



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

April 8, 2024

Commissioners Court
Harris County, Texas

RE: Job No. 220352

Members of Commissioners Court:

Please approve the attached Order(s) authorizing the County Judge to execute the attached Agreement(s) 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: See attached

Vendor: See attached

Term: through February 28, 2025

Renewal Option: 1 of 4

Amount: See attached

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

Commissioners Court approved the renewal on December 19, 2023, Ryan White requires agreement(s) to continue services. A purchase order will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf
Purchasing Agent

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

FOR INCLUSION ON COMMISSIONERS COURT AGENDA APRIL 23, 2024



Vendor	Service Category	Contract No.	Amount
AIDS Healthcare Foundation	Primary Care, LPAP, MCM, SLW, EFA, EHE	24GEN0552	\$461,325
AIDS Healthcare Foundation	Primary Care, LPAP, MCM, SLW, EFA -Rural	24GEN0553	\$13,875
AIDS Healthcare Foundation	MAI P-Care: Target to African-American & Hispanic	24GEN0554	\$174,952
Houston Area Community Services (Avenue 360)	Primary Care, LPAP, MCM, SLW, EFA, EHE	24GEN0557	\$383,820
Houston Area Community Services (Avenue 360)	MAI P-Care: Target to African-American & Hispanic	24GEN0613	\$126,324
Legacy Community Health Services	Primary Care, LPAP, MCM, SLW, EFA, EHE	24GEN0617	\$1,014,077
Legacy Community Health Services	MAI P-Care: Target to African-American & Hispanic	24GEN0624	\$189,475

CONTRACT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Contract (sometimes “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 **AIDS Healthcare Foundation**, (“the Subrecipient”).

I. PURPOSE

A. The County has been awarded federal grant funds from a federal grant program established by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (“Act”) that makes from the United States Public Health Service, Health Resources and Services Administration (“HRSA”) federal assistance funds available to the County. That federal assistance is directed through the office of the urban county’s chief elected official (“the County Judge of Harris County”) that administers the public health agency providing outpatient and ambulatory services to the greatest number of individuals with AIDS, as reported to and confirmed by the Centers for Disease Control. The amounts received for participating in the grant program are to be used to provide direct financial assistance to qualified entities for the purpose of delivering core medical services and support services.

B. The County Judge of Harris County has established the Houston Area Ryan White Planning Council (“Planning Council”) that is responsible for establishing priorities for the allocation of funds and the development of a comprehensive plan for the organization and delivery of health services described in section 300ff-14 of the Act, that are compatible with any existing State or local plan for the provision of health services to individuals with HIV disease and the assessment of the efficiency of the administrative mechanism in order to rapidly allocate funds to the areas of greatest need. The County desires to obtain the services of the Subrecipient to provide certain services to certain HIV-infected and affected individuals in the Houston Eligible Metropolitan Area.

II. SCOPE OF SERVICES

The Subrecipient will perform the work described in the Scope of Work set out in Attachment No. 01 and No. 3, called “Services” throughout this Contract. The Attachment is incorporated into this Contract as though copied verbatim in it. The Subrecipient understands and agrees that the funds provided by the County may only be used for the Services.

III. STANDARDS

A. The Subrecipient will perform all of the Services and other obligations of this Contract in accordance with generally accepted, applicable standards and will comply with all federal, state, or local laws, rules, regulations, ordinances and the grant award that in any manner affect its performance of this Contract and/or its receipt, disbursement, and accounting of funds received for its performance of this Contract. The goals, terms, and requirements of the federal grant from HRSA to the County are incorporated in this Contract by reference.

B. During all times in which Subrecipient has an active Ryan White Contract with the County, Subrecipient must annually register with the Federal Government's System for Award Management ("SAM"), providing it with current, accurate information Subrecipient must ensure that its SAM registration is active and MPIN is current. Information about registering with the SAM can be found at <https://usfcr.com/>.

C. The Subrecipient will ensure that personnel providing Services have all licenses required by law and/or are qualified to perform those Services. The Subrecipient will further ensure that all program and/or facility licenses necessary to provide the required Services are current and to immediately notify the County if any such licenses become invalid or are canceled during the term of this Contract.

D. The Subrecipient will immediately notify the Executive Director of the Harris County Public Health (PHS) Department ("Executive Director"), or other person designated by the Executive Director, of any problems, delays or adverse conditions that will affect the ability of the Subrecipient to perform its Contract obligations. All such notices will include a statement of actions taken or to be taken by the Subrecipient to resolve the problems, delays or adverse conditions. The Subrecipient will also promptly notify the Executive Director, or his or her duly authorized representative, if it anticipates providing the Services with a lower cost than the allocated amount or within a shorter period of time than the Contract term.

E. The Subrecipient will develop, implement and maintain financial management and control systems that meet or exceed the requirements established by HRSA. These requirements will include, but will not be limited to:

1. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of associated costs;
2. A financial management system to include:
 - (a) accurate and complete payroll, accounting, and financial reporting records;
 - (b) cost source documentation;
 - (c) effective internal budgetary controls;
 - (d) determination of reasonableness, allowability and allocability of costs; and
 - (e) timely and appropriate audits and resolution of any audit findings; and

If fees are charged to clients receiving Services, a fee schedule, including: a) a system for discounting or adjusting charges based on a client's Modified Adjusted Gross Income (MAGI) and family size, in accordance with the requirements of the Act, b) a mechanism for billing and collecting fees from third party payers and c) a mechanism for reasonable efforts to collect allowable fees from clients. Charges by Subrecipient for the provision of Services must be a sliding fee schedule that is

available to the public. Individual annual aggregate charges to patients receiving Services must conform to the following limits:

INDIVIDUAL/FAMILY ANNUAL GROSS INCOME	TOTAL ALLOWABLE ANNUAL CHARGES
Equal to or below official poverty line ("OPL")	No charges permitted
101% to 200% of OPL	5% or less of MAGI
201% to 300% of OPL	7% or less of MAGI
300+% of OPL	10% or less of MAGI

"Aggregate Charges" means annual charges imposed for all Services regardless of terminology (i.e. enrollment fees, premiums, deductibles, cost-sharing, co-payments, coinsurance, etc.) and applies to all service providers from whom individuals receive Services. A simple application showing annual gross salary of an individual or family will be used to establish the appropriate level of fees.

F. Anti-kickback Statue. The Subrecipient will comply with 42 USC 1320a-7b(b) by: 1) implementing an employee Code of Ethics or Standards of Conduct policy, 2) personnel policies, 3) for Medicaid and Medicare providers, implementing a Corporate Compliance Plan, 4) implementing Bylaws and policies that include ethics standards or business conduct practices, 5) maintaining documentation of any employee or Board Member violation of the Code of Ethics or Standards of Conduct policy, and 6) maintaining documentation of any complaint of violation of the Code of Ethics or Standards of Conduct and resolution of the complaint.

G. The Subrecipient must comply with all applicable Provider/Subgrantee Requirements and Responsibilities detailed in the HRSA HIV/AIDS Bureau (HAB) National Monitoring Standards for Ryan White HIV/AIDS Part A and Part B Grantees and implemented by Harris County Public Health/Ryan White Grant Administration. The most current Ryan White Programmatic and Fiscal Monitoring Standards may be found: <https://careacttarget.org/library/part-and-b-monitoring-standards>

H. The Subrecipient will participate in all evaluations, studies, and reviews conducted by either the County or the Planning Council regarding services funded with Ryan White grant funds.

I. The Subrecipient will participate in the Outcome Evaluations, Standards of Care, Quality Assurance and Quality Management activities conducted by the County regarding services funded with Ryan White grant funds.

J. The Subrecipient may not subcontract any of its duties or obligations of this Contract without the express written consent of the County. Any request for the right to use a subcontractor will include the name and address of the subcontractor and a copy of the proposed subcontract. As a condition of granting permission to use a subcontractor, the County may require changes or additions to the subcontract.

K. It is understood and agreed between the parties that the Subrecipient's performance of the obligations of this Contract will be reviewed by the County. The Subrecipient's failure to perform any of its Contract obligations in accordance with all terms and conditions of this Contract will be considered in any future allocation of Ryan White grant funds by the County.

L. **41 U.S.C. § 4712.** Subrecipient must comply with 41 U.S.C. § 4712 regarding enhancement of contractor protection from reprisal for disclosure of certain information. This program requires all grantees, their subgrantees, and subcontractors to:

1. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the program;
2. Inform their employees in writing of employee whistleblower protections of this law in the predominant native language of the workforce; and,
3. Include such requirements in any agreement made with a subcontractors or subgrantee.

M. Fraud, Waste or Abuse Hotline. Subrecipient shall immediately report to the County through the County's Fraud, Waste, or Abuse Hotline and also notify the County in accordance with all the Notice provisions contained in this Agreement all suspected or known instances and facts concerning fraud, waste, abuse, or criminal activity under this Agreement. The County's Fraud, Waste, or Abuse Hotline can be accessed by phone at 866-556-8181 or online at <https://secure.ethicspoint.com/domain/media/en/gui/68174/index.html>

IV. TIME OF PERFORMANCE

The term of this Contract will begin on March 01, 2024 and end on February 28, 2025, unless sooner terminated as provided by any provision hereof. The County may offer one-year renewal options based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by Harris County Commissioners Court. Once renewal options are exhausted, the Contract must be rebid. The County reserves the right to rebid at any time that it deems to be in its best interest but is not bound to automatically renew.

V. COMPENSATION AND PAYMENT FOR SERVICES

A. Attachment No. 02 and No. 04, incorporated by reference as though copied verbatim, is the Budget for this Contract. Subject to the limitation upon and the availability of funds provided by HRSA to the County for the performance of Services, the County will pay the Subrecipient the costs and expenses that are described in that Attachment. The amounts stated in that Attachment are the total maximum sums specifically allocated to fully discharge any and all liabilities that may be incurred by the County for Subrecipient's performance of this Contract.

B. It is expressly understood and agreed that the total maximum funds for the performance of this Contract are stated in the Auditor's Certificate, below. Additional funds will not be available unless first certified to be available by the County Auditor. The Subrecipient further understands and agrees that this Contract is contingent upon the County's receipt of funds from HRSA. The County has no other funds for the payment of Contract obligations. The County is not obligated to pay Subrecipient for the performance of any portion of this Contract unless the County has received funds for that (those) purpose(s) from HRSA and certified available by the County Auditor. Subrecipient must assure itself that sufficient funds have been allocated for the provision of Services. The County is not obligated to pay Subrecipient any amount spent by Subrecipient that HRSA determines not to be reimbursable from federal grant funds. The Subrecipient will refund to the County any and all amounts paid to it by the County for items that HRSA determines are not subject to payment from federal grant funds. The

Subrecipient will have no right of action against the County because of the County is unable to perform its obligations of this Contract as a result of the suspension, termination, withdrawal, failure, or lack of sufficient funding from HRSA to the County.

C. On or about the last day of each calendar month during which it provides Services, the Subrecipient will submit an itemized Statement, called "Statement" throughout this Contract, sworn to by the Subrecipient to be true and correct, to the Executive Director, in a form acceptable to the County Auditor, describing in detail those Services, the cost, compensation and expense reimbursement claimed. No amount in excess of an average of one-twelfth (1/12) of the total amount of the Contract will be included in the Statement without prior written approval by the County. Statements will show the name and classification of each person performing Services and the date(s) and time(s) the Services were performed. The Subrecipient will enter all Services into the Centralized Patient Care Data Management System ("CPCDMS") prior to submitting a Statement for payment. Documentation supporting a Statement will also include details of the work, units/duration, the unique identifier (11-character code) of the client(s) receiving Services and the expenses claimed that may be requested by the County Auditor for verification purposes. The Subrecipient will also provide copies of any documents, records, or information requested by the Ryan White Grant Administration or the County Auditor. The Executive Director will review each Statement and approve it with modifications, if any, it deems appropriate and will pay it within twenty (20) calendar days after approval by the County Auditor.

D. Any payments by the County to the Subrecipient may be withheld if the Subrecipient fails to comply with the County's reporting requirements, the program objectives, or other requirements relating to the Subrecipient's performance of work and Services required by this Contract.

E. The Subrecipient understands and agrees that the County will reimburse Subrecipient only for costs incurred in the performance of this Contract that conform to requirements of all applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement with HRSA grant funds. Administrative costs charged by the Subrecipient in the performance of this Contract may not exceed ten percent (10%) of the total charges billed to the County, unless previously approved by the County in writing.

F. The Consolidated Appropriations Act, 2023 (P.L.118-15), enacted November 11, 2023, 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 \$221,900.00, effective January 1, 2024. 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.

G. The Subrecipient must, prior to billing this Contract, have an on-going system to verify clients' eligibility for payment by Medicaid/Medicare and private health insurance, including health insurance purchased through the federal health insurance exchange or Marketplace implemented under the Patient Protection and Affordable Care Act ("ACA"). The County may withhold all or part of any

payments in order to reconcile Medicaid/Medicare or other health insurance reimbursable expenses inappropriately billed to this Contract.

H. Payer of Last Resort. Subrecipient must screen and document financial eligibility and proof of HIV status during each program year. All non-Ryan White fiscal resources, including the clients own resources, must be first used before using, committing, or obligating Ryan White grant funds. Under current HAB and VA policy, veterans receiving VA health benefits will be considered as uninsured, thus exempting veterans from the Payer of Last Resort requirements.

I. The Subrecipient understands and agrees that funds received for the performance of this Contract will not be used to supplant state, local or other federal funds received by the Subrecipient. The County may withhold all or part of any payments to the Subrecipient to offset any reimbursement made to the Subrecipient for any ineligible expenditure not yet refunded to the County by the Subrecipient. Payments to the Subrecipient may also be denied for Subrecipient's failure to furnish required financial reports to the County, failure to respond to financial compliance monitoring reports, or failure to meet program requirements specified in the Scope of Work set out in Attachment No. 01 and No. 03.

J. If the County determines the Subrecipient will not use all of the allocated funds, then the County will reduce the allocated amount so that those funds do not remain unspent, and may be promptly reallocated to other HIV service providers as allowed by the County's procurement procedures. The County will notify the Subrecipient in writing of it reduces the allocated amount. A decision by the County to reduce allocations will be final.

K. The decision of the County Auditor regarding a dispute between the parties over payment to the Subrecipient for Services will be final.

VI. TERMINATION

A. The County may upon thirty (30) calendar days written notice to the Subrecipient, terminate all or any part of this Contract for:

1. Failure of the Subrecipient to comply with the County's reporting requirements, the program objectives, the terms, conditions or standards of this Contract, applicable federal, state or local laws, rules, regulations and ordinances, or any other requirements set out in this Contract;
2. Failure of the Subrecipient to perform the work and Services required by this Contract within the time specified or any extension of time;
3. Failure of the Subrecipient to correct its noncompliance with any term(s) or provision(s) of this Contract within thirty (30) calendar days (or an extension authorized by the County, in writing) after receiving notice of noncompliance from the County; or

4. Reduction, depletion or unavailability of funds allocated to County by HRSA during the Contract term.

B. Notwithstanding subparagraph A, above, the Executive Director may immediately terminate or suspend this Contract to protect the health and safety of clients.

C. Notwithstanding subparagraph A of this Article VI, this Contract may be terminated upon shorter notice if both parties agree.

D. Termination of the Contract will be accomplished by delivering a written notice of termination to the Subrecipient specifying the extent the performance of work or Services has been terminated and the effective date of termination. After receipt of said termination notice, the Subrecipient will stop its work on termination date to the extent specified in the notice. Upon receipt of the notice, the Subrecipient will incur no new obligations and will cancel any outstanding obligations. To the extent federal funds are available and reimbursement is permitted, the County will reimburse the Subrecipient for noncancellable obligations that were incurred prior to the termination date.

E. Upon termination of this Contract, any and all unspent funds that were paid by the County to the Subrecipient for the performance of this Contract will be returned to the County.

F. The County may terminate a Contract at any time if the Subrecipient employs, in any capacity, any person who is then currently employed by Ryan White Grant Administration of Harris County Public Health, or who has been employed by the Ryan White Grant Administration within the six (6) months immediately preceding the commencement of employment by the Subrecipient. For the purposes of this paragraph, the term “employs in any capacity” will mean the receipt of services of any kind in exchange for consideration, regardless of whether the person performs the services as an employee, consultant, agent, independent Contractor, subcontractors or in some other capacity. The Executive Director of Harris County Public Health may waive this requirement upon written request from the Subrecipient. The granting of a waiver is at the discretion of the Executive Director and any such decision by the Executive Director is final.

VII. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). Subrecipient must abide by the following requirements:

TRAFFICKING IN PERSONS

A. Provisions applicable to a recipient that is a private entity:

1. Subrecipient, Subrecipient’s employees, subcontractors of this award, and subcontractors' employees may not:

- i. Engage in severe forms of trafficking in persons during the term of this Contract;

- ii. Procure a commercial sex act during the term of this Contract;
- iii. Use forced labor in the performance of the award or sub-awards mentioned in this Agreement.

2. The Federal awarding agency may unilaterally terminate this award, without penalty, if Subrecipient or a subcontractors that is a private entity:

- i. is determined to have violated a prohibition in paragraph A.1; or
- ii. has an employee who is determined by the agency official authorized to terminate this Contract to have violated a prohibition in paragraph A.1 through conduct that is either:

A. associated with performance of this Contract; or

B. imputed to Subrecipient or the subcontractors using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by Federal awarding agency at 2 CFR part 376.

B. Provisions applicable to a recipient other than a private entity:

The Federal awarding agency may unilaterally terminate this award, without penalty, if a subcontractor that is not a private entity:

- 1. is determined to have violated an applicable prohibition in paragraph A.1; or
- 2. has an employee who is determined by the Federal awarding agency official authorized to terminate this Contract to have violated an applicable prohibition in paragraph A.1 through conduct that is either:

i. associated with performance of this Contract; or

ii. imputed to the Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by Federal awarding agency at 2 CFR part 376.

C. Provisions applicable to any recipient:

- 1. Subrecipient must inform County immediately of any information it receives from any source alleging a violation of a prohibition in paragraph A.1.

2. County's right to terminate unilaterally that is described in paragraph A.2 or B of this section:

- i. implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
- ii. is in addition to all other remedies for noncompliance that are available to Federal awarding agency under this award.

3. Subrecipient must include the requirements of paragraph A.1 in any sub-award you make to a private entity.

D. Definitions. For purposes of this Contract:

1. "Employee" means either:

- i. an individual employed by Subrecipient or a subcontractor who is engaged in the performance of the project or program required by this Contract; or
- ii. another person engaged in the performance of the project or program required by this Contract and not compensated by Subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity" means:

- i. any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25; and
- ii. includes:

A. a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**VIII. CERTIFICATION REGARDING LOBBYING AND COMPLIANCE
WITH THE DRUG-FREE WORKPLACE ACT OF 1988**

A. The Subrecipient will comply with the requirements of section 1352 of Public Law 101-121 (31 U.S.C. § 1352) and 45 CFR Part 93 and will require the same compliance of all of its subcontractors providing Services. It is understood and agreed that no funds obtained by the Subrecipient for the performance of this Contract have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan or cooperative agreement.

B. The Subrecipient (and its subcontractors providing Services) must submit Standard Form-LLL ("Disclosure Form to Report Lobbying") in the form and manner required by its instructions if the Subrecipient (or the subcontractor) receives federal funds in excess of \$100,000.00 for the performance of this Contract, and any other funds that have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this Contract,

C. The Subrecipient further agrees that it will comply with the Drug-Free Workplace Act of 1988, Sections 5151-6160 (41 U.S.C. 8101) Public Law 100-690. Upon execution of this Contract, the Subrecipient will execute and submit to Harris County Public Health the Certification of Compliance with the Drug-Free Workplace Act of 1988 that is attached to this document, marked Attachment No. 05, and incorporated herein for all purposes. The Subrecipient will require execution of the Certification of Compliance with the Drug-Free Workplace Act of 1988 in all Contracts between itself and any subcontractors.

IX. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

The Subrecipient will comply with Public Law 103-227, also known as the Pro-Children Act of 1994, requiring that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity, and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, Contract, loan, or loan guarantee. This law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. This law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. By executing this Contract, the Subrecipient certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined in the Pro-Children Act of 1994. The Subrecipient further

will include this certification in all Contracts between itself and any subcontractors in connection with the services performed under this Contract.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Subrecipient certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Subrecipient further will include this certification in all Contracts between itself and any subcontractors performing Services.

XI. INDEPENDENT CONTRACTOR

The Subrecipient is an independent contractor and not an agent, representative or employee of the County. No employee, agent or representative of the Subrecipient will be considered an employee of the County nor be eligible for any benefits, rights, or privileges accorded to County employees.

XII. MANNER OF NOTICE

Notices and communications required by this Contract must be sent by registered or certified United States Mail, postage prepaid (return-receipt requested) or hand delivered to the following address:

BY SUBRECIPIENT TO COUNTY:

Harris County Public Health
1111 Fannin Street, 16th Floor
Houston, Texas 77002
Attn: Ryan White Grant Administration

BY COUNTY TO SUBRECIPIENT:

AIDS Healthcare Foundation,
2323 S. Shepherd Drive, Suite 810
Houston, Texas 77019
Attn: Anthony Snipes, Texas Regional Director
Email address: Anthony.Snipes@ahf.org

Notices sent by registered or certified United States mail, properly addressed, postage prepaid, return-receipt requested, are deemed given when deposited in the United States mail.

XIII. INSPECTIONS AND ACCESS TO RECORDS

A. Authorized representatives of the County, HRSA and the Comptroller General of the United States have the right, at all reasonable times, to inspect, conduct site visits or otherwise evaluate the work required by this Contract and the premises in which the Services are being provided in a manner so as not to unduly delay service delivery by the Subrecipient. The Subrecipient will cooperate with and provide reasonable access, facilities and assistance to those representatives.

B. The Subrecipient agrees that the County, HRSA, the Comptroller General of the United States, or any of their duly authorized representatives, will have access to any pertinent books, documents, papers, and records for the purpose of making audit, examination, excerpts and transcripts of transactions related to this Contract. The County will have the right to audit billings both before and after payment.

XIV. CLIENT RECORDS

A. All client records are the property of the Subrecipient. The County, however, may have access to or obtain copies of those records for audit, litigation, or other circumstances that may arise. If this Contract is terminated, the County may deliver written notice to the Subrecipient requesting that the clients receiving Services have their cases and copies of their records transferred to another service provider. Upon receiving such notice, the Subrecipient will take all necessary and reasonable steps to obtain the written consent of the clients for transfer of their cases and records. It is understood and agreed that a client's case and copies of their records will be transferred only to another service provider with the client's written consent. Any disclosure or transfer of records will conform with the confidentiality provisions contained in article XVII of this Contract.

B. The Subrecipient must ensure that documentation is provided in the client's record file of proof of HIV status and eligibility for services under this Contract.

C. **Before the start of this Agreement, or any subsequent term, in the event that the Subrecipient ceases to conduct business, or is unable for any reason, to provide the services described in this Agreement, the Subrecipient will make arrangements to retain client records, in a safe and secure manner for the period of time required by law or up to five (5) years after the client last received services, whichever is longer.**

XV. CLIENT GRIEVANCE PROCEDURES

The Subrecipient will establish and maintain written procedures to address grievances or complaints pertaining to its performance of this Contract. The procedures will be prominently displayed at the Subrecipient's premises and state that the Subrecipient receives Ryan White grant funds from Harris County. The Subrecipient will immediately provide the County with copies of all grievances or complaints it receives.

XVI. EQUIPMENT AND SUPPLIES

A. The acquisition and maintenance of any equipment and supplies required for the performance of this Contract must comply with applicable federal laws, regulations, and rules pertaining to the use of HRSA grant funds for that (those) purpose(s).

B. The term “equipment” as used in this Contract will include all tangible, nonexpendable property, including computer hardware and software that costs more than \$500.00 and has a useful life of more than one year. Title to all equipment purchased with funds provided through this Contract (“Contract funds”) will be in Subrecipient’s name throughout the Contract term.

C. Subrecipient will not acquire any equipment that is not initially listed in this Contract and approved by the County that costs more than \$500.00 (price plus tax) without prior written approval of the County. Request for County approval must be made in writing, detailing the justification for the acquisition, description of features, make and model, costs, and any other information requested by the County.

D. The Subrecipient will maintain an annual inventory of equipment purchased with Contract funds and submit a report to the County at the end of the Contract term. The Subrecipient will administer a program of maintenance, repair, and protection of assets required for the performance of this Contract to assure their full availability and usefulness, and will ensure that all equipment purchased with Contract funds is adequately insured to cover any loss, destruction or damage to it. In the event the Subrecipient receives funds from any source as compensation or reimbursement for any loss, destruction or damage to the asset(s), Subrecipient will use those funds to repair or replace said asset(s).

E. The Subrecipient will, upon termination of this Contract, execute all necessary documents to transfer title to any equipment that costs \$1,000 or more and is purchased with Contract funds to the County or its designee. If permitted by law, the County may, in its sole discretion, allow title to such property to remain in the Subrecipient’s name.

XVII. CONFIDENTIALITY

The Subrecipient will ensure that the confidentiality of all reports, information, client records, and data prepared, collected or assembled by it in the performance of this Contract is maintained in compliance with federal regulations governing Confidentiality of Alcohol and Drug Patient records, 42 CFR, Part 2 and Section 333 of Public Law 91-616 as amended by Public Law 93-282; Texas Health & Safety Code, Chapter 81, Section 81.050; and all *other* applicable federal and state laws, rules and regulations. Any disclosure of confidential client information by the Subrecipient must comply with all applicable federal and state laws, rules and regulations. The Subrecipient will ensure that employees are trained, understand and are familiar with confidentiality requirements regarding HIV/AIDS related medical information and alcohol and drug abuse patient records.

XVIII. FINANCIAL AND PROGRAM REPORTS

A. The Subrecipient will keep a separate record of all Contract funds received by it and will provide the County with all information, records, papers, reports and other documents pertaining to the services furnished that are requested by the County Auditor, the County Public Health Executive Director, HRSA or their duly authorized representatives.

B. **Administrative Cost Reports (“ACR”).** Within sixteen (16) calendar days after the end of each calendar month, the Subrecipient will provide the County with a written report that includes all administrative costs incurred during the previous month. Those administrative costs may not exceed ten percent (10%) of the total charges billed to the County unless the County has given written approval of the item. The Subrecipient will provide the County with a final ACR no later than 21 days after the end of the Contract.

Administrative costs include, but are not limited to, usual and recognized overhead activities, including rent, utilities, and facility costs, costs of management oversight of specific programs supported by Ryan White HIV/AIDS Program funds, including but not limited to, program coordination; clerical; financial and management staff not directly related to patient care; program evaluation and quality improvement; liability insurance; audits; and computer hardware/ software that is not directly related to patient care. If allowed per RFP requirements, any indirect charges pursuant to a federally approved indirect cost rate are considered Administrative Costs. Per HRSA HAB Policy Clarification Notice (PCN) 15-01, the portion of indirect and/or direct facilities expenses such as rent, maintenance, and utilities for areas primarily utilized to provide core medical and support services for eligible RWHAP clients (e.g., clinic, pharmacy, food bank, substance abuse treatment facilities) are not required to be included in the 10% administrative cost cap.”

C. **Contractor Expense Reports (“CER”).** Within sixteen (16) calendar days after the end of each calendar month, the Subrecipient will provide the County with an itemized Statement, in a form acceptable to the County Auditor, detailing the services provided and required by this Contract and the cost, compensation and expense reimbursement claimed. The Subrecipient will enter all client services into the Centralized Patient Care Data Management System (“CPCDMS”) before submitting the CER to the County. The supporting documentation will include details of the work, units/duration, and the unique client identifier (11-character code) of clients receiving services. The Subrecipient will provide the County with a final CER not later than 21 days after the end of the Contract.

D. **Final Financial Report.** Within forty-five (45) calendar days after the end of the Contract term, the Subrecipient will prepare and submit to the County, a written report describing in detail the services performed and the amount expended for each category of services provided during the term of the Contract.

E. **Audit.** The Subrecipient will comply with all audit requirements established by federal rules and regulations and will submit a copy of all audit reports to the County within thirty (30) calendar days of the Subrecipient's receipt the report. If the Subrecipient is a for-profit organization or entity, the Subrecipient will provide written assurance from an independent public accountant that no profit has been realized from the performance of this Contract and the receipt of Contract funds. Non-profit

and governmental agencies receiving federal funding assistance in the aggregate amount of \$750,000.00 or more during their fiscal year must have an audit conducted in compliance with Code of Federal Regulations 2 CFR 200.501. Proprietary agencies receiving awards of \$25,000.00 or more must submit an audit of their general financial statements within twelve (12) months of their fiscal year end. Non-profit and governmental agencies meeting the \$750,000.00 aggregate threshold may charge 2 CFR 200.501 single audit costs proportionally to their Ryan White grants. However, agencies that do not meet the \$750,000.00 aggregate threshold may not use Federal funds to pay for 2 CFR 200.501 single audit costs. The audit must be submitted to the Harris County Auditor's Office no later than nine (9) months after the end of the audited fiscal year and be performed by entity in good standing per industry standard peer review.

F. Centralized Patient Care Data Management System. The Subrecipient will use the Centralized Patient Care Data Management System ("CPCDMS") provided by the County to document the eligibility status of all clients. The Subrecipient will enter service utilization data for all clients, that includes but is not limited to, the demographic and medical profile of all clients and the number and frequency of the services received by the clients. The Subrecipient will transmit all CPCDMS data in compliance with Harris County, Ryan White Grant Administration CPCDMS policies and procedures. The Subrecipient will use only a Ryan White Grant Administration approved high-speed Internet connection to transfer CPCDMS data.

G. Documentation of Attendance. All agencies providing office- or clinic-based services, including case management, must maintain documentation of the client's attendance at the visit or session. This requirement is in addition to the required progress notes by which the clinician (e.g., physician/physician extender, nurse, dentist, nutritionist, social worker, therapist, case manager, or physical therapist) or staff member (e.g., food pantry worker) documents the service provided. The Subrecipient must implement a strategy that ensures clients who receive office or clinic-based care or services sign-in when they access such services. The Subrecipient may forego this requirement in specific instances if obtaining the signature may discourage clients with mental health status, behavior and/or other life issues from accessing needed care or services. This waiver is available on a strict case-by-case basis and, if granted, must be noted in the client's record.

H. Ryan White Grant Administration Site Visit Guidelines and Standards of Care. The Subrecipient must comply with all Ryan White Grant Administration Site Visit Guidelines and Standards of Care applicable to this Contract. The most current site visit Ryan White Grant Administration guidelines and standards of care may be found at <https://public.health.harriscountytexas.gov/Division-Offices/Divisions/Community-Health-Wellness-Division/Ryan-White-Grant-Administration> under the applicable tabs.

I. Ryan White Programmatic and Fiscal Monitoring Standards. Subrecipient must comply with the HRSA Ryan White National Part A Programmatic, Fiscal and Universal Monitoring Standards applicable to Subgrantees, Subrecipients and Subcontractors that have been implemented by Harris County and HCPH/Ryan White Grant Administration. The Ryan White National Monitoring Standards detail the minimum acceptable standards with which Subrecipients must comply. Local Standards of Care, Site Visit guidelines, Outcome Measures, Contract requirements and other requirements implemented by Ryan White Grant Administration often exceed those required by the HRSA Ryan White National Monitoring Standards. Subrecipient must comply with both the National and local

requirements. The most current Ryan White Programmatic and Fiscal Monitoring Standards may be found at <https://careacttarget.org/library/part-and-b-monitoring-standards>.

J. **Quality Management.** The Subrecipient is required to establish and maintain a Clinical Quality Management (CQM) Program as outlined in Ryan White Program Policy Clarification Notice (PCN) 15-02. The Subrecipient must participate in the Quality Management program implemented by the County, including access to client clinical records by the County, or its duly authorized representatives, for the purpose of assessing the extent to which key components, as defined by Ryan White Grant Administration, are in place and ongoing. The most current PCN 15-02 requirements may be found at <https://hab.hrsa.gov/sites/default/files/hab/Global/HAB-PCN-15-02-CQM.pdf>.

XIX. INDEMNITY AND BONDING

A. Each person employed by the Subrecipient who handles Contract funds, including persons authorizing payments, will, during the Contract term, be covered by a fidelity bond providing for indemnification of losses occasioned by: (1) any fraudulent or dishonest act or acts committed by any of the Subrecipient's employees either individually or in concert with others, and/or (2) failure of faithfully his/her duties, or to account properly for all monies and property acquired with Contract funds. This fidelity bond will be in an amount of not less than ten thousand dollars (\$10,000.00).

XX. PROGRAM INCOME

A. All revenues received from the delivery of services will be retained by the Subrecipient and used by it to perform the services set forth in Attachment No. 01 and No. 03. The use of such revenues will comply with the requirements of the Act, 45 CFR Parts 75 and 92, and any other applicable laws, rules or regulations affecting their use and/or expenditure. The Subrecipient further understands and agrees that any interest income earned on the deposit of cash advances of Contract funds may not be retained by the Subrecipient but must be reported on Subrecipient's monthly itemized Statement requesting payment mentioned in article V, subparagraph C, of this Contract. Any such interest income will be deducted from County's reimbursements to the Subrecipient.

B. Program income is gross income earned by Subrecipient directly generated by the Ryan White Part A and/or MAI-supported activity or earned as a result of the Contract award. Program income includes, but is not limited to, income from fees for services performed (e.g., direct payment, or reimbursements received from Medicaid, Medicare and third-party insurance) and income a recipient or sub-recipient earns as the result of a benefit made possible by receipt of a grant or grant funds. Direct payments include charges imposed for Part A and/or MAI services as required under Section 2605(e) of the Ryan White Program legislation, such as enrollment fees, premiums, deductibles, cost sharing, co-payments, coinsurance, or other charges. Program income must be added to funds committed to the project or program and used to further eligible project or program objectives. Subrecipient must have systems in place to account for program income and to ensure its use that is consistent with grant requirements.

XXI. MEDICAID

The Subrecipient understands that if the services performed in accordance with this Agreement are available under the State's Medicaid Plan, the Subrecipient must enter into a participation agreement required by the State Medicaid Plan and must be qualified to receive payment from that plan. Funds received under this Agreement may not be used to provide items or services for which payment has already been made or can be reasonably expected to be received by the Subrecipient from third party payers, including Medicaid, Medicare, Veterans Benefits and/or other state or local programs, prepaid health plans or private insurance. The Subrecipient expressly understands and agrees that this requirement is subject to audit by the County and must be carefully documented in the year-end program report. The Subrecipient must have an on-going system to verify clients' eligibility for payment by Medicaid, Medicare and other third-party payers prior to billing this Contract. The County may withhold all or part of any payments in order to reconcile third party reimbursable expenses inappropriately billed to this Contract. Annually or upon request Subrecipient must provide Ryan White Grant Administration with the individual, group and/or agency Medicaid and NPIN provider numbers, including proof of enrollment in all Medicaid Managed Care Organizations (MCOs) currently operating in the Houston EMA, for all staff and Subrecipients providing Medicaid, Medicare and other third party eligible services.

XXII. NON-DISCRIMINATION

A. The Subrecipient will, in the performance of this Contract, comply with all applicable federal and state laws, standards, orders and regulations regarding equal employment.

B. Further, the Subrecipient will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Subrecipient in the performance of this Contract.

XXIII. INABILITY TO PAY AND LIMITS ON CHARGES

The Subrecipient understands and agrees that any client who is eligible to receive services paid for with Contract funds may not be denied services because of inability to pay. Allowable charges for services paid for with Contract funds are subject to the limitations and guidelines set out in Public Law 101-381, Section 2605 (d) (42 U.S.C. § 300ff-15(e)).

XXIV. COPYRIGHT AND PUBLICATIONS

A. The copyright to all materials created or developed by the Subrecipient with Contract funds are reserved to the Subrecipient. However, the County and HRSA are granted the perpetual, royalty-free, license to copy, use, transfer, and/or disseminate the material in any manner it or they may choose, for any and all purposes, including information, data, software, and/or other materials that are created or developed in connection with, or are the result of the performance of this Contract.

B. The Subrecipient will comply with all applicable regulations, rules and guidelines established by HRSA when issuing statements, press releases, producing printed materials, audiovisuals and other documents describing projects or programs funded, in whole or in part, with the

Contract funds. The Subrecipient will also clearly state that funding for such materials was provided by the County through a grant from HRSA.

XXV. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION (“PHI”) AND ELECTRONIC PROTECTED HEALTH INFORMATION (“EPHI”)

The purpose of this Section, which in context may also be referred to as a “Business Associate Agreement” (“BAA”), is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended (“HIPAA”); privacy and security regulations promulgated by the United States Department of Health and Human Services (“DHHS”); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended (“HITECH Act”); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended (collectively referred to herein as the “Privacy and Security Requirements”).

A. Definitions.

1. “Confidential Information” is information that has been deemed or designated confidential by law (i.e., constitutional, statutory, regulatory, or by judicial decision).
2. “Protected Health Information” (“PHI”) is defined in 45 C.F.R. § 164.501 and is limited to information created or received by Subrecipient from or on behalf of the County.
3. “Electronic Protected Health Information” (“EPHI”) will mean individually identifiable health information that is transmitted by or maintained in electronic media.
4. “Security Incident” will mean the unauthorized access, use, disclosure, modification, or destruction of Confidential Information, including, but not limited to, PHI and EPHI, or interference with the systems operations in an information system, including, but not limited to, information systems containing EPHI. This definition includes, but is not limited to, lost or stolen transportable media devices (e.g., flash drives, CDs, PDAs, cell phones, and cameras), desktop and laptop computers, photographs, and paper files containing Confidential Information, including, but not limited to, PHI and EPHI.

B. General.

1. Subrecipient will hold all PHI and EPHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV’T CODE ANN. §§ 552.001 *et seq.*, as amended.
2. Subrecipient will be bound by and comply with all applicable Federal and State of Texas licensing authorities’ laws, rules, and regulations regarding records and governmental records, including the Privacy and Security Requirements. Compliance with this paragraph is at Subrecipient’s own expense.

3. Subrecipient will cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other process, including investigations, required as a result of Subrecipient's services to the County. Compliance with this paragraph is at Subrecipient's own expense.
 4. The terms used in this BAA will have the same meaning as those terms in the Privacy and Security Requirements.
- C. Representation. Subrecipient represents that it is familiar with and is in compliance with the Privacy and Security Requirements, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.
- D. Business Associate. Subrecipient is a "Business Associate" of the County as that term is defined under the Privacy and Security Requirements.
1. *Nondisclosure of PHI.* Subrecipient agrees not to use or disclose PHI received from or on behalf of the County or created, compiled, or used by Subrecipient pursuant to this Agreement other than as permitted or required by this BAA, or as otherwise required by law.
 2. *Limitation on Further Use or Disclosure.* Subrecipient agrees not to further use or disclose PHI or EPHI received from or on behalf of the County or created, compiled, or used by Subrecipient pursuant to this BAA in a manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by the County, or if either Subrecipient or the County is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.
 3. *Safeguarding PHI.* Subrecipient will use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA or as required by State or Federal law, regulation, or rule.
 4. *Safeguarding EPHI.* Subrecipient will implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the County. These safeguards will include the following:
 - a) Encryption of EPHI that Subrecipient stores and transmits;
 - b) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;
 - c) Use of updated antivirus software;
 - d) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and

- e) Conduct of periodic security training.
5. *Reporting Security Incidents.* Subrecipient will report to the County any Security Incident **immediately** upon becoming aware of such. Subrecipient further will provide the County with the following information regarding the Security Incident as soon as possible, but no more than five (5) business days after becoming aware of the Security Incident: (1) a brief description of what happened, including the dates the Security Incident occurred and was discovered; (2) a reproduction of the PHI or EPHI involved in the Security Incident; and (3) a description of whether and how the PHI or EPHI involved in the Security Incident was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal. If Subrecipient determines that it is infeasible to reproduce the PHI or EPHI involved in the Security Incident, the Subrecipient will notify the County in writing of the conditions that make reproduction infeasible and any information the Subrecipient has regarding the PHI or EPHI involved. Subrecipient will cooperate in a timely fashion with the County regarding all Security Incidents reported to the County.

The County will review all Security Incidents reported by Subrecipient.

Subrecipient will take the following steps in response, to the extent necessary or required by law, including, but not limited to: (1) notifying the individual(s) whose PHI or EPHI was involved in the Security Incident, either in writing, via telephone, through the media, or by posting a notice on the County's website, or through a combination of those methods, of the Security Incident, and (2) providing the individual(s) whose PHI or EPHI was involved in the Security Incident with credit monitoring services for a period of time to be determined by the County, at no cost to the individuals.

The County, to the extent necessary or required by law, will provide notice of the Security Incident, as required by law, to the Secretary of the United States Department of Health and Human Services ("HHS").

Subrecipient will reimburse the County for all expenses incurred as a result of Subrecipient's Security Incidents, including, but not limited to, expenses related to the activities described above. Subrecipient agrees that the County will select the Subrecipients and negotiate the Contracts related to said expenses.

6. *EPHI and Subcontractors.* Subrecipient will require any agent to whom it provides PHI or EPHI, including a subcontractors, to agree to implement reasonable and appropriate safeguards to protect such PHI or EPHI. Further, Subrecipient will give the County at least sixty (60) days advance notice of its intent to provide PHI or EPHI to an agent located outside of the United States.
7. *Subcontractors and Agents.* Subrecipient will require any subcontractors or agent to whom Subrecipient provides PHI or EPHI received from or on behalf of the County or

created, compiled, or used by Subrecipient pursuant to this BAA, to agree to the same restrictions and conditions that apply to Subrecipient with respect to such PHI and EPHI.

8. *Reciprocal Disclosures.* The Parties agree that the Parties may reciprocally disclose and use PHI or EPHI for initial and continuing eligibility and compliance determinations related to the provision of benefits, for auditing and legal compliance purposes, and for compliance with laws, regulations, and rules related to the provision of medical or drug benefits to persons who may be eligible for such benefits under the Medicare Prescription Drug Benefit Program, Part D, or other federal or State of Texas programs. The County agrees:
 - a) to be bound by these provisions with regard to PHI or EPHI received from Subrecipient;
 - b) to restrict access to such PHI or EPHI to the County's Chief Financial Office, the County's Controller, the County's Compliance Officer, the Harris County Attorney's Office, and designated employees of the County's Benefits Department for legal and auditing services; and
 - c) to take disciplinary action against any employee whose willful act violates these provisions and results in an unlawful disclosure of PHI or EPHI.
9. *Mitigation.* Subrecipient will mitigate, to the extent practicable, any harmful effect that is known to Subrecipient of a use or disclosure of PHI or EPHI by Subrecipient, or by a subcontractors or agent of Subrecipient, resulting from a violation of this BAA, including violations of the Privacy and Security Requirements stated herein. Subrecipient also will inform the County in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.
10. *Notice – Access by Individual.* Subrecipient will notify the County in writing within three (3) business days of any request by an individual for access to the individual's PHI or EPHI and, upon receipt of such request, direct the individual to contact the County to obtain access to the individual's PHI. Upon request by the County, Subrecipient will make available PHI and EPHI to the County or, as directed by the County, to an individual in accordance with 45 C.F.R. § 164.524.
11. *Notice – Request for Amendment.* Subrecipient will notify the County in writing within three (3) business days of any request by an individual for an amendment to the individual's PHI or EPHI and, upon receipt of such request from the individual, direct the individual to the County to request an amendment of the individual's PHI or EPHI. Subrecipient will make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to or directed by the County in accordance with 45 C.F.R. § 164.526.
12. *Notice – Request for Accounting.* Upon receipt of any request from an individual for an accounting of disclosures made of the individual's PHI or EPHI, Subrecipient will

- notify the County in writing within three (3) business days of any such request, and upon receipt of such request from the individual, direct the individual to the County for an accounting of the disclosures of the individual's PHI or EPHI. Subrecipient will make available upon request the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pursuant to 45 C.F.R. § 164.528(a), an individual has a right to receive an accounting of certain disclosures of PHI or EPHI in the six (6) years prior to the date on which the accounting is requested.
13. *HHS Inspection.* Upon written request, Subrecipient will make available to HHS or its designee, Subrecipient's internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from, or created or received on behalf of, the County in a time or manner designated by HHS for purposes of HHS determining the County's compliance with the Privacy and Security Requirements.
 14. *County Inspection.* Upon written request, Subrecipient will make available to the County and its duly authorized representatives during normal business hours Subrecipient's internal practices, books, records and documents relating to the use and disclosure of confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the County in a time and manner designated by the County for the purposes of the County determining compliance with the Privacy and Security Requirements. Subrecipient will allow such access until the expiration of four (4) years after the services are furnished under the Contract or subcontract or until the completion of any audit or audit period, whichever is later. Subrecipient will allow similar access to books, records, and documents related to Contracts between Subrecipient and organizations related to or subcontracted by Subrecipient to whom Subrecipient provides confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the County.
 15. *PHI or EPHI Amendment.* Subrecipient will incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by the County pursuant to this BAA when notified by the County that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the Privacy and Security Requirements.
 16. *Documentation of Disclosures.* Subrecipient will document disclosure of PHI or EPHI and information related to such disclosures as is necessary for the County to respond to a request by an individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. § 164.528, as amended.
 17. *Termination Procedures.* Upon termination of this BAA for any reason, Subrecipient will deliver all PHI or EPHI received from the County or created, compiled, or used by Subrecipient pursuant to this BAA within thirty (30) days from the date of termination, or, if specially requested to do so by the County in writing, to destroy all PHI or EPHI within the time frame determined by the County, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when

Subrecipient maintains PHI or EPHI from the County in any form. If Subrecipient determines that transferring or destroying the PHI or EPHI is infeasible, Subrecipient agrees:

- a) to notify the County of the conditions that make transfer or destruction infeasible;
- b) to extend the protections of this BAA to such PHI or EPHI; and
- c) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return, or transfer to the County, or destruction infeasible.

18. *Notice-Termination.* Upon written notice to Subrecipient, the County may terminate any portion of the Agreement under which Subrecipient maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to Subrecipient, the County may terminate the entire Agreement if the County determines, at its sole discretion, that Subrecipient has repeatedly violated a Privacy or Security Requirement.

E. Survival of Privacy Provisions. Subrecipient's obligations with regard to PHI and EPHI will survive termination of this BAA and the Agreement.

F. Amendment Related to Privacy and Security Requirements. The Parties agree to take such action as is necessary to amend this BAA if the County, in its reasonable discretion, determines that amendment is necessary for the County to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this BAA will be resolved to permit the County to comply with the Privacy and Security Requirements.

G. **Indemnification.** Subrecipient will indemnify and hold harmless, to the extent allowed by law, the County and its Board of Managers, officers, employees, and agents (individually and collectively "Indemnitees") against any and all losses, liabilities, judgments, penalties, awards, and costs (including costs of investigations, legal fees, and expenses) arising out of or related to:

- 1. a breach of this BAA relating to the Privacy and Security Requirements by Subrecipient; or
- 2. any negligent or wrongful acts or omissions of Subrecipient or its employees, directors, officers, subcontractors, or agents, relating to the Privacy and Security Requirements, including failure to perform their obligations under the Privacy and Security Requirements.

H. Electronic Mail Addresses. Subrecipient affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.137 *et seq.*, as amended, and will survive termination of this

BAA. This consent will apply to e-mail addresses provided by Subrecipient and agents acting on behalf of Subrecipient and will apply to any e-mail address provided in any form for any reason whether related to this BAA or otherwise.

- I. Except as otherwise limited in this BAA, Subrecipient may use or disclose Protected Health Information it creates or receives from or on behalf of the County to provide the services to or on behalf of the County set out in the Agreement to which this BAA is attached.
- J. This BAA survives the termination of the Agreement and expires seven (7) years after its termination.

XXVI. ACCESS TO BOOKS AND RECORDS OF SUBRECIPIENT

The Subrecipient will keep a separate record of all funds received and disbursed in the performance of this Contract and will provide the County or its designee all requested information, records, papers, reports, and other documents regarding any aspect of the services furnished. Subrecipient will also make records, books, documents, and papers of the Subrecipient that relate in any way to the services provided available for inspection, audit, examination, and copying by the County or its representative. Further, the Subrecipient will allow the Comptroller General of the United States, the Department of Health and Human Services (“HHS”), the County Auditor, and their duly authorized representatives, access to Contracts, books, documents, and records necessary to verify the nature and extent of the costs of the Services provided by the Subrecipient. The Subrecipient will allow such access until the expiration of four (4) years after the Services are furnished in accordance with this Contract or subcontract or until the completion of any audit or audit period, whichever is later. Such access will comply with the regulations of the Centers for Medicare and Medicaid Service (“CMS”) and 42 CFR 420.302, as amended. The Subrecipient will allow similar access to books, records, and documents related to Contracts between the Subrecipient and organizations related to or subcontracted by the Subrecipient, as defined by the regulations of CMS. No records will be destroyed that are required to be kept by federal, state, or county statute, law, rule, ordinance, or order, or by application of conditions of Medicaid or Medicare provider agreements, or by other applicable agreements, including grant applications and requirements entered into between the County or state and third-party payer. The Subrecipient will keep all PHI, as defined herein, and records relating to disclosure of PHI for seven (7) years after the last date of service or, at the County’s option, will transfer such records to the County upon termination of this Agreement.

XXVII. E-MAIL ADDRESSES

The Subrecipient affirmatively consents to disclosure of its e-mail addresses provided to the County any County agency or department. This consent is intended to comply with the requirements of section 552.137 of the Texas Government Code, as amended, and will survive termination of this Agreement. This consent will apply to e-mail addresses provided by the Subrecipient and agents acting for the Subrecipient and will apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

XXVIII. GENERAL PROVISIONS

- A. **Governing Laws.** This Agreement will be interpreted under the laws of the State of Texas and applicable federal law. Exclusive venue for any cause of action arising out of or in relation to this Agreement will be in Harris County, Texas.
- B. **Captions.** The captions at the beginning of the numbered articles of this Contract are guides and labels to assist in locating and reading such articles, and, therefore, will be given no effect in construing this Contract and will not be restrictive of the subject matter of any article, section or part of this Contract.
- C. **Successors and Assigns.** This Contract will bind and benefit the respective parties and their legal successors, and will not be assignable, in whole or in part, by any party hereto without first obtaining the written consent of the other party.
- D. **Severability.** If any provision of this Contract is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions will be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein.
- E. **Anti-Boycott.** In accordance with Tex. Gov't Code Ann. § 2270.002, Subrecipient warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.
- F. **No Third-Party Beneficiaries.** The County is not obligated or liable to any party other than Contractor for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party. Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.
- G. **No Personal Liability; No Waiver of Immunity.** Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County. The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.
- H. **Energy Company.** Subrecipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Subrecipient meets an exemption under subsection (c), then, as

required by subsection (b), Subrecipient's signature on this Agreement constitutes Subrecipient's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

- I. Firearm and Ammunition Industries. Subrecipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Subrecipient meets an exemption under subsection (c) or section 2274.003, then, as required by subsection (b) of section 2274.002, Subrecipient's signature on this Agreement constitutes Subrecipient's written verification that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the contract.
- J. Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Subrecipient warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Subrecipient does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- K. Amendments and Modifications. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument will be of no force and effect excepting a subsequent modification in writing signed by all parties hereto.
- L. Entire Agreement. This Contract, including Attachments Nos. 01, 02, 03, 04 and 05 contain the entire agreement between the County and the Subrecipient, and supersedes all prior negotiations, representations and agreements whether written or oral.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE

County Attorney

By: 

T. Scott Petty
Senior Assistant County Attorney
C.A. File No. 24GEN0552

HARRIS COUNTY

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

ATTEST:

By: _____

Secretary

AIDS Healthcare Foundation

By: 

Michael Weinstein, President

Date signed: March 28, 2024

ATTACHMENT NO. 01

SECTION I. SCOPE OF SERVICES

HRSA Service Category: 1. Outpatient/Ambulatory Medical Care
2. AIDS Pharmaceutical Assistance (local)
3. Medical Case Management
4. Case Management (non-Medical)
5. Emergency Financial Assistance – Pharmacy Assistance
6. Outreach

Local Service Category: Adult Comprehensive Primary Medical Care - CBO
i. Community-based Targeted to African American
ii. Community-based Targeted to Hispanic
iii. Community-based Targeted to White/MSM

Amount Available: Total Award Funding: \$277,464.00

1. Primary Medical Care: \$148,362.00
2. LPAP: \$26,961.00
(At least 75% of funds must be for medications)
3. Medical Case Management: \$26,760.00 (4.5 FTE)
4. Service Linkage: \$12,003.00 (2.5 FTE)
5. Emergency Financial Assistance: \$46,574.00
(At least 75% of funds must be for medications)
6. Outreach: \$16,804.00

Note: The Houston Ryan White Planning Council (RWPC) determines overall annual Part A and MAI service category allocations & reallocations. RWGA has sole authority over contract award amounts.

Target Population: Comprehensive Primary Medical Care – Community Based
i. Targeted to African American: African American ages 13 or older
ii. Targeted to Hispanic: Hispanic ages 13 or older
iii. Targeted to White: White (non-Hispanic) ages 13 or older

Client Eligibility: PLWHA residing in the Houston EMA (prior approval required for non-EMA clients). Subrecipient must adhere to Targeting requirements and Budget limitations as applicable.
Age, Gender, Race, Ethnicity, Residence, etc.

Financial Eligibility:	<i>See Approved Financial Eligibility for Houston EMA/HSDA</i>
Budget Type:	Hybrid Fee for Service
Budget Requirement or Restrictions:	<p>Primary Medical Care:</p> <p>No less than 75% of clients served in a Targeted subcategory must be members of the targeted population with the following exceptions:</p> <p>10% of funds designated to primary medical care must be reserved for invoicing diagnostic procedures at actual cost.</p> <p>Subrecipients may not exceed the allocation for each individual service component (Primary Medical Care, Medical Case Management, Local Pharmacy Assistance Program and Service Linkage) without prior approval from RWGA.</p> <p>Local Pharmacy Assistance Program (LPAP):</p> <p>Houston Ryan White Planning Council (RWPC) guidelines for Local Pharmacy Assistance Program (LPAP) services: Subrecipient shall offer HIV medications from an approved formulary for a total not to exceed \$18,000 per contract year per client. Subrecipient shall offer HIV-related medications for a total not to exceed \$3,000 per contract year per client. These guidelines are determined by the RWPC. The RWPC determines the subcategories that shall include Ryan White LPAP funding.</p> <p>Medications must be provided in accordance with Houston EMA guidelines, HRSA/HAB rules and regulations and applicable Office of Pharmacy Affairs 340B guidelines.</p> <p>At least 75% of the total amount of the budget for LPAP services must be solely allocated to the actual cost of medications and may not include any storage, administrative, processing or other costs associated with managing the medication inventory or distribution.</p> <p>EFA-Pharmacy Assistance: Direct cash payments to clients are not permitted. It is expected that all other sources of funding in the community for emergency financial assistance will be effectively used and that any allocation of RWHAP funds for these purposes will be as the payer of last resort, and for limited amounts, uses, and periods of time. Continuous provision of an allowable service to a client should not be funded through emergency financial assistance.</p>

Service Unit
Definition/s: **Outpatient/Ambulatory Medical Care:** One (1) unit of service = One (1) primary care office/clinic visit or telehealth which includes the following:

- Primary care physician/nurse practitioner, physician's assistant or clinical nurse specialist examination of the patient, and
- Medication/treatment education
- Medication access/linkage
- OB/GYN specialty procedures (as clinically indicated)
- Nutritional assessment (as clinically indicated)
- Laboratory (as clinically indicated, not including specialized tests)
- Radiology (as clinically indicated, not including CAT scan or MRI)
- Eligibility verification/screening (as necessary)
- Follow-up visits wherein the patient is not seen by the MD/NP/PA are considered to be a component of the original primary care visit.

Outpatient Psychiatric Services: 1 unit of service = A single (1) office/clinic visit or telehealth wherein the patient is seen by a State licensed and board-eligible Psychiatrist or qualified Psychiatric Nurse Practitioner. This visit may or may not occur on the same date as a primary care office visit.

Nutritional Assessment and Plan: 1 unit of service = A single comprehensive nutritional assessment and treatment plan performed by a Licensed, Registered Dietician initiated upon a physician's order. Does not include the provision of Supplements or other products (clients may be referred to the Ryan White funded Medical Nutritional Therapy provider for provision of medically necessary supplements). The nutritional assessment visit may or may not occur on the same date as a medical office visit.

AIDS Pharmaceutical Assistance (local): A unit of service = a transaction involving the filling of a prescription or any other allowable medication need ordered by a qualified medical practitioner. The transaction will involve at least one item being provided for the client but can be any multiple. The cost of medications provided to the client must be invoiced at actual cost.

Medical Case Management: 1 unit of service = 15 minutes of direct medical case management services to an eligible PLWHA performed by a qualified medical case manager.

Service Linkage (non-Medical Case Management): 1 unit of service = 15 minutes of direct service linkage services to an eligible PLWHA performed by a qualified service linkage worker.

Outreach: 1 unit of service = 15 minutes of direct client service providing outreach services by a Outreach Worker for eligible HIV-infected clients,

including other allowable activities (includes staff trainings, meetings, and assessments at determined by Ryan White Grant Administration).

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.

AIDS Pharmaceutical Assistance (local) includes local pharmacy assistance programs implemented by Part A or Part B Grantees to provide HIV/AIDS medications to clients. This assistance can be funded with Part A grant funds and/or Part B base award funds. Local pharmacy assistance programs are not funded with ADAP earmark funding.

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.

Case Management (non-Medical) includes the provision of advice and assistance in obtaining medical, social, community, legal, financial, and other needed services. Non-medical case management does not involve coordination and follow-up of medical treatments, as medical case management does.

Emergency Financial Assistance provides limited one-time or short-term payments to assist the RWHAP client with an emergent need for paying for essential utilities, housing, food (including groceries, and food vouchers), transportation, and medication. Emergency financial assistance can occur as a direct payment to an agency or through a voucher program.

Outreach Services include the provision of the following three activities: Identification of people who do not know their HIV status and linkage into Outpatient/Ambulatory Health Services, Provision of additional information and education on health care coverage options, Reengagement of people who know their status into Outpatient/Ambulatory Health Services

Standards of Care: Subrecipients must adhere to the most current published Part A/B Standards of Care for the Houston EMA/HSDA. **Services must meet or exceed applicable United States Department of Health and Human Services (DHHS) guidelines for the Treatment of HIV/AIDS.**

Local Service Category Definition/ Services to be Provided: **Outpatient/Ambulatory Primary Medical Care:** Services include on-site physician, physician extender, nursing, phlebotomy, radiographic, laboratory, pharmacy, intravenous therapy, home health care referral, licensed dietitian, patient medication education, and patient care coordination. The Subrecipient must provide continuity of care with inpatient services and subspecialty services (either on-site or through specific referral to appropriate medical provider upon primary care Physician's order).

Services provided to women shall further include OB/GYN physician & physician extender services on-site or by referral, OB/GYN services, colposcopy, nursing, phlebotomy, radiographic, laboratory, pharmacy, intravenous therapy, home health care referral, licensed dietitian, patient medication/women's health education, patient care coordination, and social services. The Subrecipient must provide continuity of care with inpatient services and subspecialty services (either on-site or through specific referral protocols to appropriate agencies upon primary care Physician's order).

Outpatient/Ambulatory Primary Medical Care must provide:

- Continuity of care for all stages of adult HIV infection;
- Laboratory and pharmacy services including intravenous medications (either on-site or through established referral systems);

- Outpatient psychiatric care, including lab work necessary for the prescribing of psychiatric medications when appropriate (either on-site or through established referral systems);
- Access to the Texas ADAP program (either on-site or through established referral systems);
- Access to compassionate use HIV medication programs (either directly or through established referral systems);
- Access to HIV related research protocols (either directly or through established referral systems);
- Must at a minimum, comply with Houston EMA/HSDA Part A/B Standards for HIV Primary Medical Care. The Subrecipient must demonstrate on an ongoing basis the ability to provide state-of-the-art HIV-related primary care medicine in accordance with the most recent DHHS HIV treatment guidelines. Rapid advances in HIV treatment protocols require that the Subrecipient provide services that to the greatest extent possible maximize a patient's opportunity for long-term survival and maintenance of the highest quality of life possible.
- On-site Outpatient Psychiatry services.
- On-site Medical Case Management services.
- On-site Medication Education.
- Physical therapy services (either on-site or via referral).
- Specialty Clinic Referrals (either on-site or via referral).
- On-site pelvic exams as needed for female patients with appropriate follow-up treatment and referral.
- On site Nutritional Counseling by a Licensed Dietitian.

Services for women must also provide:

- Well woman care, including but not limited to: PAP, pelvic exam, HPV screening, breast examination, mammography, hormone replacement and education, pregnancy testing, contraceptive services.
- Obstetric Care: ante-partum through post-partum services, child birth/delivery services. Perinatal preventative education and treatment.
- On-site or by referral Colposcopy exams as needed, performed by an OB/GYN physician, or physician extender with a colposcopy provider qualification.
- Social services, including but not limited to, providing women access to child care, transportation vouchers, food vouchers and support groups at the clinic site;

Nutritional Assessment: Services include provision of information about therapeutic nutritional/supplemental foods that are beneficial to the wellness and increased health conditions of clients by a Licensed Dietitian. Services may be provided either through educational or counseling sessions. Clients who receive these services may utilize the Ryan White Part A-funded nutritional supplement provider to obtain recommended nutritional supplements in accordance with

program rules. Clients are limited to one (1) nutritional assessment per calendar year without prior approval of RWGA.

Patient Medication Education Services must adhere to the following requirements:

- Medication Educators must be State Licensed Medical Doctor (MD), Nurse Practitioner (NP), Physician Assistant (PA), Nurse (RN, LVN) or Pharmacist. Prior approval must be obtained prior to utilizing any other health care professional not listed above to provide medication education.
- Clients who will be prescribed ongoing medical regimens (i.e. ART) must be assessed for adherence to treatment at every clinical encounter using the EMA's approved adherence assessment tool. Clients with adherence issues related to lack of understanding must receive more education regarding their medical regimen. Clients with adherence issues that are behavioral or involve mental health issues must be provided counseling by the Medical Case Manager, Physician or Physician Extender and/or licensed nursing staff and, if clinically indicated, assessment and treatment by a qualified Psychiatrist or Psychiatric Nurse Practitioner.

Outpatient Psychiatric Services:

The program must provide:

- Diagnostic Assessments: comprehensive evaluation for identification of psychiatric disorders, mental status evaluation, differential diagnosis which may involve use of other clinical and laboratory tests, case formulation, and treatment plans or disposition.
- Emergency Psychiatric Services: rapid evaluation, differential diagnosis, acute treatment, crisis intervention, and referral. Must be available on a 24-hour basis including emergency room referral.
- Brief Psychotherapy: individual, supportive, group, couple, family, hypnosis, biofeedback, and other psychophysiological treatments and behavior modification.
- Psychopharmacotherapy: evaluation and medication treatment of psychiatric disorders, including, but not limited to, anxiety disorders, major depression, pain syndromes, habit control problems, psychosis and organic mental disorders.
- Rehabilitation Services: Physical, psychosocial, behavioral, and/or cognitive training.

Screening for Eye Disorders: Subrecipient must ensure that patients receive appropriate screening and treatment for CMV, glaucoma, cataracts, and other related problems.

Local Medication Assistance Program (LPAP): LPAP provides pharmaceuticals to patients otherwise ineligible for medications through private insurance, Medicaid/Medicare, State ADAP, SPAP or other sources. Allowable medications are only those on the Houston EMA Ryan White Part A Formulary. Eligible clients may be provided Fuzeon™ on a case-by-case basis with prior approval of Ryan White Grant Administration (RWGA). The cost of Fuzeon™ does not count against a client's annual maximum. HIV-related medication services are the provision of physician or physician-extender prescribed HIV-related medications to prevent serious deterioration of health. Does not include drugs available to the patient from other programs or payers or free of charge (such as birth control and TB medications) or medications available over the counter (OTC) without prescription.

Subrecipient must offer all medications on the Texas ADAP formulary, for a total not to exceed \$18,000.00 per contract year per client. Subrecipient must provide allowable HIV-related medications (i.e. non-HIV medications) for a total not to exceed \$3,000 per contract year per client.

Emergency Financial Assistance – Pharmacy Assistance: provides limited one-time and/or short-term 30-day supply of pharmaceuticals to patients otherwise ineligible for medications through private insurance, Medicaid/Medicare, State ADAP, SPAP or other sources. One refill for up to 30-day supply available with RWGA prior approval. Allowable medications are only those HIV medications on the Houston EMA Ryan White Part A Formulary. Does not include drugs available to the patient from other programs or payers or free of charge or medications available over the counter (OTC) without prescription. Contractor must offer all medications on the Texas ADAP formulary.

Medical Case Management Services: Services include screening all primary medical care patients to determine each patient's level of need for Medical Case Management services, performing a comprehensive assessment, including an assessment of the patient's health literacy, and developing a medical service plan for each client that demonstrates a documented need for such services, monitoring medical service plan to ensure its implementation, and educating client regarding wellness, medication and health care appointment adherence. The Medical Case Manager serves as an advocate for the client and as a liaison with medical providers on behalf of the client. The Medical Case Manager ensures linkage to mental health, substance abuse and other client services as indicated by the medical service plan.

Service Linkage: The purpose of Service Linkage is to assist clients with the procurement of needed services so that the problems associated with living with

HIV are mitigated. Service Linkage is a working agreement between a client and a Service Linkage Worker for an indeterminate period, based on client need, during which information, referrals and service linkage are provided on an as-needed basis. Service Linkage assists clients who do not require the intensity of Medical Case Management per RWGA Quality Management guidelines. Service Linkage is both office-based and field based. Service Linkage Workers are expected to coordinate activities with referral sources where newly-diagnosed or not-in-care PLWHA may be identified, including 1:1 case conferences with testing site personnel to ensure the successful transition of referrals into Primary Care Services. Such incoming referral coordination includes meeting prospective clients at the referring Provider location in order to develop rapport with individuals prior to the individual's initial Primary Care appointment and ensuring such new intakes to Primary Care services have sufficient support to make the often difficult transition into ongoing primary medical care. Service Linkage also includes follow-up to re-engage lost-to-care patients. Lost-to-care patients are those patients who have not returned for scheduled appointments with Provider nor have provided Provider with updated information about their current Primary Medical Care provider (in the situation where patient may have obtained alternate service from another medical provider). Subrecipient must document efforts to re-engage lost-to-care patients prior to closing patients in the CPCDMS. Service Linkage extends the capability of existing programs by providing "hands-on" outreach and linkage to care services to those PLWHA who are not currently accessing primary medical care services. Service Linkage includes the issuance of bus pass vouchers and gas cards per published RWGA guidelines. Service Linkage complements and extends the service delivery capability of Medical Case Management services.

Outreach: Providing allowable Ryan White Program outreach and service linkage activities to newly-diagnosed and/or Lost-to-Care PLWHA who know their status but are not actively engaged in outpatient primary medical care with information, referrals and assistance with medical appointment setting, mental health, substance abuse and psychosocial services as needed; 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 HCPHES/RWGA policies. Outreach services must be conducted at times and in places where there is a high probability that individuals with HIV infection and/or exhibiting high-risk behavior, designed to provide quantified program reporting of activities and outcomes to accommodate local evaluation of effectiveness, planned and delivered in coordination with local and state HIV prevention outreach programs to avoid duplication of effort, targeted to populations known, through local epidemiologic data or review of service

utilization data or strategic planning processes, to be at disproportionate risk for HIV infection.

Agency

Providers and system must be Medicaid/Medicare certified.

Requirements:

Eligibility and Benefits Coordination: Subrecipient must implement consumer-friendly, culturally and linguistically appropriate new and ongoing patient eligibility verification and benefit coordination processes that ensure accountability with Ryan White Payer of Last Resort requirements while achieving maximum utilization of eligible benefits. Eligibility processes should provide clients with a meaningful understanding of their benefits, expected out-of-pocket expenses and other information needed to ensure full and continued participation in care.

LPAP and EFA Services: Subrecipient must:

Provide pharmacy services on-site or through an established contractual relationship that meets all requirements. Alternate (off-site) approaches must be approved prior to implementation by RWGA.

Either directly, or via subcontract with an eligible 340B Pharmacy program entity, must:

Ensure a comprehensive financial intake application to determine client eligibility for this program to insure that these funds are used as a last resort for purchase of medications.

Ensure the documented capability of interfacing with the Texas HIV Medication Program operated by the Texas Department of State Health Services. This capability must be fully documented and is subject to independent verification by RWGA.

Ensure medication assistance provided to clients does not duplicate services already being provided in the Houston area. The process for accomplishing this must be fully documented and is subject to independent verification by RWGA.

Ensure, either directly or via a 340B Pharmacy Program Provider, at least 2 years of continuous documented experience in providing HIV/AIDS medication programs utilizing Ryan White Program or similar public sector funding. This experience must be documented and is subject to independent verification by RWGA.

Ensure all medications are purchased via a qualified participant in the federal 340B Drug Pricing Program and Prime Vendor Program, administered by the HRSA Office of Pharmacy Affairs. Note: failure to maintain 340B or Prime Vendor drug pricing may result in a negative audit finding, cost disallowance or

termination of contract awarded. Subrecipient must maintain 340B Program participation throughout the contract term. All eligible medications must be purchased in accordance with Program 340B guidelines and program requirements.

Ensure Houston area HIV/AIDS service providers are informed of this program and how the client referral and enrollment processes functions. Subrecipient must maintain documentation of such marketing efforts.

Implement a consistent process to enroll eligible patients in available pharmaceutical company Patient Assistance Programs prior to using Ryan White Part A funded LPAP resources.

Ensure information regarding the program is provided to PLWHA, including historically under-served and unserved populations (e.g., African American, Hispanic/Latino, Asian, Native American, Pacific Islander) and women not currently obtaining prescribed HIV and HIV-related medications.

Offer, at no charge to the client, delivery options for medication refills, including but not limited to courier, USPS or other package delivery service.

Case Management Operations and Supervision: The Service Linkage Workers (SLW) and Medical Case Managers (MCM) must function within the clinical infrastructure of Subrecipient and receive ongoing supervision that meets or exceeds published Standards of Care. A MCM may supervise SLWs.

Staff Requirements: Subrecipient is responsible for ensuring that services are provided by State licensed internal medicine and OB/GYN physicians, specialty care physicians, psychiatrists, registered nurses, nurse practitioners, vocational nurses, pharmacists, physician assistants, clinical nurse specialists, physician extenders with a colposcopy provider qualification, x-ray technologists, State licensed dietitians, licensed social worker and ancillary health care providers in accordance with appropriate State licensing and/or certification requirements and with knowledge and experience of HIV disease. In addition, Subrecipient must ensure the following staff requirements are met:

Outpatient Psychiatric Services: Director of the Program must be a Board Certified Psychiatrist. Licensed and/or Certified allied health professionals (Licensed Psychologists, Physicians, Psychiatric Nurse Practitioners, Licensed Master Social Workers, Licensed Professional Counselors, Licensed Marriage and Family Therapists, Certified Alcohol and Drug Abuse Counselors, etc.) must be used in all treatment modalities. Documentation of the Director's credentials, licensures and certifications must be in personnel file. Documentation of the Allied Health professional licensures and certifications must be in personnel file.

Medication and Adherence Education: The program must utilize an RN, LVN, PA, NP, pharmacist or MD licensed by the State of Texas, who has at least two (2) years paid experience in the preceding five (5) years in HIV/AIDS care, to provide the educational services. Licensed social workers who have at least two (2) years paid experience in the preceding five (5) years in HIV/AIDS care may also provide adherence education and counseling.

Nutritional Assessment (primary care): Services must be provided by a licensed registered dietician. Dieticians must have a minimum of two (2) years of experience providing nutritional assessment and counseling to PLWHA.

Medical Case Management: The program must utilize a state licensed Social Worker to provide Medical Case Management Services. The Subrecipient must maintain the assigned number of Medical Case Management FTEs throughout the contract term. **Subrecipient must provide to RWGA the names of each Medical Case Manager and the individual assigned to supervise those Medical Case Managers by 03/31/24, and thereafter within 15 days after hire.**

Service Linkage: The program must utilize Service Linkage Workers who have at a minimum a Bachelor's degree from an accredited college or university with a major in social or behavioral sciences. Documented paid work experience in providing client services to PLWHA may be substituted for the Bachelor's degree requirement on a 1:1 basis (1 year of documented paid experience may be substituted for 1 year of college). All Service Linkage Workers must have a minimum of one (1) year paid work experience with PLWHA. Subrecipient must maintain the assigned number of Service Linkage FTEs throughout the contract term. **Subrecipient must provide to RWGA the names of each Service Linkage Worker and the individual assigned to supervise those Service Linkage Workers by 03/31/24, and thereafter within 15 days after hire.**

Supervision of Case Managers: The Service Linkage Workers and Medical Case Managers must function within the clinical infrastructure of Subrecipient and receive ongoing supervision that meets or exceeds Houston EMA/HSDA Part A/B Standards of Care for Service Linkage and Medical Case Management as applicable. A MCM may supervise SLWs.

