



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

March 14, 2024

Commissioners Court  
Harris County, Texas

**RE: Job No. 200315**

Members of Commissioners Court:

Please approve the attached Order(s) authorizing the County Judge to execute the attached Second Amendment to the Agreement(s) for the following:

**Description:** Programs or Interventions to be Funded by the Harris County Early Childhood Impact Fund to Improve Early Childhood Health and Development Outcomes, reduce Disparities, and Generate Evidence to Better Meet the Needs of Young Children and their Families for Harris County

**Vendor(s):** Texas Children's Hospital

**Amount:** \$4,607,487 previously approved funds for the term 11/15/2022 - 11/14/2025  
0 additional funds for the term 11/15/2022 - 11/14/2025  
\$4,607,487

**Reviewed By:** • Harris County Purchasing • Economic Equity and Opportunity

The Second Amendment updates the Federal Award Identification table, and the budget to the Agreement with no increase in the total contract amount.

Sincerely,

DeWight Dopslauf  
Purchasing Agent

MTM  
Attachment(s)  
cc: Vendor(s)

**FOR INCLUSION ON COMMISSIONERS COURT AGENDA MARCH 26, 2024**



**SECOND AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND  
TEXAS CHILDREN'S HOSPITAL**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This Second Amendment to the Agreement 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 acting by and through Department of Economic Equity and Opportunity ("Department"), and Texas Children's Hospital ("Contractor") a corporation doing business under the laws of the State of Texas. County and Contractor are known individually as "Party" and collectively as "Parties."

***Recitals***

On November 15, 2022, the County entered into an agreement with Contractor to provide to improve early childhood health and development outcomes, reduce disparities, and generate evidence to better meet the needs of young children and their families for the Department (the "Master Agreement").

On January 9, 2024, the County amended the Master Agreement for the first time to update the Department receiving the Services ("First Amendment").

The County and Contractor now desire to amend the Master Agreement for the second time ("Second Amendment") for the purpose of updating terms of the Master Agreement and the FAIN table which is attached hereto as Exhibit A and incorporated herein by reference. The updated budget is attached hereto as Exhibit B and incorporated herein by reference

Contractor warrants and represents that it is willing and capable of providing the services.

***Terms***

**1) CONTRACT CONSTRUCTION**

This Second Amendment shall be governed by the Master Agreement, which is incorporated by reference as though fully set forth word for word.

**2) FEDERAL AWARD IDENTIFICATION**

The Federal Award Identification ("FAIN") table in the Master Agreement is deleted in its entirety and replaced with the new attached Exhibit A.

**3) BUDGET**

The budget in the Master Agreement is deleted in its entirety and replaced with the new attached Exhibit B to allow for the payment of indirect costs from the start of the Master Agreement.

4) **ORDER OF PRECEDENCE**

In the event of any conflict between the terms and provisions of this Second Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement and First Amendment, this Second Amendment shall control.

All other terms and provisions of the Master Agreement and First Amendment shall remain in full force and effect as originally written and subsequently amended.

5) **EXECUTION, MULTIPLE COUNTERPARTS**

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

TEXAS CHILDREN'S HOSPITAL

HARRIS COUNTY

By Nancy Correa  
Name: Nancy Correa  
Title: Director  
Date: 2/8/24

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

APPROVED AS TO FORM:  
Christian D. Menefee  
COUNTY ATTORNEY

Philip Berzins  
By: \_\_\_\_\_  
Philip Berzins  
Assistant County Attorney  
C.A. File 23GEN0778

EXHIBIT A

Updated FAIN Table

(Follows Behind)

FEDERAL AWARD IDENTIFICATION

SUBAWARD INFORMATION The following information is provided pursuant to 2 C.F.R. 200.331(a)(1):

- Subrecipient's name (must match the name associated with its unique entity identifier): Texas Children's Hospital
- Subrecipient's unique entity identifier (DUNS): 074615394
- Federal Award Identification Number (FAIN): SLFRP1966
- Catalog of Federal Domestic Assistance (CFDA) Number: 21.027
- Federal Award Date: March 19, 2021
- Subaward Period of Performance Start and End Date: November 15, 2022 through November 14, 2025 with two (2) one-year renewal options
- Amount of Federal Funds Obligated by this Agreement: \$4,607,487.00
- Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement: \$4,607,487.00
- Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity: \$4,607,487.00
- Federal Award Program Description: Harris County has received funds pursuant to the ARPA. The ARPA established the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and Harris County received an allocation of funds from the SLFRF under Sections 602 and 603 of the Social Security Act, as added by section 9901 of the ARPA. Harris County has elected to distribute funding from the SLFRF to eligible subrecipients.
- Name of Federal Awarding Agency: Department of Treasury
- Name of pass-through entity: Harris County, Texas
- Contact Information for pass-through entity: Santrice Jones, 1001 Preston, Suite 630, Houston, TX 77002
- Award is for Research & Development (R&D): No
- Indirect Cost Rate for federal award: 23%

EXHIBIT B

Updated Budget

(Follows Behind)

**Harris County Early Childhood Impact Fund**  
**Harris County, Department of Economic Equity and Opportunity**  
**Texas Children's Hospital Updated Budget**  
**Updated December 1, 2023**

