



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

August 24, 2022

Commissioners Court
Harris County, Texas

RE: Job No. 210417

Members of Commissioners Court:

Please approve the attached Order authorizing the County Judge to execute the attached First Amendment to the Agreement for the following:

Description: Ryan White Program Part A Services for Harris County Ryan White Grant Administration/Public Health Services

Service Categories: See attached

Vendor: See attached

Amount: See attached

Reviewed by: X Harris County Purchasing
 X Public Health Services/Ryan White Grant Administration

The First Amendment adjusts funds available to the vendor. Purchase orders will be issued upon Commissioners Court approval.

Sincerely,

Damon Harris for

DeWight Dopslauf
Purchasing Agent

MOO
Attachments
cc: Ryan White Grant Administration/Public Health Services
Vendors

FOR INCLUSION ON COMMISSIONERS COURT AGENDA SEPTEMBER 13, 2022



**Amendment No. 1 for Job No. 210417 - Ryan White Program Part A and Minority AIDS Initiative (MAI)
Services for Harris County Ryan White Grant Administration/Public Health Services**

Vendor	Service Category	Contract No.	Previously Approved Amount	Amount of Increase	Total Amended Amount
Legacy Community Health Services	Medical Nutritional Therapy and Nutritional Supplements	21/0417 (22GEN0499)	\$169,517	\$171,879	\$341,395
Legacy Community Health Services	Ambulatory/Outpatient Medical Care – Vision Care	21/0417 (22GEN0501)	\$124,135	\$55,915	\$180,050
The Montrose Center	Medical Case Management - Clinical Case Management (CCM)	21/0417 (22GEN0503)	\$121,319	\$123,009	\$244,328
Saint Hope Foundation, Inc.	Medical Case Management - Clinical Case Management (CCM)	21/0417 (22GEN0508)	\$121,319	\$123,009	\$244,328
Saint Hope Foundation, Inc.	Oral Health – Rural (North)	21/0417 (22GEN0511)	\$82,626	\$83,778	\$166,404
Saint Hope Foundation, Inc.	Ambulatory/Outpatient Medical Care – Vision Care	21/0417 (22GEN0512)	\$124,135	\$125,865	\$250,000

**FIRST AMENDMENT TO CONTRACT BETWEEN HARRIS COUNTY AND
LEGACY COMMUNITY HEALTH SERVICES**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to Contract ("First Amendment") is made and entered into by and between **Harris County** ("the County") a body corporate and politic under the laws of the State of Texas and **LEGACY COMMUNITY HEALTH SERVICES** ("the Subrecipient").

RECITALS

On or about March 01, 2022, the County entered into a Contract with the Subrecipient (C.A. File No. 22GEN0499) ("the Contract") for the Subrecipient to provide certain services to certain HIV-infected and affected individuals in the Houston Eligible Metropolitan Area ("the Services"). These services are being funded with federal grant monies received by the County under the Ryan White HIV/AIDS Treatment Extension Act of 2009.

The County and Subrecipient now desire to amend the Contract to increase the amount of funds allocated to the Subrecipient by the amount of \$171,878.50 to provide the Services ("First Amendment").

NOW, THEREFORE, the County and Subrecipient in consideration of the mutual covenants and First Amendment to Agreements herein contained do mutually agree as follows:

TERMS:

1. Article V. of the Contract, entitled "COMPENSATION AND PAYMENT FOR SERVICES", paragraph F., is amended to read as follows:

"F. The Consolidated Appropriations Act, 2021, Division H, § 202, (P.L.116-260) enacted December 27, 2020, limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements to the Federal Executive Pay Scale Level II rate set at \$203,700.00, effective January 2022. This amount reflects an individual's base salary exclusive of fringe benefits. An individual's institutional base salary is the annual compensation that the recipient organization pays an individual and excludes any income an individual may be permitted to earn outside the applicant organization duties. HRSA funds may not be used to pay a salary in excess of this rate. This salary limitation also applies to Subrecipients under a HRSA grant or cooperative agreement."

2. It is understood and agreed that First Amended Attachments Nos. 01 and 02 shall replace Attachments Nos. 01 and 02 of the Contract in their entirety. First Amended Attachments Nos. 01 and 02 are attached hereto and incorporated herein by reference. Any and all references in the Contract to Attachment No. 01 shall be references to First Amended


Attachment No. 01. Any and all references in the Contract to Attachment No. 02 shall be references to First Amended Attachment No. 02.

3. Except as set forth herein, all other terms and provisions of said Contract shall remain in full force and effect as originally written and subsequently amended.
4. The County executes this First Amendment by and through the County Judge acting pursuant to Order of Commissioners Court of Harris County, Texas, so authorizing. This First Amendment shall not become effective until executed by all parties hereto and remain in full force and effect until 2/28/2023. At the County's option, the Contract may be renewed on the same terms and conditions for four (4) one-year periods (each a "Renewal Term").
5. Contractor's funds will be increased by One Hundred Seventy-One Thousand Eight Hundred Seventy-Eight and 50/Dollars, (\$171,878.50) for providing services. Having previously certified funds in the amount of One Hundred Sixty-Nine Thousand Five Hundred Sixteen and 50/Dollars (\$169,516.50), the total funds available under the Contract is Three Hundred Forty-One Thousand Three Hundred Ninety-Five and 00/Dollars (\$341,395.00). Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this First Amendment, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Contract and First Amendment, and the total maximum sum that the County shall become liable to pay to Contractor under this Amendment for the Services, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Three Hundred Forty-One Thousand Three Hundred Ninety-Five and 00/Dollars (\$341,395.00).
6. Contractor further understands and agrees that payment for the Services under this Contract shall be made from Grant Funds awarded to the County for the term of the Contract. It is expressly understood and agreed that the County shall rely solely on Grant Funds under the Grant awarded to the County with which to pay its obligations for the Services provided under this Contract. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Contract until the Grant Funds are actually received by the County and then only to the extent that such monies are actually received and certified available for this Contract by the County Auditor, as evidenced by the issuance of a Purchase Order for the amount. Contractor agrees that the Grant Funds awarded to the County are the exclusive funding of the Contract.
7. The Parties understand that payment obligations created by this Contract are conditioned upon the availability of third-party funds (e.g., federal funds awarded to the State or County) from the United States Public Health Service, Health Resources and Services Administration ("HRSA") and appropriated for the payment of such obligations under the Grant. In the event these funds are discontinued or reduced during the Contract term, the County shall not be liable for payment of any funds above the actual Grant Funds the County receives. If such a discontinuation/reduction occurs and the Parties are unable to renegotiate the Contract upon mutually acceptable terms, Contractor's sole and exclusive remedy shall be to terminate this Contract. The County obligation to make any payments

under the Contract is limited to the amount of the Grant Funds. Contractor agrees that it will not be entitled to any damages or remedies of any kind including, but not limited to liquidated or incidental damages, late fees, penalties, or finance charges. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of the Contract.

**APPROVED AS TO FORM:
CHRISTIAN D. MENELEE**

County Attorney


By: _____

T. Scott Petty
Assistant County Attorney
C.A. File No. 22GEN2224

HARRIS COUNTY

By: _____

Lina Hidalgo
County Judge

Date signed: _____

APPROVED:

HARRIS COUNTY PUBLIC HEALTH

Ericka Brown

Digitally signed by Ericka
Brown
Date: 2022.07.28
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By: _____

Ericka Brown, MD, MBA
Director, Community Health and Wellness Division

Date signed: _____

ATTEST:

By: _____

Secretary

Legacy Community Health Services, Inc.

DocuSigned by:

By: _____
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Robert Hilliard, Chief Executive Officer

Date Signed: 7/25/2022

FIRST AMENDED ATTACHMENT NO. 01**SECTION I: SCOPE OF SERVICE**

HRSA Service Category: Medical Nutritional Therapy

Local Service Category: Medical Nutritional Therapy and Nutritional Supplements

Budget Type: Hybrid

Budget Requirements or Restrictions: ***Supplements:*** An individual client may not exceed \$1,000.00 in supplements annually without **prior** approval by RWGA.

Nutritional Therapy: An individual nutritional education/counseling session lasting a minimum of 45 minutes. Provision of professional (licensed registered dietitian) education/counseling concerning the therapeutic importance of foods and nutritional supplements that are beneficial to the wellness and improved health conditions of clients. Medically, it is expected that symptomatic or mildly symptomatic clients will be seen once every 12 weeks while clients with higher acuity will be seen once every 6 weeks.

HRSA Service Category Definition: ***Medical nutrition therapy*** is provided by a licensed registered dietitian outside of a primary care visit **and may include the provision of nutritional supplements.**

Local Service Category Definition: ***Supplements:*** Up to a 90-day supply at any given time, per client, of approved nutritional supplements that are listed on the Houston EMA/HSDA Nutritional Supplement Formulary. Nutritional counseling must be provided for each disbursement of nutritional supplements.

Nutritional Therapy: An individual nutritional education/counseling session lasting a minimum of 45 minutes. Provision of professional (licensed registered dietitian) education/counseling concerning the therapeutic importance of foods and nutritional supplements that are beneficial to the wellness and improved health conditions of clients. Medically, it is expected that symptomatic or mildly symptomatic clients will be seen once every 12 weeks while clients with higher acuity will be seen once every 6 weeks. Services must be provided under written order from a state licensed medical provider (MD, DO or PE) with prescribing privileges and must be based on a written nutrition plan developed by a licensed registered dietitian.

Target Population (age, gender, geographic, race, ethnicity, etc.): HIV/AIDS infected persons living within the Houston Eligible Metropolitan Area (EMA) or HIV Service Delivery Area (HSDA).

Services to be Provided: ***Supplements:*** The provision of nutritional supplements to eligible clients with a written referral from a licensed physician or PE that specifies frequency, duration

and amount and includes a written nutritional plan prepared by a licensed, registered dietitian.

Nutritional Supplement Disbursement Counseling is a component of *Medical Nutritional Therapy*. *Nutritional Supplement Disbursement Counseling* is a component of the disbursement transaction and is defined as the provision of information by a licensed registered dietitian about therapeutic nutritional and/or supplemental foods that are beneficial to the wellness and increased health condition of clients provided in conjunction with the disbursement of supplements. Services may be provided either through educational or counseling sessions. Also included in this service are follow up sessions with clients' Primary Care provider regarding the effectiveness of the supplements. The number of sessions for each client shall be determined by a written assessment conducted by the Licensed Dietitian but may not exceed twelve (12) sessions per client per contract year.

Medical Nutritional Therapy: Service must be provided under written order of a state licensed medical provider (MD, DO, PE) with prescribing privileges and must include a written plan developed by state licensed registered dietitian. Client must receive a full range of medical nutritional therapy services including, but not limited to, diet history and recall; estimation of nutrition intake; assessment of weight change; calculation of nutritional requirements related to specific medication regimes and disease status, meal preparation and selection suggestions; calorie counts; evaluation of clinically appropriate laboratory results; assessment of medication-nutrient interactions; and bio-impedance assessment. If patient evaluation indicates the need for interventions such as nutritional supplements, appetite stimulants, or treatment of underlying pathogens, the dietitian must share such findings with the patient's primary medical provider (MD, DO or PE) and provide recommendations. Clients needing additional nutritional resources will be referred to case management services as appropriate and/or local food banks.

Provider must furnish information on this service category to at least the health care providers funded by Ryan White Parts A, B, C and D and TDSHS State Services.

Service Unit Definition(s): ***Supplements:*** One (1) unit of service = a single visit wherein an eligible client receives allowable nutritional supplements (up to a 90 day supply) and nutritional counseling by a licensed dietitian as clinically indicated. A visit wherein the client receives counseling but no supplements is not a billable disbursement transaction.