Special Requirements: **All primary medical care services must meet or exceed current United States DHHS Treatment Guidelines for the treatment and management of HIV disease.**

Subrecipient must provide all required program components - Primary Medical Care, Medical Case Management, Service Linkage (non-medical Case Management) and Local Pharmacy Assistance Program (LPAP) services.

Primary Medical Care Services: Services funded under this grant cannot be used to supplant insurance or Medicare/Medicaid reimbursements for such services. Clients eligible for such reimbursement may not be billed to this contract. Medicare and private insurance co-payments may be eligible for reimbursement under Ryan White Health Insurance Assistance (HINS) program guidelines. Patients needing such assistance should be referred to the local Ryan White-funded HINS provider for assistance. Under no circumstances may the Subrecipient bill the County for the difference between the reimbursement from Medicaid, Medicare or Third-Party insurance and the fee schedule under the contract. Furthermore, potential clients who are Medicaid/Medicare eligible or have other Third Party payers may not be denied services or referred elsewhere by the Subrecipient based on their reimbursement status (i.e. Medicaid/Medicare eligible clients may not be referred elsewhere in order that non-Medicaid/Medicare eligible clients may be added to the contract). Failure to serve Medicaid/Medicare eligible clients based on their reimbursement status will be grounds for the immediate termination of contract.

For primary medical care services targeted to the Latino community at least 50% of the clinical care team must be fluent in Spanish.

Diagnostic Procedures: A single Diagnostic Procedure limited to procedures on the approved list of diagnostic procedures (see below) without prior County approval. Approved diagnostic procedures will be reimbursed at invoice cost. Part A and Part A/MAI-funded programs must refer to the RWGA website for the most current list of approved diagnostic procedures and corresponding codes: www.hcphtx.org/rwga. **Diagnostic procedures not listed on the website must have prior approval by RWGA.**

Outpatient Psychiatric Services: Client must not be eligible for services from other programs/providers 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.

Program must be supervised by a Psychiatrist and include diagnostic assessments, emergency evaluations and psycho-pharmacotherapy.

Maintaining Referral Relationships (Point of Entry Agreements): Subrecipient must maintain appropriate relationships with entities that constitute key points of access to the health care system for individuals with HIV disease, including but not limited to, Harris Health System and other Houston EMA-located emergency rooms, Harris County Jail, Texas Department of Criminal Justice incarceration facilities, Immigration detention centers, substance abuse treatment and detoxification programs, adult and juvenile detention facilities, Sexually Transmitted Disease clinics, federally qualified health centers (FQHC), HIV disease counseling and testing sites, mental health programs and homeless shelters. These referral relationships must be documented with written collaborative agreements, contracts or memoranda of understanding between Subrecipient and appropriate point of entry entities and are subject to audit by RWGA. Subrecipient and POE entity staff must regularly (e.g. weekly, bi-weekly depending on volume of referrals) meet 1:1 to discuss new referrals to primary medical care services. Such case conferences must be documented in the client record and properly entered into the CPCDMS.

Use of CPCDMS Data System: Subrecipient must comply with CPCDMS business rules and procedures. Subrecipient must enter into the CPCDMS all required clinical data, including but not limited to, HAART treatment including all changes in medication regimens, Opportunistic Infections, screening and treatment for STDs and Hepatitis A, B, C and other clinical screening and treatment data required by HRSA, TDSHS and the County. Subrecipient must perform Registration updates in accordance with RWGA CPCDMS business rules for all clients wherein Subrecipient is client's CPCDMS record-owning agency. Subrecipient must utilize an electronic verification system to verify insurance/3rd party payer status monthly or per visit (whichever is less frequent).

Bus Pass Distribution: The County will provide Subrecipient with METRO bus pass vouchers. Bus Pass vouchers must be distributed in accordance with RWGA policies and procedures, standards of care and financial eligibility guidelines. Subrecipient may only issue METRO bus pass vouchers to clients wherein the Subrecipient is the CPCDMS record owning Subrecipient. METRO bus pass vouchers shall be distributed as follows:

Expiration of Current Bus Pass: In those situations wherein the bus pass expiration date does not coincide with the CPCDMS registration update the Subrecipient must distribute METRO bus pass vouchers to eligible clients upon the expiration of the current bus pass or when a Value-based bus card has been expended on eligible transportation needs. Subrecipient may issue METRO bus

passes to eligible clients living outside the METRO service area in those situations where the Subrecipient has documented in the client record that the client will utilize the METRO system to access needed HIV-related health care services located in the METRO service area.

Gas Cards: Primary Medical Care Subrecipients must distribute gasoline vouchers to eligible clients residing in the rural service area in accordance with RWGA policies and procedures, standards of care and financial eligibility guidelines. Gas Cards are only available to Rural primary medical care Subrecipients without prior approval by RWGA.

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 2/28/25 to provide at least **810 (including MAI-funded clients)** unduplicated eligible HIV-infected adult clients¹ as listed below with comprehensive outpatient primary health care services as documented by entries in the CPCDMS database. This includes a minimum of 325 new unduplicated clients.² The population targets for this contract are:

- a. African American (non-Hispanic): **380** unduplicated PLWHA
- b. Hispanic: **350** unduplicated PLWHA
- c. White (non-Hispanic): **80** unduplicated PLWHA

Objective 2: By 2/28/25 to provide at least **610** unduplicated eligible HIV-infected adult clients³ as listed below with medical case management services as documented by entries in the CPCDMS database. The population targets for this contract are:

- a. African American (non-Hispanic): **325** unduplicated PLWHA
- b. Hispanic: **225** unduplicated PLWHA
- c. White (non-Hispanic): **60** unduplicated PLWHA

Objective 3: By 2/28/25 to provide at least **390** unduplicated eligible HIV-infected adult clients with service linkage worker services as documented by entries in the CPCDMS database.

¹ For purposes of calculating unduplicated clients served, a client shall be counted if they had two or more physician or physician extender visits more than 90 days apart between 3/1/24 and 5/31/24, including visits charged to MAI.

² For purposes of calculating **new** unduplicated clients served under primary medical care, a client shall be counted if they had two or more physician or physician extender visits more than 90 days apart during the contract year including visits charged to MAI and had no physician or physician extender visit charged to Ryan White between March 1, 2024 and February 28, 2025.

³ For medical case management, a client shall be counted if they had two or more primary care visits more than 90 days apart and medical case management services during the contract year.

Objective 4: By 2/28/25 to provide at least **605** unduplicated eligible HIV-infected clients⁴ with local pharmacy assistance program services as documented by entries in the CPCDMS database.

Objectives are subject to revision upon issuance of final (total) contract amount.

SECTION II. SPECIAL PROVISIONS

Subrecipient agrees to submit billing under the following criteria:

1. All bills must be submitted no later than 16 days after the end of each month in which services were provided.
2. All required CPCDMS data entry for each billing month must be entered into the CPCDMS no later than 16 days, match any extension, after the end of each month in which services were provided.
3. All charges not eligible to be billed to this contract may be billed to patients according to subrecipient's billing procedures.

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:

23.36%	Women (ages 25 and older)
0.01%	Infants (ages 0 - < 1 year)
0.12%	Children (ages 1 – 12 years)
3.39%	Youth (ages 13 – 24)

⁴ For local pharmacy assistance services, a client shall be counted if they had two or more primary care visits more than 90 days apart and local pharmacy assistance during the contract year.

ATTACHMENT NO. 02

BUDGET

Primary Health Care Visits by Physician & Physician Extender

	<u>Total</u>
FEE CHARGED PER UNIT OF SERVICE	
One (1) unit of service = One (1) primary care office/clinic visit or telehealth which includes the following:	\$345.00

- Primary care physician/nurse practitioner, physician's assistant or clinical nurse specialist examination of the patient, and
- Medication/treatment education
- Medication access/linkage
- OB/GYN specialty procedures (as clinically indicated)
- Nutritional assessment (as clinically indicated)
- Laboratory (as clinically indicated, not including specialized tests)
- Radiology (as clinically indicated, not including CAT scan or MRI)
- Eligibility verification/screening (as necessary)
- Follow-up visits wherein the patient is not seen by the MD/NP/PA are considered to be a component of the original primary care visit. In situations where a client is examined by both the Physician and Physician Extender on the same date, only the Physician Visit may be billed.

NUMBER OF UNITS OF SERVICE TO BE PROVIDED

TOTAL COST OF THESE SERVICES	(\$345.00 x 300.76)	300.76
Personnel	\$103.18	\$103,761.81
Fringe	\$ 20.64	
Travel	\$.00	
Equipment	\$.00	
Supplies	\$.00	
Contractual	\$.00	
Other	<u>\$221.18</u>	
TOTAL	\$345.00	

Total Amount of Funds for Disbursements of Diagnostic Procedures* \$37,204.98

A single Diagnostic Procedure limited to procedures listed on the *Approved List of Diagnostic Procedures* located at www.hcphtx.org/rwga Approved diagnostic procedures will be reimbursed at invoice cost. *Diagnostic procedure codes must be provided on invoice to process reimbursements.

ATTACHMENT NO. 02

BUDGET

Outpatient Psychiatric Visits

Total

FEE CHARGED PER UNIT OF SERVICE

\$160.00

the patient is seen by a State licensed and board-eligible Psychiatrist or qualified Psychiatric Nurse Practitioner. This visit may or may not occur on the same date as a primary care office visit. Maximum reimbursement allowable for a psychiatry visit may not exceed \$160.00 per visit.

NUMBER OF UNITS OF SERVICE TO BE PROVIDED

9.30

TOTAL COST OF THESE SERVICES

(\$160.00 x 9.30)

\$1,488.21

Personnel	\$.00
Fringe	\$.00
Travel	\$.00
Equipment	\$.00
Supplies	\$.00
Contractual	\$160.00
Other	\$.00
TOTAL	\$160.00

ATTACHMENT NO. 02

BUDGET Nutritional Assessment

Total

FEE CHARGED PER UNIT OF SERVICE

\$185.00

1 unit of service = A single (1) comprehensive nutritional assessment and treatment plan performed by a Licensed, Registered Dietician initiated upon a physician's order. Does not include the provision of Supplements or other products (clients may be referred to the Ryan White funded Medical Nutritional Therapy provider for provision of medically necessary supplements). The nutritional assessment visit may or may not occur on the same date as a medical office visit. Limit one assessment per client per contract year.

NUMBER OF UNITS OF SERVICE TO BE PROVIDED

31.93

TOTAL COST OF THESE SERVICES

(\$185.00 x 31.93)

\$5,907.00

Personnel	\$.00
Fringe	\$.00
Travel	\$.00
Equipment	\$.00
Supplies	\$.00
Contractual	\$185.00
Other	<u>\$.00</u>
TOTAL	\$185.00

ATTACHMENT NO. 02

BUDGET Medical Case Management

Total

FEE CHARGED PER UNIT OF SERVICE

\$30.00

1 unit of service = 15 minutes of direct client service providing medical care coordination by a Medical Case Manager for eligible HIV-infected clients, including other allowable activities*. Subrecipient must enter time in exact increments of 1 minute each. For example, 23 minutes of medical case management services to an eligible client must be entered into the CPCDMS as 23 minutes. Subrecipient 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 (2) units for a comprehensive assessment or service plan, and one (1) unit for a brief assessment.*

NUMBER OF UNITS OF SERVICE TO BE PROVIDED

892.00

TOTAL COST OF THESE SERVICES

(\$30.00 x 892.00)

\$26,760.00

Personnel	\$25.00
Fringe	\$ 5.00
Travel	\$.00
Equipment	\$.00
Supplies	\$.00
Contractual	\$.00
Other	\$.00
TOTAL	\$30.00

*** 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

ATTACHMENT NO. 02

BUDGET

Service Linkage Worker (Non-Medical Case Management)

Total

FEE CHARGED PER UNIT OF SERVICE

\$25.00

1 unit of service = 15 minutes of direct client service providing non-medical case management services by a Service Linkage Worker for eligible HIV-infected clients, including other allowable activities*. Subrecipient must enter time in exact increments of 1 minute each. For example, 23 minutes of medical case management services to an eligible client must be entered into the CPCDMS as 23 minutes. Subrecipient 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 (2) units for a comprehensive assessment or service plan, and one (1) unit for a brief assessment.*

NUMBER OF UNITS OF SERVICE TO BE PROVIDED

480.12

TOTAL COST OF THESE SERVICES

(\$25.00 x 480.12)

\$12,003.00

Personnel	\$20.83
Fringe	\$ 4.17
Travel	\$.00
Equipment	\$.00
Supplies	\$.00
Contractual	\$.00
Other	\$.00
TOTAL	\$25.00

ATTACHMENT NO. 02

BUDGET

Adult Community Based Comprehensive Primary Medical (Outreach)

Total

FEE CHARGED PER UNIT OF SERVICE

\$70.00

1 unit of service = 15 minutes of direct client service providing non-medical case management services for eligible HIV-infected clients, including other allowable activities*. Subrecipient must enter time in exact increments of 1 minute each. For example, 23 minutes of medical case management services to an eligible client must be entered into the CPCDMS as 23 minutes. Subrecipient 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 (2) units for a comprehensive assessment or service plan, and one (1) unit for a brief assessment.*

NUMBER OF UNITS OF SERVICE TO BE PROVIDED

240.06

TOTAL COST OF THESE SERVICES

(\$70.00 x 240.06)

\$16,804.00

Personnel	\$58.33
Fringe	\$11.67
Travel	\$.00
Equipment	\$.00
Supplies	\$.00
Contractual	\$.00
Other	<u>\$.00</u>
TOTAL	\$70.00

ATTACHMENT NO. 02

BUDGET Emergency Financial Assistance (EFA)

		<u>Total</u>
FEE CHARGED PER UNIT OF SERVICE		\$40.00
1 unit of service per service transaction = \$40.00. EFA provides short-term (up to 30 days of medication) access to HIV pharmaceutical services to clients who have not yet completed eligibility determination for medications through Pharmaceutical Assistance Programs, State ADAP, State SPAP or other services. HRSA requirements for EFA include a client enrollment process, uniform benefits for all enrolled clients and a record system for dispensed medications and a drug distribution system.		
NUMBER OF UNITS OF SERVICE TO BE PROVIDED		291.09
TOTAL COST OF THESE SERVICES	(\$40.00 x 291.09)	\$11,643.50
Personnel	\$33.33	
Fringe	\$ 6.67	
Travel	\$.00	
Equipment	\$.00	
Supplies	\$.00	
Contractual	\$.00	
Other	<u>\$.00</u>	
TOTAL	\$40.00	
Total Amount of Funds To Be Invoiced for EFA Disbursements		\$34,930.50
EFA provides up to 30 days of medication payments to assist clients with an emergent need for HIV Medication. HRSA requirements for EFA include a client enrollment process, uniform benefits for all enrolled clients, a record system for dispensed medications and drug distribution system. 1 unit of service = a transaction involving the filling of a prescription or any other allowable medication \$40.00.		

ATTACHMENT NO. 02

BUDGET

Local Pharmacy Assistance Program (LPAP)

Total

FEE CHARGED PER UNIT OF SERVICE

\$40.00

1 unit of service = a transaction involving the filling of a prescription or any other allowable medication need ordered by a qualified medical practitioner. The transaction will involve at least one item being provided for the client, but can be any multiple. The cost of medications provided to the client must be invoiced at actual cost. **The transaction date must be the date the client picks up their medication.**

NUMBER OF UNITS OF SERVICE TO BE PROVIDED

168.51

TOTAL COST OF THESE SERVICES

(\$40.00 x 168.51)

\$6,740.25

Personnel	\$33.33
Fringe	\$ 6.67
Travel	\$.00
Equipment	\$.00
Supplies	\$.00
Contractual	\$.00
Other	<u>\$.00</u>
TOTAL	\$40.00

Total Amount of Funds To Be Invoiced for LPAP Disbursements

\$20,220.75

A disbursement is the actual cost of medication(s) provided to a Ryan White eligible client.

TOTAL

\$277,464.00

Total reimbursements to the Subrecipient under the Contract shall not exceed \$277,464.00. The Subrecipient further understands and agrees that the Subrecipient shall only be reimbursed for expenses incurred in connection with the Subrecipient's adult outpatient primary medical health care, medical case management, non-medical case management, and local pharmacy assistance program.

The Subrecipient shall submit its final request for payment to the County no later than March 21, 2025.

ATTACHMENT NO. 03

SECTION I. SCOPE OF WORK

Houston EMA Ryan White Ending the HIV Epidemic Service Definition Test and Treat Outpatient Primary Medical Care and Emergency Financial Assistance – Pharmacy Assistance Services (Revision Date: February 2024)	
HRSA Service Category	1. Outpatient/Ambulatory Health Services 2. Emergency Financial Assistance
Local Service Category Title:	Test and Treat Primary Medical Care i. Outpatient/Ambulatory Health Services ii. Emergency Financial Assistance – Pharmacy Assistance
Amount Available:	1. Ending the HIV Epidemic: <u>\$183,860.69</u> i. EHE Primary Medical Care: <u>\$ 71,101.14</u> ii. EHE EFA-Pharmacy: <u>\$ 19,484.13</u> iii. EHE Ride Share: <u>\$ 93,275.42</u>
Target Population:	People living with HIV. i. Newly Diagnosed with HIV ii. Return to Care
Client Eligibility: Age, Gender, Race, Ethnicity, Residence, etc.	PLWH living within the Houston HIV Health Service Delivery Area (HSDA) and Galveston HSDA. Sub-recipient must adhere to Targeting requirements and Budget limitations as applicable. Sub-recipient must adhere to Targeting requirements and Budget limitations as applicable.
Financial Eligibility:	Not Applicable
Budget Type:	Hybrid Fee for Service
Budget Requirement or Restrictions:	100% of clients served in a Targeted subcategory must be members of the targeted population. Sub-recipient may not exceed the allocation for each individual service component (Primary Medical Care and Emergency Financial Assistance – Pharmacy Assistance, Service Linkage Worker) without prior approval from RWGA. Emergency Financial Assistance – Pharmacy Assistance:

	<p>Continuous provision of an allowable service (medications) to a client must not be funded through Emergency Financial Assistance.</p> <p>Sub-recipient shall offer only HIV treatment medications from an approved formulary.</p> <p>Medications must be provided in accordance with Houston EMA guidelines, HRSA/HAB rules and regulations and applicable Office of Pharmacy Affairs 340B guidelines.</p> <p>At least 75% of the total amount of the budget for EFA services must be solely allocated to the actual cost of medications and may not include any storage, administrative, processing or other costs associated with managing the medication inventory or distribution.</p>
Service Unit Definition/s:	<p>Test and Treat Outpatient/Ambulatory Medical Care: One (1) unit of service = One (1) primary care office/clinic visit or telehealth which includes the following:</p> <ul style="list-style-type: none"> • Primary care physician/nurse practitioner, physician's assistant or clinical nurse specialist examination of the patient, and • Medication/treatment education • Medication access/linkage • Laboratory (as clinically indicated, not including specialized tests) • Eligibility verification/screening (as necessary) <p>Test and Treat Emergency Financial Assistance – Pharmacy Assistance: One (1) unit of service = a transaction involving the filling of a prescription or any other allowable medication need ordered by a qualified medical practitioner. The transaction will involve at least one item being provided for the client but can be any multiple. The cost of medications provided to the client must be invoiced at actual cost.</p>
HRSA Service Category Definition:	<ul style="list-style-type: none"> • Outpatient/Ambulatory Health Services provide diagnostic and therapeutic-related activities directly to a client by a licensed healthcare provider in an outpatient medical setting. Outpatient medical settings may include clinics, medical offices, mobile vans, using telehealth technology, and urgent care facilities for HIV-related visits. Allowable activities include: · Medical history taking · Physical examination · Diagnostic testing (including HIV confirmatory and viral load testing), as

	<p>well as laboratory testing · Treatment and management of physical and behavioral health conditions · Behavioral risk assessment, subsequent counseling, and referral · Preventive care and screening · Pediatric developmental assessment · Prescription and management of medication therapy · Treatment adherence · Education and counseling on health and prevention issues · Referral to and provision of specialty care related to HIV diagnosis, including audiology and ophthalmology</p> <ul style="list-style-type: none"> • Emergency Financial Assistance provides limited one-time or short-term payments to assist an HRSA RWHAP client with an urgent need for essential items or services necessary to improve health outcomes, including: utilities, housing, food (including groceries and food vouchers), transportation, medication not covered by an AIDS Drug Assistance Program or AIDS Pharmaceutical Assistance, or another HRSA RWHAP-allowable cost needed to improve health outcomes. Emergency Financial Assistance must occur as a direct payment to an agency or through a voucher program.
Standards of Care:	<p>Sub-recipient must adhere to the most current published Part A Standards of Care for the Houston EMA.</p> <p>Test and Treat Services must meet or exceed applicable United States Department of Health and Human Services (HHS) Guidelines for the Use of Antiretroviral Agents in Adults and Adolescents with HIV.</p>
Local Service Category Definition/Services to be Provided:	<p>Test and Treat Outpatient/Ambulatory Primary Medical Care: Services include physician, physician extender, nursing, phlebotomy, radiographic, laboratory, pharmacy, intravenous therapy, home health care referral, patient medication education, and patient care coordination. The Sub-recipient must provide continuity of care with inpatient services and subspecialty services (either on-site or through specific referral to appropriate medical provider upon primary care Physician's order).</p> <p>Test and Treat Outpatient/Ambulatory Primary Medical Care must provide:</p> <ul style="list-style-type: none"> • Be performed within 72 hours of HIV diagnosis, or presenting to clinic for return to care patients • Continuity of care for all stages of adult HIV infection;

	<ul style="list-style-type: none"> • Laboratory and pharmacy services including intravenous medications (either on-site or through established referral systems); • On-site Outpatient psychiatric care, including lab work necessary for the prescribing of psychiatric medications when appropriate (either on-site or through established referral systems); • Access to the Texas ADAP program (either on-site or through established referral systems); • Access to compassionate use HIV medication programs (either directly or through established referral systems); • Access to HIV related research protocols (either directly or through established referral systems); • Must at a minimum, comply with Houston EMA/HSDA Part A/B Standards for HIV Primary Medical Care. The Sub-recipient must demonstrate on an ongoing basis the ability to provide state-of-the-art HIV-related primary care medicine in accordance with the most recent HHS HIV treatment guidelines. Rapid advances in HIV treatment protocols require that the Sub-recipient provide services that to the greatest extent possible maximize a patient's opportunity for long-term survival and maintenance of the highest quality of life possible. • On-site Medical Case Management services. • On-site Medication Education. <p>Test and Treat Emergency Financial Assistance – Pharmacy Assistance: Pharmacy Assistance provides limited one-time and/or short-term supply of up to 30 days of HIV treatment pharmaceuticals to patients. Medication is dispensed within 72 hours of HIV diagnosis or presenting to clinic for return to care patients. One refill for up to 30-day supply available with RWGA prior approval. Allowable medications are only those HIV treatment medications on the Houston EMA Ryan White Part A Formulary. Does not include drugs available to the patient from other programs or payers or free of charge or medications available over the counter (OTC) without prescription. Sub-recipient must offer all medications on the Texas ADAP formulary.</p>
Agency Requirements:	<p>Providers and system must be Medicaid/Medicare certified.</p> <p>Eligibility and Benefits Coordination: Sub-recipient must implement consumer-friendly, culturally and linguistically appropriate new and returning patient eligibility verification and benefit coordination processes that ensure successful patient transition to Ryan White, or other public or private medical care. Eligibility processes should provide clients with a meaningful</p>

understanding of their benefits, expected out-of-pocket expenses and other information needed to ensure full and continued participation in care.

Test and Treat Emergency Financial Assistance – Pharmacy

Assistance: Sub-recipient must provide pharmacy services on-site or through an established contractual relationship that meets all requirements. Alternate (off-site) approaches must be approved prior to implementation by RWGA.

Either directly, or via subcontract with an eligible 340B Pharmacy program entity, must:

Ensure the documented capability of interfacing with the Texas HIV Medication Program operated by the Texas Department of State Health Services. This capability must be fully documented and is subject to independent verification by RWGA.

Ensure medication assistance provided to clients does not duplicate services already being provided in the Houston area. The process for accomplishing this must be fully documented and is subject to independent verification by RWGA.

Ensure all medications are purchased via a qualified participant in the federal 340B Drug Pricing Program and Prime Vendor Program, administered by the HRSA Office of Pharmacy Affairs. Note: failure to maintain 340B or Prime Vendor drug pricing may result in a negative audit finding, cost disallowance or termination of contract awarded. Sub-recipient must maintain 340B Program participation throughout the contract term. All eligible medications must be purchased in accordance with Program 340B guidelines and program requirements.

Ensure Houston area HIV/AIDS service providers are informed of this program and how the client referral and enrollment processes functions. Sub-recipient must maintain documentation of such marketing efforts.

Ensure information regarding the program is provided to PLWH, including historically under-served and unserved populations (e.g., African American, Hispanic/Latino, Asian, Native American, Pacific Islander) and women not currently obtaining prescribed HIV medications.

Offer, at no charge to the client, delivery options for medication refills, including but not limited to courier, USPS or other package delivery service.

Staff Requirements:	Sub-recipient is responsible for ensuring that services are provided by State licensed internal medicine and OB/GYN physicians, specialty care physicians, psychiatrists, registered nurses, nurse practitioners, vocational nurses, pharmacists, physician assistants, clinical nurse specialists, physician extenders, licensed social worker and ancillary health care providers in accordance with appropriate State licensing and/or certification requirements and with knowledge and experience of HIV disease.
Special Requirements:	<p>All primary medical care services must meet or exceed current HHS Treatment Guidelines for the treatment and management of HIV disease.</p> <p>Sub-recipient must adhere to their approved Ending the HIV Epidemic Test and Treat Clinic protocol. Protocol was reviewed and approved by RWGA and South Central AETC local performance site, at Baylor College of Medicine. Protocol fully documents clinic operations necessary to complete initial HIV medication treatment within 72 hours for all newly diagnosed and return to care PLWH.</p> <p>The Subrecipient is required to participate in the local AETC technical assistance program and any associated Ending the HIV Epidemic initiatives that the County implements. This includes granting the County or its duly authorized representatives access to client clinical records in order to evaluate the extent to which the HIV health services the Subrecipient provides are consistent with the most recent U.S. Department of Health and Human Services (“HHS”) recommendations for the rapid initiation of antiretroviral therapy.</p> <p>Sub-recipient must provide all required program components - Primary Medical Care and Emergency Financial Assistance – Pharmacy Assistance services.</p> <p>Primary Medical Care Services: Services funded under this grant cannot be used to supplant insurance or Medicare/Medicaid reimbursements for such services. Clients eligible for such reimbursement may not be billed to this contract. Medicare and private insurance co-payments may be eligible for reimbursement under Ryan White Health Insurance Assistance (HINS) program guidelines. Patients needing such assistance should be referred to the local Ryan White-funded HINS provider for assistance. Under no circumstances may the Sub-recipient bill the County for the difference between the reimbursement from Medicaid, Medicare or Third-Party insurance and the fee schedule under the contract. Furthermore, potential clients who are Medicaid/Medicare eligible or have other Third Party payers may not be denied services or referred elsewhere by the Sub-recipient based on their reimbursement status (i.e. Medicaid/Medicare eligible clients may not be referred</p>

	<p>elsewhere in order that non-Medicaid/Medicare eligible clients may be added to the contract). Failure to serve Medicaid/Medicare eligible clients based on their reimbursement status will be grounds for the immediate termination of contract.</p> <p>Maintaining Referral Relationships (Point of Entry Agreements): Sub-recipient must maintain appropriate relationships with entities that constitute key points of access to the health care system for individuals with HIV disease, including but not limited to, Harris Health System and other Houston EMA-located emergency rooms, Harris County Jail, Texas Department of Criminal Justice incarceration facilities, Immigration detention centers, substance abuse treatment and detoxification programs, adult and juvenile detention facilities, Sexually Transmitted Disease clinics, federally qualified health centers (FQHC), HIV disease counseling and testing sites, mental health programs and homeless shelters. These referral relationships must be documented with written collaborative agreements, contracts or memoranda of understanding between Sub-recipient and appropriate point of entry entities and are subject to audit by RWGA. Sub-recipient and POE entity staff must regularly (e.g. weekly, bi-weekly depending on volume of referrals) meet 1:1 to discuss new referrals to primary medical care services. Such case conferences must be documented in the client record and properly entered into the CPCDMS.</p> <p>Use of CPCDMS Data System: Sub-recipient must comply with CPCDMS business rules and procedures. Sub-recipient must enter into the CPCDMS all required clinical data, including but not limited to, ART treatment including all changes in medication regimens, Opportunistic Infections, screening and treatment for STDs and other clinical screening and treatment data required by HRSA, TDSHS and the County. Sub-recipient must ensure accuracy of related HIV testing in HHD Maven system. <u>Sub-recipient must perform Registration updates in accordance with RWGA CPCDMS business rules for all clients wherein Sub-recipient is client's CPCDMS record-owning agency.</u></p> <p>Patient Transportation: The County will provide Sub-recipient with access to Test and Treat Patient Ride Sharing Services. Test and Treat Patient Ride Sharing Services must be used in accordance with RWGA policies and procedures, standards of care and patient eligibility guidelines.</p>
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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 Harris County will be eligible for services.

Objective 1: By 2/28/25 to provide at least **458** unduplicated eligible HIV-infected adult clients with comprehensive Outpatient/Ambulatory Health Services and/or Emergency Financial Assistance as documented by entries in the CPCDMS database.

SECTION II. SPECIAL PROVISIONS

Subrecipient agrees to submit billing under the following criteria:

1. All bills must be submitted no later than 30 days after the end of each month in which services were provided.
2. All required CPCDMS data entry for each billing month must be entered into the CPCDMS no later than 30 days, match any extension, after the end of each month in which services were provided.
3. All charges, such as pharmacy and take-home supplies, not eligible to be billed to this contract may be billed to patients according to subrecipient's billing procedures.

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 Ending The HIV Epidemic: A Plan for America 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.

ATTACHMENT NO. 04

BUDGET

Ending the HIV Epidemic:

Primary Health Care Visits by Physician or Physician Extender

Total

FEE CHARGED PER UNIT OF SERVICE

One (1) unit of service = One (1) primary care office/clinic visit or telehealth which includes the following:

\$345.00

- Primary care physician/nurse practitioner, physician's assistant or clinical nurse specialist examination of the patient, and
- Medication/treatment education
- Medication access/linkage
- Laboratory (as clinically indicated, not including specialized tests)
- Eligibility verification/screening (as necessary)

NUMBER OF UNITS OF SERVICE TO BE PROVIDED

205.84

TOTAL COST OF THESE SERVICES

(\$345.00 x 205.84)

\$71,014.19

Personnel	\$287.50
Fringe	\$ 57.50
Travel	\$.00
Equipment	\$.00
Supplies	\$.00
Contractual	\$.00
Other	\$.00
TOTAL	\$345.00

Total Amount of Funds for Disbursements of Diagnostic Procedures*

\$86.95

List of Diagnostic Procedures located at www.hcphe.org/rwga.

Approved diagnostic procedures will be reimbursed at invoice cost.

*Diagnostic procedure code and client 11-digit code must be provided on invoice to process reimbursements.

Total Amount of Funds for Disbursements of Ride Share Services

\$93,275.42

Test and Treat Patient Ride Sharing Services must be used in accordance with RWGA policies and procedures, standards of care and patient eligibility guidelines.

ATTACHMENT NO. 04

BUDGET

Ending the HIV Epidemic: Emergency Financial Assistance (EFA)

		<u>Total</u>
FEE CHARGED PER UNIT OF SERVICE		\$40.00
1 unit of service per service transaction = \$40.00. EFA provides short-term (up to 30 days of medication) access to HIV pharmaceutical services to clients who have not yet completed eligibility determination for medications through Pharmaceutical Assistance Programs, State ADAP, State SPAP or other services. HRSA requirements for EFA include a client enrollment process, uniform benefits for all enrolled clients and a record system for dispensed medications and a drug distribution system.		
NUMBER OF UNITS OF SERVICE TO BE PROVIDED		9.18
TOTAL COST OF THESE SERVICES	(\$40.00 x 9.18)	\$367.29
Personnel	\$33.33	
Fringe	\$ 6.67	
Travel	\$.00	
Equipment	\$.00	
Supplies	\$.00	
Contractual	\$.00	
Other	<u>\$.00</u>	
TOTAL	\$40.00	
Total Amount of Funds To Be Invoiced for EFA Disbursements		\$19,116.84
EFA provides up to 30 days of medication payments to assist clients with an emergent need for HIV Medication. HRSA requirements for EFA include a client enrollment process, uniform benefits for all enrolled clients, a record system for dispensed medications and drug distribution system. 1 unit of service = a transaction involving the filling of a prescription or any other allowable medication \$40.00.		
TOTAL		\$183,860.69


Total reimbursements to the Subrecipient under the Contract shall not exceed \$183,860.69. The Subrecipient further understands and agrees that the Subrecipient shall only be reimbursed for expenses incurred in connection with the Subrecipient's adult outpatient primary medical health care, medical case management, non-medical case management and local pharmacy assistance program.

The Subrecipient shall submit its final request for payment to the County no later than March 21, 2025.

ATTACHMENT NO. 05

**Certification of Compliance
With The Drug-Free Workplace Act of 1988**

AIDS Healthcare Foundation certifies that it has been furnished a copy of the Drug-Free Workplace Act of 1988, Section 5151-5160 (41 U.S.C. 701), Public Law 100-690 and hereby certifies that it is in compliance with such Act.



Signature

Michael Weinstein

Printed Name

President

Title

March 28, 2024

Date

SUBSCRIBED AND SWORN TO BEFORE ME on this ____ day of _____, 2024, to certify which witness my hand and seal of office.

see attached California Joret

Notary Public, State of Texas

Notary Public's Printed Name

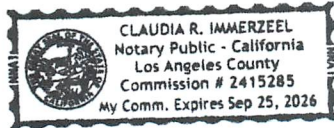
My commission expires: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 28th
day of March, 2024, by Michael Weinstein

_____,
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature Claudia R Immerzeel

ORDER OF COMMISSIONERS COURT
AUTHORIZING AGREEMENT WITH AIDS HEALTHCARE FOUNDATION

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 AGREEMENT WITH AIDS HEALTHCARE FOUNDATION TO
PROVIDE SERVICES TO CERTAIN HIV-INFECTED AND AFFECTED PERSONS IN THE
HOUSTON ELIGIBLE METROPOLITAN AREA

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 an agreement in an amount not to exceed \$461,324.69 with AIDS Healthcare Foundation to provide services to certain HIV-infected and affected individuals in the Houston Eligible Metropolitan Area. The Agreement 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.

CONTRACT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Contract (sometimes “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 **AIDS Healthcare Foundation**, (“the Subrecipient”).

I. PURPOSE

A. The County has been awarded federal grant funds from a federal grant program established by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (“Act”) that makes from the United States Public Health Service, Health Resources and Services Administration (“HRSA”) federal assistance funds available to the County. That federal assistance is directed through the office of the urban county’s chief elected official (“the County Judge of Harris County”) that administers the public health agency providing outpatient and ambulatory services to the greatest number of individuals with AIDS, as reported to and confirmed by the Centers for Disease Control. The amounts received for participating in the grant program are to be used to provide direct financial assistance to qualified entities for the purpose of delivering core medical services and support services.

B. The County Judge of Harris County has established the Houston Area Ryan White Planning Council (“Planning Council”) that is responsible for establishing priorities for the allocation of funds and the development of a comprehensive plan for the organization and delivery of health services described in section 300ff-14 of the Act, that are compatible with any existing State or local plan for the provision of health services to individuals with HIV disease and the assessment of the efficiency of the administrative mechanism in order to rapidly allocate funds to the areas of greatest need. The County desires to obtain the services of the Subrecipient to provide certain services to certain HIV-infected and affected individuals in the Houston Eligible Metropolitan Area.

II. SCOPE OF SERVICES

The Subrecipient will perform the work described in the Scope of Work set out in Attachment No. 01, called “Services” throughout this Contract. The Attachment is incorporated into this Contract as though copied verbatim in it. The Subrecipient understands and agrees that the funds provided by the County may only be used for the Services.

III. STANDARDS

A. The Subrecipient will perform all of the Services and other obligations of this Contract in accordance with generally accepted, applicable standards and will comply with all federal, state, or local laws, rules, regulations, ordinances and the grant award that in any manner affect its performance of this Contract and/or its receipt, disbursement, and accounting of funds received for its performance of this Contract. The goals, terms, and requirements of the federal grant from HRSA to the County are incorporated in this Contract by reference.

B. During all times in which Subrecipient has an active Ryan White Contract with the County, Subrecipient must annually register with the Federal Government's System for Award Management ("SAM"), providing it with current, accurate information Subrecipient must ensure that its SAM registration is active and MPIN is current. Information about registering with the SAM can be found at <https://usfcr.com/>.

C. The Subrecipient will ensure that personnel providing Services have all licenses required by law and/or are qualified to perform those Services. The Subrecipient will further ensure that all program and/or facility licenses necessary to provide the required Services are current and to immediately notify the County if any such licenses become invalid or are canceled during the term of this Contract.

D. The Subrecipient will immediately notify the Executive Director of the Harris County Public Health (PHS) Department ("Executive Director"), or other person designated by the Executive Director, of any problems, delays or adverse conditions that will affect the ability of the Subrecipient to perform its Contract obligations. All such notices will include a statement of actions taken or to be taken by the Subrecipient to resolve the problems, delays or adverse conditions. The Subrecipient will also promptly notify the Executive Director, or his or her duly authorized representative, if it anticipates providing the Services with a lower cost than the allocated amount or within a shorter period of time than the Contract term.

E. The Subrecipient will develop, implement and maintain financial management and control systems that meet or exceed the requirements established by HRSA. These requirements will include, but will not be limited to:

1. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of associated costs;
2. A financial management system to include:
 - (a) accurate and complete payroll, accounting, and financial reporting records;
 - (b) cost source documentation;
 - (c) effective internal budgetary controls;
 - (d) determination of reasonableness, allowability and allocability of costs; and
 - (e) timely and appropriate audits and resolution of any audit findings; and

If fees are charged to clients receiving Services, a fee schedule, including: a) a system for discounting or adjusting charges based on a client's Modified Adjusted Gross Income (MAGI) and family size, in accordance with the requirements of the Act, b) a mechanism for billing and collecting fees from third party payers and c) a mechanism for reasonable efforts to collect allowable fees from clients. Charges by Subrecipient for the provision of Services must be a sliding fee schedule that is

available to the public. Individual annual aggregate charges to patients receiving Services must conform to the following limits:

INDIVIDUAL/FAMILY ANNUAL GROSS INCOME	TOTAL ALLOWABLE ANNUAL CHARGES
Equal to or below official poverty line ("OPL")	No charges permitted
101% to 200% of OPL	5% or less of MAGI
201% to 300% of OPL	7% or less of MAGI
300+% of OPL	10% or less of MAGI

"Aggregate Charges" means annual charges imposed for all Services regardless of terminology (i.e. enrollment fees, premiums, deductibles, cost-sharing, co-payments, coinsurance, etc.) and applies to all service providers from whom individuals receive Services. A simple application showing annual gross salary of an individual or family will be used to establish the appropriate level of fees.

F. Anti-kickback Statue. The Subrecipient will comply with 42 USC 1320a-7b(b) by: 1) implementing an employee Code of Ethics or Standards of Conduct policy, 2) personnel policies, 3) for Medicaid and Medicare providers, implementing a Corporate Compliance Plan, 4) implementing Bylaws and policies that include ethics standards or business conduct practices, 5) maintaining documentation of any employee or Board Member violation of the Code of Ethics or Standards of Conduct policy, and 6) maintaining documentation of any complaint of violation of the Code of Ethics or Standards of Conduct and resolution of the complaint.

G. The Subrecipient must comply with all applicable Provider/Subgrantee Requirements and Responsibilities detailed in the HRSA HIV/AIDS Bureau (HAB) National Monitoring Standards for Ryan White HIV/AIDS Part A and Part B Grantees and implemented by Harris County Public Health/Ryan White Grant Administration. The most current Ryan White Programmatic and Fiscal Monitoring Standards may be found: <https://careacttarget.org/library/part-and-b-monitoring-standards>

H. The Subrecipient will participate in all evaluations, studies, and reviews conducted by either the County or the Planning Council regarding services funded with Ryan White grant funds.

I. The Subrecipient will participate in the Outcome Evaluations, Standards of Care, Quality Assurance and Quality Management activities conducted by the County regarding services funded with Ryan White grant funds.

J. The Subrecipient may not subcontract any of its duties or obligations of this Contract without the express written consent of the County. Any request for the right to use a subcontractor will include the name and address of the subcontractor and a copy of the proposed subcontract. As a condition of granting permission to use a subcontractor, the County may require changes or additions to the subcontract.

K. It is understood and agreed between the parties that the Subrecipient's performance of the obligations of this Contract will be reviewed by the County. The Subrecipient's failure to perform any of its Contract obligations in accordance with all terms and conditions of this Contract will be considered in any future allocation of Ryan White grant funds by the County.

L. **41 U.S.C. § 4712.** Subrecipient must comply with 41 U.S.C. § 4712 regarding enhancement of contractor protection from reprisal for disclosure of certain information. This program requires all grantees, their subgrantees, and subcontractors to:

1. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the program;
2. Inform their employees in writing of employee whistleblower protections of this law in the predominant native language of the workforce: and,
3. Include such requirements in any agreement made with a subcontractors or subgrantee.

M. Fraud, Waste or Abuse Hotline. Subrecipient shall immediately report to the County through the County's Fraud, Waste, or Abuse Hotline and also notify the County in accordance with all the Notice provisions contained in this Agreement all suspected or known instances and facts concerning fraud, waste, abuse, or criminal activity under this Agreement. The County's Fraud, Waste, or Abuse Hotline can be accessed by phone at 866-556-8181 or online at <https://secure.ethicspoint.com/domain/media/en/gui/68174/index.html>

IV. TIME OF PERFORMANCE

The term of this Contract will begin on March 01, 2024 and end on February 28, 2025, unless sooner terminated as provided by any provision hereof. The County may offer one-year renewal options based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by Harris County Commissioners Court. Once renewal options are exhausted, the Contract must be rebid. The County reserves the right to rebid at any time that it deems to be in its best interest but is not bound to automatically renew.

V. COMPENSATION AND PAYMENT FOR SERVICES

A. Attachment No. 02, incorporated by reference as though copied verbatim, is the Budget for this Contract. Subject to the limitation upon and the availability of funds provided by HRSA to the County for the performance of Services, the County will pay the Subrecipient the costs and expenses that are described in that Attachment. The amounts stated in that Attachment are the total maximum sums specifically allocated to fully discharge any and all liabilities that may be incurred by the County for Subrecipient's performance of this Contract.

B. It is expressly understood and agreed that the total maximum funds for the performance of this Contract are stated in the Auditor's Certificate, below. Additional funds will not be available unless first certified to be available by the County Auditor. The Subrecipient further understands and agrees that this Contract is contingent upon the County's receipt of funds from HRSA. The County has no other funds for the payment of Contract obligations. The County is not obligated to pay Subrecipient for the performance of any portion of this Contract unless the County has received funds for that (those) purpose(s) from HRSA and certified available by the County Auditor. Subrecipient must assure itself that sufficient funds have been allocated for the provision of Services. The County is not obligated to pay Subrecipient any amount spent by Subrecipient that HRSA determines not to be reimbursable from federal grant funds. The Subrecipient will refund to the County any and all amounts paid to it by the County for items that HRSA determines are not subject to payment from federal grant funds. The

Subrecipient will have no right of action against the County because of the County is unable to perform its obligations of this Contract as a result of the suspension, termination, withdrawal, failure, or lack of sufficient funding from HRSA to the County.

C. On or about the last day of each calendar month during which it provides Services, the Subrecipient will submit an itemized Statement, called "Statement" throughout this Contract, sworn to by the Subrecipient to be true and correct, to the Executive Director, in a form acceptable to the County Auditor, describing in detail those Services, the cost, compensation and expense reimbursement claimed. No amount in excess of an average of one-twelfth (1/12) of the total amount of the Contract will be included in the Statement without prior written approval by the County. Statements will show the name and classification of each person performing Services and the date(s) and time(s) the Services were performed. The Subrecipient will enter all Services into the Centralized Patient Care Data Management System ("CPCDMS") prior to submitting a Statement for payment. Documentation supporting a Statement will also include details of the work, units/duration, the unique identifier (11-character code) of the client(s) receiving Services and the expenses claimed that may be requested by the County Auditor for verification purposes. The Subrecipient will also provide copies of any documents, records, or information requested by the Ryan White Grant Administration or the County Auditor. The Executive Director will review each Statement and approve it with modifications, if any, it deems appropriate and will pay it within twenty (20) calendar days after approval by the County Auditor.

D. Any payments by the County to the Subrecipient may be withheld if the Subrecipient fails to comply with the County's reporting requirements, the program objectives, or other requirements relating to the Subrecipient's performance of work and Services required by this Contract.

E. The Subrecipient understands and agrees that the County will reimburse Subrecipient only for costs incurred in the performance of this Contract that conform to requirements of all applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement with HRSA grant funds. Administrative costs charged by the Subrecipient in the performance of this Contract may not exceed ten percent (10%) of the total charges billed to the County, unless previously approved by the County in writing.

F. The Consolidated Appropriations Act, 2023 (P.L.118-15), enacted November 11, 2023, 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 \$221,900.00, effective January 1, 2024. 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.

G. The Subrecipient must, prior to billing this Contract, have an on-going system to verify clients' eligibility for payment by Medicaid/Medicare and private health insurance, including health insurance purchased through the federal health insurance exchange or Marketplace implemented under the Patient Protection and Affordable Care Act ("ACA"). The County may withhold all or part of any

payments in order to reconcile Medicaid/Medicare or other health insurance reimbursable expenses inappropriately billed to this Contract.

H. Payer of Last Resort. Subrecipient must screen and document financial eligibility and proof of HIV status during each program year. All non-Ryan White fiscal resources, including the clients own resources, must be first used before using, committing, or obligating Ryan White grant funds. Under current HAB and VA policy, veterans receiving VA health benefits will be considered as uninsured, thus exempting veterans from the Payer of Last Resort requirements.

I. The Subrecipient understands and agrees that funds received for the performance of this Contract will not be used to supplant state, local or other federal funds received by the Subrecipient. The County may withhold all or part of any payments to the Subrecipient to offset any reimbursement made to the Subrecipient for any ineligible expenditure not yet refunded to the County by the Subrecipient. Payments to the Subrecipient may also be denied for Subrecipient's failure to furnish required financial reports to the County, failure to respond to financial compliance monitoring reports, or failure to meet program requirements specified in the Scope of Work set out in Attachment No. 01.

J. If the County determines the Subrecipient will not use all of the allocated funds, then the County will reduce the allocated amount so that those funds do not remain unspent, and may be promptly reallocated to other HIV service providers as allowed by the County's procurement procedures. The County will notify the Subrecipient in writing of it reduces the allocated amount. A decision by the County to reduce allocations will be final.

K. The decision of the County Auditor regarding a dispute between the parties over payment to the Subrecipient for Services will be final.

VI. TERMINATION

A. The County may upon thirty (30) calendar days written notice to the Subrecipient, terminate all or any part of this Contract for:

1. Failure of the Subrecipient to comply with the County's reporting requirements, the program objectives, the terms, conditions or standards of this Contract, applicable federal, state or local laws, rules, regulations and ordinances, or any other requirements set out in this Contract;
2. Failure of the Subrecipient to perform the work and Services required by this Contract within the time specified or any extension of time;
3. Failure of the Subrecipient to correct its noncompliance with any term(s) or provision(s) of this Contract within thirty (30) calendar days (or an extension authorized by the County, in writing) after receiving notice of noncompliance from the County; or
4. Reduction, depletion or unavailability of funds allocated to County by HRSA during the Contract term.

B. Notwithstanding subparagraph A, above, the Executive Director may immediately terminate or suspend this Contract to protect the health and safety of clients.

C. Notwithstanding subparagraph A of this Article VI, this Contract may be terminated upon shorter notice if both parties agree.

D. Termination of the Contract will be accomplished by delivering a written notice of termination to the Subrecipient specifying the extent the performance of work or Services has been terminated and the effective date of termination. After receipt of said termination notice, the Subrecipient will stop its work on termination date to the extent specified in the notice. Upon receipt of the notice, the Subrecipient will incur no new obligations and will cancel any outstanding obligations. To the extent federal funds are available and reimbursement is permitted, the County will reimburse the Subrecipient for noncancellable obligations that were incurred prior to the termination date.

E. Upon termination of this Contract, any and all unspent funds that were paid by the County to the Subrecipient for the performance of this Contract will be returned to the County.

F. The County may terminate a Contract at any time if the Subrecipient employs, in any capacity, any person who is then currently employed by Ryan White Grant Administration of Harris County Public Health, or who has been employed by the Ryan White Grant Administration within the six (6) months immediately preceding the commencement of employment by the Subrecipient. For the purposes of this paragraph, the term “employs in any capacity” will mean the receipt of services of any kind in exchange for consideration, regardless of whether the person performs the services as an employee, consultant, agent, independent Contractor, subcontractors or in some other capacity. The Executive Director of Harris County Public Health may waive this requirement upon written request from the Subrecipient. The granting of a waiver is at the discretion of the Executive Director and any such decision by the Executive Director is final.

VII. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). Subrecipient must abide by the following requirements:

TRAFFICKING IN PERSONS

A. Provisions applicable to a recipient that is a private entity:

1. Subrecipient, Subrecipient’s employees, subcontractors of this award, and subcontractors' employees may not:

i. Engage in severe forms of trafficking in persons during the term of this Contract;

ii. Procure a commercial sex act during the term of this Contract;

iii. Use forced labor in the performance of the award or sub-awards mentioned in this Agreement.

2. The Federal awarding agency may unilaterally terminate this award, without penalty, if Subrecipient or a subcontractors that is a private entity:

i. is determined to have violated a prohibition in paragraph A.1; or

ii. has an employee who is determined by the agency official authorized to terminate this Contract to have violated a prohibition in paragraph A.1 through conduct that is either:

A. associated with performance of this Contract; or

B. imputed to Subrecipient or the subcontractors using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by Federal awarding agency at 2 CFR part 376.

B. Provisions applicable to a recipient other than a private entity:

The Federal awarding agency may unilaterally terminate this award, without penalty, if a subcontractor that is not a private entity:

1. is determined to have violated an applicable prohibition in paragraph A.1; or

2. has an employee who is determined by the Federal awarding agency official authorized to terminate this Contract to have violated an applicable prohibition in paragraph A.1 through conduct that is either:

i. associated with performance of this Contract; or

ii. imputed to the Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by Federal awarding agency at 2 CFR part 376.

C. Provisions applicable to any recipient:

1. Subrecipient must inform County immediately of any information it receives from any source alleging a violation of a prohibition in paragraph A.1.

2. County’s right to terminate unilaterally that is described in paragraph A.2 or B of this section:

- i. implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
- ii. is in addition to all other remedies for noncompliance that are available to Federal awarding agency under this award.

3. Subrecipient must include the requirements of paragraph A.1 in any sub-award you make to a private entity.

D. Definitions. For purposes of this Contract:

1. “Employee” means either:

- i. an individual employed by Subrecipient or a subcontractor who is engaged in the performance of the project or program required by this Contract; or
- ii. another person engaged in the performance of the project or program required by this Contract and not compensated by Subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity” means:

- i. any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25; and
- ii. includes:
 - A. a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**VIII. CERTIFICATION REGARDING LOBBYING AND COMPLIANCE
WITH THE DRUG-FREE WORKPLACE ACT OF 1988**

A. The Subrecipient will comply with the requirements of section 1352 of Public Law 101-121 (31 U.S.C. § 1352) and 45 CFR Part 93 and will require the same compliance of all of its

subcontractors providing Services. It is understood and agreed that no funds obtained by the Subrecipient for the performance of this Contract have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan or cooperative agreement.

B. The Subrecipient (and its subcontractors providing Services) must submit Standard Form-LLL ("Disclosure Form to Report Lobbying") in the form and manner required by its instructions if the Subrecipient (or the subcontractor) receives federal funds in excess of \$100,000.00 for the performance of this Contract, and any other funds that have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this Contract,

C. The Subrecipient further agrees that it will comply with the Drug-Free Workplace Act of 1988, Sections 5151-6160 (41 U.S.C. 8101) Public Law 100-690. Upon execution of this Contract, the Subrecipient will execute and submit to Harris County Public Health the Certification of Compliance with the Drug-Free Workplace Act of 1988 that is attached to this document, marked Attachment No. 03, and incorporated herein for all purposes. The Subrecipient will require execution of the Certification of Compliance with the Drug-Free Workplace Act of 1988 in all Contracts between itself and any subcontractors.

IX. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

The Subrecipient will comply with Public Law 103-227, also known as the Pro-Children Act of 1994, requiring that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity, and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, Contract, loan, or loan guarantee. This law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. This law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. By executing this Contract, the Subrecipient certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined in the Pro-Children Act of 1994. The Subrecipient further will include this certification in all Contracts between itself and any subcontractors in connection with the services performed under this Contract.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Subrecipient certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Subrecipient further will include this certification in all Contracts between itself and any subcontractors performing Services.

XI. INDEPENDENT CONTRACTOR

The Subrecipient is an independent contractor and not an agent, representative or employee of the County. No employee, agent or representative of the Subrecipient will be considered an employee of the County nor be eligible for any benefits, rights, or privileges accorded to County employees.

XII. MANNER OF NOTICE

Notices and communications required by this Contract must be sent by registered or certified United States Mail, postage prepaid (return-receipt requested) or hand delivered to the following address:

BY SUBRECIPIENT TO COUNTY:

Harris County Public Health
1111 Fannin Street, 16th Floor
Houston, Texas 77002
Attn: Ryan White Grant Administration

BY COUNTY TO SUBRECIPIENT:

AIDS Healthcare Foundation,
2323 S. Shepherd Drive, Suite 810
Houston, Texas 77019
Attn: Anthony Snipes, Texas Regional Director
Email address: Anthony.Snipes@ahf.org

Notices sent by registered or certified United States mail, properly addressed, postage prepaid, return-receipt requested, are deemed given when deposited in the United States mail.

XIII. INSPECTIONS AND ACCESS TO RECORDS

A. Authorized representatives of the County, HRSA and the Comptroller General of the United States have the right, at all reasonable times, to inspect, conduct site visits or otherwise evaluate the work required by this Contract and the premises in which the Services are being provided in a manner so as not to unduly delay service delivery by the Subrecipient. The Subrecipient will cooperate with and provide reasonable access, facilities and assistance to those representatives.

B. The Subrecipient agrees that the County, HRSA, the Comptroller General of the United States, or any of their duly authorized representatives, will have access to any pertinent books, documents, papers, and records for the purpose of making audit, examination, excerpts and transcripts of transactions related to this Contract. The County will have the right to audit billings both before and after payment.

XIV. CLIENT RECORDS

A. All client records are the property of the Subrecipient. The County, however, may have access to or obtain copies of those records for audit, litigation, or other circumstances that may arise. If this Contract is terminated, the County may deliver written notice to the Subrecipient requesting that the clients receiving Services have their cases and copies of their records transferred to another service provider. Upon receiving such notice, the Subrecipient will take all necessary and reasonable steps to obtain the written consent of the clients for transfer of their cases and records. It is understood and agreed that a client's case and copies of their records will be transferred only to another service provider with the client's written consent. Any disclosure or transfer of records will conform with the confidentiality provisions contained in article XVII of this Contract.

B. The Subrecipient must ensure that documentation is provided in the client's record file of proof of HIV status and eligibility for services under this Contract.

C. **Before the start of this Agreement, or any subsequent term, in the event that the Subrecipient ceases to conduct business, or is unable for any reason, to provide the services described in this Agreement, the Subrecipient will make arrangements to retain client records, in a safe and secure manner for the period of time required by law or up to five (5) years after the client last received services, whichever is longer.**

XV. CLIENT GRIEVANCE PROCEDURES

The Subrecipient will establish and maintain written procedures to address grievances or complaints pertaining to its performance of this Contract. The procedures will be prominently displayed at the Subrecipient's premises and state that the Subrecipient receives Ryan White grant funds from Harris County. The Subrecipient will immediately provide the County with copies of all grievances or complaints it receives.

XVI. EQUIPMENT AND SUPPLIES

A. The acquisition and maintenance of any equipment and supplies required for the performance of this Contract must comply with applicable federal laws, regulations, and rules pertaining to the use of HRSA grant funds for that (those) purpose(s).

B. The term “equipment” as used in this Contract will include all tangible, nonexpendable property, including computer hardware and software that costs more than \$500.00 and has a useful life of more than one year. Title to all equipment purchased with funds provided through this Contract (“Contract funds”) will be in Subrecipient’s name throughout the Contract term.

C. Subrecipient will not acquire any equipment that is not initially listed in this Contract and approved by the County that costs more than \$500.00 (price plus tax) without prior written approval of the County. Request for County approval must be made in writing, detailing the justification for the acquisition, description of features, make and model, costs, and any other information requested by the County.

D. The Subrecipient will maintain an annual inventory of equipment purchased with Contract funds and submit a report to the County at the end of the Contract term. The Subrecipient will administer a program of maintenance, repair, and protection of assets required for the performance of this Contract to assure their full availability and usefulness, and will ensure that all equipment purchased with Contract funds is adequately insured to cover any loss, destruction or damage to it. In the event the Subrecipient receives funds from any source as compensation or reimbursement for any loss, destruction or damage to the asset(s), Subrecipient will use those funds to repair or replace said asset(s).

E. The Subrecipient will, upon termination of this Contract, execute all necessary documents to transfer title to any equipment that costs \$1,000 or more and is purchased with Contract funds to the County or its designee. If permitted by law, the County may, in its sole discretion, allow title to such property to remain in the Subrecipient’s name.

XVII. CONFIDENTIALITY

The Subrecipient will ensure that the confidentiality of all reports, information, client records, and data prepared, collected or assembled by it in the performance of this Contract is maintained in compliance with federal regulations governing Confidentiality of Alcohol and Drug Patient records, 42 CFR, Part 2 and Section 333 of Public Law 91-616 as amended by Public Law 93-282; Texas Health & Safety Code, Chapter 81, Section 81.050; and all *other* applicable federal and state laws, rules and regulations. Any disclosure of confidential client information by the Subrecipient must comply with all applicable federal and state laws, rules and regulations. The Subrecipient will ensure that employees are trained, understand and are familiar with confidentiality requirements regarding HIV/AIDS related medical information and alcohol and drug abuse patient records.

XVIII. FINANCIAL AND PROGRAM REPORTS

A. The Subrecipient will keep a separate record of all Contract funds received by it and will provide the County with all information, records, papers, reports and other documents pertaining to the services furnished that are requested by the County Auditor, the County Public Health Executive Director, HRSA or their duly authorized representatives.

B. **Administrative Cost Reports (“ACR”).** Within sixteen (16) calendar days after the end of each calendar month, the Subrecipient will provide the County with a written report that includes all administrative costs incurred during the previous month. Those administrative costs may not exceed ten percent (10%) of the total charges billed to the County unless the County has given written approval of the item. The Subrecipient will provide the County with a final ACR no later than 21 days after the end of the Contract.

Administrative costs include, but are not limited to, usual and recognized overhead activities, including rent, utilities, and facility costs, costs of management oversight of specific programs supported by Ryan White HIV/AIDS Program funds, including but not limited to, program coordination; clerical; financial and management staff not directly related to patient care; program evaluation and quality improvement; liability insurance; audits; and computer hardware/ software that is not directly related to patient care. If allowed per RFP requirements, any indirect charges pursuant to a federally approved indirect cost rate are considered Administrative Costs. Per HRSA HAB Policy Clarification Notice (PCN) 15-01, the portion of indirect and/or direct facilities expenses such as rent, maintenance, and utilities for areas primarily utilized to provide core medical and support services for eligible RWHAP clients (e.g., clinic, pharmacy, food bank, substance abuse treatment facilities) are not required to be included in the 10% administrative cost cap.”

C. **Contractor Expense Reports (“CER”).** Within sixteen (16) calendar days after the end of each calendar month, the Subrecipient will provide the County with an itemized Statement, in a form acceptable to the County Auditor, detailing the services provided and required by this Contract and the cost, compensation and expense reimbursement claimed. The Subrecipient will enter all client services into the Centralized Patient Care Data Management System (“CPCDMS”) before submitting the CER to the County. The supporting documentation will include details of the work, units/duration, and the unique client identifier (11-character code) of clients receiving services. The Subrecipient will provide the County with a final CER not later than 21 days after the end of the Contract.

D. **Final Financial Report.** Within forty-five (45) calendar days after the end of the Contract term, the Subrecipient will prepare and submit to the County, a written report describing in detail the services performed and the amount expended for each category of services provided during the term of the Contract.

E. **Audit.** The Subrecipient will comply with all audit requirements established by federal rules and regulations and will submit a copy of all audit reports to the County within thirty (30) calendar days of the Subrecipient's receipt the report. If the Subrecipient is a for-profit organization or entity, the Subrecipient will provide written assurance from an independent public accountant that no profit has been realized from the performance of this Contract and the receipt of Contract funds. Non-profit

and governmental agencies receiving federal funding assistance in the aggregate amount of \$750,000.00 or more during their fiscal year must have an audit conducted in compliance with Code of Federal Regulations 2 CFR 200.501. Proprietary agencies receiving awards of \$25,000.00 or more must submit an audit of their general financial statements within twelve (12) months of their fiscal year end. Non-profit and governmental agencies meeting the \$750,000.00 aggregate threshold may charge 2 CFR 200.501 single audit costs proportionally to their Ryan White grants. However, agencies that do not meet the \$750,000.00 aggregate threshold may not use Federal funds to pay for 2 CFR 200.501 single audit costs. The audit must be submitted to the Harris County Auditor's Office no later than nine (9) months after the end of the audited fiscal year and be performed by entity in good standing per industry standard peer review.

F. Centralized Patient Care Data Management System. The Subrecipient will use the Centralized Patient Care Data Management System ("CPCDMS") provided by the County to document the eligibility status of all clients. The Subrecipient will enter service utilization data for all clients, that includes but is not limited to, the demographic and medical profile of all clients and the number and frequency of the services received by the clients. The Subrecipient will transmit all CPCDMS data in compliance with Harris County, Ryan White Grant Administration CPCDMS policies and procedures. The Subrecipient will use only a Ryan White Grant Administration approved high-speed Internet connection to transfer CPCDMS data.

G. Documentation of Attendance. All agencies providing office- or clinic-based services, including case management, must maintain documentation of the client's attendance at the visit or session. This requirement is in addition to the required progress notes by which the clinician (e.g., physician/physician extender, nurse, dentist, nutritionist, social worker, therapist, case manager, or physical therapist) or staff member (e.g., food pantry worker) documents the service provided. The Subrecipient must implement a strategy that ensures clients who receive office or clinic-based care or services sign-in when they access such services. The Subrecipient may forego this requirement in specific instances if obtaining the signature may discourage clients with mental health status, behavior and/or other life issues from accessing needed care or services. This waiver is available on a strict case-by-case basis and, if granted, must be noted in the client's record.

H. Ryan White Grant Administration Site Visit Guidelines and Standards of Care. The Subrecipient must comply with all Ryan White Grant Administration Site Visit Guidelines and Standards of Care applicable to this Contract. The most current site visit Ryan White Grant Administration guidelines and standards of care may be found at <https://public.health.harriscountytexas.gov/Division-Offices/Divisions/Community-Health-Wellness-Division/Ryan-White-Grant-Administration> under the applicable tabs.

I. Ryan White Programmatic and Fiscal Monitoring Standards. Subrecipient must comply with the HRSA Ryan White National Part A Programmatic, Fiscal and Universal Monitoring Standards applicable to Subgrantees, Subrecipients and Subcontractors that have been implemented by Harris County and HCPH/Ryan White Grant Administration. The Ryan White National Monitoring Standards detail the minimum acceptable standards with which Subrecipients must comply. Local Standards of Care, Site Visit guidelines, Outcome Measures, Contract requirements and other requirements implemented by Ryan White Grant Administration often exceed those required by the HRSA Ryan White National Monitoring Standards. Subrecipient must comply with both the National and local

requirements. The most current Ryan White Programmatic and Fiscal Monitoring Standards may be found at <https://careacttarget.org/library/part-and-b-monitoring-standards>.

J. **Quality Management.** The Subrecipient is required to establish and maintain a Clinical Quality Management (CQM) Program as outlined in Ryan White Program Policy Clarification Notice (PCN) 15-02. The Subrecipient must participate in the Quality Management program implemented by the County, including access to client clinical records by the County, or its duly authorized representatives, for the purpose of assessing the extent to which key components, as defined by Ryan White Grant Administration, are in place and ongoing. The most current PCN 15-02 requirements may be found at <https://hab.hrsa.gov/sites/default/files/hab/Global/HAB-PCN-15-02-CQM.pdf>.

XIX. INDEMNITY AND BONDING

A. Each person employed by the Subrecipient who handles Contract funds, including persons authorizing payments, will, during the Contract term, be covered by a fidelity bond providing for indemnification of losses occasioned by: (1) any fraudulent or dishonest act or acts committed by any of the Subrecipient's employees either individually or in concert with others, and/or (2) failure of faithfully his/her duties, or to account properly for all monies and property acquired with Contract funds. This fidelity bond will be in an amount of not less than ten thousand dollars (\$10,000.00).

XX. PROGRAM INCOME

A. All revenues received from the delivery of services will be retained by the Subrecipient and used by it to perform the services set forth in Attachment No. 01. The use of such revenues will comply with the requirements of the Act, 45 CFR Parts 75 and 92, and any other applicable laws, rules or regulations affecting their use and/or expenditure. The Subrecipient further understands and agrees that any interest income earned on the deposit of cash advances of Contract funds may not be retained by the Subrecipient but must be reported on Subrecipient's monthly itemized Statement requesting payment mentioned in article V, subparagraph C, of this Contract. Any such interest income will be deducted from County's reimbursements to the Subrecipient.

B. Program income is gross income earned by Subrecipient directly generated by the Ryan White Part A and/or MAI-supported activity or earned as a result of the Contract award. Program income includes, but is not limited to, income from fees for services performed (e.g., direct payment, or reimbursements received from Medicaid, Medicare and third-party insurance) and income a recipient or sub-recipient earns as the result of a benefit made possible by receipt of a grant or grant funds. Direct payments include charges imposed for Part A and/or MAI services as required under Section 2605(e) of the Ryan White Program legislation, such as enrollment fees, premiums, deductibles, cost sharing, co-payments, coinsurance, or other charges. Program income must be added to funds committed to the project or program and used to further eligible project or program objectives. Subrecipient must have systems in place to account for program income and to ensure its use that is consistent with grant requirements.

XXI. MEDICAID

The Subrecipient understands that if the services performed in accordance with this Agreement are available under the State's Medicaid Plan, the Subrecipient must enter into a participation agreement required by the State Medicaid Plan and must be qualified to receive payment from that plan. Funds received under this Agreement may not be used to provide items or services for which payment has already been made or can be reasonably expected to be received by the Subrecipient from third party payers, including Medicaid, Medicare, Veterans Benefits and/or other state or local programs, prepaid health plans or private insurance. The Subrecipient expressly understands and agrees that this requirement is subject to audit by the County and must be carefully documented in the year-end program report. The Subrecipient must have an on-going system to verify clients' eligibility for payment by Medicaid, Medicare and other third-party payers prior to billing this Contract. The County may withhold all or part of any payments in order to reconcile third party reimbursable expenses inappropriately billed to this Contract. Annually or upon request Subrecipient must provide Ryan White Grant Administration with the individual, group and/or agency Medicaid and NPIN provider numbers, including proof of enrollment in all Medicaid Managed Care Organizations (MCOs) currently operating in the Houston EMA, for all staff and Subrecipients providing Medicaid, Medicare and other third party eligible services.

XXII. NON-DISCRIMINATION

A. The Subrecipient will, in the performance of this Contract, comply with all applicable federal and state laws, standards, orders and regulations regarding equal employment.

B. Further, the Subrecipient will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Subrecipient in the performance of this Contract.

XXIII. INABILITY TO PAY AND LIMITS ON CHARGES

The Subrecipient understands and agrees that any client who is eligible to receive services paid for with Contract funds may not be denied services because of inability to pay. Allowable charges for services paid for with Contract funds are subject to the limitations and guidelines set out in Public Law 101-381, Section 2605 (d) (42 U.S.C. § 300ff-15(e)).

XXIV. COPYRIGHT AND PUBLICATIONS

A. The copyright to all materials created or developed by the Subrecipient with Contract funds are reserved to the Subrecipient. However, the County and HRSA are granted the perpetual, royalty-free, license to copy, use, transfer, and/or disseminate the material in any manner it or they may choose, for any and all purposes, including information, data, software, and/or other materials that are created or developed in connection with, or are the result of the performance of this Contract.

B. The Subrecipient will comply with all applicable regulations, rules and guidelines established by HRSA when issuing statements, press releases, producing printed materials, audiovisuals and other documents describing projects or programs funded, in whole or in part, with the

Contract funds. The Subrecipient will also clearly state that funding for such materials was provided by the County through a grant from HRSA.

XXV. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION (“PHI”) AND ELECTRONIC PROTECTED HEALTH INFORMATION (“EPHI”)

The purpose of this Section, which in context may also be referred to as a “Business Associate Agreement” (“BAA”), is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended (“HIPAA”); privacy and security regulations promulgated by the United States Department of Health and Human Services (“DHHS”); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended (“HITECH Act”); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended (collectively referred to herein as the “Privacy and Security Requirements”).

A. Definitions.

1. “Confidential Information” is information that has been deemed or designated confidential by law (i.e., constitutional, statutory, regulatory, or by judicial decision).
2. “Protected Health Information” (“PHI”) is defined in 45 C.F.R. § 164.501 and is limited to information created or received by Subrecipient from or on behalf of the County.
3. “Electronic Protected Health Information” (“EPHI”) will mean individually identifiable health information that is transmitted by or maintained in electronic media.
4. “Security Incident” will mean the unauthorized access, use, disclosure, modification, or destruction of Confidential Information, including, but not limited to, PHI and EPHI, or interference with the systems operations in an information system, including, but not limited to, information systems containing EPHI. This definition includes, but is not limited to, lost or stolen transportable media devices (e.g., flash drives, CDs, PDAs, cell phones, and cameras), desktop and laptop computers, photographs, and paper files containing Confidential Information, including, but not limited to, PHI and EPHI.

B. General.

1. Subrecipient will hold all PHI and EPHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV’T CODE ANN. §§ 552.001 *et seq.*, as amended.
2. Subrecipient will be bound by and comply with all applicable Federal and State of Texas licensing authorities’ laws, rules, and regulations regarding records and governmental records, including the Privacy and Security Requirements. Compliance with this paragraph is at Subrecipient’s own expense.

3. Subrecipient will cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other process, including investigations, required as a result of Subrecipient's services to the County. Compliance with this paragraph is at Subrecipient's own expense.
 4. The terms used in this BAA will have the same meaning as those terms in the Privacy and Security Requirements.
- C. Representation. Subrecipient represents that it is familiar with and is in compliance with the Privacy and Security Requirements, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.
- D. Business Associate. Subrecipient is a "Business Associate" of the County as that term is defined under the Privacy and Security Requirements.
1. *Nondisclosure of PHI.* Subrecipient agrees not to use or disclose PHI received from or on behalf of the County or created, compiled, or used by Subrecipient pursuant to this Agreement other than as permitted or required by this BAA, or as otherwise required by law.
 2. *Limitation on Further Use or Disclosure.* Subrecipient agrees not to further use or disclose PHI or EPHI received from or on behalf of the County or created, compiled, or used by Subrecipient pursuant to this BAA in a manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by the County, or if either Subrecipient or the County is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.
 3. *Safeguarding PHI.* Subrecipient will use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA or as required by State or Federal law, regulation, or rule.
 4. *Safeguarding EPHI.* Subrecipient will implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the County. These safeguards will include the following:
 - a) Encryption of EPHI that Subrecipient stores and transmits;
 - b) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;
 - c) Use of updated antivirus software;
 - d) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and

- e) Conduct of periodic security training.
5. *Reporting Security Incidents.* Subrecipient will report to the County any Security Incident **immediately** upon becoming aware of such. Subrecipient further will provide the County with the following information regarding the Security Incident as soon as possible, but no more than five (5) business days after becoming aware of the Security Incident: (1) a brief description of what happened, including the dates the Security Incident occurred and was discovered; (2) a reproduction of the PHI or EPHI involved in the Security Incident; and (3) a description of whether and how the PHI or EPHI involved in the Security Incident was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal. If Subrecipient determines that it is infeasible to reproduce the PHI or EPHI involved in the Security Incident, the Subrecipient will notify the County in writing of the conditions that make reproduction infeasible and any information the Subrecipient has regarding the PHI or EPHI involved. Subrecipient will cooperate in a timely fashion with the County regarding all Security Incidents reported to the County.

