



**DeWight Dopslauf, C.P.M., CPPO  
Harris County Purchasing Agent**

November 11, 2021

Commissioners Court  
Harris County, Texas

**RE: Job No. 200147**

Members of Commissioners Court:

Please approve utilization of the following contract and the attached Order authorizing the County Judge to execute the attached Agreement:

**Description:** Strategic Planning Consulting Services for Harris County Public Health Services

**Vendor:** Health Management Associates, Inc.


**Term:** 11/30/21 through 11/29/22

**Amount:** \$250,000

**Reviewed by:**   X   Public Health Services   X   Harris County Purchasing

A purchase order will be issued upon Commissioners Court approval.

Sincerely,

  
DeWight Dopslauf  
Purchasing Agent

**DRS**

Attachment(s)

cc: Public Health Services  
Vendor

**FOR INCLUSION ON COMMISSIONERS COURT AGENDA NOVEMBER 30, 2021**



**AGREEMENT BETWEEN HARRIS COUNTY AND  
HEALTH MANAGEMENT ASSOCIATES, INC.**

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This Agreement is made and entered into by and between Harris County ("County"), a body corporate and politic under the laws of the State of Texas acting by and through the Public Health Services (the "Department"), and Health Management Associates, Inc. ("Contractor"). The County and Contractor are referred to herein collectively as the "Parties" and individually as a "Party."

***Recitals***

The County desires strategic planning consulting services for the Department (the "Services").

Contractor warrants and represents it is capable and willing to provide the Services.

***Terms***

I.

The Parties adopt the terms of the agreement between Contractor and Harris Health System attached hereto as Exhibit A and incorporated herein by reference. The Services were procured via Harris Health System's Request for Proposal under Job No. 20/0147. Contractor shall provide services in accordance with the Scope of Services attached as Exhibit B. For having rendered such services, the County agrees to pay the Contractor compensation as stated in the sections to follow. The Parties will mutually agree to any timelines for Deliverables and Services, all with the approval and final coordination through Harris County's designated representative.

II.

**EFFECTIVE DATE AND TERM**

The term shall be for a period of one (1) year beginning upon approval by Commissioners Court.

III.

**LIMIT OF APPROPRIATION**

Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Agreement, and the total maximum sum that the County shall become liable to pay to Contractor under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Two Hundred Fifty Thousand and No/Dollars (\$250,000.00). Notwithstanding anything to the contrary, or that may be construed to the

contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum.

Contractor understands and agrees that the laws governing the letting of contracts for the County require the approval of the Harris County Auditor and the Auditor's certification that funds are, or will be, available for the payment of the obligations created under the Agreement before such contracts become effective. Therefore, Contractor shall not proceed with any Services until such time that it receives a Purchase Order issued by the Harris County Purchasing Agent. Any Services performed by Contractor prior to its receipt of a Purchase Order are at Contractor's own expense.

Contractor does understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to hereunder, and the total maximum sum that the Contractor shall become liable to pay to Contractor hereunder, shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified by the Purchase Order. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum. When all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this Agreement. If the Services and charges to be provided for will equal or exceed the amount certified available, Contractor shall notify the County immediately.

#### IV.

#### PAYMENT TERMS

Contractor shall submit to the Harris County Auditor a sworn invoice for services rendered to: Harris County Auditor, 1001 Preston 8<sup>th</sup> floor, Houston, Texas 77002. The invoice shall be in a form acceptable to the County Auditor and shall include such detail of the services as may be requested by the County Auditor for verification purposes.

The invoice shall, at a minimum, include a description of the services, the day(s) and the time(s) that Contractor performed the services, the department for which the Contractor provided services, and the total amount billed for the services. After receipt of an invoice, County Auditor shall forward the invoice to the Department for review and approval with such modifications as may be deemed appropriate, and after review, the department will return the invoice, with any modifications, to the County Auditor for payment. The County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas.

#### V.

#### NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or

Contractor at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Contractor: Health Management Associates, Inc.  
120 N. Washington Square, Suite 705  
Lansing, MI 48933  
Attn: Roxane Townsend

To the County: Public Health Services  
2223 West Loop South  
Houston, TX 77023  
Attn: Brandon Maddox

Copy to: Harris County Purchasing  
Attn: Diandra Singleton  
1001 Preston Suite 670  
Houston, TX 77002

Either Party may designate a different address by giving the other Party ten (10) days written notice.

## VI.

### ENTIRE AGREEMENT

This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.

Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

## VII.

### EXECUTION

Multiple Counterparts: This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Addendum.

HEALTH MANAGEMENT  
ASSOCIATES, INC.

HARRIS COUNTY

By: Kelly Johnson  
Name: Kelly Johnson  
Title: Chief Administrative Officer  
Date: 11/10/2021

By: \_\_\_\_\_  
LINA HIDALGO  
COUNTY JUDGE

APPROVED AS TO FORM:  
CHRISTIAN D. MENESEE  
COUNTY ATTORNEY

By: \_\_\_\_\_  
T. Scott Petty  
Assistant County Attorney  
C.A. File 21GEN3155

EXHIBIT A

Agreement between Health Management Associates, Inc. and Harris Health System

(follows behind)

# **AGREEMENT WITH HEALTH MANAGEMENT ASSOCIATES INC.**

STATE OF TEXAS

§

COUNTY OF HARRIS

§

This Agreement (the "Agreement") is made by and between the Harris County Hospital District d/b/a Harris Health System ("Harris Health" or "Customer"), a political subdivision of the State of Texas, and Health Management Associates Inc. ("Vendor"). Harris Health and Vendor are each hereinafter referred to individually as a "Party" and collectively as the "Parties."

## **RECITALS**

Harris Health is the owner and operator of two hospitals, Ben Taub Hospital and Lyndon B. Johnson Hospital and numerous community health centers, all situated in Harris County, Texas.

Harris Health seeks to engage Vendor to provide strategic planning consulting services to Harris Health.

Harris Health seeks to engage Vendor to provide Harris Health with strategic planning consulting services ("Services") as set for in Harris Health's Request for Proposals ("RFP") under Job No. 20/0147, as request, arranged, and agreed to by Vendor. This Agreement is pursuant to such RFP and Vendor's Response to such proposal ("Response") and best and final offer to such Proposal ("BAFO") is incorporated herein by reference.

## **TERMS**

### **1.0 Controlling Document**

The RFP, Response and BAFO are hereby incorporated by reference. In the event of any conflict between the terms and provisions of this Agreement, with the Response, BAFO, any document annexed to BAFO, purchase orders, order forms or any other document prepared by Vendor, the terms of this Agreement shall control and then the RFP.

### **2.0 Services**

- 2.1 Vendor shall provide Harris Health with the Services detailed in Exhibit A, attached hereto and incorporated herein by reference.
- 2.2 To the extent applicable, Vendor will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, for the performance of the Services.
- 2.3 Vendor agrees to provide the Services contemplated herein in a professional manner and in accordance with all applicable laws, rules and regulations, and the specifications set forth in this Agreement.
- 2.4 Vendor agrees to perform the Services hereunder in accordance with generally accepted standards applicable thereto. Vendor shall provide Harris Health with all agreed-upon deliverables, which must meet Harris Health's approval in accordance with the requirements set forth in this Agreement.