**Summary**

|  | Year 1    | Year 2*   | Year 3**  |
|--|-----------|-----------|-----------|
| <b>Salaries and Fringe (see details below)</b> |           |           |           |
| Salaries                                       | \$281,610 | \$495,655 | \$711,429 |
| Fringe   | \$72,346  | \$127,333 | \$182,787 |

|                                 |          |           |           |
|---------------------------------|----------|-----------|-----------|
| <b>Supplies</b>                 |          |           |           |
| Supplies for parenting sessions | \$23,000 | \$135,831 | \$133,164 |
| Professional development        | \$0      | \$10,000  | \$0       |
| Printing and mailing            | 0        | \$17,000  | \$17,000  |

|               |     |          |          |
|---------------|-----|----------|----------|
| <b>Travel</b> |     |          |          |
| Mileage       | \$0 | \$33,100 | \$33,100 |

|                            |           |           |           |
|----------------------------|-----------|-----------|-----------|
| <b>Subawards</b>           |           |           |           |
| Baylor College of Medicine | \$313,110 | \$416,858 | \$408,530 |
| Children's Museum          | \$252,341 | \$252,138 | \$95,534  |
| Houston Health Foundation  | -         | \$22,000  | \$22,000  |

|                                     |          |           |           |
|-------------------------------------|----------|-----------|-----------|
| <b>Indirects</b>                    |          |           |           |
| Indirects (23% of applicable costs) | \$98,200 | \$199,161 | \$254,260 |

|              |                    |                    |                    |
|--------------|--------------------|--------------------|--------------------|
| <b>Total</b> | <b>\$1,040,607</b> | <b>\$1,709,076</b> | <b>\$1,857,804</b> |
|--------------|--------------------|--------------------|--------------------|

\*unspent funding in year 1 will carry over to year 2

\*\*unspent funding in year 2 will carry over to year 3

**Detailed salary and fringe\*\*\***

|                             | Year 1 effort | Year 1 salary    | Year 1 fringe   | Year 2 effort | Year 2 salary    | Year 2 fringe    | Year 3 effort | Year 3 salary    | Year 3 fringe    |
|-----------------------------|---------------|------------------|-----------------|---------------|------------------|------------------|---------------|------------------|------------------|
| Manager                     |               |                  |                 | 3%            | \$4,014          | \$1,031          | 3%            | \$4,175          | \$1,073          |
| Health Educator             | 15%           | \$12,258         | \$3,149         | 60%           | \$50,995         | \$13,101         | 80%           | \$70,714         | \$18,166         |
| Health Educator             | 15%           | \$13,235         | \$3,400         | 60%           | \$55,058         | \$14,144         | 80%           | \$76,347         | \$19,614         |
| Speech Language Pathologist | 15%           | \$9,364          | \$2,406         | 30%           | \$32,461         | \$8,339          | 80%           | \$90,025         | \$23,127         |
| Health Educator             | 15%           | \$7,173          | \$1,843         | 53%           | \$26,360         | \$6,772          | 80%           | \$41,380         | \$10,631         |
| Care Coordinator            | 15%           | \$7,332          | \$1,884         | 60%           | \$30,501         | \$7,836          | 80%           | \$42,294         | \$10,865         |
| Program Assistant           | 15%           | \$4,941          | \$1,269         | 60%           | \$20,552         | \$5,280          | 80%           | \$28,499         | \$7,321          |
| Care Coordinator            | 15%           | \$7,413          | \$1,904         | 60%           | \$30,839         | \$7,923          | 80%           | \$42,763         | \$10,986         |
| Outreach Coordinator        | 15%           | \$13,887         | \$3,568         | 13%           | \$14,513         | \$3,728          | 13%           | \$15,094         | \$3,878          |
| Scheduler                   | 85%           | \$53,076         | \$13,635        | 90%           | \$58,446         | \$15,015         | 100%          | \$67,538         | \$17,351         |
| Health Educator             | 85%           | \$73,761         | \$18,949        | 90%           | \$81,224         | \$20,866         | 90%           | \$84,473         | \$21,701         |
| Program Assistant           | 75%           | \$14,040         | \$3,607         | 90%           | \$17,522         | \$4,501          | 90%           | \$18,223         | \$4,682          |
| Program Assistant           | 75%           | \$31,980         | \$8,216         | 90%           | \$39,911         | \$10,253         | 100%          | \$46,120         | \$11,848         |
| Program Assistant           | 85%           | \$33,150         | \$8,516         | 82%           | \$33,259         | \$8,544          | 100%          | \$42,182         | \$10,837         |
| Data Coordinator            |               |                  |                 |               |                  |                  | 75%           | \$41,676         | \$10,707         |
| <b>Total</b>                |               | <b>\$281,610</b> | <b>\$72,346</b> |               | <b>\$495,655</b> | <b>\$127,333</b> |               | <b>\$711,503</b> | <b>\$182,787</b> |

\*\*\*Confidential, detailed salary and fringe are not for public record.



ORDER OF COMMISSIONERS COURT  
Authorizing execution of an amendment to an agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the \_\_\_\_ day of \_\_\_\_\_, 2024 with all members present except \_\_\_\_\_.

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

**ORDER AUTHORIZING EXECUTION OF AMENDMENT TO AGREEMENT WITH  
TEXAS CHILDREN'S HOSPITAL**

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

| Vote of the Court  | <u>Yes</u>               | <u>No</u>                | <u>Abstain</u>           |
|--------------------|--------------------------|--------------------------|--------------------------|
| Judge Hidalgo      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Ellis        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Garcia       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Ramsey, P.E. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. 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 County Judge Lina Hidalgo be, and she is hereby authorized to execute, for and on behalf of Harris County, the Second Amendment to the Master Agreement to update various terms. The Amendment is incorporated herein as though fully set forth word for word.

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