The County will review all Security Incidents reported by Subrecipient.

Subrecipient will take the following steps in response, to the extent necessary or required by law, including, but not limited to: (1) notifying the individual(s) whose PHI or EPHI was involved in the Security Incident, either in writing, via telephone, through the media, or by posting a notice on the County's website, or through a combination of those methods, of the Security Incident, and (2) providing the individual(s) whose PHI or EPHI was involved in the Security Incident with credit monitoring services for a period of time to be determined by the County, at no cost to the individuals.

The County, to the extent necessary or required by law, will provide notice of the Security Incident, as required by law, to the Secretary of the United States Department of Health and Human Services ("HHS").

Subrecipient will reimburse the County for all expenses incurred as a result of Subrecipient's Security Incidents, including, but not limited to, expenses related to the activities described above. Subrecipient agrees that the County will select the Subrecipients and negotiate the Contracts related to said expenses.

6. *EPHI and Subcontractors.* Subrecipient will require any agent to whom it provides PHI or EPHI, including a subcontractors, to agree to implement reasonable and appropriate safeguards to protect such PHI or EPHI. Further, Subrecipient will give the County at least sixty (60) days advance notice of its intent to provide PHI or EPHI to an agent located outside of the United States.
7. *Subcontractors and Agents.* Subrecipient will require any subcontractors or agent to whom Subrecipient provides PHI or EPHI received from or on behalf of the County or

created, compiled, or used by Subrecipient pursuant to this BAA, to agree to the same restrictions and conditions that apply to Subrecipient with respect to such PHI and EPHI.

8. *Reciprocal Disclosures.* The Parties agree that the Parties may reciprocally disclose and use PHI or EPHI for initial and continuing eligibility and compliance determinations related to the provision of benefits, for auditing and legal compliance purposes, and for compliance with laws, regulations, and rules related to the provision of medical or drug benefits to persons who may be eligible for such benefits under the Medicare Prescription Drug Benefit Program, Part D, or other federal or State of Texas programs. The County agrees:
 - a) to be bound by these provisions with regard to PHI or EPHI received from Subrecipient;
 - b) to restrict access to such PHI or EPHI to the County's Chief Financial Office, the County's Controller, the County's Compliance Officer, the Harris County Attorney's Office, and designated employees of the County's Benefits Department for legal and auditing services; and
 - c) to take disciplinary action against any employee whose willful act violates these provisions and results in an unlawful disclosure of PHI or EPHI.
9. *Mitigation.* Subrecipient will mitigate, to the extent practicable, any harmful effect that is known to Subrecipient of a use or disclosure of PHI or EPHI by Subrecipient, or by a subcontractors or agent of Subrecipient, resulting from a violation of this BAA, including violations of the Privacy and Security Requirements stated herein. Subrecipient also will inform the County in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.
10. *Notice – Access by Individual.* Subrecipient will notify the County in writing within three (3) business days of any request by an individual for access to the individual's PHI or EPHI and, upon receipt of such request, direct the individual to contact the County to obtain access to the individual's PHI. Upon request by the County, Subrecipient will make available PHI and EPHI to the County or, as directed by the County, to an individual in accordance with 45 C.F.R. § 164.524.
11. *Notice – Request for Amendment.* Subrecipient will notify the County in writing within three (3) business days of any request by an individual for an amendment to the individual's PHI or EPHI and, upon receipt of such request from the individual, direct the individual to the County to request an amendment of the individual's PHI or EPHI. Subrecipient will make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to or directed by the County in accordance with 45 C.F.R. § 164.526.
12. *Notice – Request for Accounting.* Upon receipt of any request from an individual for an accounting of disclosures made of the individual's PHI or EPHI, Subrecipient will

- notify the County in writing within three (3) business days of any such request, and upon receipt of such request from the individual, direct the individual to the County for an accounting of the disclosures of the individual's PHI or EPHI. Subrecipient will make available upon request the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pursuant to 45 C.F.R. § 164.528(a), an individual has a right to receive an accounting of certain disclosures of PHI or EPHI in the six (6) years prior to the date on which the accounting is requested.
13. *HHS Inspection.* Upon written request, Subrecipient will make available to HHS or its designee, Subrecipient's internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from, or created or received on behalf of, the County in a time or manner designated by HHS for purposes of HHS determining the County's compliance with the Privacy and Security Requirements.
 14. *County Inspection.* Upon written request, Subrecipient will make available to the County and its duly authorized representatives during normal business hours Subrecipient's internal practices, books, records and documents relating to the use and disclosure of confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the County in a time and manner designated by the County for the purposes of the County determining compliance with the Privacy and Security Requirements. Subrecipient will allow such access until the expiration of four (4) years after the services are furnished under the Contract or subcontract or until the completion of any audit or audit period, whichever is later. Subrecipient will allow similar access to books, records, and documents related to Contracts between Subrecipient and organizations related to or subcontracted by Subrecipient to whom Subrecipient provides confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the County.
 15. *PHI or EPHI Amendment.* Subrecipient will incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by the County pursuant to this BAA when notified by the County that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the Privacy and Security Requirements.
 16. *Documentation of Disclosures.* Subrecipient will document disclosure of PHI or EPHI and information related to such disclosures as is necessary for the County to respond to a request by an individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. § 164.528, as amended.
 17. *Termination Procedures.* Upon termination of this BAA for any reason, Subrecipient will deliver all PHI or EPHI received from the County or created, compiled, or used by Subrecipient pursuant to this BAA within thirty (30) days from the date of termination, or, if specially requested to do so by the County in writing, to destroy all PHI or EPHI within the time frame determined by the County, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when

Subrecipient maintains PHI or EPHI from the County in any form. If Subrecipient determines that transferring or destroying the PHI or EPHI is infeasible, Subrecipient agrees:

- a) to notify the County of the conditions that make transfer or destruction infeasible;
- b) to extend the protections of this BAA to such PHI or EPHI; and
- c) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return, or transfer to the County, or destruction infeasible.

18. *Notice-Termination.* Upon written notice to Subrecipient, the County may terminate any portion of the Agreement under which Subrecipient maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to Subrecipient, the County may terminate the entire Agreement if the County determines, at its sole discretion, that Subrecipient has repeatedly violated a Privacy or Security Requirement.

E. Survival of Privacy Provisions. Subrecipient's obligations with regard to PHI and EPHI will survive termination of this BAA and the Agreement.

F. Amendment Related to Privacy and Security Requirements. The Parties agree to take such action as is necessary to amend this BAA if the County, in its reasonable discretion, determines that amendment is necessary for the County to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this BAA will be resolved to permit the County to comply with the Privacy and Security Requirements.

G. **Indemnification.** Subrecipient will indemnify and hold harmless, to the extent allowed by law, the County and its Board of Managers, officers, employees, and agents (individually and collectively "Indemnitees") against any and all losses, liabilities, judgments, penalties, awards, and costs (including costs of investigations, legal fees, and expenses) arising out of or related to:

- 1. a breach of this BAA relating to the Privacy and Security Requirements by Subrecipient; or
- 2. any negligent or wrongful acts or omissions of Subrecipient or its employees, directors, officers, subcontractors, or agents, relating to the Privacy and Security Requirements, including failure to perform their obligations under the Privacy and Security Requirements.

H. Electronic Mail Addresses. Subrecipient affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.137 *et seq.*, as amended, and will survive termination of this

BAA. This consent will apply to e-mail addresses provided by Subrecipient and agents acting on behalf of Subrecipient and will apply to any e-mail address provided in any form for any reason whether related to this BAA or otherwise.

- I. Except as otherwise limited in this BAA, Subrecipient may use or disclose Protected Health Information it creates or receives from or on behalf of the County to provide the services to or on behalf of the County set out in the Agreement to which this BAA is attached.
- J. This BAA survives the termination of the Agreement and expires seven (7) years after its termination.

XXVI. ACCESS TO BOOKS AND RECORDS OF SUBRECIPIENT

The Subrecipient will keep a separate record of all funds received and disbursed in the performance of this Contract and will provide the County or its designee all requested information, records, papers, reports, and other documents regarding any aspect of the services furnished. Subrecipient will also make records, books, documents, and papers of the Subrecipient that relate in any way to the services provided available for inspection, audit, examination, and copying by the County or its representative. Further, the Subrecipient will allow the Comptroller General of the United States, the Department of Health and Human Services (“HHS”), the County Auditor, and their duly authorized representatives, access to Contracts, books, documents, and records necessary to verify the nature and extent of the costs of the Services provided by the Subrecipient. The Subrecipient will allow such access until the expiration of four (4) years after the Services are furnished in accordance with this Contract or subcontract or until the completion of any audit or audit period, whichever is later. Such access will comply with the regulations of the Centers for Medicare and Medicaid Service (“CMS”) and 42 CFR 420.302, as amended. The Subrecipient will allow similar access to books, records, and documents related to Contracts between the Subrecipient and organizations related to or subcontracted by the Subrecipient, as defined by the regulations of CMS. No records will be destroyed that are required to be kept by federal, state, or county statute, law, rule, ordinance, or order, or by application of conditions of Medicaid or Medicare provider agreements, or by other applicable agreements, including grant applications and requirements entered into between the County or state and third-party payer. The Subrecipient will keep all PHI, as defined herein, and records relating to disclosure of PHI for seven (7) years after the last date of service or, at the County’s option, will transfer such records to the County upon termination of this Agreement.

XXVII. E-MAIL ADDRESSES

The Subrecipient affirmatively consents to disclosure of its e-mail addresses provided to the County any County agency or department. This consent is intended to comply with the requirements of section 552.137 of the Texas Government Code, as amended, and will survive termination of this Agreement. This consent will apply to e-mail addresses provided by the Subrecipient and agents acting for the Subrecipient and will apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

XXVIII. GENERAL PROVISIONS

- A. **Governing Laws.** This Agreement will be interpreted under the laws of the State of Texas and applicable federal law. Exclusive venue for any cause of action arising out of or in relation to this Agreement will be in Harris County, Texas.
- B. **Captions.** The captions at the beginning of the numbered articles of this Contract are guides and labels to assist in locating and reading such articles, and, therefore, will be given no effect in construing this Contract and will not be restrictive of the subject matter of any article, section or part of this Contract.
- C. **Successors and Assigns.** This Contract will bind and benefit the respective parties and their legal successors, and will not be assignable, in whole or in part, by any party hereto without first obtaining the written consent of the other party.
- D. **Severability.** If any provision of this Contract is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions will be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein.
- E. **Anti-Boycott.** In accordance with Tex. Gov't Code Ann. § 2270.002, Subrecipient warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.
- F. **No Third-Party Beneficiaries.** The County is not obligated or liable to any party other than Contractor for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party. Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.
- G. **No Personal Liability; No Waiver of Immunity.** Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County. The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.
- H. **Energy Company.** Subrecipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Subrecipient meets an exemption under subsection (c), then, as

required by subsection (b), Subrecipient's signature on this Agreement constitutes Subrecipient's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

- I. Firearm and Ammunition Industries. Subrecipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Subrecipient meets an exemption under subsection (c) or section 2274.003, then, as required by subsection (b) of section 2274.002, Subrecipient's signature on this Agreement constitutes Subrecipient's written verification that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the contract.
- J. Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Subrecipient warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Subrecipient does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- K. Amendments and Modifications. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument will be of no force and effect excepting a subsequent modification in writing signed by all parties hereto.
- L. Entire Agreement. This Contract, including Attachments Nos. 01, 02 and 03 contain the entire agreement between the County and the Subrecipient, and supersedes all prior negotiations, representations and agreements whether written or oral.

APPROVED AS TO FORM:

HARRIS COUNTY

CHRISTIAN D. MENEFEE

County Attorney

By: 

T. Scott Petty
Senior Assistant County Attorney
C.A. File No. 24GEN0554

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

ATTEST:

By: _____

Secretary

AIDS Healthcare Foundation

By: 

Michael Weinstein, President

Date signed: March 28, 2024

ATTACHMENT NO. 01

SECTION I. SCOPE OF SERVICES

HRSA Service Category: 1. Outpatient/Ambulatory Medical Care
2. Medical Case Management

Local Service Category: Adult Comprehensive Primary Medical Care – CBO MAI
i. Community-based Targeted to African American
ii. Community-based Targeted to Hispanic

Amount Available: MAI Allocation Amount: \$174,952.00

Primary Medical Care: \$131,214.00
i. Targeted to African American: \$78,307.20
ii. Targeted to Hispanic: \$52,906.80

Medical Case Management: \$ 43,738.00
i. Targeted to African American: \$27,333.25
i. Targeted to Hispanic: \$16,404.75

Note: The Houston Ryan White Planning Council (RWPC) determines overall annual Part A and MAI service category allocations & reallocations. RWGA has sole authority over contract award amounts.

Target Population: Comprehensive Primary Medical Care – Community Based MAI
i. Targeted to African American: African American ages 13 or older
ii. Targeted to Hispanic: Hispanic ages 13 or older

Client Eligibility: PLWHA residing in the Houston EMA (prior approval required for non-EMA clients). Subrecipient must adhere to Targeting requirements and Budget limitations as applicable.
Age, Gender, Race, Ethnicity, Residence, etc.

Financial Eligibility: *See Approved Financial Eligibility for Houston EMA/HSDA*

Budget Type: Hybrid Fee for Service

Budget Requirement or Restrictions: **Primary Medical Care:**
100% of clients served with MAI funds must be members of the targeted population.

Service Unit Definition/s: **Outpatient/Ambulatory Medical Care:** One (1) unit of service = One (1) primary care office/clinic visit or telehealth which includes the following:

- Primary care physician/nurse practitioner, physician's assistant or clinical nurse specialist examination of the patient, and

- Medication/treatment education
- Medication access/linkage
- OB/GYN specialty procedures (as clinically indicated)
- Nutritional assessment (as clinically indicated)
- Laboratory (as clinically indicated, not including specialized tests)
- Radiology (as clinically indicated, not including CAT scan or MRI)
- Eligibility verification/screening (as necessary)
- Follow-up visits wherein the patient is not seen by the MD/NP/PA are considered to be a component of the original primary care visit.

Medical Case Management: 1 unit of service = 15 minutes of direct medical case management services to an eligible PLWHA performed by a qualified medical case manager.

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.

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.

Standards of Care: Subrecipients must adhere to the most current published Part A/B Standards of Care for the Houston EMA/HSDA. **Services must meet or exceed applicable United States Department of Health and Human Services (DHHS) guidelines for the Treatment of HIV/AIDS.**

Local Service Category Definition/Services to be Provided: **Outpatient/Ambulatory Primary Medical Care:** Services include on-site physician, physician extender, nursing, phlebotomy, radiographic, laboratory, pharmacy, intravenous therapy, home health care referral, licensed dietician, patient medication education, and patient care coordination. The Subrecipient must provide continuity of care with inpatient services and subspecialty services (either on-site or through specific referral to appropriate medical provider upon primary care Physician's order).

Services provided to women shall further include OB/GYN physician & physician extender services on-site or by referral, OB/GYN services, colposcopy, nursing, phlebotomy, radiographic, laboratory, pharmacy, intravenous therapy, home health care referral, licensed dietician, patient medication/women's health education, patient care coordination, and social services. The Subrecipient must provide continuity of care with inpatient services and subspecialty services (either on-site or through specific referral protocols to appropriate agencies upon primary care Physician's order).

Outpatient/Ambulatory Primary Medical Care must provide:

- Continuity of care for all stages of adult HIV infection;
- Laboratory and pharmacy services including intravenous medications (either on-site or through established referral systems);
- Outpatient psychiatric care, including lab work necessary for the prescribing of psychiatric medications when appropriate (either on-site or through established referral systems);
- Access to the Texas ADAP program (either on-site or through established referral systems);
- Access to compassionate use HIV medication programs (either directly or through established referral systems);
- Access to HIV related research protocols (either directly or through established referral systems);
- Must at a minimum, comply with Houston EMA/HSDA Part A/B Standards for HIV Primary Medical Care. The Subrecipient must demonstrate on an ongoing basis the ability to provide state-of-the-art HIV-related primary care medicine in accordance with the most recent DHHS HIV treatment guidelines. Rapid advances in HIV treatment protocols require that the Subrecipient provide services that to the greatest extent possible maximize a patient's opportunity for long-term survival and maintenance of the highest quality of life possible.

- On-site Outpatient Psychiatry services.
- On-site Medical Case Management services.
- On-site Medication Education.
- Physical therapy services (either on-site or via referral).
- Specialty Clinic Referrals (either on-site or via referral).
- On-site pelvic exams as needed for female patients with appropriate follow-up treatment and referral.
- On site Nutritional Counseling by a Licensed Dietitian.

Services for women must also provide:

- Well woman care, including but not limited to: PAP, pelvic exam, HPV screening, breast examination, mammography, hormone replacement and education, pregnancy testing, contraceptive services excluding birth control medications.
- Obstetric Care: ante-partum through post-partum services, child birth/delivery services. Perinatal preventative education and treatment.
- On-site or by referral Colposcopy exams as needed, performed by an OB/GYN physician, or physician extender with a colposcopy provider qualification.
- Social services, including but not limited to, providing women access to child care, transportation vouchers, food vouchers and support groups at the clinic site;

Screening for Eye Disorders: Subrecipient must ensure that patients receive appropriate screening and treatment for CMV, glaucoma, cataracts, and other related problems.

Medical Case Management Services: Services include screening all primary medical care patients to determine each patient's level of need for Medical Case Management services, performing a comprehensive assessment, including an assessment of the patient's health literacy, and developing a medical service plan for each client that demonstrates a documented need for such services, monitoring medical service plan to ensure its implementation, and educating client regarding wellness, medication and health care appointment adherence. The Medical Case Manager serves as an advocate for the client and as a liaison with medical providers on behalf of the client. The Medical Case Manager ensures linkage to mental health, substance abuse and other client services as indicated by the medical service plan.

Agency
Requirements:

Providers and system must be Medicaid/Medicare certified.

Eligibility and Benefits Coordination: Subrecipient must implement consumer-friendly, culturally and linguistically appropriate new and ongoing patient eligibility verification and benefit coordination processes that ensure accountability with Ryan

White Payer of Last Resort requirements while achieving maximum utilization of eligible benefits. Eligibility processes should provide clients with a meaningful understanding of their benefits, expected out-of-pocket expenses and other information needed to ensure full and continued participation in care.

Staff Requirements: Subrecipient is responsible for ensuring that services are provided by State licensed internal medicine and OB/GYN physicians, specialty care physicians, psychiatrists, registered nurses, nurse practitioners, vocational nurses, pharmacists, physician assistants, clinical nurse specialists, physician extenders with a colposcopy provider qualification, x-ray technologists, State licensed dieticians, licensed social worker and ancillary health care providers in accordance with appropriate State licensing and/or certification requirements and with knowledge and experience of HIV disease. In addition, Subrecipient must ensure the following staff requirements are met:

Medication and Adherence Education: The program must utilize an RN, LVN, PA, NP, pharmacist or MD licensed by the State of Texas, who has at least two (2) years paid experience in the preceding five (5) years in HIV/AIDS care, to provide the educational services. Licensed social workers who have at least two (2) years paid experience in the preceding five (5) years in HIV/AIDS care may also provide adherence education and counseling.

Special Requirements: **All primary medical care services must meet or exceed current United States DHHS Treatment Guidelines for the treatment and management of HIV disease.**

Primary Medical Care Services: Services funded under this grant cannot be used to supplant insurance or Medicare/Medicaid reimbursements for such services. Clients eligible for such reimbursement may not be billed to this contract. Medicare and private insurance co-payments may be eligible for reimbursement under Ryan White Health Insurance Assistance (HINS) program guidelines. Patients needing such assistance should be referred to the local Ryan White-funded HINS provider for assistance. Under no circumstances may the Subrecipient bill the County for the difference between the reimbursement from Medicaid, Medicare or Third Party insurance and the fee schedule under the contract. Furthermore, potential clients who are Medicaid/Medicare eligible or have other Third Party payers may not be denied services or referred elsewhere by the Subrecipient based on their reimbursement status (i.e. Medicaid/Medicare eligible clients may not be referred elsewhere in order that non-Medicaid/Medicare eligible clients may be added to the contract). Failure to serve Medicaid/Medicare eligible clients based on their reimbursement status will be grounds for the immediate termination of contract.

For primary medical care services targeted to the Latino community at least 50% of the clinical care team must be fluent in Spanish.

Diagnostic Procedures: A single Diagnostic Procedure limited to procedures on the approved list of diagnostic procedures (see below) without prior County approval.

Approved diagnostic procedures will be reimbursed at invoice cost. Part A and Part A/MAI-funded programs must refer to the RWGA website for the most current list of approved diagnostic procedures and corresponding codes: www.hcphtx.org/rwga. **Diagnostic procedures not listed on the website must have prior approval by RWGA.**

Maintaining Referral Relationships (Point of Entry Agreements): Subrecipient must maintain appropriate relationships with entities that constitute key points of access to the health care system for individuals with HIV disease, including but not limited to, Harris Health System and other Houston EMA-located emergency rooms, Harris County Jail, Texas Department of Criminal Justice incarceration facilities, Immigration detention centers, substance abuse treatment and detoxification programs, adult and juvenile detention facilities, Sexually Transmitted Disease clinics, federally qualified health centers (FQHC), HIV disease counseling and testing sites, mental health programs and homeless shelters. These referral relationships must be documented with written collaborative agreements, contracts or memoranda of understanding between Subrecipient and appropriate point of entry entities and are subject to audit by RWGA. Subrecipient and POE entity staff must regularly (e.g. weekly, bi-weekly depending on volume of referrals) meet 1:1 to discuss new referrals to primary medical care services. Such case conferences must be documented in the client record and properly entered into the CPCDMS.

Use of CPCDMS Data System: Subrecipient must comply with CPCDMS business rules and procedures. Subrecipient must enter into the CPCDMS all required clinical data, including but not limited to, HAART treatment including all changes in medication regimens, Opportunistic Infections, screening and treatment for STDs and Hepatitis A, B, C and other clinical screening and treatment data required by HRSA, TDSHS and the County. Subrecipient must perform Registration updates in accordance with RWGA CPCDMS business rules for all clients wherein Subrecipient is client's CPCDMS record-owning agency. Subrecipient must utilize an electronic verification system to verify insurance/3rd party payer status monthly or per visit (whichever is less frequent).

Bus Pass Distribution: The County will provide Subrecipient with METRO bus pass vouchers. Bus Pass vouchers must be distributed in accordance with RWGA policies and procedures, standards of care and financial eligibility guidelines. Subrecipient may only issue METRO bus pass vouchers to clients wherein the Subrecipient is the CPCDMS record owning Subrecipient. METRO bus pass vouchers shall be distributed as follows:

Expiration of Current Bus Pass: In those situation wherein the bus pass expiration date does not coincide with the CPCDMS registration update the Subrecipient must distribute METRO bus pass vouchers to eligible clients upon the expiration of the current bus pass or when a Value-based bus card has been expended on eligible

transportation needs. Subrecipient may issue METRO bus passes to eligible clients living outside the METRO service area in those situations where the Subrecipient has documented in the client record that the client will utilize the METRO system to access needed HIV-related health care services located in the METRO service area.

Gas Cards: Primary Medical Care Subrecipients must distribute gasoline vouchers to eligible clients residing in the rural service area in accordance with RWGA policies and procedures, standards of care and financial eligibility guidelines. Gas Cards are only available to Rural primary medical care Subrecipients without prior approval by RWGA.

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 2/28/25 to provide at least **793** unduplicated eligible People Living With HIV (PLWHA) adult clients¹ as listed below with comprehensive outpatient primary health care and medical case management services as documented by entries in the CPCDMS database. The population targets for this contract are:

- a. African American (non-Hispanic): **345** unduplicated PLWHA with outpatient primary care services and **115** unduplicated PLWHA with medical case management services.
- b. Hispanic: **250** unduplicated PLWHA with outpatient primary care services and **83** unduplicated PLWHA with medical case management services.

Objectives are subject to revision upon issuance of final (total) contract amount.

¹ For purposes of calculating unduplicated clients served, a client shall be counted if they had two or more physician or physician extender visits more than 90 days apart between 3/1/24 and 5/31/24, including visits charged to MAI.

SECTION II. SPECIAL PROVISIONS

Subrecipient agrees to submit billing under the following criteria:

1. All bills must be submitted no later than 16 days after the end of each month in which services were provided.
2. All required CPCDMS data entry for each billing month must be entered into the CPCDMS no later than 16 days, match any extension, after the end of each month in which services were provided.
3. All charges not eligible to be billed to this contract may be billed to patients according to subrecipient's billing procedures.

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:

23.36%	Women (ages 25 and older)
0.01%	Infants (ages 0 - < 1 year)
0.12%	Children (ages 1 – 12 years)
3.39%	Youth (ages 13 – 24)

ATTACHMENT NO. 02

BUDGET Medical Case Management

Total

FEE CHARGED PER UNIT OF SERVICE

\$30.00

1 unit of service = 15 minutes of direct client service providing medical care coordination by a Medical Case Manager for eligible HIV-infected clients, including other allowable activities*. Subrecipient must enter time in exact increments of 1 minute each. For example, 23 minutes of medical case management services to an eligible client must be entered into the CPCDMS as 23 minutes. Subrecipient 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 (2) units for a comprehensive assessment or service plan, and one (1) unit for a brief assessment.*

NUMBER OF UNITS OF SERVICE TO BE PROVIDED

1,457.93

TOTAL COST OF THESE SERVICES

(\$30.00 x 1,457.93)

\$43,738.00

Personnel	\$25.00
Fringe	\$ 5.00
Travel	\$.00
Equipment	\$.00
Supplies	\$.00
Contractual	\$.00
Other	\$.00
TOTAL	\$30.00

*** 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

ATTACHMENT NO. 02

BUDGET

Primary Health Care Visits by Physician or Physician Extender

Total

FEE CHARGED PER UNIT OF SERVICE

\$345.00

One (1) unit of service = One (1) primary care office/clinic visit which includes the following:

- Primary care physician/nurse practitioner, physician's assistant or clinical nurse specialist examination of the patient, and
- Medication/treatment education
- Medication access/linkage
- Nutritional assessment (as clinically indicated)
- Laboratory (as clinically indicated, not including specialized tests)
- Radiology (as clinically indicated, not including CAT scan or MRI)
- Eligibility verification/screening (as necessary)
- Follow-up visits wherein the patient is not seen by the MD/NP/PA are considered to be a component of the original primary care visit. In situations where a client is examined by both the Physician and Physician Extender on the same date, only the Physician Visit may be billed.

NUMBER OF UNITS OF SERVICE TO BE PROVIDED

380.22

TOTAL COST OF THESE SERVICES

(\$345.00 x 380.22)

\$131,175.29

Personnel	\$269.43
Fringe	\$ 53.89
Travel	\$.00
Equipment	\$.00
Supplies	\$.00
Contractual	\$.00
Other	<u>\$ 21.68</u>
TOTAL	\$345.00

Total Amount of Funds for Disbursements of Diagnostic Procedures*

\$38.71

A single Diagnostic Procedure limited to procedures listed on the *Approved List of Diagnostic Procedures* located at www.hcphtx.org/rwga Approved diagnostic procedures will be reimbursed at invoice cost. *Diagnostic procedure codes must be provided on invoice to process reimbursements.

TOTAL

\$174,952.00

Total reimbursements to the Subrecipient under the Contract shall not exceed \$174,952.00. The Subrecipient further understands and agrees that the Subrecipient shall only be reimbursed for expenses incurred in connection with the Subrecipient's adult outpatient primary medical health care program targeted to African Americans and Hispanics.

The Subrecipient shall submit its final request for payment to the County no later than March 21, 2025.

ATTACHMENT NO. 03

**Certification of Compliance
With The Drug-Free Workplace Act of 1988**

AIDS Healthcare Foundation certifies that it has been furnished a copy of the Drug-Free Workplace Act of 1988, Section 5151-5160 (41 U.S.C. 701), Public Law 100-690 and hereby certifies that it is in compliance with such Act.



Signature

Michael Weinstein

Printed Name

President

Title

March 28, 2024

Date

SUBSCRIBED AND SWORN TO BEFORE ME on this ____ day of _____, 2024, to certify which witness my hand and seal of office.

see attached California jurat

Notary Public, State of Texas

Notary Public's Printed Name

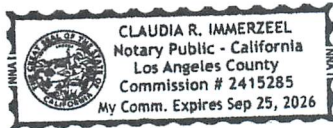
My commission expires: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 28th
day of March, 2024, by Michael Weinstein

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature Claudia R. Immerzeel

ORDER OF COMMISSIONERS COURT
AUTHORIZING AGREEMENT WITH AIDS HEALTHCARE FOUNDATION

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 AGREEMENT WITH AIDS HEALTHCARE FOUNDATION TO
PROVIDE SERVICES TO CERTAIN HIV-INFECTED AND AFFECTED PERSONS IN THE
HOUSTON ELIGIBLE METROPOLITAN AREA

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 an agreement in an amount not to exceed \$174,952.00 with AIDS Healthcare Foundation to provide services to certain HIV-infected and affected individuals in the Houston Eligible Metropolitan Area. The Agreement 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.

CONTRACT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Contract (sometimes “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 **AIDS Healthcare Foundation**, (“the Subrecipient”).

I. PURPOSE

A. The County has been awarded federal grant funds from a federal grant program established by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (“Act”) that makes from the United States Public Health Service, Health Resources and Services Administration (“HRSA”) federal assistance funds available to the County. That federal assistance is directed through the office of the urban county’s chief elected official (“the County Judge of Harris County”) that administers the public health agency providing outpatient and ambulatory services to the greatest number of individuals with AIDS, as reported to and confirmed by the Centers for Disease Control. The amounts received for participating in the grant program are to be used to provide direct financial assistance to qualified entities for the purpose of delivering core medical services and support services.

B. The County Judge of Harris County has established the Houston Area Ryan White Planning Council (“Planning Council”) that is responsible for establishing priorities for the allocation of funds and the development of a comprehensive plan for the organization and delivery of health services described in section 300ff-14 of the Act, that are compatible with any existing State or local plan for the provision of health services to individuals with HIV disease and the assessment of the efficiency of the administrative mechanism in order to rapidly allocate funds to the areas of greatest need. The County desires to obtain the services of the Subrecipient to provide certain services to certain HIV-infected and affected individuals in the Houston Eligible Metropolitan Area.

II. SCOPE OF SERVICES

The Subrecipient will perform the work described in the Scope of Work set out in Attachment No. 01, called “Services” throughout this Contract. The Attachment is incorporated into this Contract as though copied verbatim in it. The Subrecipient understands and agrees that the funds provided by the County may only be used for the Services.

III. STANDARDS

A. The Subrecipient will perform all of the Services and other obligations of this Contract in accordance with generally accepted, applicable standards and will comply with all federal, state, or local laws, rules, regulations, ordinances and the grant award that in any manner affect its performance of this Contract and/or its receipt, disbursement, and accounting of funds received for its performance of this Contract. The goals, terms, and requirements of the federal grant from HRSA to the County are incorporated in this Contract by reference.

B. During all times in which Subrecipient has an active Ryan White Contract with the County, Subrecipient must annually register with the Federal Government's System for Award Management ("SAM"), providing it with current, accurate information Subrecipient must ensure that its SAM registration is active and MPIN is current. Information about registering with the SAM can be found at <https://usfcr.com/>.

C. The Subrecipient will ensure that personnel providing Services have all licenses required by law and/or are qualified to perform those Services. The Subrecipient will further ensure that all program and/or facility licenses necessary to provide the required Services are current and to immediately notify the County if any such licenses become invalid or are canceled during the term of this Contract.

D. The Subrecipient will immediately notify the Executive Director of the Harris County Public Health (PHS) Department ("Executive Director"), or other person designated by the Executive Director, of any problems, delays or adverse conditions that will affect the ability of the Subrecipient to perform its Contract obligations. All such notices will include a statement of actions taken or to be taken by the Subrecipient to resolve the problems, delays or adverse conditions. The Subrecipient will also promptly notify the Executive Director, or his or her duly authorized representative, if it anticipates providing the Services with a lower cost than the allocated amount or within a shorter period of time than the Contract term.

E. The Subrecipient will develop, implement and maintain financial management and control systems that meet or exceed the requirements established by HRSA. These requirements will include, but will not be limited to:

1. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of associated costs;
2. A financial management system to include:
 - (a) accurate and complete payroll, accounting, and financial reporting records;
 - (b) cost source documentation;
 - (c) effective internal budgetary controls;
 - (d) determination of reasonableness, allowability and allocability of costs; and
 - (e) timely and appropriate audits and resolution of any audit findings; and

If fees are charged to clients receiving Services, a fee schedule, including: a) a system for discounting or adjusting charges based on a client's Modified Adjusted Gross Income (MAGI) and family size, in accordance with the requirements of the Act, b) a mechanism for billing and collecting fees from third party payers and c) a mechanism for reasonable efforts to collect allowable fees from clients. Charges by Subrecipient for the provision of Services must be a sliding fee schedule that is

available to the public. Individual annual aggregate charges to patients receiving Services must conform to the following limits:

INDIVIDUAL/FAMILY ANNUAL GROSS INCOME	TOTAL ALLOWABLE ANNUAL CHARGES
Equal to or below official poverty line ("OPL")	No charges permitted
101% to 200% of OPL	5% or less of MAGI
201% to 300% of OPL	7% or less of MAGI
300+% of OPL	10% or less of MAGI

"Aggregate Charges" means annual charges imposed for all Services regardless of terminology (i.e. enrollment fees, premiums, deductibles, cost-sharing, co-payments, coinsurance, etc.) and applies to all service providers from whom individuals receive Services. A simple application showing annual gross salary of an individual or family will be used to establish the appropriate level of fees.

F. Anti-kickback Statue. The Subrecipient will comply with 42 USC 1320a-7b(b) by: 1) implementing an employee Code of Ethics or Standards of Conduct policy, 2) personnel policies, 3) for Medicaid and Medicare providers, implementing a Corporate Compliance Plan, 4) implementing Bylaws and policies that include ethics standards or business conduct practices, 5) maintaining documentation of any employee or Board Member violation of the Code of Ethics or Standards of Conduct policy, and 6) maintaining documentation of any complaint of violation of the Code of Ethics or Standards of Conduct and resolution of the complaint.

G. The Subrecipient must comply with all applicable Provider/Subgrantee Requirements and Responsibilities detailed in the HRSA HIV/AIDS Bureau (HAB) National Monitoring Standards for Ryan White HIV/AIDS Part A and Part B Grantees and implemented by Harris County Public Health/Ryan White Grant Administration. The most current Ryan White Programmatic and Fiscal Monitoring Standards may be found: <https://careacttarget.org/library/part-and-b-monitoring-standards>

H. The Subrecipient will participate in all evaluations, studies, and reviews conducted by either the County or the Planning Council regarding services funded with Ryan White grant funds.

I. The Subrecipient will participate in the Outcome Evaluations, Standards of Care, Quality Assurance and Quality Management activities conducted by the County regarding services funded with Ryan White grant funds.

J. The Subrecipient may not subcontract any of its duties or obligations of this Contract without the express written consent of the County. Any request for the right to use a subcontractor will include the name and address of the subcontractor and a copy of the proposed subcontract. As a condition of granting permission to use a subcontractor, the County may require changes or additions to the subcontract.

K. It is understood and agreed between the parties that the Subrecipient's performance of the obligations of this Contract will be reviewed by the County. The Subrecipient's failure to perform any of its Contract obligations in accordance with all terms and conditions of this Contract will be considered in any future allocation of Ryan White grant funds by the County.

L. **41 U.S.C. § 4712.** Subrecipient must comply with 41 U.S.C. § 4712 regarding enhancement of contractor protection from reprisal for disclosure of certain information. This program requires all grantees, their subgrantees, and subcontractors to:

1. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the program;
2. Inform their employees in writing of employee whistleblower protections of this law in the predominant native language of the workforce: and,
3. Include such requirements in any agreement made with a subcontractors or subgrantee.

M. Fraud, Waste or Abuse Hotline. Subrecipient shall immediately report to the County through the County's Fraud, Waste, or Abuse Hotline and also notify the County in accordance with all the Notice provisions contained in this Agreement all suspected or known instances and facts concerning fraud, waste, abuse, or criminal activity under this Agreement. The County's Fraud, Waste, or Abuse Hotline can be accessed by phone at 866-556-8181 or online at <https://secure.ethicspoint.com/domain/media/en/gui/68174/index.html>

IV. TIME OF PERFORMANCE

The term of this Contract will begin on March 01, 2024 and end on February 28, 2025, unless sooner terminated as provided by any provision hereof. The County may offer one-year renewal options based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by Harris County Commissioners Court. Once renewal options are exhausted, the Contract must be rebid. The County reserves the right to rebid at any time that it deems to be in its best interest but is not bound to automatically renew.

V. COMPENSATION AND PAYMENT FOR SERVICES

A. Attachment No. 02, incorporated by reference as though copied verbatim, is the Budget for this Contract. Subject to the limitation upon and the availability of funds provided by HRSA to the County for the performance of Services, the County will pay the Subrecipient the costs and expenses that are described in that Attachment. The amounts stated in that Attachment are the total maximum sums specifically allocated to fully discharge any and all liabilities that may be incurred by the County for Subrecipient's performance of this Contract.

B. It is expressly understood and agreed that the total maximum funds for the performance of this Contract are stated in the Auditor's Certificate, below. Additional funds will not be available unless first certified to be available by the County Auditor. The Subrecipient further understands and agrees that this Contract is contingent upon the County's receipt of funds from HRSA. The County has no other funds for the payment of Contract obligations. The County is not obligated to pay Subrecipient for the performance of any portion of this Contract unless the County has received funds for that (those) purpose(s) from HRSA and certified available by the County Auditor. Subrecipient must assure itself that sufficient funds have been allocated for the provision of Services. The County is not obligated to pay Subrecipient any amount spent by Subrecipient that HRSA determines not to be reimbursable from federal grant funds. The Subrecipient will refund to the County any and all amounts paid to it by the County for items that HRSA determines are not subject to payment from federal grant funds. The

Subrecipient will have no right of action against the County because of the County is unable to perform its obligations of this Contract as a result of the suspension, termination, withdrawal, failure, or lack of sufficient funding from HRSA to the County.

C. On or about the last day of each calendar month during which it provides Services, the Subrecipient will submit an itemized Statement, called "Statement" throughout this Contract, sworn to by the Subrecipient to be true and correct, to the Executive Director, in a form acceptable to the County Auditor, describing in detail those Services, the cost, compensation and expense reimbursement claimed. No amount in excess of an average of one-twelfth (1/12) of the total amount of the Contract will be included in the Statement without prior written approval by the County. Statements will show the name and classification of each person performing Services and the date(s) and time(s) the Services were performed. The Subrecipient will enter all Services into the Centralized Patient Care Data Management System ("CPCDMS") prior to submitting a Statement for payment. Documentation supporting a Statement will also include details of the work, units/duration, the unique identifier (11-character code) of the client(s) receiving Services and the expenses claimed that may be requested by the County Auditor for verification purposes. The Subrecipient will also provide copies of any documents, records, or information requested by the Ryan White Grant Administration or the County Auditor. The Executive Director will review each Statement and approve it with modifications, if any, it deems appropriate and will pay it within twenty (20) calendar days after approval by the County Auditor.

D. Any payments by the County to the Subrecipient may be withheld if the Subrecipient fails to comply with the County's reporting requirements, the program objectives, or other requirements relating to the Subrecipient's performance of work and Services required by this Contract.

E. The Subrecipient understands and agrees that the County will reimburse Subrecipient only for costs incurred in the performance of this Contract that conform to requirements of all applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement with HRSA grant funds. Administrative costs charged by the Subrecipient in the performance of this Contract may not exceed ten percent (10%) of the total charges billed to the County, unless previously approved by the County in writing.

F. The Consolidated Appropriations Act, 2023 (P.L.118-15), enacted November 11, 2023, 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 \$221,900.00, effective January 1, 2024. 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.

G. The Subrecipient must, prior to billing this Contract, have an on-going system to verify clients' eligibility for payment by Medicaid/Medicare and private health insurance, including health insurance purchased through the federal health insurance exchange or Marketplace implemented under the Patient Protection and Affordable Care Act ("ACA"). The County may withhold all or part of any

payments in order to reconcile Medicaid/Medicare or other health insurance reimbursable expenses inappropriately billed to this Contract.

H. Payer of Last Resort. Subrecipient must screen and document financial eligibility and proof of HIV status during each program year. All non-Ryan White fiscal resources, including the clients own resources, must be first used before using, committing, or obligating Ryan White grant funds. Under current HAB and VA policy, veterans receiving VA health benefits will be considered as uninsured, thus exempting veterans from the Payer of Last Resort requirements.

I. The Subrecipient understands and agrees that funds received for the performance of this Contract will not be used to supplant state, local or other federal funds received by the Subrecipient. The County may withhold all or part of any payments to the Subrecipient to offset any reimbursement made to the Subrecipient for any ineligible expenditure not yet refunded to the County by the Subrecipient. Payments to the Subrecipient may also be denied for Subrecipient's failure to furnish required financial reports to the County, failure to respond to financial compliance monitoring reports, or failure to meet program requirements specified in the Scope of Work set out in Attachment No. 01.

J. If the County determines the Subrecipient will not use all of the allocated funds, then the County will reduce the allocated amount so that those funds do not remain unspent, and may be promptly reallocated to other HIV service providers as allowed by the County's procurement procedures. The County will notify the Subrecipient in writing of it reduces the allocated amount. A decision by the County to reduce allocations will be final.

K. The decision of the County Auditor regarding a dispute between the parties over payment to the Subrecipient for Services will be final.

VI. TERMINATION

A. The County may upon thirty (30) calendar days written notice to the Subrecipient, terminate all or any part of this Contract for:

1. Failure of the Subrecipient to comply with the County's reporting requirements, the program objectives, the terms, conditions or standards of this Contract, applicable federal, state or local laws, rules, regulations and ordinances, or any other requirements set out in this Contract;
2. Failure of the Subrecipient to perform the work and Services required by this Contract within the time specified or any extension of time;
3. Failure of the Subrecipient to correct its noncompliance with any term(s) or provision(s) of this Contract within thirty (30) calendar days (or an extension authorized by the County, in writing) after receiving notice of noncompliance from the County; or
4. Reduction, depletion or unavailability of funds allocated to County by HRSA during the Contract term.

B. Notwithstanding subparagraph A, above, the Executive Director may immediately terminate or suspend this Contract to protect the health and safety of clients.

C. Notwithstanding subparagraph A of this Article VI, this Contract may be terminated upon shorter notice if both parties agree.

D. Termination of the Contract will be accomplished by delivering a written notice of termination to the Subrecipient specifying the extent the performance of work or Services has been terminated and the effective date of termination. After receipt of said termination notice, the Subrecipient will stop its work on termination date to the extent specified in the notice. Upon receipt of the notice, the Subrecipient will incur no new obligations and will cancel any outstanding obligations. To the extent federal funds are available and reimbursement is permitted, the County will reimburse the Subrecipient for noncancellable obligations that were incurred prior to the termination date.

E. Upon termination of this Contract, any and all unspent funds that were paid by the County to the Subrecipient for the performance of this Contract will be returned to the County.

F. The County may terminate a Contract at any time if the Subrecipient employs, in any capacity, any person who is then currently employed by Ryan White Grant Administration of Harris County Public Health, or who has been employed by the Ryan White Grant Administration within the six (6) months immediately preceding the commencement of employment by the Subrecipient. For the purposes of this paragraph, the term “employs in any capacity” will mean the receipt of services of any kind in exchange for consideration, regardless of whether the person performs the services as an employee, consultant, agent, independent Contractor, subcontractors or in some other capacity. The Executive Director of Harris County Public Health may waive this requirement upon written request from the Subrecipient. The granting of a waiver is at the discretion of the Executive Director and any such decision by the Executive Director is final.

VII. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). Subrecipient must abide by the following requirements:

TRAFFICKING IN PERSONS

A. Provisions applicable to a recipient that is a private entity:

1. Subrecipient, Subrecipient’s employees, subcontractors of this award, and subcontractors' employees may not:

i. Engage in severe forms of trafficking in persons during the term of this Contract;

ii. Procure a commercial sex act during the term of this Contract;

iii. Use forced labor in the performance of the award or sub-awards mentioned in this Agreement.

2. The Federal awarding agency may unilaterally terminate this award, without penalty, if Subrecipient or a subcontractors that is a private entity:

i. is determined to have violated a prohibition in paragraph A.1; or

ii. has an employee who is determined by the agency official authorized to terminate this Contract to have violated a prohibition in paragraph A.1 through conduct that is either:

A. associated with performance of this Contract; or

B. imputed to Subrecipient or the subcontractors using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by Federal awarding agency at 2 CFR part 376.

B. Provisions applicable to a recipient other than a private entity:

The Federal awarding agency may unilaterally terminate this award, without penalty, if a subcontractor that is not a private entity:

1. is determined to have violated an applicable prohibition in paragraph A.1; or

2. has an employee who is determined by the Federal awarding agency official authorized to terminate this Contract to have violated an applicable prohibition in paragraph A.1 through conduct that is either:

i. associated with performance of this Contract; or

ii. imputed to the Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by Federal awarding agency at 2 CFR part 376.

C. Provisions applicable to any recipient:

1. Subrecipient must inform County immediately of any information it receives from any source alleging a violation of a prohibition in paragraph A.1.

2. County’s right to terminate unilaterally that is described in paragraph A.2 or B of this section:

- i. implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. is in addition to all other remedies for noncompliance that are available to Federal awarding agency under this award.
- 3. Subrecipient must include the requirements of paragraph A.1 in any sub-award you make to a private entity.

D. Definitions. For purposes of this Contract:

- 1. “Employee” means either:
 - i. an individual employed by Subrecipient or a subcontractor who is engaged in the performance of the project or program required by this Contract; or
 - ii. another person engaged in the performance of the project or program required by this Contract and not compensated by Subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. “Private entity” means:
 - i. any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25; and
 - ii. includes:
 - A. a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
- 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**VIII. CERTIFICATION REGARDING LOBBYING AND COMPLIANCE
WITH THE DRUG-FREE WORKPLACE ACT OF 1988**

- A. The Subrecipient will comply with the requirements of section 1352 of Public Law 101-121 (31 U.S.C. § 1352) and 45 CFR Part 93 and will require the same compliance of all of its

subcontractors providing Services. It is understood and agreed that no funds obtained by the Subrecipient for the performance of this Contract have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan or cooperative agreement.

B. The Subrecipient (and its subcontractors providing Services) must submit Standard Form-LLL ("Disclosure Form to Report Lobbying") in the form and manner required by its instructions if the Subrecipient (or the subcontractor) receives federal funds in excess of \$100,000.00 for the performance of this Contract, and any other funds that have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this Contract,

C. The Subrecipient further agrees that it will comply with the Drug-Free Workplace Act of 1988, Sections 5151-6160 (41 U.S.C. 8101) Public Law 100-690. Upon execution of this Contract, the Subrecipient will execute and submit to Harris County Public Health the Certification of Compliance with the Drug-Free Workplace Act of 1988 that is attached to this document, marked Attachment No. 03, and incorporated herein for all purposes. The Subrecipient will require execution of the Certification of Compliance with the Drug-Free Workplace Act of 1988 in all Contracts between itself and any subcontractors.

IX. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

The Subrecipient will comply with Public Law 103-227, also known as the Pro-Children Act of 1994, requiring that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity, and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, Contract, loan, or loan guarantee. This law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. This law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. By executing this Contract, the Subrecipient certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined in the Pro-Children Act of 1994. The Subrecipient further will include this certification in all Contracts between itself and any subcontractors in connection with the services performed under this Contract.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Subrecipient certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Subrecipient further will include this certification in all Contracts between itself and any subcontractors performing Services.

XI. INDEPENDENT CONTRACTOR

The Subrecipient is an independent contractor and not an agent, representative or employee of the County. No employee, agent or representative of the Subrecipient will be considered an employee of the County nor be eligible for any benefits, rights, or privileges accorded to County employees.

XII. MANNER OF NOTICE

Notices and communications required by this Contract must be sent by registered or certified United States Mail, postage prepaid (return-receipt requested) or hand delivered to the following address:

BY SUBRECIPIENT TO COUNTY:

Harris County Public Health
1111 Fannin Street, 16th Floor
Houston, Texas 77002
Attn: Ryan White Grant Administration

BY COUNTY TO SUBRECIPIENT:

AIDS Healthcare Foundation,
2323 S. Shepherd Drive, Suite 810
Houston, Texas 77019
Attn: Anthony Snipes, Texas Regional Director
Email address: Anthony.Snipes@ahf.org

Notices sent by registered or certified United States mail, properly addressed, postage prepaid, return-receipt requested, are deemed given when deposited in the United States mail.

XIII. INSPECTIONS AND ACCESS TO RECORDS

A. Authorized representatives of the County, HRSA and the Comptroller General of the United States have the right, at all reasonable times, to inspect, conduct site visits or otherwise evaluate the work required by this Contract and the premises in which the Services are being provided in a manner so as not to unduly delay service delivery by the Subrecipient. The Subrecipient will cooperate with and provide reasonable access, facilities and assistance to those representatives.

B. The Subrecipient agrees that the County, HRSA, the Comptroller General of the United States, or any of their duly authorized representatives, will have access to any pertinent books, documents, papers, and records for the purpose of making audit, examination, excerpts and transcripts of transactions related to this Contract. The County will have the right to audit billings both before and after payment.

XIV. CLIENT RECORDS

A. All client records are the property of the Subrecipient. The County, however, may have access to or obtain copies of those records for audit, litigation, or other circumstances that may arise. If this Contract is terminated, the County may deliver written notice to the Subrecipient requesting that the clients receiving Services have their cases and copies of their records transferred to another service provider. Upon receiving such notice, the Subrecipient will take all necessary and reasonable steps to obtain the written consent of the clients for transfer of their cases and records. It is understood and agreed that a client's case and copies of their records will be transferred only to another service provider with the client's written consent. Any disclosure or transfer of records will conform with the confidentiality provisions contained in article XVII of this Contract.

B. The Subrecipient must ensure that documentation is provided in the client's record file of proof of HIV status and eligibility for services under this Contract.

C. **Before the start of this Agreement, or any subsequent term, in the event that the Subrecipient ceases to conduct business, or is unable for any reason, to provide the services described in this Agreement, the Subrecipient will make arrangements to retain client records, in a safe and secure manner for the period of time required by law or up to five (5) years after the client last received services, whichever is longer.**

XV. CLIENT GRIEVANCE PROCEDURES

The Subrecipient will establish and maintain written procedures to address grievances or complaints pertaining to its performance of this Contract. The procedures will be prominently displayed at the Subrecipient's premises and state that the Subrecipient receives Ryan White grant funds from Harris County. The Subrecipient will immediately provide the County with copies of all grievances or complaints it receives.

XVI. EQUIPMENT AND SUPPLIES

A. The acquisition and maintenance of any equipment and supplies required for the performance of this Contract must comply with applicable federal laws, regulations, and rules pertaining to the use of HRSA grant funds for that (those) purpose(s).

B. The term “equipment” as used in this Contract will include all tangible, nonexpendable property, including computer hardware and software that costs more than \$500.00 and has a useful life of more than one year. Title to all equipment purchased with funds provided through this Contract (“Contract funds”) will be in Subrecipient’s name throughout the Contract term.

C. Subrecipient will not acquire any equipment that is not initially listed in this Contract and approved by the County that costs more than \$500.00 (price plus tax) without prior written approval of the County. Request for County approval must be made in writing, detailing the justification for the acquisition, description of features, make and model, costs, and any other information requested by the County.

D. The Subrecipient will maintain an annual inventory of equipment purchased with Contract funds and submit a report to the County at the end of the Contract term. The Subrecipient will administer a program of maintenance, repair, and protection of assets required for the performance of this Contract to assure their full availability and usefulness, and will ensure that all equipment purchased with Contract funds is adequately insured to cover any loss, destruction or damage to it. In the event the Subrecipient receives funds from any source as compensation or reimbursement for any loss, destruction or damage to the asset(s), Subrecipient will use those funds to repair or replace said asset(s).

E. The Subrecipient will, upon termination of this Contract, execute all necessary documents to transfer title to any equipment that costs \$1,000 or more and is purchased with Contract funds to the County or its designee. If permitted by law, the County may, in its sole discretion, allow title to such property to remain in the Subrecipient’s name.

XVII. CONFIDENTIALITY

The Subrecipient will ensure that the confidentiality of all reports, information, client records, and data prepared, collected or assembled by it in the performance of this Contract is maintained in compliance with federal regulations governing Confidentiality of Alcohol and Drug Patient records, 42 CFR, Part 2 and Section 333 of Public Law 91-616 as amended by Public Law 93-282; Texas Health & Safety Code, Chapter 81, Section 81.050; and all *other* applicable federal and state laws, rules and regulations. Any disclosure of confidential client information by the Subrecipient must comply with all applicable federal and state laws, rules and regulations. The Subrecipient will ensure that employees are trained, understand and are familiar with confidentiality requirements regarding HIV/AIDS related medical information and alcohol and drug abuse patient records.

XVIII. FINANCIAL AND PROGRAM REPORTS

A. The Subrecipient will keep a separate record of all Contract funds received by it and will provide the County with all information, records, papers, reports and other documents pertaining to the services furnished that are requested by the County Auditor, the County Public Health Executive Director, HRSA or their duly authorized representatives.

B. **Administrative Cost Reports (“ACR”).** Within sixteen (16) calendar days after the end of each calendar month, the Subrecipient will provide the County with a written report that includes all administrative costs incurred during the previous month. Those administrative costs may not exceed ten percent (10%) of the total charges billed to the County unless the County has given written approval of the item. The Subrecipient will provide the County with a final ACR no later than 21 days after the end of the Contract.

Administrative costs include, but are not limited to, usual and recognized overhead activities, including rent, utilities, and facility costs, costs of management oversight of specific programs supported by Ryan White HIV/AIDS Program funds, including but not limited to, program coordination; clerical; financial and management staff not directly related to patient care; program evaluation and quality improvement; liability insurance; audits; and computer hardware/ software that is not directly related to patient care. If allowed per RFP requirements, any indirect charges pursuant to a federally approved indirect cost rate are considered Administrative Costs. Per HRSA HAB Policy Clarification Notice (PCN) 15-01, the portion of indirect and/or direct facilities expenses such as rent, maintenance, and utilities for areas primarily utilized to provide core medical and support services for eligible RWHAP clients (e.g., clinic, pharmacy, food bank, substance abuse treatment facilities) are not required to be included in the 10% administrative cost cap.”

C. **Contractor Expense Reports (“CER”).** Within sixteen (16) calendar days after the end of each calendar month, the Subrecipient will provide the County with an itemized Statement, in a form acceptable to the County Auditor, detailing the services provided and required by this Contract and the cost, compensation and expense reimbursement claimed. The Subrecipient will enter all client services into the Centralized Patient Care Data Management System (“CPCDMS”) before submitting the CER to the County. The supporting documentation will include details of the work, units/duration, and the unique client identifier (11-character code) of clients receiving services. The Subrecipient will provide the County with a final CER not later than 21 days after the end of the Contract.

D. **Final Financial Report.** Within forty-five (45) calendar days after the end of the Contract term, the Subrecipient will prepare and submit to the County, a written report describing in detail the services performed and the amount expended for each category of services provided during the term of the Contract.

E. **Audit.** The Subrecipient will comply with all audit requirements established by federal rules and regulations and will submit a copy of all audit reports to the County within thirty (30) calendar days of the Subrecipient's receipt the report. If the Subrecipient is a for-profit organization or entity, the Subrecipient will provide written assurance from an independent public accountant that no profit has been realized from the performance of this Contract and the receipt of Contract funds. Non-profit

and governmental agencies receiving federal funding assistance in the aggregate amount of \$750,000.00 or more during their fiscal year must have an audit conducted in compliance with Code of Federal Regulations 2 CFR 200.501. Proprietary agencies receiving awards of \$25,000.00 or more must submit an audit of their general financial statements within twelve (12) months of their fiscal year end. Non-profit and governmental agencies meeting the \$750,000.00 aggregate threshold may charge 2 CFR 200.501 single audit costs proportionally to their Ryan White grants. However, agencies that do not meet the \$750,000.00 aggregate threshold may not use Federal funds to pay for 2 CFR 200.501 single audit costs. The audit must be submitted to the Harris County Auditor's Office no later than nine (9) months after the end of the audited fiscal year and be performed by entity in good standing per industry standard peer review.

F. Centralized Patient Care Data Management System. The Subrecipient will use the Centralized Patient Care Data Management System ("CPCDMS") provided by the County to document the eligibility status of all clients. The Subrecipient will enter service utilization data for all clients, that includes but is not limited to, the demographic and medical profile of all clients and the number and frequency of the services received by the clients. The Subrecipient will transmit all CPCDMS data in compliance with Harris County, Ryan White Grant Administration CPCDMS policies and procedures. The Subrecipient will use only a Ryan White Grant Administration approved high-speed Internet connection to transfer CPCDMS data.

G. Documentation of Attendance. All agencies providing office- or clinic-based services, including case management, must maintain documentation of the client's attendance at the visit or session. This requirement is in addition to the required progress notes by which the clinician (e.g., physician/physician extender, nurse, dentist, nutritionist, social worker, therapist, case manager, or physical therapist) or staff member (e.g., food pantry worker) documents the service provided. The Subrecipient must implement a strategy that ensures clients who receive office or clinic-based care or services sign-in when they access such services. The Subrecipient may forego this requirement in specific instances if obtaining the signature may discourage clients with mental health status, behavior and/or other life issues from accessing needed care or services. This waiver is available on a strict case-by-case basis and, if granted, must be noted in the client's record.

H. Ryan White Grant Administration Site Visit Guidelines and Standards of Care. The Subrecipient must comply with all Ryan White Grant Administration Site Visit Guidelines and Standards of Care applicable to this Contract. The most current site visit Ryan White Grant Administration guidelines and standards of care may be found at <https://public.health.harriscountytexas.gov/Division-Offices/Divisions/Community-Health-Wellness-Division/Ryan-White-Grant-Administration> under the applicable tabs.

I. Ryan White Programmatic and Fiscal Monitoring Standards. Subrecipient must comply with the HRSA Ryan White National Part A Programmatic, Fiscal and Universal Monitoring Standards applicable to Subgrantees, Subrecipients and Subcontractors that have been implemented by Harris County and HCPH/Ryan White Grant Administration. The Ryan White National Monitoring Standards detail the minimum acceptable standards with which Subrecipients must comply. Local Standards of Care, Site Visit guidelines, Outcome Measures, Contract requirements and other requirements implemented by Ryan White Grant Administration often exceed those required by the HRSA Ryan White National Monitoring Standards. Subrecipient must comply with both the National and local

requirements. The most current Ryan White Programmatic and Fiscal Monitoring Standards may be found at <https://careacttarget.org/library/part-and-b-monitoring-standards>.

J. **Quality Management.** The Subrecipient is required to establish and maintain a Clinical Quality Management (CQM) Program as outlined in Ryan White Program Policy Clarification Notice (PCN) 15-02. The Subrecipient must participate in the Quality Management program implemented by the County, including access to client clinical records by the County, or its duly authorized representatives, for the purpose of assessing the extent to which key components, as defined by Ryan White Grant Administration, are in place and ongoing. The most current PCN 15-02 requirements may be found at <https://hab.hrsa.gov/sites/default/files/hab/Global/HAB-PCN-15-02-CQM.pdf>.

XIX. INDEMNITY AND BONDING

A. Each person employed by the Subrecipient who handles Contract funds, including persons authorizing payments, will, during the Contract term, be covered by a fidelity bond providing for indemnification of losses occasioned by: (1) any fraudulent or dishonest act or acts committed by any of the Subrecipient's employees either individually or in concert with others, and/or (2) failure of faithfully his/her duties, or to account properly for all monies and property acquired with Contract funds. This fidelity bond will be in an amount of not less than ten thousand dollars (\$10,000.00).

XX. PROGRAM INCOME

A. All revenues received from the delivery of services will be retained by the Subrecipient and used by it to perform the services set forth in Attachment No. 01. The use of such revenues will comply with the requirements of the Act, 45 CFR Parts 75 and 92, and any other applicable laws, rules or regulations affecting their use and/or expenditure. The Subrecipient further understands and agrees that any interest income earned on the deposit of cash advances of Contract funds may not be retained by the Subrecipient but must be reported on Subrecipient's monthly itemized Statement requesting payment mentioned in article V, subparagraph C, of this Contract. Any such interest income will be deducted from County's reimbursements to the Subrecipient.

B. Program income is gross income earned by Subrecipient directly generated by the Ryan White Part A and/or MAI-supported activity or earned as a result of the Contract award. Program income includes, but is not limited to, income from fees for services performed (e.g., direct payment, or reimbursements received from Medicaid, Medicare and third-party insurance) and income a recipient or sub-recipient earns as the result of a benefit made possible by receipt of a grant or grant funds. Direct payments include charges imposed for Part A and/or MAI services as required under Section 2605(e) of the Ryan White Program legislation, such as enrollment fees, premiums, deductibles, cost sharing, co-payments, coinsurance, or other charges. Program income must be added to funds committed to the project or program and used to further eligible project or program objectives. Subrecipient must have systems in place to account for program income and to ensure its use that is consistent with grant requirements.

XXI. MEDICAID

The Subrecipient understands that if the services performed in accordance with this Agreement are available under the State's Medicaid Plan, the Subrecipient must enter into a participation agreement required by the State Medicaid Plan and must be qualified to receive payment from that plan. Funds received under this Agreement may not be used to provide items or services for which payment has already been made or can be reasonably expected to be received by the Subrecipient from third party payers, including Medicaid, Medicare, Veterans Benefits and/or other state or local programs, prepaid health plans or private insurance. The Subrecipient expressly understands and agrees that this requirement is subject to audit by the County and must be carefully documented in the year-end program report. The Subrecipient must have an on-going system to verify clients' eligibility for payment by Medicaid, Medicare and other third-party payers prior to billing this Contract. The County may withhold all or part of any payments in order to reconcile third party reimbursable expenses inappropriately billed to this Contract. Annually or upon request Subrecipient must provide Ryan White Grant Administration with the individual, group and/or agency Medicaid and NPIN provider numbers, including proof of enrollment in all Medicaid Managed Care Organizations (MCOs) currently operating in the Houston EMA, for all staff and Subrecipients providing Medicaid, Medicare and other third party eligible services.

XXII. NON-DISCRIMINATION

A. The Subrecipient will, in the performance of this Contract, comply with all applicable federal and state laws, standards, orders and regulations regarding equal employment.

B. Further, the Subrecipient will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Subrecipient in the performance of this Contract.

XXIII. INABILITY TO PAY AND LIMITS ON CHARGES

The Subrecipient understands and agrees that any client who is eligible to receive services paid for with Contract funds may not be denied services because of inability to pay. Allowable charges for services paid for with Contract funds are subject to the limitations and guidelines set out in Public Law 101-381, Section 2605 (d) (42 U.S.C. § 300ff-15(e)).

XXIV. COPYRIGHT AND PUBLICATIONS

A. The copyright to all materials created or developed by the Subrecipient with Contract funds are reserved to the Subrecipient. However, the County and HRSA are granted the perpetual, royalty-free, license to copy, use, transfer, and/or disseminate the material in any manner it or they may choose, for any and all purposes, including information, data, software, and/or other materials that are created or developed in connection with, or are the result of the performance of this Contract.

B. The Subrecipient will comply with all applicable regulations, rules and guidelines established by HRSA when issuing statements, press releases, producing printed materials, audiovisuals and other documents describing projects or programs funded, in whole or in part, with the

Contract funds. The Subrecipient will also clearly state that funding for such materials was provided by the County through a grant from HRSA.

XXV. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION (“PHI”) AND ELECTRONIC PROTECTED HEALTH INFORMATION (“EPHI”)

The purpose of this Section, which in context may also be referred to as a “Business Associate Agreement” (“BAA”), is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended (“HIPAA”); privacy and security regulations promulgated by the United States Department of Health and Human Services (“DHHS”); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended (“HITECH Act”); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended (collectively referred to herein as the “Privacy and Security Requirements”).

A. Definitions.

1. “Confidential Information” is information that has been deemed or designated confidential by law (i.e., constitutional, statutory, regulatory, or by judicial decision).
2. “Protected Health Information” (“PHI”) is defined in 45 C.F.R. § 164.501 and is limited to information created or received by Subrecipient from or on behalf of the County.
3. “Electronic Protected Health Information” (“EPHI”) will mean individually identifiable health information that is transmitted by or maintained in electronic media.
4. “Security Incident” will mean the unauthorized access, use, disclosure, modification, or destruction of Confidential Information, including, but not limited to, PHI and EPHI, or interference with the systems operations in an information system, including, but not limited to, information systems containing EPHI. This definition includes, but is not limited to, lost or stolen transportable media devices (e.g., flash drives, CDs, PDAs, cell phones, and cameras), desktop and laptop computers, photographs, and paper files containing Confidential Information, including, but not limited to, PHI and EPHI.

B. General.

1. Subrecipient will hold all PHI and EPHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV’T CODE ANN. §§ 552.001 *et seq.*, as amended.
2. Subrecipient will be bound by and comply with all applicable Federal and State of Texas licensing authorities’ laws, rules, and regulations regarding records and governmental records, including the Privacy and Security Requirements. Compliance with this paragraph is at Subrecipient’s own expense.

3. Subrecipient will cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other process, including investigations, required as a result of Subrecipient's services to the County. Compliance with this paragraph is at Subrecipient's own expense.
 4. The terms used in this BAA will have the same meaning as those terms in the Privacy and Security Requirements.
- C. Representation. Subrecipient represents that it is familiar with and is in compliance with the Privacy and Security Requirements, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.
- D. Business Associate. Subrecipient is a "Business Associate" of the County as that term is defined under the Privacy and Security Requirements.
1. *Nondisclosure of PHI.* Subrecipient agrees not to use or disclose PHI received from or on behalf of the County or created, compiled, or used by Subrecipient pursuant to this Agreement other than as permitted or required by this BAA, or as otherwise required by law.
 2. *Limitation on Further Use or Disclosure.* Subrecipient agrees not to further use or disclose PHI or EPHI received from or on behalf of the County or created, compiled, or used by Subrecipient pursuant to this BAA in a manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by the County, or if either Subrecipient or the County is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.
 3. *Safeguarding PHI.* Subrecipient will use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA or as required by State or Federal law, regulation, or rule.
 4. *Safeguarding EPHI.* Subrecipient will implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the County. These safeguards will include the following:
 - a) Encryption of EPHI that Subrecipient stores and transmits;
 - b) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;
 - c) Use of updated antivirus software;
 - d) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and

- e) Conduct of periodic security training.
5. *Reporting Security Incidents.* Subrecipient will report to the County any Security Incident **immediately** upon becoming aware of such. Subrecipient further will provide the County with the following information regarding the Security Incident as soon as possible, but no more than five (5) business days after becoming aware of the Security Incident: (1) a brief description of what happened, including the dates the Security Incident occurred and was discovered; (2) a reproduction of the PHI or EPHI involved in the Security Incident; and (3) a description of whether and how the PHI or EPHI involved in the Security Incident was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal. If Subrecipient determines that it is infeasible to reproduce the PHI or EPHI involved in the Security Incident, the Subrecipient will notify the County in writing of the conditions that make reproduction infeasible and any information the Subrecipient has regarding the PHI or EPHI involved. Subrecipient will cooperate in a timely fashion with the County regarding all Security Incidents reported to the County.

The County will review all Security Incidents reported by Subrecipient.

Subrecipient will take the following steps in response, to the extent necessary or required by law, including, but not limited to: (1) notifying the individual(s) whose PHI or EPHI was involved in the Security Incident, either in writing, via telephone, through the media, or by posting a notice on the County's website, or through a combination of those methods, of the Security Incident, and (2) providing the individual(s) whose PHI or EPHI was involved in the Security Incident with credit monitoring services for a period of time to be determined by the County, at no cost to the individuals.

The County, to the extent necessary or required by law, will provide notice of the Security Incident, as required by law, to the Secretary of the United States Department of Health and Human Services ("HHS").

Subrecipient will reimburse the County for all expenses incurred as a result of Subrecipient's Security Incidents, including, but not limited to, expenses related to the activities described above. Subrecipient agrees that the County will select the Subrecipients and negotiate the Contracts related to said expenses.

6. *EPHI and Subcontractors.* Subrecipient will require any agent to whom it provides PHI or EPHI, including a subcontractors, to agree to implement reasonable and appropriate safeguards to protect such PHI or EPHI. Further, Subrecipient will give the County at least sixty (60) days advance notice of its intent to provide PHI or EPHI to an agent located outside of the United States.
7. *Subcontractors and Agents.* Subrecipient will require any subcontractors or agent to whom Subrecipient provides PHI or EPHI received from or on behalf of the County or

created, compiled, or used by Subrecipient pursuant to this BAA, to agree to the same restrictions and conditions that apply to Subrecipient with respect to such PHI and EPHI.

8. *Reciprocal Disclosures.* The Parties agree that the Parties may reciprocally disclose and use PHI or EPHI for initial and continuing eligibility and compliance determinations related to the provision of benefits, for auditing and legal compliance purposes, and for compliance with laws, regulations, and rules related to the provision of medical or drug benefits to persons who may be eligible for such benefits under the Medicare Prescription Drug Benefit Program, Part D, or other federal or State of Texas programs. The County agrees:
 - a) to be bound by these provisions with regard to PHI or EPHI received from Subrecipient;
 - b) to restrict access to such PHI or EPHI to the County's Chief Financial Office, the County's Controller, the County's Compliance Officer, the Harris County Attorney's Office, and designated employees of the County's Benefits Department for legal and auditing services; and
 - c) to take disciplinary action against any employee whose willful act violates these provisions and results in an unlawful disclosure of PHI or EPHI.
9. *Mitigation.* Subrecipient will mitigate, to the extent practicable, any harmful effect that is known to Subrecipient of a use or disclosure of PHI or EPHI by Subrecipient, or by a subcontractors or agent of Subrecipient, resulting from a violation of this BAA, including violations of the Privacy and Security Requirements stated herein. Subrecipient also will inform the County in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.
10. *Notice – Access by Individual.* Subrecipient will notify the County in writing within three (3) business days of any request by an individual for access to the individual's PHI or EPHI and, upon receipt of such request, direct the individual to contact the County to obtain access to the individual's PHI. Upon request by the County, Subrecipient will make available PHI and EPHI to the County or, as directed by the County, to an individual in accordance with 45 C.F.R. § 164.524.
11. *Notice – Request for Amendment.* Subrecipient will notify the County in writing within three (3) business days of any request by an individual for an amendment to the individual's PHI or EPHI and, upon receipt of such request from the individual, direct the individual to the County to request an amendment of the individual's PHI or EPHI. Subrecipient will make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to or directed by the County in accordance with 45 C.F.R. § 164.526.
12. *Notice – Request for Accounting.* Upon receipt of any request from an individual for an accounting of disclosures made of the individual's PHI or EPHI, Subrecipient will

- notify the County in writing within three (3) business days of any such request, and upon receipt of such request from the individual, direct the individual to the County for an accounting of the disclosures of the individual's PHI or EPHI. Subrecipient will make available upon request the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pursuant to 45 C.F.R. § 164.528(a), an individual has a right to receive an accounting of certain disclosures of PHI or EPHI in the six (6) years prior to the date on which the accounting is requested.
13. *HHS Inspection.* Upon written request, Subrecipient will make available to HHS or its designee, Subrecipient's internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from, or created or received on behalf of, the County in a time or manner designated by HHS for purposes of HHS determining the County's compliance with the Privacy and Security Requirements.
 14. *County Inspection.* Upon written request, Subrecipient will make available to the County and its duly authorized representatives during normal business hours Subrecipient's internal practices, books, records and documents relating to the use and disclosure of confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the County in a time and manner designated by the County for the purposes of the County determining compliance with the Privacy and Security Requirements. Subrecipient will allow such access until the expiration of four (4) years after the services are furnished under the Contract or subcontract or until the completion of any audit or audit period, whichever is later. Subrecipient will allow similar access to books, records, and documents related to Contracts between Subrecipient and organizations related to or subcontracted by Subrecipient to whom Subrecipient provides confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the County.
 15. *PHI or EPHI Amendment.* Subrecipient will incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by the County pursuant to this BAA when notified by the County that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the Privacy and Security Requirements.
 16. *Documentation of Disclosures.* Subrecipient will document disclosure of PHI or EPHI and information related to such disclosures as is necessary for the County to respond to a request by an individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. § 164.528, as amended.
 17. *Termination Procedures.* Upon termination of this BAA for any reason, Subrecipient will deliver all PHI or EPHI received from the County or created, compiled, or used by Subrecipient pursuant to this BAA within thirty (30) days from the date of termination, or, if specially requested to do so by the County in writing, to destroy all PHI or EPHI within the time frame determined by the County, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when

Subrecipient maintains PHI or EPHI from the County in any form. If Subrecipient determines that transferring or destroying the PHI or EPHI is infeasible, Subrecipient agrees:

- a) to notify the County of the conditions that make transfer or destruction infeasible;
- b) to extend the protections of this BAA to such PHI or EPHI; and
- c) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return, or transfer to the County, or destruction infeasible.