- 2.5 Vendor will report to Dr. Esmail Porsa, President & CEO, or his designee on all matters pertaining to this Agreement.

### 3.0 Term

This Agreement shall be effective on the later date it is executed by the Parties ("Effective Date") and shall continue thereafter for a term of one (1) year ("Initial Term"), unless sooner terminated (a) by mutual consent of the Parties, (b) in accordance with Section 15 below, or (c) upon Vendor's completion of the Services. Harris Health shall have the option to renew this Agreement for one (1) additional one (1) year term ("Renewal Term") under the same terms and conditions by providing Vendor written notice of its intent to renew this Agreement at least thirty (30) days prior to the end of any one (1) year term. The Initial Term and any Renewal Term shall be referred to collectively as the "Term." The Agreement, however, is subject to annual funding for each one (1) year term as set forth in Section 5 of this Agreement. Harris Health shall not be liable for payment of any fees regardless of their nature or origin that become due after the effective date of termination or non-renewal of this Agreement.

### 4.0 Compensation

- 4.1 In consideration for the Services rendered by Vendor to Harris Health, Harris Health agrees to pay Vendor an amount not to exceed \$502,193.00 for all Services performed and associated reimbursable expenses under this Agreement as more thoroughly shown in Exhibit A. The Services will be performed at the hourly rates listed in the Deliverables chart below:

| Project Management Office<br>HMA Labor  |                |              |                 |
|---|----------------|--------------|-----------------|
| Team Members                            | Hourly<br>Rate | NTE<br>Hours | Total           |
| Roxane Townsend, MD, Managing Principal | \$400          | 8            | \$3,200         |
| Amanda Ternan, Senior Consultant        | \$285          | 148          | \$42,180        |
| MaryEllen Mathis, Research Assistant    | \$145          | 154          | \$22,330        |
| <b>TOTAL PROPOSED DELIVERABLE COST</b>  |                |              | <b>\$67,710</b> |

| Deliverable: Project Initiation<br>HMA Labor            |                |              |                 |
|---|----------------|--------------|-----------------|
| Team Members  | Hourly<br>Rate | NTE<br>Hours | Total           |
| Roxane Townsend, MD, Managing Principal                 | \$400          | 51           | \$20,400        |
| Greg Vachon MD, MPH, Physician Principal                | \$400          | 18           | \$7,200         |
| Bren Manaugh, LCSW-S, CPHQ, Principal                   | \$330          | 22           | \$7,260         |
| Ilana Gilman, MA, Principal                             | \$330          | 18           | \$5,940         |
| Ann Filiault, MBA, Principal                            | \$330          | 6            | \$1,980         |
| Sarah Arvey, PhD, Senior Consultant                     | \$285          | 6            | \$1,710         |
| Kim Milstien, MBA, Principal                            | \$330          | 6            | \$1,980         |
| Anissa Lambertino, PhD, MPH, Senior Consultant          | \$285          | 9            | \$2,565         |
| Jay Shannon, MD, FACP Physician<br>Principal/Consultant | \$330          | 13           | \$4,290         |
| <b>TOTAL PROPOSED DELIVERABLE COST</b>                  |                |              | <b>\$53,325</b> |

| Deliverable: Building A Shared Understanding<br>HMA Labor |  |  |  |
|---|--|--|--|
|---|--|--|--|



| Team Members   | Hourly Rate | NTE Hours | Total            |
|--|-------------|-----------|------------------|
| Roxane Townsend, MD, Managing Principal              | \$400       | 55        | \$22,000         |
| Greg Vachon MD, MPH, Physician Principal             | \$400       | 55        | \$22,000         |
| Bren Manaugh, LCSW-S, CPHQ, Principal                | \$330       | 63        | \$20,790         |
| Iliana Gilman, MA, Principal                         | \$330       | 14        | \$4,620          |
| Ann Filiault, MBA, Principal                         | \$330       | 58        | \$19,140         |
| Sarah Arvey, PhD, Senior Consultant                  | \$285       | 20        | \$5,700          |
| Kim Milstien, MBA, Principal                         | \$330       | 28        | \$9,240          |
| Anissa Lambertino, PhD, MPH, Senior Consultant       | \$285       | 75        | \$21,375         |
| Jay Shannon, MD, FACP Physician Principal/Consultant | \$330       | 9         | \$2,970          |
| Stephen Palmer, PhD, Principal                       | \$330       | 32        | \$10,560         |
| MaryEllen Mathis, Research Assistant                 | \$145       | 188       | \$27,260         |
| <b>TOTAL PROPOSED DELIVERABLE COST</b>               |             |           | <b>\$165,655</b> |

| Subcontractor Labor                    |             |           |                 |
|--|-------------|-----------|-----------------|
| Team Members                           | Hourly Rate | NTE Hours | Total           |
| Judy Stroot                            | \$461       | 60        | \$27,660        |
| Andrew Patterson                       | \$291       | 163       | \$47,433        |
| Rich Colarusso                         | \$243       | 90        | \$21,870        |
| <b>TOTAL PROPOSED DELIVERABLE COST</b> |             |           | <b>\$96,963</b> |

| Deliverable: Prioritizing Options<br>HMA Labor       |             |           |                 |
|--|-------------|-----------|-----------------|
| Team Members   | Hourly Rate | NTE Hours | Total           |
| Roxane Townsend, MD, Managing Principal              | \$400       | 22        | \$8,800         |
| Greg Vachon MD, MPH, Physician Principal             | \$400       | 24        | \$9,600         |
| Bren Manaugh, LCSW-S, CPHQ, Principal                | \$330       | 24        | \$7,920         |
| Iliana Gilman, MA, Principal                         | \$330       | 16        | \$5,280         |
| Ann Filiault, MBA, Principal                         | \$330       | 52        | \$17,160        |
| Sarah Arvey, PhD, Senior Consultant                  | \$285       | 4         | \$1,140         |
| Kim Milstien, MBA, Principal                         | \$330       | 4         | \$1,320         |
| Jay Shannon, MD, FACP Physician Principal/Consultant | \$330       | 8         | \$2,640         |
| Stephen Palmer, PhD, Principal                       | \$330       | 8         | \$2,640         |
| MaryEllen Mathis, Research Assistant                 | \$145       | 20        | \$2,900         |
| <b>TOTAL PROPOSED DELIVERABLE COST</b>               |             |           | <b>\$59,400</b> |

| Deliverable: Finalization and Socialization of Strategic Plans and Work Plans<br>HMA Labor |             |           |                 |
|--|-------------|-----------|-----------------|
| Team Members   | Hourly Rate | NTE Hours | Total           |
| Roxane Townsend, MD, Managing Principal  | \$400       | 14        | \$5,600         |
| Greg Vachon MD, MPH, Physician Principal   | \$400       | 12        | \$4,800         |
| Bren Manaugh, LCSW-S, CPHQ, Principal  | \$330       | 12        | \$3,960         |
| Iliana Gilman, MA, Principal   | \$330       | 82        | \$27,060        |
| Ann Filiault, MBA, Principal   | \$330       | 24        | \$7,920         |
| Karen Brodsky, MHS, Principal (for deliverable peer review)                                | \$330       | 8         | \$2,640         |
| <b>TOTAL PROPOSED DELIVERABLE COST</b>   |             |           | <b>\$51,980</b> |