Medical Nutritional Therapy: An individual nutritional counseling session lasting a minimum of 45 minutes.

Financial Eligibility: Refer to the RWPC's approved current year *Financial Eligibility for Houston EMA Services*.

Client Eligibility: ***Nutritional Supplements:*** HIV-infected and documentation that the client is actively enrolled in primary medical care.

Medical Nutritional Therapy: HIV-infected resident and documentation that the client is actively enrolled in primary medical care.

Agency None.
Requirements:

Staff The nutritional counseling services under this category must be provided by a
Requirements: licensed registered dietitian. Dietitians must have a minimum of two (2) years
experience providing nutritional assessment and counseling to PLWHA.

Special Must comply with Houston EMA/HSDA Part A/B Standards of Care, HHS treatment
Requirements: guidelines and applicable HRSA/HAB HIV Clinical Performance Measures.

Must comply with the Houston EMA/HSDA approved Medical Nutritional Therapy
Formulary.

Subrecipient must comply with CPCDMS system business rules and procedures.

Subrecipient must submit proof of active System for Award Management (SAM) registration annually, and thereafter prior to expiration of active registration.

Only individuals diagnosed with HIV/AIDS residing in the Houston EMA (Harris, Chambers, Fort Bend, Liberty, Montgomery and Waller Counties) will be eligible for services.

Objective 1: By 2/28/23 the Subrecipient shall provide at least 650 unduplicated, eligible HIV-infected individuals with therapeutic nutritional supplements and nutritional therapy as listed below:

African American	50%
White	20%
Hispanic	30%
Female	26%

SECTION II. SPECIAL PROVISIONS

All information and educational materials developed and provided by the Subrecipient will be accurate, comprehensive, and consistent with the current findings of the United States Public Health Service.

Subrecipient must comply with the Client Level Reporting and Ryan White HIV/AIDS Treatment Extension Act Services Data Report filing requirements established by HRSA. The County will provide the Subrecipient with the required format for submitting reports in accordance with these requirements.

The Act requires that resources be allocated at no less than the percentage constituted by the ratio of the population of women, infants, youth, and children with HIV/AIDS to the general population with HIV/AIDS. For the Houston EMA, the following minimum percentages of funding must be utilized to provide services to women, infants, children, and youth as applicable under the Subrecipient's scope of services:

23.75%	Women (ages 25 and older)
0.00%	Infants (ages 0 - < 1 year)
0.16%	Children (ages 1 – 12 years)
3.47%	Youth (ages 13 – 24)

FIRST AMENDED ATTACHMENT NO. 2**BUDGET****Nutritional Supplements****Total****FEE CHARGED PER UNIT OF SERVICE****\$35.00**

1 unit of service = single visit wherein an eligible client receives allowable nutritional supplements (up to a 90 day supply) and nutritional counseling by a licensed dietician as clinically indicated. A visit wherein the client receives counseling but no supplements is not billable.

NUMBER OF UNITS OF SERVICE TO BE PROVIDED**1,463.1214****TOTAL COST OF THESE SERVICES****(\$35.00 x 1,463.1214)****\$51,209.25**

Personnel	\$26.47
Fringe	\$ 5.29
Travel	\$.00
Equipment	\$.00
Supplies	\$.62
Contractual	\$.00
Other	<u>\$ 2.62</u>
TOTAL	\$35.00

TOTAL AMOUNT OF FUNDS TO BE INVOICED**\$228,734.65**

Disbursements for nutritional supplements from the RWGA-approved Supplement Formulary only. An individual client may not exceed \$1,000.00 in supplements annually without prior approval by RWGA.

FIRST AMENDED ATTACHMENT NO. 2**BUDGET**
Nutritional Therapy

		<u>Total</u>
FEE CHARGED PER UNIT OF SERVICE		\$70.00
1 unit of service = An individual nutritional counseling session lasting a minimum of 45 minutes. Services must be provided under written order from a state licensed medical provider (MD, DO or PA) with prescribing privileges and must be based on a written nutrition plan developed by a licensed registered dietitian. The nutritional counseling services must be provided by a licensed registered dietitian.		
NUMBER OF UNITS OF SERVICE TO BE PROVIDED		877.8729
TOTAL COST OF THESE SERVICES	(\$70.00 x 877.8729)	\$61,451.10
Personnel	\$52.93	
Fringe	\$10.58	
Travel	\$.00	
Equipment	\$.00	
Supplies	\$ 1.24	
Contractual	\$.00	
Other	<u>\$ 5.25</u>	
TOTAL	\$70.00	
TOTAL		\$341,395.00

Total reimbursements to the Subrecipient under the Contract shall not exceed \$341,395.00. The Subrecipient further understands and agrees that the Subrecipient shall only be reimbursed for expenses incurred in connection with Subrecipient's Medical Nutritional Therapy and Nutritional Supplements program.

The Subrecipient shall submit final documentation of expenses under this contract to the County no later than March 31, 2023.

ORDER OF COMMISSIONERS COURT
Authorizing execution of an amendment to a contract

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

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

**ORDER AUTHORIZING FIRST AMENDMENT TO THE CONTRACT BETWEEN
HARRIS COUNTY AND LEGACY COMMUNITY HEALTH SERVICES**

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:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack 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:

1. The Harris County Judge is authorized to execute on behalf of Harris County a First Amendment to the Contract in an amount not to exceed \$171,878.50 with Legacy Community Health Services. The First Amendment is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

**FIRST AMENDMENT TO CONTRACT BETWEEN HARRIS COUNTY AND
LEGACY COMMUNITY HEALTH SERVICES**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to Contract ("First Amendment") is made and entered into by and between **Harris County** ("the County") a body corporate and politic under the laws of the State of Texas and **LEGACY COMMUNITY HEALTH SERVICES** ("the Subrecipient").

RECITALS

On or about March 01, 2022, the County entered into a Contract with the Subrecipient (C.A. File No. 22GEN0501) ("the Contract") for the Subrecipient to provide certain services to certain HIV-infected and affected individuals in the Houston Eligible Metropolitan Area ("the Services"). These services are being funded with federal grant monies received by the County under the Ryan White HIV/AIDS Treatment Extension Act of 2009.

The County and Subrecipient now desire to amend the Contract to increase the amount of funds allocated to the Subrecipient by the amount of \$55,915.00 to provide the Services ("First Amendment").

NOW, THEREFORE, the County and Subrecipient in consideration of the mutual covenants and First Amendment to Agreements herein contained do mutually agree as follows:

TERMS:

1. Article V. of the Contract, entitled "COMPENSATION AND PAYMENT FOR SERVICES", paragraph F., is amended to read as follows:

"F. The Consolidated Appropriations Act, 2021, Division H, § 202, (P.L.116-260) enacted December 27, 2020, limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements to the Federal Executive Pay Scale Level II rate set at \$203,700.00, effective January 2022. This amount reflects an individual's base salary exclusive of fringe benefits. An individual's institutional base salary is the annual compensation that the recipient organization pays an individual and excludes any income an individual may be permitted to earn outside the applicant organization duties. HRSA funds may not be used to pay a salary in excess of this rate. This salary limitation also applies to Subrecipients under a HRSA grant or cooperative agreement."

2. It is understood and agreed that First Amended Attachments Nos. 01 and 02 shall replace Attachments Nos. 01 and 02 of the Contract in their entirety. First Amended Attachments Nos. 01 and 02 are attached hereto and incorporated herein by reference. Any and all references in the Contract to Attachment No. 01 shall be references to First Amended

Attachment No. 01. Any and all references in the Contract to Attachment No. 02 shall be references to First Amended Attachment No. 02.

3. Except as set forth herein, all other terms and provisions of said Contract shall remain in full force and effect as originally written and subsequently amended.
4. The County executes this First Amendment by and through the County Judge acting pursuant to Order of Commissioners Court of Harris County, Texas, so authorizing. This First Amendment shall not become effective until executed by all parties hereto and remain in full force and effect until 2/28/2023. At the County's option, the Contract may be renewed on the same terms and conditions for four (4) one-year periods (each a "Renewal Term").
5. Contractor's funds will be increased by Fifty-Five Thousand Nine Hundred Fifteen and 00/Dollars, (\$55,915.00) for providing services. Having previously certified funds in the amount of One Hundred Twenty-Four Thousand One Hundred Thirty-Five and 00/Dollars (\$124,135.00), the total funds available under the Contract is One Hundred Eighty Thousand Fifty and 00/Dollars (\$180,050.00). Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this First Amendment, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Contract and First Amendment, and the total maximum sum that the County shall become liable to pay to Contractor under this Amendment for the Services, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of One Hundred Eighty Thousand Fifty and 00/Dollars (\$180,050.00).
6. Contractor further understands and agrees that payment for the Services under this Contract shall be made from Grant Funds awarded to the County for the term of the Contract. It is expressly understood and agreed that the County shall rely solely on Grant Funds under the Grant awarded to the County with which to pay its obligations for the Services provided under this Contract. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Contract until the Grant Funds are actually received by the County and then only to the extent that such monies are actually received and certified available for this Contract by the County Auditor, as evidenced by the issuance of a Purchase Order for the amount. Contractor agrees that the Grant Funds awarded to the County are the exclusive funding of the Contract.
7. The Parties understand that payment obligations created by this Contract are conditioned upon the availability of third-party funds (e.g., federal funds awarded to the State or County) from the United States Public Health Service, Health Resources and Services Administration ("HRSA") and appropriated for the payment of such obligations under the Grant. In the event these funds are discontinued or reduced during the Contract term, the County shall not be liable for payment of any funds above the actual Grant Funds the County receives. If such a discontinuation/reduction occurs and the Parties are unable to renegotiate the Contract upon mutually acceptable terms, Contractor's sole and exclusive remedy shall be to terminate this Contract. The County obligation to make any payments under the Contract is limited to the amount of the Grant Funds. Contractor agrees that it

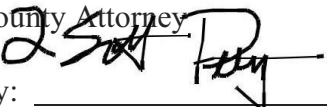
will not be entitled to any damages or remedies of any kind including, but not limited to liquidated or incidental damages, late fees, penalties, or finance charges. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of the Contract.

APPROVED AS TO FORM:

HARRIS COUNTY

CHRISTIAN D. MENEFEE

County Attorney

By: _____

T. Scott Petty
Assistant County Attorney
C.A. File No. 22GEN2364


By: _____

Lina Hidalgo
County Judge

Date signed: _____

APPROVED:

HARRIS COUNTY PUBLIC HEALTH

By: _____

Ericka Brown, MD, MBA
Director, Community Health and Wellness Division

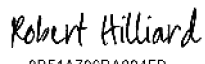
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Brown
Date: 2022.07.28
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Date signed: _____

ATTEST:

Legacy Community Health Services, Inc.

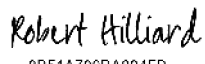
By: _____
Secretary

By: _____

Robert Hilliard, Chief Executive Officer

Date Signed: 7/25/2022

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FIRST AMENDED ATTACHMENT NO. 01

SECTION I. SCOPE OF WORK

HRSA Service Category: Ambulatory/Outpatient Medical Care

Local Service Category: Vision Care
Budget Type: Fee for Service

Budget Requirements or Restrictions: Corrective lenses are not allowable under this category. Corrective lenses may be provided under Health Insurance Assistance and/or Emergency Financial Assistance as applicable/available.