18. *Notice-Termination.* Upon written notice to Subrecipient, the County may terminate any portion of the Agreement under which Subrecipient maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to Subrecipient, the County may terminate the entire Agreement if the County determines, at its sole discretion, that Subrecipient has repeatedly violated a Privacy or Security Requirement.

E. Survival of Privacy Provisions. Subrecipient's obligations with regard to PHI and EPHI will survive termination of this BAA and the Agreement.

F. Amendment Related to Privacy and Security Requirements. The Parties agree to take such action as is necessary to amend this BAA if the County, in its reasonable discretion, determines that amendment is necessary for the County to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this BAA will be resolved to permit the County to comply with the Privacy and Security Requirements.

G. **Indemnification.** Subrecipient will indemnify and hold harmless, to the extent allowed by law, the County and its Board of Managers, officers, employees, and agents (individually and collectively "Indemnitees") against any and all losses, liabilities, judgments, penalties, awards, and costs (including costs of investigations, legal fees, and expenses) arising out of or related to:

- 1. a breach of this BAA relating to the Privacy and Security Requirements by Subrecipient; or
- 2. any negligent or wrongful acts or omissions of Subrecipient or its employees, directors, officers, subcontractors, or agents, relating to the Privacy and Security Requirements, including failure to perform their obligations under the Privacy and Security Requirements.

H. Electronic Mail Addresses. Subrecipient affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.137 *et seq.*, as amended, and will survive termination of this

BAA. This consent will apply to e-mail addresses provided by Subrecipient and agents acting on behalf of Subrecipient and will apply to any e-mail address provided in any form for any reason whether related to this BAA or otherwise.

- I. Except as otherwise limited in this BAA, Subrecipient may use or disclose Protected Health Information it creates or receives from or on behalf of the County to provide the services to or on behalf of the County set out in the Agreement to which this BAA is attached.
- J. This BAA survives the termination of the Agreement and expires seven (7) years after its termination.

XXVI. ACCESS TO BOOKS AND RECORDS OF SUBRECIPIENT

The Subrecipient will keep a separate record of all funds received and disbursed in the performance of this Contract and will provide the County or its designee all requested information, records, papers, reports, and other documents regarding any aspect of the services furnished. Subrecipient will also make records, books, documents, and papers of the Subrecipient that relate in any way to the services provided available for inspection, audit, examination, and copying by the County or its representative. Further, the Subrecipient will allow the Comptroller General of the United States, the Department of Health and Human Services (“HHS”), the County Auditor, and their duly authorized representatives, access to Contracts, books, documents, and records necessary to verify the nature and extent of the costs of the Services provided by the Subrecipient. The Subrecipient will allow such access until the expiration of four (4) years after the Services are furnished in accordance with this Contract or subcontract or until the completion of any audit or audit period, whichever is later. Such access will comply with the regulations of the Centers for Medicare and Medicaid Service (“CMS”) and 42 CFR 420.302, as amended. The Subrecipient will allow similar access to books, records, and documents related to Contracts between the Subrecipient and organizations related to or subcontracted by the Subrecipient, as defined by the regulations of CMS. No records will be destroyed that are required to be kept by federal, state, or county statute, law, rule, ordinance, or order, or by application of conditions of Medicaid or Medicare provider agreements, or by other applicable agreements, including grant applications and requirements entered into between the County or state and third-party payer. The Subrecipient will keep all PHI, as defined herein, and records relating to disclosure of PHI for seven (7) years after the last date of service or, at the County’s option, will transfer such records to the County upon termination of this Agreement.

XXVII. E-MAIL ADDRESSES

The Subrecipient affirmatively consents to disclosure of its e-mail addresses provided to the County any County agency or department. This consent is intended to comply with the requirements of section 552.137 of the Texas Government Code, as amended, and will survive termination of this Agreement. This consent will apply to e-mail addresses provided by the Subrecipient and agents acting for the Subrecipient and will apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

XXVIII. GENERAL PROVISIONS

- A. **Governing Laws.** This Agreement will be interpreted under the laws of the State of Texas and applicable federal law. Exclusive venue for any cause of action arising out of or in relation to this Agreement will be in Harris County, Texas.
- B. **Captions.** The captions at the beginning of the numbered articles of this Contract are guides and labels to assist in locating and reading such articles, and, therefore, will be given no effect in construing this Contract and will not be restrictive of the subject matter of any article, section or part of this Contract.
- C. **Successors and Assigns.** This Contract will bind and benefit the respective parties and their legal successors, and will not be assignable, in whole or in part, by any party hereto without first obtaining the written consent of the other party.
- D. **Severability.** If any provision of this Contract is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions will be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein.
- E. **Anti-Boycott.** In accordance with Tex. Gov't Code Ann. § 2270.002, Subrecipient warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.
- F. **No Third-Party Beneficiaries.** The County is not obligated or liable to any party other than Contractor for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party. Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.
- G. **No Personal Liability; No Waiver of Immunity.** Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County. The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.
- H. **Energy Company.** Subrecipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Subrecipient meets an exemption under subsection (c), then, as

required by subsection (b), Subrecipient's signature on this Agreement constitutes Subrecipient's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

- I. Firearm and Ammunition Industries. Subrecipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Subrecipient meets an exemption under subsection (c) or section 2274.003, then, as required by subsection (b) of section 2274.002, Subrecipient's signature on this Agreement constitutes Subrecipient's written verification that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the contract.
- J. Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Subrecipient warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Subrecipient does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- K. Amendments and Modifications. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument will be of no force and effect excepting a subsequent modification in writing signed by all parties hereto.
- L. Entire Agreement. This Contract, including Attachments Nos. 01, 02 and 03 contain the entire agreement between the County and the Subrecipient, and supersedes all prior negotiations, representations and agreements whether written or oral.

APPROVED AS TO FORM:

HARRIS COUNTY

CHRISTIAN D. MENEFEE

County Attorney

By: 

T. Scott Petty
Senior Assistant County Attorney
C.A. File No. 24GEN0553

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

ATTEST:

By: _____

Secretary

AIDS Healthcare Foundation

By: 

Michael Weinstein, President

Date signed: March 28, 2024

ATTACHMENT NO. 01

SECTION I. SCOPE OF SERVICES

HRSA Service Category: 1. Outpatient/Ambulatory Medical Care
2. AIDS Pharmaceutical Assistance (local)
3. Medical Case Management
4. Case Management (non-Medical)
5. Emergency Financial Assistance – Pharmacy Assistance

Local Service Category: Adult Comprehensive Primary Medical Care - Targeted to Rural

Amount Available: Initial Award Funding: \$13,875.00

1. Primary Medical Care: \$5,858.00
2. LPAP: \$1,542.00
(At least 75% of funds must be for medications)
3. Medical Case Management: \$3,391.00 (2.0 FTE)
4. Service Linkage: \$1,542.00 (1.0 FTE)
5. Emergency Financial Assistance: \$1,542.00
(At least 75% of funds must be for medications)

Note: The Houston Ryan White Planning Council (RWPC) determines overall annual Part A and MAI service category allocations & reallocations. RWGA has sole authority over contract award amounts.

Target Population: Comprehensive Primary Medical Care – Targeted to Rural

Client Eligibility: PLWHA residing in the Houston EMA/HSDA counties **other than Harris County** (prior approval required for non-EMA clients). Subrecipient must adhere to Targeting requirements and Budget limitations as applicable.

Age, Gender,
Race,
Ethnicity,
Residence, etc.

Financial Eligibility: *See Approved Financial Eligibility for Houston EMA/HSDA*

Budget Type: Hybrid Fee for Service

<p>Budget Requirement or Restrictions:</p>	<p>Primary Medical Care:</p> <p>No less than 75% of clients served in a Targeted subcategory must be members of the targeted population with the following exceptions:</p> <p>10% of funds designated to primary medical care must be reserved for invoicing diagnostic procedures at actual cost.</p> <p>Subrecipients may not exceed the allocation for each individual service component (Primary Medical Care, Medical Case Management, Local Pharmacy Assistance Program and Service Linkage) without prior approval from RWGA.</p> <p>Local Pharmacy Assistance Program (LPAP):</p> <p>Houston RWPC guidelines for Local Pharmacy Assistance Program (LPAP) services: Subrecipient shall offer HIV medications from an approved formulary for a total not to exceed \$18,000 per contract year per client. Subrecipient shall offer HIV-related medications for a total not to exceed \$3,000 per contract year per client. These guidelines are determined by the RWPC. The RWPC determines the subcategories that shall include Ryan White LPAP funding.</p> <p>Medications must be provided in accordance with Houston EMA guidelines, HRSA/HAB rules and regulations and applicable Office of Pharmacy Affairs 340B guidelines.</p> <p>At least 75% of the total amount of the budget for LPAP services must be solely allocated to the actual cost of medications and may not include any storage, administrative, processing or other costs associated with managing the medication inventory or distribution.</p> <p>EFA-Pharmacy Assistance: Direct cash payments to clients are not permitted. It is expected that all other sources of funding in the community for emergency financial assistance will be effectively used and that any allocation of RWHAP funds for these purposes will be as the payer of last resort, and for limited amounts, uses, and periods of time. Continuous provision of an allowable service to a client should not be funded through emergency financial assistance.</p>
<p>Service Unit Definition/s:</p>	<p>Outpatient/Ambulatory Medical Care: One (1) unit of service = One (1) primary care office/clinic or telehealth visit which includes the following:</p> <ul style="list-style-type: none"> • Primary care physician/nurse practitioner, physician's assistant or clinical nurse specialist examination of the patient, and • Medication/treatment education • Medication access/linkage

- OB/GYN specialty procedures (as clinically indicated)
- Nutritional assessment (as clinically indicated)
- Laboratory (as clinically indicated, not including specialized tests)
- Radiology (as clinically indicated, not including CAT scan or MRI)
- Eligibility verification/screening (as necessary)
- Follow-up visits wherein the patient is not seen by the MD/NP/PA are considered to be a component of the original primary care visit.

Outpatient Psychiatric Services: 1 unit of service = A single (1) office/clinic or telehealth visit wherein the patient is seen by a State licensed and board-eligible Psychiatrist or qualified Psychiatric Nurse Practitioner. This visit may or may not occur on the same date as a primary care office visit.

Nutritional Assessment and Plan: 1 unit of service = A single comprehensive nutritional assessment and treatment plan performed by a Licensed, Registered Dietician initiated upon a physician's order. Does not include the provision of Supplements or other products (clients may be referred to the Ryan White funded Medical Nutritional Therapy provider for provision of medically necessary supplements). The nutritional assessment visit may or may not occur on the same date as a medical office visit.

AIDS Pharmaceutical Assistance (local): A unit of service = a transaction involving the filling of a prescription or any other allowable medication need ordered by a qualified medical practitioner. The transaction will involve at least one item being provided for the client but can be any multiple. The cost of medications provided to the client must be invoiced at actual cost.

Medical Case Management: 1 unit of service = 15 minutes of direct medical case management services to an eligible PLWHA performed by a qualified medical case manager.

Service Linkage (non-Medical Case Management): 1 unit of service = 15 minutes of direct service linkage services to an eligible PLWHA performed by a qualified service linkage worker.

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.

AIDS Pharmaceutical Assistance (local) includes local pharmacy assistance programs implemented by Part A or Part B Grantees to provide HIV/AIDS medications to clients. This assistance can be funded with Part A grant funds and/or Part B base award funds. Local pharmacy assistance programs are not funded with ADAP earmark funding.

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.

Case Management (non-Medical) includes the provision of advice and assistance in obtaining medical, social, community, legal, financial, and other needed services. Non-medical case management does not involve coordination and follow-up of medical treatments, as medical case management does.

Emergency Financial Assistance provides limited one-time or short-term payments to assist the RWHAP client with an emergent need for paying for essential utilities, housing, food (including groceries, and food vouchers), transportation, and medication. Emergency financial assistance can occur as a direct payment to an agency or through a voucher program.

Standards of
Care:

Subrecipients must adhere to the most current published Part A/B Standards of Care for the Houston EMA/HSDA. **Services must meet or exceed applicable United States Department of Health and Human Services (DHHS) guidelines for the Treatment of HIV/AIDS.**

Local Service Category Definition/Services to be Provided: **Outpatient/Ambulatory Primary Medical Care:** Services include on-site physician, physician extender, nursing, phlebotomy, radiographic, laboratory, pharmacy, intravenous therapy, home health care referral, licensed dietitian, patient medication education, and patient care coordination. The Subrecipient must provide continuity of care with inpatient services and subspecialty services (either on-site or through specific referral to appropriate medical provider upon primary care Physician's order).

Services provided to women shall further include OB/GYN physician & physician extender services on-site or by referral, OB/GYN services, colposcopy, nursing, phlebotomy, radiographic, laboratory, pharmacy, intravenous therapy, home health care referral, licensed dietitian, patient medication/women's health education, patient care coordination, and social services. The Subrecipient must provide continuity of care with inpatient services and subspecialty services (either on-site or through specific referral protocols to appropriate agencies upon primary care Physician's order).

Outpatient/Ambulatory Primary Medical Care must provide:

- Continuity of care for all stages of adult HIV infection;
- Laboratory and pharmacy services including intravenous medications (either on-site or through established referral systems);
- Outpatient psychiatric care, including lab work necessary for the prescribing of psychiatric medications when appropriate (either on-site or through established referral systems);
- Access to the Texas ADAP program (either on-site or through established referral systems);
- Access to compassionate use HIV medication programs (either directly or through established referral systems);
- Access to HIV related research protocols (either directly or through established referral systems);
- Must at a minimum, comply with Houston EMA/HSDA Part A/B Standards for HIV Primary Medical Care. The Subrecipient must demonstrate on an ongoing basis the ability to provide state-of-the-art HIV-related primary care medicine in accordance with the most recent DHHS HIV treatment guidelines. Rapid advances in HIV treatment protocols require that the Subrecipient provide services that to the greatest extent possible maximize a patient's opportunity for long-term survival and maintenance of the highest quality of life possible.
- On-site Outpatient Psychiatry services.
- On-site Medical Case Management services.
- On-site Medication Education.
- Physical therapy services (either on-site or via referral).
- Specialty Clinic Referrals (either on-site or via referral).
- On-site pelvic exams as needed for female patients with appropriate follow-up treatment and referral.
- On site Nutritional Counseling by a Licensed Dietitian.

Services for women must also provide:

- Well woman care, including but not limited to: PAP, pelvic exam, HPV screening, breast examination, mammography, hormone replacement and education, pregnancy testing, contraceptive services.
- Obstetric Care: ante-partum through post-partum services, child birth/delivery services. Perinatal preventative education and treatment.
- On-site or by referral Colposcopy exams as needed, performed by an OB/GYN physician, or physician extender with a colposcopy provider qualification.
- Social services, including but not limited to, providing women access to child care, transportation vouchers, food vouchers and support groups at the clinic site;

Nutritional Assessment: Services include provision of information about therapeutic nutritional/supplemental foods that are beneficial to the wellness and increased health conditions of clients by a Licensed Dietitian. Services may be provided either through educational or counseling sessions. Clients who receive these services may utilize the Ryan White Part A-funded nutritional supplement provider to obtain recommended nutritional supplements in accordance with program rules. Clients are limited to one (1) nutritional assessment per calendar year without prior approval of RWGA.

Patient Medication Education Services must adhere to the following requirements:

- Medication Educators must be State Licensed Medical Doctor (MD), Nurse Practitioner (NP), Physician Assistant (PA), Nurse (RN, LVN) or Pharmacist. Prior approval must be obtained prior to utilizing any other health care professional not listed above to provide medication education.
- Clients who will be prescribed ongoing medical regimens (i.e. ART) must be assessed for adherence to treatment at every clinical encounter using the EMA's approved adherence assessment tool. Clients with adherence issues related to lack of understanding must receive more education regarding their medical regimen. Clients with adherence issues that are behavioral or involve mental health issues must be provided counseling by the Medical Case Manager, Physician or Physician Extender and/or licensed nursing staff and, if clinically indicated, assessment and treatment by a qualified Psychiatrist or Psychiatric Nurse Practitioner.

Outpatient Psychiatric Services:

The program must provide:

- Diagnostic Assessments: comprehensive evaluation for identification of psychiatric disorders, mental status evaluation, differential diagnosis which may involve use of other clinical and laboratory tests, case formulation, and treatment plans or disposition.

- Emergency Psychiatric Services: rapid evaluation, differential diagnosis, acute treatment, crisis intervention, and referral. Must be available on a 24 hour basis including emergency room referral.
- Brief Psychotherapy: individual, supportive, group, couple, family, hypnosis, biofeedback, and other psychophysiological treatments and behavior modification.
- Psychopharmacotherapy: evaluation and medication treatment of psychiatric disorders, including, but not limited to, anxiety disorders, major depression, pain syndromes, habit control problems, psychosis and organic mental disorders.
- Rehabilitation Services: Physical, psychosocial, behavioral, and/or cognitive training.

Screening for Eye Disorders: Subrecipient must ensure that patients receive appropriate screening and treatment for CMV, glaucoma, cataracts, and other related problems.

Local Medication Assistance Program (LPAP): LPAP provides pharmaceuticals to patients otherwise ineligible for medications through private insurance, Medicaid/Medicare, State ADAP, SPAP or other sources. Allowable medications are only those on the Houston EMA Ryan White Part A Formulary. Eligible clients may be provided Fuzeon™ on a case-by-case basis with prior approval of Ryan White Grant Administration (RWGA). The cost of Fuzeon™ does not count against a client's annual maximum. HIV-related medication services are the provision of physician or physician-extender prescribed HIV-related medications to prevent serious deterioration of health. Does not include drugs available to the patient from other programs or payers or free of charge (such as birth control and TB medications) or medications available over the counter (OTC) without prescription.

Subrecipient must offer all medications on the Texas ADAP formulary, for a total not to exceed \$18,000.00 per contract year per client. Subrecipient must provide allowable HIV-related medications (i.e. non-HIV medications) for a total not to exceed \$3,000 per contract year per client.

Emergency Financial Assistance – Pharmacy Assistance: provides limited one-time and/or short-term 30-day supply of pharmaceuticals to patients otherwise ineligible for medications through private insurance, Medicaid/Medicare, State ADAP, SPAP or other sources. One refill for up to 30-day supply available with RWGA prior approval. Allowable medications are only those HIV medications on the Houston EMA Ryan White Part A Formulary. Does not include drugs available to the patient from other programs or payers or free of charge or medications available over the counter (OTC) without prescription. Contractor must offer all medications on the Texas ADAP formulary.

Medical Case Management Services: Services include screening all primary medical care patients to determine each patient's level of need for Medical Case

Management services, performing a comprehensive assessment, including an assessment of the patient's health literacy, and developing a medical service plan for each client that demonstrates a documented need for such services, monitoring medical service plan to ensure its implementation, and educating client regarding wellness, medication and health care appointment adherence. The Medical Case Manager serves as an advocate for the client and as a liaison with medical providers on behalf of the client. The Medical Case Manager ensures linkage to mental health, substance abuse and other client services as indicated by the medical service plan.

Service Linkage: The purpose of Service Linkage is to assist clients with the procurement of needed services so that the problems associated with living with HIV are mitigated. Service Linkage is a working agreement between a client and a Service Linkage Worker for an indeterminate period, based on client need, during which information, referrals and service linkage are provided on an as-needed basis. Service Linkage assists clients who do not require the intensity of Medical Case Management per RWGA Quality Management guidelines. Service Linkage is both office-based and field based. Service Linkage Workers are expected to coordinate activities with referral sources where newly-diagnosed or not-in-care PLWHA may be identified, including 1:1 case conferences with testing site personnel to ensure the successful transition of referrals into Primary Care Services. Such incoming referral coordination includes meeting prospective clients at the referring Provider location in order to develop rapport with individuals prior to the individual's initial Primary Care appointment and ensuring such new intakes to Primary Care services have sufficient support to make the often difficult transition into ongoing primary medical care. Service Linkage also includes follow-up to re-engage lost-to-care patients. Lost-to-care patients are those patients who have not returned for scheduled appointments with Provider nor have provided Provider with updated information about their current Primary Medical Care provider (in the situation where patient may have obtained alternate service from another medical provider). Subrecipient must document efforts to re-engage lost-to-care patients prior to closing patients in the CPCDMS. Service Linkage extends the capability of existing programs by providing "hands-on" outreach and linkage to care services to those PLWHA who are not currently accessing primary medical care services. Service Linkage includes the issuance of bus pass vouchers and gas cards per published RWGA guidelines. Service Linkage complements and extends the service delivery capability of Medical Case Management services.

Agency
Requirements:

Providers and system must be Medicaid/Medicare certified.

Eligibility and Benefits Coordination: Subrecipient must implement consumer-friendly, culturally and linguistically appropriate new and ongoing patient eligibility verification and benefit coordination processes that ensure accountability with Ryan White Payer of Last Resort requirements while achieving maximum utilization of eligible benefits. Eligibility processes should provide clients with a meaningful

understanding of their benefits, expected out-of-pocket expenses and other information needed to ensure full and continued participation in care.

LPAP and EFA Services: Subrecipient must:

Provide pharmacy services on-site or through an established contractual relationship that meets all requirements. Alternate (off-site) approaches must be approved prior to implementation by RWGA.

Either directly, or via subcontract with an eligible 340B Pharmacy program entity, must:

Ensure a comprehensive financial intake application to determine client eligibility for this program to insure that these funds are used as a last resort for purchase of medications.

Ensure the documented capability of interfacing with the Texas HIV Medication Program operated by the Texas Department of State Health Services. This capability must be fully documented and is subject to independent verification by RWGA.

Ensure medication assistance provided to clients does not duplicate services already being provided in the Houston area. The process for accomplishing this must be fully documented and is subject to independent verification by RWGA.

Ensure, either directly or via a 340B Pharmacy Program Provider, at least 2 years of continuous documented experience in providing HIV/AIDS medication programs utilizing Ryan White Program or similar public sector funding. This experience must be documented and is subject to independent verification by RWGA.

Ensure all medications are purchased via a qualified participant in the federal 340B Drug Pricing Program and Prime Vendor Program, administered by the HRSA Office of Pharmacy Affairs. Note: failure to maintain 340B or Prime Vendor drug pricing may result in a negative audit finding, cost disallowance or termination of contract awarded. Subrecipient must maintain 340B Program participation throughout the contract term. All eligible medications must be purchased in accordance with Program 340B guidelines and program requirements.

Ensure Houston area HIV/AIDS service providers are informed of this program and how the client referral and enrollment processes functions. Subrecipient must maintain documentation of such marketing efforts.

Implement a consistent process to enroll eligible patients in available pharmaceutical company Patient Assistance Programs prior to using Ryan White Part A funded LPAP resources.

Ensure information regarding the program is provided to PLWHA, including historically under-served and unserved populations (e.g., African American,

Hispanic/Latino, Asian, Native American, Pacific Islander) and women not currently obtaining prescribed HIV and HIV-related medications.

Offer, at no charge to the client, delivery options for medication refills, including but not limited to courier, USPS or other package delivery service.

Case Management Operations and Supervision: The Service Linkage Workers (SLW) and Medical Case Managers (MCM) must function within the clinical infrastructure of Subrecipient and receive ongoing supervision that meets or exceeds published Standards of Care. An MCM may supervise SLWs.

Staff Requirements: Subrecipient is responsible for ensuring that services are provided by State licensed internal medicine and OB/GYN physicians, specialty care physicians, psychiatrists, registered nurses, nurse practitioners, vocational nurses, pharmacists, physician assistants, clinical nurse specialists, physician extenders with a colposcopy provider qualification, x-ray technologists, State licensed dietitians, licensed social worker and ancillary health care providers in accordance with appropriate State licensing and/or certification requirements and with knowledge and experience of HIV disease. In addition, Subrecipient must ensure the following staff requirements are met:

Outpatient Psychiatric Services: Director of the Program must be a Board-Certified Psychiatrist. Licensed and/or Certified allied health professionals (Licensed Psychologists, Physicians, Psychiatric Nurse Practitioners, Licensed Master Social Workers, Licensed Professional Counselors, Licensed Marriage and Family Therapists, Certified Alcohol and Drug Abuse Counselors, etc.) must be used in all treatment modalities. Documentation of the Director's credentials, licensures and certifications must be available upon request. Documentation of the Allied Health professional licensures and certifications must be included in the personnel file.

Medication and Adherence Education: The program must utilize an RN, LVN, PA, NP, pharmacist or MD licensed by the State of Texas, who has at least two (2) years paid experience in the preceding five (5) years in HIV/AIDS care, to provide the educational services. Licensed social workers who have at least two (2) years paid experience in the preceding five (5) years in HIV/AIDS care may also provide adherence education and counseling.

Nutritional Assessment (primary care): Services must be provided by a licensed registered dietitian. Dietitians must have a minimum of two (2) years of experience providing nutritional assessment and counseling to PLWHA.

Medical Case Management: The program must utilize a state licensed Social Worker to provide Medical Case Management Services. The Subrecipient must maintain the assigned number of Medical Case Management FTEs throughout the contract term. **Subrecipient must provide to RWGA the names of each Medical**

Case Manager and the individual assigned to supervise those Medical Case Managers by 03/31/24, and thereafter within 15 days after hire.

Service Linkage: The program must utilize Service Linkage Workers who have at a minimum a Bachelor's degree from an accredited college or university with a major in social or behavioral sciences. Documented paid work experience in providing client services to PLWHA may be substituted for the Bachelor's degree requirement on a 1:1 basis (1 year of documented paid experience may be substituted for 1 year of college). All Service Linkage Workers must have a minimum of one (1) year paid work experience with PLWHA. Subrecipient must maintain the assigned number of Service Linkage FTEs throughout the contract term. **Subrecipient must provide to RWGA the names of each Service Linkage Worker and the individual assigned to supervise those Service Linkage Workers by 03/31/24, and thereafter within 15 days after hire.**

Supervision of Case Managers: The Service Linkage Workers and Medical Case Managers must function within the clinical infrastructure of Subrecipient and receive ongoing supervision that meets or exceeds Houston EMA/HSDA Part A/B Standards of Care for Service Linkage and Medical Case Management as applicable. A MCM may supervise SLWs.

Special
Requirements:

All primary medical care services must meet or exceed current United States DHHS Treatment Guidelines for the treatment and management of HIV disease.

Subrecipient must provide all required program components - Primary Medical Care, Medical Case Management, Service Linkage (non-medical Case Management) and Local Pharmacy Assistance Program (LPAP) services.

Primary Medical Care Services: Services funded under this grant cannot be used to supplant insurance or Medicare/Medicaid reimbursements for such services. Clients eligible for such reimbursement may not be billed to this contract. Medicare and private insurance co-payments may be eligible for reimbursement under Ryan White Health Insurance Assistance (HINS) program guidelines. Patients needing such assistance should be referred to the local Ryan White-funded HINS provider for assistance. Under no circumstances may the Subrecipient bill the County for the difference between the reimbursement from Medicaid, Medicare or Third-Party insurance and the fee schedule under the contract. Furthermore, potential clients who are Medicaid/Medicare eligible or have other Third Party payers may not be denied services or referred elsewhere by the Subrecipient based on their reimbursement status (i.e. Medicaid/Medicare eligible clients may not be referred elsewhere in order that non-Medicaid/Medicare eligible clients may be added to the contract). Failure to serve Medicaid/Medicare eligible clients based on their reimbursement status will be grounds for the immediate termination of contract.

For primary medical care services targeted to the Latino community at least 50% of the clinical care team must be fluent in Spanish.

Diagnostic Procedures: A single Diagnostic Procedure limited to procedures on the approved list of diagnostic procedures (see below) without prior County approval. Approved diagnostic procedures will be reimbursed at invoice cost. Part A and Part A/MAI-funded programs must refer to the RWGA website for the most current list of approved diagnostic procedures and corresponding codes: www.hcphtx.org/rwga. **Diagnostic procedures not listed on the website must have prior approval by RWGA.**

Outpatient Psychiatric Services: Client must not be eligible for services from other programs/providers 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. Program must be supervised by a Psychiatrist and include diagnostic assessments, emergency evaluations and psycho-pharmacotherapy.

Maintaining Referral Relationships (Point of Entry Agreements): Subrecipient must maintain appropriate relationships with entities that constitute key points of access to the health care system for individuals with HIV disease, including but not limited to, Harris Health System and other Houston EMA-located emergency rooms, Harris County Jail, Texas Department of Criminal Justice incarceration facilities, Immigration detention centers, substance abuse treatment and detoxification programs, adult and juvenile detention facilities, Sexually Transmitted Disease clinics, federally qualified health centers (FQHC), HIV disease counseling and testing sites, mental health programs and homeless shelters. These referral relationships must be documented with written collaborative agreements, contracts or memoranda of understanding between Subrecipient and appropriate point of entry entities and are subject to audit by RWGA. Subrecipient and POE entity staff must regularly (e.g. weekly, bi-weekly depending on volume of referrals) meet 1:1 to discuss new referrals to primary medical care services. Such case conferences must be documented in the client record and properly entered into the CPCDMS.

Use of CPCDMS Data System: Subrecipient must comply with CPCDMS business rules and procedures. Subrecipient must enter into the CPCDMS all required clinical data, including but not limited to, HAART treatment including all changes in medication regimens, Opportunistic Infections, screening and treatment for STDs and Hepatitis A, B, C and other clinical screening and treatment data required by HRSA, TDSHS and the County. Subrecipient must perform Registration updates in accordance with RWGA CPCDMS business rules for all clients wherein Subrecipient is client's CPCDMS record-owning agency. Subrecipient must utilize an electronic

verification system to verify insurance/3rd party payer status monthly or per visit (whichever is less frequent).

Bus Pass Distribution: The County will provide Subrecipient with METRO bus pass vouchers. Bus Pass vouchers must be distributed in accordance with RWGA policies and procedures, standards of care and financial eligibility guidelines. Subrecipient may only issue METRO bus pass vouchers to clients wherein the Subrecipient is the CPCDMS record owning Subrecipient. METRO bus pass vouchers shall be distributed as follows:

Expiration of Current Bus Pass: In those situation wherein the bus pass expiration date does not coincide with the CPCDMS registration update the Subrecipient must distribute METRO bus pass vouchers to eligible clients upon the expiration of the current bus pass or when a Value-based bus card has been expended on eligible transportation needs. Subrecipient may issue METRO bus passes to eligible clients living outside the METRO service area in those situations where the Subrecipient has documented in the client record that the client will utilize the METRO system to access needed HIV-related health care services located in the METRO service area.

Gas Cards: Primary Medical Care Subrecipients must distribute gasoline vouchers to eligible clients residing in the rural service area in accordance with RWGA policies and procedures, standards of care and financial eligibility guidelines. Gas Cards are only available to Rural primary medical care Subrecipients without prior approval by RWGA.

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 2/28/25 to provide at least 55 unduplicated eligible HIV-infected adult clients¹ residing in the rural area of the Houston EMA with comprehensive outpatient primary health care services as documented by entries in the CPCDMS database. This includes a minimum of 50 new unduplicated clients.²

Objective 2: By 2/28/25 to provide at least 55 unduplicated eligible HIV-infected adult clients³ residing in the rural area of the Houston EMA with medical case management services

¹ For purposes of calculating unduplicated clients served under primary medical care, a client shall be counted if they had two or more physician or physician extender visits more than 90 days apart during the contract year.

² For purposes of calculating **new** unduplicated clients served under primary medical care, a client shall be counted if they had two or more physician or physician extender visits more than 90 days apart during the contract year and had no physician or physician extender visit charged to Ryan White between March 1, 2024 and February 28, 2025.

³ For medical case management, a client shall be counted if they had two or more primary care visits more than 90 days apart and medical case management services during the contract year.

as documented by entries in the CPCDMS database.

Objective 3: By 2/28/25 to provide at least 30 unduplicated eligible HIV-infected adult clients residing in the rural area of the Houston EMA with service linkage worker services as documented by entries in the CPCDMS database.

Objective 4: By 2/28/25 to provide at least 45 unduplicated eligible HIV-infected adult clients⁴ residing in the rural area of the Houston EMA with local pharmacy assistance program services as documented by entries in the CPCDMS database.

Objectives are subject to revision upon issuance of final (total) contract amount.

SECTION II. SPECIAL PROVISIONS

Subrecipient agrees to submit billing under the following criteria:

1. All bills must be submitted no later than 16 days after the end of each month in which services were provided.
2. All required CPCDMS data entry for each billing month must be entered into the CPCDMS no later than 16 days, match any extension, after the end of each month in which services were provided.
3. All charges not eligible to be billed to this contract may be billed to patients according to subrecipient's billing procedures.

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:

23.36%	Women (ages 25 and older)
0.01%	Infants (ages 0 - < 1 year)
0.12%	Children (ages 1 – 12 years)
3.39%	Youth (ages 13 – 24)

⁴ For local pharmacy assistance services, a client shall be counted if they had two or more primary care visits more than 90 days apart and local pharmacy assistance during the contract year.

ATTACHMENT NO. 02

BUDGET

Primary Health Care Visits by Physician or Physician Extender

	<u>Total</u>
FEE CHARGED PER UNIT OF SERVICE	\$345.00
One (1) unit of service = One (1) primary care office/clinic or telehealth visit which includes the following:	
<ul style="list-style-type: none">• Primary care physician/nurse practitioner, physician's assistant or clinical nurse specialist examination of the patient, and• Medication/treatment education• Medication access/linkage• OB/GYN specialty procedures (as clinically indicated)• Nutritional assessment (as clinically indicated)• Laboratory (as clinically indicated, not including specialized tests)• Radiology (as clinically indicated, not including CAT scan or MRI)• Eligibility verification/screening (as necessary)• Follow-up visits wherein the patient is not seen by the MD/NP/PA are considered to be a component of the original primary care visit. In situations where a client is examined by both the Physician and Physician Extender on the same date, only the Physician Visit may be billed.	
NUMBER OF UNITS OF SERVICE TO BE PROVIDED	11.88
TOTAL COST OF THESE SERVICES	(\$345.00 x 11.88) \$4,096.98
Personnel	\$287.50
Fringe	\$ 57.50
Travel	\$.00
Equipment	\$.00
Supplies	\$.00
Contractual	\$.00
Other	<u>\$.00</u>
TOTAL	\$345.00
Total Amount of Funds for Disbursements of Diagnostic Procedures*	\$1,469.03
A single Diagnostic Procedure limited to procedures listed on the <i>Approved List of Diagnostic Procedures</i> located at www.hcphtx.org/rwga Approved diagnostic procedures will be reimbursed at invoice cost. *Diagnostic procedure codes <u>must</u> be provided on invoice to process reimbursements.	

ATTACHMENT NO. 02

BUDGET

Outpatient Psychiatric Visits

Total

FEE CHARGED PER UNIT OF SERVICE

\$160.00

1 unit of service = A single (1) office/clinic visit or telehealth wherein the patient is seen by a State licensed and board-eligible Psychiatrist or qualified Psychiatric Nurse Practitioner. This visit may or may not occur on the same date as a primary care office visit. Maximum reimbursement allowable for a psychiatry visit may not exceed \$160.00 per visit.

0.37

NUMBER OF UNITS OF SERVICE TO BE PROVIDED

\$58.76

TOTAL COST OF THESE SERVICES

(\$160.00 x 0.37)

Personnel	\$.00
Fringe	\$.00
Travel	\$.00
Equipment	\$.00
Supplies	\$.00
Contractual	\$160.00
Other	\$.00
TOTAL	\$160.00

ATTACHMENT NO. 02

BUDGET Nutritional Assessment

Total

FEE CHARGED PER UNIT OF SERVICE

\$185.00

1 unit of service = A single (1) comprehensive nutritional assessment and treatment plan performed by a Licensed, Registered Dietician initiated upon a physician's order. Does not include the provision of Supplements or other products (clients may be referred to the Ryan White funded Medical Nutritional Therapy provider for provision of medically necessary supplements). The nutritional assessment visit may or may not occur on the same date as a medical office visit. Limit one assessment per client per contract year.

NUMBER OF UNITS OF SERVICE TO BE PROVIDED

1.26

TOTAL COST OF THESE SERVICES

(\$185.00 x 1.26)

\$233.23

Personnel	\$.00
Fringe	\$.00
Travel	\$.00
Equipment	\$.00
Supplies	\$.00
Contractual	\$185.00
Other	<u>\$.00</u>
TOTAL	\$185.00

ATTACHMENT NO. 02

BUDGET Medical Case Management

Total

FEE CHARGED PER UNIT OF SERVICE

\$30.00

1 unit of service = 15 minutes of direct client service providing medical care coordination by a Medical Case Manager for eligible HIV-infected clients, including other allowable activities*. Subrecipient must enter time in exact increments of 1 minute each. For example, 23 minutes of medical case management services to an eligible client must be entered into the CPCDMS as 23 minutes. Subrecipient 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 (2) units for a comprehensive assessment or service plan, and one (1) unit for a brief assessment.*

NUMBER OF UNITS OF SERVICE TO BE PROVIDED

113.03

TOTAL COST OF THESE SERVICES

(\$30.00 x 113.03)

\$3,391.00

Personnel	\$25.00
Fringe	\$ 5.00
Travel	\$.00
Equipment	\$.00
Supplies	\$.00
Contractual	\$.00
Other	\$.00
TOTAL	\$30.00

*** 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

ATTACHMENT NO. 02

BUDGET

Service Linkage Worker (Non-Medical Case Management)

Total

FEE CHARGED PER UNIT OF SERVICE

\$25.00

1 unit of service = 15 minutes of direct client service providing non-medical case management services by a Service Linkage Worker for eligible HIV-infected clients, including other allowable activities*. Subrecipient must enter time in exact increments of 1 minute each. For example, 23 minutes of medical case management services to an eligible client must be entered into the CPCDMS as 23 minutes. Subrecipient 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 (2) units for a comprehensive assessment or service plan, and one (1) unit for a brief assessment.*

NUMBER OF UNITS OF SERVICE TO BE PROVIDED

61.68

TOTAL COST OF THESE SERVICES

(\$25.00 x 61.68)

\$1,542.00

Personnel	\$20.83
Fringe	\$ 4.17
Travel	\$.00
Equipment	\$.00
Supplies	\$.00
Contractual	\$.00
Other	<u>\$.00</u>
TOTAL	\$25.00

ATTACHMENT NO. 02

BUDGET Emergency Financial Assistance (EFA)

	<u>Total</u>
FEE CHARGED PER UNIT OF SERVICE	\$40.00
1 unit of service per service transaction = \$40.00. EFA provides short-term (up to 30 days of medication) access to HIV pharmaceutical services to clients who have not yet completed eligibility determination for medications through Pharmaceutical Assistance Programs, State ADAP, State SPAP or other services. HRSA requirements for EFA include a client enrollment process, uniform benefits for all enrolled clients and a record system for dispensed medications and a drug distribution system.	
NUMBER OF UNITS OF SERVICE TO BE PROVIDED	9.64
TOTAL COST OF THESE SERVICES	(\$40.00 x 9.64)
	\$385.50
Personnel	\$33.33
Fringe	\$ 6.67
Travel	\$.00
Equipment	\$.00
Supplies	\$.00
Contractual	\$.00
Other	<u>\$.00</u>
TOTAL	\$40.00
Total Amount of Funds To Be Invoiced for EFA Disbursements	\$1,156.50
EFA provides up to 30 days of medication payments to assist clients with an emergent need for HIV Medication. HRSA requirements for EFA include a client enrollment process, uniform benefits for all enrolled clients, a record system for dispensed medications and drug distribution system. 1 unit of service = a transaction involving the filling of a prescription or any other allowable medication \$40.00.	

ATTACHMENT NO. 02

BUDGET

Local Pharmacy Assistance Program (LPAP)

Total

FEE CHARGED PER UNIT OF SERVICE

\$40.00

1 unit of service = A transaction involving the filling of a prescription or any other allowable medication need ordered by a qualified medical practitioner. The transaction will involve at least one item being provided for the client but can be any multiple. The cost of medications provided to the client must be invoiced at actual cost. **The transaction date must be the date the client picks up their medication.**

NUMBER OF UNITS OF SERVICE TO BE PROVIDED

9.64

TOTAL COST OF THESE SERVICES

(\$40.00 x 9.64)

\$385.50

Personnel	\$33.33
Fringe	\$ 6.67
Travel	\$.00
Equipment	\$.00
Supplies	\$.00
Contractual	\$.00
Other	<u>\$.00</u>
TOTAL	\$40.00

Total Amount of Funds To Be Invoiced for LPAP Disbursements

\$1,156.50

A disbursement is the actual cost of medication(s) provided to a Ryan White eligible client.

TOTAL

\$13,875.00


Total reimbursements to the Subrecipient under the Contract shall not exceed \$13,875.00. The Subrecipient further understands and agrees that the Subrecipient shall only be reimbursed for expenses incurred in connection with the Subrecipient's adult outpatient primary medical health care, medical case management, non-medical case management, and local pharmacy assistance program targeting the rural population.

The Subrecipient shall submit its final request for payment to the County no later than March 21, 2025.

ATTACHMENT NO. 03

**Certification of Compliance
With The Drug-Free Workplace Act of 1988**

AIDS Healthcare Foundation certifies that it has been furnished a copy of the Drug-Free Workplace Act of 1988, Section 5151-5160 (41 U.S.C. 701), Public Law 100-690 and hereby certifies that it is in compliance with such Act.



Signature

Michael Weinstein
Printed Name

President
Title

march 28, 2024
Date

SUBSCRIBED AND SWORN TO BEFORE ME on this ____ day of _____,
2024, to certify which witness my hand and seal of office.

see attached California jurat
Notary Public, State of Texas

Notary Public's Printed Name

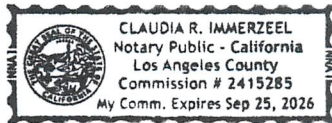
My commission expires: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 28th
day of March, 2024, by Michael Weinstein

_____,
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature Claudia R Immerzeel

ORDER OF COMMISSIONERS COURT
AUTHORIZING AGREEMENT WITH AIDS HEALTHCARE FOUNDATION

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 AGREEMENT WITH AIDS HEALTHCARE FOUNDATION TO
PROVIDE SERVICES TO CERTAIN HIV-INFECTED AND AFFECTED PERSONS IN THE
HOUSTON ELIGIBLE METROPOLITAN AREA

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 an agreement in an amount not to exceed \$13,875.00 with AIDS Healthcare Foundation to provide services to certain HIV-infected and affected individuals in the Houston Eligible Metropolitan Area. The Agreement 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.

CONTRACT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Contract (sometimes "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 **Houston Area Community Health Services, Inc., DBA Avenue 360 Health & Wellness**, ("the Subrecipient").

I. PURPOSE

A. The County has been awarded federal grant funds from a federal grant program established by the Ryan White HIV/AIDS Treatment Extension Act of 2009 ("Act") that makes from the United States Public Health Service, Health Resources and Services Administration ("HRSA") federal assistance funds available to the County. That federal assistance is directed through the office of the urban county's chief elected official ("the County Judge of Harris County") that administers the public health agency providing outpatient and ambulatory services to the greatest number of individuals with AIDS, as reported to and confirmed by the Centers for Disease Control. The amounts received for participating in the grant program are to be used to provide direct financial assistance to qualified entities for the purpose of delivering core medical services and support services.

B. The County Judge of Harris County has established the Houston Area Ryan White Planning Council ("Planning Council") that is responsible for establishing priorities for the allocation of funds and the development of a comprehensive plan for the organization and delivery of health services described in section 300ff-14 of the Act, that are compatible with any existing State or local plan for the provision of health services to individuals with HIV disease and the assessment of the efficiency of the administrative mechanism in order to rapidly allocate funds to the areas of greatest need. The County desires to obtain the services of the Subrecipient to provide certain services to certain HIV-infected and affected individuals in the Houston Eligible Metropolitan Area.

II. SCOPE OF SERVICES

The Subrecipient will perform the work described in the Scope of Work set out in Attachment No. 01, called "Services" throughout this Contract. The Attachment is incorporated into this Contract as though copied verbatim in it. The Subrecipient understands and agrees that the funds provided by the County may only be used for the Services.

III. STANDARDS

A. The Subrecipient will perform all of the Services and other obligations of this Contract in accordance with generally accepted, applicable standards and will comply with all federal, state, or local laws, rules, regulations, ordinances and the grant award that in any manner affect its performance of this Contract and/or its receipt, disbursement, and accounting of funds received for its performance of this Contract. The goals, terms, and requirements of the federal grant from HRSA to the County are incorporated in this Contract by reference.

B. During all times in which Subrecipient has an active Ryan White Contract with the County, Subrecipient must annually register with the Federal Government's System for Award Management ("SAM"), providing it with current, accurate information Subrecipient must ensure that its SAM registration is active and MPIN is current. Information about registering with the SAM can be found at <https://usfer.com/>.

C. The Subrecipient will ensure that personnel providing Services have all licenses required by law and/or are qualified to perform those Services. The Subrecipient will further ensure that all program and/or facility licenses necessary to provide the required Services are current and to immediately notify the County if any such licenses become invalid or are canceled during the term of this Contract.

D. The Subrecipient will immediately notify the Executive Director of the Harris County Public Health (PHS) Department ("Executive Director"), or other person designated by the Executive Director, of any problems, delays or adverse conditions that will affect the ability of the Subrecipient to perform its Contract obligations. All such notices will include a statement of actions taken or to be taken by the Subrecipient to resolve the problems, delays or adverse conditions. The Subrecipient will also promptly notify the Executive Director, or his or her duly authorized representative, if it anticipates providing the Services with a lower cost than the allocated amount or within a shorter period of time than the Contract term.

E. The Subrecipient will develop, implement and maintain financial management and control systems that meet or exceed the requirements established by HRSA. These requirements will include, but will not be limited to:

1. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of associated costs;
2. A financial management system to include:
 - (a) accurate and complete payroll, accounting, and financial reporting records;
 - (b) cost source documentation;
 - (c) effective internal budgetary controls;
 - (d) determination of reasonableness, allowability and allocability of costs; and
 - (e) timely and appropriate audits and resolution of any audit findings; and

If fees are charged to clients receiving Services, a fee schedule, including: a) a system for discounting or adjusting charges based on a client's Modified Adjusted Gross Income (MAGI) and family size, in accordance with the requirements of the Act, b) a mechanism for billing and collecting fees from third party payers and c) a mechanism for reasonable efforts to collect allowable fees from clients. Charges by Subrecipient for the provision of Services must be a sliding fee schedule that is

available to the public. Individual annual aggregate charges to patients receiving Services must conform to the following limits:

INDIVIDUAL/FAMILY ANNUAL GROSS INCOME	TOTAL ALLOWABLE ANNUAL CHARGES
Equal to or below official poverty line ("OPL")	No charges permitted
101% to 200% of OPL	5% or less of MAGI
201% to 300% of OPL	7% or less of MAGI
300+% of OPL	10% or less of MAGI

"Aggregate Charges" means annual charges imposed for all Services regardless of terminology (i.e. enrollment fees, premiums, deductibles, cost-sharing, co-payments, coinsurance, etc.) and applies to all service providers from whom individuals receive Services. A simple application showing annual gross salary of an individual or family will be used to establish the appropriate level of fees.

F. Anti-kickback Statue. The Subrecipient will comply with 42 USC 1320a-7b(b) by: 1) implementing an employee Code of Ethics or Standards of Conduct policy, 2) personnel policies, 3) for Medicaid and Medicare providers, implementing a Corporate Compliance Plan, 4) implementing Bylaws and policies that include ethics standards or business conduct practices, 5) maintaining documentation of any employee or Board Member violation of the Code of Ethics or Standards of Conduct policy, and 6) maintaining documentation of any complaint of violation of the Code of Ethics or Standards of Conduct and resolution of the complaint.

G. The Subrecipient must comply with all applicable Provider/Subgrantee Requirements and Responsibilities detailed in the HRSA HIV/AIDS Bureau (HAB) National Monitoring Standards for Ryan White HIV/AIDS Part A and Part B Grantees and implemented by Harris County Public Health/Ryan White Grant Administration. The most current Ryan White Programmatic and Fiscal Monitoring Standards may be found: <https://careacttarget.org/library/part-and-b-monitoring-standards>

H. The Subrecipient will participate in all evaluations, studies, and reviews conducted by either the County or the Planning Council regarding services funded with Ryan White grant funds.

I. The Subrecipient will participate in the Outcome Evaluations, Standards of Care, Quality Assurance and Quality Management activities conducted by the County regarding services funded with Ryan White grant funds.

J. The Subrecipient may not subcontract any of its duties or obligations of this Contract without the express written consent of the County. Any request for the right to use a subcontractor will include the name and address of the subcontractor and a copy of the proposed subcontract. As a condition of granting permission to use a subcontractor, the County may require changes or additions to the subcontract.

K. It is understood and agreed between the parties that the Subrecipient's performance of the obligations of this Contract will be reviewed by the County. The Subrecipient's failure to perform any of its Contract obligations in accordance with all terms and conditions of this Contract will be considered in any future allocation of Ryan White grant funds by the County.

L. **41 U.S.C. § 4712.** Subrecipient must comply with 41 U.S.C. § 4712 regarding enhancement of contractor protection from reprisal for disclosure of certain information. This program requires all grantees, their subgrantees, and subcontractors to:

1. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the program;
2. Inform their employees in writing of employee whistleblower protections of this law in the predominant native language of the workforce; and,
3. Include such requirements in any agreement made with a subcontractors or subgrantee.

M. **Fraud, Waste or Abuse Hotline.** Subrecipient shall immediately report to the County through the County's Fraud, Waste, or Abuse Hotline and also notify the County in accordance with all the Notice provisions contained in this Agreement all suspected or known instances and facts concerning fraud, waste, abuse, or criminal activity under this Agreement. The County's Fraud, Waste, or Abuse Hotline can be accessed by phone at 866-556-8181 or online at <https://secure.ethicspoint.com/domain/media/en/gui/68174/index.html>

IV. TIME OF PERFORMANCE

The term of this Contract will begin on March 01, 2024 and end on February 28, 2025, unless sooner terminated as provided by any provision hereof. The County may offer one-year renewal options based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by Harris County Commissioners Court. Once renewal options are exhausted, the Contract must be rebid. The County reserves the right to rebid at any time that it deems to be in its best interest but is not bound to automatically renew.

V. COMPENSATION AND PAYMENT FOR SERVICES

A. Attachment No. 02, incorporated by reference as though copied verbatim, is the Budget for this Contract. Subject to the limitation upon and the availability of funds provided by HRSA to the County for the performance of Services, the County will pay the Subrecipient the costs and expenses that are described in that Attachment. The amounts stated in that Attachment are the total maximum sums specifically allocated to fully discharge any and all liabilities that may be incurred by the County for Subrecipient's performance of this Contract.

B. It is expressly understood and agreed that the total maximum funds for the performance of this Contract are stated in the Auditor's Certificate, below. Additional funds will not be available unless first certified to be available by the County Auditor. The Subrecipient further understands and agrees that this Contract is contingent upon the County's receipt of funds from HRSA. The County has no other funds for the payment of Contract obligations. The County is not obligated to pay Subrecipient for the performance of any portion of this Contract unless the County has received funds for that (those) purpose(s) from HRSA and certified available by the County Auditor. Subrecipient must assure itself that sufficient funds have been allocated for the provision of Services. The County is not obligated to pay Subrecipient any amount spent by Subrecipient that HRSA determines not to be reimbursable from federal grant funds. The Subrecipient will refund to the County any and all amounts paid to it by the County for items that HRSA determines are not subject to payment from federal grant funds. The

Subrecipient will have no right of action against the County because of the County is unable to perform its obligations of this Contract as a result of the suspension, termination, withdrawal, failure, or lack of sufficient funding from HRSA to the County.

C. On or about the last day of each calendar month during which it provides Services, the Subrecipient will submit an itemized Statement, called "Statement" throughout this Contract, sworn to by the Subrecipient to be true and correct, to the Executive Director, in a form acceptable to the County Auditor, describing in detail those Services, the cost, compensation and expense reimbursement claimed. No amount in excess of an average of one-twelfth (1/12) of the total amount of the Contract will be included in the Statement without prior written approval by the County. Statements will show the name and classification of each person performing Services and the date(s) and time(s) the Services were performed. The Subrecipient will enter all Services into the Centralized Patient Care Data Management System ("CPCDMS") prior to submitting a Statement for payment. Documentation supporting a Statement will also include details of the work, units/duration, the unique identifier (11-character code) of the client(s) receiving Services and the expenses claimed that may be requested by the County Auditor for verification purposes. The Subrecipient will also provide copies of any documents, records, or information requested by the Ryan White Grant Administration or the County Auditor. The Executive Director will review each Statement and approve it with modifications, if any, it deems appropriate and will pay it within twenty (20) calendar days after approval by the County Auditor.

D. Any payments by the County to the Subrecipient may be withheld if the Subrecipient fails to comply with the County's reporting requirements, the program objectives, or other requirements relating to the Subrecipient's performance of work and Services required by this Contract.

E. The Subrecipient understands and agrees that the County will reimburse Subrecipient only for costs incurred in the performance of this Contract that conform to requirements of all applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement with HRSA grant funds. Administrative costs charged by the Subrecipient in the performance of this Contract may not exceed ten percent (10%) of the total charges billed to the County, unless previously approved by the County in writing.

F. The Consolidated Appropriations Act, 2023 (P.L.118-15), enacted November 11, 2023, 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 \$221,900.00, effective January 1, 2024. 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.

G. The Subrecipient must, prior to billing this Contract, have an on-going system to verify clients' eligibility for payment by Medicaid/Medicare and private health insurance, including health insurance purchased through the federal health insurance exchange or Marketplace implemented under the Patient Protection and Affordable Care Act ("ACA"). The County may withhold all or part of any

payments in order to reconcile Medicaid/Medicare or other health insurance reimbursable expenses inappropriately billed to this Contract.

H. Payer of Last Resort. Subrecipient must screen and document financial eligibility and proof of HIV status during each program year. All non-Ryan White fiscal resources, including the clients own resources, must be first used before using, committing, or obligating Ryan White grant funds. Under current HAB and VA policy, veterans receiving VA health benefits will be considered as uninsured, thus exempting veterans from the Payer of Last Resort requirements.

I. The Subrecipient understands and agrees that funds received for the performance of this Contract will not be used to supplant state, local or other federal funds received by the Subrecipient. The County may withhold all or part of any payments to the Subrecipient to offset any reimbursement made to the Subrecipient for any ineligible expenditure not yet refunded to the County by the Subrecipient. Payments to the Subrecipient may also be denied for Subrecipient's failure to furnish required financial reports to the County, failure to respond to financial compliance monitoring reports, or failure to meet program requirements specified in the Scope of Work set out in Attachment No. 01.

J. If the County determines the Subrecipient will not use all of the allocated funds, then the County will reduce the allocated amount so that those funds do not remain unspent, and may be promptly reallocated to other HIV service providers as allowed by the County's procurement procedures. The County will notify the Subrecipient in writing of it reduces the allocated amount. A decision by the County to reduce allocations will be final.

K. The decision of the County Auditor regarding a dispute between the parties over payment to the Subrecipient for Services will be final.

VI. TERMINATION

A. The County may upon thirty (30) calendar days written notice to the Subrecipient, terminate all or any part of this Contract for:

1. Failure of the Subrecipient to comply with the County's reporting requirements, the program objectives, the terms, conditions or standards of this Contract, applicable federal, state or local laws, rules, regulations and ordinances, or any other requirements set out in this Contract;
2. Failure of the Subrecipient to perform the work and Services required by this Contract within the time specified or any extension of time;
3. Failure of the Subrecipient to correct its noncompliance with any term(s) or provision(s) of this Contract within thirty (30) calendar days (or an extension authorized by the County, in writing) after receiving notice of noncompliance from the County; or
4. Reduction, depletion or unavailability of funds allocated to County by HRSA during the Contract term.

B. Notwithstanding subparagraph A, above, the Executive Director may immediately terminate or suspend this Contract to protect the health and safety of clients.

C. Notwithstanding subparagraph A of this Article VI, this Contract may be terminated upon shorter notice if both parties agree.

D. Termination of the Contract will be accomplished by delivering a written notice of termination to the Subrecipient specifying the extent the performance of work or Services has been terminated and the effective date of termination. After receipt of said termination notice, the Subrecipient will stop its work on termination date to the extent specified in the notice. Upon receipt of the notice, the Subrecipient will incur no new obligations and will cancel any outstanding obligations. To the extent federal funds are available and reimbursement is permitted, the County will reimburse the Subrecipient for noncancellable obligations that were incurred prior to the termination date.

E. Upon termination of this Contract, any and all unspent funds that were paid by the County to the Subrecipient for the performance of this Contract will be returned to the County.

F. The County may terminate a Contract at any time if the Subrecipient employs, in any capacity, any person who is then currently employed by Ryan White Grant Administration of Harris County Public Health, or who has been employed by the Ryan White Grant Administration within the six (6) months immediately preceding the commencement of employment by the Subrecipient. For the purposes of this paragraph, the term "employs in any capacity" will mean the receipt of services of any kind in exchange for consideration, regardless of whether the person performs the services as an employee, consultant, agent, independent Contractor, subcontractors or in some other capacity. The Executive Director of Harris County Public Health may waive this requirement upon written request from the Subrecipient. The granting of a waiver is at the discretion of the Executive Director and any such decision by the Executive Director is final.

VII. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). Subrecipient must abide by the following requirements:

TRAFFICKING IN PERSONS

A. Provisions applicable to a recipient that is a private entity:

1. Subrecipient, Subrecipient's employees, subcontractors of this award, and subcontractors' employees may not:

i. Engage in severe forms of trafficking in persons during the term of this Contract;

ii. Procure a commercial sex act during the term of this Contract;

iii. Use forced labor in the performance of the award or sub-awards mentioned in this Agreement.

2. The Federal awarding agency may unilaterally terminate this award, without penalty, if Subrecipient or a subcontractors that is a private entity:

i. is determined to have violated a prohibition in paragraph A.1; or

ii. has an employee who is determined by the agency official authorized to terminate this Contract to have violated a prohibition in paragraph A.1 through conduct that is either:

A. associated with performance of this Contract; or

B. imputed to Subrecipient or the subcontractors using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by Federal awarding agency at 2 CFR part 376.

B. Provisions applicable to a recipient other than a private entity:

The Federal awarding agency may unilaterally terminate this award, without penalty, if a subcontractor that is not a private entity:

1. is determined to have violated an applicable prohibition in paragraph A.1; or

2. has an employee who is determined by the Federal awarding agency official authorized to terminate this Contract to have violated an applicable prohibition in paragraph A.1 through conduct that is either:

i. associated with performance of this Contract; or

ii. imputed to the Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by Federal awarding agency at 2 CFR part 376.

C. Provisions applicable to any recipient:

1. Subrecipient must inform County immediately of any information it receives from any source alleging a violation of a prohibition in paragraph A.1.

2. County's right to terminate unilaterally that is described in paragraph A.2 or B of this section:

- i. implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
- ii. is in addition to all other remedies for noncompliance that are available to Federal awarding agency under this award.

3. Subrecipient must include the requirements of paragraph A.1 in any sub-award you make to a private entity.

D. Definitions. For purposes of this Contract:

1. "Employee" means either:

- i. an individual employed by Subrecipient or a subcontractor who is engaged in the performance of the project or program required by this Contract; or
- ii. another person engaged in the performance of the project or program required by this Contract and not compensated by Subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity" means:

- i. any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25; and
- ii. includes:
 - A. a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**VIII. CERTIFICATION REGARDING LOBBYING AND COMPLIANCE
WITH THE DRUG-FREE WORKPLACE ACT OF 1988**

A. The Subrecipient will comply with the requirements of section 1352 of Public Law 101-121 (31 U.S.C. § 1352) and 45 CFR Part 93 and will require the same compliance of all of its

subcontractors providing Services. It is understood and agreed that no funds obtained by the Subrecipient for the performance of this Contract have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan or cooperative agreement.

B. The Subrecipient (and its subcontractors providing Services) must submit Standard Form-LLL ("Disclosure Form to Report Lobbying") in the form and manner required by its instructions if the Subrecipient (or the subcontractor) receives federal funds in excess of \$100,000.00 for the performance of this Contract, and any other funds that have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this Contract,

C. The Subrecipient further agrees that it will comply with the Drug-Free Workplace Act of 1988, Sections 5151-6160 (41 U.S.C. 8101) Public Law 100-690. Upon execution of this Contract, the Subrecipient will execute and submit to Harris County Public Health the Certification of Compliance with the Drug-Free Workplace Act of 1988 that is attached to this document, marked Attachment No. 03, and incorporated herein for all purposes. The Subrecipient will require execution of the Certification of Compliance with the Drug-Free Workplace Act of 1988 in all Contracts between itself and any subcontractors.

IX. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

The Subrecipient will comply with Public Law 103-227, also known as the Pro-Children Act of 1994, requiring that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity, and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, Contract, loan, or loan guarantee. This law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. This law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. By executing this Contract, the Subrecipient certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined in the Pro-Children Act of 1994. The Subrecipient further will include this certification in all Contracts between itself and any subcontractors in connection with the services performed under this Contract.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Subrecipient certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Subrecipient further will include this certification in all Contracts between itself and any subcontractors performing Services.

XI. INDEPENDENT CONTRACTOR

The Subrecipient is an independent contractor and not an agent, representative or employee of the County. No employee, agent or representative of the Subrecipient will be considered an employee of the County nor be eligible for any benefits, rights, or privileges accorded to County employees.

XII. MANNER OF NOTICE

Notices and communications required by this Contract must be sent by registered or certified United States Mail, postage prepaid (return-receipt requested) or hand delivered to the following address:

BY SUBRECIPIENT TO COUNTY:

Harris County Public Health
1111 Fannin Street, 16th Floor
Houston, Texas 77002
Attn: Ryan White Grant Administration

BY COUNTY TO SUBRECIPIENT:

Houston Area Community Health Services, Inc.,
DBA Avenue 360 Health & Wellness,
2150 West 18th Street, Suite 300
Houston, Texas 77008
Attn: Charlene Flash, Chief Executive Officer
Email address: CFlash@avenue360.org

Notices sent by registered or certified United States mail, properly addressed, postage prepaid, return-receipt requested, are deemed given when deposited in the United States mail.

XIII. INSPECTIONS AND ACCESS TO RECORDS

A. Authorized representatives of the County, HRSA and the Comptroller General of the United States have the right, at all reasonable times, to inspect, conduct site visits or otherwise evaluate the work required by this Contract and the premises in which the Services are being provided in a manner so as not to unduly delay service delivery by the Subrecipient. The Subrecipient will cooperate with and provide reasonable access, facilities and assistance to those representatives.

B. The Subrecipient agrees that the County, HRSA, the Comptroller General of the United States, or any of their duly authorized representatives, will have access to any pertinent books, documents, papers, and records for the purpose of making audit, examination, excerpts and transcripts of transactions related to this Contract. The County will have the right to audit billings both before and after payment.

XIV. CLIENT RECORDS

A. All client records are the property of the Subrecipient. The County, however, may have access to or obtain copies of those records for audit, litigation, or other circumstances that may arise. If this Contract is terminated, the County may deliver written notice to the Subrecipient requesting that the clients receiving Services have their cases and copies of their records transferred to another service provider. Upon receiving such notice, the Subrecipient will take all necessary and reasonable steps to obtain the written consent of the clients for transfer of their cases and records. It is understood and agreed that a client's case and copies of their records will be transferred only to another service provider with the client's written consent. Any disclosure or transfer of records will conform with the confidentiality provisions contained in article XVII of this Contract.

B. The Subrecipient must ensure that documentation is provided in the client's record file of proof of HIV status and eligibility for services under this Contract.

C. **Before the start of this Agreement, or any subsequent term, in the event that the Subrecipient ceases to conduct business, or is unable for any reason, to provide the services described in this Agreement, the Subrecipient will make arrangements to retain client records, in a safe and secure manner for the period of time required by law or up to five (5) years after the client last received services, whichever is longer.**

XV. CLIENT GRIEVANCE PROCEDURES

The Subrecipient will establish and maintain written procedures to address grievances or complaints pertaining to its performance of this Contract. The procedures will be prominently displayed at the Subrecipient's premises and state that the Subrecipient receives Ryan White grant funds from Harris County. The Subrecipient will immediately provide the County with copies of all grievances or complaints it receives.

XVI. EQUIPMENT AND SUPPLIES

A. The acquisition and maintenance of any equipment and supplies required for the performance of this Contract must comply with applicable federal laws, regulations, and rules pertaining to the use of HRSA grant funds for that (those) purpose(s).

B. The term "equipment" as used in this Contract will include all tangible, nonexpendable property, including computer hardware and software that costs more than \$500.00 and has a useful life of more than one year. Title to all equipment purchased with funds provided through this Contract ("Contract funds") will be in Subrecipient's name throughout the Contract term.

C. Subrecipient will not acquire any equipment that is not initially listed in this Contract and approved by the County that costs more than \$500.00 (price plus tax) without prior written approval of the County. Request for County approval must be made in writing, detailing the justification for the acquisition, description of features, make and model, costs, and any other information requested by the County.

D. The Subrecipient will maintain an annual inventory of equipment purchased with Contract funds and submit a report to the County at the end of the Contract term. The Subrecipient will administer a program of maintenance, repair, and protection of assets required for the performance of this Contract to assure their full availability and usefulness, and will ensure that all equipment purchased with Contract funds is adequately insured to cover any loss, destruction or damage to it. In the event the Subrecipient receives funds from any source as compensation or reimbursement for any loss, destruction or damage to the asset(s), Subrecipient will use those funds to repair or replace said asset(s).

E. The Subrecipient will, upon termination of this Contract, execute all necessary documents to transfer title to any equipment that costs \$1,000 or more and is purchased with Contract funds to the County or its designee. If permitted by law, the County may, in its sole discretion, allow title to such property to remain in the Subrecipient's name.

XVII. CONFIDENTIALITY

The Subrecipient will ensure that the confidentiality of all reports, information, client records, and data prepared, collected or assembled by it in the performance of this Contract is maintained in compliance with federal regulations governing Confidentiality of Alcohol and Drug Patient records, 42 CFR, Part 2 and Section 333 of Public Law 91-616 as amended by Public Law 93-282; Texas Health & Safety Code, Chapter 81, Section 81.050; and all *other* applicable federal and state laws, rules and regulations. Any disclosure of confidential client information by the Subrecipient must comply with all applicable federal and state laws, rules and regulations. The Subrecipient will ensure that employees are trained, understand and are familiar with confidentiality requirements regarding HIV/AIDS related medical information and alcohol and drug abuse patient records.

XVIII. FINANCIAL AND PROGRAM REPORTS

A, The Subrecipient will keep a separate record of all Contract funds received by it and will provide the County with all information, records, papers, reports and other documents pertaining to the services furnished that are requested by the County Auditor, the County Public Health Executive Director, HRSA or their duly authorized representatives.

B. **Administrative Cost Reports ("ACR").** Within ten (10) calendar days after the end of each calendar month, the Subrecipient will provide the County with a written report that includes all administrative costs incurred during the previous month. Those administrative costs may not exceed ten percent (10%) of the total charges billed to the County unless the County has given written approval of the item. The Subrecipient will provide the County with a final ACR no later than 21 days after the end of the Contract.

Administrative costs include, but are not limited to, usual and recognized overhead activities, including rent, utilities, and facility costs, costs of management oversight of specific programs supported by Ryan White HIV/AIDS Program funds, including but not limited to, program coordination; clerical; financial and management staff not directly related to patient care; program evaluation and quality improvement; liability insurance; audits; and computer hardware/ software that is not directly related to patient care. If allowed per RFP requirements, any indirect charges pursuant to a federally approved indirect cost rate are considered Administrative Costs. Per HRSA HAB Policy Clarification Notice (PCN) 15-01, the portion of indirect and/or direct facilities expenses such as rent, maintenance, and utilities for areas primarily utilized to provide core medical and support services for eligible RWHAP clients (e.g., clinic, pharmacy, food bank, substance abuse treatment facilities) are not required to be included in the 10% administrative cost cap."

C. **Contractor Expense Reports ("CER").** Within ten (10) calendar days after the end of each calendar month, the Subrecipient will provide the County with an itemized Statement, in a form acceptable to the County Auditor, detailing the services provided and required by this Contract and the cost, compensation and expense reimbursement claimed. The Subrecipient will enter all client services into the Centralized Patient Care Data Management System ("CPCDMS") before submitting the CER to the County. The supporting documentation will include details of the work, units/duration, and the unique client identifier (11-character code) of clients receiving services. The Subrecipient will provide the County with a final CER not later than 21 days after the end of the Contract.

D. **Final Financial Report.** Within forty-five (45) calendar days after the end of the Contract term, the Subrecipient will prepare and submit to the County, a written report describing in detail the services performed and the amount expended for each category of services provided during the term of the Contract.

E. **Audit.** The Subrecipient will comply with all audit requirements established by federal rules and regulations and will submit a copy of all audit reports to the County within thirty (30) calendar days of the Subrecipient's receipt the report. If the Subrecipient is a for-profit organization or entity, the Subrecipient will provide written assurance from an independent public accountant that no profit has been realized from the performance of this Contract and the receipt of Contract funds. Non-profit

and governmental agencies receiving federal funding assistance in the aggregate amount of \$750,000.00 or more during their fiscal year must have an audit conducted in compliance with Code of Federal Regulations 2 CFR 200.501. Proprietary agencies receiving awards of \$25,000.00 or more must submit an audit of their general financial statements within twelve (12) months of their fiscal year end. Non-profit and governmental agencies meeting the \$750,000.00 aggregate threshold may charge 2 CFR 200.501 single audit costs proportionally to their Ryan White grants. However, agencies that do not meet the \$750,000.00 aggregate threshold may not use Federal funds to pay for 2 CFR 200.501 single audit costs. The audit must be submitted to the Harris County Auditor's Office no later than nine (9) months after the end of the audited fiscal year and be performed by entity in good standing per industry standard peer review.

F. Centralized Patient Care Data Management System. The Subrecipient will use the Centralized Patient Care Data Management System ("CPCDMS") provided by the County to document the eligibility status of all clients. The Subrecipient will enter service utilization data for all clients, that includes but is not limited to, the demographic and medical profile of all clients and the number and frequency of the services received by the clients. The Subrecipient will transmit all CPCDMS data in compliance with Harris County, Ryan White Grant Administration CPCDMS policies and procedures. The Subrecipient will use only a Ryan White Grant Administration approved high-speed Internet connection to transfer CPCDMS data.

G. Documentation of Attendance. All agencies providing office- or clinic-based services, including case management, must maintain documentation of the client's attendance at the visit or session. This requirement is in addition to the required progress notes by which the clinician (e.g., physician/physician extender, nurse, dentist, nutritionist, social worker, therapist, case manager, or physical therapist) or staff member (e.g., food pantry worker) documents the service provided. The Subrecipient must implement a strategy that ensures clients who receive office or clinic-based care or services sign-in when they access such services. The Subrecipient may forego this requirement in specific instances if obtaining the signature may discourage clients with mental health status, behavior and/or other life issues from accessing needed care or services. This waiver is available on a strict case-by-case basis and, if granted, must be noted in the client's record.

H. Ryan White Grant Administration Site Visit Guidelines and Standards of Care. The Subrecipient must comply with all Ryan White Grant Administration Site Visit Guidelines and Standards of Care applicable to this Contract. The most current site visit Ryan White Grant Administration guidelines and standards of care may be found at <https://public.health.harriscountytx.gov/Division-Offices/Divisions/Community-Health-Wellness-Division/Ryan-White-Grant-Administration> under the applicable tabs.

I. Ryan White Programmatic and Fiscal Monitoring Standards. Subrecipient must comply with the HRSA Ryan White National Part A Programmatic, Fiscal and Universal Monitoring Standards applicable to Subgrantees, Subrecipients and Subcontractors that have been implemented by Harris County and HCPH/Ryan White Grant Administration. The Ryan White National Monitoring Standards detail the minimum acceptable standards with which Subrecipients must comply. Local Standards of Care, Site Visit guidelines, Outcome Measures, Contract requirements and other requirements implemented by Ryan White Grant Administration often exceed those required by the HRSA Ryan White National Monitoring Standards. Subrecipient must comply with both the National and local

requirements. The most current Ryan White Programmatic and Fiscal Monitoring Standards may be found at <https://careacttarget.org/library/part-and-b-monitoring-standards>.