- 4.2 Harris Health's payment to Vendor shall not exceed the total amount of \$502,193.00 unless this Agreement is modified by a written amendment to this Agreement and signed by the Parties hereto. Harris Health agrees to reimburse Vendor for its reasonable and necessary travel and lodging expenses authorized by Dr. Esmaeil Porsa, President & CEO, which are authorized under Harris Health's travel policy (i.e., no reimbursement for alcoholic beverages and reimbursement for air travel is based on coach or economy rates or is the amount actually paid by Vendor, whichever is less, and reimbursement for mileage is at the standard IRS rate per mile) and in accordance with the attached Exhibit C. Vendor agrees that it is neither authorized to seek reimbursement nor is Harris Health obligated to pay for any other costs or expenses. Such travel expenses shall not exceed \$7,160.00 as shown in Exhibit A. In order to receive payment for these fees, Vendor shall submit a written invoice to Harris Health in the manner provided in Section 4.4 below.
- 4.3 All payments to Vendor are contingent upon Vendor's satisfactory performance of the obligations under this Agreement, up to and including the day upon which such payment becomes due.
- 4.4 As a condition of payment, Vendor must submit a detailed, written invoice to Harris Health's Accounts Payable Department, P.O. Box 66769, Houston, Texas 77266 requesting payment in a form acceptable to Harris Health. The statement must include at a minimum, the following:
- 4.4.1 Hours worked by individual and hourly rate, and a description of the services provided during said billing period;
  - 4.4.2 The total amount requested and the name of the individual who performed the services;
  - 4.4.3 An itemized listing of expenses claimed for reimbursement; and
  - 4.4.4 Such other details as may be requested by Harris Health's Controller for verification purposes.
- 4.5 The total amount for personal services and expenses may not under any circumstances exceed the amount set forth in the "Limit of Appropriations," in Section 5.
- 4.6 Harris Health agrees to review the statement(s) and upon approval by Harris Health's Controller, Harris Health agrees to pay Vendor within thirty (30) days after such approval, subject to the provisions regarding payments and the limitations set forth in the "Limit of Appropriations," in Section 4 below. Vendor understands and agrees that pursuant to Tex. Gov't Code Ann. §2251.021(b), payment by a political subdivision whose governing body meets only once a month or less frequently is overdue on the 46<sup>th</sup> day after the date the governmental entity receives the invoice for the goods or services and bears interest at the rate of one percent each month.
- 4.7 Harris Health's will review the invoice and approve it as she deems appropriate. Harris Health will pay Vendor within thirty (30) days after Harris Health's receipt of Vendor's invoice, subject to the "Limitations of Appropriations" and subject to the following sentence. The approval of payment of any invoice must not be considered to be evidence of performance by Vendor, or receipt or acceptance by Harris Health of the products or services covered by the invoices. All payments to Vendor shall be contingent upon Vendor's satisfactory performance of its obligations under this Agreement.

- 4.8 Harris Health's payment to Vendor is not evidence of performance by Vendor or acceptance by Harris Health of work performed.
- 4.9 Harris Health reserves the right to review and withhold payment of any invoice, or portion(s) thereof, that it determines to be questionable until all issues are resolved. Disputed portions of invoices will not accrue interest, fees, penalties, or fines of any nature. Any amounts in dispute shall not cause Vendor to withhold any products or Services until the dispute is resolved.

#### **5.0 Limit of Appropriations**

- 5.1 Vendor understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that Harris Health has available the total maximum sum of \$502,193.00 specifically allocated to fully discharge any and all financial obligations which may be incurred by Harris Health under this Agreement, including any and all costs for any and all things or purposes, arising under or out of this Agreement, irrespective of their nature, and notwithstanding any word, statement, or thing contained in or inferred from other provisions of this Agreement, which might in any light by any person be interpreted to the contrary. Vendor further understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the total maximum compensation Vendor may be entitled to, and the total maximum sum that Harris Health is liable to pay Vendor under or in relation to this Agreement, shall not under any conditions, circumstances, or interpretations exceed the sum of \$502,193.00.
- 5.2 Vendor understands and agrees that the continued funding of this Agreement for a Renewal Term is subject to an annual budgeting approval process by Harris Health's Board of Trustees and the Commissioner's Court of Harris County, Texas. Vendor understands and agrees that should Harris Health's Board of Trustees or the Commissioner's Court of Harris County, Texas in their sole discretion not approve a budget for Harris Health which includes sufficient funds for the continuance of this Agreement, then and upon the occurrence of such event, Harris Health can terminate this Agreement in Harris Health's sole discretion, and Harris Health shall then have no further obligation to Vendor. In the event of early termination due to insufficient funds being allocated for this Agreement by either Harris Health's Board of Trustees or the Commissioner's Court of Harris County, Texas during any Harris Health fiscal budget year, it is expressly understood and agreed that Harris Health shall not be subject to any early termination penalty.

#### **6.0 Taxes**

- 6.1 Harris Health is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under TEX. TAX CODE ANN. § 151.309, as amended, and from local ad valorem property taxes under TEX. TAX CODE ANN. § 111.11. Harris Health agrees to provide exemption certificates to Vendor upon request.
- 6.2 Harris Health is neither liable for any personal property or ad valorem taxes, charges, or fees assessed against Vendor nor obligated to reimburse Vendor for any taxes, charges, or fees assessed against Vendor for the goods or supplies provided or any services rendered.

#### **7.0 Ownership of Property**

- 7.1 All deliverables, documents, information, and data created using Harris Health information, whether in electronic form or otherwise, collected or maintained for the administration of this Agreement, or prepared pursuant to this Agreement ("Harris Health Data") shall be the absolute and unqualified property of Harris Health. Upon request, Vendor agrees to turn over to Harris Health any Harris Health Data within its possession, custody, or control. Information, records, and data collected or maintained for the administration of this Agreement are the property of Harris Health. Vendor further represents that it owns and/or has license rights to any computer software that may be used in the completion of its obligations under this Agreement. Notwithstanding anything to the contrary in this Section, Vendor acknowledges and agrees that Harris Health shall retain all ownership rights in any deliverables developed by Vendor under this Agreement and delivered to Harris Health, excluding Vendor Confidential Information, as defined below, and any third-party software that is incorporated into the deliverables. Subject to the terms of this agreement, Vendor grants and Harris Health accepts a worldwide, nonexclusive, nontransferable license to Vendor Confidential Information for use only in conjunction with deliverables.
- 7.2 Vendor agrees to indemnify Harris Health for any claims, causes of action or damages, including attorneys' fees and costs of court, that Harris Health may suffer as a result of the misuse of any software used by Vendor pursuant to this Agreement, caused by Vendor's negligence. This provision is intended to cover, but is not limited to, misuse of software such as the use of unlicensed software.