HRSA Service Category Definition: ***Outpatient/Ambulatory medical care*** is the provision of professional diagnostic and therapeutic services rendered by a physician, physician's assistant, clinical nurse specialist, or nurse practitioner in an outpatient setting. Settings include clinics, medical offices, and mobile vans where clients generally do not stay overnight. Emergency room services are not outpatient settings. Services includes diagnostic testing, early intervention and risk assessment, preventive care and screening, practitioner examination, medical history taking, diagnosis and treatment of common physical and mental conditions, prescribing and managing medication therapy, education and counseling on health issues, well-baby care, continuing care and management of chronic conditions, and referral to and provision of specialty care (includes all medical subspecialties). ***Primary medical care*** for the treatment of HIV infection includes the provision of care that is consistent with the Public Health Service's guidelines. Such care must include access to antiretroviral and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination antiretroviral therapies. HRSA policy notice 10-02 states funds awarded under Part A or Part B of the Ryan White CARE Act (Program) may be used for optometric or ophthalmic services under Primary Medical Care. Funds may also be used to purchase corrective lenses for conditions related to HIV infection, through either the Health Insurance Premium Assistance or Emergency Financial Assistance service categories as applicable.

Local Service Category Definition: **Primary Care Office/Clinic Vision Care** is defined as a comprehensive examination by a qualified Optometrist or Ophthalmologist, including Eligibility Screening as necessary. A visit with a credentialed Ophthalmic Medical Assistant for any of the following is an allowable visit:

- Routine and preliminary tests including Cover tests, Ishihara Color Test, NPC (Near Point of Conversion), Vision Acuity Testing, Lensometry.
- Visual field testing
- Glasses dispensing including fittings of glasses, visual acuity testing, measurement, segment height.
- Fitting of contact lenses is not an allowable follow-up visit.

Target Population (age, gender, geographic, race, ethnicity, etc.):	HIV-infected individuals residing in the Houston EMA/HSDA.
Services to be Provided:	Services must be provided at an eye care clinic or Optometrist's office. Services must include but are not limited to external/internal eye health evaluations; refractions; dilation of the pupils; glaucoma and cataract evaluations; CMV screenings; prescriptions for eyeglasses and over the counter medications; provision of eyeglasses (contact lenses are not allowable); and referrals to other service providers (i.e. Primary Care Physicians, Ophthalmologists, etc.) for treatment of CMV, glaucoma, cataracts, etc. Agency must provide a written plan for ensuring that collaboration occurs with other providers (Primary Care Physicians, Ophthalmologists, etc.) to ensure that patients receive appropriate treatment for CMV, glaucoma, cataracts, etc.
Service Unit Definition(s):	One (1) unit of service = One (1) patient visit to the Optometrist, Ophthalmologist or Ophthalmic Assistant.
Financial Eligibility:	Refer to the RWPC's approved current year <i>Financial Eligibility for Houston EMA Services</i> .
Client Eligibility:	HIV-infected resident of the Houston EMA/HSDA.
Agency Requirements:	Providers and system must be Medicaid/Medicare certified to ensure that Ryan White Program funds are the payer of last resort to the extent examinations and eyewear are covered by the State Medicaid program.
Staff Requirements:	Subrecipient must have on staff a Doctorate of Optometry licensed by the Texas Optometry Board as a Therapeutic Optometrist.
Special Requirements:	Vision care services must meet or exceed current U.S. Dept. of Health and Human Services (HHS) guidelines for the treatment and management of HIV disease as applicable to vision care

Subrecipient must comply with CPCDMS system business rules and procedures.

Subrecipient must submit proof of active System for Award Management (SAM) registration annually, and thereafter prior to expiration of active registration.

Only individuals diagnosed with HIV/AIDS residing in the Houston EMA (Harris, Chambers, Fort Bend, Liberty, Montgomery and Waller Counties) will be eligible for services.

Objective 1: By 02/28/23 to provide at least 1,100 unduplicated, eligible individuals with vision care services. At least 45% of total unduplicated clients served during the contract term should be African American (non-Hispanic) PLWHA.

SECTION II. SPECIAL PROVISIONS

All information and educational materials developed and provided by the Subrecipient will be accurate, comprehensive, and consistent with the current findings of the United States Public Health Service.

Subrecipient must comply with the Client Level Reporting and Ryan White HIV/AIDS Treatment Extension Act Services Data Report filing requirements established by HRSA. The County will provide the Subrecipient with the required format for submitting reports in accordance with these requirements.

The Act requires that resources be allocated at no less than the percentage constituted by the ratio of the population of women, infants, youth, and children with HIV/AIDS to the general population with HIV/AIDS. For the Houston EMA, the following minimum percentages of funding must be utilized to provide services to women, infants, children, and youth as applicable under the Subrecipient's scope of services:

23.75%	Women (ages 25 and older)
0.00%	Infants (ages 0 - < 1 year)
0.16%	Children (ages 1 – 12 years)
3.47%	Youth (ages 13 – 24)

FIRST AMENDED ATTACHMENT NO. 02**BUDGET**
Vision Care

	<u>Total</u>
FEE CHARGED PER UNIT OF SERVICE	\$65.00
1 unit of service = One (1) patient visit to the Optometrist OD/Certified Ophthalmic Assistant COA and/or Ophthalmologist MD. Subrecipient must identify each type of patient visit (i.e. Optometry, Ophthalmologist, etc.) and provide the performer name and credentials. <i>Visits in which a client sees an Optometrist and Certified Ophthalmic Assistant on the same day shall be billed as one visit.</i>	
NUMBER OF UNITS OF SERVICE TO BE PROVIDED	2,770
TOTAL COST OF THESE SERVICES	\$180,050.00
	(\$65.00 x 2,770)

Personnel	\$50.53
Fringe	\$10.14
Travel	\$.00
Equipment	\$.00
Supplies	\$.23
Contractual	\$.00
Other	<u>\$ 4.10</u>
TOTAL	\$65.00

TOTAL	\$180,050.00
--------------	---------------------

Total reimbursements to the Subrecipient under the Contract shall not exceed \$180,050.00. The Subrecipient further understands and agrees that the Subrecipient shall only be reimbursed for expenses incurred in connection with the Subrecipient's primary care vision care program.

The Subrecipient shall submit its final request for payment to the County no later than March 31, 2023.

ORDER OF COMMISSIONERS COURT
Authorizing execution of an amendment to a contract

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

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

**ORDER AUTHORIZING FIRST AMENDMENT TO THE CONTRACT BETWEEN
HARRIS COUNTY AND LEGACY COMMUNITY HEALTH SERVICES**

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:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack 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:

1. The Harris County Judge is authorized to execute on behalf of Harris County a First Amendment to the Contract in an amount not to exceed \$55,915.00 with Legacy Community Health Services. The First Amendment is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

**FIRST AMENDMENT TO CONTRACT BETWEEN HARRIS COUNTY AND
ST. HOPE FOUNDATION, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to Contract ("First Amendment") is made and entered into by and between **Harris County** ("the County") a body corporate and politic under the laws of the State of Texas and **ST. HOPE FOUNDATION, INC.** ("the Subrecipient").

RECITALS

On or about March 01, 2022, the County entered into a Contract with the Subrecipient (C.A. File No. 22GEN0511) ("the Contract") for the Subrecipient to provide certain services to certain HIV-infected and affected individuals in the Houston Eligible Metropolitan Area ("the Services"). These services are being funded with federal grant monies received by the County under the Ryan White HIV/AIDS Treatment Extension Act of 2009.

The County and Subrecipient now desire to amend the Contract to increase the amount of funds allocated to the Subrecipient by the amount of \$83,778.00 to provide the Services ("First Amendment").

NOW, THEREFORE, the County and Subrecipient in consideration of the mutual covenants and First Amendment to Agreements herein contained do mutually agree as follows:

TERMS:

1. Article V. of the Contract, entitled "COMPENSATION AND PAYMENT FOR SERVICES", paragraph F., is amended to read as follows:

"F. The Consolidated Appropriations Act, 2021, Division H, § 202, (P.L.116-260) enacted December 27, 2020, limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements to the Federal Executive Pay Scale Level II rate set at \$203,700.00, effective January 2022. This amount reflects an individual's base salary exclusive of fringe benefits. An individual's institutional base salary is the annual compensation that the recipient organization pays an individual and excludes any income an individual may be permitted to earn outside the applicant organization duties. HRSA funds may not be used to pay a salary in excess of this rate. This salary limitation also applies to Subrecipients under a HRSA grant or cooperative agreement."

2. It is understood and agreed that First Amended Attachments Nos. 01 and 02 shall replace Attachments Nos. 01 and 02 of the Contract in their entirety. First Amended Attachments Nos. 01 and 02 are attached hereto and incorporated herein by reference. Any and all references in the Contract to Attachment No. 01 shall be references to First Amended

Attachment No. 01. Any and all references in the Contract to Attachment No. 02 shall be references to First Amended Attachment No. 02.

3. Except as set forth herein, all other terms and provisions of said Contract shall remain in full force and effect as originally written and subsequently amended.
4. The County executes this First Amendment by and through the County Judge acting pursuant to Order of Commissioners Court of Harris County, Texas, so authorizing. This First Amendment shall not become effective until executed by all parties hereto and remain in full force and effect until 2/28/2023. At the County's option, the Contract may be renewed on the same terms and conditions for four (4) one-year periods (each a "Renewal Term").
5. Contractor's funds will be increased by Eighty-Three Thousand Seven Hundred Seventy-Eight and 00/Dollars, (\$83,778.00) for providing services. Having previously certified funds in the amount of Eighty-Two Thousand Six Hundred Twenty-Six and 00/Dollars (\$82,626.00), the total funds available under the Contract is One Hundred Sixty-Six Thousand Four Hundred Four and 00/Dollars (\$166,404.00). Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this First Amendment, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Contract and First Amendment, and the total maximum sum that the County shall become liable to pay to Contractor under this Amendment for the Services, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of One Hundred Sixty-Six Thousand Four Hundred Four and 00/Dollars (\$166,404.00).
6. Contractor further understands and agrees that payment for the Services under this Contract shall be made from Grant Funds awarded to the County for the term of the Contract. It is expressly understood and agreed that the County shall rely solely on Grant Funds under the Grant awarded to the County with which to pay its obligations for the Services provided under this Contract. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Contract until the Grant Funds are actually received by the County and then only to the extent that such monies are actually received and certified available for this Contract by the County Auditor, as evidenced by the issuance of a Purchase Order for the amount. Contractor agrees that the Grant Funds awarded to the County are the exclusive funding of the Contract.
7. The Parties understand that payment obligations created by this Contract are conditioned upon the availability of third-party funds (e.g., federal funds awarded to the State or County) from the United States Public Health Service, Health Resources and Services Administration ("HRSA") and appropriated for the payment of such obligations under the Grant. In the event these funds are discontinued or reduced during the Contract term, the County shall not be liable for payment of any funds above the actual Grant Funds the County receives. If such a discontinuation/reduction occurs and the Parties are unable to renegotiate the Contract upon mutually acceptable terms, Contractor's sole and exclusive remedy shall be to terminate this Contract. The County obligation to make any payments under the Contract is limited to the amount of the Grant Funds. Contractor agrees that it

will not be entitled to any damages or remedies of any kind including, but not limited to liquidated or incidental damages, late fees, penalties, or finance charges. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of the Contract.