J. **Quality Management.** The Subrecipient is required to establish and maintain a Clinical Quality Management (CQM) Program as outlined in Ryan White Program Policy Clarification Notice (PCN) 15-02. The Subrecipient must participate in the Quality Management program implemented by the County, including access to client clinical records by the County, or its duly authorized representatives, for the purpose of assessing the extent to which key components, as defined by Ryan White Grant Administration, are in place and ongoing. The most current PCN 15-02 requirements may be found at <https://hab.hrsa.gov/sites/default/files/hab/Global/HAB-PCN-15-02-CQM.pdf>.

XIX. INDEMNITY AND BONDING

A. Each person employed by the Subrecipient who handles Contract funds, including persons authorizing payments, will, during the Contract term, be covered by a fidelity bond providing for indemnification of losses occasioned by: (1) any fraudulent or dishonest act or acts committed by any of the Subrecipient's employees either individually or in concert with others, and/or (2) failure of faithfully his/her duties, or to account properly for all monies and property acquired with Contract funds. This fidelity bond will be in an amount of not less than ten thousand dollars (\$10,000.00).

XX. PROGRAM INCOME

A. All revenues received from the delivery of services will be retained by the Subrecipient and used by it to perform the services set forth in Attachment No. 01. The use of such revenues will comply with the requirements of the Act, 45 CFR Parts 75 and 92, and any other applicable laws, rules or regulations affecting their use and/or expenditure. The Subrecipient further understands and agrees that any interest income earned on the deposit of cash advances of Contract funds may not be retained by the Subrecipient but must be reported on Subrecipient's monthly itemized Statement requesting payment mentioned in article V, subparagraph C, of this Contract. Any such interest income will be deducted from County's reimbursements to the Subrecipient.

B. Program income is gross income earned by Subrecipient directly generated by the Ryan White Part A and/or MAI-supported activity or earned as a result of the Contract award. Program income includes, but is not limited to, income from fees for services performed (e.g., direct payment, or reimbursements received from Medicaid, Medicare and third-party insurance) and income a recipient or sub-recipient earns as the result of a benefit made possible by receipt of a grant or grant funds. Direct payments include charges imposed for Part A and/or MAI services as required under Section 2605(e) of the Ryan White Program legislation, such as enrollment fees, premiums, deductibles, cost sharing, co-payments, coinsurance, or other charges. Program income must be added to funds committed to the project or program and used to further eligible project or program objectives. Subrecipient must have systems in place to account for program income and to ensure its use that is consistent with grant requirements.

XXI. MEDICAID

The Subrecipient understands that if the services performed in accordance with this Agreement are available under the State's Medicaid Plan, the Subrecipient must enter into a participation agreement required by the State Medicaid Plan and must be qualified to receive payment from that plan. Funds received under this Agreement may not be used to provide items or services for which payment has already been made or can be reasonably expected to be received by the Subrecipient from third party payers, including Medicaid, Medicare, Veterans Benefits and/or other state or local programs, prepaid health plans or private insurance. The Subrecipient expressly understands and agrees that this requirement is subject to audit by the County and must be carefully documented in the year-end program report. The Subrecipient must have an on-going system to verify clients' eligibility for payment by Medicaid, Medicare and other third-party payers prior to billing this Contract. The County may withhold all or part of any payments in order to reconcile third party reimbursable expenses inappropriately billed to this Contract. Annually or upon request Subrecipient must provide Ryan White Grant Administration with the individual, group and/or agency Medicaid and NPIN provider numbers, including proof of enrollment in all Medicaid Managed Care Organizations (MCOs) currently operating in the Houston EMA, for all staff and Subrecipients providing Medicaid, Medicare and other third party eligible services.

XXII. NON-DISCRIMINATION

A. The Subrecipient will, in the performance of this Contract, comply with all applicable federal and state laws, standards, orders and regulations regarding equal employment.

B. Further, the Subrecipient will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Subrecipient in the performance of this Contract.

XXIII. INABILITY TO PAY AND LIMITS ON CHARGES

The Subrecipient understands and agrees that any client who is eligible to receive services paid for with Contract funds may not be denied services because of inability to pay. Allowable charges for services paid for with Contract funds are subject to the limitations and guidelines set out in Public Law 101-381, Section 2605 (d) (42 U.S.C. § 300ff-15(e)).

XXIV. COPYRIGHT AND PUBLICATIONS

A. The copyright to all materials created or developed by the Subrecipient with Contract funds are reserved to the Subrecipient. However, the County and HRSA are granted the perpetual, royalty-free, license to copy, use, transfer, and/or disseminate the material in any manner it or they may choose, for any and all purposes, including information, data, software, and/or other materials that are created or developed in connection with, or are the result of the performance of this Contract.

B. The Subrecipient will comply with all applicable regulations, rules and guidelines established by HRSA when issuing statements, press releases, producing printed materials, audiovisuals and other documents describing projects or programs funded, in whole or in part, with the

Contract funds. The Subrecipient will also clearly state that funding for such materials was provided by the County through a grant from HRSA.

XXV. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION ("PHI") AND ELECTRONIC PROTECTED HEALTH INFORMATION ("E PHI")

The purpose of this Section, which in context may also be referred to as a "Business Associate Agreement" ("BAA"), is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended (collectively referred to herein as the "Privacy and Security Requirements").

A. Definitions.

1. "Confidential Information" is information that has been deemed or designated confidential by law (i.e., constitutional, statutory, regulatory, or by judicial decision).
2. "Protected Health Information" ("PHI") is defined in 45 C.F.R. § 164.501 and is limited to information created or received by Subrecipient from or on behalf of the County.
3. "Electronic Protected Health Information" ("E PHI") will mean individually identifiable health information that is transmitted by or maintained in electronic media.
4. "Security Incident" will mean the unauthorized access, use, disclosure, modification, or destruction of Confidential Information, including, but not limited to, PHI and E PHI, or interference with the systems operations in an information system, including, but not limited to, information systems containing E PHI. This definition includes, but is not limited to, lost or stolen transportable media devices (e.g., flash drives, CDs, PDAs, cell phones, and cameras), desktop and laptop computers, photographs, and paper files containing Confidential Information, including, but not limited to, PHI and E PHI.

B. General.

1. Subrecipient will hold all PHI and E PHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended.
2. Subrecipient will be bound by and comply with all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Privacy and Security Requirements. Compliance with this paragraph is at Subrecipient's own expense.

3. Subrecipient will cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other process, including investigations, required as a result of Subrecipient's services to the County. Compliance with this paragraph is at Subrecipient's own expense.
 4. The terms used in this BAA will have the same meaning as those terms in the Privacy and Security Requirements.
- C. Representation. Subrecipient represents that it is familiar with and is in compliance with the Privacy and Security Requirements, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.
- D. Business Associate. Subrecipient is a "Business Associate" of the County as that term is defined under the Privacy and Security Requirements.
1. *Nondisclosure of PHI*. Subrecipient agrees not to use or disclose PHI received from or on behalf of the County or created, compiled, or used by Subrecipient pursuant to this Agreement other than as permitted or required by this BAA, or as otherwise required by law.
 2. *Limitation on Further Use or Disclosure*. Subrecipient agrees not to further use or disclose PHI or EPHI received from or on behalf of the County or created, compiled, or used by Subrecipient pursuant to this BAA in a manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by the County, or if either Subrecipient or the County is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.
 3. *Safeguarding PHI*. Subrecipient will use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA or as required by State or Federal law, regulation, or rule.
 4. *Safeguarding EPHI*. Subrecipient will implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the County. These safeguards will include the following:
 - a) Encryption of EPHI that Subrecipient stores and transmits;
 - b) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;
 - c) Use of updated antivirus software;
 - d) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and

e) Conduct of periodic security training.

5. *Reporting Security Incidents.* Subrecipient will report to the County any Security Incident **immediately** upon becoming aware of such. Subrecipient further will provide the County with the following information regarding the Security Incident as soon as possible, but no more than five (5) business days after becoming aware of the Security Incident: (1) a brief description of what happened, including the dates the Security Incident occurred and was discovered; (2) a reproduction of the PHI or EPHI involved in the Security Incident; and (3) a description of whether and how the PHI or EPHI involved in the Security Incident was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal. If Subrecipient determines that it is infeasible to reproduce the PHI or EPHI involved in the Security Incident, the Subrecipient will notify the County in writing of the conditions that make reproduction infeasible and any information the Subrecipient has regarding the PHI or EPHI involved.

Subrecipient will cooperate in a timely fashion with the County regarding all Security Incidents reported to the County.

The County will review all Security Incidents reported by Subrecipient.

Subrecipient will take the following steps in response, to the extent necessary or required by law, including, but not limited to: (1) notifying the individual(s) whose PHI or EPHI was involved in the Security Incident, either in writing, via telephone, through the media, or by posting a notice on the County's website, or through a combination of those methods, of the Security Incident, and (2) providing the individual(s) whose PHI or EPHI was involved in the Security Incident with credit monitoring services for a period of time to be determined by the County, at no cost to the individuals.

The County, to the extent necessary or required by law, will provide notice of the Security Incident, as required by law, to the Secretary of the United States Department of Health and Human Services ("HHS").

Subrecipient will reimburse the County for all expenses incurred as a result of Subrecipient's Security Incidents, including, but not limited to, expenses related to the activities described above. Subrecipient agrees that the County will select the Subrecipients and negotiate the Contracts related to said expenses.

6. *EPHI and Subcontractors.* Subrecipient will require any agent to whom it provides PHI or EPHI, including a subcontractors, to agree to implement reasonable and appropriate safeguards to protect such PHI or EPHI. Further, Subrecipient will give the County at least sixty (60) days advance notice of its intent to provide PHI or EPHI to an agent located outside of the United States.
7. *Subcontractors and Agents.* Subrecipient will require any subcontractors or agent to whom Subrecipient provides PHI or EPHI received from or on behalf of the County or

created, compiled, or used by Subrecipient pursuant to this BAA, to agree to the same restrictions and conditions that apply to Subrecipient with respect to such PHI and EPHI.

8. *Reciprocal Disclosures.* The Parties agree that the Parties may reciprocally disclose and use PHI or EPHI for initial and continuing eligibility and compliance determinations related to the provision of benefits, for auditing and legal compliance purposes, and for compliance with laws, regulations, and rules related to the provision of medical or drug benefits to persons who may be eligible for such benefits under the Medicare Prescription Drug Benefit Program, Part D, or other federal or State of Texas programs. The County agrees:
 - a) to be bound by these provisions with regard to PHI or EPHI received from Subrecipient;
 - b) to restrict access to such PHI or EPHI to the County's Chief Financial Office, the County's Controller, the County's Compliance Officer, the Harris County Attorney's Office, and designated employees of the County's Benefits Department for legal and auditing services; and
 - c) to take disciplinary action against any employee whose willful act violates these provisions and results in an unlawful disclosure of PHI or EPHI.
9. *Mitigation.* Subrecipient will mitigate, to the extent practicable, any harmful effect that is known to Subrecipient of a use or disclosure of PHI or EPHI by Subrecipient, or by a subcontractors or agent of Subrecipient, resulting from a violation of this BAA, including violations of the Privacy and Security Requirements stated herein. Subrecipient also will inform the County in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.
10. *Notice – Access by Individual.* Subrecipient will notify the County in writing within three (3) business days of any request by an individual for access to the individual's PHI or EPHI and, upon receipt of such request, direct the individual to contact the County to obtain access to the individual's PHI. Upon request by the County, Subrecipient will make available PHI and EPHI to the County or, as directed by the County, to an individual in accordance with 45 C.F.R. § 164.524.
11. *Notice – Request for Amendment.* Subrecipient will notify the County in writing within three (3) business days of any request by an individual for an amendment to the individual's PHI or EPHI and, upon receipt of such request from the individual, direct the individual to the County to request an amendment of the individual's PHI or EPHI. Subrecipient will make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to or directed by the County in accordance with 45 C.F.R. § 164.526.
12. *Notice – Request for Accounting.* Upon receipt of any request from an individual for an accounting of disclosures made of the individual's PHI or EPHI, Subrecipient will

notify the County in writing within three (3) business days of any such request, and upon receipt of such request from the individual, direct the individual to the County for an accounting of the disclosures of the individual's PHI or EPHI. Subrecipient will make available upon request the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pursuant to 45 C.F.R. § 164.528(a), an individual has a right to receive an accounting of certain disclosures of PHI or EPHI in the six (6) years prior to the date on which the accounting is requested.

13. *HHS Inspection.* Upon written request, Subrecipient will make available to HHS or its designee, Subrecipient's internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from, or created or received on behalf of, the County in a time or manner designated by HHS for purposes of HHS determining the County's compliance with the Privacy and Security Requirements.
14. *County Inspection.* Upon written request, Subrecipient will make available to the County and its duly authorized representatives during normal business hours Subrecipient's internal practices, books, records and documents relating to the use and disclosure of confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the County in a time and manner designated by the County for the purposes of the County determining compliance with the Privacy and Security Requirements. Subrecipient will allow such access until the expiration of four (4) years after the services are furnished under the Contract or subcontract or until the completion of any audit or audit period, whichever is later. Subrecipient will allow similar access to books, records, and documents related to Contracts between Subrecipient and organizations related to or subcontracted by Subrecipient to whom Subrecipient provides confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the County.
15. *PHI or EPHI Amendment.* Subrecipient will incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by the County pursuant to this BAA when notified by the County that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the Privacy and Security Requirements.
16. *Documentation of Disclosures.* Subrecipient will document disclosure of PHI or EPHI and information related to such disclosures as is necessary for the County to respond to a request by an individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. § 164.528, as amended.
17. *Termination Procedures.* Upon termination of this BAA for any reason, Subrecipient will deliver all PHI or EPHI received from the County or created, compiled, or used by Subrecipient pursuant to this BAA within thirty (30) days from the date of termination, or, if specially requested to do so by the County in writing, to destroy all PHI or EPHI within the time frame determined by the County, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when

Subrecipient maintains PHI or EPHI from the County in any form. If Subrecipient determines that transferring or destroying the PHI or EPHI is infeasible, Subrecipient agrees:

- a) to notify the County of the conditions that make transfer or destruction infeasible;
- b) to extend the protections of this BAA to such PHI or EPHI; and
- c) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return, or transfer to the County, or destruction infeasible.

18. *Notice-Termination.* Upon written notice to Subrecipient, the County may terminate any portion of the Agreement under which Subrecipient maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to Subrecipient, the County may terminate the entire Agreement if the County determines, at its sole discretion, that Subrecipient has repeatedly violated a Privacy or Security Requirement.

E. Survival of Privacy Provisions. Subrecipient's obligations with regard to PHI and EPHI will survive termination of this BAA and the Agreement.

F. Amendment Related to Privacy and Security Requirements. The Parties agree to take such action as is necessary to amend this BAA if the County, in its reasonable discretion, determines that amendment is necessary for the County to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this BAA will be resolved to permit the County to comply with the Privacy and Security Requirements.

G. Indemnification. Subrecipient will indemnify and hold harmless, to the extent allowed by law, the County and its Board of Managers, officers, employees, and agents (individually and collectively "Indemnitees") against any and all losses, liabilities, judgments, penalties, awards, and costs (including costs of investigations, legal fees, and expenses) arising out of or related to:

- 1. a breach of this BAA relating to the Privacy and Security Requirements by Subrecipient; or
- 2. any negligent or wrongful acts or omissions of Subrecipient or its employees, directors, officers, subcontractors, or agents, relating to the Privacy and Security Requirements, including failure to perform their obligations under the Privacy and Security Requirements.

H. Electronic Mail Addresses. Subrecipient affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.137 *et seq.*, as amended, and will survive termination of this

BAA. This consent will apply to e-mail addresses provided by Subrecipient and agents acting on behalf of Subrecipient and will apply to any e-mail address provided in any form for any reason whether related to this BAA or otherwise.

- I. Except as otherwise limited in this BAA, Subrecipient may use or disclose Protected Health Information it creates or receives from or on behalf of the County to provide the services to or on behalf of the County set out in the Agreement to which this BAA is attached.
- J. This BAA survives the termination of the Agreement and expires seven (7) years after its termination.

XXVI. ACCESS TO BOOKS AND RECORDS OF SUBRECIPIENT

The Subrecipient will keep a separate record of all funds received and disbursed in the performance of this Contract and will provide the County or its designee all requested information, records, papers, reports, and other documents regarding any aspect of the services furnished. Subrecipient will also make records, books, documents, and papers of the Subrecipient that relate in any way to the services provided available for inspection, audit, examination, and copying by the County or its representative. Further, the Subrecipient will allow the Comptroller General of the United States, the Department of Health and Human Services ("HHS"), the County Auditor, and their duly authorized representatives, access to Contracts, books, documents, and records necessary to verify the nature and extent of the costs of the Services provided by the Subrecipient. The Subrecipient will allow such access until the expiration of four (4) years after the Services are furnished in accordance with this Contract or subcontract or until the completion of any audit or audit period, whichever is later. Such access will comply with the regulations of the Centers for Medicare and Medicaid Service ("CMS") and 42 CFR 420.302, as amended. The Subrecipient will allow similar access to books, records, and documents related to Contracts between the Subrecipient and organizations related to or subcontracted by the Subrecipient, as defined by the regulations of CMS. No records will be destroyed that are required to be kept by federal, state, or county statute, law, rule, ordinance, or order, or by application of conditions of Medicaid or Medicare provider agreements, or by other applicable agreements, including grant applications and requirements entered into between the County or state and third-party payer. The Subrecipient will keep all PHI, as defined herein, and records relating to disclosure of PHI for seven (7) years after the last date of service or, at the County's option, will transfer such records to the County upon termination of this Agreement.

XXVII. E-MAIL ADDRESSES

The Subrecipient affirmatively consents to disclosure of its e-mail addresses provided to the County any County agency or department. This consent is intended to comply with the requirements of section 552.137 of the Texas Government Code, as amended, and will survive termination of this Agreement. This consent will apply to e-mail addresses provided by the Subrecipient and agents acting for the Subrecipient and will apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

XXVIII. GENERAL PROVISIONS

- A. **Governing Laws.** This Agreement will be interpreted under the laws of the State of Texas and applicable federal law. Exclusive venue for any cause of action arising out of or in relation to this Agreement will be in Harris County, Texas.
- B. **Captions.** The captions at the beginning of the numbered articles of this Contract are guides and labels to assist in locating and reading such articles, and, therefore, will be given no effect in construing this Contract and will not be restrictive of the subject matter of any article, section or part of this Contract.
- C. **Successors and Assigns.** This Contract will bind and benefit the respective parties and their legal successors, and will not be assignable, in whole or in part, by any party hereto without first obtaining the written consent of the other party.
- D. **Severability.** If any provision of this Contract is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions will be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein.
- E. **Anti-Boycott.** In accordance with Tex. Gov't Code Ann. § 2270.002, Subrecipient warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.
- F. **No Third-Party Beneficiaries.** The County is not obligated or liable to any party other than Contractor for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party. Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.
- G. **No Personal Liability; No Waiver of Immunity.** Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County. The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.
- H. **Energy Company.** Subrecipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Subrecipient meets an exemption under subsection (c), then, as

required by subsection (b), Subrecipient's signature on this Agreement constitutes Subrecipient's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

- I. Firearm and Ammunition Industries. Subrecipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Subrecipient meets an exemption under subsection (c) or section 2274.003, then, as required by subsection (b) of section 2274.002, Subrecipient's signature on this Agreement constitutes Subrecipient's written verification that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the contract.
- J. Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Subrecipient warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Subrecipient does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- K. Amendments and Modifications. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument will be of no force and effect excepting a subsequent modification in writing signed by all parties hereto.
- L. Entire Agreement. This Contract, including Attachments Nos. 01, 02 and 03 contain the entire agreement between the County and the Subrecipient, and supersedes all prior negotiations, representations and agreements whether written or oral.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE

County Attorney

By: 

T. Scott Petty
Senior Assistant County Attorney
C.A. File No. 24GEN0613

HARRIS COUNTY

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

ATTEST:

By: _____

Secretary

**Houston Area Community Health Services,
Inc., DBA Avenue 360 Health & Wellness**

By: 

Dr. Charlene Flash, Chief Executive Officer

Date Signed: 3/28/2024

ATTACHMENT NO. 01

SECTION I. SCOPE OF SERVICES

HRSA Service Category: 1. Outpatient/Ambulatory Medical Care
2. Medical Case Management

Local Service Category: Adult Comprehensive Primary Medical Care – CBO MAI
i. Community-based Targeted to African American
ii. Community-based Targeted to Hispanic

Amount Available: MAI Allocation Amount: \$126,324.00

Primary Medical Care: \$102,540.00

i. Targeted to African American: \$43,380.13
ii. Targeted to Hispanic: \$59,159.87

Medical Case Management: \$23,784.00

i. Targeted to African American: \$11,809.37
ii. Targeted to Hispanic: \$11,974.63

Note: The Houston Ryan White Planning Council (RWPC) determines overall annual Part A and MAI service category allocations & reallocations. RWGA has sole authority over contract award amounts.

Target Population: Comprehensive Primary Medical Care – Community Based MAI
i. Targeted to African American: African American ages 13 or older
ii. Targeted to Hispanic: Hispanic ages 13 or older

Client Eligibility: PLWHA residing in the Houston EMA (prior approval required for non-EMA clients).
Age, Gender, Race, Subrecipient must adhere to Targeting requirements and Budget limitations as applicable.
Ethnicity, Residence, etc.

Financial Eligibility: *See Approved Financial Eligibility for Houston EMA/HSDA*

Budget Type: Hybrid Fee for Service

Budget Requirement or Restrictions: **Primary Medical Care:**
100% of clients served with MAI funds must be members of the targeted population.

Service Unit Definition/s: **Outpatient/Ambulatory Medical Care:** One (1) unit of service = One (1) primary care office/clinic visit or telehealth which includes the following:

- Primary care physician/nurse practitioner, physician's assistant or clinical nurse specialist examination of the patient, and

- Medication/treatment education
- Medication access/linkage
- OB/GYN specialty procedures (as clinically indicated)
- Nutritional assessment (as clinically indicated)
- Laboratory (as clinically indicated, not including specialized tests)
- Radiology (as clinically indicated, not including CAT scan or MRI)
- Eligibility verification/screening (as necessary)
- Follow-up visits wherein the patient is not seen by the MD/NP/PA are considered to be a component of the original primary care visit.

Medical Case Management: 1 unit of service = 15 minutes of direct medical case management services to an eligible PLWHA performed by a qualified medical case manager.

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.

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.

Standards of Care: Subrecipients must adhere to the most current published Part A/B Standards of Care for the Houston EMA/HSDA. **Services must meet or exceed applicable United States Department of Health and Human Services (DHHS) guidelines for the Treatment of HIV/AIDS.**

Local Service Category Definition/Services to be Provided: **Outpatient/Ambulatory Primary Medical Care:** Services include on-site physician, physician extender, nursing, phlebotomy, radiographic, laboratory, pharmacy, intravenous therapy, home health care referral, licensed dietician, patient medication education, and patient care coordination. The Subrecipient must provide continuity of care with inpatient services and subspecialty services (either on-site or through specific referral to appropriate medical provider upon primary care Physician's order).

Services provided to women shall further include OB/GYN physician & physician extender services on-site or by referral, OB/GYN services, colposcopy, nursing, phlebotomy, radiographic, laboratory, pharmacy, intravenous therapy, home health care referral, licensed dietician, patient medication/women's health education, patient care coordination, and social services. The Subrecipient must provide continuity of care with inpatient services and subspecialty services (either on-site or through specific referral protocols to appropriate agencies upon primary care Physician's order).

Outpatient/Ambulatory Primary Medical Care must provide:

- Continuity of care for all stages of adult HIV infection;
- Laboratory and pharmacy services including intravenous medications (either on-site or through established referral systems);
- Outpatient psychiatric care, including lab work necessary for the prescribing of psychiatric medications when appropriate (either on-site or through established referral systems);
- Access to the Texas ADAP program (either on-site or through established referral systems);
- Access to compassionate use HIV medication programs (either directly or through established referral systems);
- Access to HIV related research protocols (either directly or through established referral systems);
- Must at a minimum, comply with Houston EMA/HSDA Part A/B Standards for HIV Primary Medical Care. The Subrecipient must demonstrate on an ongoing basis the ability to provide state-of-the-art HIV-related primary care medicine in accordance with the most recent DHHS HIV treatment guidelines. Rapid advances in HIV treatment protocols require that the Subrecipient provide services that to the greatest extent possible maximize a patient's opportunity for long-term survival and maintenance of the highest quality of life possible.
- On-site Outpatient Psychiatry services.
- On-site Medical Case Management services.

- On-site Medication Education.
- Physical therapy services (either on-site or via referral).
- Specialty Clinic Referrals (either on-site or via referral).
- On-site pelvic exams as needed for female patients with appropriate follow-up treatment and referral.
- On site Nutritional Counseling by a Licensed Dietitian.

Services for women must also provide:

- Well woman care, including but not limited to: PAP, pelvic exam, HPV screening, breast examination, mammography, hormone replacement and education, pregnancy testing, contraceptive services excluding birth control medications.
- Obstetric Care: ante-partum through post-partum services, child birth/delivery services. Perinatal preventative education and treatment.
- On-site or by referral Colposcopy exams as needed, performed by an OB/GYN physician, or physician extender with a colposcopy provider qualification.
- Social services, including but not limited to, providing women access to child care, transportation vouchers, food vouchers and support groups at the clinic site;

Screening for Eye Disorders: Subrecipient must ensure that patients receive appropriate screening and treatment for CMV, glaucoma, cataracts, and other related problems.

Medical Case Management Services: Services include screening all primary medical care patients to determine each patient's level of need for Medical Case Management services, performing a comprehensive assessment, including an assessment of the patient's health literacy, and developing a medical service plan for each client that demonstrates a documented need for such services, monitoring medical service plan to ensure its implementation, and educating client regarding wellness, medication and health care appointment adherence. The Medical Case Manager serves as an advocate for the client and as a liaison with medical providers on behalf of the client. The Medical Case Manager ensures linkage to mental health, substance abuse and other client services as indicated by the medical service plan.

Agency

Requirements:

Providers and system must be Medicaid/Medicare certified.

Eligibility and Benefits Coordination: Subrecipient must implement consumer-friendly, culturally and linguistically appropriate new and ongoing patient eligibility verification and benefit coordination processes that ensure accountability with Ryan White Payer of Last Resort requirements while achieving maximum utilization of eligible benefits. Eligibility processes should provide clients with a meaningful

understanding of their benefits, expected out-of-pocket expenses and other information needed to ensure full and continued participation in care.

Staff Requirements: Subrecipient is responsible for ensuring that services are provided by State licensed internal medicine and OB/GYN physicians, specialty care physicians, psychiatrists, registered nurses, nurse practitioners, vocational nurses, pharmacists, physician assistants, clinical nurse specialists, physician extenders with a colposcopy provider qualification, x-ray technologists, State licensed dietitians, licensed social worker and ancillary health care providers in accordance with appropriate State licensing and/or certification requirements and with knowledge and experience of HIV disease. In addition, Subrecipient must ensure the following staff requirements are met:

Medication and Adherence Education: The program must utilize an RN, LVN, PA, NP, pharmacist or MD licensed by the State of Texas, who has at least two (2) years paid experience in the preceding five (5) years in HIV/AIDS care, to provide the educational services. Licensed social workers who have at least two (2) years paid experience in the preceding five (5) years in HIV/AIDS care may also provide adherence education and counseling.

Special Requirements: **All primary medical care services must meet or exceed current United States DHHS Treatment Guidelines for the treatment and management of HIV disease.**

Primary Medical Care Services: Services funded under this grant cannot be used to supplant insurance or Medicare/Medicaid reimbursements for such services. Clients eligible for such reimbursement may not be billed to this contract. Medicare and private insurance co-payments may be eligible for reimbursement under Ryan White Health Insurance Assistance (HINS) program guidelines. Patients needing such assistance should be referred to the local Ryan White-funded HINS provider for assistance. Under no circumstances may the Subrecipient bill the County for the difference between the reimbursement from Medicaid, Medicare or Third-Party insurance and the fee schedule under the contract. Furthermore, potential clients who are Medicaid/Medicare eligible or have other Third Party payers may not be denied services or referred elsewhere by the Subrecipient based on their reimbursement status (i.e. Medicaid/Medicare eligible clients may not be referred elsewhere in order that non-Medicaid/Medicare eligible clients may be added to the contract). Failure to serve Medicaid/Medicare eligible clients based on their reimbursement status will be grounds for the immediate termination of contract.

For primary medical care services targeted to the Latino community at least 50% of the clinical care team must be fluent in Spanish.

Diagnostic Procedures: A single Diagnostic Procedure limited to procedures on the approved list of diagnostic procedures (see below) without prior County approval. Approved diagnostic procedures will be reimbursed at invoice cost. Part A and Part A/MAI-funded programs must refer to the RWGA website for the most current list of

approved diagnostic procedures and corresponding codes: www.hcphtx.org/rwga. **Diagnostic procedures not listed on the website must have prior approval by RWGA.**

Maintaining Referral Relationships (Point of Entry Agreements): Subrecipient must maintain appropriate relationships with entities that constitute key points of access to the health care system for individuals with HIV disease, including but not limited to, Harris Health System and other Houston EMA-located emergency rooms, Harris County Jail, Texas Department of Criminal Justice incarceration facilities, Immigration detention centers, substance abuse treatment and detoxification programs, adult and juvenile detention facilities, Sexually Transmitted Disease clinics, federally qualified health centers (FQHC), HIV disease counseling and testing sites, mental health programs and homeless shelters. These referral relationships must be documented with written collaborative agreements, contracts or memoranda of understanding between Subrecipient and appropriate point of entry entities and are subject to audit by RWGA. Subrecipient and POE entity staff must regularly (e.g. weekly, bi-weekly depending on volume of referrals) meet 1:1 to discuss new referrals to primary medical care services. Such case conferences must be documented in the client record and properly entered into the CPCDMS.

Use of CPCDMS Data System: Subrecipient must comply with CPCDMS business rules and procedures. Subrecipient must enter into the CPCDMS all required clinical data, including but not limited to, HAART treatment including all changes in medication regimens, Opportunistic Infections, screening and treatment for STDs and Hepatitis A, B, C and other clinical screening and treatment data required by HRSA, TDSHS and the County. Subrecipient must perform Registration updates in accordance with RWGA CPCDMS business rules for all clients wherein Subrecipient is client's CPCDMS record-owning agency. Subrecipient must utilize an electronic verification system to verify insurance/3rd party payer status monthly or per visit (whichever is less frequent).

Bus Pass Distribution: The County will provide Subrecipient with METRO bus pass vouchers. Bus Pass vouchers must be distributed in accordance with RWGA policies and procedures, standards of care and financial eligibility guidelines. Subrecipient may only issue METRO bus pass vouchers to clients wherein the Subrecipient is the CPCDMS record owning Subrecipient. METRO bus pass vouchers shall be distributed as follows:

Expiration of Current Bus Pass: In those situation wherein the bus pass expiration date does not coincide with the CPCDMS registration update the Subrecipient must distribute METRO bus pass vouchers to eligible clients upon the expiration of the current bus pass or when a Value-based bus card has been expended on eligible transportation needs. Subrecipient may issue METRO bus passes to eligible clients living outside the METRO service area in those situations where the Subrecipient has

documented in the client record that the client will utilize the METRO system to access needed HIV-related health care services located in the METRO service area.

Gas Cards: Primary Medical Care Subrecipients must distribute gasoline vouchers to eligible clients residing in the rural service area in accordance with RWGA policies and procedures, standards of care and financial eligibility guidelines. Gas Cards are only available to Rural primary medical care Subrecipients without prior approval by RWGA.

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 2/28/25 to provide at least **618** unduplicated eligible People Living With HIV (PLWHA) adult clients¹ as listed below with comprehensive outpatient primary health care and medical case management services as documented by entries in the CPCDMS database. The population targets for this contract are:

- a. African American (non-Hispanic): **245** unduplicated PLWHA with outpatient primary care services and **95** unduplicated PLWHA with medical case management services.
- b. Hispanic: **256** unduplicated PLWHA with outpatient primary care services and **22** unduplicated PLWHA with medical case management services.

Objectives are subject to revision upon issuance of final (total) contract amount.

¹ For purposes of calculating unduplicated clients served, a client shall be counted if they had two or more physician or physician extender visits more than 90 days apart between 3/1/24 and 5/31/24, including visits charged to MAI.

SECTION II. SPECIAL PROVISIONS

Subrecipient agrees to submit billing under the following criteria:

1. All bills must be submitted no later than 10 days after the end of each month in which services were provided.
2. All required CPCDMS data entry for each billing month must be entered into the CPCDMS no later than 10 days, match any extension, after the end of each month in which services were provided.
3. All charges not eligible to be billed to this contract may be billed to patients according to subrecipient's billing procedures.

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:

23.36%	Women (ages 25 and older)
0.01%	Infants (ages 0 - < 1 year)
0.12%	Children (ages 1 – 12 years)
3.39%	Youth (ages 13 – 24)

ATTACHMENT NO. 02

BUDGET Medical Case Management

		<u>Total</u>
FEE CHARGED PER UNIT OF SERVICE		\$30.00
1 unit of service = 15 minutes of direct client service providing medical care coordination by a Medical Case Manager for eligible HIV-infected clients, including other allowable activities*. Subrecipient must enter time in exact increments of 1 minute each. For example, 23 minutes of medical case management services to an eligible client must be entered into the CPCDMS as 23 minutes. Subrecipient may not round time up or down. <i>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 (2) units for a comprehensive assessment or service plan, and one (1) unit for a brief assessment.</i>		
NUMBER OF UNITS OF SERVICE TO BE PROVIDED		792.80
TOTAL COST OF THESE SERVICES	(\$30.00 x 792.80)	\$23,784.00
Personnel	\$27.42	
Fringe	\$ 2.58	
Travel	\$.00	
Equipment	\$.00	
Supplies	\$.00	
Contractual	\$.00	
Other	\$.20	
TOTAL	\$30.00	

*** 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

ATTACHMENT NO. 02

BUDGET

Primary Health Care Visits by Physician & Physician Extender

	<u>Total</u>
FEE CHARGED PER UNIT OF SERVICE	\$300.00
One (1) unit of service = One (1) primary care office/clinic visit which includes the following:	
<ul style="list-style-type: none">• Primary care physician/nurse practitioner, physician's assistant or clinical nurse specialist examination of the patient, and• Medication/treatment education• Medication access/linkage• Nutritional assessment (as clinically indicated)• Laboratory (as clinically indicated, not including specialized tests)• Radiology (as clinically indicated, not including CAT scan or MRI)• Eligibility verification/screening (as necessary)• Follow-up visits wherein the patient is not seen by the MD/NP/PA are considered to be a component of the original primary care visit. In situations where a client is examined by both the Physician and Physician Extender on the same date, only the Physician Visit may be billed.	
NUMBER OF UNITS OF SERVICE TO BE PROVIDED	341.54
TOTAL COST OF THESE SERVICES	(\$300.00 x 341.54)
	\$102,461.85
Personnel	\$236.26
Fringe	\$ 35.06
Travel	\$.00
Equipment	\$.00
Supplies	\$ 11.25
Contractual	\$.00
Other	\$ 17.43
TOTAL	\$300.00

Total Amount of Funds for Disbursements of Diagnostic Procedures* **\$78.15**

A single Diagnostic Procedure limited to procedures listed on the *Approved List of Diagnostic Procedures* located at www.hcphtx.org/rwga Approved diagnostic procedures will be reimbursed at invoice cost. *Diagnostic procedure codes must be provided on invoice to process reimbursements.

TOTAL **\$126,324.00**

Total reimbursements to the Subrecipient under the Contract shall not exceed \$126,324.00 The Subrecipient further understands and agrees that the Subrecipient shall only be reimbursed for expenses incurred in connection with the Subrecipient's adult outpatient primary medical health care program targeted to African Americans and Hispanics.

The Subrecipient shall submit its final request for payment to the County no later than March 21, 2025.

ATTACHMENT NO. 03

**Certification of Compliance
With The Drug-Free Workplace Act of 1988**

Houston Area Community Health Services, Inc., DBA Avenue 360 Health & Wellness certifies that it has been furnished a copy of the Drug-Free Workplace Act of 1988, Section 5151-5160 (41 U.S.C. 701), Public Law 100-690 and hereby certifies that it is in compliance with such Act.

Charlene A. Flah

Signature

CHARLENE A. FLAH

Printed Name

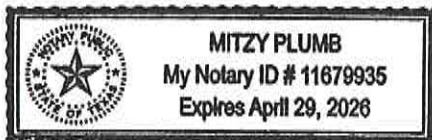
President + CEO

Title

3/28/2024

Date

SUBSCRIBED AND SWORN TO BEFORE ME on this 28 day of March, 2024, to certify which witness my hand and seal of office.



Mitzy Plumb

Notary Public, State of Texas

Mitzy Plumb

Notary Public's Printed Name

My commission expires: 4/29/2026

ORDER OF COMMISSIONERS COURT
AUTHORIZING AGREEMENT WITH HOUSTON AREA COMMUNITY HEALTH SERVICES,
INC., DBA AVENUE 360 HEALTH & WELLNESS

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 AGREEMENT WITH HOUSTON AREA COMMUNITY HEALTH
SERVICES, INC., DBA AVENUE 360 HEALTH & WELLNESS TO PROVIDE SERVICES TO
CERTAIN HIV-INFECTED AND AFFECTED PERSONS IN THE HOUSTON ELIGIBLE
METROPOLITAN AREA

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 an agreement in an amount not to exceed \$126,324.00 with Houston Area Community Health Services, Inc., DBA Avenue 360 Health & Wellness to provide services to certain HIV-infected and affected individuals in the Houston Eligible Metropolitan Area. The Agreement 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.

CONTRACT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Contract (sometimes "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 **Houston Area Community Health Services, Inc., DBA Avenue 360 Health & Wellness**, ("the Subrecipient").

I. PURPOSE

A. The County has been awarded federal grant funds from a federal grant program established by the Ryan White HIV/AIDS Treatment Extension Act of 2009 ("Act") that makes from the United States Public Health Service, Health Resources and Services Administration ("HRSA") federal assistance funds available to the County. That federal assistance is directed through the office of the urban county's chief elected official ("the County Judge of Harris County") that administers the public health agency providing outpatient and ambulatory services to the greatest number of individuals with AIDS, as reported to and confirmed by the Centers for Disease Control. The amounts received for participating in the grant program are to be used to provide direct financial assistance to qualified entities for the purpose of delivering core medical services and support services.

B. The County Judge of Harris County has established the Houston Area Ryan White Planning Council ("Planning Council") that is responsible for establishing priorities for the allocation of funds and the development of a comprehensive plan for the organization and delivery of health services described in section 300ff-14 of the Act, that are compatible with any existing State or local plan for the provision of health services to individuals with HIV disease and the assessment of the efficiency of the administrative mechanism in order to rapidly allocate funds to the areas of greatest need. The County desires to obtain the services of the Subrecipient to provide certain services to certain HIV-infected and affected individuals in the Houston Eligible Metropolitan Area.

II. SCOPE OF SERVICES

The Subrecipient will perform the work described in the Scope of Work set out in Attachment No. 01 and 02, called "Services" throughout this Contract. The Attachment is incorporated into this Contract as though copied verbatim in it. The Subrecipient understands and agrees that the funds provided by the County may only be used for the Services.

III. STANDARDS

A. The Subrecipient will perform all of the Services and other obligations of this Contract in accordance with generally accepted, applicable standards and will comply with all federal, state, or local laws, rules, regulations, ordinances and the grant award that in any manner affect its performance of this Contract and/or its receipt, disbursement, and accounting of funds received for its performance of this Contract. The goals, terms, and requirements of the federal grant from HRSA to the County are incorporated in this Contract by reference.

B. During all times in which Subrecipient has an active Ryan White Contract with the County, Subrecipient must annually register with the Federal Government's System for Award Management ("SAM"), providing it with current, accurate information Subrecipient must ensure that its SAM registration is active and MPIN is current. Information about registering with the SAM can be found at <https://usfcr.com/>.

C. The Subrecipient will ensure that personnel providing Services have all licenses required by law and/or are qualified to perform those Services. The Subrecipient will further ensure that all program and/or facility licenses necessary to provide the required Services are current and to immediately notify the County if any such licenses become invalid or are canceled during the term of this Contract.

D. The Subrecipient will immediately notify the Executive Director of the Harris County Public Health (PHS) Department ("Executive Director"), or other person designated by the Executive Director, of any problems, delays or adverse conditions that will affect the ability of the Subrecipient to perform its Contract obligations. All such notices will include a statement of actions taken or to be taken by the Subrecipient to resolve the problems, delays or adverse conditions. The Subrecipient will also promptly notify the Executive Director, or his or her duly authorized representative, if it anticipates providing the Services with a lower cost than the allocated amount or within a shorter period of time than the Contract term.

E. The Subrecipient will develop, implement and maintain financial management and control systems that meet or exceed the requirements established by HRSA. These requirements will include, but will not be limited to:

1. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of associated costs;
2. A financial management system to include:
 - (a) accurate and complete payroll, accounting, and financial reporting records;
 - (b) cost source documentation;
 - (c) effective internal budgetary controls;
 - (d) determination of reasonableness, allowability and allocability of costs; and
 - (e) timely and appropriate audits and resolution of any audit findings; and

If fees are charged to clients receiving Services, a fee schedule, including: a) a system for discounting or adjusting charges based on a client's Modified Adjusted Gross Income (MAGI) and family size, in accordance with the requirements of the Act, b) a mechanism for billing and collecting fees from third party payers and c) a mechanism for reasonable efforts to collect allowable fees from clients. Charges by Subrecipient for the provision of Services must be a sliding fee schedule that is

available to the public. Individual annual aggregate charges to patients receiving Services must conform to the following limits:

INDIVIDUAL/FAMILY ANNUAL GROSS INCOME	TOTAL ALLOWABLE ANNUAL CHARGES
Equal to or below official poverty line ("OPL")	No charges permitted
101% to 200% of OPL	5% or less of MAGI
201% to 300% of OPL	7% or less of MAGI
300+% of OPL	10% or less of MAGI

"Aggregate Charges" means annual charges imposed for all Services regardless of terminology (i.e. enrollment fees, premiums, deductibles, cost-sharing, co-payments, coinsurance, etc.) and applies to all service providers from whom individuals receive Services. A simple application showing annual gross salary of an individual or family will be used to establish the appropriate level of fees.

F. Anti-kickback Statue. The Subrecipient will comply with 42 USC 1320a-7b(b) by: 1) implementing an employee Code of Ethics or Standards of Conduct policy, 2) personnel policies, 3) for Medicaid and Medicare providers, implementing a Corporate Compliance Plan, 4) implementing Bylaws and policies that include ethics standards or business conduct practices, 5) maintaining documentation of any employee or Board Member violation of the Code of Ethics or Standards of Conduct policy, and 6) maintaining documentation of any complaint of violation of the Code of Ethics or Standards of Conduct and resolution of the complaint.

G. The Subrecipient must comply with all applicable Provider/Subgrantee Requirements and Responsibilities detailed in the HRSA HIV/AIDS Bureau (HAB) National Monitoring Standards for Ryan White HIV/AIDS Part A and Part B Grantees and implemented by Harris County Public Health/Ryan White Grant Administration. The most current Ryan White Programmatic and Fiscal Monitoring Standards may be found: <https://careacttarget.org/library/part-and-b-monitoring-standards>

H. The Subrecipient will participate in all evaluations, studies, and reviews conducted by either the County or the Planning Council regarding services funded with Ryan White grant funds.

I. The Subrecipient will participate in the Outcome Evaluations, Standards of Care, Quality Assurance and Quality Management activities conducted by the County regarding services funded with Ryan White grant funds.

J. The Subrecipient may not subcontract any of its duties or obligations of this Contract without the express written consent of the County. Any request for the right to use a subcontractor will include the name and address of the subcontractor and a copy of the proposed subcontract. As a condition of granting permission to use a subcontractor, the County may require changes or additions to the subcontract.

K. It is understood and agreed between the parties that the Subrecipient's performance of the obligations of this Contract will be reviewed by the County. The Subrecipient's failure to perform any of its Contract obligations in accordance with all terms and conditions of this Contract will be considered in any future allocation of Ryan White grant funds by the County.

L. **41 U.S.C. § 4712.** Subrecipient must comply with 41 U.S.C. § 4712 regarding enhancement of contractor protection from reprisal for disclosure of certain information. This program requires all grantees, their subgrantees, and subcontractors to:

1. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the program;
2. Inform their employees in writing of employee whistleblower protections of this law in the predominant native language of the workforce; and,
3. Include such requirements in any agreement made with a subcontractors or subgrantee.

M. **Fraud, Waste or Abuse Hotline.** Subrecipient shall immediately report to the County through the County's Fraud, Waste, or Abuse Hotline and also notify the County in accordance with all the Notice provisions contained in this Agreement all suspected or known instances and facts concerning fraud, waste, abuse, or criminal activity under this Agreement. The County's Fraud, Waste, or Abuse Hotline can be accessed by phone at 866-556-8181 or online at <https://secure.ethicspoint.com/domain/media/en/gui/68174/index.html>

IV. TIME OF PERFORMANCE

The term of this Contract will begin on March 01, 2024 and end on February 28, 2025, unless sooner terminated as provided by any provision hereof. The County may offer one-year renewal options based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by Harris County Commissioners Court. Once renewal options are exhausted, the Contract must be rebid. The County reserves the right to rebid at any time that it deems to be in its best interest but is not bound to automatically renew.

V. COMPENSATION AND PAYMENT FOR SERVICES

A. Attachment No. 02 and 04, incorporated by reference as though copied verbatim, is the Budget for this Contract. Subject to the limitation upon and the availability of funds provided by HRSA to the County for the performance of Services, the County will pay the Subrecipient the costs and expenses that are described in that Attachment. The amounts stated in that Attachment are the total maximum sums specifically allocated to fully discharge any and all liabilities that may be incurred by the County for Subrecipient's performance of this Contract.

B. It is expressly understood and agreed that the total maximum funds for the performance of this Contract are stated in the Auditor's Certificate, below. Additional funds will not be available unless first certified to be available by the County Auditor. The Subrecipient further understands and agrees that this Contract is contingent upon the County's receipt of funds from HRSA. The County has no other funds for the payment of Contract obligations. The County is not obligated to pay Subrecipient for the performance of any portion of this Contract unless the County has received funds for that (those) purpose(s) from HRSA and certified available by the County Auditor. Subrecipient must assure itself that sufficient funds have been allocated for the provision of Services. The County is not obligated to pay Subrecipient any amount spent by Subrecipient that HRSA determines not to be reimbursable from federal grant funds. The Subrecipient will refund to the County any and all amounts paid to it by the County for items that HRSA determines are not subject to payment from federal grant funds. The

Subrecipient will have no right of action against the County because of the County is unable to perform its obligations of this Contract as a result of the suspension, termination, withdrawal, failure, or lack of sufficient funding from HRSA to the County.

C. On or about the last day of each calendar month during which it provides Services, the Subrecipient will submit an itemized Statement, called "Statement" throughout this Contract, sworn to by the Subrecipient to be true and correct, to the Executive Director, in a form acceptable to the County Auditor, describing in detail those Services, the cost, compensation and expense reimbursement claimed. No amount in excess of an average of one-twelfth (1/12) of the total amount of the Contract will be included in the Statement without prior written approval by the County. Statements will show the name and classification of each person performing Services and the date(s) and time(s) the Services were performed. The Subrecipient will enter all Services into the Centralized Patient Care Data Management System ("CPCDMS") prior to submitting a Statement for payment. Documentation supporting a Statement will also include details of the work, units/duration, the unique identifier (11-character code) of the client(s) receiving Services and the expenses claimed that may be requested by the County Auditor for verification purposes. The Subrecipient will also provide copies of any documents, records, or information requested by the Ryan White Grant Administration or the County Auditor. The Executive Director will review each Statement and approve it with modifications, if any, it deems appropriate and will pay it within twenty (20) calendar days after approval by the County Auditor.

D. Any payments by the County to the Subrecipient may be withheld if the Subrecipient fails to comply with the County's reporting requirements, the program objectives, or other requirements relating to the Subrecipient's performance of work and Services required by this Contract.

E. The Subrecipient understands and agrees that the County will reimburse Subrecipient only for costs incurred in the performance of this Contract that conform to requirements of all applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement with HRSA grant funds. Administrative costs charged by the Subrecipient in the performance of this Contract may not exceed ten percent (10%) of the total charges billed to the County, unless previously approved by the County in writing.

F. The Consolidated Appropriations Act, 2023 (P.L.118-15), enacted November 11, 2023, 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 \$221,900.00, effective January 1, 2024. 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.

G. The Subrecipient must, prior to billing this Contract, have an on-going system to verify clients' eligibility for payment by Medicaid/Medicare and private health insurance, including health insurance purchased through the federal health insurance exchange or Marketplace implemented under the Patient Protection and Affordable Care Act ("ACA"). The County may withhold all or part of any

payments in order to reconcile Medicaid/Medicare or other health insurance reimbursable expenses inappropriately billed to this Contract.

H. Payer of Last Resort. Subrecipient must screen and document financial eligibility and proof of HIV status during each program year. All non-Ryan White fiscal resources, including the clients own resources, must be first used before using, committing, or obligating Ryan White grant funds. Under current HAB and VA policy, veterans receiving VA health benefits will be considered as uninsured, thus exempting veterans from the Payer of Last Resort requirements.

I. The Subrecipient understands and agrees that funds received for the performance of this Contract will not be used to supplant state, local or other federal funds received by the Subrecipient. The County may withhold all or part of any payments to the Subrecipient to offset any reimbursement made to the Subrecipient for any ineligible expenditure not yet refunded to the County by the Subrecipient. Payments to the Subrecipient may also be denied for Subrecipient's failure to furnish required financial reports to the County, failure to respond to financial compliance monitoring reports, or failure to meet program requirements specified in the Scope of Work set out in Attachment No. 01 and No. 03.

J. If the County determines the Subrecipient will not use all of the allocated funds, then the County will reduce the allocated amount so that those funds do not remain unspent, and may be promptly reallocated to other HIV service providers as allowed by the County's procurement procedures. The County will notify the Subrecipient in writing of it reduces the allocated amount. A decision by the County to reduce allocations will be final.

K. The decision of the County Auditor regarding a dispute between the parties over payment to the Subrecipient for Services will be final.

VI. TERMINATION

A. The County may upon thirty (30) calendar days written notice to the Subrecipient, terminate all or any part of this Contract for:

1. Failure of the Subrecipient to comply with the County's reporting requirements, the program objectives, the terms, conditions or standards of this Contract, applicable federal, state or local laws, rules, regulations and ordinances, or any other requirements set out in this Contract;
2. Failure of the Subrecipient to perform the work and Services required by this Contract within the time specified or any extension of time;
3. Failure of the Subrecipient to correct its noncompliance with any term(s) or provision(s) of this Contract within thirty (30) calendar days (or an extension authorized by the County, in writing) after receiving notice of noncompliance from the County; or

4. Reduction, depletion or unavailability of funds allocated to County by HRSA during the Contract term.

B. Notwithstanding subparagraph A, above, the Executive Director may immediately terminate or suspend this Contract to protect the health and safety of clients.

C. Notwithstanding subparagraph A of this Article VI, this Contract may be terminated upon shorter notice if both parties agree.

D. Termination of the Contract will be accomplished by delivering a written notice of termination to the Subrecipient specifying the extent the performance of work or Services has been terminated and the effective date of termination. After receipt of said termination notice, the Subrecipient will stop its work on termination date to the extent specified in the notice. Upon receipt of the notice, the Subrecipient will incur no new obligations and will cancel any outstanding obligations. To the extent federal funds are available and reimbursement is permitted, the County will reimburse the Subrecipient for noncancellable obligations that were incurred prior to the termination date.

E. Upon termination of this Contract, any and all unspent funds that were paid by the County to the Subrecipient for the performance of this Contract will be returned to the County.

F. The County may terminate a Contract at any time if the Subrecipient employs, in any capacity, any person who is then currently employed by Ryan White Grant Administration of Harris County Public Health, or who has been employed by the Ryan White Grant Administration within the six (6) months immediately preceding the commencement of employment by the Subrecipient. For the purposes of this paragraph, the term "employs in any capacity" will mean the receipt of services of any kind in exchange for consideration, regardless of whether the person performs the services as an employee, consultant, agent, independent Contractor, subcontractors or in some other capacity. The Executive Director of Harris County Public Health may waive this requirement upon written request from the Subrecipient. The granting of a waiver is at the discretion of the Executive Director and any such decision by the Executive Director is final.

VII. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). Subrecipient must abide by the following requirements:

TRAFFICKING IN PERSONS

A. Provisions applicable to a recipient that is a private entity:

1. Subrecipient, Subrecipient's employees, subcontractors of this award, and subcontractors' employees may not:

i. Engage in severe forms of trafficking in persons during the term of this Contract;

- ii. Procure a commercial sex act during the term of this Contract;
- iii. Use forced labor in the performance of the award or sub-awards mentioned in this Agreement.

2. The Federal awarding agency may unilaterally terminate this award, without penalty, if Subrecipient or a subcontractors that is a private entity:

- i. is determined to have violated a prohibition in paragraph A.1; or
- ii. has an employee who is determined by the agency official authorized to terminate this Contract to have violated a prohibition in paragraph A.1 through conduct that is either:

A. associated with performance of this Contract; or

B. imputed to Subrecipient or the subcontractors using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by Federal awarding agency at 2 CFR part 376.

B. Provisions applicable to a recipient other than a private entity:

The Federal awarding agency may unilaterally terminate this award, without penalty, if a subcontractor that is not a private entity:

- 1. is determined to have violated an applicable prohibition in paragraph A.1; or
- 2. has an employee who is determined by the Federal awarding agency official authorized to terminate this Contract to have violated an applicable prohibition in paragraph A.1 through conduct that is either:

i. associated with performance of this Contract; or

ii. imputed to the Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by Federal awarding agency at 2 CFR part 376.

C. Provisions applicable to any recipient:

- 1. Subrecipient must inform County immediately of any information it receives from any source alleging a violation of a prohibition in paragraph A.1.

2. County's right to terminate unilaterally that is described in paragraph A.2 or B of this section:

- i. implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
- ii. is in addition to all other remedies for noncompliance that are available to Federal awarding agency under this award.

3. Subrecipient must include the requirements of paragraph A.1 in any sub-award you make to a private entity.

D. Definitions. For purposes of this Contract:

1. "Employee" means either:

- i. an individual employed by Subrecipient or a subcontractor who is engaged in the performance of the project or program required by this Contract; or
- ii. another person engaged in the performance of the project or program required by this Contract and not compensated by Subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity" means:

- i. any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25; and
- ii. includes:

- A. a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
- B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**VIII. CERTIFICATION REGARDING LOBBYING AND COMPLIANCE
WITH THE DRUG-FREE WORKPLACE ACT OF 1988**

A. The Subrecipient will comply with the requirements of section 1352 of Public Law 101-121 (31 U.S.C. § 1352) and 45 CFR Part 93 and will require the same compliance of all of its subcontractors providing Services. It is understood and agreed that no funds obtained by the Subrecipient for the performance of this Contract have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan or cooperative agreement.

B. The Subrecipient (and its subcontractors providing Services) must submit Standard Form-LLL ("Disclosure Form to Report Lobbying") in the form and manner required by its instructions if the Subrecipient (or the subcontractor) receives federal funds in excess of \$100,000.00 for the performance of this Contract, and any other funds that have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this Contract,

C. The Subrecipient further agrees that it will comply with the Drug-Free Workplace Act of 1988, Sections 5151-6160 (41 U.S.C. 8101) Public Law 100-690. Upon execution of this Contract, the Subrecipient will execute and submit to Harris County Public Health the Certification of Compliance with the Drug-Free Workplace Act of 1988 that is attached to this document, marked Attachment No. 05, and incorporated herein for all purposes. The Subrecipient will require execution of the Certification of Compliance with the Drug-Free Workplace Act of 1988 in all Contracts between itself and any subcontractors.

IX. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

The Subrecipient will comply with Public Law 103-227, also known as the Pro-Children Act of 1994, requiring that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity, and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, Contract, loan, or loan guarantee. This law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. This law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. By executing this Contract, the Subrecipient certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined in the Pro-Children Act of 1994. The Subrecipient further

will include this certification in all Contracts between itself and any subcontractors in connection with the services performed under this Contract.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Subrecipient certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Subrecipient further will include this certification in all Contracts between itself and any subcontractors performing Services.

XI. INDEPENDENT CONTRACTOR

The Subrecipient is an independent contractor and not an agent, representative or employee of the County. No employee, agent or representative of the Subrecipient will be considered an employee of the County nor be eligible for any benefits, rights, or privileges accorded to County employees.

XII. MANNER OF NOTICE

Notices and communications required by this Contract must be sent by registered or certified United States Mail, postage prepaid (return-receipt requested) or hand delivered to the following address:

BY SUBRECIPIENT TO COUNTY:

Harris County Public Health
1111 Fannin Street, 16th Floor
Houston, Texas 77002
Attn: Ryan White Grant Administration

BY COUNTY TO SUBRECIPIENT:

Houston Area Community Health Services, Inc.,
DBA Avenue 360 Health & Wellness,
2150 West 18th Street, Suite 300
Houston, Texas 77008
Attn: Charlene Flash, Chief Executive Officer
Email address: CFlash@avenue360.org

Notices sent by registered or certified United States mail, properly addressed, postage prepaid, return-receipt requested, are deemed given when deposited in the United States mail.

XIII. INSPECTIONS AND ACCESS TO RECORDS

A. Authorized representatives of the County, HRSA and the Comptroller General of the United States have the right, at all reasonable times, to inspect, conduct site visits or otherwise evaluate the work required by this Contract and the premises in which the Services are being provided in a manner so as not to unduly delay service delivery by the Subrecipient. The Subrecipient will cooperate with and provide reasonable access, facilities and assistance to those representatives.

B. The Subrecipient agrees that the County, HRSA, the Comptroller General of the United States, or any of their duly authorized representatives, will have access to any pertinent books, documents, papers, and records for the purpose of making audit, examination, excerpts and transcripts of transactions related to this Contract. The County will have the right to audit billings both before and after payment.

XIV. CLIENT RECORDS

A. All client records are the property of the Subrecipient. The County, however, may have access to or obtain copies of those records for audit, litigation, or other circumstances that may arise. If this Contract is terminated, the County may deliver written notice to the Subrecipient requesting that the clients receiving Services have their cases and copies of their records transferred to another service provider. Upon receiving such notice, the Subrecipient will take all necessary and reasonable steps to obtain the written consent of the clients for transfer of their cases and records. It is understood and agreed that a client's case and copies of their records will be transferred only to another service provider with the client's written consent. Any disclosure or transfer of records will conform with the confidentiality provisions contained in article XVII of this Contract.

B. The Subrecipient must ensure that documentation is provided in the client's record file of proof of HIV status and eligibility for services under this Contract.

C. **Before the start of this Agreement, or any subsequent term, in the event that the Subrecipient ceases to conduct business, or is unable for any reason, to provide the services described in this Agreement, the Subrecipient will make arrangements to retain client records, in a safe and secure manner for the period of time required by law or up to five (5) years after the client last received services, whichever is longer.**

XV. CLIENT GRIEVANCE PROCEDURES

The Subrecipient will establish and maintain written procedures to address grievances or complaints pertaining to its performance of this Contract. The procedures will be prominently displayed at the Subrecipient's premises and state that the Subrecipient receives Ryan White grant funds from Harris County. The Subrecipient will immediately provide the County with copies of all grievances or complaints it receives.

XVI. EQUIPMENT AND SUPPLIES

A. The acquisition and maintenance of any equipment and supplies required for the performance of this Contract must comply with applicable federal laws, regulations, and rules pertaining to the use of HRSA grant funds for that (those) purpose(s).

B. The term "equipment" as used in this Contract will include all tangible, nonexpendable property, including computer hardware and software that costs more than \$500.00 and has a useful life of more than one year. Title to all equipment purchased with funds provided through this Contract ("Contract funds") will be in Subrecipient's name throughout the Contract term.

C. Subrecipient will not acquire any equipment that is not initially listed in this Contract and approved by the County that costs more than \$500.00 (price plus tax) without prior written approval of the County. Request for County approval must be made in writing, detailing the justification for the acquisition, description of features, make and model, costs, and any other information requested by the County.

D. The Subrecipient will maintain an annual inventory of equipment purchased with Contract funds and submit a report to the County at the end of the Contract term. The Subrecipient will administer a program of maintenance, repair, and protection of assets required for the performance of this Contract to assure their full availability and usefulness, and will ensure that all equipment purchased with Contract funds is adequately insured to cover any loss, destruction or damage to it. In the event the Subrecipient receives funds from any source as compensation or reimbursement for any loss, destruction or damage to the asset(s), Subrecipient will use those funds to repair or replace said asset(s).

E. The Subrecipient will, upon termination of this Contract, execute all necessary documents to transfer title to any equipment that costs \$1,000 or more and is purchased with Contract funds to the County or its designee. If permitted by law, the County may, in its sole discretion, allow title to such property to remain in the Subrecipient's name.

XVII. CONFIDENTIALITY

The Subrecipient will ensure that the confidentiality of all reports, information, client records, and data prepared, collected or assembled by it in the performance of this Contract is maintained in compliance with federal regulations governing Confidentiality of Alcohol and Drug Patient records, 42 CFR, Part 2 and Section 333 of Public Law 91-616 as amended by Public Law 93-282; Texas Health & Safety Code, Chapter 81, Section 81.050; and all *other* applicable federal and state laws, rules and regulations. Any disclosure of confidential client information by the Subrecipient must comply with all applicable federal and state laws, rules and regulations. The Subrecipient will ensure that employees are trained, understand and are familiar with confidentiality requirements regarding HIV/AIDS related medical information and alcohol and drug abuse patient records.

XVIII. FINANCIAL AND PROGRAM REPORTS

A. The Subrecipient will keep a separate record of all Contract funds received by it and will provide the County with all information, records, papers, reports and other documents pertaining to the services furnished that are requested by the County Auditor, the County Public Health Executive Director, HRSA or their duly authorized representatives.

B. **Administrative Cost Reports ("ACR").** Within ten (10) calendar days after the end of each calendar month, the Subrecipient will provide the County with a written report that includes all administrative costs incurred during the previous month. Those administrative costs may not exceed ten percent (10%) of the total charges billed to the County unless the County has given written approval of the item. The Subrecipient will provide the County with a final ACR no later than 21 days after the end of the Contract.

Administrative costs include, but are not limited to, usual and recognized overhead activities, including rent, utilities, and facility costs, costs of management oversight of specific programs supported by Ryan White HIV/AIDS Program funds, including but not limited to, program coordination; clerical; financial and management staff not directly related to patient care; program evaluation and quality improvement; liability insurance; audits; and computer hardware/ software that is not directly related to patient care. If allowed per RFP requirements, any indirect charges pursuant to a federally approved indirect cost rate are considered Administrative Costs. Per HRSA HAB Policy Clarification Notice (PCN) 15-01, the portion of indirect and/or direct facilities expenses such as rent, maintenance, and utilities for areas primarily utilized to provide core medical and support services for eligible RWHAP clients (e.g., clinic, pharmacy, food bank, substance abuse treatment facilities) are not required to be included in the 10% administrative cost cap."

C. **Contractor Expense Reports ("CER").** Within ten (10) calendar days after the end of each calendar month, the Subrecipient will provide the County with an itemized Statement, in a form acceptable to the County Auditor, detailing the services provided and required by this Contract and the cost, compensation and expense reimbursement claimed. The Subrecipient will enter all client services into the Centralized Patient Care Data Management System ("CPCDMS") before submitting the CER to the County. The supporting documentation will include details of the work, units/duration, and the unique client identifier (11-character code) of clients receiving services. The Subrecipient will provide the County with a final CER not later than 21 days after the end of the Contract.

D. **Final Financial Report.** Within forty-five (45) calendar days after the end of the Contract term, the Subrecipient will prepare and submit to the County, a written report describing in detail the services performed and the amount expended for each category of services provided during the term of the Contract.

E. **Audit.** The Subrecipient will comply with all audit requirements established by federal rules and regulations and will submit a copy of all audit reports to the County within thirty (30) calendar days of the Subrecipient's receipt of the report. If the Subrecipient is a for-profit organization or entity, the Subrecipient will provide written assurance from an independent public accountant that no profit has been realized from the performance of this Contract and the receipt of Contract funds. Non-profit

and governmental agencies receiving federal funding assistance in the aggregate amount of \$750,000.00 or more during their fiscal year must have an audit conducted in compliance with Code of Federal Regulations 2 CFR 200.501. Proprietary agencies receiving awards of \$25,000.00 or more must submit an audit of their general financial statements within twelve (12) months of their fiscal year end. Non-profit and governmental agencies meeting the \$750,000.00 aggregate threshold may charge 2 CFR 200.501 single audit costs proportionally to their Ryan White grants. However, agencies that do not meet the \$750,000.00 aggregate threshold may not use Federal funds to pay for 2 CFR 200.501 single audit costs. The audit must be submitted to the Harris County Auditor's Office no later than nine (9) months after the end of the audited fiscal year and be performed by entity in good standing per industry standard peer review.

F. Centralized Patient Care Data Management System. The Subrecipient will use the Centralized Patient Care Data Management System ("CPCDMS") provided by the County to document the eligibility status of all clients. The Subrecipient will enter service utilization data for all clients, that includes but is not limited to, the demographic and medical profile of all clients and the number and frequency of the services received by the clients. The Subrecipient will transmit all CPCDMS data in compliance with Harris County, Ryan White Grant Administration CPCDMS policies and procedures. The Subrecipient will use only a Ryan White Grant Administration approved high-speed Internet connection to transfer CPCDMS data.

G. Documentation of Attendance. All agencies providing office- or clinic-based services, including case management, must maintain documentation of the client's attendance at the visit or session. This requirement is in addition to the required progress notes by which the clinician (e.g., physician/physician extender, nurse, dentist, nutritionist, social worker, therapist, case manager, or physical therapist) or staff member (e.g., food pantry worker) documents the service provided. The Subrecipient must implement a strategy that ensures clients who receive office or clinic-based care or services sign-in when they access such services. The Subrecipient may forego this requirement in specific instances if obtaining the signature may discourage clients with mental health status, behavior and/or other life issues from accessing needed care or services. This waiver is available on a strict case-by-case basis and, if granted, must be noted in the client's record.

H. Ryan White Grant Administration Site Visit Guidelines and Standards of Care. The Subrecipient must comply with all Ryan White Grant Administration Site Visit Guidelines and Standards of Care applicable to this Contract. The most current site visit Ryan White Grant Administration guidelines and standards of care may be found at <https://public.health.harriscountytexas.gov/Division-Offices/Divisions/Community-Health-Wellness-Division/Ryan-White-Grant-Administration> under the applicable tabs.

I. Ryan White Programmatic and Fiscal Monitoring Standards. Subrecipient must comply with the HRSA Ryan White National Part A Programmatic, Fiscal and Universal Monitoring Standards applicable to Subgrantees, Subrecipients and Subcontractors that have been implemented by Harris County and HCPH/Ryan White Grant Administration. The Ryan White National Monitoring Standards detail the minimum acceptable standards with which Subrecipients must comply. Local Standards of Care, Site Visit guidelines, Outcome Measures, Contract requirements and other requirements implemented by Ryan White Grant Administration often exceed those required by the HRSA Ryan White National Monitoring Standards. Subrecipient must comply with both the National and local

requirements. The most current Ryan White Programmatic and Fiscal Monitoring Standards may be found at <https://careacttarget.org/library/part-and-b-monitoring-standards>.

J. **Quality Management.** The Subrecipient is required to establish and maintain a Clinical Quality Management (CQM) Program as outlined in Ryan White Program Policy Clarification Notice (PCN) 15-02. The Subrecipient must participate in the Quality Management program implemented by the County, including access to client clinical records by the County, or its duly authorized representatives, for the purpose of assessing the extent to which key components, as defined by Ryan White Grant Administration, are in place and ongoing. The most current PCN 15-02 requirements may be found at <https://hab.hrsa.gov/sites/default/files/hab/Global/HAB-PCN-15-02-CQM.pdf>.

XIX. INDEMNITY AND BONDING

A. Each person employed by the Subrecipient who handles Contract funds, including persons authorizing payments, will, during the Contract term, be covered by a fidelity bond providing for indemnification of losses occasioned by: (1) any fraudulent or dishonest act or acts committed by any of the Subrecipient's employees either individually or in concert with others, and/or (2) failure of faithfully his/her duties, or to account properly for all monies and property acquired with Contract funds. This fidelity bond will be in an amount of not less than ten thousand dollars (\$10,000.00).

XX. PROGRAM INCOME

A. All revenues received from the delivery of services will be retained by the Subrecipient and used by it to perform the services set forth in Attachment No. 01 and 02. The use of such revenues will comply with the requirements of the Act, 45 CFR Parts 75 and 92, and any other applicable laws, rules or regulations affecting their use and/or expenditure. The Subrecipient further understands and agrees that any interest income earned on the deposit of cash advances of Contract funds may not be retained by the Subrecipient but must be reported on Subrecipient's monthly itemized Statement requesting payment mentioned in article V, subparagraph C, of this Contract. Any such interest income will be deducted from County's reimbursements to the Subrecipient.

B. Program income is gross income earned by Subrecipient directly generated by the Ryan White Part A and/or MAI-supported activity or earned as a result of the Contract award. Program income includes, but is not limited to, income from fees for services performed (e.g., direct payment, or reimbursements received from Medicaid, Medicare and third-party insurance) and income a recipient or sub-recipient earns as the result of a benefit made possible by receipt of a grant or grant funds. Direct payments include charges imposed for Part A and/or MAI services as required under Section 2605(e) of the Ryan White Program legislation, such as enrollment fees, premiums, deductibles, cost sharing, co-payments, coinsurance, or other charges. Program income must be added to funds committed to the project or program and used to further eligible project or program objectives. Subrecipient must have systems in place to account for program income and to ensure its use that is consistent with grant requirements.

XXI. MEDICAID

The Subrecipient understands that if the services performed in accordance with this Agreement are available under the State's Medicaid Plan, the Subrecipient must enter into a participation agreement required by the State Medicaid Plan and must be qualified to receive payment from that plan. Funds received under this Agreement may not be used to provide items or services for which payment has already been made or can be reasonably expected to be received by the Subrecipient from third party payers, including Medicaid, Medicare, Veterans Benefits and/or other state or local programs, prepaid health plans or private insurance. The Subrecipient expressly understands and agrees that this requirement is subject to audit by the County and must be carefully documented in the year-end program report. The Subrecipient must have an on-going system to verify clients' eligibility for payment by Medicaid, Medicare and other third-party payers prior to billing this Contract. The County may withhold all or part of any payments in order to reconcile third party reimbursable expenses inappropriately billed to this Contract. Annually or upon request Subrecipient must provide Ryan White Grant Administration with the individual, group and/or agency Medicaid and NPIN provider numbers, including proof of enrollment in all Medicaid Managed Care Organizations (MCOs) currently operating in the Houston EMA, for all staff and Subrecipients providing Medicaid, Medicare and other third party eligible services.

XXII. NON-DISCRIMINATION

A. The Subrecipient will, in the performance of this Contract, comply with all applicable federal and state laws, standards, orders and regulations regarding equal employment.

B. Further, the Subrecipient will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Subrecipient in the performance of this Contract.

XXIII. INABILITY TO PAY AND LIMITS ON CHARGES

The Subrecipient understands and agrees that any client who is eligible to receive services paid for with Contract funds may not be denied services because of inability to pay. Allowable charges for services paid for with Contract funds are subject to the limitations and guidelines set out in Public Law 101-381, Section 2605 (d) (42 U.S.C. § 300ff-15(e)).

XXIV. COPYRIGHT AND PUBLICATIONS

A. The copyright to all materials created or developed by the Subrecipient with Contract funds are reserved to the Subrecipient. However, the County and HRSA are granted the perpetual, royalty-free, license to copy, use, transfer, and/or disseminate the material in any manner it or they may choose, for any and all purposes, including information, data, software, and/or other materials that are created or developed in connection with, or are the result of the performance of this Contract.

B. The Subrecipient will comply with all applicable regulations, rules and guidelines established by HRSA when issuing statements, press releases, producing printed materials, audiovisuals and other documents describing projects or programs funded, in whole or in part, with the

Contract funds. The Subrecipient will also clearly state that funding for such materials was provided by the County through a grant from HRSA.

XXV. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION ("PHI") AND ELECTRONIC PROTECTED HEALTH INFORMATION ("E PHI")

The purpose of this Section, which in context may also be referred to as a "Business Associate Agreement" ("BAA"), is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended (collectively referred to herein as the "Privacy and Security Requirements").