#### **8.0 Records and Inspections**

Vendor agrees to keep a separate record of all funds received and disbursed under this Agreement and provide Harris Health or its designee all information, records, papers, reports, and other documents regarding any aspect of the services furnished as requested by Harris Health or its designee, and shall make records, books, documents, and papers of Vendor that relate in any way to the services provided available for inspection, audit, examination, and copying by Harris Health or Harris Health's representative. Vendor agrees to allow the Comptroller General of the United States, the Department of Health and Human Services ("HHS"), Harris Health Auditor, and their duly authorized representatives, access to contracts, books, documents, and records necessary to verify the nature and extent of the costs of the Services provided by Vendor. Vendor agrees to allow such access until the expiration of six (6) years after the Services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later. Such access will be provided in accordance with the regulations of the Centers for Medicare and Medicaid Services ("CMS") and 42 C.F.R. 420.302, as amended. Vendor agrees to allow similar access to books, records, and documents related to contracts between Vendor and organizations related to or subcontracted by Vendor, as defined by the regulations of CMS. Vendor shall be liable for payment of any costs incurred by Vendor or Harris Health for lost records or documents which result in a disallowance of reimbursement by the Comptroller General or other appropriate federal officials, except to the extent any such disallowance was caused by the act, omission, or negligence of Harris Health, its officers, employees, or agents.

#### **9.0 Confidentiality of Records**

Either Party (the "Disclosing Party") may disclose to the other Party (the "Receiving Party") certain documents, data, and other information that is confidential ("Confidential Information") (as defined below). The Receiving Party must take all steps necessary to protect Confidential Information from disclosure to third parties and must not reproduce, copy, or disseminate Confidential Information

except to the Receiving Party's partners, principals, representatives, or employees as necessary for the Receiving Party to perform its obligations hereunder. Confidential Information includes information that has been deemed or designated confidential by law (*i.e.*, constitutional, statutory, regulatory, or by judicial decision); information that has been designated by the Disclosing Party as confidential; and Personal Data. "Personal Data" shall mean information relating to an individual from which that individual can be directly or indirectly identified. Personal Data can include both personal health information (*e.g.*, images, heart monitor data, medical record number) and non-health information (*e.g.*, date of birth, gender). Confidential Information does not include information that is or becomes a part of the public domain through lawful means; is previously known to the Receiving Party or information independently developed by the Receiving Party; is disclosed to the Receiving Party by a third party who the Receiving Party believes is legally entitled to disclose the information; is disclosed with the Disclosing Party's proper written consent; is disclosed by the Disclosing Party to a third party without substantially the same restrictions in this Agreement; is required to be disclosed by a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, or by any law, rule or regulation, or by applicable regulatory or professional standards; is required to be disclosed under the Texas Public Information Act, TEX. GOV'T CODE ANN., Chapter 552 *et seq.*, as amended; or is disclosed by the Receiving Party in connection with any judicial or other proceeding involving both Parties.

#### 10.0 Texas Public Information Act

- 10.1 To the extent, if any, that any provision of this Agreement is in conflict with TEX. GOV'T CODE ANN., Chapter 552 *et seq.*, as amended (the "Texas Public Information Act" or "the Act"), the same shall be of no force and effect. It is expressly understood and agreed that Harris Health, its officers, employees, agents, and representatives may request advice, decisions, and opinions of the Attorney General of the State of Texas in regard to the application of the Act to any information, or any part thereof, or other item or data furnished to Harris Health and/or whether or not the same are available to the public. It is further understood that Harris Health, its officers, employees, agents, and representatives shall have no liability or obligations for the disclosure to the public, or to any person or persons, of any software, or a part thereof, other items or data furnished to Harris Health by Vendor in reliance on any advice, decision, or opinion of the Attorney General of the State of Texas.
- 10.2 In the event Harris Health receives a written request for information pursuant to the Act that affects Vendor's rights, title to, and interest in any information, or a part thereof, other items or data furnished to Harris Health by Vendor under this Agreement, Harris Health will notify Vendor in writing of such request. Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General of the State of Texas stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Vendor must send its comments and information to the Attorney General of the State of Texas within the time period prescribed by the Act. Except as otherwise required by TEX. GOV'T CODE § 552.305, Harris Health shall not provide any such requested information until Vendor has either (i) elected to assert that such information is exempted from disclosure under the Texas Public Information Act, or (ii) notified Harris Health that it has no objection to such disclosure.
- 10.3 Vendor understands and agrees that this Agreement and any information or documents submitted to Harris Health are subject to the Texas Public Information Act. Vendor further

understands and agrees that any obligations of Harris Health under this Agreement regarding confidentiality are subject to this Section.

#### **11.0 HIPAA**

In the event Vendor uses, discloses or has access to protected health information as defined in 45 C.F.R. § 160.103, then Vendor agrees to amend this Agreement and execute a Business Associate Agreement within thirty (30) business days of being notified by Harris Health that such is required. However, to the extent the Vendor uses, discloses or has access to protected health information as defined in 45 C.F.R. § 160.103, Vendor agrees to fully comply with the applicable rules and regulations of the Health Insurance Portability and Accountability Act, Pub. L. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended (collectively referred to herein as the "Privacy and Security Requirements").

#### **12.0 Indemnification**

- 12.1 Harris Health's liability for the wrongful acts, omissions, or negligence of its employees is limited by the Texas Tort Claims Act. TEX. CIV. PRAC. & REM. CODE ANN. §§ 101.001 *et seq.*, as amended.
- 12.2 The Parties agree that no provision of this Agreement extends Harris Health's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- 12.3 Harris Health is self-insured for any damages that may be imposed under the Texas Tort Claims Act.
- 12.4 In the event of an action brought by one Party against the other and except as otherwise required by law, each Party shall pay its own expenses including attorney's fees, collection fees, legal expenses, mediation expenses, and all costs and expenses incurred upon appeal.
- 12.5 Under no circumstances whatsoever shall Harris Health pay, or Vendor becomes entitled to, the payment of any sum as liquidated, consequential, delay, or punitive damages. In no event shall Vendor's damages exceed the amount set forth in Section 4, Limit of Appropriations.
- 12.6 Vendor understands and agrees that Harris Health shall not indemnify Vendor for any loss, liability, or expense whatsoever arising out of or in relation to this Agreement.
- 12.7 Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- 12.8 **VENDOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS HARRIS HEALTH, ITS BOARD OF TRUSTEES, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, "HARRIS HEALTH") FROM AND**

AGAINST ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF VENDOR, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS PERFORMED UNDER THIS CONTRACT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY VENDOR OR BY ANY PERSON EMPLOYED BY VENDOR, OR VENDOR'S AGENT, VENDOR UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH VENDOR EXERCISES CONTROL. VENDOR SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS HARRIS HEALTH FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY HARRIS HEALTH, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON HARRIS HEALTH AS THE RESULT OF SUCH ACTIVITIES BY VENDOR, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, VENDORS OR VENDORS UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH VENDOR EXERCISES CONTROL.

12.9 This Section expressly survives the termination of this Agreement.

**13.0 Conflicts of Interest**

Vendor agrees to disclose to Harris Health in a timely manner any material conflict of interest that relates to the performance of this Agreement. Vendor warrants that no member of the Vendor engagement team will offer services or provide services to any other party directly or indirectly if doing so would cause any conflict of interest relating to Harris Health. In the event a conflict arises, Vendor agrees to immediately notify Harris Health in writing and to cooperate in good faith to promptly resolve the conflict to the satisfaction of the Parties. In the event Vendor and Harris Health cannot resolve the conflict, Harris Health, in its sole discretion, may immediately terminate this Agreement.