APPROVED AS TO FORM:

HARRIS COUNTY

CHRISTIAN D. MENELEE

County Attorney

By: _____

T. Scott Petty
Assistant County Attorney
C.A. File No. 22GEN2361

By: _____

Lina Hidalgo
County Judge

Date signed: _____

APPROVED:

HARRIS COUNTY PUBLIC HEALTH

By: _____

Ericka Brown

Digitally signed by Ericka
Brown
Date: 2022.07.22
12:03:42 -05'00'

Ericka Brown, MD, MBA
Director, Community Health and Wellness Division

Date signed: _____

ATTEST:

By: _____

Secretary

St. Hope Foundation, Inc.

By: _____

Rodney N. Goodie
Rodney Goodie, Executive Director

Date Signed: 07/20/2022

FIRST AMENDED ATTACHMENT NO. 01

SECTION I. SCOPE OF SERVICES

HRSA Service Category: Oral Health

Local Service Category: Oral Health – Rural (North)

Budget Type: Fee for Service

Budget Requirements or Restrictions: Not Applicable

HRSA Service Category Definition: **Oral health care** services provide outpatient diagnostic, preventive, and therapeutic services by dental health care professionals, including general dental practitioners, dental specialists, dental hygienists, and licensed dental assistants.

Local Service Category Definition: Restorative dental services, oral surgery, root canal therapy, fixed and removable prosthodontics; periodontal services includes subgingival scaling, gingival curettage, osseous surgery, gingivectomy, provisional splinting, laser procedures and maintenance. Oral medication (including pain control) for HIV patients 15 years old or older must be based on a comprehensive individual treatment plan. Prosthodontics services to HIV-infected individuals including, but not limited to examinations and diagnosis of need for dentures, diagnostic measurements, laboratory services, tooth extractions, relines and denture repairs.

Target Population (age, gender, geographic, race, ethnicity, etc.): HIV/AIDS infected individuals residing in Houston Eligible Metropolitan Area (EMA) or Health Service Delivery Area (HSDA) counties other than Harris County. Comprehensive Oral Health services targeted to individuals residing in the northern counties of the EMA/HSDA, including Waller, Walker, Montgomery, Austin, Chambers and Liberty Counties.

Services to be Provided: Services must include, but are not limited to: individual comprehensive treatment plan; diagnosis and treatment of HIV-related oral pathology, including oral Kaposi's Sarcoma, CMV ulceration, hairy leukoplakia, xerostomia, lichen planus, aphthous ulcers and herpetic lesions; diffuse infiltrative lymphocytosis; standard preventive procedures, including oral hygiene instruction, diet counseling and home care program; oral prophylaxis; restorative care; oral surgery including dental implants; root canal therapy; fixed and removable prosthodontics including crowns, bridges and implants; periodontal services, including subgingival scaling, gingival curettage, osseous surgery, gingivectomy, provisional splinting, laser procedures and maintenance. Agency must have mechanism in place to provide oral pain medication as prescribed for clients by the dentist.

Service Unit Definition(s): General Dentistry: A unit of service is defined as one (1) dental visit which includes restorative dental services, oral surgery, root canal therapy, fixed and removable prosthodontics; periodontal services includes subgingival scaling, gingival curettage, osseous surgery, gingivectomy, provisional splinting, laser procedures and maintenance. Oral medication (including pain control) for HIV patients 15 years old or older must be based on a comprehensive individual treatment plan.

Prosthodontics: A unit of services is defined as one (1) Prosthodontics visit.

Financial Eligibility: Refer to the RWPC's approved current year *Financial Eligibility for Houston EMA/HSDA Services*.

Client Eligibility: HIV-infected adults residing in the rural area of Houston EMA/HSDA meeting financial eligibility criteria.

Agency Requirements: Agency must document that the primary patient care dentist has 2 years prior experience treating HIV disease and/or on-going HIV educational programs that are documented in personnel files and updated regularly.

Service delivery site must be located in one of the northern counties of the EMA/HSDA area: Waller, Walker, Montgomery, Austin, Chambers or Liberty Counties

Staff Requirements: State of Texas dental license; licensed dental hygienist and state radiology certification for dental assistants.

Special Requirements: Agency and/or dental providers (clinicians) must be Medicaid certified and enrolled in all Dental Plans offered to Texas STAR+PLUS eligible clients in the Houston EMA/HSDA. Agency/providers must ensure Medicaid certification and billing capability for STAR+PLUS eligible patients remains current throughout the contract term.

Must comply with the Part A standards of care where applicable.

Subrecipient must comply with CPCDMS system business rules and procedures.

Subrecipient must submit proof of active System for Award Management (SAM) registration annually, and thereafter prior to expiration of active registration.

Only individuals diagnosed with HIV/AIDS residing in the Houston EMA (Harris, Chambers, Fort Bend, Liberty, Montgomery and Waller Counties) will be eligible for services.

Objective 1: **By 2/28/23 Subrecipient shall provide at least 290 unduplicated, eligible HIV-infected individuals with oral health care in the north rural area.**

SECTION II. SPECIAL PROVISIONS

All information and educational materials developed and provided by the Subrecipient will be accurate, comprehensive, and consistent with the current findings of the United States Public Health Service.

Subrecipient must comply with the Client Level Reporting and Ryan White HIV/AIDS Treatment Extension Act Services Data Report filing requirements established by HRSA. The County will provide the Subrecipient with the required format for submitting reports in accordance with these requirements.

The Act requires that resources be allocated at no less than the percentage constituted by the ratio of the population of women, infants, youth, and children with HIV/AIDS to the general population with HIV/AIDS. For the Houston EMA, the following minimum percentages of funding must be utilized to provide services to women, infants, children, and youth as applicable under the Subrecipient's scope of services:

23.75%	Women (ages 25 and older)
0.00%	Infants (ages 0 - < 1 year)
0.16%	Children (ages 1 – 12 years)
3.47%	Youth (ages 13 – 24)

FIRST AMENDED ATTACHMENT NO. 02

BUDGET General Dentistry Visit

		<u>Total</u>
FEE CHARGED PER UNIT OF SERVICE		\$100.00
A unit of service is defined as one (1) dental visit which includes restorative dental services, oral surgery, root canal therapy, periodontal services includes subgingival scaling, gingival curettage, osseous surgery, gingivectomy, provisional splinting, laser procedures and maintenance. Oral medication (including pain control) for HIV patients 15 years old or older must be based on a comprehensive individual treatment plan.		
NUMBER OF UNITS OF SERVICE TO BE PROVIDED		1,364.5128
TOTAL COST OF THESE SERVICES	(\$100.00 x 1,364.5128)	\$136,451.28
Personnel	\$70.304	
Fringe	\$17.056	
Travel	\$.000	
Equipment	\$.000	
Supplies	\$ 6.566	
Contractual	\$.000	
Other	<u>\$ 6.074</u>	
TOTAL	\$100.00	

FIRST AMENDED ATTACHMENT NO. 02

BUDGET
Prosthodontics Visit

		<u>Total</u>
FEE CHARGED PER UNIT OF SERVICE		\$150.00
A unit of services is defined as one (1) fixed or removable Prosthodontics visit		
NUMBER OF UNITS OF SERVICE TO BE PROVIDED		199.6848
TOTAL COST OF THESE SERVICES	(\$150.00 x 199.6848)	\$29,952.72
Personnel	\$105.455	
Fringe	\$ 25.584	
Travel	\$.000	
Equipment	\$.000	
Supplies	\$ 9.849	
Contractual	\$.000	
Other	<u>\$ 9.112</u>	
TOTAL	\$ 150.00	

TOTAL **\$166,404.00**

Total reimbursements to the Subrecipient under the Contract shall not exceed \$166,404.00. The Subrecipient further understands and agrees that the Subrecipient shall only be reimbursed for expenses incurred in connection with the Subrecipient's adult oral health program targeting the north rural population.

The Subrecipient shall submit its final request for payment to the County no later than March 31, 2023.

ORDER OF COMMISSIONERS COURT
Authorizing execution of an amendment to a contract

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

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

ORDER AUTHORIZING FIRST AMENDMENT TO THE CONTRACT BETWEEN
HARRIS COUNTY AND ST. HOPE FOUNDATION, 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:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack 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:

1. The Harris County Judge is authorized to execute on behalf of Harris County a First Amendment to the Contract in an amount not to exceed \$83,778.00 with St. Hope Foundation, Inc. The First Amendment is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

**FIRST AMENDMENT TO CONTRACT BETWEEN HARRIS COUNTY AND
ST. HOPE FOUNDATION, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to Contract ("First Amendment") is made and entered into by and between **Harris County** ("the County") a body corporate and politic under the laws of the State of Texas and **ST. HOPE FOUNDATION, INC.** ("the Subrecipient").

RECITALS

On or about March 01, 2022, the County entered into a Contract with the Subrecipient (C.A. File No. 22GEN0508) ("the Contract") for the Subrecipient to provide certain services to certain HIV-infected and affected individuals in the Houston Eligible Metropolitan Area ("the Services"). These services are being funded with federal grant monies received by the County under the Ryan White HIV/AIDS Treatment Extension Act of 2009.

The County and Subrecipient now desire to amend the Contract to increase the amount of funds allocated to the Subrecipient by the amount of \$123,009.00 to provide the Services ("First Amendment").

NOW, THEREFORE, the County and Subrecipient in consideration of the mutual covenants and First Amendment to Agreements herein contained do mutually agree as follows:

TERMS:

1. Article V. of the Contract, entitled "COMPENSATION AND PAYMENT FOR SERVICES", paragraph F., is amended to read as follows:

"F. The Consolidated Appropriations Act, 2021, Division H, § 202, (P.L.116-260) enacted December 27, 2020, limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements to the Federal Executive Pay Scale Level II rate set at \$203,700.00, effective January 2022. This amount reflects an individual's base salary exclusive of fringe benefits. An individual's institutional base salary is the annual compensation that the recipient organization pays an individual and excludes any income an individual may be permitted to earn outside the applicant organization duties. HRSA funds may not be used to pay a salary in excess of this rate. This salary limitation also applies to Subrecipients under a HRSA grant or cooperative agreement."

2. It is understood and agreed that First Amended Attachments Nos. 01 and 02 shall replace Attachments Nos. 01 and 02 of the Contract in their entirety. First Amended Attachments Nos. 01 and 02 are attached hereto and incorporated herein by reference. Any and all references in the Contract to Attachment No. 01 shall be references to First Amended

Attachment No. 01. Any and all references in the Contract to Attachment No. 02 shall be references to First Amended Attachment No. 02.

3. Except as set forth herein, all other terms and provisions of said Contract shall remain in full force and effect as originally written and subsequently amended.
4. The County executes this First Amendment by and through the County Judge acting pursuant to Order of Commissioners Court of Harris County, Texas, so authorizing. This First Amendment shall not become effective until executed by all parties hereto and remain in full force and effect until 2/28/2023. At the County's option, the Contract may be renewed on the same terms and conditions for four (4) one-year periods (each a "Renewal Term").
5. Contractor's funds will be increased by One Hundred Twenty-Three Thousand Nine and 00/Dollars, (\$123,009.00) for providing services. Having previously certified funds in the amount of One Hundred Twenty-One Thousand Three Hundred Nineteen and 00/Dollars (\$121,319.00), the total funds available under the Contract is Two Hundred Forty-Four Thousand Three Hundred Twenty-Eight and 00/Dollars (\$244,328.00). Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this First Amendment, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Contract and First Amendment, and the total maximum sum that the County shall become liable to pay to Contractor under this Amendment for the Services, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Two Hundred Forty-Four Thousand Three Hundred Twenty-Eight and 00/Dollars (\$244,328.00).
6. Contractor further understands and agrees that payment for the Services under this Contract shall be made from Grant Funds awarded to the County for the term of the Contract. It is expressly understood and agreed that the County shall rely solely on Grant Funds under the Grant awarded to the County with which to pay its obligations for the Services provided under this Contract. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Contract until the Grant Funds are actually received by the County and then only to the extent that such monies are actually received and certified available for this Contract by the County Auditor, as evidenced by the issuance of a Purchase Order for the amount. Contractor agrees that the Grant Funds awarded to the County are the exclusive funding of the Contract.
7. The Parties understand that payment obligations created by this Contract are conditioned upon the availability of third-party funds (e.g., federal funds awarded to the State or County) from the United States Public Health Service, Health Resources and Services Administration ("HRSA") and appropriated for the payment of such obligations under the Grant. In the event these funds are discontinued or reduced during the Contract term, the County shall not be liable for payment of any funds above the actual Grant Funds the County receives. If such a discontinuation/reduction occurs and the Parties are unable to renegotiate the Contract upon mutually acceptable terms, Contractor's sole and exclusive remedy shall be to terminate this Contract. The County obligation to make any payments


under the Contract is limited to the amount of the Grant Funds. Contractor agrees that it will not be entitled to any damages or remedies of any kind including, but not limited to liquidated or incidental damages, late fees, penalties, or finance charges. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of the Contract.