A. Definitions.

1. "Confidential Information" is information that has been deemed or designated confidential by law (i.e., constitutional, statutory, regulatory, or by judicial decision).
2. "Protected Health Information" ("PHI") is defined in 45 C.F.R. § 164.501 and is limited to information created or received by Subrecipient from or on behalf of the County.
3. "Electronic Protected Health Information" ("E PHI") will mean individually identifiable health information that is transmitted by or maintained in electronic media.
4. "Security Incident" will mean the unauthorized access, use, disclosure, modification, or destruction of Confidential Information, including, but not limited to, PHI and E PHI, or interference with the systems operations in an information system, including, but not limited to, information systems containing E PHI. This definition includes, but is not limited to, lost or stolen transportable media devices (e.g., flash drives, CDs, PDAs, cell phones, and cameras), desktop and laptop computers, photographs, and paper files containing Confidential Information, including, but not limited to, PHI and E PHI.

B. General.

1. Subrecipient will hold all PHI and E PHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended.
2. Subrecipient will be bound by and comply with all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Privacy and Security Requirements. Compliance with this paragraph is at Subrecipient's own expense.

3. Subrecipient will cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other process, including investigations, required as a result of Subrecipient's services to the County. Compliance with this paragraph is at Subrecipient's own expense.
 4. The terms used in this BAA will have the same meaning as those terms in the Privacy and Security Requirements.
- C. Representation. Subrecipient represents that it is familiar with and is in compliance with the Privacy and Security Requirements, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.
- D. Business Associate. Subrecipient is a "Business Associate" of the County as that term is defined under the Privacy and Security Requirements.
1. *Nondisclosure of PHI*. Subrecipient agrees not to use or disclose PHI received from or on behalf of the County or created, compiled, or used by Subrecipient pursuant to this Agreement other than as permitted or required by this BAA, or as otherwise required by law.
 2. *Limitation on Further Use or Disclosure*. Subrecipient agrees not to further use or disclose PHI or EPHI received from or on behalf of the County or created, compiled, or used by Subrecipient pursuant to this BAA in a manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by the County, or if either Subrecipient or the County is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.
 3. *Safeguarding PHI*. Subrecipient will use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA or as required by State or Federal law, regulation, or rule.
 4. *Safeguarding EPHI*. Subrecipient will implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the County. These safeguards will include the following:
 - a) Encryption of EPHI that Subrecipient stores and transmits;
 - b) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;
 - c) Use of updated antivirus software;
 - d) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and

c) Conduct of periodic security training.

5. *Reporting Security Incidents.* Subrecipient will report to the County any Security Incident **immediately** upon becoming aware of such. Subrecipient further will provide the County with the following information regarding the Security Incident as soon as possible, but no more than five (5) business days after becoming aware of the Security Incident: (1) a brief description of what happened, including the dates the Security Incident occurred and was discovered; (2) a reproduction of the PHI or EPHI involved in the Security Incident; and (3) a description of whether and how the PHI or EPHI involved in the Security Incident was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal. If Subrecipient determines that it is infeasible to reproduce the PHI or EPHI involved in the Security Incident, the Subrecipient will notify the County in writing of the conditions that make reproduction infeasible and any information the Subrecipient has regarding the PHI or EPHI involved. Subrecipient will cooperate in a timely fashion with the County regarding all Security Incidents reported to the County.

The County will review all Security Incidents reported by Subrecipient.

Subrecipient will take the following steps in response, to the extent necessary or required by law, including, but not limited to: (1) notifying the individual(s) whose PHI or EPHI was involved in the Security Incident, either in writing, via telephone, through the media, or by posting a notice on the County's website, or through a combination of those methods, of the Security Incident, and (2) providing the individual(s) whose PHI or EPHI was involved in the Security Incident with credit monitoring services for a period of time to be determined by the County, at no cost to the individuals.

The County, to the extent necessary or required by law, will provide notice of the Security Incident, as required by law, to the Secretary of the United States Department of Health and Human Services ("HHS").

Subrecipient will reimburse the County for all expenses incurred as a result of Subrecipient's Security Incidents, including, but not limited to, expenses related to the activities described above. Subrecipient agrees that the County will select the Subrecipients and negotiate the Contracts related to said expenses.

6. *EPHI and Subcontractors.* Subrecipient will require any agent to whom it provides PHI or EPHI, including a subcontractors, to agree to implement reasonable and appropriate safeguards to protect such PHI or EPHI. Further, Subrecipient will give the County at least sixty (60) days advance notice of its intent to provide PHI or EPHI to an agent located outside of the United States.
7. *Subcontractors and Agents.* Subrecipient will require any subcontractors or agent to whom Subrecipient provides PHI or EPHI received from or on behalf of the County or

created, compiled, or used by Subrecipient pursuant to this BAA, to agree to the same restrictions and conditions that apply to Subrecipient with respect to such PHI and EPHI.

8. *Reciprocal Disclosures.* The Parties agree that the Parties may reciprocally disclose and use PHI or EPHI for initial and continuing eligibility and compliance determinations related to the provision of benefits, for auditing and legal compliance purposes, and for compliance with laws, regulations, and rules related to the provision of medical or drug benefits to persons who may be eligible for such benefits under the Medicare Prescription Drug Benefit Program, Part D, or other federal or State of Texas programs. The County agrees:
 - a) to be bound by these provisions with regard to PHI or EPHI received from Subrecipient;
 - b) to restrict access to such PHI or EPHI to the County's Chief Financial Office, the County's Controller, the County's Compliance Officer, the Harris County Attorney's Office, and designated employees of the County's Benefits Department for legal and auditing services; and
 - c) to take disciplinary action against any employee whose willful act violates these provisions and results in an unlawful disclosure of PHI or EPHI.
9. *Mitigation.* Subrecipient will mitigate, to the extent practicable, any harmful effect that is known to Subrecipient of a use or disclosure of PHI or EPHI by Subrecipient, or by a subcontractors or agent of Subrecipient, resulting from a violation of this BAA, including violations of the Privacy and Security Requirements stated herein. Subrecipient also will inform the County in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.
10. *Notice – Access by Individual.* Subrecipient will notify the County in writing within three (3) business days of any request by an individual for access to the individual's PHI or EPHI and, upon receipt of such request, direct the individual to contact the County to obtain access to the individual's PHI. Upon request by the County, Subrecipient will make available PHI and EPHI to the County or, as directed by the County, to an individual in accordance with 45 C.F.R. § 164.524.
11. *Notice – Request for Amendment.* Subrecipient will notify the County in writing within three (3) business days of any request by an individual for an amendment to the individual's PHI or EPHI and, upon receipt of such request from the individual, direct the individual to the County to request an amendment of the individual's PHI or EPHI. Subrecipient will make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to or directed by the County in accordance with 45 C.F.R. § 164.526.
12. *Notice – Request for Accounting.* Upon receipt of any request from an individual for an accounting of disclosures made of the individual's PHI or EPHI, Subrecipient will

notify the County in writing within three (3) business days of any such request, and upon receipt of such request from the individual, direct the individual to the County for an accounting of the disclosures of the individual's PHI or EPHI. Subrecipient will make available upon request the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pursuant to 45 C.F.R. § 164.528(a), an individual has a right to receive an accounting of certain disclosures of PHI or EPHI in the six (6) years prior to the date on which the accounting is requested.

13. *HHS Inspection.* Upon written request, Subrecipient will make available to HHS or its designee, Subrecipient's internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from, or created or received on behalf of, the County in a time or manner designated by HHS for purposes of HHS determining the County's compliance with the Privacy and Security Requirements.
14. *County Inspection.* Upon written request, Subrecipient will make available to the County and its duly authorized representatives during normal business hours Subrecipient's internal practices, books, records and documents relating to the use and disclosure of confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the County in a time and manner designated by the County for the purposes of the County determining compliance with the Privacy and Security Requirements. Subrecipient will allow such access until the expiration of four (4) years after the services are furnished under the Contract or subcontract or until the completion of any audit or audit period, whichever is later. Subrecipient will allow similar access to books, records, and documents related to Contracts between Subrecipient and organizations related to or subcontracted by Subrecipient to whom Subrecipient provides confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the County.
15. *PHI or EPHI Amendment.* Subrecipient will incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by the County pursuant to this BAA when notified by the County that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the Privacy and Security Requirements.
16. *Documentation of Disclosures.* Subrecipient will document disclosure of PHI or EPHI and information related to such disclosures as is necessary for the County to respond to a request by an individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. § 164.528, as amended.
17. *Termination Procedures.* Upon termination of this BAA for any reason, Subrecipient will deliver all PHI or EPHI received from the County or created, compiled, or used by Subrecipient pursuant to this BAA within thirty (30) days from the date of termination, or, if specially requested to do so by the County in writing, to destroy all PHI or EPHI within the time frame determined by the County, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when

Subrecipient maintains PHI or EPHI from the County in any form. If Subrecipient determines that transferring or destroying the PHI or EPHI is infeasible, Subrecipient agrees:

- a) to notify the County of the conditions that make transfer or destruction infeasible;
- b) to extend the protections of this BAA to such PHI or EPHI; and
- c) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return, or transfer to the County, or destruction infeasible.

18. *Notice-Termination.* Upon written notice to Subrecipient, the County may terminate any portion of the Agreement under which Subrecipient maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to Subrecipient, the County may terminate the entire Agreement if the County determines, at its sole discretion, that Subrecipient has repeatedly violated a Privacy or Security Requirement.

E. Survival of Privacy Provisions. Subrecipient's obligations with regard to PHI and EPHI will survive termination of this BAA and the Agreement.

F. Amendment Related to Privacy and Security Requirements. The Parties agree to take such action as is necessary to amend this BAA if the County, in its reasonable discretion, determines that amendment is necessary for the County to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this BAA will be resolved to permit the County to comply with the Privacy and Security Requirements.

G. Indemnification. Subrecipient will indemnify and hold harmless, to the extent allowed by law, the County and its Board of Managers, officers, employees, and agents (individually and collectively "Indemnitees") against any and all losses, liabilities, judgments, penalties, awards, and costs (including costs of investigations, legal fees, and expenses) arising out of or related to:

- 1. a breach of this BAA relating to the Privacy and Security Requirements by Subrecipient; or
- 2. any negligent or wrongful acts or omissions of Subrecipient or its employees, directors, officers, subcontractors, or agents, relating to the Privacy and Security Requirements, including failure to perform their obligations under the Privacy and Security Requirements.

H. Electronic Mail Addresses. Subrecipient affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.137 *et seq.*, as amended, and will survive termination of this

BAA. This consent will apply to e-mail addresses provided by Subrecipient and agents acting on behalf of Subrecipient and will apply to any e-mail address provided in any form for any reason whether related to this BAA or otherwise.

- I. Except as otherwise limited in this BAA, Subrecipient may use or disclose Protected Health Information it creates or receives from or on behalf of the County to provide the services to or on behalf of the County set out in the Agreement to which this BAA is attached.
- J. This BAA survives the termination of the Agreement and expires seven (7) years after its termination.

XXVI. ACCESS TO BOOKS AND RECORDS OF SUBRECIPIENT

The Subrecipient will keep a separate record of all funds received and disbursed in the performance of this Contract and will provide the County or its designee all requested information, records, papers, reports, and other documents regarding any aspect of the services furnished. Subrecipient will also make records, books, documents, and papers of the Subrecipient that relate in any way to the services provided available for inspection, audit, examination, and copying by the County or its representative. Further, the Subrecipient will allow the Comptroller General of the United States, the Department of Health and Human Services ("HHS"), the County Auditor, and their duly authorized representatives, access to Contracts, books, documents, and records necessary to verify the nature and extent of the costs of the Services provided by the Subrecipient. The Subrecipient will allow such access until the expiration of four (4) years after the Services are furnished in accordance with this Contract or subcontract or until the completion of any audit or audit period, whichever is later. Such access will comply with the regulations of the Centers for Medicare and Medicaid Service ("CMS") and 42 CFR 420.302, as amended. The Subrecipient will allow similar access to books, records, and documents related to Contracts between the Subrecipient and organizations related to or subcontracted by the Subrecipient, as defined by the regulations of CMS. No records will be destroyed that are required to be kept by federal, state, or county statute, law, rule, ordinance, or order, or by application of conditions of Medicaid or Medicare provider agreements, or by other applicable agreements, including grant applications and requirements entered into between the County or state and third-party payer. The Subrecipient will keep all PHI, as defined herein, and records relating to disclosure of PHI for seven (7) years after the last date of service or, at the County's option, will transfer such records to the County upon termination of this Agreement.

XXVII. E-MAIL ADDRESSES

The Subrecipient affirmatively consents to disclosure of its e-mail addresses provided to the County any County agency or department. This consent is intended to comply with the requirements of section 552.137 of the Texas Government Code, as amended, and will survive termination of this Agreement. This consent will apply to e-mail addresses provided by the Subrecipient and agents acting for the Subrecipient and will apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

XXVIII. GENERAL PROVISIONS

- A. **Governing Laws.** This Agreement will be interpreted under the laws of the State of Texas and applicable federal law. Exclusive venue for any cause of action arising out of or in relation to this Agreement will be in Harris County, Texas.
- B. **Captions.** The captions at the beginning of the numbered articles of this Contract are guides and labels to assist in locating and reading such articles, and, therefore, will be given no effect in construing this Contract and will not be restrictive of the subject matter of any article, section or part of this Contract.
- C. **Successors and Assigns.** This Contract will bind and benefit the respective parties and their legal successors, and will not be assignable, in whole or in part, by any party hereto without first obtaining the written consent of the other party.
- D. **Severability.** If any provision of this Contract is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions will be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein.
- E. **Anti-Boycott.** In accordance with Tex. Gov't Code Ann. § 2270.002, Subrecipient warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.
- F. **No Third-Party Beneficiaries.** The County is not obligated or liable to any party other than Contractor for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party. Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.
- G. **No Personal Liability; No Waiver of Immunity.** Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County. The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.
- H. **Energy Company.** Subrecipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Subrecipient meets an exemption under subsection (c), then, as

required by subsection (b), Subrecipient's signature on this Agreement constitutes Subrecipient's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

- I. Firearm and Ammunition Industries. Subrecipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Subrecipient meets an exemption under subsection (c) or section 2274.003, then, as required by subsection (b) of section 2274.002, Subrecipient's signature on this Agreement constitutes Subrecipient's written verification that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the contract.
- J. Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Subrecipient warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Subrecipient does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- K. Amendments and Modifications. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument will be of no force and effect excepting a subsequent modification in writing signed by all parties hereto.
- L. Entire Agreement. This Contract, including Attachments Nos. 01, 02, 03, 04 and 05 contain the entire agreement between the County and the Subrecipient, and supersedes all prior negotiations, representations and agreements whether written or oral.

APPROVED AS TO FORM:

CHRISTIAN D. MENELEE

County Attorney

By: _____

T. Scott Petty
Senior Assistant County Attorney
C.A. File No. 24GEN0557

HARRIS COUNTY

By: _____

Lina Hidalgo
County Judge

Date signed: _____

APPROVED:

HARRIS COUNTY PUBLIC HEALTH

By: _____

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

ATTEST:

By: _____

Secretary

**Houston Area Community Health Services,
Inc., DBA Avenue 360 Health & Wellness**

By: _____

Dr. Charlene Flash, Chief Executive Officer

Date Signed: 3/28/2024

ATTACHMENT NO. 01

SECTION I. SCOPE OF SERVICES

HRSA Service Category: 1. Outpatient/Ambulatory Medical Care
2. Medical Case Management
3. AIDS Pharmaceutical Assistance (local)
4. Case Management (non-Medical)
5. Emergency Financial Assistance – Pharmacy Assistance
6. Outreach

Local Service Category: Adult Comprehensive Primary Medical Care - CBO
i. Community-based Targeted to African American
ii. Community-based Targeted to Hispanic
iii. Community-based Targeted to White/MSM

Amount Available: Initial Award Funding: \$308,648.00

1. Primary Medical Care:	<u>\$175,257.00</u>
2. LPAP:	<u>\$47,594.00</u> (At least 75% of funds must be for medications)
3. Medical Case Management:	<u>\$22,859.00</u> (4.5 FTE)
4. Service Linkage:	<u>\$24,231.00</u> (2.5 FTE)
5. Emergency Financial Assistance:	<u>\$28,040.00</u> (At least 75% of funds must be for medications)
6. Outreach:	<u>\$10,667.00</u>

Note: The Houston Ryan White Planning Council (RWPC) determines overall annual Part A and MAI service category allocations & reallocations. RWGA has sole authority over contract award amounts.

Target Population: Comprehensive Primary Medical Care – Community Based
i. Targeted to African American: African American ages 13 or older
ii. Targeted to Hispanic: Hispanic ages 13 or older
iii. Targeted to White: White (non-Hispanic) ages 13 or older

Client Eligibility: PLWHA residing in the Houston EMA (prior approval required for non-EMA clients). Subrecipient must adhere to Targeting requirements and Budget limitations as applicable.
Age, Gender, Race, Ethnicity, Residence, etc.

Financial Eligibility:	<i>See Approved Financial Eligibility for Houston EMA/HSDA</i>
Budget Type:	Hybrid Fee for Service
Budget Requirement or Restrictions:	<p>Primary Medical Care:</p> <p>No less than 75% of clients served in a Targeted subcategory must be members of the targeted population with the following exceptions:</p> <p>10% of funds designated to primary medical care must be reserved for invoicing diagnostic procedures at actual cost.</p> <p>Subrecipients may not exceed the allocation for each individual service component (Primary Medical Care, Medical Case Management, Local Pharmacy Assistance Program and Service Linkage) without prior approval from RWGA.</p> <p>Local Pharmacy Assistance Program (LPAP):</p> <p>Houston Ryan White Planning Council (RWPC) guidelines for Local Pharmacy Assistance Program (LPAP) services: Subrecipient shall offer HIV medications from an approved formulary for a total not to exceed \$18,000 per contract year per client. Subrecipient shall offer HIV-related medications for a total not to exceed \$3,000 per contract year per client. These guidelines are determined by the RWPC. The RWPC determines the subcategories that shall include Ryan White LPAP funding.</p> <p>Medications must be provided in accordance with Houston EMA guidelines, HRSA/HAB rules and regulations and applicable Office of Pharmacy Affairs 340B guidelines.</p> <p>At least 75% of the total amount of the budget for LPAP services must be solely allocated to the actual cost of medications and may not include any storage, administrative, processing or other costs associated with managing the medication inventory or distribution.</p> <p>EFA-Pharmacy Assistance: Direct cash payments to clients are not permitted. It is expected that all other sources of funding in the community for emergency financial assistance will be effectively used and that any allocation of RWHAP funds for these purposes will be as the payer of last resort, and for limited amounts, uses, and periods of time. Continuous provision of an allowable service to a client should not be funded through emergency financial assistance.</p>

Service Unit **Outpatient/Ambulatory Medical Care:** One (1) unit of service = One (1)
Definition/s: primary care office/clinic visit which includes the following:

- Primary care physician/nurse practitioner, physician's assistant or clinical nurse specialist examination of the patient, and
- Medication/treatment education
- Medication access/linkage
- OB/GYN specialty procedures (as clinically indicated)
- Nutritional assessment (as clinically indicated)
- Laboratory (as clinically indicated, not including specialized tests)
- Radiology (as clinically indicated, not including CAT scan or MRI)
- Eligibility verification/screening (as necessary)
- Follow-up visits wherein the patient is not seen by the MD/NP/PA are considered to be a component of the original primary care visit.

Outpatient Psychiatric Services: 1 unit of service = A single (1) office/clinic visit wherein the patient is seen by a State licensed and board-eligible Psychiatrist or qualified Psychiatric Nurse Practitioner. This visit may or may not occur on the same date as a primary care office visit.

Nutritional Assessment and Plan: 1 unit of service = A single comprehensive nutritional assessment and treatment plan performed by a Licensed, Registered Dietician initiated upon a physician's order. Does not include the provision of Supplements or other products (clients may be referred to the Ryan White funded Medical Nutritional Therapy provider for provision of medically necessary supplements). The nutritional assessment visit may or may not occur on the same date as a medical office visit.

AIDS Pharmaceutical Assistance (local): A unit of service = a transaction involving the filling of a prescription or any other allowable medication need ordered by a qualified medical practitioner. The transaction will involve at least one item being provided for the client but can be any multiple. The cost of medications provided to the client must be invoiced at actual cost.

Medical Case Management: 1 unit of service = 15 minutes of direct medical case management services to an eligible PLWHA performed by a qualified medical case manager.

Service Linkage (non-Medical Case Management): 1 unit of service = 15 minutes of direct service linkage services to an eligible PLWHA performed by a qualified service linkage worker.

Outreach: 1 unit of service = 15 minutes of direct client service providing outreach services by an Outreach Worker for eligible HIV-infected clients,

including other allowable activities (includes staff trainings, meetings, and assessments at determined by Ryan White Grant Administration).

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.

AIDS Pharmaceutical Assistance (local) includes local pharmacy assistance programs implemented by Part A or Part B Grantees to provide HIV/AIDS medications to clients. This assistance can be funded with Part A grant funds and/or Part B base award funds. Local pharmacy assistance programs are not funded with ADAP earmark funding.

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.

Case Management (non-Medical) includes the provision of advice and assistance in obtaining medical, social, community, legal, financial, and other needed services. Non-medical case management does not involve coordination and follow-up of medical treatments, as medical case management does.

Emergency Financial Assistance provides limited one-time or short-term payments to assist the RWHAP client with an emergent need for paying for essential utilities, housing, food (including groceries, and food vouchers), transportation, and medication. Emergency financial assistance can occur as a direct payment to an agency or through a voucher program.

Outreach Services include the provision of the following three activities: Identification of people who do not know their HIV status and linkage into Outpatient/Ambulatory Health Services, Provision of additional information and education on health care coverage options, Reengagement of people who know their status into Outpatient/Ambulatory Health Services

Standards of Care:	Subrecipients must adhere to the most current published Part A/B Standards of Care for the Houston EMA/HSDA. Services must meet or exceed applicable United States Department of Health and Human Services (DHHS) guidelines for the Treatment of HIV/AIDS.
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Local Service Category Definition/ Services to be Provided:	Outpatient/Ambulatory Primary Medical Care: Services include on-site physician, physician extender, nursing, phlebotomy, radiographic, laboratory, pharmacy, intravenous therapy, home health care referral, licensed dietitian, patient medication education, and patient care coordination. The Subrecipient must provide continuity of care with inpatient services and subspecialty services (either on-site or through specific referral to appropriate medical provider upon primary care Physician's order).
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Services provided to women shall further include OB/GYN physician & physician extender services on-site or by referral, OB/GYN services, colposcopy, nursing, phlebotomy, radiographic, laboratory, pharmacy, intravenous therapy, home health care referral, licensed dietitian, patient medication/women's health education, patient care coordination, and social services. The Subrecipient must provide continuity of care with inpatient services and subspecialty services (either on-site or through specific referral protocols to appropriate agencies upon primary care Physician's order).

Outpatient/Ambulatory Primary Medical Care must provide:

- Continuity of care for all stages of adult HIV infection;
- Laboratory and pharmacy services including intravenous medications (either on-site or through established referral systems);

- Outpatient psychiatric care, including lab work necessary for the prescribing of psychiatric medications when appropriate (either on-site or through established referral systems);
- Access to the Texas ADAP program (either on-site or through established referral systems);
- Access to compassionate use HIV medication programs (either directly or through established referral systems);
- Access to HIV related research protocols (either directly or through established referral systems);
- Must at a minimum, comply with Houston EMA/HSDA Part A/B Standards for HIV Primary Medical Care. The Subrecipient must demonstrate on an ongoing basis the ability to provide state-of-the-art HIV-related primary care medicine in accordance with the most recent DHHS HIV treatment guidelines. Rapid advances in HIV treatment protocols require that the Subrecipient provide services that to the greatest extent possible maximize a patient's opportunity for long-term survival and maintenance of the highest quality of life possible.
- On-site Outpatient Psychiatry services.
- On-site Medical Case Management services.
- On-site Medication Education.
- Physical therapy services (either on-site or via referral).
- Specialty Clinic Referrals (either on-site or via referral).
- On-site pelvic exams as needed for female patients with appropriate follow-up treatment and referral.
- On site Nutritional Counseling by a Licensed Dietitian.

Services for women must also provide:

- Well woman care, including but not limited to: PAP, pelvic exam, HPV screening, breast examination, mammography, hormone replacement and education, pregnancy testing, contraceptive services.
- Obstetric Care: ante-partum through post-partum services, child birth/delivery services. Perinatal preventative education and treatment.
- On-site or by referral Colposcopy exams as needed, performed by an OB/GYN physician, or physician extender with a colposcopy provider qualification.
- Social services, including but not limited to, providing women access to child care, transportation vouchers, food vouchers and support groups at the clinic site;

Nutritional Assessment: Services include provision of information about therapeutic nutritional/supplemental foods that are beneficial to the wellness and increased health conditions of clients by a Licensed Dietitian. Services may be provided either through educational or counseling sessions. Clients who receive these services may utilize the Ryan White Part A-funded nutritional supplement provider to obtain recommended nutritional supplements in accordance with

program rules. Clients are limited to one (1) nutritional assessment per calendar year without prior approval of RWGA.

Patient Medication Education Services must adhere to the following requirements:

- Medication Educators must be State Licensed Medical Doctor (MD), Nurse Practitioner (NP), Physician Assistant (PA), Nurse (RN, LVN) or Pharmacist. Prior approval must be obtained prior to utilizing any other health care professional not listed above to provide medication education.
- Clients who will be prescribed ongoing medical regimens (i.e. ART) must be assessed for adherence to treatment at every clinical encounter using the EMA's approved adherence assessment tool. Clients with adherence issues related to lack of understanding must receive more education regarding their medical regimen. Clients with adherence issues that are behavioral or involve mental health issues must be provided counseling by the Medical Case Manager, Physician or Physician Extender and/or licensed nursing staff and, if clinically indicated, assessment and treatment by a qualified Psychiatrist or Psychiatric Nurse Practitioner.

Outpatient Psychiatric Services:

The program must provide:

- Diagnostic Assessments: comprehensive evaluation for identification of psychiatric disorders, mental status evaluation, differential diagnosis which may involve use of other clinical and laboratory tests, case formulation, and treatment plans or disposition.
- Emergency Psychiatric Services: rapid evaluation, differential diagnosis, acute treatment, crisis intervention, and referral. Must be available on a 24-hour basis including emergency room referral.
- Brief Psychotherapy: individual, supportive, group, couple, family, hypnosis, biofeedback, and other psychophysiological treatments and behavior modification.
- Psychopharmacotherapy: evaluation and medication treatment of psychiatric disorders, including, but not limited to, anxiety disorders, major depression, pain syndromes, habit control problems, psychosis and organic mental disorders.
- Rehabilitation Services: Physical, psychosocial, behavioral, and/or cognitive training.

Screening for Eye Disorders: Subrecipient must ensure that patients receive appropriate screening and treatment for CMV, glaucoma, cataracts, and other related problems.

Local Medication Assistance Program (LPAP): LPAP provides pharmaceuticals to patients otherwise ineligible for medications through private

insurance, Medicaid/Medicare, State ADAP, SPAP or other sources. Allowable medications are only those on the Houston EMA Ryan White Part A Formulary. Eligible clients may be provided Fuzeon™ on a case-by-case basis with prior approval of Ryan White Grant Administration (RWGA). The cost of Fuzeon™ does not count against a client's annual maximum. HIV-related medication services are the provision of physician or physician-extender prescribed HIV-related medications to prevent serious deterioration of health. Does not include drugs available to the patient from other programs or payers or free of charge (such as birth control and TB medications) or medications available over the counter (OTC) without prescription.

Subrecipient must offer all medications on the Texas ADAP formulary, for a total not to exceed \$18,000.00 per contract year per client. Subrecipient must provide allowable HIV-related medications (i.e. non-HIV medications) for a total not to exceed \$3,000 per contract year per client.

Emergency Financial Assistance – Pharmacy Assistance: provides limited one-time and/or short-term 30-day supply of pharmaceuticals to patients otherwise ineligible for medications through private insurance, Medicaid/Medicare, State ADAP, SPAP or other sources. One refill for up to 30-day supply available with RWGA prior approval. Allowable medications are only those HIV medications on the Houston EMA Ryan White Part A Formulary. Does not include drugs available to the patient from other programs or payers or free of charge or medications available over the counter (OTC) without prescription. Contractor must offer all medications on the Texas ADAP formulary.

Medical Case Management Services: Services include screening all primary medical care patients to determine each patient's level of need for Medical Case Management services, performing a comprehensive assessment, including an assessment of the patient's health literacy, and developing a medical service plan for each client that demonstrates a documented need for such services, monitoring medical service plan to ensure its implementation, and educating client regarding wellness, medication and health care appointment adherence. The Medical Case Manager serves as an advocate for the client and as a liaison with medical providers on behalf of the client. The Medical Case Manager ensures linkage to mental health, substance abuse and other client services as indicated by the medical service plan.

Service Linkage: The purpose of Service Linkage is to assist clients with the procurement of needed services so that the problems associated with living with HIV are mitigated. Service Linkage is a working agreement between a client and a Service Linkage Worker for an indeterminate period, based on client need, during which information, referrals and service linkage are provided on an as-

needed basis. Service Linkage assists clients who do not require the intensity of Medical Case Management per RWGA Quality Management guidelines. Service Linkage is both office-based and field based. Service Linkage Workers are expected to coordinate activities with referral sources where newly-diagnosed or not-in-care PLWHA may be identified, including 1:1 case conferences with testing site personnel to ensure the successful transition of referrals into Primary Care Services. Such incoming referral coordination includes meeting prospective clients at the referring Provider location in order to develop rapport with individuals prior to the individual's initial Primary Care appointment and ensuring such new intakes to Primary Care services have sufficient support to make the often difficult transition into ongoing primary medical care. Service Linkage also includes follow-up to re-engage lost-to-care patients. Lost-to-care patients are those patients who have not returned for scheduled appointments with Provider nor have provided Provider with updated information about their current Primary Medical Care provider (in the situation where patient may have obtained alternate service from another medical provider). Subrecipient must document efforts to re-engage lost-to-care patients prior to closing patients in the CPCDMS. Service Linkage extends the capability of existing programs by providing "hands-on" outreach and linkage to care services to those PLWHA who are not currently accessing primary medical care services. Service Linkage includes the issuance of bus pass vouchers and gas cards per published RWGA guidelines. Service Linkage complements and extends the service delivery capability of Medical Case Management services.

Outreach: Providing allowable Ryan White Program outreach and service linkage activities to newly-diagnosed and/or Lost-to-Care PLWHA who know their status but are not actively engaged in outpatient primary medical care with information, referrals and assistance with medical appointment setting, mental health, substance abuse and psychosocial services as needed; 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 HCPHES/RWGA policies. Outreach services must be conducted at times and in places where there is a high probability that individuals with HIV infection and/or exhibiting high-risk behavior, designed to provide quantified program reporting of activities and outcomes to accommodate local evaluation of effectiveness, planned and delivered in coordination with local and state HIV prevention outreach programs to avoid duplication of effort, targeted to populations known, through local epidemiologic data or review of service utilization data or strategic planning processes, to be at disproportionate risk for HIV infection.

Agency

Providers and system must be Medicaid/Medicare certified.

Requirements:

Eligibility and Benefits Coordination: Subrecipient must implement consumer-friendly, culturally and linguistically appropriate new and ongoing patient eligibility verification and benefit coordination processes that ensure accountability with Ryan White Payer of Last Resort requirements while achieving maximum utilization of eligible benefits. Eligibility processes should provide clients with a meaningful understanding of their benefits, expected out-of-pocket expenses and other information needed to ensure full and continued participation in care.

LPAP and EFA Services: Subrecipient must:

Provide pharmacy services on-site or through an established contractual relationship that meets all requirements. Alternate (off-site) approaches must be approved prior to implementation by RWGA.

Either directly, or via subcontract with an eligible 340B Pharmacy program entity, must:

Ensure a comprehensive financial intake application to determine client eligibility for this program to insure that these funds are used as a last resort for purchase of medications.

Ensure the documented capability of interfacing with the Texas HIV Medication Program operated by the Texas Department of State Health Services. This capability must be fully documented and is subject to independent verification by RWGA.

Ensure medication assistance provided to clients does not duplicate services already being provided in the Houston area. The process for accomplishing this must be fully documented and is subject to independent verification by RWGA.

Ensure, either directly or via a 340B Pharmacy Program Provider, at least 2 years of continuous documented experience in providing HIV/AIDS medication programs utilizing Ryan White Program or similar public sector funding. This experience must be documented and is subject to independent verification by RWGA.

Ensure all medications are purchased via a qualified participant in the federal 340B Drug Pricing Program and Prime Vendor Program, administered by the HRSA Office of Pharmacy Affairs. Note: failure to maintain 340B or Prime Vendor drug pricing may result in a negative audit finding, cost disallowance or termination of contract awarded. Subrecipient must maintain 340B Program participation throughout the contract term. All eligible medications must

be purchased in accordance with Program 340B guidelines and program requirements.

Ensure Houston area HIV/AIDS service providers are informed of this program and how the client referral and enrollment processes functions. Subrecipient must maintain documentation of such marketing efforts.

Implement a consistent process to enroll eligible patients in available pharmaceutical company Patient Assistance Programs prior to using Ryan White Part A funded LPAP resources.

Ensure information regarding the program is provided to PLWHA, including historically under-served and unserved populations (e.g., African American, Hispanic/Latino, Asian, Native American, Pacific Islander) and women not currently obtaining prescribed HIV and HIV-related medications.

Offer, at no charge to the client, delivery options for medication refills, including but not limited to courier, USPS or other package delivery service.

Case Management Operations and Supervision: The Service Linkage Workers (SLW) and Medical Case Managers (MCM) must function within the clinical infrastructure of Subrecipient and receive ongoing supervision that meets or exceeds published Standards of Care. A MCM may supervise SLWs.

Staff
Requirements: Subrecipient is responsible for ensuring that services are provided by State licensed internal medicine and OB/GYN physicians, specialty care physicians, psychiatrists, registered nurses, nurse practitioners, vocational nurses, pharmacists, physician assistants, clinical nurse specialists, physician extenders with a colposcopy provider qualification, x-ray technologists, State licensed dietitians, licensed social worker and ancillary health care providers in accordance with appropriate State licensing and/or certification requirements and with knowledge and experience of HIV disease. In addition, Subrecipient must ensure the following staff requirements are met:

Outpatient Psychiatric Services: Director of the Program must be a Board-Certified Psychiatrist. Licensed and/or Certified allied health professionals (Licensed Psychologists, Physicians, Psychiatric Nurse Practitioners, Licensed Master Social Workers, Licensed Professional Counselors, Licensed Marriage and Family Therapists, Certified Alcohol and Drug Abuse Counselors, etc.) must be used in all treatment modalities. Documentation of the Director's credentials, licensures and certifications must be in personnel file. Documentation of the Allied Health professional licensures and certifications must be in personnel file.

Medication and Adherence Education: The program must utilize an RN, LVN, PA, NP, pharmacist or MD licensed by the State of Texas, who has at least two (2) years paid experience in the preceding five (5) years in HIV/AIDS care, to

provide the educational services. Licensed social workers who have at least two (2) years paid experience in the preceding five (5) years in HIV/AIDS care may also provide adherence education and counseling.

Nutritional Assessment (primary care): Services must be provided by a licensed registered dietician. Dieticians must have a minimum of two (2) years of experience providing nutritional assessment and counseling to PLWHA.

Medical Case Management: The program must utilize a state licensed Social Worker to provide Medical Case Management Services. The Subrecipient must maintain the assigned number of Medical Case Management FTEs throughout the contract term. **Subrecipient must provide to RWGA the names of each Medical Case Manager and the individual assigned to supervise those Medical Case Managers by 03/31/24, and thereafter within 15 days after hire.**

Service Linkage: The program must utilize Service Linkage Workers who have at a minimum a Bachelor's degree from an accredited college or university with a major in social or behavioral sciences. Documented paid work experience in providing client services to PLWHA may be substituted for the Bachelor's degree requirement on a 1:1 basis (1 year of documented paid experience may be substituted for 1 year of college). All Service Linkage Workers must have a minimum of one (1) year paid work experience with PLWHA. Subrecipient must maintain the assigned number of Service Linkage FTEs throughout the contract term. **Subrecipient must provide to RWGA the names of each Service Linkage Worker and the individual assigned to supervise those Service Linkage Workers by 03/31/24, and thereafter within 15 days after hire.**

Supervision of Case Managers: The Service Linkage Workers and Medical Case Managers must function within the clinical infrastructure of Subrecipient and receive ongoing supervision that meets or exceeds Houston EMA/HSDA Part A/B Standards of Care for Service Linkage and Medical Case Management as applicable. A MCM may supervise SLWs.

Special Requirements: **All primary medical care services must meet or exceed current United States DHHS Treatment Guidelines for the treatment and management of HIV disease.**

Subrecipient must provide all required program components - Primary Medical Care, Medical Case Management, Service Linkage (non-medical Case Management) and Local Pharmacy Assistance Program (LPAP) services.

Primary Medical Care Services: Services funded under this grant cannot be used to supplant insurance or Medicare/Medicaid reimbursements for such services. Clients eligible for such reimbursement may not be billed to this

contract. Medicare and private insurance co-payments may be eligible for reimbursement under Ryan White Health Insurance Assistance (HINS) program guidelines. Patients needing such assistance should be referred to the local Ryan White-funded HINS provider for assistance. Under no circumstances may the Subrecipient bill the County for the difference between the reimbursement from Medicaid, Medicare or Third-Party insurance and the fee schedule under the contract. Furthermore, potential clients who are Medicaid/Medicare eligible or have other Third Party payers may not be denied services or referred elsewhere by the Subrecipient based on their reimbursement status (i.e. Medicaid/Medicare eligible clients may not be referred elsewhere in order that non-Medicaid/Medicare eligible clients may be added to the contract). Failure to serve Medicaid/Medicare eligible clients based on their reimbursement status will be grounds for the immediate termination of contract.

For primary medical care services targeted to the Latino community at least 50% of the clinical care team must be fluent in Spanish.

Diagnostic Procedures: A single Diagnostic Procedure limited to procedures on the approved list of diagnostic procedures (see below) without prior County approval. Approved diagnostic procedures will be reimbursed at invoice cost. Part A and Part A/MAI-funded programs must refer to the RWGA website for the most current list of approved diagnostic procedures and corresponding codes: www.hcphtx.org/rwga. **Diagnostic procedures not listed on the website must have prior approval by RWGA.**

Outpatient Psychiatric Services: Client must not be eligible for services from other programs/providers 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. Program must be supervised by a Psychiatrist and include diagnostic assessments, emergency evaluations and psycho-pharmacotherapy.

Maintaining Referral Relationships (Point of Entry Agreements): Subrecipient must maintain appropriate relationships with entities that constitute key points of access to the health care system for individuals with HIV disease, including but not limited to, Harris Health System and other Houston EMA-located emergency rooms, Harris County Jail, Texas Department of Criminal Justice incarceration facilities, Immigration detention centers, substance abuse treatment and detoxification programs, adult and juvenile detention facilities, Sexually Transmitted Disease clinics, federally qualified health centers (FQHC), HIV disease counseling and testing sites, mental health programs and homeless shelters. These referral relationships must be documented with written

collaborative agreements, contracts or memoranda of understanding between Subrecipient and appropriate point of entry entities and are subject to audit by RWGA. Subrecipient and POE entity staff must regularly (e.g. weekly, bi-weekly depending on volume of referrals) meet 1:1 to discuss new referrals to primary medical care services. Such case conferences must be documented in the client record and properly entered into the CPCDMS.

Use of CPCDMS Data System: Subrecipient must comply with CPCDMS business rules and procedures. Subrecipient must enter into the CPCDMS all required clinical data, including but not limited to, HAART treatment including all changes in medication regimens, Opportunistic Infections, screening and treatment for STDs and Hepatitis A, B, C and other clinical screening and treatment data required by HRSA, TDSHS and the County. Subrecipient must perform Registration updates in accordance with RWGA CPCDMS business rules for all clients wherein Subrecipient is client's CPCDMS record-owning agency. Subrecipient must utilize an electronic verification system to verify insurance/3rd party payer status monthly or per visit (whichever is less frequent).

Bus Pass Distribution: The County will provide Subrecipient with METRO bus pass vouchers. Bus Pass vouchers must be distributed in accordance with RWGA policies and procedures, standards of care and financial eligibility guidelines. Subrecipient may only issue METRO bus pass vouchers to clients wherein the Subrecipient is the CPCDMS record owning Subrecipient. METRO bus pass vouchers shall be distributed as follows:

Expiration of Current Bus Pass: In those situations wherein the bus pass expiration date does not coincide with the CPCDMS registration update the Subrecipient must distribute METRO bus pass vouchers to eligible clients upon the expiration of the current bus pass or when a Value-based bus card has been expended on eligible transportation needs. Subrecipient may issue METRO bus passes to eligible clients living outside the METRO service area in those situations where the Subrecipient has documented in the client record that the client will utilize the METRO system to access needed HIV-related health care services located in the METRO service area.

Gas Cards: Primary Medical Care Subrecipients must distribute gasoline vouchers to eligible clients residing in the rural service area in accordance with RWGA policies and procedures, standards of care and financial eligibility guidelines. Gas Cards are only available to Rural primary medical care Subrecipients without prior approval by RWGA.

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 2/28/25 to provide at least **810 (including MAI-funded clients)** unduplicated eligible HIV-infected adult clients¹ as listed below with comprehensive outpatient primary health care services as documented by entries in the CPCDMS database. This includes a minimum of 325 new unduplicated clients.² The population targets for this contract are:

- a. African American (non-Hispanic): **380** unduplicated PLWHA
- b. Hispanic: **350** unduplicated PLWHA
- c. White (non-Hispanic): **80** unduplicated PLWHA

Objective 2: By 2/28/25 to provide at least **610** unduplicated eligible HIV-infected adult clients³ as listed below with medical case management services as documented by entries in the CPCDMS database. The population targets for this contract are:

- a. African American (non-Hispanic): **325** unduplicated PLWHA
- b. Hispanic: **225** unduplicated PLWHA
- c. White (non-Hispanic): **60** unduplicated PLWHA

Objective 3: By 2/28/25 to provide at least **390** unduplicated eligible HIV-infected adult clients with service linkage worker services as documented by entries in the CPCDMS database.

Objective 4: By 2/28/25 to provide at least **605** unduplicated eligible HIV-infected clients⁴ with local pharmacy assistance program services as documented by entries in the CPCDMS database.

Objectives are subject to revision upon issuance of final (total) contract amount.

SECTION II. SPECIAL PROVISIONS

Subrecipient agrees to submit billing under the following criteria:

1. All bills must be submitted no later than 10 days after the end of each month in which services were provided.
2. All required CPCDMS data entry for each billing month must be entered into the CPCDMS no later than 10 days, match any extension, after the end of each month in which services were provided.

¹ For purposes of calculating unduplicated clients served, a client shall be counted if they had two or more physician or physician extender visits more than 90 days apart between 3/1/24 and 5/31/24, including visits charged to MAI.

² For purposes of calculating new unduplicated clients served under primary medical care, a client shall be counted if they had two or more physician or physician extender visits more than 90 days apart during the contract year including visits charged to MAI and had no physician or physician extender visit charged to Ryan White between March 1, 2024 and February 28, 2025.

³ For medical case management, a client shall be counted if they had two or more primary care visits more than 90 days apart and medical case management services during the contract year.

⁴ For local pharmacy assistance services, a client shall be counted if they had two or more primary care visits more than 90 days apart and local pharmacy assistance during the contract year.

3. All charges not eligible to be billed to this contract may be billed to patients according to subrecipient's billing procedures.

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:

23.36%	Women (ages 25 and older)
0.01%	Infants (ages 0 - < 1 year)
0.12%	Children (ages 1 – 12 years)
3.39%	Youth (ages 13 – 24)

ATTACHMENT NO. 02

BUDGET

Primary Health Care Visits by Physician & Physician Extender

		<u>Total</u>
FEE CHARGED PER UNIT OF SERVICE		\$375.00
One (1) unit of service = One (1) primary care office/clinic visit which includes the following:		
<ul style="list-style-type: none">• Primary care physician/nurse practitioner, physician's assistant or clinical nurse specialist examination of the patient, and• Medication/treatment education• Medication access/linkage• Nutritional assessment (as clinically indicated)• Laboratory (as clinically indicated, not including specialized tests)• Radiology (as clinically indicated, not including CAT scan or MRI)• Eligibility verification/screening (as necessary)• Follow-up visits wherein the patient is not seen by the MD/NP/PA are considered to be a component of the original primary care visit. In situations where a client is examined by both the Physician and Physician Extender on the same date, only the Physician Visit may be billed.		
NUMBER OF UNITS OF SERVICE TO BE PROVIDED		401.90
TOTAL COST OF THESE SERVICES	(\$375.00 x 401.90)	\$150,713.59
Personnel	\$324.23	
Fringe	\$ 46.34	
Travel	\$.00	
Equipment	\$.00	
Supplies	\$ 4.43	
Contractual	\$.00	
Other	\$.00	
TOTAL	\$375.00	

Total Amount of Funds for Disbursements of Diagnostic Procedures* \$21,032.33

A single Diagnostic Procedure limited to procedures listed on the *Approved List of Diagnostic Procedures* located at www.hcphtx.org/rwga Approved diagnostic procedures will be reimbursed at invoice cost. *Diagnostic procedure codes must be provided on invoice to process reimbursements.

ATTACHMENT NO. 02

BUDGET
Outpatient Psychiatric Visits

		<u>Total</u>
FEE CHARGED PER UNIT OF SERVICE		\$170.00
1 unit of service = A single (1) office/clinic visit wherein the patient is seen by a State licensed and board-eligible Psychiatrist or qualified Psychiatric Nurse Practitioner. This visit may or may not occur on the same date as a primary care office visit. Maximum reimbursement allowable for a psychiatry visit may not exceed \$130.00 per visit.		
NUMBER OF UNITS OF SERVICE TO BE PROVIDED		15.67
TOTAL COST OF THESE SERVICES	(\$170.00 x 15.67)	\$2,664.50
Personnel	\$141.70	
Fringe	\$ 28.30	
Travel	\$.00	
Equipment	\$.00	
Supplies	\$.00	
Contractual	\$.00	
Other	\$.00	
TOTAL	\$170.00	

ATTACHMENT NO. 02

BUDGET
Nutritional Assessment

		<u>Total</u>
FEE CHARGED PER UNIT OF SERVICE		\$150.00
1 unit of service = A single (1) comprehensive nutritional assessment and treatment plan performed by a Licensed, Registered Dietician initiated upon a physician's order. Does not include the provision of Supplements or other products (clients may be referred to the Ryan White funded Medical Nutritional Therapy provider for provision of medically necessary supplements). The nutritional assessment visit may or may not occur on the same date as a medical office visit. Limit one assessment per client per contract year.		
NUMBER OF UNITS OF SERVICE TO BE PROVIDED		5.64
TOTAL COST OF THESE SERVICES	(\$150.00 x 5.64)	\$846.58
Personnel	\$ 85.15	
Fringe	\$ 13.99	
Travel	\$.00	
Equipment	\$.00	
Supplies	\$ 3.67	
Contractual	\$ 1.08	
Other	<u>\$ 46.11</u>	
TOTAL	\$150.00	

ATTACHMENT NO. 02**BUDGET**
Medical Case Management**Total****FEE CHARGED PER UNIT OF SERVICE****\$35.00**

1 unit of service = 15 minutes of direct client service providing medical care coordination by a Medical Case Manager for eligible HIV-infected clients, including other allowable activities*. Subrecipient must enter time in exact increments of 1 minute each. For example, 23 minutes of medical case management services to an eligible client must be entered into the CPCDMS as 23 minutes. Subrecipient 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 (2) units for a comprehensive assessment or service plan, and one (1) unit for a brief assessment.*

NUMBER OF UNITS OF SERVICE TO BE PROVIDED**653.11****TOTAL COST OF THESE SERVICES****(\$35.00 x 653.11)****\$22,859.00**

Personnel	\$27.75
Fringe	\$ 5.95
Travel	\$.00
Equipment	\$.00
Supplies	\$.61
Contractual	\$.00
Other	\$.69
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

ATTACHMENT NO. 02

BUDGET

Service Linkage Worker (Non-Medical Case Management)

		<u>Total</u>
FEE CHARGED PER UNIT OF SERVICE		\$30.00
1 unit of service = 15 minutes of direct client service providing non-medical case management services by a Service Linkage Worker for eligible HIV-infected clients, including other allowable activities*. Subrecipient must enter time in exact increments of 1 minute each. For example, 23 minutes of medical case management services to an eligible client must be entered into the CPCDMS as 23 minutes. Subrecipient may not round time up or down. <i>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 (2) units for a comprehensive assessment or service plan, and one (1) unit for a brief assessment.</i>		
NUMBER OF UNITS OF SERVICE TO BE PROVIDED		807.70
TOTAL COST OF THESE SERVICES	(\$30.00 x 807.70)	\$24,231.00
Personnel	\$22.85	
Fringe	\$ 4.68	
Travel	\$.00	
Equipment	\$.00	
Supplies	\$.08	
Contractual	\$.00	
Other	<u>\$ 2.39</u>	
TOTAL	\$30.00	

ATTACHMENT NO. 02

BUDGET

Adult Community Based Comprehensive Primary Medical (Outreach)

		<u>Total</u>
FEE CHARGED PER UNIT OF SERVICE		\$55.00
1 unit of service = 15 minutes of direct client service providing non-medical case management services for eligible HIV-infected clients, including other allowable activities*. Subrecipient must enter time in exact increments of 1 minute each. For example, 23 minutes of medical case management services to an eligible client must be entered into the CPCDMS as 23 minutes. Subrecipient may not round time up or down. <i>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 (2) units for a comprehensive assessment or service plan, and one (1) unit for a brief assessment.</i>		
NUMBER OF UNITS OF SERVICE TO BE PROVIDED		193.95
TOTAL COST OF THESE SERVICES	(\$55.00 x 193.95)	\$10,667.00
Personnel	\$31.22	
Fringe	\$ 5.13	
Travel	\$.00	
Equipment	\$.00	
Supplies	\$ 1.35	
Contractual	\$.40	
Other	<u>\$16.90</u>	
TOTAL	\$55.00	

ATTACHMENT NO. 02

BUDGET Emergency Financial Assistance (EFA)

		<u>Total</u>
FEE CHARGED PER UNIT OF SERVICE		\$30.00
1 unit of service per service transaction = \$30.00. EFA provides short-term (up to 30 days of medication) access to HIV pharmaceutical services to clients who have not yet completed eligibility determination for medications through Pharmaceutical Assistance Programs, State ADAP, State SPAP or other services. HRSA requirements for EFA include a client enrollment process, uniform benefits for all enrolled clients and a record system for dispensed medications and a drug distribution system.		
NUMBER OF UNITS OF SERVICE TO BE PROVIDED		233.67
TOTAL COST OF THESE SERVICES	(\$30.00 x 233.67)	\$7,010.00
Personnel	\$17.03	
Fringe	\$ 2.80	
Travel	\$.00	
Equipment	\$.00	
Supplies	\$.73	
Contractual	\$.22	
Other	<u>\$ 9.22</u>	
TOTAL	\$30.00	
Total Amount of Funds To Be Invoiced for EFA Disbursements		\$21,030.00
EFA provides up to 30 days of medication payments to assist clients with an emergent need for HIV Medication. HRSA requirements for EFA include a client enrollment process, uniform benefits for all enrolled clients, a record system for dispensed medications and drug distribution system. 1 unit of service = a transaction involving the filling of a prescription or any other allowable medication \$30.00.		

ATTACHMENT NO. 02

BUDGET

Local Pharmacy Assistance Program (LPAP)

		<u>Total</u>
FEE CHARGED PER UNIT OF SERVICE		\$30.00
1 unit of service = a transaction involving the filling of a prescription or any other allowable medication need ordered by a qualified medical practitioner. The transaction will involve at least one item being provided for the client, but can be any multiple. The cost of medications provided to the client must be invoiced at actual cost. The transaction date must be the date the client picks up their medication.		
NUMBER OF UNITS OF SERVICE TO BE PROVIDED		396.62
TOTAL COST OF THESE SERVICES	(\$30.00 x 396.62)	\$11,898.50
Personnel	\$17.03	
Fringe	\$ 2.80	
Travel	\$.00	
Equipment	\$.00	
Supplies	\$.73	
Contractual	\$.22	
Other	<u>\$ 9.22</u>	
TOTAL	\$30.00	
Total Amount of Funds To Be Invoiced for LPAP Disbursements		<u>\$35,695.50</u>
A disbursement is the actual cost of medication(s) provided to a Ryan White eligible client.		
TOTAL		\$308,648.00

Total reimbursements to the Subrecipient under the Contract shall not exceed \$308,648.00. The Subrecipient further understands and agrees that the Subrecipient shall only be reimbursed for expenses incurred in connection with the Subrecipient's adult outpatient primary medical health care, medical case management, non-medical case management, and local pharmacy assistance program.

The Subrecipient shall submit its final request for payment to the County no later than March 21, 2025.

ATTACHMENT NO. 03

SECTION I. SCOPE OF WORK

Houston EMA Ryan White Ending the HIV Epidemic Service Definition Test and Treat Outpatient Primary Medical Care and Emergency Financial Assistance – Pharmacy Assistance Services (Revision Date: February 2024)	
HRSA Service Category	1. Outpatient/Ambulatory Health Services 2. Emergency Financial Assistance
Local Service Category Title:	Test and Treat Primary Medical Care i. Outpatient/Ambulatory Health Services ii. Emergency Financial Assistance – Pharmacy Assistance
Amount Available:	1. Ending the HIV Epidemic: <u>\$75,171.62</u> i. EHE Primary Medical Care: <u>\$ 4,305.49</u> ii. EHE EFA-Pharmacy: <u>\$ 33,721.29</u> iii. EHE Ride Share: <u>\$ 27,144.84</u> iv. EHE Marketing Campaign: <u>\$ 10,000.00</u>
Target Population:	People living with HIV. i. Newly Diagnosed with HIV ii. Return to Care
Client Eligibility: Age, Gender, Race, Ethnicity, Residence, etc.	PLWH living within the Houston HIV Health Service Delivery Area (HSDA) and Galveston HSDA. Sub-recipient must adhere to Targeting requirements and Budget limitations as applicable. Sub-recipient must adhere to Targeting requirements and Budget limitations as applicable.
Financial Eligibility:	Not Applicable
Budget Type:	Hybrid Fee for Service
Budget Requirement or Restrictions:	100% of clients served in a Targeted subcategory must be members of the targeted population. Sub-recipient may not exceed the allocation for each individual service component (Primary Medical Care and Emergency Financial Assistance – Pharmacy Assistance, Service Linkage Worker) without prior approval from RWGA. Emergency Financial Assistance – Pharmacy Assistance:

	<p>Continuous provision of an allowable service (medications) to a client must not be funded through Emergency Financial Assistance.</p> <p>Sub-recipient shall offer only HIV treatment medications from an approved formulary.</p> <p>Medications must be provided in accordance with Houston EMA guidelines, HRSA/HAB rules and regulations and applicable Office of Pharmacy Affairs 340B guidelines.</p> <p>At least 75% of the total amount of the budget for EFA services must be solely allocated to the actual cost of medications and may not include any storage, administrative, processing or other costs associated with managing the medication inventory or distribution.</p>
Service Unit Definition/s:	<p>Test and Treat Outpatient/Ambulatory Medical Care: One (1) unit of service = One (1) primary care office/clinic visit or telehealth which includes the following:</p> <ul style="list-style-type: none"> • Primary care physician/nurse practitioner, physician's assistant or clinical nurse specialist examination of the patient, and • Medication/treatment education • Medication access/linkage • Laboratory (as clinically indicated, not including specialized tests) • Eligibility verification/screening (as necessary) <p>Test and Treat Emergency Financial Assistance – Pharmacy Assistance: One (1) unit of service = a transaction involving the filling of a prescription or any other allowable medication need ordered by a qualified medical practitioner. The transaction will involve at least one item being provided for the client but can be any multiple. The cost of medications provided to the client must be invoiced at actual cost.</p>
HRSA Service Category Definition:	<ul style="list-style-type: none"> • Outpatient/Ambulatory Health Services provide diagnostic and therapeutic-related activities directly to a client by a licensed healthcare provider in an outpatient medical setting. Outpatient medical settings may include clinics, medical offices, mobile vans, using telehealth technology, and urgent care facilities for HIV-related visits. Allowable activities include: • Medical history taking • Physical examination • Diagnostic testing (including HIV confirmatory and viral load testing), as

	<p>well as laboratory testing • Treatment and management of physical and behavioral health conditions • Behavioral risk assessment, subsequent counseling, and referral • Preventive care and screening • Pediatric developmental assessment • Prescription and management of medication therapy • Treatment adherence • Education and counseling on health and prevention issues • Referral to and provision of specialty care related to HIV diagnosis, including audiology and ophthalmology</p> <ul style="list-style-type: none"> • Emergency Financial Assistance provides limited one-time or short-term payments to assist an HRSA RWHAP client with an urgent need for essential items or services necessary to improve health outcomes, including: utilities, housing, food (including groceries and food vouchers), transportation, medication not covered by an AIDS Drug Assistance Program or AIDS Pharmaceutical Assistance, or another HRSA RWHAP-allowable cost needed to improve health outcomes. Emergency Financial Assistance must occur as a direct payment to an agency or through a voucher program.
Standards of Care:	<p>Sub-recipient must adhere to the most current published Part A Standards of Care for the Houston EMA.</p> <p>Test and Treat Services must meet or exceed applicable United States Department of Health and Human Services (HHS) Guidelines for the Use of Antiretroviral Agents in Adults and Adolescents with HIV.</p>
Local Service Category Definition/Services to be Provided:	<p>Test and Treat Outpatient/Ambulatory Primary Medical Care: Services include physician, physician extender, nursing, phlebotomy, radiographic, laboratory, pharmacy, intravenous therapy, home health care referral, patient medication education, and patient care coordination. The Sub-recipient must provide continuity of care with inpatient services and subspecialty services (either on-site or through specific referral to appropriate medical provider upon primary care Physician's order).</p> <p>Test and Treat Outpatient/Ambulatory Primary Medical Care must provide:</p> <ul style="list-style-type: none"> • Be performed within 72 hours of HIV diagnosis, or presenting to clinic for return to care patients • Continuity of care for all stages of adult HIV infection;

	<ul style="list-style-type: none"> • Laboratory and pharmacy services including intravenous medications (either on-site or through established referral systems); • On-site Outpatient psychiatric care, including lab work necessary for the prescribing of psychiatric medications when appropriate (either on-site or through established referral systems); • Access to the Texas ADAP program (either on-site or through established referral systems); • Access to compassionate use HIV medication programs (either directly or through established referral systems); • Access to HIV related research protocols (either directly or through established referral systems); • Must at a minimum, comply with Houston EMA/HSDA Part A/B Standards for HIV Primary Medical Care. The Sub-recipient must demonstrate on an ongoing basis the ability to provide state-of-the-art HIV-related primary care medicine in accordance with the most recent HHS HIV treatment guidelines. Rapid advances in HIV treatment protocols require that the Sub-recipient provide services that to the greatest extent possible maximize a patient's opportunity for long-term survival and maintenance of the highest quality of life possible. • On-site Medical Case Management services. • On-site Medication Education. <p>Test and Treat Emergency Financial Assistance – Pharmacy Assistance: Pharmacy Assistance provides limited one-time and/or short-term supply of up to 30 days of HIV treatment pharmaceuticals to patients. Medication is dispensed within 72 hours of HIV diagnosis or presenting to clinic for return to care patients. One refill for up to 30-day supply available with RWGA prior approval. Allowable medications are only those HIV treatment medications on the Houston EMA Ryan White Part A Formulary. Does not include drugs available to the patient from other programs or payers or free of charge or medications available over the counter (OTC) without prescription. Sub-recipient must offer all medications on the Texas ADAP formulary.</p>
Agency Requirements:	<p>Providers and system must be Medicaid/Medicare certified.</p> <p>Eligibility and Benefits Coordination: Sub-recipient must implement consumer-friendly, culturally and linguistically appropriate new and returning patient eligibility verification and benefit coordination processes that ensure successful patient transition to Ryan White, or other public or private medical care. Eligibility processes should provide clients with a meaningful</p>

understanding of their benefits, expected out-of-pocket expenses and other information needed to ensure full and continued participation in care.

Test and Treat Emergency Financial Assistance – Pharmacy Assistance: Sub-recipient must provide pharmacy services on-site or through an established contractual relationship that meets all requirements. Alternate (off-site) approaches must be approved prior to implementation by RWGA.

Either directly, or via subcontract with an eligible 340B Pharmacy program entity, must:

Ensure the documented capability of interfacing with the Texas HIV Medication Program operated by the Texas Department of State Health Services. This capability must be fully documented and is subject to independent verification by RWGA.

Ensure medication assistance provided to clients does not duplicate services already being provided in the Houston area. The process for accomplishing this must be fully documented and is subject to independent verification by RWGA.

Ensure all medications are purchased via a qualified participant in the federal 340B Drug Pricing Program and Prime Vendor Program, administered by the HRSA Office of Pharmacy Affairs. Note: failure to maintain 340B or Prime Vendor drug pricing may result in a negative audit finding, cost disallowance or termination of contract awarded. Sub-recipient must maintain 340B Program participation throughout the contract term. All eligible medications must be purchased in accordance with Program 340B guidelines and program requirements.

Ensure Houston area HIV/AIDS service providers are informed of this program and how the client referral and enrollment processes functions. Sub-recipient must maintain documentation of such marketing efforts.

Ensure information regarding the program is provided to PLWH, including historically under-served and unserved populations (e.g., African American, Hispanic/Latino, Asian, Native American, Pacific Islander) and women not currently obtaining prescribed HIV medications.

Offer, at no charge to the client, delivery options for medication refills, including but not limited to courier, USPS or other package delivery service.

Staff Requirements:	Sub-recipient is responsible for ensuring that services are provided by State licensed internal medicine and OB/GYN physicians, specialty care physicians, psychiatrists, registered nurses, nurse practitioners, vocational nurses, pharmacists, physician assistants, clinical nurse specialists, physician extenders, licensed social worker and ancillary health care providers in accordance with appropriate State licensing and/or certification requirements and with knowledge and experience of HIV disease.
Special Requirements:	<p>All primary medical care services must meet or exceed current HHS Treatment Guidelines for the treatment and management of HIV disease.</p> <p>Sub-recipient must adhere to their approved Ending the HIV Epidemic Test and Treat Clinic protocol. Protocol was reviewed and approved by RWGA and South Central AETC local performance site, at Baylor College of Medicine. Protocol fully documents clinic operations necessary to complete initial HIV medication treatment within 72 hours for all newly diagnosed and return to care PLWH.</p> <p>The Subrecipient is required to participate in the local AETC technical assistance program and any associated Ending the HIV Epidemic initiatives that the County implements. This includes granting the County or its duly authorized representatives access to client clinical records in order to evaluate the extent to which the HIV health services the Subrecipient provides are consistent with the most recent U.S. Department of Health and Human Services (“HHS”) recommendations for the rapid initiation of antiretroviral therapy.</p> <p>Sub-recipient must provide all required program components - Primary Medical Care and Emergency Financial Assistance – Pharmacy Assistance services.</p> <p>Primary Medical Care Services: Services funded under this grant cannot be used to supplant insurance or Medicare/Medicaid reimbursements for such services. Clients eligible for such reimbursement may not be billed to this contract. Medicare and private insurance co-payments may be eligible for reimbursement under Ryan White Health Insurance Assistance (HINS) program guidelines. Patients needing such assistance should be referred to the local Ryan White-funded HINS provider for assistance. Under no circumstances may the Sub-recipient bill the County for the difference between the reimbursement from Medicaid, Medicare or Third-Party insurance and the fee schedule under the contract. Furthermore, potential clients who are Medicaid/Medicare eligible or have other Third Party payers may not be denied services or referred elsewhere by the Sub-recipient based on their reimbursement status (i.e. Medicaid/Medicare eligible clients may not be referred</p>

elsewhere in order that non-Medicaid/Medicare eligible clients may be added to the contract). Failure to serve Medicaid/Medicare eligible clients based on their reimbursement status will be grounds for the immediate termination of contract.

Maintaining Referral Relationships (Point of Entry Agreements):

Sub-recipient must maintain appropriate relationships with entities that constitute key points of access to the health care system for individuals with HIV disease, including but not limited to, Harris Health System and other Houston EMA-located emergency rooms, Harris County Jail, Texas Department of Criminal Justice incarceration facilities, Immigration detention centers, substance abuse treatment and detoxification programs, adult and juvenile detention facilities, Sexually Transmitted Disease clinics, federally qualified health centers (FQHC), HIV disease counseling and testing sites, mental health programs and homeless shelters. These referral relationships must be documented with written collaborative agreements, contracts or memoranda of understanding between Sub-recipient and appropriate point of entry entities and are subject to audit by RWGA. Sub-recipient and POE entity staff must regularly (e.g. weekly, bi-weekly depending on volume of referrals) meet 1:1 to discuss new referrals to primary medical care services. Such case conferences must be documented in the client record and properly entered into the CPCDMS.

Use of CPCDMS Data System: Sub-recipient must comply with CPCDMS business rules and procedures. Sub-recipient must enter into the CPCDMS all required clinical data, including but not limited to, ART treatment including all changes in medication regimens, Opportunistic Infections, screening and treatment for STDs and other clinical screening and treatment data required by HRSA, TDSHS and the County. Sub-recipient must ensure accuracy of related HIV testing in HHD Maven system. Sub-recipient must perform Registration updates in accordance with RWGA CPCDMS business rules for all clients wherein Sub-recipient is client's CPCDMS record-owning agency.

Patient Transportation: The County will provide Sub-recipient with access to Test and Treat Patient Ride Sharing Services. Test and Treat Patient Ride Sharing Services must be used in accordance with RWGA policies and procedures, standards of care and patient eligibility guidelines.

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 Harris County will be eligible for services.

Objective 1: By 2/28/25 to provide at least **350** unduplicated eligible HIV-infected adult clients with comprehensive Outpatient/Ambulatory Health Services and/or Emergency Financial Assistance as documented by entries in the CPCDMS database.

SECTION II. SPECIAL PROVISIONS

Subrecipient agrees to submit billing under the following criteria:

1. All bills must be submitted no later than 30 days after the end of each month in which services were provided.
2. All required CPCDMS data entry for each billing month must be entered into the CPCDMS no later than 30 days, match any extension, after the end of each month in which services were provided.
3. All charges, such as pharmacy and take-home supplies, not eligible to be billed to this contract may be billed to patients according to subrecipient's billing procedures.

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 Ending The HIV Epidemic: A Plan for America 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.

ATTACHMENT NO. 04

BUDGET

Ending the HIV Epidemic:

Primary Health Care Visits by Physician or Physician Extender

		<u>Total</u>
FEE CHARGED PER UNIT OF SERVICE		
One (1) unit of service = One (1) primary care office/clinic visit or telehealth which includes the following:		\$375.00
<ul style="list-style-type: none">• Primary care physician/nurse practitioner, physician's assistant or clinical nurse specialist examination of the patient, and• Medication/treatment education• Medication access/linkage• Laboratory (as clinically indicated, not including specialized tests)• Eligibility verification/screening (as necessary)		
NUMBER OF UNITS OF SERVICE TO BE PROVIDED		11.47
TOTAL COST OF THESE SERVICES	(\$375.00 x 11.47)	\$4,302.16
Personnel	\$346.31	
Fringe	\$ 28.69	
Travel	\$.00	
Equipment	\$.00	
Supplies	\$.00	
Contractual	\$.00	
Other	\$.00	
TOTAL	\$375.00	
Total Amount of Funds for Disbursements of <u>Diagnostic Procedures</u>*		\$3.33
<i>List of Diagnostic Procedures</i> located at www.hcphes.org/rwga . Approved diagnostic procedures will be reimbursed at invoice cost. *Diagnostic procedure code and client 11-digit code must be provided on invoice to process reimbursements.		
Total Amount of Funds for Disbursements of <u>Ride Share Services</u>		\$27,144.84
Test and Treat Patient Ride Sharing Services must be used in accordance with RWGA policies and procedures, standards of care and patient eligibility guidelines.		
Total Amount of Funds for <u>Marketing Campaign</u>		\$10,000.00
Public outreach campaign to educate the general public and People Living with HIV, including those not Ryan White eligible, on the importance of accessing treatment services and de-stigmatizing HIV.		

ATTACHMENT NO. 04

BUDGET

Ending the HIV Epidemic:
Emergency Financial Assistance (EFA)

		<u>Total</u>
FEE CHARGED PER UNIT OF SERVICE		\$30.00
1 unit of service per service transaction = \$30.00. EFA provides short-term (up to 30 days of medication) access to HIV pharmaceutical services to clients who have not yet completed eligibility determination for medications through Pharmaceutical Assistance Programs, State ADAP, State SPAP or other services. HRSA requirements for EFA include a client enrollment process, uniform benefits for all enrolled clients and a record system for dispensed medications and a drug distribution system.		
NUMBER OF UNITS OF SERVICE TO BE PROVIDED		11.53
TOTAL COST OF THESE SERVICES	(\$30.00 x 11.47)	\$345.95
Personnel	\$17.03	
Fringe	\$ 2.80	
Travel	\$.00	
Equipment	\$.00	
Supplies	\$.73	
Contractual	\$.22	
Other	<u>\$ 9.22</u>	
TOTAL	\$30.00	

Total Amount of Funds To Be Invoiced for EFA Disbursements \$33,375.34

EFA provides up to 30 days of medication payments to assist clients with an emergent need for HIV Medication. HRSA requirements for EFA include a client enrollment process, uniform benefits for all enrolled clients, a record system for dispensed medications and drug distribution system. 1 unit of service = a transaction involving the filling of a prescription or any other allowable medication \$30.00.

TOTAL **\$75,171.62**

Total reimbursements to the Subrecipient under the Contract shall not exceed \$75,171.62. The Subrecipient further understands and agrees that the Subrecipient shall only be reimbursed for expenses incurred in connection with the Subrecipient's adult outpatient primary medical health care, medical case management, non-medical case management and local pharmacy assistance program.

The Subrecipient shall submit its final request for payment to the County no later than March 21, 2024.

ATTACHMENT NO. 05

**Certification of Compliance
With The Drug-Free Workplace Act of 1988**

Houston Area Community Health Services, Inc., DBA Avenue 360 Health & Wellness certifies that it has been furnished a copy of the Drug-Free Workplace Act of 1988, Section 5151-5160 (41 U.S.C. 701), Public Law 100-690 and hereby certifies that it is in compliance with such Act.

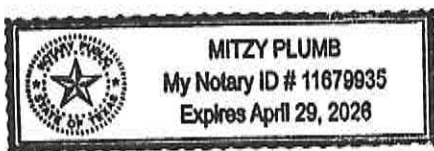
Charlene A. Flash
Signature

Charlene A. Flash
Printed Name

President & CEO
Title

3/28/2024
Date

SUBSCRIBED AND SWORN TO BEFORE ME on this 28 day of March, 2024, to certify which witness my hand and seal of office.



Mitzy Plumb
Notary Public, State of Texas

Mitzy Plumb
Notary Public's Printed Name

My commission expires: 4/29/26

ORDER OF COMMISSIONERS COURT
AUTHORIZING AGREEMENT WITH HOUSTON AREA COMMUNITY HEALTH SERVICES,
INC., DBA AVENUE 360 HEALTH & WELLNESS

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 AGREEMENT WITH HOUSTON AREA COMMUNITY HEALTH
SERVICES, INC., DBA AVENUE 360 HEALTH & WELLNESS TO PROVIDE SERVICES TO
CERTAIN HIV-INFECTED AND AFFECTED PERSONS IN THE HOUSTON ELIGIBLE
METROPOLITAN AREA

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 an agreement in an amount not to exceed \$383,819.62 with Houston Area Community Health Services, Inc., DBA Avenue 360 Health & Wellness to provide services to certain HIV-infected and affected individuals in the Houston Eligible Metropolitan Area. The Agreement 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.

CONTRACT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Contract (sometimes “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 **Legacy Community Health Services, Inc.**, (“the Subrecipient”).

I. PURPOSE

A. The County has been awarded federal grant funds from a federal grant program established by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (“Act”) that makes from the United States Public Health Service, Health Resources and Services Administration (“HRSA”) federal assistance funds available to the County. That federal assistance is directed through the office of the urban county’s chief elected official (“the County Judge of Harris County”) that administers the public health agency providing outpatient and ambulatory services to the greatest number of individuals with AIDS, as reported to and confirmed by the Centers for Disease Control. The amounts received for participating in the grant program are to be used to provide direct financial assistance to qualified entities for the purpose of delivering core medical services and support services.