**14.0 Independent Contractor**

- 14.1 Vendor agrees to furnish all equipment, materials, and tools necessary for the completion of its obligations at no additional charge to Harris Health. Vendor performs all of the services, including the Services, required under this Agreement as an independent contractor.
- 14.2 It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement.
- 14.3 Vendor is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of Harris Health for any purpose. Harris Health, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of Vendor for any purposes. Vendor acknowledges and agrees that persons performing services under this Agreement are not entitled to any compensation, wages, overtime, benefits, or other remuneration, or any other employment rights or benefits from Harris Health and that Vendor is solely responsible for same.

## **15.0 Termination**

- 15.1 Harris Health has the right to terminate this Agreement if Vendor breaches or is in default of any obligation, which default is incapable of cure or which, being capable of cure, has not been cured within twenty (20) days after receipt of notice of such default from the non-defaulting party or within such additional cure period as the non-defaulting party may authorize.
- 15.2 Harris Health may terminate this Agreement by written notice to Vendor, and may regard Vendor as in default of this Agreement, if Vendor becomes insolvent; makes a general assignment for the benefit of creditors; suffers or permits the appointment of a receiver for its business or assets; becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign; or has wound up or liquidated, voluntary or otherwise.
- 15.3 In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of the benefits because of a natural disaster, acts of God, actions or decrees of governmental bodies, or communications line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the Party who has been so affected immediately agrees to give notice to the other party and agrees to do everything possible to resume performance. Upon receipt of such notice, this Agreement shall be immediately suspended. If the period of nonperformance exceeds ten (10) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 15.4 Harris Health has the right to terminate this Agreement without cause and without any further obligation or liability upon thirty (30) days written notice to Vendor.
- 15.5 Should this Agreement be terminated, Vendor agrees to bill Harris Health, within thirty (30) days after the effective date of termination, only for the services completed by Vendor. Upon termination for default, Vendor is not entitled to any damages or compensation beyond payment for appropriate Services rendered to date of termination.

## **16.0 Governing Law**

This Agreement is subject to all present and future valid laws, orders, rules and regulations of the United States of America, the State of Texas, and any other regulatory body having jurisdiction. It is understood and agreed that Harris Health is a political subdivision organized under the laws of the State of Texas. This Agreement will, therefore, be governed by and construed according to the laws of the State of Texas. Notwithstanding anything in this Agreement to the contrary, it is understood and agreed that venue for any action, controversy, dispute, or claim shall be in a court of appropriate jurisdiction in Harris County, Texas, exclusively.

## **17.0 Insurance**

- 17.1 During the Term of this Agreement, Vendor agrees to maintain a Worker's Compensation policy and Employer's Liability and Commercial General Liability insurance policies providing coverage of at least One Million Dollars (\$1,000,000.00) for personal injuries or death to one person and Two Million Dollars (\$2,000,000.00) for personal injuries or death to more than one person in a single occurrence, and One Million Dollars (\$1,000,000.00)



for each single occurrence or injury or destruction to property. These minimum amounts are not intended to nor shall they be construed to limit Vendor's legal or financial liability in the event of any claim, demand, lawsuit, settlement, or judgment arising out of this Agreement.

17.2 Vendor agrees to submit copies of evidence of insurance upon the execution of this Agreement to Harris Health. All policies of insurance shall waive rights of subrogation against Harris Health, its Board of Trustees, officers, employees, and agents.

17.3 If Vendor utilizes the services of a subcontractor in the performance of any services pursuant to this Agreement, Vendor shall provide Harris Health with evidence of the subcontractor's errors and omissions, worker's compensation, comprehensive general liability, and any other insurance policies and employee fidelity bonds. Vendor understands and agrees that Vendor remains ultimately responsible for all services and work performed by subcontractors. All subcontractors are required to provide evidence that their insurance or bonds include the same cancellation/amendment provisions as incorporated in Vendor's policies/bonds.

17.4 All policies of insurance, except for the workers' compensation and professional liability policies, shall be endorsed to name Harris Health as an "additional insured."

#### **18.0 Waiver of Breach**

The failure of either Party to insist on any one or more instances upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option or election, should not be construed as a waiver or relinquishment for the future of these terms, provisions, option or election, but the same shall continue and remain in full force and effect, and no waiver by any Party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent right or remedy under this Agreement or at law.

#### **19.0 No Federal or State Exclusion**

19.1 Vendor represents and warrants that neither Vendor nor any of its owners, officers, directors, employees, or principals is listed on any state or federal exclusion list. This includes persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List. Vendor agrees to report immediately to Harris Health's Vice President of Corporate Compliance if, at any time during the performance of services under this Agreement, any of these instances occur. Conviction of a criminal offense related to healthcare and/or disbarment, exclusion, suspension, or ineligibility may result in the immediate termination of this Agreement.

19.2 Vendor agrees to refund Harris Health any payments made to Vendor for services performed during a period of debarment, exclusion, suspension or ineligibility.

#### **20.0 No Personal Liability**

Nothing in this Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to this Agreement, and the Parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee, or agent of Harris Health.

**21.0 Sovereign Immunity**

THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY HARRIS HEALTH OF ANY IMMUNITIES FROM SUIT OR LIABILITY THAT HARRIS HEALTH MAY HAVE BY OPERATION OF LAW.

**22.0 Notice**

Any notice required to be given pursuant to the terms and provisions of this Agreement will be in writing and deemed to be given: (a) upon delivery in person, (b) three (3) days after the date deposited with or sent by U.S. Mail (first class, postage paid, return receipt requested), or (c) upon receipt by commercial delivery service, and addressed as follows, or to such addresses as either Party may subsequently designate to the other in writing:

To Harris Health: Harris County Hospital District d/b/a Harris Health System  
Attn: Dr. Esmaeil Porsa, CEO/President  
P.O. Box 66769  
Houston, TX 77266-6769

Copy To: Harris County Purchasing Department  
1001 Preston, Suite 670  
Houston, TX 77002  
Attn: Purchasing Agent  
(Such copy does not constitute notice)

To Vendor: Health Management Associates, Inc.  
120 N. Washington Square, Suite 705  
Lansing, Michigan 48933

**23.0 Vendor Representations and Warranties**

23.1 If Vendor is a corporation or a limited liability company, Vendor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Vendor has been duly authorized to act for and bind Vendor.

23.2 If Vendor is a taxable entity as defined by Chapter 171, *Texas Tax Code*, then Vendor certifies that it is not currently delinquent in the payment of any taxes due under such Chapter, or that Vendor is exempt from the payment of those taxes, or that Vendor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

**24.0 Use of Harris Health's Name and Public Contact**

24.1 Vendor shall not use Harris Health's name in any advertising, public statements, or marketing materials without Harris Health's prior written consent. Vendor understands and agrees that Harris Health does not endorse products and/or services.

- 24.2 Contact with the news media and patients of Harris Health shall be the responsibility of Harris Health. Under no circumstance shall Vendor release any material or information developed in the performance of any services, including the Services, under this Agreement and identifiable and attributable to Harris Health, without the prior express written consent of Harris Health.

**25.0 Comptroller's List.**

In accordance with Chapter 2252 of the Texas Government Code, Contractor warrants and represents that its name is not included on the list maintained by the Texas State Comptroller of companies known to have contracts with or to provide supplies or services to a foreign terrorist organization unless the United States government has excluded the company from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanction relating to a foreign terrorist organization.

