



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

May 2, 2023

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 Second Amendment to the Agreement for the following:

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

Service Categories: Medical Case Management – Clinical Case Management (CCM) – 3.0 FTE

Vendor: The Montrose Center

Amount: \$ 84,026.85 additional funds for the term 3/01/2023 – 2/29/2024
 244,328.00 previously approved funds for the term 3/01/2023- 2/29/2024
 \$328,354.85

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

Purchase orders will be issued upon Commissioners Court approval.

Sincerely,

Paige McInnis for

DeWight Dopslauf
Purchasing Agent

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

FOR INCLUSION ON COMMISSIONERS COURT AGENDA MAY 16, 2023

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

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Second Amendment to Contract (“Second 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 \$84,026.85 to provide the Services (“Second Amendment”).

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

TERMS:

1. It is understood and agreed that Second Amended Attachments Nos. 01 and 02 shall replace Attachments Nos. 01 and 02 of the Contract in their entirety. Second 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 Second Amended Attachment No. 01. Any and all references in the Contract to Attachment No. 02 shall be references to Second Amended Attachment No. 02.
2. 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.
3. The County executes this Second Amendment by and through the County Judge acting pursuant to Order of Commissioners Court of Harris County, Texas, so authorizing. This Second Amendment shall not become effective until executed by all parties hereto. 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”).


4. Contractor's funds will be increased by Eighty Four Thousand Twenty-Six and 85/Dollars, (\$84,026.85) for providing services. Having previously certified funds in the amount of Two Hundred Forty-Four Thousand Three Hundred Twenty-Eight and 00/Dollars (\$244,328.00), the total funds available under the Contract is Three Hundred Twenty-Eight Thousand Three Hundred Fifty-Four and 85/Dollars (\$328,354.85). Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Second Amendment, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Contract and Second 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 Twenty-Eight Thousand Three Hundred Fifty-Four and 85/Dollars (\$328,354.85).
5. 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.
6. 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. 23GEN0983

By: _____
Lina Hidalgo
County Judge

Date signed: _____

APPROVED:

HARRIS COUNTY PUBLIC HEALTH

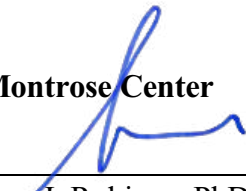
By: 
Barbie L. Robinson, MPP, JD, CHC
Executive Director, Harris County Public Health

Date signed: 5/2/2023

ATTEST:

By: _____
Secretary

The Montrose Center

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

Date Signed: 5.1.23

SECOND 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 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)

SECOND 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

9,381.57

TOTAL COST OF THESE SERVICES

(\$35.00 x 9,381.57)

\$328,354.85

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 \$328,354.95. 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 SECOND 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 Second Amendment to the Contract in an amount not to exceed \$84,026.85 with The Montrose Center. The Second 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.