APPROVED AS TO FORM:

HARRIS COUNTY

CHRISTIAN D. MENEFE

County Attorney

By: _____

T. Scott Petty
Assistant County Attorney
C.A. File No. 22GEN2360

By: _____

Lina Hidalgo
County Judge

Date signed: _____

APPROVED:

HARRIS COUNTY PUBLIC HEALTH

By: _____

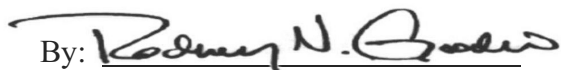
Ericka Brown, MD, MBA
Director, Community Health and Wellness Division

Date signed: _____

ATTEST:

St. Hope Foundation, Inc.

By: _____
Secretary

By: _____
Rodney Goodie, Executive Director

Date Signed: 07/20/2022

FIRST AMENDED ATTACHMENT NO. 01

SECTION I: SCOPE OF SERVICE

HRSA Service Category: **Medical Case Management**

Local Service Category: **Clinical Case Management (CCM) – 3.0 FTE**

Budget Type: **Fee for Service**

Budget Requirements or

Restrictions:

Not applicable.

HRSA Service

Category

Definition:

Medical Case Management services (including treatment adherence) are a range of client-centered services that link clients with health care, psychosocial, and other services. The coordination and follow-up of medical treatments is a component of medical case management. These services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care, through ongoing assessment of the client's and other key family members' needs and personal support systems. Medical case management includes the provision of treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatments. Key activities include (1) initial assessment of service needs; (2) development of a comprehensive, individualized service plan; (3) coordination of services required to implement the plan; (4) client monitoring to assess the efficacy of the plan; and (5) periodic re-evaluation and adaptation of the plan as necessary over the life of the client. It includes client-specific advocacy and/or review of utilization of services. This includes all types of case management including face-to-face, phone contact, and any other forms of communication.

Local Service

Category

Definition:

Clinical Case Management: Identifying and screening clients who are accessing HIV-related services from a clinical delivery system that provides Mental Health treatment/counseling and/or Substance Abuse treatment services; assessing each client's medical and psychosocial history and current service needs; developing and regularly updating a clinical service plan based upon the client's needs and choices; implementing the plan in a timely manner; providing information, referrals and assistance with linkage to medical and psychosocial services as needed; monitoring the efficacy and quality of services through periodic reevaluation; advocating on behalf of clients to decrease service gaps and remove barriers to services helping clients develop and utilize independent living skills and strategies. Assist clients in obtaining needed resources, including bus pass vouchers and gas cards per published HCPH/RWGA policies.

Target Population
(age, gender, geographic,
race, ethnicity, etc.):

Services will be available to eligible HIV-infected clients residing in the Houston EMA with priority given to clients most in need. All clients who receive services will be served without regard to age, gender, race, color, religion, national origin, sexual orientation, or handicap. Services will target low income individuals with HIV/AIDS who demonstrate multiple medical, mental health, substance use/abuse and psychosocial needs including, but not limited to: mental health counseling (i.e. professional counseling), substance abuse treatment, primary medical care, specialized care, alternative treatment, medications, placement in a medical facility, emotional support, basic needs for food, clothing, and shelter, transportation, legal services and vocational services. Services will also target clients who cannot function in the community due to barriers which include, but are not limited to, mental illness and psychiatric disorders, drug addiction and substance abuse, extreme lack of knowledge regarding available services, inability to maintain financial independence, inability to complete necessary forms, inability to arrange and complete entitlement and medical appointments, homelessness, deteriorating medical condition, illiteracy, language/cultural barriers and/or the absence of speech, sight, hearing, or mobility.

Clinical Case Management is intended to serve eligible clients, especially those underserved or unserved population groups which include: African American, Hispanic/Latino, Women and Children, Veteran, Deaf/Hard of Hearing, Substance Abusers, Homeless and Gay/Lesbian/Transsexual.

Services to be
Provided:

Provision of Clinical Case Management activities performed by the Clinical Case Manager.

Clinical Case Management is a working agreement between a client and a Clinical Case Manager for a defined period of time based on the client's assessed needs. *Clinical Case Management* services include performing a comprehensive assessment and developing a clinical service plan for each client; monitoring plan to ensure its implementation; and educating client regarding wellness, medication and health care compliance in order to maximize benefit of mental health and/or substance abuse treatment services. The *Clinical Case Manager* serves as an advocate for the client and as a liaison with mental health, substance abuse and medical treatment providers on behalf of the client. The Clinical Case Manager ensures linkage to mental health, substance abuse, primary medical care and other client services as indicated by the clinical service plan. The Clinical Case Manager will perform *Mental Health and Substance Abuse/Use Assessments* in accordance with RWGA Quality Management guidelines. Service plan must reflect an ongoing discussion of mental health treatment and/or substance abuse treatment, primary medical care and medication adherence, per client need. *Clinical Case Management* is both office and community-based. Clinical Case Managers will interface with the primary medical care delivery system as necessary to ensure services are integrated with, and complimentary to, a client's medical treatment plan.

Service Unit Definition(s):	One unit of service is defined as 15 minutes of direct client services and allowable charges.
Financial Eligibility:	Refer to the RWPC's approved <i>Financial Eligibility for Houston EMA Services</i> .
Client Eligibility:	HIV-infected individuals residing in the Houston EMA.
Agency Requirements:	<p><i>Clinical Case Management</i> services will comply with the HCPH/RWGA published Clinical Case Management Standards of Care and policies and procedures as published and/or revised, including linkage to the CPCDMS data system</p> <p><i>Clinical Case Management Services</i> must be provided by an agency with a documented history of, and current capacity for, providing mental health counseling services (categories b., c. and d. as listed under <i>Amount Available</i> above) or substance abuse treatment services to PLWH/A (category a. under <i>Amount Available</i> above) in the Houston EMA. Specifically, an applicant for this service category must clearly demonstrate it has provided mental health treatment services (e.g. professional counseling) or substance abuse treatment services (as applicable to the specific CCM category being applied for) in the previous calendar or grant year to individuals with an HIV diagnosis. Acceptable documentation for such treatment activities includes standardized reporting documentation from the County's <i>CPCDMS</i> or Texas Department of State Health Services' <i>ARIES</i> data systems, Ryan White Services Report (RSR) for 2022, SAMSHA or TDSHS/SAS program reports or other verifiable <u>published</u> data. Data submitted to meet this requirement is subject to audit by HCPH/RWGA prior to an award being recommended. Agency-generated non-verifiable data is not acceptable. In addition, applicant agency must demonstrate it has the capability to continue providing mental health treatment and/or substance abuse treatment services for the duration of the contract term and any subsequent one-year contract renewals. Acceptable documentation of such continuing capability includes <u>current</u> funding from Ryan White (all Parts), TDSHS HIV-related funding (Ryan White, State Services, State-funded Substance Abuse Services), SAMSHA and other ongoing federal, state and/or public or private foundation HIV-related funding for mental health treatment and/or substance abuse treatment services. Proof of such funding must be documented in the application and is subject to independent verification by HCPH/RWGA prior to an award being recommended.</p> <p>Loss of funding and corresponding loss of capacity to provide mental health counseling or substance abuse treatment services as applicable may result in the termination of Clinical Case Management Services awarded under this service category. Continuing eligibility for Clinical Case Management Services funding is explicitly contingent on applicant agency maintaining verifiable capacity to provide mental health counseling or substance abuse treatment services as applicable to PLWH/A during the contract term.</p>

Agency must be Medicaid and Medicare Certified.

Staff Requirements: Clinical Case Managers must spend at least 42% (867 hours per FTE) of their time providing direct case management services. Direct case management services include any activities with a client (face-to-face or by telephone), communication with other service providers or significant others to access client services, monitoring client care, and accompanying clients to services. Indirect activities include travel to and from a client's residence or agency, staff meetings, supervision, community education, documentation, and computer input. Direct case management activities must be documented in the Centralized Patient Care Data Management System (CPCDMS) according to CPCDMS business rules.

Must comply with applicable HCPH/RWGA Houston EMA/HSDA Part A/B Ryan White Standards of Care:

Minimum Qualifications:

Clinical Case Managers must have at a minimum a Bachelor's degree from an accredited college or university with a major in social or behavioral sciences and have a current and in good standing State of Texas license (LCSW, LPC, LPC-I, LMFT, LMFT-A or higher level of licensure). The Clinical Case Manager may supervise the Service Linkage Worker. CCM targeting Hispanic PLWHA must demonstrate both written and verbal fluency in Spanish.

Supervision:

The **Clinical Case Manager** (CCM) must function with the clinical infrastructure of the applicant agency and receive supervision in accordance with the CCM's licensure requirements. At a minimum, the CCM must receive ongoing supervision that meets or exceeds RWGA published Ryan White Part A/B Standards of Care for Clinical Case Management. If applicant agency also has Service Linkage Workers funded under Ryan White Part A the CCM may supervise the Service Linkage Worker(s). Supervision provided by a CCM that is not client specific is considered **indirect time** and is not billable.

Special
Requirements:

Contractor must employ full-time Clinical Case Managers. Prior approval must be obtained from RWGA to split full-time equivalent (FTE) CCM positions among other contracts or to employ part-time staff. **Contractor must provide to RWGA the names of each Clinical Case Manager and the program supervisor no later than 3/31/22. Contractor must inform RWGA in writing of any changes in personnel assigned to contract within seven (7) business days of change.**

Contractor must comply with CPCDMS data system business rules and procedures.

Contractor must perform CPCDMS new client registrations and registration updates for clients needing ongoing case management services as well as

those clients who may only need to establish system of care eligibility. Contractor must issue bus pass vouchers in accordance with HCPH/RWGA policies and procedures.

Bus Card Distribution

The County will provide Agency with METRO bus card vouchers. Bus card vouchers must be distributed in accordance with RWGA policies and procedures, standards of care and financial eligibility guidelines. Agency may only issue METRO bus card vouchers to clients wherein the Agency is the CPCDMS record owning agency. Clients who receive primary medical care services from a Ryan White funded provider, must obtain their bus card voucher from their primary medical care provider.

Contractor must submit proof of active System for Award Management (SAM) registration annually, and thereafter prior to expiration of active registration.

Only individuals diagnosed with HIV/AIDS residing in the Houston EMA (Harris, Chambers, Fort Bend, Liberty, Montgomery and Waller Counties) will be eligible for services.