**26.0 Boycott Israel Verification.**

In accordance with Chapters 808 and 2270 of the Texas Government Code, Contractor verifies that it does not boycott Israel and will not boycott Israel during the term of this Contract. "Boycott Israel" is defined as a refusal to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action taken for ordinary business purposes.

**27.0 General**


- 27.1 This Agreement and any Exhibits attached hereto constitute the entire agreement between the Parties. No prior written or prior contemporaneous oral promise or representation is binding.
- 27.2 Harris Health is not obligated or liable to any party other than Vendor for the performance of this Agreement. This Agreement shall not provide third parties with any remedy, cause, liability, reimbursement, claim of action or other right in law or in equity for any matter governed by or subject to the provisions of this Agreement.
- 27.3 This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- 27.4 Except as otherwise expressly provided herein, no amendment or variation of the terms of this Agreement or changes in the scope or nature of the services shall be valid unless in writing and signed by authorized representatives of both Harris Health and Vendor. Vendor understands and agrees that it is not entitled to any additional compensation if an amendment is not properly executed prior to the performance of any additional work.
- 27.5 If any provision or part of this Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

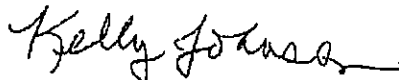
- 27.6 This Agreement is binding upon both Parties and their successors and assigns from the date of its execution by both Parties.
- 27.7 This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute the same instrument.
- 27.8 The individuals executing this Agreement represent and warrant that they are competent and capable of entering into a binding contract, and that they are authorized to execute this Agreement on behalf of the Parties hereto.

Executed in multiple originals, each of equal force, by duly authorized representatives of the Harris County Hospital District and Vendor.

**HARRIS COUNTY HOSPITAL DISTRICT**  
d/b/a **HARRIS HEALTH SYSTEM**


**HEALTH MANAGEMENT ASSOCIATES**  
**INC.**

By:   
Name: Esmail Porsa, M.D.  
Title: President and CEO  
Date Signed: 8/18/20

By:   
Name: Kelly Johnson  
Title: Vice President  
Date Signed: 8/4/2020

APPROVED AS TO FORM:

VINCE RYAN  
County Attorney

By:   
Cecilia Montalvo Tolboom  
Assistant County Attorney  
C.A. File No. 20HSP0590  
Date Signed: 08/09/2020

**EXHIBIT B**  
**Scope of Services**  
**(follows behind)**

# HEALTH MANAGEMENT ASSOCIATES

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October 13, 2021

Barbie Robinson  
Executive Director  
Harris County Public Health  
2223 West Loop South  
Houston, TX 77027

Re: Harris County Public Health Strategic Planning Consulting Services

Dear Ms. Robinson,

On behalf of Health Management Associates, inc. (HMA), thank you for the opportunity to submit our proposal to assist Harris County Public Health with the development of a strategic and implementation plan to reflect a new vision of collaborative work across the healthcare ecosystem.

Based on our discussions, we will use existing assessments of your services as well as the services provided by the Houston Health Department as a baseline to identify gaps in services and where services may be enhanced while avoiding redundancy between the two departments.

Our team includes staff experienced in strategic planning with public health systems, health plans, and hospital systems. We know firsthand the emerging national and state policy trends impacting them. HMA had recent engagements in Harris County with Harris Health System, Community Health Choice and the Harris County Sheriff. Our proposed team also has relationships with FQHCs, social services and other safety-net healthcare providers and community-based organizations such as Mental Health America of Greater Houston and Patient Care Intervention Center in Harris County through previous projects. These relationships and experiences mean our team thoroughly understands the healthcare needs of Harris County residents and the intersection of efforts between Harris County Public Health, the Houston Health Department, and Harris Health to address the public health impact on comprehensive health care and social determinants of health needs of Harris County residents.

The following aspects make HMA uniquely qualified to work collaboratively with Harris County Public Health to conduct a cohesive strategic planning effort:

- A long history and experience in Harris County enhanced by our recent strategic planning work with Harris Health gives us foundational knowledge about the county's safety-net system, allowing us to initiate and execute actionable strategic plans efficiently and effectively.
- A commitment and focus on health and racial equity in every aspect of our strategic planning process and deliverables.
- Supported multiple large, public health systems, agencies, and health plans with strategic planning. We understand their unique missions, roles, and challenges and how to leverage policy, health, and funding trends to maximize their opportunities for resilience and success in meeting the needs of the county residents who rely on them.
- Recognized leader in publicly funded health care with over 30 years' experience providing thought leadership and technical assistance to health systems, managed care organizations, states, counties, and federal agencies. Focused business model on hiring consultants with professional experience working for organizations like Harris County Public Health. Members of

our team understand the complexity of your organization, the challenges you face, how to accomplish your goals, and leverage resources.

Our ability to deliver a strategic and implementation plan in the required timeframe, particularly as Houston continues to navigate an unprecedented public health crisis, requires a team of seasoned experts with hands-on delivery experience that allows us to drive insight and analysis thoughtfully and efficiently.

As a follow-up to our discussion, we propose the following Letter Agreement.

## **SCOPE OF SERVICES**

HMA has extensive direct experience working with public health agencies, counties, and safety net organizations that are driven by their mission, vision, and values. Our previous work in Harris County and with Harris Health lends insight into understanding the needs of Harris County residents and the importance of coordinated quality care. Harris County Public Health's important mission will drive and sharpen the focus of an aligned strategic planning process.

We expect the Harris County Public Health's strategic plan will focus on goals for the community they serve and organizational goals that meet national best practices and address immediate or emerging needs through coordinated care. Our proposed approach is structured to meet your objective to develop a strategic and implementation plan that account for the specific factors that impact your organization in Harris County's health ecosystem and results in tangible, practical outcomes.

The following workstreams may overlap and be fluid guided by the needs of the client:

- Workstream 1: Harris County Public Health Rapid Assessment and Gap Analysis
- Workstream 2: Key Stakeholder Input, Outreach, and Engagement
- Workstream 3: Revenue Maximization
- Workstream 4: Strategic Plan and Implementation Strategy

### **Workstream 1: Key Stakeholder Input, Outreach and Engagement**

HMA will perform a rapid assessment and gap analysis to determine how Harris County Public Health compares to similarly situated county public health agencies across the country. We also recognize there are activities and considerations that should be addressed across Harris County Public Health's affiliated organizations.