B. The County Judge of Harris County has established the Houston Area Ryan White Planning Council (“Planning Council”) that is responsible for establishing priorities for the allocation of funds and the development of a comprehensive plan for the organization and delivery of health services described in section 300ff-14 of the Act, that are compatible with any existing State or local plan for the provision of health services to individuals with HIV disease and the assessment of the efficiency of the administrative mechanism in order to rapidly allocate funds to the areas of greatest need. The County desires to obtain the services of the Subrecipient to provide certain services to certain HIV-infected and affected individuals in the Houston Eligible Metropolitan Area.

II. SCOPE OF SERVICES

The Subrecipient will perform the work described in the Scope of Work set out in Attachment No. 01, called “Services” throughout this Contract. The Attachment is incorporated into this Contract as though copied verbatim in it. The Subrecipient understands and agrees that the funds provided by the County may only be used for the Services.

III. STANDARDS

A. The Subrecipient will perform all of the Services and other obligations of this Contract in accordance with generally accepted, applicable standards and will comply with all federal, state, or local laws, rules, regulations, ordinances and the grant award that in any manner affect its performance of this Contract and/or its receipt, disbursement, and accounting of funds received for its performance of this Contract. The goals, terms, and requirements of the federal grant from HRSA to the County are incorporated in this Contract by reference.

B. During all times in which Subrecipient has an active Ryan White Contract with the County, Subrecipient must annually register with the Federal Government's System for Award Management ("SAM"), providing it with current, accurate information Subrecipient must ensure that its SAM registration is active and MPIN is current. Information about registering with the SAM can be found at <https://usfcr.com/>.

C. The Subrecipient will ensure that personnel providing Services have all licenses required by law and/or are qualified to perform those Services. The Subrecipient will further ensure that all program and/or facility licenses necessary to provide the required Services are current and to immediately notify the County if any such licenses become invalid or are canceled during the term of this Contract.

D. The Subrecipient will immediately notify the Executive Director of the Harris County Public Health (PHS) Department ("Executive Director"), or other person designated by the Executive Director, of any problems, delays or adverse conditions that will affect the ability of the Subrecipient to perform its Contract obligations. All such notices will include a statement of actions taken or to be taken by the Subrecipient to resolve the problems, delays or adverse conditions. The Subrecipient will also promptly notify the Executive Director, or his or her duly authorized representative, if it anticipates providing the Services with a lower cost than the allocated amount or within a shorter period of time than the Contract term.

E. The Subrecipient will develop, implement and maintain financial management and control systems that meet or exceed the requirements established by HRSA. These requirements will include, but will not be limited to:

1. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of associated costs;
2. A financial management system to include:
 - (a) accurate and complete payroll, accounting, and financial reporting records;
 - (b) cost source documentation;
 - (c) effective internal budgetary controls;
 - (d) determination of reasonableness, allowability and allocability of costs; and
 - (e) timely and appropriate audits and resolution of any audit findings; and

If fees are charged to clients receiving Services, a fee schedule, including: a) a system for discounting or adjusting charges based on a client's Modified Adjusted Gross Income (MAGI) and family size, in accordance with the requirements of the Act, b) a mechanism for billing and collecting fees from third party payers and c) a mechanism for reasonable efforts to collect allowable fees from clients. Charges by Subrecipient for the provision of Services must be a sliding fee schedule that is

available to the public. Individual annual aggregate charges to patients receiving Services must conform to the following limits:

INDIVIDUAL/FAMILY ANNUAL GROSS INCOME	TOTAL ALLOWABLE ANNUAL CHARGES
Equal to or below official poverty line ("OPL")	No charges permitted
101% to 200% of OPL	5% or less of MAGI
201% to 300% of OPL	7% or less of MAGI
300+% of OPL	10% or less of MAGI

"Aggregate Charges" means annual charges imposed for all Services regardless of terminology (i.e. enrollment fees, premiums, deductibles, cost-sharing, co-payments, coinsurance, etc.) and applies to all service providers from whom individuals receive Services. A simple application showing annual gross salary of an individual or family will be used to establish the appropriate level of fees.

F. Anti-kickback Statue. The Subrecipient will comply with 42 USC 1320a-7b(b) by: 1) implementing an employee Code of Ethics or Standards of Conduct policy, 2) personnel policies, 3) for Medicaid and Medicare providers, implementing a Corporate Compliance Plan, 4) implementing Bylaws and policies that include ethics standards or business conduct practices, 5) maintaining documentation of any employee or Board Member violation of the Code of Ethics or Standards of Conduct policy, and 6) maintaining documentation of any complaint of violation of the Code of Ethics or Standards of Conduct and resolution of the complaint.

G. The Subrecipient must comply with all applicable Provider/Subgrantee Requirements and Responsibilities detailed in the HRSA HIV/AIDS Bureau (HAB) National Monitoring Standards for Ryan White HIV/AIDS Part A and Part B Grantees and implemented by Harris County Public Health/Ryan White Grant Administration. The most current Ryan White Programmatic and Fiscal Monitoring Standards may be found: <https://careacttarget.org/library/part-and-b-monitoring-standards>

H. The Subrecipient will participate in all evaluations, studies, and reviews conducted by either the County or the Planning Council regarding services funded with Ryan White grant funds.

I. The Subrecipient will participate in the Outcome Evaluations, Standards of Care, Quality Assurance and Quality Management activities conducted by the County regarding services funded with Ryan White grant funds.

J. The Subrecipient may not subcontract any of its duties or obligations of this Contract without the express written consent of the County. Any request for the right to use a subcontractor will include the name and address of the subcontractor and a copy of the proposed subcontract. As a condition of granting permission to use a subcontractor, the County may require changes or additions to the subcontract.

K. It is understood and agreed between the parties that the Subrecipient's performance of the obligations of this Contract will be reviewed by the County. The Subrecipient's failure to perform any of its Contract obligations in accordance with all terms and conditions of this Contract will be considered in any future allocation of Ryan White grant funds by the County.

L. **41 U.S.C. § 4712.** Subrecipient must comply with 41 U.S.C. § 4712 regarding enhancement of contractor protection from reprisal for disclosure of certain information. This program requires all grantees, their subgrantees, and subcontractors to:

1. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the program;
2. Inform their employees in writing of employee whistleblower protections of this law in the predominant native language of the workforce: and,
3. Include such requirements in any agreement made with a subcontractors or subgrantee.

M. Fraud, Waste or Abuse Hotline. Subrecipient shall immediately report to the County through the County's Fraud, Waste, or Abuse Hotline and also notify the County in accordance with all the Notice provisions contained in this Agreement all suspected or known instances and facts concerning fraud, waste, abuse, or criminal activity under this Agreement. The County's Fraud, Waste, or Abuse Hotline can be accessed by phone at 866-556-8181 or online at <https://secure.ethicspoint.com/domain/media/en/gui/68174/index.html>

IV. TIME OF PERFORMANCE

The term of this Contract will begin on March 01, 2024 and end on February 28, 2025, unless sooner terminated as provided by any provision hereof. The County may offer one-year renewal options based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by Harris County Commissioners Court. Once renewal options are exhausted, the Contract must be rebid. The County reserves the right to rebid at any time that it deems to be in its best interest but is not bound to automatically renew.

V. COMPENSATION AND PAYMENT FOR SERVICES

A. Attachment No. 02, incorporated by reference as though copied verbatim, is the Budget for this Contract. Subject to the limitation upon and the availability of funds provided by HRSA to the County for the performance of Services, the County will pay the Subrecipient the costs and expenses that are described in that Attachment. The amounts stated in that Attachment are the total maximum sums specifically allocated to fully discharge any and all liabilities that may be incurred by the County for Subrecipient's performance of this Contract.

B. It is expressly understood and agreed that the total maximum funds for the performance of this Contract are stated in the Auditor's Certificate, below. Additional funds will not be available unless first certified to be available by the County Auditor. The Subrecipient further understands and agrees that this Contract is contingent upon the County's receipt of funds from HRSA. The County has no other funds for the payment of Contract obligations. The County is not obligated to pay Subrecipient for the performance of any portion of this Contract unless the County has received funds for that (those) purpose(s) from HRSA and certified available by the County Auditor. Subrecipient must assure itself that sufficient funds have been allocated for the provision of Services. The County is not obligated to pay Subrecipient any amount spent by Subrecipient that HRSA determines not to be reimbursable from federal grant funds. The Subrecipient will refund to the County any and all amounts paid to it by the County for items that HRSA determines are not subject to payment from federal grant funds. The

Subrecipient will have no right of action against the County because of the County is unable to perform its obligations of this Contract as a result of the suspension, termination, withdrawal, failure, or lack of sufficient funding from HRSA to the County.

C. On or about the last day of each calendar month during which it provides Services, the Subrecipient will submit an itemized Statement, called "Statement" throughout this Contract, sworn to by the Subrecipient to be true and correct, to the Executive Director, in a form acceptable to the County Auditor, describing in detail those Services, the cost, compensation and expense reimbursement claimed. No amount in excess of an average of one-twelfth (1/12) of the total amount of the Contract will be included in the Statement without prior written approval by the County. Statements will show the name and classification of each person performing Services and the date(s) and time(s) the Services were performed. The Subrecipient will enter all Services into the Centralized Patient Care Data Management System ("CPCDMS") prior to submitting a Statement for payment. Documentation supporting a Statement will also include details of the work, units/duration, the unique identifier (11-character code) of the client(s) receiving Services and the expenses claimed that may be requested by the County Auditor for verification purposes. The Subrecipient will also provide copies of any documents, records, or information requested by the Ryan White Grant Administration or the County Auditor. The Executive Director will review each Statement and approve it with modifications, if any, it deems appropriate and will pay it within twenty (20) calendar days after approval by the County Auditor.

D. Any payments by the County to the Subrecipient may be withheld if the Subrecipient fails to comply with the County's reporting requirements, the program objectives, or other requirements relating to the Subrecipient's performance of work and Services required by this Contract.

E. The Subrecipient understands and agrees that the County will reimburse Subrecipient only for costs incurred in the performance of this Contract that conform to requirements of all applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement with HRSA grant funds. Administrative costs charged by the Subrecipient in the performance of this Contract may not exceed ten percent (10%) of the total charges billed to the County, unless previously approved by the County in writing.

F. The Consolidated Appropriations Act, 2023 (P.L.118-15), enacted November 11, 2023, 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 \$221,900.00, effective January 1, 2024. 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.

G. The Subrecipient must, prior to billing this Contract, have an on-going system to verify clients' eligibility for payment by Medicaid/Medicare and private health insurance, including health insurance purchased through the federal health insurance exchange or Marketplace implemented under the Patient Protection and Affordable Care Act ("ACA"). The County may withhold all or part of any

payments in order to reconcile Medicaid/Medicare or other health insurance reimbursable expenses inappropriately billed to this Contract.

H. Payer of Last Resort. Subrecipient must screen and document financial eligibility and proof of HIV status during each program year. All non-Ryan White fiscal resources, including the clients own resources, must be first used before using, committing, or obligating Ryan White grant funds. Under current HAB and VA policy, veterans receiving VA health benefits will be considered as uninsured, thus exempting veterans from the Payer of Last Resort requirements.

I. The Subrecipient understands and agrees that funds received for the performance of this Contract will not be used to supplant state, local or other federal funds received by the Subrecipient. The County may withhold all or part of any payments to the Subrecipient to offset any reimbursement made to the Subrecipient for any ineligible expenditure not yet refunded to the County by the Subrecipient. Payments to the Subrecipient may also be denied for Subrecipient's failure to furnish required financial reports to the County, failure to respond to financial compliance monitoring reports, or failure to meet program requirements specified in the Scope of Work set out in Attachment No. 01.

J. If the County determines the Subrecipient will not use all of the allocated funds, then the County will reduce the allocated amount so that those funds do not remain unspent, and may be promptly reallocated to other HIV service providers as allowed by the County's procurement procedures. The County will notify the Subrecipient in writing of it reduces the allocated amount. A decision by the County to reduce allocations will be final.

K. The decision of the County Auditor regarding a dispute between the parties over payment to the Subrecipient for Services will be final.

VI. TERMINATION

A. The County may upon thirty (30) calendar days written notice to the Subrecipient, terminate all or any part of this Contract for:

1. Failure of the Subrecipient to comply with the County's reporting requirements, the program objectives, the terms, conditions or standards of this Contract, applicable federal, state or local laws, rules, regulations and ordinances, or any other requirements set out in this Contract;
2. Failure of the Subrecipient to perform the work and Services required by this Contract within the time specified or any extension of time;
3. Failure of the Subrecipient to correct its noncompliance with any term(s) or provision(s) of this Contract within thirty (30) calendar days (or an extension authorized by the County, in writing) after receiving notice of noncompliance from the County; or
4. Reduction, depletion or unavailability of funds allocated to County by HRSA during the Contract term.

B. Notwithstanding subparagraph A, above, the Executive Director may immediately terminate or suspend this Contract to protect the health and safety of clients.

C. Notwithstanding subparagraph A of this Article VI, this Contract may be terminated upon shorter notice if both parties agree.

D. Termination of the Contract will be accomplished by delivering a written notice of termination to the Subrecipient specifying the extent the performance of work or Services has been terminated and the effective date of termination. After receipt of said termination notice, the Subrecipient will stop its work on termination date to the extent specified in the notice. Upon receipt of the notice, the Subrecipient will incur no new obligations and will cancel any outstanding obligations. To the extent federal funds are available and reimbursement is permitted, the County will reimburse the Subrecipient for noncancellable obligations that were incurred prior to the termination date.

E. Upon termination of this Contract, any and all unspent funds that were paid by the County to the Subrecipient for the performance of this Contract will be returned to the County.

F. The County may terminate a Contract at any time if the Subrecipient employs, in any capacity, any person who is then currently employed by Ryan White Grant Administration of Harris County Public Health, or who has been employed by the Ryan White Grant Administration within the six (6) months immediately preceding the commencement of employment by the Subrecipient. For the purposes of this paragraph, the term “employs in any capacity” will mean the receipt of services of any kind in exchange for consideration, regardless of whether the person performs the services as an employee, consultant, agent, independent Contractor, subcontractors or in some other capacity. The Executive Director of Harris County Public Health may waive this requirement upon written request from the Subrecipient. The granting of a waiver is at the discretion of the Executive Director and any such decision by the Executive Director is final.

VII. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). Subrecipient must abide by the following requirements:

TRAFFICKING IN PERSONS

A. Provisions applicable to a recipient that is a private entity:

1. Subrecipient, Subrecipient’s employees, subcontractors of this award, and subcontractors' employees may not:

i. Engage in severe forms of trafficking in persons during the term of this Contract;

ii. Procure a commercial sex act during the term of this Contract;

iii. Use forced labor in the performance of the award or sub-awards mentioned in this Agreement.

2. The Federal awarding agency may unilaterally terminate this award, without penalty, if Subrecipient or a subcontractors that is a private entity:

i. is determined to have violated a prohibition in paragraph A.1; or

ii. has an employee who is determined by the agency official authorized to terminate this Contract to have violated a prohibition in paragraph A.1 through conduct that is either:

A. associated with performance of this Contract; or

B. imputed to Subrecipient or the subcontractors using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by Federal awarding agency at 2 CFR part 376.

B. Provisions applicable to a recipient other than a private entity:

The Federal awarding agency may unilaterally terminate this award, without penalty, if a subcontractor that is not a private entity:

1. is determined to have violated an applicable prohibition in paragraph A.1; or

2. has an employee who is determined by the Federal awarding agency official authorized to terminate this Contract to have violated an applicable prohibition in paragraph A.1 through conduct that is either:

i. associated with performance of this Contract; or

ii. imputed to the Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by Federal awarding agency at 2 CFR part 376.

C. Provisions applicable to any recipient:

1. Subrecipient must inform County immediately of any information it receives from any source alleging a violation of a prohibition in paragraph A.1.

2. County’s right to terminate unilaterally that is described in paragraph A.2 or B of this section:

- i. implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
- ii. is in addition to all other remedies for noncompliance that are available to Federal awarding agency under this award.

3. Subrecipient must include the requirements of paragraph A.1 in any sub-award you make to a private entity.

D. Definitions. For purposes of this Contract:

1. “Employee” means either:

- i. an individual employed by Subrecipient or a subcontractor who is engaged in the performance of the project or program required by this Contract; or

- ii. another person engaged in the performance of the project or program required by this Contract and not compensated by Subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity” means:

- i. any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25; and

- ii. includes:

- A. a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

- B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**VIII. CERTIFICATION REGARDING LOBBYING AND COMPLIANCE
WITH THE DRUG-FREE WORKPLACE ACT OF 1988**

A. The Subrecipient will comply with the requirements of section 1352 of Public Law 101-121 (31 U.S.C. § 1352) and 45 CFR Part 93 and will require the same compliance of all of its

subcontractors providing Services. It is understood and agreed that no funds obtained by the Subrecipient for the performance of this Contract have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan or cooperative agreement.

B. The Subrecipient (and its subcontractors providing Services) must submit Standard Form-LLL ("Disclosure Form to Report Lobbying") in the form and manner required by its instructions if the Subrecipient (or the subcontractor) receives federal funds in excess of \$100,000.00 for the performance of this Contract, and any other funds that have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this Contract,

C. The Subrecipient further agrees that it will comply with the Drug-Free Workplace Act of 1988, Sections 5151-6160 (41 U.S.C. 8101) Public Law 100-690. Upon execution of this Contract, the Subrecipient will execute and submit to Harris County Public Health the Certification of Compliance with the Drug-Free Workplace Act of 1988 that is attached to this document, marked Attachment No. 03, and incorporated herein for all purposes. The Subrecipient will require execution of the Certification of Compliance with the Drug-Free Workplace Act of 1988 in all Contracts between itself and any subcontractors.

IX. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

The Subrecipient will comply with Public Law 103-227, also known as the Pro-Children Act of 1994, requiring that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity, and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, Contract, loan, or loan guarantee. This law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. This law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. By executing this Contract, the Subrecipient certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined in the Pro-Children Act of 1994. The Subrecipient further will include this certification in all Contracts between itself and any subcontractors in connection with the services performed under this Contract.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Subrecipient certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Subrecipient further will include this certification in all Contracts between itself and any subcontractors performing Services.

XI. INDEPENDENT CONTRACTOR

The Subrecipient is an independent contractor and not an agent, representative or employee of the County. No employee, agent or representative of the Subrecipient will be considered an employee of the County nor be eligible for any benefits, rights, or privileges accorded to County employees.

XII. MANNER OF NOTICE

Notices and communications required by this Contract must be sent by registered or certified United States Mail, postage prepaid (return-receipt requested) or hand delivered to the following address:

BY SUBRECIPIENT TO COUNTY:

Harris County Public Health
1111 Fannin Street, 16th Floor
Houston, Texas 77002
Attn: Ryan White Grant Administration

BY COUNTY TO SUBRECIPIENT:

Legacy Community Health Services, Inc.,
2929 Allen Parkway, Suite 1300
Houston, Texas 77019
Attn: Robert Hilliard, Chief Executive Officer
Email: rhilliard@legacycommunityhealth.org

Notices sent by registered or certified United States mail, properly addressed, postage prepaid, return-receipt requested, are deemed given when deposited in the United States mail.

XIII. INSPECTIONS AND ACCESS TO RECORDS

A. Authorized representatives of the County, HRSA and the Comptroller General of the United States have the right, at all reasonable times, to inspect, conduct site visits or otherwise evaluate the work required by this Contract and the premises in which the Services are being provided in a manner so as not to unduly delay service delivery by the Subrecipient. The Subrecipient will cooperate with and provide reasonable access, facilities and assistance to those representatives.

B. The Subrecipient agrees that the County, HRSA, the Comptroller General of the United States, or any of their duly authorized representatives, will have access to any pertinent books, documents, papers, and records for the purpose of making audit, examination, excerpts and transcripts of transactions related to this Contract. The County will have the right to audit billings both before and after payment.

XIV. CLIENT RECORDS

A. All client records are the property of the Subrecipient. The County, however, may have access to or obtain copies of those records for audit, litigation, or other circumstances that may arise. If this Contract is terminated, the County may deliver written notice to the Subrecipient requesting that the clients receiving Services have their cases and copies of their records transferred to another service provider. Upon receiving such notice, the Subrecipient will take all necessary and reasonable steps to obtain the written consent of the clients for transfer of their cases and records. It is understood and agreed that a client's case and copies of their records will be transferred only to another service provider with the client's written consent. Any disclosure or transfer of records will conform with the confidentiality provisions contained in article XVII of this Contract.

B. The Subrecipient must ensure that documentation is provided in the client's record file of proof of HIV status and eligibility for services under this Contract.

C. **Before the start of this Agreement, or any subsequent term, in the event that the Subrecipient ceases to conduct business, or is unable for any reason, to provide the services described in this Agreement, the Subrecipient will make arrangements to retain client records, in a safe and secure manner for the period of time required by law or up to five (5) years after the client last received services, whichever is longer.**

XV. CLIENT GRIEVANCE PROCEDURES

The Subrecipient will establish and maintain written procedures to address grievances or complaints pertaining to its performance of this Contract. The procedures will be prominently displayed at the Subrecipient's premises and state that the Subrecipient receives Ryan White grant funds from Harris County. The Subrecipient will immediately provide the County with copies of all grievances or complaints it receives.

XVI. EQUIPMENT AND SUPPLIES

A. The acquisition and maintenance of any equipment and supplies required for the performance of this Contract must comply with applicable federal laws, regulations, and rules pertaining to the use of HRSA grant funds for that (those) purpose(s).

B. The term “equipment” as used in this Contract will include all tangible, nonexpendable property, including computer hardware and software that costs more than \$500.00 and has a useful life of more than one year. Title to all equipment purchased with funds provided through this Contract (“Contract funds”) will be in Subrecipient’s name throughout the Contract term.

C. Subrecipient will not acquire any equipment that is not initially listed in this Contract and approved by the County that costs more than \$500.00 (price plus tax) without prior written approval of the County. Request for County approval must be made in writing, detailing the justification for the acquisition, description of features, make and model, costs, and any other information requested by the County.

D. The Subrecipient will maintain an annual inventory of equipment purchased with Contract funds and submit a report to the County at the end of the Contract term. The Subrecipient will administer a program of maintenance, repair, and protection of assets required for the performance of this Contract to assure their full availability and usefulness, and will ensure that all equipment purchased with Contract funds is adequately insured to cover any loss, destruction or damage to it. In the event the Subrecipient receives funds from any source as compensation or reimbursement for any loss, destruction or damage to the asset(s), Subrecipient will use those funds to repair or replace said asset(s).

E. The Subrecipient will, upon termination of this Contract, execute all necessary documents to transfer title to any equipment that costs \$1,000 or more and is purchased with Contract funds to the County or its designee. If permitted by law, the County may, in its sole discretion, allow title to such property to remain in the Subrecipient’s name.

XVII. CONFIDENTIALITY

The Subrecipient will ensure that the confidentiality of all reports, information, client records, and data prepared, collected or assembled by it in the performance of this Contract is maintained in compliance with federal regulations governing Confidentiality of Alcohol and Drug Patient records, 42 CFR, Part 2 and Section 333 of Public Law 91-616 as amended by Public Law 93-282; Texas Health & Safety Code, Chapter 81, Section 81.050; and all *other* applicable federal and state laws, rules and regulations. Any disclosure of confidential client information by the Subrecipient must comply with all applicable federal and state laws, rules and regulations. The Subrecipient will ensure that employees are trained, understand and are familiar with confidentiality requirements regarding HIV/AIDS related medical information and alcohol and drug abuse patient records.

XVIII. FINANCIAL AND PROGRAM REPORTS

A. The Subrecipient will keep a separate record of all Contract funds received by it and will provide the County with all information, records, papers, reports and other documents pertaining to the services furnished that are requested by the County Auditor, the County Public Health Executive Director, HRSA or their duly authorized representatives.

B. **Administrative Cost Reports (“ACR”).** Within sixteen (16) calendar days after the end of each calendar month, the Subrecipient will provide the County with a written report that includes all administrative costs incurred during the previous month. Those administrative costs may not exceed ten percent (10%) of the total charges billed to the County unless the County has given written approval of the item. The Subrecipient will provide the County with a final ACR no later than 21 days after the end of the Contract.

Administrative costs include, but are not limited to, usual and recognized overhead activities, including rent, utilities, and facility costs, costs of management oversight of specific programs supported by Ryan White HIV/AIDS Program funds, including but not limited to, program coordination; clerical; financial and management staff not directly related to patient care; program evaluation and quality improvement; liability insurance; audits; and computer hardware/ software that is not directly related to patient care. If allowed per RFP requirements, any indirect charges pursuant to a federally approved indirect cost rate are considered Administrative Costs. Per HRSA HAB Policy Clarification Notice (PCN) 15-01, the portion of indirect and/or direct facilities expenses such as rent, maintenance, and utilities for areas primarily utilized to provide core medical and support services for eligible RWHAP clients (e.g., clinic, pharmacy, food bank, substance abuse treatment facilities) are not required to be included in the 10% administrative cost cap.”

C. **Contractor Expense Reports (“CER”).** Within sixteen (16) calendar days after the end of each calendar month, the Subrecipient will provide the County with an itemized Statement, in a form acceptable to the County Auditor, detailing the services provided and required by this Contract and the cost, compensation and expense reimbursement claimed. The Subrecipient will enter all client services into the Centralized Patient Care Data Management System (“CPCDMS”) before submitting the CER to the County. The supporting documentation will include details of the work, units/duration, and the unique client identifier (11-character code) of clients receiving services. The Subrecipient will provide the County with a final CER not later than 21 days after the end of the Contract.

D. **Final Financial Report.** Within forty-five (45) calendar days after the end of the Contract term, the Subrecipient will prepare and submit to the County, a written report describing in detail the services performed and the amount expended for each category of services provided during the term of the Contract.

E. **Audit.** The Subrecipient will comply with all audit requirements established by federal rules and regulations and will submit a copy of all audit reports to the County within thirty (30) calendar days of the Subrecipient's receipt the report. If the Subrecipient is a for-profit organization or entity, the Subrecipient will provide written assurance from an independent public accountant that no profit has been realized from the performance of this Contract and the receipt of Contract funds. Non-profit

and governmental agencies receiving federal funding assistance in the aggregate amount of \$750,000.00 or more during their fiscal year must have an audit conducted in compliance with Code of Federal Regulations 2 CFR 200.501. Proprietary agencies receiving awards of \$25,000.00 or more must submit an audit of their general financial statements within twelve (12) months of their fiscal year end. Non-profit and governmental agencies meeting the \$750,000.00 aggregate threshold may charge 2 CFR 200.501 single audit costs proportionally to their Ryan White grants. However, agencies that do not meet the \$750,000.00 aggregate threshold may not use Federal funds to pay for 2 CFR 200.501 single audit costs. The audit must be submitted to the Harris County Auditor's Office no later than nine (9) months after the end of the audited fiscal year and be performed by entity in good standing per industry standard peer review.

F. Centralized Patient Care Data Management System. The Subrecipient will use the Centralized Patient Care Data Management System ("CPCDMS") provided by the County to document the eligibility status of all clients. The Subrecipient will enter service utilization data for all clients, that includes but is not limited to, the demographic and medical profile of all clients and the number and frequency of the services received by the clients. The Subrecipient will transmit all CPCDMS data in compliance with Harris County, Ryan White Grant Administration CPCDMS policies and procedures. The Subrecipient will use only a Ryan White Grant Administration approved high-speed Internet connection to transfer CPCDMS data.

G. Documentation of Attendance. All agencies providing office- or clinic-based services, including case management, must maintain documentation of the client's attendance at the visit or session. This requirement is in addition to the required progress notes by which the clinician (e.g., physician/physician extender, nurse, dentist, nutritionist, social worker, therapist, case manager, or physical therapist) or staff member (e.g., food pantry worker) documents the service provided. The Subrecipient must implement a strategy that ensures clients who receive office or clinic-based care or services sign-in when they access such services. The Subrecipient may forego this requirement in specific instances if obtaining the signature may discourage clients with mental health status, behavior and/or other life issues from accessing needed care or services. This waiver is available on a strict case-by-case basis and, if granted, must be noted in the client's record.

H. Ryan White Grant Administration Site Visit Guidelines and Standards of Care. The Subrecipient must comply with all Ryan White Grant Administration Site Visit Guidelines and Standards of Care applicable to this Contract. The most current site visit Ryan White Grant Administration guidelines and standards of care may be found at <https://public.health.harriscountytexas.gov/Division-Offices/Divisions/Community-Health-Wellness-Division/Ryan-White-Grant-Administration> under the applicable tabs.

I. Ryan White Programmatic and Fiscal Monitoring Standards. Subrecipient must comply with the HRSA Ryan White National Part A Programmatic, Fiscal and Universal Monitoring Standards applicable to Subgrantees, Subrecipients and Subcontractors that have been implemented by Harris County and HCPH/Ryan White Grant Administration. The Ryan White National Monitoring Standards detail the minimum acceptable standards with which Subrecipients must comply. Local Standards of Care, Site Visit guidelines, Outcome Measures, Contract requirements and other requirements implemented by Ryan White Grant Administration often exceed those required by the HRSA Ryan White National Monitoring Standards. Subrecipient must comply with both the National and local

requirements. The most current Ryan White Programmatic and Fiscal Monitoring Standards may be found at <https://careacttarget.org/library/part-and-b-monitoring-standards>.

J. **Quality Management.** The Subrecipient is required to establish and maintain a Clinical Quality Management (CQM) Program as outlined in Ryan White Program Policy Clarification Notice (PCN) 15-02. The Subrecipient must participate in the Quality Management program implemented by the County, including access to client clinical records by the County, or its duly authorized representatives, for the purpose of assessing the extent to which key components, as defined by Ryan White Grant Administration, are in place and ongoing. The most current PCN 15-02 requirements may be found at <https://hab.hrsa.gov/sites/default/files/hab/Global/HAB-PCN-15-02-CQM.pdf>.

XIX. INDEMNITY AND BONDING

A. Each person employed by the Subrecipient who handles Contract funds, including persons authorizing payments, will, during the Contract term, be covered by a fidelity bond providing for indemnification of losses occasioned by: (1) any fraudulent or dishonest act or acts committed by any of the Subrecipient's employees either individually or in concert with others, and/or (2) failure of faithfully his/her duties, or to account properly for all monies and property acquired with Contract funds. This fidelity bond will be in an amount of not less than ten thousand dollars (\$10,000.00).

XX. PROGRAM INCOME

A. All revenues received from the delivery of services will be retained by the Subrecipient and used by it to perform the services set forth in Attachment No. 01. The use of such revenues will comply with the requirements of the Act, 45 CFR Parts 75 and 92, and any other applicable laws, rules or regulations affecting their use and/or expenditure. The Subrecipient further understands and agrees that any interest income earned on the deposit of cash advances of Contract funds may not be retained by the Subrecipient but must be reported on Subrecipient's monthly itemized Statement requesting payment mentioned in article V, subparagraph C, of this Contract. Any such interest income will be deducted from County's reimbursements to the Subrecipient.

B. Program income is gross income earned by Subrecipient directly generated by the Ryan White Part A and/or MAI-supported activity or earned as a result of the Contract award. Program income includes, but is not limited to, income from fees for services performed (e.g., direct payment, or reimbursements received from Medicaid, Medicare and third-party insurance) and income a recipient or sub-recipient earns as the result of a benefit made possible by receipt of a grant or grant funds. Direct payments include charges imposed for Part A and/or MAI services as required under Section 2605(e) of the Ryan White Program legislation, such as enrollment fees, premiums, deductibles, cost sharing, co-payments, coinsurance, or other charges. Program income must be added to funds committed to the project or program and used to further eligible project or program objectives. Subrecipient must have systems in place to account for program income and to ensure its use that is consistent with grant requirements.

XXI. MEDICAID

The Subrecipient understands that if the services performed in accordance with this Agreement are available under the State's Medicaid Plan, the Subrecipient must enter into a participation agreement required by the State Medicaid Plan and must be qualified to receive payment from that plan. Funds received under this Agreement may not be used to provide items or services for which payment has already been made or can be reasonably expected to be received by the Subrecipient from third party payers, including Medicaid, Medicare, Veterans Benefits and/or other state or local programs, prepaid health plans or private insurance. The Subrecipient expressly understands and agrees that this requirement is subject to audit by the County and must be carefully documented in the year-end program report. The Subrecipient must have an on-going system to verify clients' eligibility for payment by Medicaid, Medicare and other third-party payers prior to billing this Contract. The County may withhold all or part of any payments in order to reconcile third party reimbursable expenses inappropriately billed to this Contract. Annually or upon request Subrecipient must provide Ryan White Grant Administration with the individual, group and/or agency Medicaid and NPIN provider numbers, including proof of enrollment in all Medicaid Managed Care Organizations (MCOs) currently operating in the Houston EMA, for all staff and Subrecipients providing Medicaid, Medicare and other third party eligible services.

XXII. NON-DISCRIMINATION

A. The Subrecipient will, in the performance of this Contract, comply with all applicable federal and state laws, standards, orders and regulations regarding equal employment.

B. Further, the Subrecipient will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Subrecipient in the performance of this Contract.

XXIII. INABILITY TO PAY AND LIMITS ON CHARGES

The Subrecipient understands and agrees that any client who is eligible to receive services paid for with Contract funds may not be denied services because of inability to pay. Allowable charges for services paid for with Contract funds are subject to the limitations and guidelines set out in Public Law 101-381, Section 2605 (d) (42 U.S.C. § 300ff-15(e)).

XXIV. COPYRIGHT AND PUBLICATIONS

A. The copyright to all materials created or developed by the Subrecipient with Contract funds are reserved to the Subrecipient. However, the County and HRSA are granted the perpetual, royalty-free, license to copy, use, transfer, and/or disseminate the material in any manner it or they may choose, for any and all purposes, including information, data, software, and/or other materials that are created or developed in connection with, or are the result of the performance of this Contract.

B. The Subrecipient will comply with all applicable regulations, rules and guidelines established by HRSA when issuing statements, press releases, producing printed materials, audiovisuals and other documents describing projects or programs funded, in whole or in part, with the

Contract funds. The Subrecipient will also clearly state that funding for such materials was provided by the County through a grant from HRSA.

XXV. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION (“PHI”) AND ELECTRONIC PROTECTED HEALTH INFORMATION (“EPHI”)

The purpose of this Section, which in context may also be referred to as a “Business Associate Agreement” (“BAA”), is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended (“HIPAA”); privacy and security regulations promulgated by the United States Department of Health and Human Services (“DHHS”); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended (“HITECH Act”); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended (collectively referred to herein as the “Privacy and Security Requirements”).

A. Definitions.

1. “Confidential Information” is information that has been deemed or designated confidential by law (i.e., constitutional, statutory, regulatory, or by judicial decision).
2. “Protected Health Information” (“PHI”) is defined in 45 C.F.R. § 164.501 and is limited to information created or received by Subrecipient from or on behalf of the County.
3. “Electronic Protected Health Information” (“EPHI”) will mean individually identifiable health information that is transmitted by or maintained in electronic media.
4. “Security Incident” will mean the unauthorized access, use, disclosure, modification, or destruction of Confidential Information, including, but not limited to, PHI and EPHI, or interference with the systems operations in an information system, including, but not limited to, information systems containing EPHI. This definition includes, but is not limited to, lost or stolen transportable media devices (e.g., flash drives, CDs, PDAs, cell phones, and cameras), desktop and laptop computers, photographs, and paper files containing Confidential Information, including, but not limited to, PHI and EPHI.

B. General.

1. Subrecipient will hold all PHI and EPHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV’T CODE ANN. §§ 552.001 *et seq.*, as amended.
2. Subrecipient will be bound by and comply with all applicable Federal and State of Texas licensing authorities’ laws, rules, and regulations regarding records and governmental records, including the Privacy and Security Requirements. Compliance with this paragraph is at Subrecipient’s own expense.

3. Subrecipient will cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other process, including investigations, required as a result of Subrecipient's services to the County. Compliance with this paragraph is at Subrecipient's own expense.
 4. The terms used in this BAA will have the same meaning as those terms in the Privacy and Security Requirements.
- C. Representation. Subrecipient represents that it is familiar with and is in compliance with the Privacy and Security Requirements, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.
- D. Business Associate. Subrecipient is a "Business Associate" of the County as that term is defined under the Privacy and Security Requirements.
1. *Nondisclosure of PHI.* Subrecipient agrees not to use or disclose PHI received from or on behalf of the County or created, compiled, or used by Subrecipient pursuant to this Agreement other than as permitted or required by this BAA, or as otherwise required by law.
 2. *Limitation on Further Use or Disclosure.* Subrecipient agrees not to further use or disclose PHI or EPHI received from or on behalf of the County or created, compiled, or used by Subrecipient pursuant to this BAA in a manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by the County, or if either Subrecipient or the County is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.
 3. *Safeguarding PHI.* Subrecipient will use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA or as required by State or Federal law, regulation, or rule.
 4. *Safeguarding EPHI.* Subrecipient will implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the County. These safeguards will include the following:
 - a) Encryption of EPHI that Subrecipient stores and transmits;
 - b) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;
 - c) Use of updated antivirus software;
 - d) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and

- e) Conduct of periodic security training.
5. *Reporting Security Incidents.* Subrecipient will report to the County any Security Incident **immediately** upon becoming aware of such. Subrecipient further will provide the County with the following information regarding the Security Incident as soon as possible, but no more than five (5) business days after becoming aware of the Security Incident: (1) a brief description of what happened, including the dates the Security Incident occurred and was discovered; (2) a reproduction of the PHI or EPHI involved in the Security Incident; and (3) a description of whether and how the PHI or EPHI involved in the Security Incident was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal. If Subrecipient determines that it is infeasible to reproduce the PHI or EPHI involved in the Security Incident, the Subrecipient will notify the County in writing of the conditions that make reproduction infeasible and any information the Subrecipient has regarding the PHI or EPHI involved. Subrecipient will cooperate in a timely fashion with the County regarding all Security Incidents reported to the County.

The County will review all Security Incidents reported by Subrecipient.

Subrecipient will take the following steps in response, to the extent necessary or required by law, including, but not limited to: (1) notifying the individual(s) whose PHI or EPHI was involved in the Security Incident, either in writing, via telephone, through the media, or by posting a notice on the County's website, or through a combination of those methods, of the Security Incident, and (2) providing the individual(s) whose PHI or EPHI was involved in the Security Incident with credit monitoring services for a period of time to be determined by the County, at no cost to the individuals.

The County, to the extent necessary or required by law, will provide notice of the Security Incident, as required by law, to the Secretary of the United States Department of Health and Human Services ("HHS").

Subrecipient will reimburse the County for all expenses incurred as a result of Subrecipient's Security Incidents, including, but not limited to, expenses related to the activities described above. Subrecipient agrees that the County will select the Subrecipients and negotiate the Contracts related to said expenses.

6. *EPHI and Subcontractors.* Subrecipient will require any agent to whom it provides PHI or EPHI, including a subcontractors, to agree to implement reasonable and appropriate safeguards to protect such PHI or EPHI. Further, Subrecipient will give the County at least sixty (60) days advance notice of its intent to provide PHI or EPHI to an agent located outside of the United States.
7. *Subcontractors and Agents.* Subrecipient will require any subcontractors or agent to whom Subrecipient provides PHI or EPHI received from or on behalf of the County or

created, compiled, or used by Subrecipient pursuant to this BAA, to agree to the same restrictions and conditions that apply to Subrecipient with respect to such PHI and EPHI.

8. *Reciprocal Disclosures.* The Parties agree that the Parties may reciprocally disclose and use PHI or EPHI for initial and continuing eligibility and compliance determinations related to the provision of benefits, for auditing and legal compliance purposes, and for compliance with laws, regulations, and rules related to the provision of medical or drug benefits to persons who may be eligible for such benefits under the Medicare Prescription Drug Benefit Program, Part D, or other federal or State of Texas programs. The County agrees:
 - a) to be bound by these provisions with regard to PHI or EPHI received from Subrecipient;
 - b) to restrict access to such PHI or EPHI to the County's Chief Financial Office, the County's Controller, the County's Compliance Officer, the Harris County Attorney's Office, and designated employees of the County's Benefits Department for legal and auditing services; and
 - c) to take disciplinary action against any employee whose willful act violates these provisions and results in an unlawful disclosure of PHI or EPHI.
9. *Mitigation.* Subrecipient will mitigate, to the extent practicable, any harmful effect that is known to Subrecipient of a use or disclosure of PHI or EPHI by Subrecipient, or by a subcontractors or agent of Subrecipient, resulting from a violation of this BAA, including violations of the Privacy and Security Requirements stated herein. Subrecipient also will inform the County in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.
10. *Notice – Access by Individual.* Subrecipient will notify the County in writing within three (3) business days of any request by an individual for access to the individual's PHI or EPHI and, upon receipt of such request, direct the individual to contact the County to obtain access to the individual's PHI. Upon request by the County, Subrecipient will make available PHI and EPHI to the County or, as directed by the County, to an individual in accordance with 45 C.F.R. § 164.524.
11. *Notice – Request for Amendment.* Subrecipient will notify the County in writing within three (3) business days of any request by an individual for an amendment to the individual's PHI or EPHI and, upon receipt of such request from the individual, direct the individual to the County to request an amendment of the individual's PHI or EPHI. Subrecipient will make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to or directed by the County in accordance with 45 C.F.R. § 164.526.
12. *Notice – Request for Accounting.* Upon receipt of any request from an individual for an accounting of disclosures made of the individual's PHI or EPHI, Subrecipient will

- notify the County in writing within three (3) business days of any such request, and upon receipt of such request from the individual, direct the individual to the County for an accounting of the disclosures of the individual's PHI or EPHI. Subrecipient will make available upon request the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pursuant to 45 C.F.R. § 164.528(a), an individual has a right to receive an accounting of certain disclosures of PHI or EPHI in the six (6) years prior to the date on which the accounting is requested.
13. *HHS Inspection.* Upon written request, Subrecipient will make available to HHS or its designee, Subrecipient's internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from, or created or received on behalf of, the County in a time or manner designated by HHS for purposes of HHS determining the County's compliance with the Privacy and Security Requirements.
 14. *County Inspection.* Upon written request, Subrecipient will make available to the County and its duly authorized representatives during normal business hours Subrecipient's internal practices, books, records and documents relating to the use and disclosure of confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the County in a time and manner designated by the County for the purposes of the County determining compliance with the Privacy and Security Requirements. Subrecipient will allow such access until the expiration of four (4) years after the services are furnished under the Contract or subcontract or until the completion of any audit or audit period, whichever is later. Subrecipient will allow similar access to books, records, and documents related to Contracts between Subrecipient and organizations related to or subcontracted by Subrecipient to whom Subrecipient provides confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the County.
 15. *PHI or EPHI Amendment.* Subrecipient will incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by the County pursuant to this BAA when notified by the County that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the Privacy and Security Requirements.
 16. *Documentation of Disclosures.* Subrecipient will document disclosure of PHI or EPHI and information related to such disclosures as is necessary for the County to respond to a request by an individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. § 164.528, as amended.
 17. *Termination Procedures.* Upon termination of this BAA for any reason, Subrecipient will deliver all PHI or EPHI received from the County or created, compiled, or used by Subrecipient pursuant to this BAA within thirty (30) days from the date of termination, or, if specially requested to do so by the County in writing, to destroy all PHI or EPHI within the time frame determined by the County, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when

Subrecipient maintains PHI or EPHI from the County in any form. If Subrecipient determines that transferring or destroying the PHI or EPHI is infeasible, Subrecipient agrees:

- a) to notify the County of the conditions that make transfer or destruction infeasible;
- b) to extend the protections of this BAA to such PHI or EPHI; and
- c) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return, or transfer to the County, or destruction infeasible.

18. *Notice-Termination.* Upon written notice to Subrecipient, the County may terminate any portion of the Agreement under which Subrecipient maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to Subrecipient, the County may terminate the entire Agreement if the County determines, at its sole discretion, that Subrecipient has repeatedly violated a Privacy or Security Requirement.

E. Survival of Privacy Provisions. Subrecipient's obligations with regard to PHI and EPHI will survive termination of this BAA and the Agreement.

F. Amendment Related to Privacy and Security Requirements. The Parties agree to take such action as is necessary to amend this BAA if the County, in its reasonable discretion, determines that amendment is necessary for the County to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this BAA will be resolved to permit the County to comply with the Privacy and Security Requirements.

G. Indemnification. Subrecipient will indemnify and hold harmless, to the extent allowed by law, the County and its Board of Managers, officers, employees, and agents (individually and collectively "Indemnitees") against any and all losses, liabilities, judgments, penalties, awards, and costs (including costs of investigations, legal fees, and expenses) arising out of or related to:

- 1. a breach of this BAA relating to the Privacy and Security Requirements by Subrecipient; or
- 2. any negligent or wrongful acts or omissions of Subrecipient or its employees, directors, officers, subcontractors, or agents, relating to the Privacy and Security Requirements, including failure to perform their obligations under the Privacy and Security Requirements.

H. Electronic Mail Addresses. Subrecipient affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.137 *et seq.*, as amended, and will survive termination of this

BAA. This consent will apply to e-mail addresses provided by Subrecipient and agents acting on behalf of Subrecipient and will apply to any e-mail address provided in any form for any reason whether related to this BAA or otherwise.

- I. Except as otherwise limited in this BAA, Subrecipient may use or disclose Protected Health Information it creates or receives from or on behalf of the County to provide the services to or on behalf of the County set out in the Agreement to which this BAA is attached.
- J. This BAA survives the termination of the Agreement and expires seven (7) years after its termination.

XXVI. ACCESS TO BOOKS AND RECORDS OF SUBRECIPIENT

The Subrecipient will keep a separate record of all funds received and disbursed in the performance of this Contract and will provide the County or its designee all requested information, records, papers, reports, and other documents regarding any aspect of the services furnished. Subrecipient will also make records, books, documents, and papers of the Subrecipient that relate in any way to the services provided available for inspection, audit, examination, and copying by the County or its representative. Further, the Subrecipient will allow the Comptroller General of the United States, the Department of Health and Human Services (“HHS”), the County Auditor, and their duly authorized representatives, access to Contracts, books, documents, and records necessary to verify the nature and extent of the costs of the Services provided by the Subrecipient. The Subrecipient will allow such access until the expiration of four (4) years after the Services are furnished in accordance with this Contract or subcontract or until the completion of any audit or audit period, whichever is later. Such access will comply with the regulations of the Centers for Medicare and Medicaid Service (“CMS”) and 42 CFR 420.302, as amended. The Subrecipient will allow similar access to books, records, and documents related to Contracts between the Subrecipient and organizations related to or subcontracted by the Subrecipient, as defined by the regulations of CMS. No records will be destroyed that are required to be kept by federal, state, or county statute, law, rule, ordinance, or order, or by application of conditions of Medicaid or Medicare provider agreements, or by other applicable agreements, including grant applications and requirements entered into between the County or state and third-party payer. The Subrecipient will keep all PHI, as defined herein, and records relating to disclosure of PHI for seven (7) years after the last date of service or, at the County’s option, will transfer such records to the County upon termination of this Agreement.

XXVII. E-MAIL ADDRESSES

The Subrecipient affirmatively consents to disclosure of its e-mail addresses provided to the County any County agency or department. This consent is intended to comply with the requirements of section 552.137 of the Texas Government Code, as amended, and will survive termination of this Agreement. This consent will apply to e-mail addresses provided by the Subrecipient and agents acting for the Subrecipient and will apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

XXVIII. GENERAL PROVISIONS

- A. **Governing Laws.** This Agreement will be interpreted under the laws of the State of Texas and applicable federal law. Exclusive venue for any cause of action arising out of or in relation to this Agreement will be in Harris County, Texas.
- B. **Captions.** The captions at the beginning of the numbered articles of this Contract are guides and labels to assist in locating and reading such articles, and, therefore, will be given no effect in construing this Contract and will not be restrictive of the subject matter of any article, section or part of this Contract.
- C. **Successors and Assigns.** This Contract will bind and benefit the respective parties and their legal successors, and will not be assignable, in whole or in part, by any party hereto without first obtaining the written consent of the other party.
- D. **Severability.** If any provision of this Contract is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions will be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein.
- E. **Anti-Boycott.** In accordance with Tex. Gov't Code Ann. § 2270.002, Subrecipient warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.
- F. **No Third-Party Beneficiaries.** The County is not obligated or liable to any party other than Contractor for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party. Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.
- G. **No Personal Liability; No Waiver of Immunity.** Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County. The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.
- H. **Energy Company.** Subrecipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Subrecipient meets an exemption under subsection (c), then, as

required by subsection (b), Subrecipient's signature on this Agreement constitutes Subrecipient's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

- I. Firearm and Ammunition Industries. Subrecipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Subrecipient meets an exemption under subsection (c) or section 2274.003, then, as required by subsection (b) of section 2274.002, Subrecipient's signature on this Agreement constitutes Subrecipient's written verification that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the contract.
- J. Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Subrecipient warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Subrecipient does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- K. Amendments and Modifications. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument will be of no force and effect excepting a subsequent modification in writing signed by all parties hereto.
- L. Entire Agreement. This Contract, including Attachments Nos. 01, 02 and 03 contain the entire agreement between the County and the Subrecipient, and supersedes all prior negotiations, representations and agreements whether written or oral.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFE

County Attorney

By: 

T. Scott Petty
Senior Assistant County Attorney
C.A. File No. 24GEN0624

HARRIS COUNTY

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

ATTEST:

By: _____

Secretary

Legacy Community Health Services, Inc.

By: 

Dr. Robert Hilliard, Chief Executive Officer

Date Signed: 3/29/2024

4ATTACHMENT NO. 01

SECTION I. SCOPE OF SERVICES

HRSA Service Category: 1. Outpatient/Ambulatory Medical Care
2. Medical Case Management

Local Service Category: Adult Comprehensive Primary Medical Care – CBO MAI
i. Community-based Targeted to African American
ii. Community-based Targeted to Hispanic

Amount Available: MAI Allocation Amount: \$189,475.00

Primary Medical Care: \$158,445.00

i. Targeted to African American: \$88,894.47
ii. Targeted to Hispanic: \$69,550.53

Medical Case Management: \$31,030.00

i. Targeted to African American: \$17,431.73
i. Targeted to Hispanic: \$13,598.27

Note: The Houston Ryan White Planning Council (RWPC) determines overall annual Part A and MAI service category allocations & reallocations. RWGA has sole authority over contract award amounts.

Target Population: Comprehensive Primary Medical Care – Community Based MAI
i. Targeted to African American: African American ages 13 or older
ii. Targeted to Hispanic: Hispanic ages 13 or older

Client Eligibility: PLWHA residing in the Houston EMA (prior approval required for non-EMA clients). Subrecipient must adhere to Targeting requirements and Budget limitations as applicable.
Age, Gender, Race, Ethnicity, Residence, etc.

Financial Eligibility: *See Approved Financial Eligibility for Houston EMA/HSDA*

Budget Type: Hybrid Fee for Service

Budget Requirement or Restrictions: **Primary Medical Care:**
100% of clients served with MAI funds must be members of the targeted population.

Service Unit Definition/s: **Outpatient/Ambulatory Medical Care:** One (1) unit of service = One (1) primary care office/clinic visit or telehealth which includes the following:

- Primary care physician/nurse practitioner, physician's assistant or clinical nurse specialist examination of the patient, and

- Medication/treatment education
- Medication access/linkage
- OB/GYN specialty procedures (as clinically indicated)
- Nutritional assessment (as clinically indicated)
- Laboratory (as clinically indicated, not including specialized tests)
- Radiology (as clinically indicated, not including CAT scan or MRI)
- Eligibility verification/screening (as necessary)
- Follow-up visits wherein the patient is not seen by the MD/NP/PA are considered to be a component of the original primary care visit.

Medical Case Management: 1 unit of service = 15 minutes of direct medical case management services to an eligible PLWHA performed by a qualified medical case manager.

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.

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.

Standards of Care: Subrecipients must adhere to the most current published Part A/B Standards of Care for the Houston EMA/HSDA. **Services must meet or exceed applicable United States Department of Health and Human Services (DHHS) guidelines for the Treatment of HIV/AIDS.**

Local Service Category Definition/Services to be Provided: **Outpatient/Ambulatory Primary Medical Care:** Services include on-site physician, physician extender, nursing, phlebotomy, radiographic, laboratory, pharmacy, intravenous therapy, home health care referral, licensed dietician, patient medication education, and patient care coordination. The Subrecipient must provide continuity of care with inpatient services and subspecialty services (either on-site or through specific referral to appropriate medical provider upon primary care Physician's order).

Services provided to women shall further include OB/GYN physician & physician extender services on-site or by referral, OB/GYN services, colposcopy, nursing, phlebotomy, radiographic, laboratory, pharmacy, intravenous therapy, home health care referral, licensed dietician, patient medication/women's health education, patient care coordination, and social services. The Subrecipient must provide continuity of care with inpatient services and subspecialty services (either on-site or through specific referral protocols to appropriate agencies upon primary care Physician's order).

Outpatient/Ambulatory Primary Medical Care must provide:

- Continuity of care for all stages of adult HIV infection;
- Laboratory and pharmacy services including intravenous medications (either on-site or through established referral systems);
- Outpatient psychiatric care, including lab work necessary for the prescribing of psychiatric medications when appropriate (either on-site or through established referral systems);
- Access to the Texas ADAP program (either on-site or through established referral systems);
- Access to compassionate use HIV medication programs (either directly or through established referral systems);
- Access to HIV related research protocols (either directly or through established referral systems);
- Must at a minimum, comply with Houston EMA/HSDA Part A/B Standards for HIV Primary Medical Care. The Subrecipient must demonstrate on an ongoing basis the ability to provide state-of-the-art HIV-related primary care medicine in accordance with the most recent DHHS HIV treatment guidelines. Rapid advances in HIV treatment protocols require that the Subrecipient provide services that to the greatest extent possible maximize a patient's opportunity for long-term survival and maintenance of the highest quality of life possible.
- On-site Outpatient Psychiatry services.
- On-site Medical Case Management services.

- On-site Medication Education.
- Physical therapy services (either on-site or via referral).
- Specialty Clinic Referrals (either on-site or via referral).
- On-site pelvic exams as needed for female patients with appropriate follow-up treatment and referral.
- On site Nutritional Counseling by a Licensed Dietitian.

Services for women must also provide:

- Well woman care, including but not limited to: PAP, pelvic exam, HPV screening, breast examination, mammography, hormone replacement and education, pregnancy testing, contraceptive services excluding birth control medications.
- Obstetric Care: ante-partum through post-partum services, child birth/delivery services. Perinatal preventative education and treatment.
- On-site or by referral Colposcopy exams as needed, performed by an OB/GYN physician, or physician extender with a colposcopy provider qualification.
- Social services, including but not limited to, providing women access to child care, transportation vouchers, food vouchers and support groups at the clinic site;

Screening for Eye Disorders: Subrecipient must ensure that patients receive appropriate screening and treatment for CMV, glaucoma, cataracts, and other related problems.

Medical Case Management Services: Services include screening all primary medical care patients to determine each patient's level of need for Medical Case Management services, performing a comprehensive assessment, including an assessment of the patient's health literacy, and developing a medical service plan for each client that demonstrates a documented need for such services, monitoring medical service plan to ensure its implementation, and educating client regarding wellness, medication and health care appointment adherence. The Medical Case Manager serves as an advocate for the client and as a liaison with medical providers on behalf of the client. The Medical Case Manager ensures linkage to mental health, substance abuse and other client services as indicated by the medical service plan.

Agency
Requirements:

Providers and system must be Medicaid/Medicare certified.

Eligibility and Benefits Coordination: Subrecipient must implement consumer-friendly, culturally and linguistically appropriate new and ongoing patient eligibility verification and benefit coordination processes that ensure accountability with Ryan White Payer of Last Resort requirements while achieving maximum utilization of eligible benefits. Eligibility processes should provide clients with a meaningful

understanding of their benefits, expected out-of-pocket expenses and other information needed to ensure full and continued participation in care.

Staff Requirements: Subrecipient is responsible for ensuring that services are provided by State licensed internal medicine and OB/GYN physicians, specialty care physicians, psychiatrists, registered nurses, nurse practitioners, vocational nurses, pharmacists, physician assistants, clinical nurse specialists, physician extenders with a colposcopy provider qualification, x-ray technologists, State licensed dietitians, licensed social worker and ancillary health care providers in accordance with appropriate State licensing and/or certification requirements and with knowledge and experience of HIV disease. In addition, Subrecipient must ensure the following staff requirements are met:

Medication and Adherence Education: The program must utilize an RN, LVN, PA, NP, pharmacist or MD licensed by the State of Texas, who has at least two (2) years paid experience in the preceding five (5) years in HIV/AIDS care, to provide the educational services. Licensed social workers who have at least two (2) years paid experience in the preceding five (5) years in HIV/AIDS care may also provide adherence education and counseling.

Special Requirements: **All primary medical care services must meet or exceed current United States DHHS Treatment Guidelines for the treatment and management of HIV disease.**

Primary Medical Care Services: Services funded under this grant cannot be used to supplant insurance or Medicare/Medicaid reimbursements for such services. Clients eligible for such reimbursement may not be billed to this contract. Medicare and private insurance co-payments may be eligible for reimbursement under Ryan White Health Insurance Assistance (HINS) program guidelines. Patients needing such assistance should be referred to the local Ryan White-funded HINS provider for assistance. Under no circumstances may the Subrecipient bill the County for the difference between the reimbursement from Medicaid, Medicare or Third-Party insurance and the fee schedule under the contract. Furthermore, potential clients who are Medicaid/Medicare eligible or have other Third Party payers may not be denied services or referred elsewhere by the Subrecipient based on their reimbursement status (i.e. Medicaid/Medicare eligible clients may not be referred elsewhere in order that non-Medicaid/Medicare eligible clients may be added to the contract). Failure to serve Medicaid/Medicare eligible clients based on their reimbursement status will be grounds for the immediate termination of contract.

For primary medical care services targeted to the Latino community at least 50% of the clinical care team must be fluent in Spanish.

Diagnostic Procedures: A single Diagnostic Procedure limited to procedures on the approved list of diagnostic procedures (see below) without prior County approval. Approved diagnostic procedures will be reimbursed at invoice cost. Part A and Part A/MAI-funded programs must refer to the RWGA website for the most current list of

approved diagnostic procedures and corresponding codes: www.hcphtx.org/rwga.
Diagnostic procedures not listed on the website must have prior approval by RWGA.

Maintaining Referral Relationships (Point of Entry Agreements): Subrecipient must maintain appropriate relationships with entities that constitute key points of access to the health care system for individuals with HIV disease, including but not limited to, Harris Health System and other Houston EMA-located emergency rooms, Harris County Jail, Texas Department of Criminal Justice incarceration facilities, Immigration detention centers, substance abuse treatment and detoxification programs, adult and juvenile detention facilities, Sexually Transmitted Disease clinics, federally qualified health centers (FQHC), HIV disease counseling and testing sites, mental health programs and homeless shelters. These referral relationships must be documented with written collaborative agreements, contracts or memoranda of understanding between Subrecipient and appropriate point of entry entities and are subject to audit by RWGA. Subrecipient and POE entity staff must regularly (e.g. weekly, bi-weekly depending on volume of referrals) meet 1:1 to discuss new referrals to primary medical care services. Such case conferences must be documented in the client record and properly entered into the CPCDMS.

Use of CPCDMS Data System: Subrecipient must comply with CPCDMS business rules and procedures. Subrecipient must enter into the CPCDMS all required clinical data, including but not limited to, HAART treatment including all changes in medication regimens, Opportunistic Infections, screening and treatment for STDs and Hepatitis A, B, C and other clinical screening and treatment data required by HRSA, TDSHS and the County. Subrecipient must perform Registration updates in accordance with RWGA CPCDMS business rules for all clients wherein Subrecipient is client's CPCDMS record-owning agency. Subrecipient must utilize an electronic verification system to verify insurance/3rd party payer status monthly or per visit (whichever is less frequent).

Bus Pass Distribution: The County will provide Subrecipient with METRO bus pass vouchers. Bus Pass vouchers must be distributed in accordance with RWGA policies and procedures, standards of care and financial eligibility guidelines. Subrecipient may only issue METRO bus pass vouchers to clients wherein the Subrecipient is the CPCDMS record owning Subrecipient. METRO bus pass vouchers shall be distributed as follows:

Expiration of Current Bus Pass: In those situation wherein the bus pass expiration date does not coincide with the CPCDMS registration update the Subrecipient must distribute METRO bus pass vouchers to eligible clients upon the expiration of the current bus pass or when a Value-based bus card has been expended on eligible transportation needs. Subrecipient may issue METRO bus passes to eligible clients living outside the METRO service area in those situations where the Subrecipient has

documented in the client record that the client will utilize the METRO system to access needed HIV-related health care services located in the METRO service area.

Gas Cards: Primary Medical Care Subrecipients must distribute gasoline vouchers to eligible clients residing in the rural service area in accordance with RWGA policies and procedures, standards of care and financial eligibility guidelines. Gas Cards are only available to Rural primary medical care Subrecipients without prior approval by RWGA.

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 2/28/25 to provide at least **1,683** unduplicated eligible People Living With HIV (PLWHA) adult clients¹ as listed below with comprehensive outpatient primary health care and medical case management services as documented by entries in the CPCDMS database. The population targets for this contract are:

- a. African American (non-Hispanic): **778** unduplicated PLWHA with outpatient primary care services and **148** unduplicated PLWHA with medical case management services.
- b. Hispanic: **636** unduplicated PLWHA with outpatient primary care services and **121** unduplicated PLWHA with medical case management services.

Objectives are subject to revision upon issuance of final (total) contract amount.

¹ For purposes of calculating unduplicated clients served, a client shall be counted if they had two or more physician or physician extender visits more than 90 days apart between 3/1/24 and 5/31/24, including visits charged to MAI.

SECTION II. SPECIAL PROVISIONS

Subrecipient agrees to submit billing under the following criteria:

1. All bills must be submitted no later than 16 days after the end of each month in which services were provided.
2. All required CPCDMS data entry for each billing month must be entered into the CPCDMS no later than 16 days, match any extension, after the end of each month in which services were provided.
3. All charges not eligible to be billed to this contract may be billed to patients according to subrecipient's billing procedures.

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:

23.36%	Women (ages 25 and older)
0.01%	Infants (ages 0 - < 1 year)
0.12%	Children (ages 1 – 12 years)
3.39%	Youth (ages 13 – 24)

ATTACHMENT NO. 02

BUDGET Medical Case Management

Total

FEE CHARGED PER UNIT OF SERVICE

\$35.00

1 unit of service = 15 minutes of direct client service providing medical care coordination by a Medical Case Manager for eligible HIV-infected clients, including other allowable activities*. Subrecipient must enter time in exact increments of 1 minute each. For example, 23 minutes of medical case management services to an eligible client must be entered into the CPCDMS as 23 minutes. Subrecipient 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 (2) units for a comprehensive assessment or service plan, and one (1) unit for a brief assessment.*

NUMBER OF UNITS OF SERVICE TO BE PROVIDED

886.57

TOTAL COST OF THESE SERVICES

(\$23.00 x 886.57)

\$31,030.00

Personnel	\$.00
Fringe	\$.00
Travel	\$.00
Equipment	\$.00
Supplies	\$.00
Contractual	\$35.00
Other	\$.00
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 & 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

ATTACHMENT NO. 02

BUDGET

Primary Health Care Visits by Physician or Physician Extender

	<u>Total</u>
FEE CHARGED PER UNIT OF SERVICE	\$300.00
One (1) unit of service = One (1) primary care office/clinic visit which includes the following:	
<ul style="list-style-type: none">• Primary care physician/nurse practitioner, physician's assistant or clinical nurse specialist examination of the patient, and• Medication/treatment education• Medication access/linkage• Nutritional assessment (as clinically indicated)• Laboratory (as clinically indicated, not including specialized tests)• Radiology (as clinically indicated, not including CAT scan or MRI)• Eligibility verification/screening (as necessary)• Follow-up visits wherein the patient is not seen by the MD/NP/PA are considered to be a component of the original primary care visit. In situations where a client is examined by both the Physician and Physician Extender on the same date, only the Physician Visit may be billed.	
NUMBER OF UNITS OF SERVICE TO BE PROVIDED	528.09
TOTAL COST OF THESE SERVICES	(\$300.00 x 528.09)
	\$158,425.66

Personnel	\$214.80
Fringe	\$ 45.70
Travel	\$.00
Equipment	\$.00
Supplies	\$ 1.88
Contractual	\$.00
Other	<u>\$ 37.62</u>
TOTAL	\$300.00

Total Amount of Funds for Disbursements of Diagnostic Procedures* \$19.34

A single Diagnostic Procedure limited to procedures listed on the *Approved List of Diagnostic Procedures* located at www.hcphtx.org/rwga Approved diagnostic procedures will be reimbursed at invoice cost. *Diagnostic procedure codes must be provided on invoice to process reimbursements.

TOTAL **\$189,475.00**

Total reimbursements to the Subrecipient under the Contract shall not exceed \$189,475.00. The Subrecipient further understands and agrees that the Subrecipient shall only be reimbursed for expenses incurred in connection with the Subrecipient's adult outpatient primary medical health care program targeted to African Americans and Hispanics.

The Subrecipient shall submit its final request for payment to the County no later than March 21, 2025.

Legacy Community Health Services, Inc.

Job No. 22/0352

C.A. File No. 24GEN0624

ATTACHMENT NO. 03

**Certification of Compliance
With The Drug-Free Workplace Act of 1988**

Legacy Community Health Services, Inc. certifies that it has been furnished a copy of the Drug-Free Workplace Act of 1988, Section 5151-5160 (41 U.S.C. 701), Public Law 100-690 and hereby certifies that it is in compliance with such Act.

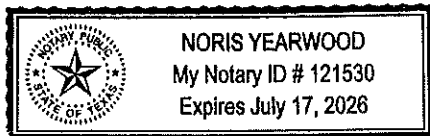

Signature


Robert Hilliard, Jr.
Printed Name

CEO
Title

3/29/2024
Date

SUBSCRIBED AND SWORN TO BEFORE ME on this 29 day of March, 2024, to certify which witness my hand and seal of office.




Notary Public, State of Texas
Noris Yearwood
Notary Public's Printed Name

My commission expires: 7-17-2026

ORDER OF COMMISSIONERS COURT
AUTHORIZING AGREEMENT WITH LEGACY COMMUNITY HEALTH SERVICES, INC.

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 AGREEMENT WITH LEGACY COMMUNITY HEALTH SERVICES,
INC. TO PROVIDE SERVICES TO CERTAIN HIV-INFECTED AND AFFECTED PERSONS IN
THE HOUSTON ELIGIBLE METROPOLITAN AREA

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 an agreement in an amount not to exceed \$189,475.00 with Legacy Community Health Services, Inc. to provide services to certain HIV-infected and affected individuals in the Houston Eligible Metropolitan Area. The Agreement 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.

CONTRACT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Contract (sometimes “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 **Legacy Community Health Services, Inc.**, (“the Subrecipient”).

I. PURPOSE

A. The County has been awarded federal grant funds from a federal grant program established by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (“Act”) that makes from the United States Public Health Service, Health Resources and Services Administration (“HRSA”) federal assistance funds available to the County. That federal assistance is directed through the office of the urban county’s chief elected official (“the County Judge of Harris County”) that administers the public health agency providing outpatient and ambulatory services to the greatest number of individuals with AIDS, as reported to and confirmed by the Centers for Disease Control. The amounts received for participating in the grant program are to be used to provide direct financial assistance to qualified entities for the purpose of delivering core medical services and support services.

B. The County Judge of Harris County has established the Houston Area Ryan White Planning Council (“Planning Council”) that is responsible for establishing priorities for the allocation of funds and the development of a comprehensive plan for the organization and delivery of health services described in section 300ff-14 of the Act, that are compatible with any existing State or local plan for the provision of health services to individuals with HIV disease and the assessment of the efficiency of the administrative mechanism in order to rapidly allocate funds to the areas of greatest need. The County desires to obtain the services of the Subrecipient to provide certain services to certain HIV-infected and affected individuals in the Houston Eligible Metropolitan Area.

II. SCOPE OF SERVICES

The Subrecipient will perform the work described in the Scope of Work set out in Attachment No. 01 and No. 03, called “Services” throughout this Contract. The Attachment is incorporated into this Contract as though copied verbatim in it. The Subrecipient understands and agrees that the funds provided by the County may only be used for the Services.

III. STANDARDS

A. The Subrecipient will perform all of the Services and other obligations of this Contract in accordance with generally accepted, applicable standards and will comply with all federal, state, or local laws, rules, regulations, ordinances and the grant award that in any manner affect its performance of this Contract and/or its receipt, disbursement, and accounting of funds received for its performance of this Contract. The goals, terms, and requirements of the federal grant from HRSA to the County are incorporated in this Contract by reference.

B. During all times in which Subrecipient has an active Ryan White Contract with the County, Subrecipient must annually register with the Federal Government's System for Award Management ("SAM"), providing it with current, accurate information Subrecipient must ensure that its SAM registration is active and MPIN is current. Information about registering with the SAM can be found at <https://usfcr.com/>.

C. The Subrecipient will ensure that personnel providing Services have all licenses required by law and/or are qualified to perform those Services. The Subrecipient will further ensure that all program and/or facility licenses necessary to provide the required Services are current and to immediately notify the County if any such licenses become invalid or are canceled during the term of this Contract.

D. The Subrecipient will immediately notify the Executive Director of the Harris County Public Health (PHS) Department ("Executive Director"), or other person designated by the Executive Director, of any problems, delays or adverse conditions that will affect the ability of the Subrecipient to perform its Contract obligations. All such notices will include a statement of actions taken or to be taken by the Subrecipient to resolve the problems, delays or adverse conditions. The Subrecipient will also promptly notify the Executive Director, or his or her duly authorized representative, if it anticipates providing the Services with a lower cost than the allocated amount or within a shorter period of time than the Contract term.

E. The Subrecipient will develop, implement and maintain financial management and control systems that meet or exceed the requirements established by HRSA. These requirements will include, but will not be limited to:

1. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of associated costs;
2. A financial management system to include:
 - (a) accurate and complete payroll, accounting, and financial reporting records;
 - (b) cost source documentation;
 - (c) effective internal budgetary controls;
 - (d) determination of reasonableness, allowability and allocability of costs; and
 - (e) timely and appropriate audits and resolution of any audit findings; and

If fees are charged to clients receiving Services, a fee schedule, including: a) a system for discounting or adjusting charges based on a client's Modified Adjusted Gross Income (MAGI) and family size, in accordance with the requirements of the Act, b) a mechanism for billing and collecting fees from third party payers and c) a mechanism for reasonable efforts to collect allowable fees from clients. Charges by Subrecipient for the provision of Services must be a sliding fee schedule that is

available to the public. Individual annual aggregate charges to patients receiving Services must conform to the following limits:

INDIVIDUAL/FAMILY ANNUAL GROSS INCOME	TOTAL ALLOWABLE ANNUAL CHARGES
Equal to or below official poverty line ("OPL")	No charges permitted
101% to 200% of OPL	5% or less of MAGI
201% to 300% of OPL	7% or less of MAGI
300+% of OPL	10% or less of MAGI

"Aggregate Charges" means annual charges imposed for all Services regardless of terminology (i.e. enrollment fees, premiums, deductibles, cost-sharing, co-payments, coinsurance, etc.) and applies to all service providers from whom individuals receive Services. A simple application showing annual gross salary of an individual or family will be used to establish the appropriate level of fees.

F. Anti-kickback Statue. The Subrecipient will comply with 42 USC 1320a-7b(b) by: 1) implementing an employee Code of Ethics or Standards of Conduct policy, 2) personnel policies, 3) for Medicaid and Medicare providers, implementing a Corporate Compliance Plan, 4) implementing Bylaws and policies that include ethics standards or business conduct practices, 5) maintaining documentation of any employee or Board Member violation of the Code of Ethics or Standards of Conduct policy, and 6) maintaining documentation of any complaint of violation of the Code of Ethics or Standards of Conduct and resolution of the complaint.

G. The Subrecipient must comply with all applicable Provider/Subgrantee Requirements and Responsibilities detailed in the HRSA HIV/AIDS Bureau (HAB) National Monitoring Standards for Ryan White HIV/AIDS Part A and Part B Grantees and implemented by Harris County Public Health/Ryan White Grant Administration. The most current Ryan White Programmatic and Fiscal Monitoring Standards may be found: <https://careacttarget.org/library/part-and-b-monitoring-standards>

H. The Subrecipient will participate in all evaluations, studies, and reviews conducted by either the County or the Planning Council regarding services funded with Ryan White grant funds.

I. The Subrecipient will participate in the Outcome Evaluations, Standards of Care, Quality Assurance and Quality Management activities conducted by the County regarding services funded with Ryan White grant funds.