Objective 1: By 2/28/23 to provide at least 330 unduplicated, eligible HIV-infected clients with greater access into the HIV/AIDS continuum of care by means of a clinical case management program.

SECTION II. SPECIAL PROVISIONS

All information and educational materials developed and provided by the Contractor will be accurate, comprehensive, and consistent with the current findings of the United States Public Health Service.

Contractor must comply with the Client Level Reporting and Ryan White HIV/AIDS Treatment Extension Act Services Data Report filing requirements established by HRSA. The County will provide the Contractor with the required format for submitting reports in accordance with these requirements.

The Act requires that resources be allocated at no less than the percentage constituted by the ratio of the population of women, infants, youth, and children with HIV/AIDS to the general population with HIV/AIDS. For the Houston EMA, the following minimum. Percentages of funding must be utilized to provide services to women, infants, children, and youth as applicable under the Contractor's scope of services:

23.75%	Women (ages 25 and older)
0.00%	Infants (ages 0 - < 1 year)
0.16%	Children (ages 1 – 12 years)
3.47%	Youth (ages 13 – 24)

FIRST AMENDED ATTACHMENT NO. 02

BUDGET Clinical Case Management

Total

FEE CHARGED PER UNIT OF SERVICE

\$25.00

1 unit of service = 15 minutes of direct client services, including other allowable activities*. Contractor must enter time in exact increments of 1 minute each. For example, 23 minutes of direct client services to an eligible client must be entered into the CPCDMS as 23 minutes. Contractor may not round time up or down. *The RWGA designated units for completing Assessments & Service Plans may only be billed twice per contract year (i.e., every 6 months) which consist of two units for a comprehensive assessment or service plan, and one unit for a brief assessment.*

NUMBER OF UNITS OF SERVICE TO BE PROVIDED

9,773.12

TOTAL COST OF THESE SERVICES

(\$25.00 x 9,773.12)

\$244,328.00

Personnel	\$18.51
Fringe	\$ 4.49
Travel	\$.00
Equipment	\$.00
Supplies	\$.00
Contractual	\$.00
Other	\$ 2.00
TOTAL	\$25.00

* Case Management/SLW Other Allowable Activities

Service	Minutes	Comments
Online TDSHS Case Management Certification	Maximum of 16 hours (contingent on completing course and making passing score)	As required by SOC
Online FEMA Training	Maximum 180 min. per req. courses (contingent on completion certificate)	As required by SOC
Online Certified Application Counselor Training	Maximum 360 minutes (contingent on completion certificate)	As required by SOC
Online CPCDMS Training Module	Maximum of 2 hours (upon completion of all modules)	As required
Case Mgmt. trainings & meetings ¹	Exact ¹	As required by SOC
CPCDMS trainings ¹	Exact ¹	As required
Mandatory Meetings and/or Trainings Required by RWGA ¹	Exact ¹	As required

¹Only billable if provided by RWGA staff, and excludes breaks and lunch

Total reimbursements to the Contractor under the Contract shall not exceed \$244,328.00. The Contractor further understands and agrees that the Contractor shall only be reimbursed for expenses incurred in connection with Contractor's clinical case management program.

The Contractor shall submit its final request for payment to the County no later than March 31, 2023.

ORDER OF COMMISSIONERS COURT
Authorizing execution of an amendment to a contract

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

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

ORDER AUTHORIZING FIRST AMENDMENT TO THE CONTRACT BETWEEN
HARRIS COUNTY AND ST. HOPE FOUNDATION, 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:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack 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:

1. The Harris County Judge is authorized to execute on behalf of Harris County a First Amendment to the Contract in an amount not to exceed \$123,009.00 with St. Hope Foundation, Inc. The First Amendment is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

**FIRST AMENDMENT TO CONTRACT BETWEEN HARRIS COUNTY AND
ST. HOPE FOUNDATION, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to Contract ("First Amendment") is made and entered into by and between **Harris County** ("the County") a body corporate and politic under the laws of the State of Texas and **ST. HOPE FOUNDATION, INC.** ("the Subrecipient").

RECITALS

On or about March 01, 2022, the County entered into a Contract with the Subrecipient (C.A. File No. 22GEN0512) ("the Contract") for the Subrecipient to provide certain services to certain HIV-infected and affected individuals in the Houston Eligible Metropolitan Area ("the Services"). These services are being funded with federal grant monies received by the County under the Ryan White HIV/AIDS Treatment Extension Act of 2009.

The County and Subrecipient now desire to amend the Contract to increase the amount of funds allocated to the Subrecipient by the amount of \$125,865.00 to provide the Services ("First Amendment").

NOW, THEREFORE, the County and Subrecipient in consideration of the mutual covenants and First Amendment to Agreements herein contained do mutually agree as follows:

TERMS:

1. Article V. of the Contract, entitled "COMPENSATION AND PAYMENT FOR SERVICES", paragraph F., is amended to read as follows:

"F. The Consolidated Appropriations Act, 2021, Division H, § 202, (P.L.116-260) enacted December 27, 2020, limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements to the Federal Executive Pay Scale Level II rate set at \$203,700.00, effective January 2022. This amount reflects an individual's base salary exclusive of fringe benefits. An individual's institutional base salary is the annual compensation that the recipient organization pays an individual and excludes any income an individual may be permitted to earn outside the applicant organization duties. HRSA funds may not be used to pay a salary in excess of this rate. This salary limitation also applies to Subrecipients under a HRSA grant or cooperative agreement."

2. It is understood and agreed that First Amended Attachments Nos. 01 and 02 shall replace Attachments Nos. 01 and 02 of the Contract in their entirety. First Amended Attachments Nos. 01 and 02 are attached hereto and incorporated herein by reference. Any and all references in the Contract to Attachment No. 01 shall be references to First Amended

Attachment No. 01. Any and all references in the Contract to Attachment No. 02 shall be references to First Amended Attachment No. 02.

3. Except as set forth herein, all other terms and provisions of said Contract shall remain in full force and effect as originally written and subsequently amended.
4. The County executes this First Amendment by and through the County Judge acting pursuant to Order of Commissioners Court of Harris County, Texas, so authorizing. This First Amendment shall not become effective until executed by all parties hereto and remain in full force and effect until 2/28/2023. At the County's option, the Contract may be renewed on the same terms and conditions for four (4) one-year periods (each a "Renewal Term").
5. Contractor's funds will be increased by One Hundred Twenty-Five Thousand Eight Hundred Sixty-Five and 00/Dollars, (\$125,865.00) for providing services. Having previously certified funds in the amount of One Hundred Twenty-Four Thousand One Hundred Thirty-Five and 00/Dollars (\$124,135.00), the total funds available under the Contract is Two Hundred Fifty Thousand and 00/Dollars (\$250,000.00). Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this First Amendment, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Contract and First Amendment, and the total maximum sum that the County shall become liable to pay to Contractor under this Amendment for the Services, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Two Hundred Fifty Thousand and 00/Dollars (\$250,000.00).
6. Contractor further understands and agrees that payment for the Services under this Contract shall be made from Grant Funds awarded to the County for the term of the Contract. It is expressly understood and agreed that the County shall rely solely on Grant Funds under the Grant awarded to the County with which to pay its obligations for the Services provided under this Contract. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Contract until the Grant Funds are actually received by the County and then only to the extent that such monies are actually received and certified available for this Contract by the County Auditor, as evidenced by the issuance of a Purchase Order for the amount. Contractor agrees that the Grant Funds awarded to the County are the exclusive funding of the Contract.
7. The Parties understand that payment obligations created by this Contract are conditioned upon the availability of third-party funds (e.g., federal funds awarded to the State or County) from the United States Public Health Service, Health Resources and Services Administration ("HRSA") and appropriated for the payment of such obligations under the Grant. In the event these funds are discontinued or reduced during the Contract term, the County shall not be liable for payment of any funds above the actual Grant Funds the County receives. If such a discontinuation/reduction occurs and the Parties are unable to renegotiate the Contract upon mutually acceptable terms, Contractor's sole and exclusive remedy shall be to terminate this Contract. The County obligation to make any payments under the Contract is limited to the amount of the Grant Funds. Contractor agrees that it


will not be entitled to any damages or remedies of any kind including, but not limited to liquidated or incidental damages, late fees, penalties, or finance charges. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of the Contract.

APPROVED AS TO FORM:

HARRIS COUNTY

CHRISTIAN D. MENELEE

County Attorney

By: _____

T. Scott Petty
Assistant County Attorney
C.A. File No. 22GEN2362

By: _____

Lina Hidalgo
County Judge

Date signed: _____

APPROVED:

HARRIS COUNTY PUBLIC HEALTH

By: _____

Digitally signed by Ericka
Brown
Date: 2022.07.22
12:07:01 -05'00'

Ericka Brown, MD, MBA
Director, Community Health and Wellness Division

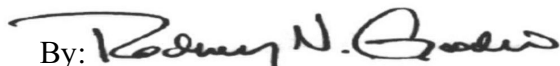
Date signed: _____

ATTEST:

By: _____

Secretary

St. Hope Foundation, Inc.

By: _____

Rodney Goodie, Executive Director

Date Signed: 07/20/2022

FIRST AMENDED ATTACHMENT NO. 01

SECTION I. SCOPE OF WORK

HRSA Service Category: Ambulatory/Outpatient Medical Care

Local Service Category: Vision Care
Budget Type: Fee for Service

Budget Requirements or Restrictions: Corrective lenses are not allowable under this category. Corrective lenses may be provided under Health Insurance Assistance and/or Emergency Financial Assistance as applicable/available.

HRSA Service Category Definition: ***Outpatient/Ambulatory medical care*** is the provision of professional diagnostic and therapeutic services rendered by a physician, physician's assistant, clinical nurse specialist, or nurse practitioner in an outpatient setting. Settings include clinics, medical offices, and mobile vans where clients generally do not stay overnight. Emergency room services are not outpatient settings. Services includes diagnostic testing, early intervention and risk assessment, preventive care and screening, practitioner examination, medical history taking, diagnosis and treatment of common physical and mental conditions, prescribing and managing medication therapy, education and counseling on health issues, well-baby care, continuing care and management of chronic conditions, and referral to and provision of specialty care (includes all medical subspecialties). ***Primary medical care*** for the treatment of HIV infection includes the provision of care that is consistent with the Public Health Service's guidelines. Such care must include access to antiretroviral and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination antiretroviral therapies. HRSA policy notice 10-02 states funds awarded under Part A or Part B of the Ryan White CARE Act (Program) may be used for optometric or ophthalmic services under Primary Medical Care. Funds may also be used to purchase corrective lenses for conditions related to HIV infection, through either the Health Insurance Premium Assistance or Emergency Financial Assistance service categories as applicable.

Local Service Category Definition: **Primary Care Office/Clinic Vision Care** is defined as a comprehensive examination by a qualified Optometrist or Ophthalmologist, including Eligibility Screening as necessary. A visit with a credentialed Ophthalmic Medical Assistant for any of the following is an allowable visit:

- Routine and preliminary tests including Cover tests, Ishihara Color Test, NPC (Near Point of Conversion), Vision Acuity Testing, Lensometry.
- Visual field testing
- Glasses dispensing including fittings of glasses, visual acuity testing, measurement, segment height.
- Fitting of contact lenses is not an allowable follow-up visit.