A rapid assessment includes:

- Begin by creating an inventory and review of recent assessments and reports identified by Harris County Public Health staff (i.e., organizational, PHAB, CHA/CHIP) to leverage the work that has already been done
- Examine how well Harris County Public Health's current portfolio of services and activities match public health priorities as identified in Harris County-specific artifacts reviewed and national best practice

- Explore how service provision to a shared population can be achieved and aligned through collaboration with your partners- including those that touch on the social determinants of health (SDoH)
- Identify areas of operations that overlap or are functionally adjacent between Harris Public Health, the City of Houston Health Department, and Harris Health – as well as opportunities to align and leverage strategic planning elements and resources

The gap analysis covers:

- Identifying program and service gaps and areas of opportunities, particularly in the areas of maternal and child health, early childhood development, at-risk youth and young adults, chronic disease prevention, healthy eating, and active living with emphasis on disparities in health burden, including considerations of environmental impact for residents in zip codes disproportionately impacted by environmental pollution and weather disasters
- Leveraging your agency's COVID-19 experience to look at not only surveillance and disease control, but also the ability to rapidly deliver community-level interventions focused on disparities and equity, such as vaccinations
- Exploring technology and models that support a seamless and coordinated experience of health, social service, and justice system programs and services for shared clients in Harris County, leveraging previous Harris County multi-agency/provider ecosystem mapping and other activities previously conducted and currently underway

As part of the assessment process, HMA will conduct high level scoping sessions with Harris County Public Health, the City of Houston Health Department, and other collaborating partners identified. These sessions including discussing and documenting the current state of each agency's operations, strategic plans, and goals to attain consensus on entering a process to further formally explore and document opportunities for collaboration.

If this is attained, next steps would be a facilitated process to:

- Document and prioritize opportunities to consider funding streams, brick and mortar assets and other resources that can be aligned to maximize resources and impact of each entity and reduce redundancy
- Develop an implementation plan for analysis and vetting of identified opportunities for alignment and collaborative strategic development

The world of public health will likely look different in 2025 and 2030 than it does today, driven by the current pandemic and other social, environmental, and macroeconomic forces. We will ensure the strategic plan is oriented toward this future context, in part, by ensuring our research during this process results in products that help the steering committee to envision the future while maintaining the rich history of serving Houston's underserved population. Once we have this anticipated future context in mind, we will collaboratively create an effective strategic plan that will position Harris County Public Health for success.



#### **Workstream 1: Deliverables**

- Present research and data-analysis activities and outcomes to the steering committee, drawing future environment(s) into focus. Outcomes will be incorporated into the strategic plan.
- A summary and list of identified prioritized opportunities for agency collaboration and alignment
- An implementation plan outlining targets for alignment and provides specific recommendations and action steps

#### **WORKSTREAM 2: KEY STAKEHOLDER INPUT, OUTREACH, AND ENGAGEMENT**

HMA's approach with every project and every partner is collaborative, communicative, and client centric. We will assist Harris County Public Health with realizing your goal of providing efficient, effective, high-quality care to the citizens of Harris County through a community strategy that addresses community needs by engaging key stakeholders across the enterprise, as well as Informants representative of key partnerships, and patient constituencies in the county. HMA's experienced strategic planning and facilitation team will work with these stakeholders to ensure they own the strategy and the implementation plan. Engagement with community stakeholders will position Harris County Public Health to maintain strong relations with key executives, legislative, and agency policy makers. Our subject matter experts will ensure recommendations brought forward to the steering committee are evidence-based, high-value, and forward thinking.

In addition to working primarily with the steering committee on the development of the strategic plans, HMA believes any strategic plan's success depends on buy-in from the different constituencies impacted by the plan and includes soliciting public input, fortifying existing partnerships, and forging new collaborations. Engagement, collaboration, and buy-in from the Harris County Public Health and other key stakeholders will be critical to the overall success of developing and ultimately implementing the Harris Health and Community strategic plans. Therefore, HMA will work closely with executive leadership to ensure members of each committee and other key leaders and stakeholders are thoughtfully identified.

We will conduct stakeholder interviews and solicit input through town halls, leadership sessions (as determined by Harris County Public Health), and community focus groups to achieve broad input from all areas of Harris Health and Community to ensure collaboration and inclusion. We have found through our prior work that stakeholder engagement presents an opportunity to involve, and sometimes remind, the many stakeholders of the critical role public health agencies play in communities.

This part of the process presents an opportunity to inform key stakeholders of your strategic planning efforts, including the process and their level of involvement. HMA proposes an inside-out approach to this step in the process, starting with employees and leading up to programmatic partners, advocacy groups, and other stakeholders.

**Interviews.** HMA will develop initial interview guides focused on actionable information and tailored to the unique audiences for each conversation. We will review the interview guide with the steering committee and obtain feedback on question sets and refine accordingly. We will ask the steering committee to endorse the final interview guide before interviews begin. Interviewees will include up to 20 executive leadership, staff, and key stakeholders, such as leadership from affiliates, local government

representatives, elected officials, health advocates, community partners, local foundation board members, donors, and patients.

We will compile interview notes and analyze and summarize the findings, maintaining confidentiality unless interviewees provide permission to identify themselves in association with their comments. We will present themes to the steering committee and facilitate a discussion about the findings and interpretation for the strategic planning process. Information gathered about views, concerns, and beliefs from a variety of stakeholder types across the enterprise and from the community will support—or impede—the successful execution of the plan.

**Town halls.** We believe virtual town hall meetings are an excellent method for obtaining input and ideas and therefore propose to conduct up to three virtual town hall meetings. Two will engage external stakeholders at the start and mid-way through the process. The second will be internal with staff as part of a series of employee engagement strategies. In collaboration with the steering committee, we will plan and facilitate the town hall at the start of and mid-way through the strategic planning process. HMA will record the town hall meeting discussions and identify themes and unique contributions. We will conduct these town hall meetings virtually to comply with COVID-19 related public health concerns and directives.

**Listening sessions and focus groups.** Leveraging previous gathered information from our work with Harris Health System's strategic planning efforts, we will conduct up to a combined *three listening sessions and focus groups* to gain understanding of community perspectives. We will work with the steering committee to confirm areas where focus group insight would be helpful, typically designed around various constituencies that reflect the communities you serve. Given what we know of Harris County Public Health, the community, and pressing health care issues, we expect to meet with agencies and organizations such as:

- Service Recipients and Advocates
- The Local Mental Health Authority (LMHA)
- City of Houston
- Harris County Safety-Net Clinics and Community Based Organizations Harris Health System

We will likely conduct these interviews and meetings virtually due to the travel and convening uncertainties resulting from the COVID-19 pandemic. When meeting virtually, we will encourage all members to participate by video and we will facilitate relationship building and cohesion through a facilitated group process we have successfully used with many other clients during the public health emergency period.

HMA understands the success of a strategic plan depends on a clear and shared understanding and investment from the different constituencies impacted by the plan. The plan must accurately reflect the vision and culture of these constituencies and the organization. To promote inclusion and transparency, we recommend deliverables developed during the assessment process be posted on Harris County Public Health's website to promote stakeholder engagement opportunities, such as town hall meetings.

#### **Workstream 2: Deliverables**

Findings and insights from the stakeholder input process will guide strategic research and analytics and will provide valuable insight as strategic priorities are developed. The deliverable for the stakeholder input and feedback process will consist of:

- Summarized findings and insights from interviews, town halls, and community focus groups to be thoughtfully and meaningfully incorporated into the strategic plan
- Present the summarized findings and insights to the steering committee, as well as the strategic planning process and recommendation implications
- Present the summarized findings and insights and how they are reflected in preliminary strategic recommendations to the County Commissioners, if requested

#### **WORKSTREAM 3: REVENUE MAXIMIZATION**

HMA will perform an assessment to assess how well Harris County Public Health is maximizing revenue opportunities for long-term sustainability. Among the areas to be reviewed are maximization of state and federal grants, Medicaid revenue, and local revenues for fee-supported public health, preventative and social services and activities.

