



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

January 16, 2023

Commissioners Court
Harris County, Texas

RE: Job No. 200360

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: Non-medical: substance abuse treatment

Vendor: The Montrose Center

Amount: \$20,677 decrease funds for the term 3/1/22 - 2/28/23
45,677 previously approved funds for the term 3/1/22 – 2/28/23
\$25,000

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,

DeWight Dopslauf

DeWight Dopslauf
Purchasing Agent

MOO
Attachments
cc: Vendor

FOR INCLUSION ON COMMISSIONERS COURT AGENDA JANUARY 31, 2023



**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" or "Contractor").

RECITALS

On or about March 01, 2022, the County entered into a Contract with the Subrecipient (C.A. File No. 22GEN0507) ("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 decrease the amount of funds allocated to the Subrecipient by the amount of \$20,677.00 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 decreased by Twenty Thousand Six Hundred Seventy-Seven and 00/100 Dollars (\$20,677.00) for providing services. Having previously certified funds in the amount of Forty-Five Thousand Six Hundred Seventy-Seven and 00/100 Dollars (\$45,677.00), the total funds available under the Contract is Twenty-Five Thousand and 00/100 Dollars (\$25,000.00). 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 Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).
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. MENEFEE

County Attorney


By: 
T. Scott Petty
Senior Assistant County Attorney
C.A. File No. 22GEN4396

By: _____
Lina Hidalgo
County Judge

Date signed: _____

APPROVED:

HARRIS COUNTY PUBLIC HEALTH


By: 
Barbie L. Robinson, MPP, JD, CHC
Executive Director, Harris County Public Health

Date signed: 01/12/2023

ATTEST:

By: _____
Secretary

The Montrose Center

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

Date Signed: 12.21.22

FIRST AMENDED ATTACHMENT NO. 01

SECTION I: SCOPE OF SERVICE

HRSA Service Category:	Substance Abuse Services Outpatient
Local Service Category:	Substance Abuse Treatment/Counseling
Budget Type:	Fee-for-Service
Budget Requirements or Restrictions:	Minimum group session length is 2 hours
HRSA Service Category Definition:	<i>Substance abuse services outpatient</i> is the provision of medical or other treatment and/or counseling to address substance abuse problems (i.e., alcohol and/or legal and illegal drugs) in an outpatient setting, rendered by a physician or under the supervision of a physician, or by other qualified personnel.
Local Service Category Definition:	Treatment and/or counseling HIV-infected individuals with substance abuse disorders delivered in accordance with State licensing guidelines.
Target Population (age, gender, geographic, race, ethnicity, etc.):	HIV-infected individuals with substance abuse disorders, residing in the Houston Eligible Metropolitan Area (EMA/HSDA).
Services to be Provided:	Services for all eligible HIV/AIDS patients with substance abuse disorders. Services provided must be integrated with HIV-related issues that trigger relapse. All services must be provided in accordance with the Texas Department of Health Services/Substance Abuse Services (TDSHS/SAS) Chemical Dependency Treatment Facility Licensure Standards. Service provision must comply with the applicable treatment standards.
Service Unit Definition(s):	<p>Individual Counseling: One unit of service = one individual counseling session of at least 45 minutes in length with one (1) eligible client. A single session lasting longer than 45 minutes qualifies as only a single unit – no fractional units are allowed. Two (2) units are allowed for initial assessment/orientation session.</p> <p>Group Counseling: One unit of service = 60 minutes of group treatment for one eligible client. A single session must last a minimum of 2 hours. Support Groups are defined as professionally led groups that are comprised of HIV-positive individuals, family members, or significant others for the purpose of providing Substance Abuse therapy.</p>

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

Client Eligibility: HIV-infected individuals with substance abuse co-morbidities/disorders.

Agency Requirements: Agency must be appropriately licensed by the State. All services must be provided in accordance with applicable Texas Department of State Health Services/Substance Abuse Services (TDSHS/SAS) Chemical Dependency Treatment Facility Licensure Standards. Client must not be eligible for services from other programs or providers (i.e. MHMRA of Harris County) or any other reimbursement source (i.e. Medicaid, Medicare, Private Insurance) unless the client is in crisis and cannot be provided immediate services from the other programs/providers. In this case, clients may be provided services, as long as the client applies for the other programs/providers, until the other programs/providers can take over services. All services must be provided in accordance with the TDSHS/SAS Chemical Dependency Treatment Facility Licensure Standards. Specifically, regarding service provision, services must comply with the most current version of the applicable Rules for Licensed Chemical Dependency Treatment. Services provided must be integrated with HIV-related issues that trigger relapse. Provider must provide a written plan no later than 3/31/21 documenting coordination with local TDSHS/SAS HIV Early Intervention funded programs if such programs are currently funded in the Houston EMA.

Staff Requirements: Must meet all applicable State licensing requirements and Houston EMA/HSDA Part A/B Standards of Care.

Special Requirements: Not 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 25 unduplicated, eligible HIV-infected individuals with substance abuse treatment services.

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)
0.18%	Children (ages 1 – 12 years)
3.70%	Youth (ages 13 – 24)

FIRST AMENDED ATTACHMENT NO. 02

BUDGET

Substance Abuse Treatment Level III & IV Individual Sessions

		<u>Total</u>
FEE CHARGED PER UNIT OF SERVICE		\$100.00
One unit of service = One individual counseling session of at least 45 minutes in length with one (1) eligible client. A single session lasting longer than 45 minutes qualifies as only a single unit – no fractional units are allowed.		
NUMBER OF UNITS OF SERVICE TO BE PROVIDED		100.00
TOTAL COST OF THESE SERVICES	(\$100.00 x 100)	\$10,000.00
Personnel	\$ 66.75	
Fringe	\$ 20.03	
Travel	\$.05	
Equipment	\$ 1.75	
Supplies	\$.22	
Contractual	\$.09	
Other	<u>\$ 11.11</u>	
TOTAL	\$100.00	

FIRST AMENDED ATTACHMENT NO. 02

BUDGET

Substance Abuse Treatment Level III & IV Group Sessions

	<u>Total</u>
FEE CHARGED PER UNIT OF SERVICE	\$25.00
One unit of service = One unit of service = 60 minutes of group treatment for one eligible client. A single session must last a minimum of 2 hours per DSHS/SAS rules. Support Groups are defined as professionally-led groups that are comprised of HIV positive individuals, family members, or significant others for the purpose of providing substance abuse therapy	
NUMBER OF UNITS OF SERVICE TO BE PROVIDED	600.00
TOTAL COST OF THESE SERVICES	($\$25.00 \times 600.00$) \$15,000.00
Personnel	\$16.69
Fringe	\$ 5.01
Travel	\$.01
Equipment	\$.44
Supplies	\$.05
Contractual	\$.02
Other	<u>\$ 2.78</u>
TOTAL	\$25.00
TOTAL	\$25,000.00

Total reimbursements to the Subrecipient under the Contract shall not exceed \$25,000.00. The Subrecipient further understands and agrees that the Subrecipient shall only be reimbursed for expenses incurred in connection with the Subrecipient's substance abuse treatment 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 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. Lesley Briones	<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 for a decrease in the amount appropriated by \$20,677.00 with The Montrose Center. The First Amendment is incorporated by reference and made a part of this order for all intents and purposes as though 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.