Target Population (age, gender, geographic, race, ethnicity, etc.):	HIV-infected individuals residing in the Houston EMA/HSDA.
Services to be Provided:	Services must be provided at an eye care clinic or Optometrist's office. Services must include but are not limited to external/internal eye health evaluations; refractions; dilation of the pupils; glaucoma and cataract evaluations; CMV screenings; prescriptions for eyeglasses and over the counter medications; provision of eyeglasses (contact lenses are not allowable); and referrals to other service providers (i.e. Primary Care Physicians, Ophthalmologists, etc.) for treatment of CMV, glaucoma, cataracts, etc. Agency must provide a written plan for ensuring that collaboration occurs with other providers (Primary Care Physicians, Ophthalmologists, etc.) to ensure that patients receive appropriate treatment for CMV, glaucoma, cataracts, etc.
Service Unit Definition(s):	One (1) unit of service = One (1) patient visit to the Optometrist, Ophthalmologist or Ophthalmic Assistant.
Financial Eligibility:	Refer to the RWPC's approved current year <i>Financial Eligibility for Houston EMA Services</i> .
Client Eligibility:	HIV-infected resident of the Houston EMA/HSDA.
Agency Requirements:	Providers and system must be Medicaid/Medicare certified to ensure that Ryan White Program funds are the payer of last resort to the extent examinations and eyewear are covered by the State Medicaid program.
Staff Requirements:	Vendor must have on staff a Doctorate of Optometry licensed by the Texas Optometry Board as a Therapeutic Optometrist.
Special Requirements:	Vision care services must meet or exceed current U.S. Dept. of Health and Human Services (HHS) guidelines for the treatment and management of HIV disease as applicable to vision care

Subrecipient must comply with CPCDMS system business rules and procedures.

Subrecipient must submit proof of active System for Award Management (SAM) registration annually, and thereafter prior to expiration of active registration.

Only individuals diagnosed with HIV/AIDS residing in the Houston EMA (Harris, Chambers, Fort Bend, Liberty, Montgomery and Waller Counties) will be eligible for services.

Objective 1: By 02/28/23 to provide at least 1,100 unduplicated, eligible individuals with vision care services. At least 45% of total unduplicated clients served during the contract term should be African American (non-Hispanic) PLWHA.

SECTION II. SPECIAL PROVISIONS

All information and educational materials developed and provided by the Subrecipient will be accurate, comprehensive, and consistent with the current findings of the United States Public Health Service.

Subrecipient must comply with the Client Level Reporting and Ryan White HIV/AIDS Treatment Extension Act Services Data Report filing requirements established by HRSA. The County will provide the Subrecipient with the required format for submitting reports in accordance with these requirements.

The Act requires that resources be allocated at no less than the percentage constituted by the ratio of the population of women, infants, youth, and children with HIV/AIDS to the general population with HIV/AIDS. For the Houston EMA, the following minimum percentages of funding must be utilized to provide services to women, infants, children, and youth as applicable under the Subrecipient's scope of services:

23.75%	Women (ages 25 and older)
0.00%	Infants (ages 0 - < 1 year)
0.16%	Children (ages 1 – 12 years)
3.47%	Youth (ages 13 – 24)

FIRST AMENDED ATTACHMENT NO. 02

BUDGET
Vision Care

		<u>Total</u>
FEE CHARGED PER UNIT OF SERVICE		\$100.00
1 unit of service = One (1) patient visit to the Optometrist OD/Certified Ophthalmic Assistant COA and/or Ophthalmologist MD. Subrecipient must identify each type of patient visit (i.e. Optometry, Ophthalmologist, etc.) and provide the performer name and credentials. <i>Visits in which a client sees an Optometrist and Certified Ophthalmic Assistant on the same day shall be billed as one visit.</i>		
NUMBER OF UNITS OF SERVICE TO BE PROVIDED		2,500
TOTAL COST OF THESE SERVICES	(\$100.00 x 2,500)	\$250,000.00
Personnel	\$ 75.76	
Fringe	\$ 18.38	
Travel	\$.00	
Equipment	\$.00	
Supplies	\$.00	
Contractual	\$.80	
Other	<u>\$ 5.06</u>	
TOTAL	\$100.00	

TOTAL **\$250,000.00**

Total reimbursements to the Subrecipient under the Contract shall not exceed \$250,000.00. The Subrecipient further understands and agrees that the Subrecipient shall only be reimbursed for expenses incurred in connection with the Subrecipient's primary care vision care program.

The Subrecipient shall submit its final request for payment to the County no later than March 31, 2023.

ORDER OF COMMISSIONERS COURT
Authorizing execution of an amendment to a contract

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

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

ORDER AUTHORIZING FIRST AMENDMENT TO THE CONTRACT BETWEEN
HARRIS COUNTY AND ST. HOPE FOUNDATION, 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:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack 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:

1. The Harris County Judge is authorized to execute on behalf of Harris County a First Amendment to the Contract in an amount not to exceed \$125,865.00 with St. Hope Foundation, Inc. The First Amendment is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

**FIRST AMENDMENT TO CONTRACT BETWEEN HARRIS COUNTY AND
THE MONTROSE CENTER**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to Contract ("First Amendment") is made and entered into by and between **Harris County** ("the County") a body corporate and politic under the laws of the State of Texas and **THE MONTROSE CENTER** ("the Subrecipient").

RECITALS

On or about March 01, 2022, the County entered into a Contract with the Subrecipient (C.A. File No. 22GEN0503) ("the Contract") for the Subrecipient to provide certain services to certain HIV-infected and affected individuals in the Houston Eligible Metropolitan Area ("the Services"). These services are being funded with federal grant monies received by the County under the Ryan White HIV/AIDS Treatment Extension Act of 2009.

The County and Subrecipient now desire to amend the Contract to increase the amount of funds allocated to the Subrecipient by the amount of \$123,009.00 to provide the Services ("First Amendment").

NOW, THEREFORE, the County and Subrecipient in consideration of the mutual covenants and First Amendment to Agreements herein contained do mutually agree as follows:

TERMS:

1. Article V. of the Contract, entitled "COMPENSATION AND PAYMENT FOR SERVICES", paragraph F., is amended to read as follows:

"F. The Consolidated Appropriations Act, 2021, Division H, § 202, (P.L.116-260) enacted December 27, 2020, limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements to the Federal Executive Pay Scale Level II rate set at \$203,700.00, effective January 2022. This amount reflects an individual's base salary exclusive of fringe benefits. An individual's institutional base salary is the annual compensation that the recipient organization pays an individual and excludes any income an individual may be permitted to earn outside the applicant organization duties. HRSA funds may not be used to pay a salary in excess of this rate. This salary limitation also applies to Subrecipients under a HRSA grant or cooperative agreement."

2. It is understood and agreed that First Amended Attachments Nos. 01 and 02 shall replace Attachments Nos. 01 and 02 of the Contract in their entirety. First Amended Attachments Nos. 01 and 02 are attached hereto and incorporated herein by reference. Any and all references in the Contract to Attachment No. 01 shall be references to First Amended

Attachment No. 01. Any and all references in the Contract to Attachment No. 02 shall be references to First Amended Attachment No. 02.

3. Except as set forth herein, all other terms and provisions of said Contract shall remain in full force and effect as originally written and subsequently amended.
4. The County executes this First Amendment by and through the County Judge acting pursuant to Order of Commissioners Court of Harris County, Texas, so authorizing. This First Amendment shall not become effective until executed by all parties hereto and remain in full force and effect until 2/28/2023. At the County's option, the Contract may be renewed on the same terms and conditions for four (4) one-year periods (each a "Renewal Term").
5. Contractor's funds will be increased by One Hundred Twenty-Three Thousand Nine and 00/Dollars, (\$123,009.00) for providing services. Having previously certified funds in the amount of One Hundred Twenty-One Thousand Three Hundred Nineteen and 00/Dollars (\$121,319.00), the total funds available under the Contract is Two Hundred Forty-Four Thousand Three Hundred Twenty-Eight and 00/Dollars (\$244,328.00). Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this First Amendment, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Contract and First Amendment, and the total maximum sum that the County shall become liable to pay to Contractor under this Amendment for the Services, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Two Hundred Forty-Four Thousand Three Hundred Twenty-Eight and 00/Dollars (\$244,328.00).
6. Contractor further understands and agrees that payment for the Services under this Contract shall be made from Grant Funds awarded to the County for the term of the Contract. It is expressly understood and agreed that the County shall rely solely on Grant Funds under the Grant awarded to the County with which to pay its obligations for the Services provided under this Contract. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Contract until the Grant Funds are actually received by the County and then only to the extent that such monies are actually received and certified available for this Contract by the County Auditor, as evidenced by the issuance of a Purchase Order for the amount. Contractor agrees that the Grant Funds awarded to the County are the exclusive funding of the Contract.
7. The Parties understand that payment obligations created by this Contract are conditioned upon the availability of third-party funds (e.g., federal funds awarded to the State or County) from the United States Public Health Service, Health Resources and Services Administration ("HRSA") and appropriated for the payment of such obligations under the Grant. In the event these funds are discontinued or reduced during the Contract term, the County shall not be liable for payment of any funds above the actual Grant Funds the County receives. If such a discontinuation/reduction occurs and the Parties are unable to renegotiate the Contract upon mutually acceptable terms, Contractor's sole and exclusive remedy shall be to terminate this Contract. The County obligation to make any payments


under the Contract is limited to the amount of the Grant Funds. Contractor agrees that it will not be entitled to any damages or remedies of any kind including, but not limited to liquidated or incidental damages, late fees, penalties, or finance charges. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of the Contract.

APPROVED AS TO FORM:

HARRIS COUNTY

CHRISTIAN D. MENEFEE

County Attorney

By: 

T. Scott Petty
Assistant County Attorney
C.A. File No. 22GEN2366

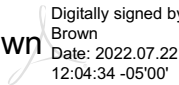
By: _____

Lina Hidalgo
County Judge

Date signed: _____

APPROVED:

HARRIS COUNTY PUBLIC HEALTH

By:  Ericka Brown

Digitally signed by Ericka
Brown
Date: 2022.07.22
12:04:34 -05'00'

Ericka Brown, MD, MBA
Director, Community Health and Wellness Division

Date signed: _____

ATTEST:

By: _____
Secretary

The Montrose Center

By:  _____
Ann J. Robison, PhD.,
Executive Director

Date Signed: 7.19.22

FIRST AMENDED ATTACHMENT NO. 01

SECTION I: SCOPE OF SERVICE

HRSA Service Category: **Medical Case Management**

Local Service Category:

Clinical Case Management (CCM) – 3.0 FTE

Budget Type:

Fee for Service

Budget

Not applicable.

Requirements or

Restrictions:

HRSA Service

Category

Definition:

Medical Case Management services (including treatment adherence) are a range of client-centered services that link clients with health care, psychosocial, and other services. The coordination and follow-up of medical treatments is a component of medical case management. These services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care, through ongoing assessment of the client's and other key family members' needs and personal support systems. Medical case management includes the provision of treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatments. Key activities include (1) initial assessment of service needs; (2) development of a comprehensive, individualized service plan; (3) coordination of services required to implement the plan; (4) client monitoring to assess the efficacy of the plan; and (5) periodic re-evaluation and adaptation of the plan as necessary over the life of the client. It includes client-specific advocacy and/or review of utilization of services. This includes all types of case management including face-to-face, phone contact, and any other forms of communication.

Local Service

Category

Definition:

Clinical Case Management: Identifying and screening clients who are accessing HIV-related services from a clinical delivery system that provides Mental Health treatment/counseling and/or Substance Abuse treatment services; assessing each client's medical and psychosocial history and current service needs; developing and regularly updating a clinical service plan based upon the client's needs and choices; implementing the plan in a timely manner; providing information, referrals and assistance with linkage to medical and psychosocial services as needed; monitoring the efficacy and quality of services through periodic reevaluation; advocating on behalf of clients to decrease service gaps and remove barriers to services helping clients develop and utilize independent living skills and strategies. Assist clients in obtaining needed resources, including bus pass vouchers and gas cards per published RWGA policies.