#### **Workstream 3: Deliverable**

- Assessment report and roadmap for improving revenues.

#### **WORKSTREAM 4: STRATEGIC PLAN DEVELOPMENT**

##### **Strategic Plan Development**

HMA will develop a strategic plan outline for executive sponsor review and a draft report incorporating decisions and input from the planning process. We will advise the steering committee on key risks and interdependencies of the plan as it takes shape. When the executive sponsor determines the draft is ready to be shared more broadly, we propose Harris County Public Health release the draft plan for public comment. This process could include posting the draft plan on a Harris County Public Health web page or sharing it through other preferred mechanisms. When the draft plan is shared for public comment, many interested parties from the broader community will already have had opportunities to provide input through town hall meetings, community forums, and interviews. They will have had access to summaries of assessment findings and strategic themes that emerged from the planning process.

HMA's experienced communications experts will begin to develop customized communications strategies to promote transparency at the beginning of the strategic planning process. The strategies will include field best practices to improve internal alignment and more importantly, increase awareness and position the organization's standing as a responsive community resource and valuable partner.

HMA will align our strategy to the organization's objectives, maximize positive opportunity form organizational profile, and mitigate risk through proactive planning in collaboration with the planning committee. In advance of this collaborative work, HMA will conduct an analysis of public opinion data through various media (online, social media, news, ratings) and sources as appropriate.

#### **Implementation Strategies Plan**

We recognize that a strategic plan is only of value to Harris County Public Health if it is actionable and leads to results. A strategic plan is fluid and should be adapted in response to circumstances or change.

This has been highlighted by the public health emergency created by COVID 19 and the urgency to respond to community needs. Once Harris County Public Health approves the strategic plan, HMA will develop a draft implementation plan that provides a roadmap for reaching your strategic goals. While the Strategic Plan defines what we hope to accomplish over the next three years, an implementation plan focuses on what is to be achieved in a one-year timeframe. The implementation plan will further define the objectives and tactics that will support the achievement of the high-level strategies/goals, as

well as identify the accountable leader for each goal. It will include specific activities and tactics as well as the expected timeline for completion. Accompanying the strategic and implementation plan are a set of performance indicators to track implementation progress and success. These indicators are created to be reviewed by the leadership and Commissioners at quarterly intervals and adapted according to the community's needs.

#### **Workstream 4: Deliverables**

- An outline of the strategic plan for the steering committee's review, feedback, and agreement
- A draft strategic plan that can be shared for feedback at multiple levels of the organization and with key stakeholders
- A final strategic plan in the agreed-upon format including an executive summary that may be used as a stand-alone summary document
- An outline of the strategic plan implementation strategies for the steering committee's review, feedback, and agreement
- A draft implementation plan and strategies that can be shared organizationally and with key stakeholders for feedback
- A final implementation plan in the agreed-upon format with concrete and actionable items

#### **PROJECT MANAGEMENT**

The objective of the strategic planning process is to create, with guidance from leadership and steering committees, a dynamic and actionable final plan Harris County Public Health will implement to meet their strategic goals effectively. The delivery of the final strategic plans for Harris County Public Health culminates from a coordinated process incorporating input from leadership and stakeholders throughout the development of interim products. HMA will employ a change management process points during the strategic planning process to foster communication, build sustainable organizational capacity for effective planning, and promote successful implementation of the strategic plan.

The HMA team will use a four-component, collaborative, and strategic planning approach with the following goals:

1. **Project initiation:** Confirm shared expectations for managing the project
2. **Building a shared understanding:** Gain insight on both organizations and lay the groundwork for developing meaningful strategic options including stakeholder input, strategic research, and data analysis
3. **Prioritizing options:** Develop, iterate, and prioritize strategic options
4. **Development and socialization:** Produce final deliverables including a communications plan that will socialize the strategic plans internally and externally

HMA's proposed project structure assumes there will be project oversight in addition to a steering committee for Harris County Public Health that will work closely with the core HMA team. We will work with Harris County Public Health to convene subcommittees, as appropriate to provide additional input on the planning process.

We will continuously integrate the findings of our data collection and analytical findings throughout the process with the summaries of our interviews and planning retreats to draft the strategic plan. Regular meetings with leadership will provide opportunities for review and feedback to inform the iterative development of the plan and refinement of recommendations.

Our approach to project governance and project management emphasizes straightforward, transparent communications and lays the groundwork for successful implementation while recognizing the need to be efficient and respectful of resources. Our process includes streamlined oversight of the planning process, an efficient project management approach, and a thoughtful communications process that fosters change management.

**Kickoff Meeting.** We anticipate conducting a kickoff meeting for a leadership committee established by Harris County Public Health. We may include or provide additional information to any subcommittees. We will prepare and confirm a kickoff agenda prior to the meeting. During kickoff meetings, we will generally:

- Review, document, and confirm project goals and shared expectations for all deliverables
- Identify a point person to be our primary point of contact and/or project manager
- Confirm the timeline for processes, deliverables, and meetings
- Identify key stakeholders to be interviewed and the most appropriate settings and tools with which to engage, including key informants that overlap between Harris Health and Community
- Confirm how data will be shared and stored
- Determine a process for soliciting and incorporating feedback as we draft and finalize strategic recommendations

**CEO One-on-One Sessions.** On similar projects, one of the most valuable activities we have conducted is our one-on-one sessions with the executive director. We would expect to have regular weekly discussions with the executive director and Roxane Townsend, MD the HMA project lead. We will use the sessions to discuss candidly what we are finding and to allow the executive director to ask questions they may not want to ask in a broader forum. All members of the HMA team will be available for informal discussions with the executive director, at your request.

**Weekly Leadership Steering Committee Meetings.** We recommend establishing a steering committee composed of senior leadership who will eventually be responsible for the implementation of strategic initiatives from this process. The steering committee will facilitate analysis and fact-finding, react to findings and recommendations, participate in the decision-making and prioritization process for implementation, and ultimately implement the agreed-upon initiatives. We will meet with these committees weekly, providing materials a day or two in advance, when practical while accommodating leadership availability. These meetings will be scheduled in advance to encourage regular attendance. Our team will document these meetings and share meeting minutes that incorporate decisions reached and next steps assigned.

ORDER OF COMMISSIONERS COURT  
Authorizing execution of Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the \_\_\_\_ day of \_\_\_\_\_, 2021 with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AGREEMENT BETWEEN  
HARRIS COUNTY AND HEALTH MANAGEMENT ASSOCIATES, INC.**

Commissioner \_\_\_\_\_ introduced an order and moved that Commissioners Court adopt the order. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

| Vote of the Court | <u>Yes</u>               | <u>No</u>                | <u>Abstain</u>           |
|-------------------|--------------------------|--------------------------|--------------------------|
| Judge Hidalgo     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Ellis       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Garcia      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Ramsey      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Cagle       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

**IT IS ORDERED** that County Judge Hidalgo be and is hereby authorized to execute for and on behalf of Harris County an agreement between Harris County and Health Management Associates, Inc.; for strategic planning consulting services for Public Health Services; for a not to exceed amount of Two Hundred Fifty-Thousand and No/Dollars (\$250,000.00); commencing upon approval by Commissioners Court and remaining in full force and effect for one (1) year; said Agreement being incorporated as though fully set forth herein word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.