Target Population
(age, gender, geographic,
race, ethnicity, etc.):

Services will be available to eligible HIV-infected clients residing in the Houston EMA with priority given to clients most in need. All clients who receive services will be served without regard to age, gender, race, color, religion, national origin, sexual orientation, or handicap. Services will target low income individuals with HIV/AIDS who demonstrate multiple medical, mental health, substance use/abuse and psychosocial needs including, but not limited to: mental health counseling (i.e. professional counseling), substance abuse treatment, primary medical care, specialized care, alternative treatment, medications, placement in a medical facility, emotional support, basic needs for food, clothing, and shelter, transportation, legal services and vocational services. Services will also target clients who cannot function in the community due to barriers which include, but are not limited to, mental illness and psychiatric disorders, drug addiction and substance abuse, extreme lack of knowledge regarding available services, inability to maintain financial independence, inability to complete necessary forms, inability to arrange and complete entitlement and medical appointments, homelessness, deteriorating medical condition, illiteracy, language/cultural barriers and/or the absence of speech, sight, hearing, or mobility.

Clinical Case Management is intended to serve eligible clients, especially those underserved or unserved population groups which include: African American, Hispanic/Latino, Women and Children, Veteran, Deaf/Hard of Hearing, Substance Abusers, Homeless and Gay/Lesbian/Transsexual.

Services to be
Provided:

Provision of Clinical Case Management activities performed by the Clinical Case Manager.

Clinical Case Management is a working agreement between a client and a Clinical Case Manager for a defined period of time based on the client's assessed needs. *Clinical Case Management* services include performing a comprehensive assessment and developing a clinical service plan for each client; monitoring plan to ensure its implementation; and educating client regarding wellness, medication and health care compliance in order to maximize benefit of mental health and/or substance abuse treatment services. The *Clinical Case Manager* serves as an advocate for the client and as a liaison with mental health, substance abuse and medical treatment providers on behalf of the client. The Clinical Case Manager ensures linkage to mental health, substance abuse, primary medical care and other client services as indicated by the clinical service plan. The Clinical Case Manager will perform *Mental Health* and *Substance Abuse/Use Assessments* in accordance with RWGA Quality Management guidelines. Service plan must reflect an ongoing discussion of mental health treatment and/or substance abuse treatment, primary medical care and medication adherence, per client need. *Clinical Case Management* is both office and community-based. Clinical Case Managers will interface with the primary medical care delivery system as necessary to ensure services are integrated with, and complimentary to, a client's medical treatment plan.

Service Unit Definition(s):	One unit of service is defined as 15 minutes of direct client services and allowable charges.
Financial Eligibility:	Refer to the RWPC's approved <i>Financial Eligibility for Houston EMA Services</i> .
Client Eligibility:	HIV-infected individuals residing in the Houston EMA.
Agency Requirements:	<i>Clinical Case Management</i> services will comply with the RWGA published Clinical Case Management Standards of Care and policies and procedures as published and/or revised, including linkage to the CPCDMS data system

Clinical Case Management Services must be provided by an agency with a documented history of, and current capacity for, providing mental health counseling services (categories b., c. and d. as listed under *Amount Available* above) or substance abuse treatment services to PLWH/A (category a. under *Amount Available* above) in the Houston EMA. Specifically, an applicant for this service category must clearly demonstrate it has provided mental health treatment services (e.g. professional counseling) or substance abuse treatment services (as applicable to the specific CCM category being applied for) in the previous calendar or grant year to individuals with an HIV diagnosis. Acceptable documentation for such treatment activities includes standardized reporting documentation from the County's *CPCDMS* or Texas Department of State Health Services' *ARIES* data systems, Ryan White Services Report (RSR) for 2022, SAMSHA or TDSHS/SAS program reports or other verifiable published data. Data submitted to meet this requirement is subject to audit by RWGA prior to an award being recommended. **Agency-generated non-verifiable data is not acceptable.** In addition, applicant agency must demonstrate it has the capability to continue providing mental health treatment and/or substance abuse treatment services for the duration of the contract term and any subsequent one-year contract renewals. Acceptable documentation of such continuing capability includes current funding from Ryan White (all Parts), TDSHS HIV-related funding (Ryan White, State Services, State-funded Substance Abuse Services), SAMSHA and other ongoing federal, state and/or public or private foundation HIV-related funding for mental health treatment and/or substance abuse treatment services. Proof of such funding must be documented in the application and is subject to independent verification by RWGA prior to an award being recommended.

Loss of funding and corresponding loss of capacity to provide mental health counseling or substance abuse treatment services as applicable may result in the termination of Clinical Case Management Services awarded under this service category. Continuing eligibility for Clinical Case Management Services funding is explicitly contingent on applicant agency maintaining verifiable capacity to provide mental health counseling or substance abuse treatment services as applicable to PLWH/A during the contract term.

Agency must be Medicaid and Medicare Certified.

Staff Requirements: Clinical Case Managers must spend at least 42% (867 hours per FTE) of their time providing direct case management services. Direct case management services include any activities with a client (face-to-face or by telephone), communication with other service providers or significant others to access client services, monitoring client care, and accompanying clients to services. Indirect activities include travel to and from a client's residence or agency, staff meetings, supervision, community education, documentation, and computer input. Direct case management activities must be documented in the Centralized Patient Care Data Management System (CPCDMS) according to CPCDMS business rules.

Must comply with applicable RWGA Houston EMA/HSDA Part A/B Ryan White Standards of Care:

Minimum Qualifications:

Clinical Case Managers must have at a minimum a Bachelor's degree from an accredited college or university with a major in social or behavioral sciences and have a current and in good standing State of Texas license (LCSW, LPC, LPC-I, LMFT, LMFT-A or higher level of licensure). The Clinical Case Manager may supervise the Service Linkage Worker. CCM targeting Hispanic PLWHA must demonstrate both written and verbal fluency in Spanish.

Supervision:

The **Clinical Case Manager** (CCM) must function with the clinical infrastructure of the applicant agency and receive supervision in accordance with the CCM's licensure requirements. At a minimum, the CCM must receive ongoing supervision that meets or exceeds RWGA published Ryan White Part A/B Standards of Care for Clinical Case Management. If applicant agency also has Service Linkage Workers funded under Ryan White Part A the CCM may supervise the Service Linkage Worker(s). Supervision provided by a CCM that is not client specific is considered **indirect time** and is not billable.

Special
Requirements:

Contractor must employ full-time Clinical Case Managers. Prior approval must be obtained from RWGA to split full-time equivalent (FTE) CCM positions among other contracts or to employ part-time staff. **Contractor must provide to RWGA the names of each Clinical Case Manager and the program supervisor no later than 3/31/22. Contractor must inform RWGA in writing of any changes in personnel assigned to contract within seven (7) business days of change.**

Contractor must comply with CPCDMS data system business rules and procedures.

Contractor must perform CPCDMS new client registrations and registration updates for clients needing ongoing case management services as well as those clients who may only need to establish system of care eligibility.

Contractor must issue bus pass vouchers in accordance with HCPH/RWGA policies and procedures.

Patient Transportation

The County will provide Agency with METRO bus card vouchers and access to Ride Sharing services. Bus card vouchers must be distributed and ride sharing services used in accordance with RWGA policies and procedures, standards of care and financial eligibility guidelines. Agency may only issue METRO bus card vouchers to clients wherein the Agency is the CPCDMS record owning agency. Clients who receive primary medical care services from a Ryan White funded provider, must obtain their bus card voucher from their primary medical care provide.

Contractor must submit proof of active System for Award Management (SAM) registration annually, and thereafter prior to expiration of active registration.

Only individuals diagnosed with HIV/AIDS residing in the Houston EMA (Harris, Chambers, Fort Bend, Liberty, Montgomery and Waller Counties) will be eligible for services.

Objective 1: **By 2/28/23 to provide at least 330 unduplicated, eligible HIV-infected clients with greater access into the HIV/AIDS continuum of care by means of a clinical case management program.**

SECTION II. SPECIAL PROVISIONS

All information and educational materials developed and provided by the Contractor will be accurate, comprehensive, and consistent with the current findings of the United States Public Health Service.

Contractor must comply with the Client Level Reporting and Ryan White HIV/AIDS Treatment Extension Act Services Data Report filing requirements established by HRSA. The County will provide the Contractor with the required format for submitting reports in accordance with these requirements.

The Act requires that resources be allocated at no less than the percentage constituted by the ratio of the population of women, infants, youth, and children with HIV/AIDS to the general population with HIV/AIDS. For the Houston EMA, the following minimum percentages of funding must be utilized to provide services to women, infants, children, and youth as applicable under the Contractor's scope of services:

23.75%	Women (ages 25 and older)
0.00%	Infants (ages 0 - < 1 year)
0.16%	Children (ages 1 – 12 years)
3.47%	Youth (ages 13 – 24)

FIRST AMENDED ATTACHMENT NO. 02

BUDGET Clinical Case Management

Total

FEE CHARGED PER UNIT OF SERVICE

\$35.00

1 unit of service = 15 minutes of direct client services, including other allowable activities*. Contractor must enter time in exact increments of 1 minute each. For example, 23 minutes of direct client services to an eligible client must be entered into the CPCDMS as 23 minutes. Contractor may not round time up or down. *The RWGA designated units for completing Assessments & Service Plans may only be billed twice per contract year (i.e., every 6 months) which consist of two units for a comprehensive assessment or service plan, and one unit for a brief assessment.*

NUMBER OF UNITS OF SERVICE TO BE PROVIDED

6,980.80

TOTAL COST OF THESE SERVICES

(\$35.00 x 6,980.80)

\$244,328.00

Personnel	\$25.64
Fringe	\$ 6.19
Travel	\$.18
Equipment	\$.20
Supplies	\$.06
Contractual	\$.09
Other	<u>\$ 2.64</u>
TOTAL	\$35.00

*** Case Management/SLW Other Allowable Activities**

Service	Minutes	Comments
Online TDSHS Case Management Certification	Maximum of 16 hours (contingent on completing course and making passing score)	As required by SOC
Online FEMA Training	Maximum 180 min. per req. courses (contingent on completion certificate)	As required by SOC
Online Certified Application Counselor Training	Maximum 360 minutes (contingent on completion certificate)	As required by SOC
Online CPCDMS Training Module	Maximum of 2 hours (upon completion of all modules)	As required
Case Mgmt. trainings & meetings¹	Exact ¹	As required by SOC
CPCDMS trainings¹	Exact ¹	As required
Mandatory Meetings and/or Trainings Required by RWGA¹	Exact ¹	As required

¹Only billable if provided by RWGA staff, and excludes breaks and lunch

Total reimbursements to the Contractor under the Contract shall not exceed \$244,328.00. The Contractor further understands and agrees that the Contractor shall only be reimbursed for expenses incurred in connection with Contractor's clinical case management program.

The Contractor shall submit its final request for payment to the County no later than March 31, 2023.

ORDER OF COMMISSIONERS COURT
Authorizing execution of an amendment to a contract

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

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

ORDER AUTHORIZING FIRST AMENDMENT TO THE CONTRACT BETWEEN
HARRIS COUNTY AND THE MONTROSE CENTER

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:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack 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:

1. The Harris County Judge is authorized to execute on behalf of Harris County a First Amendment to the Contract in an amount not to exceed \$123,009.00 with The Montrose Center. The First Amendment is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.