J. The Subrecipient may not subcontract any of its duties or obligations of this Contract without the express written consent of the County. Any request for the right to use a subcontractor will include the name and address of the subcontractor and a copy of the proposed subcontract. As a condition of granting permission to use a subcontractor, the County may require changes or additions to the subcontract.

K. It is understood and agreed between the parties that the Subrecipient's performance of the obligations of this Contract will be reviewed by the County. The Subrecipient's failure to perform any of its Contract obligations in accordance with all terms and conditions of this Contract will be considered in any future allocation of Ryan White grant funds by the County.

L. **41 U.S.C. § 4712.** Subrecipient must comply with 41 U.S.C. § 4712 regarding enhancement of contractor protection from reprisal for disclosure of certain information. This program requires all grantees, their subgrantees, and subcontractors to:

1. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the program;
2. Inform their employees in writing of employee whistleblower protections of this law in the predominant native language of the workforce; and,
3. Include such requirements in any agreement made with a subcontractors or subgrantee.

M. Fraud, Waste or Abuse Hotline. Subrecipient shall immediately report to the County through the County's Fraud, Waste, or Abuse Hotline and also notify the County in accordance with all the Notice provisions contained in this Agreement all suspected or known instances and facts concerning fraud, waste, abuse, or criminal activity under this Agreement. The County's Fraud, Waste, or Abuse Hotline can be accessed by phone at 866-556-8181 or online at <https://secure.ethicspoint.com/domain/media/en/gui/68174/index.html>

IV. TIME OF PERFORMANCE

The term of this Contract will begin on March 01, 2024 and end on February 28, 2025, unless sooner terminated as provided by any provision hereof. The County may offer one-year renewal options based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by Harris County Commissioners Court. Once renewal options are exhausted, the Contract must be rebid. The County reserves the right to rebid at any time that it deems to be in its best interest but is not bound to automatically renew.

V. COMPENSATION AND PAYMENT FOR SERVICES

A. Attachment No. 02 and No. 04, incorporated by reference as though copied verbatim, is the Budget for this Contract. Subject to the limitation upon and the availability of funds provided by HRSA to the County for the performance of Services, the County will pay the Subrecipient the costs and expenses that are described in that Attachment. The amounts stated in that Attachment are the total maximum sums specifically allocated to fully discharge any and all liabilities that may be incurred by the County for Subrecipient's performance of this Contract.

B. It is expressly understood and agreed that the total maximum funds for the performance of this Contract are stated in the Auditor's Certificate, below. Additional funds will not be available unless first certified to be available by the County Auditor. The Subrecipient further understands and agrees that this Contract is contingent upon the County's receipt of funds from HRSA. The County has no other funds for the payment of Contract obligations. The County is not obligated to pay Subrecipient for the performance of any portion of this Contract unless the County has received funds for that (those) purpose(s) from HRSA and certified available by the County Auditor. Subrecipient must assure itself that sufficient funds have been allocated for the provision of Services. The County is not obligated to pay Subrecipient any amount spent by Subrecipient that HRSA determines not to be reimbursable from federal grant funds. The Subrecipient will refund to the County any and all amounts paid to it by the County for items that HRSA determines are not subject to payment from federal grant funds. The

Subrecipient will have no right of action against the County because of the County is unable to perform its obligations of this Contract as a result of the suspension, termination, withdrawal, failure, or lack of sufficient funding from HRSA to the County.

C. On or about the last day of each calendar month during which it provides Services, the Subrecipient will submit an itemized Statement, called "Statement" throughout this Contract, sworn to by the Subrecipient to be true and correct, to the Executive Director, in a form acceptable to the County Auditor, describing in detail those Services, the cost, compensation and expense reimbursement claimed. No amount in excess of an average of one-twelfth (1/12) of the total amount of the Contract will be included in the Statement without prior written approval by the County. Statements will show the name and classification of each person performing Services and the date(s) and time(s) the Services were performed. The Subrecipient will enter all Services into the Centralized Patient Care Data Management System ("CPCDMS") prior to submitting a Statement for payment. Documentation supporting a Statement will also include details of the work, units/duration, the unique identifier (11-character code) of the client(s) receiving Services and the expenses claimed that may be requested by the County Auditor for verification purposes. The Subrecipient will also provide copies of any documents, records, or information requested by the Ryan White Grant Administration or the County Auditor. The Executive Director will review each Statement and approve it with modifications, if any, it deems appropriate and will pay it within twenty (20) calendar days after approval by the County Auditor.

D. Any payments by the County to the Subrecipient may be withheld if the Subrecipient fails to comply with the County's reporting requirements, the program objectives, or other requirements relating to the Subrecipient's performance of work and Services required by this Contract.

E. The Subrecipient understands and agrees that the County will reimburse Subrecipient only for costs incurred in the performance of this Contract that conform to requirements of all applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement with HRSA grant funds. Administrative costs charged by the Subrecipient in the performance of this Contract may not exceed ten percent (10%) of the total charges billed to the County, unless previously approved by the County in writing.

F. The Consolidated Appropriations Act, 2023 (P.L.118-15), enacted November 11, 2023, 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 \$221,900.00, effective January 1, 2024. 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.

G. The Subrecipient must, prior to billing this Contract, have an on-going system to verify clients' eligibility for payment by Medicaid/Medicare and private health insurance, including health insurance purchased through the federal health insurance exchange or Marketplace implemented under the Patient Protection and Affordable Care Act ("ACA"). The County may withhold all or part of any

payments in order to reconcile Medicaid/Medicare or other health insurance reimbursable expenses inappropriately billed to this Contract.

H. Payer of Last Resort. Subrecipient must screen and document financial eligibility and proof of HIV status during each program year. All non-Ryan White fiscal resources, including the clients own resources, must be first used before using, committing, or obligating Ryan White grant funds. Under current HAB and VA policy, veterans receiving VA health benefits will be considered as uninsured, thus exempting veterans from the Payer of Last Resort requirements.

I. The Subrecipient understands and agrees that funds received for the performance of this Contract will not be used to supplant state, local or other federal funds received by the Subrecipient. The County may withhold all or part of any payments to the Subrecipient to offset any reimbursement made to the Subrecipient for any ineligible expenditure not yet refunded to the County by the Subrecipient. Payments to the Subrecipient may also be denied for Subrecipient's failure to furnish required financial reports to the County, failure to respond to financial compliance monitoring reports, or failure to meet program requirements specified in the Scope of Work set out in Attachment Nos. 01 and 03.

J. If the County determines the Subrecipient will not use all of the allocated funds, then the County will reduce the allocated amount so that those funds do not remain unspent, and may be promptly reallocated to other HIV service providers as allowed by the County's procurement procedures. The County will notify the Subrecipient in writing of it reduces the allocated amount. A decision by the County to reduce allocations will be final.

K. The decision of the County Auditor regarding a dispute between the parties over payment to the Subrecipient for Services will be final.

VI. TERMINATION

A. The County may upon thirty (30) calendar days written notice to the Subrecipient, terminate all or any part of this Contract for:

1. Failure of the Subrecipient to comply with the County's reporting requirements, the program objectives, the terms, conditions or standards of this Contract, applicable federal, state or local laws, rules, regulations and ordinances, or any other requirements set out in this Contract;
2. Failure of the Subrecipient to perform the work and Services required by this Contract within the time specified or any extension of time;
3. Failure of the Subrecipient to correct its noncompliance with any term(s) or provision(s) of this Contract within thirty (30) calendar days (or an extension authorized by the County, in writing) after receiving notice of noncompliance from the County; or

4. Reduction, depletion or unavailability of funds allocated to County by HRSA during the Contract term.

B. Notwithstanding subparagraph A, above, the Executive Director may immediately terminate or suspend this Contract to protect the health and safety of clients.

C. Notwithstanding subparagraph A of this Article VI, this Contract may be terminated upon shorter notice if both parties agree.

D. Termination of the Contract will be accomplished by delivering a written notice of termination to the Subrecipient specifying the extent the performance of work or Services has been terminated and the effective date of termination. After receipt of said termination notice, the Subrecipient will stop its work on termination date to the extent specified in the notice. Upon receipt of the notice, the Subrecipient will incur no new obligations and will cancel any outstanding obligations. To the extent federal funds are available and reimbursement is permitted, the County will reimburse the Subrecipient for noncancellable obligations that were incurred prior to the termination date.

E. Upon termination of this Contract, any and all unspent funds that were paid by the County to the Subrecipient for the performance of this Contract will be returned to the County.

F. The County may terminate a Contract at any time if the Subrecipient employs, in any capacity, any person who is then currently employed by Ryan White Grant Administration of Harris County Public Health, or who has been employed by the Ryan White Grant Administration within the six (6) months immediately preceding the commencement of employment by the Subrecipient. For the purposes of this paragraph, the term “employs in any capacity” will mean the receipt of services of any kind in exchange for consideration, regardless of whether the person performs the services as an employee, consultant, agent, independent Contractor, subcontractors or in some other capacity. The Executive Director of Harris County Public Health may waive this requirement upon written request from the Subrecipient. The granting of a waiver is at the discretion of the Executive Director and any such decision by the Executive Director is final.

VII. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). Subrecipient must abide by the following requirements:

TRAFFICKING IN PERSONS

A. Provisions applicable to a recipient that is a private entity:

1. Subrecipient, Subrecipient’s employees, subcontractors of this award, and subcontractors' employees may not:

- i. Engage in severe forms of trafficking in persons during the term of this Contract;

- ii. Procure a commercial sex act during the term of this Contract;
- iii. Use forced labor in the performance of the award or sub-awards mentioned in this Agreement.

2. The Federal awarding agency may unilaterally terminate this award, without penalty, if Subrecipient or a subcontractors that is a private entity:

- i. is determined to have violated a prohibition in paragraph A.1; or
- ii. has an employee who is determined by the agency official authorized to terminate this Contract to have violated a prohibition in paragraph A.1 through conduct that is either:

A. associated with performance of this Contract; or

B. imputed to Subrecipient or the subcontractors using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by Federal awarding agency at 2 CFR part 376.

B. Provisions applicable to a recipient other than a private entity:

The Federal awarding agency may unilaterally terminate this award, without penalty, if a subcontractor that is not a private entity:

- 1. is determined to have violated an applicable prohibition in paragraph A.1; or
- 2. has an employee who is determined by the Federal awarding agency official authorized to terminate this Contract to have violated an applicable prohibition in paragraph A.1 through conduct that is either:

i. associated with performance of this Contract; or

ii. imputed to the Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by Federal awarding agency at 2 CFR part 376.

C. Provisions applicable to any recipient:

- 1. Subrecipient must inform County immediately of any information it receives from any source alleging a violation of a prohibition in paragraph A.1.

2. County's right to terminate unilaterally that is described in paragraph A.2 or B of this section:

- i. implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
- ii. is in addition to all other remedies for noncompliance that are available to Federal awarding agency under this award.

3. Subrecipient must include the requirements of paragraph A.1 in any sub-award you make to a private entity.

D. Definitions. For purposes of this Contract:

1. "Employee" means either:

- i. an individual employed by Subrecipient or a subcontractor who is engaged in the performance of the project or program required by this Contract; or
- ii. another person engaged in the performance of the project or program required by this Contract and not compensated by Subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity" means:

- i. any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25; and
- ii. includes:

A. a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**VIII. CERTIFICATION REGARDING LOBBYING AND COMPLIANCE
WITH THE DRUG-FREE WORKPLACE ACT OF 1988**

A. The Subrecipient will comply with the requirements of section 1352 of Public Law 101-121 (31 U.S.C. § 1352) and 45 CFR Part 93 and will require the same compliance of all of its subcontractors providing Services. It is understood and agreed that no funds obtained by the Subrecipient for the performance of this Contract have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan or cooperative agreement.

B. The Subrecipient (and its subcontractors providing Services) must submit Standard Form-LLL ("Disclosure Form to Report Lobbying") in the form and manner required by its instructions if the Subrecipient (or the subcontractor) receives federal funds in excess of \$100,000.00 for the performance of this Contract, and any other funds that have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this Contract,

C. The Subrecipient further agrees that it will comply with the Drug-Free Workplace Act of 1988, Sections 5151-6160 (41 U.S.C. 8101) Public Law 100-690. Upon execution of this Contract, the Subrecipient will execute and submit to Harris County Public Health the Certification of Compliance with the Drug-Free Workplace Act of 1988 that is attached to this document, marked Attachment No. 05, and incorporated herein for all purposes. The Subrecipient will require execution of the Certification of Compliance with the Drug-Free Workplace Act of 1988 in all Contracts between itself and any subcontractors.

IX. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

The Subrecipient will comply with Public Law 103-227, also known as the Pro-Children Act of 1994, requiring that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity, and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, Contract, loan, or loan guarantee. This law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. This law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. By executing this Contract, the Subrecipient certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined in the Pro-Children Act of 1994. The Subrecipient further

will include this certification in all Contracts between itself and any subcontractors in connection with the services performed under this Contract.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Subrecipient certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Subrecipient further will include this certification in all Contracts between itself and any subcontractors performing Services.

XI. INDEPENDENT CONTRACTOR

The Subrecipient is an independent contractor and not an agent, representative or employee of the County. No employee, agent or representative of the Subrecipient will be considered an employee of the County nor be eligible for any benefits, rights, or privileges accorded to County employees.

XII. MANNER OF NOTICE

Notices and communications required by this Contract must be sent by registered or certified United States Mail, postage prepaid (return-receipt requested) or hand delivered to the following address:

BY SUBRECIPIENT TO COUNTY:

Harris County Public Health
1111 Fannin Street, 16th Floor
Houston, Texas 77002
Attn: Ryan White Grant Administration

BY COUNTY TO SUBRECIPIENT:

Legacy Community Health Services, Inc.,
2929 Allen Parkway, Suite 1300
Houston, Texas 77019
Attn: Robert Hilliard, Chief Executive Officer
Email: rhilliard@legacycommunityhealth.org

Notices sent by registered or certified United States mail, properly addressed, postage prepaid, return-receipt requested, are deemed given when deposited in the United States mail.

XIII. INSPECTIONS AND ACCESS TO RECORDS

A. Authorized representatives of the County, HRSA and the Comptroller General of the United States have the right, at all reasonable times, to inspect, conduct site visits or otherwise evaluate the work required by this Contract and the premises in which the Services are being provided in a manner so as not to unduly delay service delivery by the Subrecipient. The Subrecipient will cooperate with and provide reasonable access, facilities and assistance to those representatives.

B. The Subrecipient agrees that the County, HRSA, the Comptroller General of the United States, or any of their duly authorized representatives, will have access to any pertinent books, documents, papers, and records for the purpose of making audit, examination, excerpts and transcripts of transactions related to this Contract. The County will have the right to audit billings both before and after payment.

XIV. CLIENT RECORDS

A. All client records are the property of the Subrecipient. The County, however, may have access to or obtain copies of those records for audit, litigation, or other circumstances that may arise. If this Contract is terminated, the County may deliver written notice to the Subrecipient requesting that the clients receiving Services have their cases and copies of their records transferred to another service provider. Upon receiving such notice, the Subrecipient will take all necessary and reasonable steps to obtain the written consent of the clients for transfer of their cases and records. It is understood and agreed that a client's case and copies of their records will be transferred only to another service provider with the client's written consent. Any disclosure or transfer of records will conform with the confidentiality provisions contained in article XVII of this Contract.

B. The Subrecipient must ensure that documentation is provided in the client's record file of proof of HIV status and eligibility for services under this Contract.

C. **Before the start of this Agreement, or any subsequent term, in the event that the Subrecipient ceases to conduct business, or is unable for any reason, to provide the services described in this Agreement, the Subrecipient will make arrangements to retain client records, in a safe and secure manner for the period of time required by law or up to five (5) years after the client last received services, whichever is longer.**

XV. CLIENT GRIEVANCE PROCEDURES

The Subrecipient will establish and maintain written procedures to address grievances or complaints pertaining to its performance of this Contract. The procedures will be prominently displayed at the Subrecipient's premises and state that the Subrecipient receives Ryan White grant funds from Harris County. The Subrecipient will immediately provide the County with copies of all grievances or complaints it receives.

XVI. EQUIPMENT AND SUPPLIES

A. The acquisition and maintenance of any equipment and supplies required for the performance of this Contract must comply with applicable federal laws, regulations, and rules pertaining to the use of HRSA grant funds for that (those) purpose(s).

B. The term “equipment” as used in this Contract will include all tangible, nonexpendable property, including computer hardware and software that costs more than \$500.00 and has a useful life of more than one year. Title to all equipment purchased with funds provided through this Contract (“Contract funds”) will be in Subrecipient’s name throughout the Contract term.

C. Subrecipient will not acquire any equipment that is not initially listed in this Contract and approved by the County that costs more than \$500.00 (price plus tax) without prior written approval of the County. Request for County approval must be made in writing, detailing the justification for the acquisition, description of features, make and model, costs, and any other information requested by the County.

D. The Subrecipient will maintain an annual inventory of equipment purchased with Contract funds and submit a report to the County at the end of the Contract term. The Subrecipient will administer a program of maintenance, repair, and protection of assets required for the performance of this Contract to assure their full availability and usefulness, and will ensure that all equipment purchased with Contract funds is adequately insured to cover any loss, destruction or damage to it. In the event the Subrecipient receives funds from any source as compensation or reimbursement for any loss, destruction or damage to the asset(s), Subrecipient will use those funds to repair or replace said asset(s).

E. The Subrecipient will, upon termination of this Contract, execute all necessary documents to transfer title to any equipment that costs \$1,000 or more and is purchased with Contract funds to the County or its designee. If permitted by law, the County may, in its sole discretion, allow title to such property to remain in the Subrecipient’s name.

XVII. CONFIDENTIALITY

The Subrecipient will ensure that the confidentiality of all reports, information, client records, and data prepared, collected or assembled by it in the performance of this Contract is maintained in compliance with federal regulations governing Confidentiality of Alcohol and Drug Patient records, 42 CFR, Part 2 and Section 333 of Public Law 91-616 as amended by Public Law 93-282; Texas Health & Safety Code, Chapter 81, Section 81.050; and all *other* applicable federal and state laws, rules and regulations. Any disclosure of confidential client information by the Subrecipient must comply with all applicable federal and state laws, rules and regulations. The Subrecipient will ensure that employees are trained, understand and are familiar with confidentiality requirements regarding HIV/AIDS related medical information and alcohol and drug abuse patient records.

XVIII. FINANCIAL AND PROGRAM REPORTS

A. The Subrecipient will keep a separate record of all Contract funds received by it and will provide the County with all information, records, papers, reports and other documents pertaining to the services furnished that are requested by the County Auditor, the County Public Health Executive Director, HRSA or their duly authorized representatives.

B. **Administrative Cost Reports (“ACR”).** Within sixteen (16) calendar days after the end of each calendar month, the Subrecipient will provide the County with a written report that includes all administrative costs incurred during the previous month. Those administrative costs may not exceed ten percent (10%) of the total charges billed to the County unless the County has given written approval of the item. The Subrecipient will provide the County with a final ACR no later than 21 days after the end of the Contract.

Administrative costs include, but are not limited to, usual and recognized overhead activities, including rent, utilities, and facility costs, costs of management oversight of specific programs supported by Ryan White HIV/AIDS Program funds, including but not limited to, program coordination; clerical; financial and management staff not directly related to patient care; program evaluation and quality improvement; liability insurance; audits; and computer hardware/ software that is not directly related to patient care. If allowed per RFP requirements, any indirect charges pursuant to a federally approved indirect cost rate are considered Administrative Costs. Per HRSA HAB Policy Clarification Notice (PCN) 15-01, the portion of indirect and/or direct facilities expenses such as rent, maintenance, and utilities for areas primarily utilized to provide core medical and support services for eligible RWHAP clients (e.g., clinic, pharmacy, food bank, substance abuse treatment facilities) are not required to be included in the 10% administrative cost cap.”

C. **Contractor Expense Reports (“CER”).** Within sixteen (16) calendar days after the end of each calendar month, the Subrecipient will provide the County with an itemized Statement, in a form acceptable to the County Auditor, detailing the services provided and required by this Contract and the cost, compensation and expense reimbursement claimed. The Subrecipient will enter all client services into the Centralized Patient Care Data Management System (“CPCDMS”) before submitting the CER to the County. The supporting documentation will include details of the work, units/duration, and the unique client identifier (11-character code) of clients receiving services. The Subrecipient will provide the County with a final CER not later than 21 days after the end of the Contract.

D. **Final Financial Report.** Within forty-five (45) calendar days after the end of the Contract term, the Subrecipient will prepare and submit to the County, a written report describing in detail the services performed and the amount expended for each category of services provided during the term of the Contract.

E. **Audit.** The Subrecipient will comply with all audit requirements established by federal rules and regulations and will submit a copy of all audit reports to the County within thirty (30) calendar days of the Subrecipient's receipt the report. If the Subrecipient is a for-profit organization or entity, the Subrecipient will provide written assurance from an independent public accountant that no profit has been realized from the performance of this Contract and the receipt of Contract funds. Non-profit

and governmental agencies receiving federal funding assistance in the aggregate amount of \$750,000.00 or more during their fiscal year must have an audit conducted in compliance with Code of Federal Regulations 2 CFR 200.501. Proprietary agencies receiving awards of \$25,000.00 or more must submit an audit of their general financial statements within twelve (12) months of their fiscal year end. Non-profit and governmental agencies meeting the \$750,000.00 aggregate threshold may charge 2 CFR 200.501 single audit costs proportionally to their Ryan White grants. However, agencies that do not meet the \$750,000.00 aggregate threshold may not use Federal funds to pay for 2 CFR 200.501 single audit costs. The audit must be submitted to the Harris County Auditor's Office no later than nine (9) months after the end of the audited fiscal year and be performed by entity in good standing per industry standard peer review.

F. **Centralized Patient Care Data Management System.** The Subrecipient will use the Centralized Patient Care Data Management System ("CPCDMS") provided by the County to document the eligibility status of all clients. The Subrecipient will enter service utilization data for all clients, that includes but is not limited to, the demographic and medical profile of all clients and the number and frequency of the services received by the clients. The Subrecipient will transmit all CPCDMS data in compliance with Harris County, Ryan White Grant Administration CPCDMS policies and procedures. The Subrecipient will use only a Ryan White Grant Administration approved high-speed Internet connection to transfer CPCDMS data.

G. **Documentation of Attendance.** All agencies providing office- or clinic-based services, including case management, must maintain documentation of the client's attendance at the visit or session. This requirement is in addition to the required progress notes by which the clinician (e.g., physician/physician extender, nurse, dentist, nutritionist, social worker, therapist, case manager, or physical therapist) or staff member (e.g., food pantry worker) documents the service provided. The Subrecipient must implement a strategy that ensures clients who receive office or clinic-based care or services sign-in when they access such services. The Subrecipient may forego this requirement in specific instances if obtaining the signature may discourage clients with mental health status, behavior and/or other life issues from accessing needed care or services. This waiver is available on a strict case-by-case basis and, if granted, must be noted in the client's record.

H. **Ryan White Grant Administration Site Visit Guidelines and Standards of Care.** The Subrecipient must comply with all Ryan White Grant Administration Site Visit Guidelines and Standards of Care applicable to this Contract. The most current site visit Ryan White Grant Administration guidelines and standards of care may be found at <https://public.health.harriscountytexas.gov/Division-Offices/Divisions/Community-Health-Wellness-Division/Ryan-White-Grant-Administration> under the applicable tabs.

I. **Ryan White Programmatic and Fiscal Monitoring Standards.** Subrecipient must comply with the HRSA Ryan White National Part A Programmatic, Fiscal and Universal Monitoring Standards applicable to Subgrantees, Subrecipients and Subcontractors that have been implemented by Harris County and HCPH/Ryan White Grant Administration. The Ryan White National Monitoring Standards detail the minimum acceptable standards with which Subrecipients must comply. Local Standards of Care, Site Visit guidelines, Outcome Measures, Contract requirements and other requirements implemented by Ryan White Grant Administration often exceed those required by the HRSA Ryan White National Monitoring Standards. Subrecipient must comply with both the National and local

requirements. The most current Ryan White Programmatic and Fiscal Monitoring Standards may be found at <https://careacttarget.org/library/part-and-b-monitoring-standards>.

J. **Quality Management.** The Subrecipient is required to establish and maintain a Clinical Quality Management (CQM) Program as outlined in Ryan White Program Policy Clarification Notice (PCN) 15-02. The Subrecipient must participate in the Quality Management program implemented by the County, including access to client clinical records by the County, or its duly authorized representatives, for the purpose of assessing the extent to which key components, as defined by Ryan White Grant Administration, are in place and ongoing. The most current PCN 15-02 requirements may be found at <https://hab.hrsa.gov/sites/default/files/hab/Global/HAB-PCN-15-02-CQM.pdf>.

XIX. INDEMNITY AND BONDING

A. Each person employed by the Subrecipient who handles Contract funds, including persons authorizing payments, will, during the Contract term, be covered by a fidelity bond providing for indemnification of losses occasioned by: (1) any fraudulent or dishonest act or acts committed by any of the Subrecipient's employees either individually or in concert with others, and/or (2) failure of faithfully his/her duties, or to account properly for all monies and property acquired with Contract funds. This fidelity bond will be in an amount of not less than ten thousand dollars (\$10,000.00).

XX. PROGRAM INCOME

A. All revenues received from the delivery of services will be retained by the Subrecipient and used by it to perform the services set forth in Attachment No. 01 and No. 03. The use of such revenues will comply with the requirements of the Act, 45 CFR Parts 75 and 92, and any other applicable laws, rules or regulations affecting their use and/or expenditure. The Subrecipient further understands and agrees that any interest income earned on the deposit of cash advances of Contract funds may not be retained by the Subrecipient but must be reported on Subrecipient's monthly itemized Statement requesting payment mentioned in article V, subparagraph C, of this Contract. Any such interest income will be deducted from County's reimbursements to the Subrecipient.

B. Program income is gross income earned by Subrecipient directly generated by the Ryan White Part A and/or MAI-supported activity or earned as a result of the Contract award. Program income includes, but is not limited to, income from fees for services performed (e.g., direct payment, or reimbursements received from Medicaid, Medicare and third-party insurance) and income a recipient or sub-recipient earns as the result of a benefit made possible by receipt of a grant or grant funds. Direct payments include charges imposed for Part A and/or MAI services as required under Section 2605(e) of the Ryan White Program legislation, such as enrollment fees, premiums, deductibles, cost sharing, co-payments, coinsurance, or other charges. Program income must be added to funds committed to the project or program and used to further eligible project or program objectives. Subrecipient must have systems in place to account for program income and to ensure its use that is consistent with grant requirements.

XXI. MEDICAID

The Subrecipient understands that if the services performed in accordance with this Agreement are available under the State's Medicaid Plan, the Subrecipient must enter into a participation agreement required by the State Medicaid Plan and must be qualified to receive payment from that plan. Funds received under this Agreement may not be used to provide items or services for which payment has already been made or can be reasonably expected to be received by the Subrecipient from third party payers, including Medicaid, Medicare, Veterans Benefits and/or other state or local programs, prepaid health plans or private insurance. The Subrecipient expressly understands and agrees that this requirement is subject to audit by the County and must be carefully documented in the year-end program report. The Subrecipient must have an on-going system to verify clients' eligibility for payment by Medicaid, Medicare and other third-party payers prior to billing this Contract. The County may withhold all or part of any payments in order to reconcile third party reimbursable expenses inappropriately billed to this Contract. Annually or upon request Subrecipient must provide Ryan White Grant Administration with the individual, group and/or agency Medicaid and NPIN provider numbers, including proof of enrollment in all Medicaid Managed Care Organizations (MCOs) currently operating in the Houston EMA, for all staff and Subrecipients providing Medicaid, Medicare and other third party eligible services.

XXII. NON-DISCRIMINATION

A. The Subrecipient will, in the performance of this Contract, comply with all applicable federal and state laws, standards, orders and regulations regarding equal employment.

B. Further, the Subrecipient will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Subrecipient in the performance of this Contract.

XXIII. INABILITY TO PAY AND LIMITS ON CHARGES

The Subrecipient understands and agrees that any client who is eligible to receive services paid for with Contract funds may not be denied services because of inability to pay. Allowable charges for services paid for with Contract funds are subject to the limitations and guidelines set out in Public Law 101-381, Section 2605 (d) (42 U.S.C. § 300ff-15(e)).

XXIV. COPYRIGHT AND PUBLICATIONS

A. The copyright to all materials created or developed by the Subrecipient with Contract funds are reserved to the Subrecipient. However, the County and HRSA are granted the perpetual, royalty-free, license to copy, use, transfer, and/or disseminate the material in any manner it or they may choose, for any and all purposes, including information, data, software, and/or other materials that are created or developed in connection with, or are the result of the performance of this Contract.

B. The Subrecipient will comply with all applicable regulations, rules and guidelines established by HRSA when issuing statements, press releases, producing printed materials, audiovisuals and other documents describing projects or programs funded, in whole or in part, with the

Contract funds. The Subrecipient will also clearly state that funding for such materials was provided by the County through a grant from HRSA.

XXV. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION (“PHI”) AND ELECTRONIC PROTECTED HEALTH INFORMATION (“EPHI”)

The purpose of this Section, which in context may also be referred to as a “Business Associate Agreement” (“BAA”), is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended (“HIPAA”); privacy and security regulations promulgated by the United States Department of Health and Human Services (“DHHS”); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended (“HITECH Act”); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended (collectively referred to herein as the “Privacy and Security Requirements”).

A. Definitions.

1. “Confidential Information” is information that has been deemed or designated confidential by law (i.e., constitutional, statutory, regulatory, or by judicial decision).
2. “Protected Health Information” (“PHI”) is defined in 45 C.F.R. § 164.501 and is limited to information created or received by Subrecipient from or on behalf of the County.
3. “Electronic Protected Health Information” (“EPHI”) will mean individually identifiable health information that is transmitted by or maintained in electronic media.
4. “Security Incident” will mean the unauthorized access, use, disclosure, modification, or destruction of Confidential Information, including, but not limited to, PHI and EPHI, or interference with the systems operations in an information system, including, but not limited to, information systems containing EPHI. This definition includes, but is not limited to, lost or stolen transportable media devices (e.g., flash drives, CDs, PDAs, cell phones, and cameras), desktop and laptop computers, photographs, and paper files containing Confidential Information, including, but not limited to, PHI and EPHI.

B. General.

1. Subrecipient will hold all PHI and EPHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV’T CODE ANN. §§ 552.001 *et seq.*, as amended.
2. Subrecipient will be bound by and comply with all applicable Federal and State of Texas licensing authorities’ laws, rules, and regulations regarding records and governmental records, including the Privacy and Security Requirements. Compliance with this paragraph is at Subrecipient’s own expense.

3. Subrecipient will cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other process, including investigations, required as a result of Subrecipient's services to the County. Compliance with this paragraph is at Subrecipient's own expense.
 4. The terms used in this BAA will have the same meaning as those terms in the Privacy and Security Requirements.
- C. Representation. Subrecipient represents that it is familiar with and is in compliance with the Privacy and Security Requirements, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.
- D. Business Associate. Subrecipient is a "Business Associate" of the County as that term is defined under the Privacy and Security Requirements.
1. *Nondisclosure of PHI.* Subrecipient agrees not to use or disclose PHI received from or on behalf of the County or created, compiled, or used by Subrecipient pursuant to this Agreement other than as permitted or required by this BAA, or as otherwise required by law.
 2. *Limitation on Further Use or Disclosure.* Subrecipient agrees not to further use or disclose PHI or EPHI received from or on behalf of the County or created, compiled, or used by Subrecipient pursuant to this BAA in a manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by the County, or if either Subrecipient or the County is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.
 3. *Safeguarding PHI.* Subrecipient will use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA or as required by State or Federal law, regulation, or rule.
 4. *Safeguarding EPHI.* Subrecipient will implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the County. These safeguards will include the following:
 - a) Encryption of EPHI that Subrecipient stores and transmits;
 - b) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;
 - c) Use of updated antivirus software;
 - d) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and

- e) Conduct of periodic security training.
5. *Reporting Security Incidents.* Subrecipient will report to the County any Security Incident **immediately** upon becoming aware of such. Subrecipient further will provide the County with the following information regarding the Security Incident as soon as possible, but no more than five (5) business days after becoming aware of the Security Incident: (1) a brief description of what happened, including the dates the Security Incident occurred and was discovered; (2) a reproduction of the PHI or EPHI involved in the Security Incident; and (3) a description of whether and how the PHI or EPHI involved in the Security Incident was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal. If Subrecipient determines that it is infeasible to reproduce the PHI or EPHI involved in the Security Incident, the Subrecipient will notify the County in writing of the conditions that make reproduction infeasible and any information the Subrecipient has regarding the PHI or EPHI involved. Subrecipient will cooperate in a timely fashion with the County regarding all Security Incidents reported to the County.

The County will review all Security Incidents reported by Subrecipient.

Subrecipient will take the following steps in response, to the extent necessary or required by law, including, but not limited to: (1) notifying the individual(s) whose PHI or EPHI was involved in the Security Incident, either in writing, via telephone, through the media, or by posting a notice on the County's website, or through a combination of those methods, of the Security Incident, and (2) providing the individual(s) whose PHI or EPHI was involved in the Security Incident with credit monitoring services for a period of time to be determined by the County, at no cost to the individuals.

The County, to the extent necessary or required by law, will provide notice of the Security Incident, as required by law, to the Secretary of the United States Department of Health and Human Services ("HHS").

Subrecipient will reimburse the County for all expenses incurred as a result of Subrecipient's Security Incidents, including, but not limited to, expenses related to the activities described above. Subrecipient agrees that the County will select the Subrecipients and negotiate the Contracts related to said expenses.

6. *EPHI and Subcontractors.* Subrecipient will require any agent to whom it provides PHI or EPHI, including a subcontractors, to agree to implement reasonable and appropriate safeguards to protect such PHI or EPHI. Further, Subrecipient will give the County at least sixty (60) days advance notice of its intent to provide PHI or EPHI to an agent located outside of the United States.
7. *Subcontractors and Agents.* Subrecipient will require any subcontractors or agent to whom Subrecipient provides PHI or EPHI received from or on behalf of the County or

created, compiled, or used by Subrecipient pursuant to this BAA, to agree to the same restrictions and conditions that apply to Subrecipient with respect to such PHI and EPHI.

8. *Reciprocal Disclosures.* The Parties agree that the Parties may reciprocally disclose and use PHI or EPHI for initial and continuing eligibility and compliance determinations related to the provision of benefits, for auditing and legal compliance purposes, and for compliance with laws, regulations, and rules related to the provision of medical or drug benefits to persons who may be eligible for such benefits under the Medicare Prescription Drug Benefit Program, Part D, or other federal or State of Texas programs. The County agrees:
 - a) to be bound by these provisions with regard to PHI or EPHI received from Subrecipient;
 - b) to restrict access to such PHI or EPHI to the County's Chief Financial Office, the County's Controller, the County's Compliance Officer, the Harris County Attorney's Office, and designated employees of the County's Benefits Department for legal and auditing services; and
 - c) to take disciplinary action against any employee whose willful act violates these provisions and results in an unlawful disclosure of PHI or EPHI.
9. *Mitigation.* Subrecipient will mitigate, to the extent practicable, any harmful effect that is known to Subrecipient of a use or disclosure of PHI or EPHI by Subrecipient, or by a subcontractors or agent of Subrecipient, resulting from a violation of this BAA, including violations of the Privacy and Security Requirements stated herein. Subrecipient also will inform the County in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.
10. *Notice – Access by Individual.* Subrecipient will notify the County in writing within three (3) business days of any request by an individual for access to the individual's PHI or EPHI and, upon receipt of such request, direct the individual to contact the County to obtain access to the individual's PHI. Upon request by the County, Subrecipient will make available PHI and EPHI to the County or, as directed by the County, to an individual in accordance with 45 C.F.R. § 164.524.
11. *Notice – Request for Amendment.* Subrecipient will notify the County in writing within three (3) business days of any request by an individual for an amendment to the individual's PHI or EPHI and, upon receipt of such request from the individual, direct the individual to the County to request an amendment of the individual's PHI or EPHI. Subrecipient will make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to or directed by the County in accordance with 45 C.F.R. § 164.526.
12. *Notice – Request for Accounting.* Upon receipt of any request from an individual for an accounting of disclosures made of the individual's PHI or EPHI, Subrecipient will

- notify the County in writing within three (3) business days of any such request, and upon receipt of such request from the individual, direct the individual to the County for an accounting of the disclosures of the individual's PHI or EPHI. Subrecipient will make available upon request the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pursuant to 45 C.F.R. § 164.528(a), an individual has a right to receive an accounting of certain disclosures of PHI or EPHI in the six (6) years prior to the date on which the accounting is requested.
13. *HHS Inspection.* Upon written request, Subrecipient will make available to HHS or its designee, Subrecipient's internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from, or created or received on behalf of, the County in a time or manner designated by HHS for purposes of HHS determining the County's compliance with the Privacy and Security Requirements.
 14. *County Inspection.* Upon written request, Subrecipient will make available to the County and its duly authorized representatives during normal business hours Subrecipient's internal practices, books, records and documents relating to the use and disclosure of confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the County in a time and manner designated by the County for the purposes of the County determining compliance with the Privacy and Security Requirements. Subrecipient will allow such access until the expiration of four (4) years after the services are furnished under the Contract or subcontract or until the completion of any audit or audit period, whichever is later. Subrecipient will allow similar access to books, records, and documents related to Contracts between Subrecipient and organizations related to or subcontracted by Subrecipient to whom Subrecipient provides confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the County.
 15. *PHI or EPHI Amendment.* Subrecipient will incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by the County pursuant to this BAA when notified by the County that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the Privacy and Security Requirements.
 16. *Documentation of Disclosures.* Subrecipient will document disclosure of PHI or EPHI and information related to such disclosures as is necessary for the County to respond to a request by an individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. § 164.528, as amended.
 17. *Termination Procedures.* Upon termination of this BAA for any reason, Subrecipient will deliver all PHI or EPHI received from the County or created, compiled, or used by Subrecipient pursuant to this BAA within thirty (30) days from the date of termination, or, if specially requested to do so by the County in writing, to destroy all PHI or EPHI within the time frame determined by the County, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when

Subrecipient maintains PHI or EPHI from the County in any form. If Subrecipient determines that transferring or destroying the PHI or EPHI is infeasible, Subrecipient agrees:

- a) to notify the County of the conditions that make transfer or destruction infeasible;
- b) to extend the protections of this BAA to such PHI or EPHI; and
- c) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return, or transfer to the County, or destruction infeasible.

18. *Notice-Termination.* Upon written notice to Subrecipient, the County may terminate any portion of the Agreement under which Subrecipient maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to Subrecipient, the County may terminate the entire Agreement if the County determines, at its sole discretion, that Subrecipient has repeatedly violated a Privacy or Security Requirement.

E. Survival of Privacy Provisions. Subrecipient's obligations with regard to PHI and EPHI will survive termination of this BAA and the Agreement.

F. Amendment Related to Privacy and Security Requirements. The Parties agree to take such action as is necessary to amend this BAA if the County, in its reasonable discretion, determines that amendment is necessary for the County to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this BAA will be resolved to permit the County to comply with the Privacy and Security Requirements.

G. **Indemnification.** Subrecipient will indemnify and hold harmless, to the extent allowed by law, the County and its Board of Managers, officers, employees, and agents (individually and collectively "Indemnitees") against any and all losses, liabilities, judgments, penalties, awards, and costs (including costs of investigations, legal fees, and expenses) arising out of or related to:

- 1. a breach of this BAA relating to the Privacy and Security Requirements by Subrecipient; or
- 2. any negligent or wrongful acts or omissions of Subrecipient or its employees, directors, officers, subcontractors, or agents, relating to the Privacy and Security Requirements, including failure to perform their obligations under the Privacy and Security Requirements.

H. Electronic Mail Addresses. Subrecipient affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.137 *et seq.*, as amended, and will survive termination of this

BAA. This consent will apply to e-mail addresses provided by Subrecipient and agents acting on behalf of Subrecipient and will apply to any e-mail address provided in any form for any reason whether related to this BAA or otherwise.

- I. Except as otherwise limited in this BAA, Subrecipient may use or disclose Protected Health Information it creates or receives from or on behalf of the County to provide the services to or on behalf of the County set out in the Agreement to which this BAA is attached.
- J. This BAA survives the termination of the Agreement and expires seven (7) years after its termination.

XXVI. ACCESS TO BOOKS AND RECORDS OF SUBRECIPIENT

The Subrecipient will keep a separate record of all funds received and disbursed in the performance of this Contract and will provide the County or its designee all requested information, records, papers, reports, and other documents regarding any aspect of the services furnished. Subrecipient will also make records, books, documents, and papers of the Subrecipient that relate in any way to the services provided available for inspection, audit, examination, and copying by the County or its representative. Further, the Subrecipient will allow the Comptroller General of the United States, the Department of Health and Human Services (“HHS”), the County Auditor, and their duly authorized representatives, access to Contracts, books, documents, and records necessary to verify the nature and extent of the costs of the Services provided by the Subrecipient. The Subrecipient will allow such access until the expiration of four (4) years after the Services are furnished in accordance with this Contract or subcontract or until the completion of any audit or audit period, whichever is later. Such access will comply with the regulations of the Centers for Medicare and Medicaid Service (“CMS”) and 42 CFR 420.302, as amended. The Subrecipient will allow similar access to books, records, and documents related to Contracts between the Subrecipient and organizations related to or subcontracted by the Subrecipient, as defined by the regulations of CMS. No records will be destroyed that are required to be kept by federal, state, or county statute, law, rule, ordinance, or order, or by application of conditions of Medicaid or Medicare provider agreements, or by other applicable agreements, including grant applications and requirements entered into between the County or state and third-party payer. The Subrecipient will keep all PHI, as defined herein, and records relating to disclosure of PHI for seven (7) years after the last date of service or, at the County’s option, will transfer such records to the County upon termination of this Agreement.

XXVII. E-MAIL ADDRESSES

The Subrecipient affirmatively consents to disclosure of its e-mail addresses provided to the County any County agency or department. This consent is intended to comply with the requirements of section 552.137 of the Texas Government Code, as amended, and will survive termination of this Agreement. This consent will apply to e-mail addresses provided by the Subrecipient and agents acting for the Subrecipient and will apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

XXVIII. GENERAL PROVISIONS

- A. **Governing Laws.** This Agreement will be interpreted under the laws of the State of Texas and applicable federal law. Exclusive venue for any cause of action arising out of or in relation to this Agreement will be in Harris County, Texas.
- B. **Captions.** The captions at the beginning of the numbered articles of this Contract are guides and labels to assist in locating and reading such articles, and, therefore, will be given no effect in construing this Contract and will not be restrictive of the subject matter of any article, section or part of this Contract.
- C. **Successors and Assigns.** This Contract will bind and benefit the respective parties and their legal successors, and will not be assignable, in whole or in part, by any party hereto without first obtaining the written consent of the other party.
- D. **Severability.** If any provision of this Contract is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions will be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein.
- E. **Anti-Boycott.** In accordance with Tex. Gov't Code Ann. § 2270.002, Subrecipient warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.
- F. **No Third-Party Beneficiaries.** The County is not obligated or liable to any party other than Contractor for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party. Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.
- G. **No Personal Liability; No Waiver of Immunity.** Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County. The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.
- H. **Energy Company.** Subrecipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Subrecipient meets an exemption under subsection (c), then, as

required by subsection (b), Subrecipient's signature on this Agreement constitutes Subrecipient's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

- I. Firearm and Ammunition Industries. Subrecipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Subrecipient meets an exemption under subsection (c) or section 2274.003, then, as required by subsection (b) of section 2274.002, Subrecipient's signature on this Agreement constitutes Subrecipient's written verification that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the contract.
- J. Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Subrecipient warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Subrecipient does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- K. Amendments and Modifications. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument will be of no force and effect excepting a subsequent modification in writing signed by all parties hereto.
- L. Entire Agreement. This Contract, including Attachments Nos. 01, 02, 03, 04 and 05 contain the entire agreement between the County and the Subrecipient, and supersedes all prior negotiations, representations and agreements whether written or oral.

APPROVED AS TO FORM:

HARRIS COUNTY

CHRISTIAN D. MENEFEE

County Attorney

By: 

T. Scott Petty
Senior Assistant County Attorney
C.A. File No. 24GEN0617

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

ATTEST:

By: _____

Secretary

Legacy Community Health Services, Inc.

By: 

Dr. Robert Hilliard, Chief Executive Officer

Date Signed: 3/29/2024

ATTACHMENT NO. 01

SECTION I. SCOPE OF SERVICES

HRSA Service Category: 1. Outpatient/Ambulatory Medical Care
2. Medical Case Management
3. AIDS Pharmaceutical Assistance (local)
4. Case Management (non-Medical)
5. Emergency Financial Assistance – Pharmacy Assistance
6. Outreach

Local Service Category: Adult Comprehensive Primary Medical Care - CBO
i. Community-based Targeted to African American
ii. Community-based Targeted to Hispanic
iii. Community-based Targeted to White/MSM

Amount Available: Initial Award Funding: \$779,223.00

1. Primary Medical Care: \$326,334.00
2. LPAP: \$207,060.00
(At least 75% of funds must be for medications)
3. Medical Case Management: \$48,878.00 (3.0 FTE)
4. Service Linkage: \$68,824.00 (4.0 FTE)
5. Emergency Financial Assistance: \$87,875.00
(At least 75% of funds must be for medications)
6. Outreach: \$40,252.00

Note: The Houston Ryan White Planning Council (RWPC) determines overall annual Part A and MAI service category allocations & reallocations. RWGA has sole authority over contract award amounts.

Target Population: Comprehensive Primary Medical Care – Community Based
i. Targeted to African American: African American ages 13 or older
ii. Targeted to Hispanic: Hispanic ages 13 or older
iii. Targeted to White: White (non-Hispanic) ages 13 or older

Client Eligibility: PLWHA residing in the Houston EMA (prior approval required for non-EMA clients). Subrecipient must adhere to Targeting requirements and Budget limitations as applicable.
Age, Gender, Race, Ethnicity, Residence, etc.

Financial Eligibility:	<i>See Approved Financial Eligibility for Houston EMA/HSDA</i>
Budget Type:	Hybrid Fee for Service
Budget Requirement or Restrictions:	<p>Primary Medical Care:</p> <p>No less than 75% of clients served in a Targeted subcategory must be members of the targeted population with the following exceptions:</p> <p>10% of funds designated to primary medical care must be reserved for invoicing diagnostic procedures at actual cost.</p> <p>Subrecipients may not exceed the allocation for each individual service component (Primary Medical Care, Medical Case Management, Local Pharmacy Assistance Program and Service Linkage) without prior approval from RWGA.</p> <p>Local Pharmacy Assistance Program (LPAP):</p> <p>Houston Ryan White Planning Council (RWPC) guidelines for Local Pharmacy Assistance Program (LPAP) services: Subrecipient shall offer HIV medications from an approved formulary for a total not to exceed \$18,000 per contract year per client. Subrecipient shall offer HIV-related medications for a total not to exceed \$3,000 per contract year per client. These guidelines are determined by the RWPC. The RWPC determines the subcategories that shall include Ryan White LPAP funding.</p> <p>Medications must be provided in accordance with Houston EMA guidelines, HRSA/HAB rules and regulations and applicable Office of Pharmacy Affairs 340B guidelines.</p> <p>At least 75% of the total amount of the budget for LPAP services must be solely allocated to the actual cost of medications and may not include any storage, administrative, processing or other costs associated with managing the medication inventory or distribution.</p> <p>EFA-Pharmacy Assistance: Direct cash payments to clients are not permitted. It is expected that all other sources of funding in the community for emergency financial assistance will be effectively used and that any allocation of RWHAP funds for these purposes will be as the payer of last resort, and for limited amounts, uses, and periods of time. Continuous provision of an allowable service to a client should not be funded through emergency financial assistance.</p>

Service Unit **Outpatient/Ambulatory Medical Care:** One (1) unit of service = One (1)
Definition/s: primary care office/clinic visit or telehealth which includes the following:

- Primary care physician/nurse practitioner, physician's assistant or clinical nurse specialist examination of the patient, and
- Medication/treatment education
- Medication access/linkage
- OB/GYN specialty procedures (as clinically indicated)
- Nutritional assessment (as clinically indicated)
- Laboratory (as clinically indicated, not including specialized tests)
- Radiology (as clinically indicated, not including CAT scan or MRI)
- Eligibility verification/screening (as necessary)
- Follow-up visits wherein the patient is not seen by the MD/NP/PA are considered to be a component of the original primary care visit.

Outpatient Psychiatric Services: 1 unit of service = A single (1) office/clinic visit or telehealth wherein the patient is seen by a State licensed and board-eligible Psychiatrist or qualified Psychiatric Nurse Practitioner. This visit may or may not occur on the same date as a primary care office visit.

Nutritional Assessment and Plan: 1 unit of service = A single comprehensive nutritional assessment and treatment plan performed by a Licensed, Registered Dietician initiated upon a physician's order. Does not include the provision of Supplements or other products (clients may be referred to the Ryan White funded Medical Nutritional Therapy provider for provision of medically necessary supplements). The nutritional assessment visit may or may not occur on the same date as a medical office visit.

AIDS Pharmaceutical Assistance (local and EFA): A unit of service = a transaction involving the filling of a prescription or any other allowable medication need ordered by a qualified medical practitioner. The transaction will involve at least one item being provided for the client but can be any multiple. The cost of medications provided to the client must be invoiced at actual cost.

Medical Case Management: 1 unit of service = 15 minutes of direct medical case management services to an eligible PLWHA performed by a qualified medical case manager.

Service Linkage (non-Medical Case Management): 1 unit of service = 15 minutes of direct service linkage services to an eligible PLWHA performed by a qualified service linkage worker.

Outreach: 1 unit of service = 15 minutes of direct client service providing outreach services by a Outreach Worker for eligible HIV-infected clients,

including other allowable activities (includes staff trainings, meetings, and assessments at determined by Ryan White Grant Administration).

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.

AIDS Pharmaceutical Assistance (local) includes local pharmacy assistance programs implemented by Part A or Part B Grantees to provide HIV/AIDS medications to clients. This assistance can be funded with Part A grant funds and/or Part B base award funds. Local pharmacy assistance programs are not funded with ADAP earmark funding.

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.

Case Management (non-Medical) includes the provision of advice and assistance in obtaining medical, social, community, legal, financial, and other needed services. Non-medical case management does not involve coordination and follow-up of medical treatments, as medical case management does.

Emergency Financial Assistance provides limited one-time or short-term payments to assist the RWHAP client with an emergent need for paying for essential utilities, housing, food (including groceries, and food vouchers), transportation, and medication. Emergency financial assistance can occur as a direct payment to an agency or through a voucher program.

Outreach Services include the provision of the following three activities: Identification of people who do not know their HIV status and linkage into Outpatient/Ambulatory Health Services, Provision of additional information and education on health care coverage options, Reengagement of people who know their status into Outpatient/Ambulatory Health Services

Standards of Care: Subrecipients must adhere to the most current published Part A/B Standards of Care for the Houston EMA/HSDA. **Services must meet or exceed applicable United States Department of Health and Human Services (DHHS) guidelines for the Treatment of HIV/AIDS.**

Local Service Category Definition/ Services to be Provided: **Outpatient/Ambulatory Primary Medical Care:** Services include on-site physician, physician extender, nursing, phlebotomy, radiographic, laboratory, pharmacy, intravenous therapy, home health care referral, licensed dietitian, patient medication education, and patient care coordination. The Subrecipient must provide continuity of care with inpatient services and subspecialty services (either on-site or through specific referral to appropriate medical provider upon primary care Physician's order).

Services provided to women shall further include OB/GYN physician & physician extender services on-site or by referral, OB/GYN services, colposcopy, nursing, phlebotomy, radiographic, laboratory, pharmacy, intravenous therapy, home health care referral, licensed dietitian, patient medication/women's health education, patient care coordination, and social services. The Subrecipient must provide continuity of care with inpatient services and subspecialty services (either on-site or through specific referral protocols to appropriate agencies upon primary care Physician's order).

Outpatient/Ambulatory Primary Medical Care must provide:

- Continuity of care for all stages of adult HIV infection;
- Laboratory and pharmacy services including intravenous medications (either on-site or through established referral systems);

- Outpatient psychiatric care, including lab work necessary for the prescribing of psychiatric medications when appropriate (either on-site or through established referral systems);
- Access to the Texas ADAP program (either on-site or through established referral systems);
- Access to compassionate use HIV medication programs (either directly or through established referral systems);
- Access to HIV related research protocols (either directly or through established referral systems);
- Must at a minimum, comply with Houston EMA/HSDA Part A/B Standards for HIV Primary Medical Care. The Subrecipient must demonstrate on an ongoing basis the ability to provide state-of-the-art HIV-related primary care medicine in accordance with the most recent DHHS HIV treatment guidelines. Rapid advances in HIV treatment protocols require that the Subrecipient provide services that to the greatest extent possible maximize a patient's opportunity for long-term survival and maintenance of the highest quality of life possible.
- On-site Outpatient Psychiatry services.
- On-site Medical Case Management services.
- On-site Medication Education.
- Physical therapy services (either on-site or via referral).
- Specialty Clinic Referrals (either on-site or via referral).
- On-site pelvic exams as needed for female patients with appropriate follow-up treatment and referral.
- On site Nutritional Counseling by a Licensed Dietitian.

Services for women must also provide:

- Well woman care, including but not limited to: PAP, pelvic exam, HPV screening, breast examination, mammography, hormone replacement and education, pregnancy testing, contraceptive services.
- Obstetric Care: ante-partum through post-partum services, child birth/delivery services. Perinatal preventative education and treatment.
- On-site or by referral Colposcopy exams as needed, performed by an OB/GYN physician, or physician extender with a colposcopy provider qualification.
- Social services, including but not limited to, providing women access to child care, transportation vouchers, food vouchers and support groups at the clinic site;

Nutritional Assessment: Services include provision of information about therapeutic nutritional/supplemental foods that are beneficial to the wellness and increased health conditions of clients by a Licensed Dietitian. Services may be provided either through educational or counseling sessions. Clients who receive these services may utilize the Ryan White Part A-funded nutritional supplement provider to obtain recommended nutritional supplements in accordance with

program rules. Clients are limited to one (1) nutritional assessment per calendar year without prior approval of RWGA.

Patient Medication Education Services must adhere to the following requirements:

- Medication Educators must be State Licensed Medical Doctor (MD), Nurse Practitioner (NP), Physician Assistant (PA), Nurse (RN, LVN) or Pharmacist. Prior approval must be obtained prior to utilizing any other health care professional not listed above to provide medication education.
- Clients who will be prescribed ongoing medical regimens (i.e. ART) must be assessed for adherence to treatment at every clinical encounter using the EMA's approved adherence assessment tool. Clients with adherence issues related to lack of understanding must receive more education regarding their medical regimen. Clients with adherence issues that are behavioral or involve mental health issues must be provided counseling by the Medical Case Manager, Physician or Physician Extender and/or licensed nursing staff and, if clinically indicated, assessment and treatment by a qualified Psychiatrist or Psychiatric Nurse Practitioner.

Outpatient Psychiatric Services:

The program must provide:

- Diagnostic Assessments: comprehensive evaluation for identification of psychiatric disorders, mental status evaluation, differential diagnosis which may involve use of other clinical and laboratory tests, case formulation, and treatment plans or disposition.
- Emergency Psychiatric Services: rapid evaluation, differential diagnosis, acute treatment, crisis intervention, and referral. Must be available on a 24-hour basis including emergency room referral.
- Brief Psychotherapy: individual, supportive, group, couple, family, hypnosis, biofeedback, and other psychophysiological treatments and behavior modification.
- Psychopharmacotherapy: evaluation and medication treatment of psychiatric disorders, including, but not limited to, anxiety disorders, major depression, pain syndromes, habit control problems, psychosis and organic mental disorders.
- Rehabilitation Services: Physical, psychosocial, behavioral, and/or cognitive training.

Screening for Eye Disorders: Subrecipient must ensure that patients receive appropriate screening and treatment for CMV, glaucoma, cataracts, and other related problems.

Local Medication Assistance Program (LPAP): LPAP provides pharmaceuticals to patients otherwise ineligible for medications through private

insurance, Medicaid/Medicare, State ADAP, SPAP or other sources. Allowable medications are only those on the Houston EMA Ryan White Part A Formulary. Eligible clients may be provided Fuzeon™ on a case-by-case basis with prior approval of Ryan White Grant Administration (RWGA). The cost of Fuzeon™ does not count against a client's annual maximum. HIV-related medication services are the provision of physician or physician-extender prescribed HIV-related medications to prevent serious deterioration of health. Does not include drugs available to the patient from other programs or payers or free of charge (such as birth control and TB medications) or medications available over the counter (OTC) without prescription.

Subrecipient must offer all medications on the Texas ADAP formulary, for a total not to exceed \$18,000.00 per contract year per client. Subrecipient must provide allowable HIV-related medications (i.e. non-HIV medications) for a total not to exceed \$3,000 per contract year per client.

Emergency Financial Assistance – Pharmacy Assistance: provides limited one-time and/or short-term 14-day supply of pharmaceuticals to patients otherwise ineligible for medications through private insurance, Medicaid/Medicare, State ADAP, SPAP or other sources. One refill for up to 30-day supply available with RWGA prior approval. Allowable medications are only those HIV medications on the Houston EMA Ryan White Part A Formulary. Does not include drugs available to the patient from other programs or payers or free of charge or medications available over the counter (OTC) without prescription. Contractor must offer all medications on the Texas ADAP formulary.

Medical Case Management Services: Services include screening all primary medical care patients to determine each patient's level of need for Medical Case Management services, performing a comprehensive assessment, including an assessment of the patient's health literacy, and developing a medical service plan for each client that demonstrates a documented need for such services, monitoring medical service plan to ensure its implementation, and educating client regarding wellness, medication and health care appointment adherence. The Medical Case Manager serves as an advocate for the client and as a liaison with medical providers on behalf of the client. The Medical Case Manager ensures linkage to mental health, substance abuse and other client services as indicated by the medical service plan.

Service Linkage: The purpose of Service Linkage is to assist clients with the procurement of needed services so that the problems associated with living with HIV are mitigated. Service Linkage is a working agreement between a client and a Service Linkage Worker for an indeterminate period, based on client need, during which information, referrals and service linkage are provided on an as-

needed basis. Service Linkage assists clients who do not require the intensity of Medical Case Management per RWGA Quality Management guidelines. Service Linkage is both office-based and field based. Service Linkage Workers are expected to coordinate activities with referral sources where newly-diagnosed or not-in-care PLWHA may be identified, including 1:1 case conferences with testing site personnel to ensure the successful transition of referrals into Primary Care Services. Such incoming referral coordination includes meeting prospective clients at the referring Provider location in order to develop rapport with individuals prior to the individual's initial Primary Care appointment and ensuring such new intakes to Primary Care services have sufficient support to make the often difficult transition into ongoing primary medical care. Service Linkage also includes follow-up to re-engage lost-to-care patients. Lost-to-care patients are those patients who have not returned for scheduled appointments with Provider nor have provided Provider with updated information about their current Primary Medical Care provider (in the situation where patient may have obtained alternate service from another medical provider). Subrecipient must document efforts to re-engage lost-to-care patients prior to closing patients in the CPCDMS. Service Linkage extends the capability of existing programs by providing "hands-on" outreach and linkage to care services to those PLWHA who are not currently accessing primary medical care services. Service Linkage includes the issuance of bus pass vouchers and gas cards per published RWGA guidelines. Service Linkage complements and extends the service delivery capability of Medical Case Management services.

Outreach: Providing allowable Ryan White Program outreach and service linkage activities to newly-diagnosed and/or Lost-to-Care PLWHA who know their status but are not actively engaged in outpatient primary medical care with information, referrals and assistance with medical appointment setting, mental health, substance abuse and psychosocial services as needed; 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 HCPHES/RWGA policies. Outreach services must be conducted at times and in places where there is a high probability that individuals with HIV infection and/or exhibiting high-risk behavior, designed to provide quantified program reporting of activities and outcomes to accommodate local evaluation of effectiveness, planned and delivered in coordination with local and state HIV prevention outreach programs to avoid duplication of effort, targeted to populations known, through local epidemiologic data or review of service utilization data or strategic planning processes, to be at disproportionate risk for HIV infection.

Agency

Providers and system must be Medicaid/Medicare certified.

Requirements:

Eligibility and Benefits Coordination: Subrecipient must implement consumer-friendly, culturally and linguistically appropriate new and ongoing patient eligibility verification and benefit coordination processes that ensure accountability with Ryan White Payer of Last Resort requirements while achieving maximum utilization of eligible benefits. Eligibility processes should provide clients with a meaningful understanding of their benefits, expected out-of-pocket expenses and other information needed to ensure full and continued participation in care.

LPAP and EFA Services: Subrecipient must:

Provide pharmacy services on-site or through an established contractual relationship that meets all requirements. Alternate (off-site) approaches must be approved prior to implementation by RWGA.

Either directly, or via subcontract with an eligible 340B Pharmacy program entity, must:

Ensure a comprehensive financial intake application to determine client eligibility for this program to insure that these funds are used as a last resort for purchase of medications.

Ensure the documented capability of interfacing with the Texas HIV Medication Program operated by the Texas Department of State Health Services. This capability must be fully documented and is subject to independent verification by RWGA.

Ensure medication assistance provided to clients does not duplicate services already being provided in the Houston area. The process for accomplishing this must be fully documented and is subject to independent verification by RWGA.

Ensure, either directly or via a 340B Pharmacy Program Provider, at least 2 years of continuous documented experience in providing HIV/AIDS medication programs utilizing Ryan White Program or similar public sector funding. This experience must be documented and is subject to independent verification by RWGA.

Ensure all medications are purchased via a qualified participant in the federal 340B Drug Pricing Program and Prime Vendor Program, administered by the HRSA Office of Pharmacy Affairs. Note: failure to maintain 340B or Prime Vendor drug pricing may result in a negative audit finding, cost disallowance or termination of contract awarded. Subrecipient must maintain 340B Program participation throughout the contract term. All eligible medications must

be purchased in accordance with Program 340B guidelines and program requirements.

Ensure Houston area HIV/AIDS service providers are informed of this program and how the client referral and enrollment processes functions. Subrecipient must maintain documentation of such marketing efforts.

Implement a consistent process to enroll eligible patients in available pharmaceutical company Patient Assistance Programs prior to using Ryan White Part A funded LPAP resources.

Ensure information regarding the program is provided to PLWHA, including historically under-served and unserved populations (e.g., African American, Hispanic/Latino, Asian, Native American, Pacific Islander) and women not currently obtaining prescribed HIV and HIV-related medications.

Offer, at no charge to the client, delivery options for medication refills, including but not limited to courier, USPS or other package delivery service.

Case Management Operations and Supervision: The Service Linkage Workers (SLW) and Medical Case Managers (MCM) must function within the clinical infrastructure of Subrecipient and receive ongoing supervision that meets or exceeds published Standards of Care. A MCM may supervise SLWs.

Staff Requirements: Subrecipient is responsible for ensuring that services are provided by State licensed internal medicine and OB/GYN physicians, specialty care physicians, psychiatrists, registered nurses, nurse practitioners, vocational nurses, pharmacists, physician assistants, clinical nurse specialists, physician extenders with a colposcopy provider qualification, x-ray technologists, State licensed dietitians, licensed social worker and ancillary health care providers in accordance with appropriate State licensing and/or certification requirements and with knowledge and experience of HIV disease. In addition, Subrecipient must ensure the following staff requirements are met:

Outpatient Psychiatric Services: Director of the Program must be a Board-Certified Psychiatrist. Licensed and/or Certified allied health professionals (Licensed Psychologists, Physicians, Psychiatric Nurse Practitioners, Licensed Master Social Workers, Licensed Professional Counselors, Licensed Marriage and Family Therapists, Certified Alcohol and Drug Abuse Counselors, etc.) must be used in all treatment modalities. Documentation of the Director's credentials, licensures and certifications must be in personnel file. Documentation of the Allied Health professional licensures and certifications must be in personnel file.

Medication and Adherence Education: The program must utilize an RN, LVN, PA, NP, pharmacist or MD licensed by the State of Texas, who has at least two (2) years paid experience in the preceding five (5) years in HIV/AIDS care, to

provide the educational services. Licensed social workers who have at least two (2) years paid experience in the preceding five (5) years in HIV/AIDS care may also provide adherence education and counseling.

Nutritional Assessment (primary care): Services must be provided by a licensed registered dietician. Dietitians must have a minimum of two (2) years of experience providing nutritional assessment and counseling to PLWHA.

Medical Case Management: The program must utilize a state licensed Social Worker to provide Medical Case Management Services. The Subrecipient must maintain the assigned number of Medical Case Management FTEs throughout the contract term. **Subrecipient must provide to RWGA the names of each Medical Case Manager and the individual assigned to supervise those Medical Case Managers by 03/31/24, and thereafter within 15 days after hire.**

Service Linkage: The program must utilize Service Linkage Workers who have at a minimum a Bachelor's degree from an accredited college or university with a major in social or behavioral sciences. Documented paid work experience in providing client services to PLWHA may be substituted for the Bachelor's degree requirement on a 1:1 basis (1 year of documented paid experience may be substituted for 1 year of college). All Service Linkage Workers must have a minimum of one (1) year paid work experience with PLWHA. Subrecipient must maintain the assigned number of Service Linkage FTEs throughout the contract term. **Subrecipient must provide to RWGA the names of each Service Linkage Worker and the individual assigned to supervise those Service Linkage Workers by 03/31/24, and thereafter within 15 days after hire.**

Supervision of Case Managers: The Service Linkage Workers and Medical Case Managers must function within the clinical infrastructure of Subrecipient and receive ongoing supervision that meets or exceeds Houston EMA/HSDA Part A/B Standards of Care for Service Linkage and Medical Case Management as applicable. A MCM may supervise SLWs.

Special Requirements: **All primary medical care services must meet or exceed current United States DHHS Treatment Guidelines for the treatment and management of HIV disease.**

Subrecipient must provide all required program components - Primary Medical Care, Medical Case Management, Service Linkage (non-medical Case Management) and Local Pharmacy Assistance Program (LPAP) services.

Primary Medical Care Services: Services funded under this grant cannot be used to supplant insurance or Medicare/Medicaid reimbursements for such services. Clients eligible for such reimbursement may not be billed to this

contract. Medicare and private insurance co-payments may be eligible for reimbursement under Ryan White Health Insurance Assistance (HINS) program guidelines. Patients needing such assistance should be referred to the local Ryan White-funded HINS provider for assistance. Under no circumstances may the Subrecipient bill the County for the difference between the reimbursement from Medicaid, Medicare or Third-Party insurance and the fee schedule under the contract. Furthermore, potential clients who are Medicaid/Medicare eligible or have other Third Party payers may not be denied services or referred elsewhere by the Subrecipient based on their reimbursement status (i.e. Medicaid/Medicare eligible clients may not be referred elsewhere in order that non-Medicaid/Medicare eligible clients may be added to the contract). Failure to serve Medicaid/Medicare eligible clients based on their reimbursement status will be grounds for the immediate termination of contract.

For primary medical care services targeted to the Latino community at least 50% of the clinical care team must be fluent in Spanish.

Diagnostic Procedures: A single Diagnostic Procedure limited to procedures on the approved list of diagnostic procedures (see below) without prior County approval. Approved diagnostic procedures will be reimbursed at invoice cost. Part A and Part A/MAI-funded programs must refer to the RWGA website for the most current list of approved diagnostic procedures and corresponding codes: www.hcphtx.org/rwga. **Diagnostic procedures not listed on the website must have prior approval by RWGA.**

Outpatient Psychiatric Services: Client must not be eligible for services from other programs/providers 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. Program must be supervised by a Psychiatrist and include diagnostic assessments, emergency evaluations and psycho-pharmacotherapy.

Maintaining Referral Relationships (Point of Entry Agreements): Subrecipient must maintain appropriate relationships with entities that constitute key points of access to the health care system for individuals with HIV disease, including but not limited to, Harris Health System and other Houston EMA-located emergency rooms, Harris County Jail, Texas Department of Criminal Justice incarceration facilities, Immigration detention centers, substance abuse treatment and detoxification programs, adult and juvenile detention facilities, Sexually Transmitted Disease clinics, federally qualified health centers (FQHC), HIV disease counseling and testing sites, mental health programs and homeless shelters. These referral relationships must be documented with written

collaborative agreements, contracts or memoranda of understanding between Subrecipient and appropriate point of entry entities and are subject to audit by RWGA. Subrecipient and POE entity staff must regularly (e.g. weekly, bi-weekly depending on volume of referrals) meet 1:1 to discuss new referrals to primary medical care services. Such case conferences must be documented in the client record and properly entered into the CPCDMS.

Use of CPCDMS Data System: Subrecipient must comply with CPCDMS business rules and procedures. Subrecipient must enter into the CPCDMS all required clinical data, including but not limited to, HAART treatment including all changes in medication regimens, Opportunistic Infections, screening and treatment for STDs and Hepatitis A, B, C and other clinical screening and treatment data required by HRSA, TDSHS and the County. Subrecipient must perform Registration updates in accordance with RWGA CPCDMS business rules for all clients wherein Subrecipient is client's CPCDMS record-owning agency. Subrecipient must utilize an electronic verification system to verify insurance/3rd party payer status monthly or per visit (whichever is less frequent).

Bus Pass Distribution: The County will provide Subrecipient with METRO bus pass vouchers. Bus Pass vouchers must be distributed in accordance with RWGA policies and procedures, standards of care and financial eligibility guidelines. Subrecipient may only issue METRO bus pass vouchers to clients wherein the Subrecipient is the CPCDMS record owning Subrecipient. METRO bus pass vouchers shall be distributed as follows:

Expiration of Current Bus Pass: In those situations wherein the bus pass expiration date does not coincide with the CPCDMS registration update the Subrecipient must distribute METRO bus pass vouchers to eligible clients upon the expiration of the current bus pass or when a Value-based bus card has been expended on eligible transportation needs. Subrecipient may issue METRO bus passes to eligible clients living outside the METRO service area in those situations where the Subrecipient has documented in the client record that the client will utilize the METRO system to access needed HIV-related health care services located in the METRO service area.

Gas Cards: Primary Medical Care Subrecipients must distribute gasoline vouchers to eligible clients residing in the rural service area in accordance with RWGA policies and procedures, standards of care and financial eligibility guidelines. Gas Cards are only available to Rural primary medical care Subrecipients without prior approval by RWGA.

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 2/28/25 to provide at least **1,580 (including MAI-funded clients)** unduplicated eligible HIV-infected adult clients¹ as listed below with comprehensive outpatient primary health care services as documented by entries in the CPCDMS database. This includes a minimum of 325 new unduplicated clients.² The population targets for this contract are:

- a. African American (non-Hispanic): **690** unduplicated PLWHA
- b. Hispanic: **530** unduplicated PLWHA
- c. White (non-Hispanic): **360** unduplicated PLWHA

Objective 2: By 2/28/25 to provide at least **620** unduplicated eligible HIV-infected adult clients³ as listed below with medical case management services as documented by entries in the CPCDMS database. The population targets for this contract are:

- a. African American (non-Hispanic): **210** unduplicated PLWHA
- b. Hispanic: **220** unduplicated PLWHA
- c. White (non-Hispanic): **190** unduplicated PLWHA

Objective 3: By 2/28/25 to provide at least **1,190** unduplicated eligible HIV-infected adult clients with service linkage worker services as documented by entries in the CPCDMS database.

Objective 4: By 2/28/25 to provide at least **1,185** unduplicated eligible HIV-infected clients⁴ with local pharmacy assistance program services as documented by entries in the CPCDMS database.

Objectives are subject to revision upon issuance of final (total) contract amount.

SECTION II. SPECIAL PROVISIONS

Subrecipient agrees to submit billing under the following criteria:

1. All bills must be submitted no later than 16 days after the end of each month in which services were provided.
2. All required CPCDMS data entry for each billing month must be entered into the CPCDMS no later than 16 days, match any extension, after the end of each month in which services were provided.

¹ For purposes of calculating unduplicated clients served, a client shall be counted if they had two or more physician or physician extender visits more than 90 days apart between 3/1/24 and 5/31/24, including visits charged to MAI.

² For purposes of calculating **new** unduplicated clients served under primary medical care, a client shall be counted if they had two or more physician or physician extender visits more than 90 days apart during the contract year including visits charged to MAI and had no physician or physician extender visit charged to Ryan White between March 1, 2024 and February 28, 2025.

³ For medical case management, a client shall be counted if they had two or more primary care visits more than 90 days apart and medical case management services during the contract year.

⁴ For local pharmacy assistance services, a client shall be counted if they had two or more primary care visits more than 90 days apart and local pharmacy assistance during the contract year.

3. All charges not eligible to be billed to this contract may be billed to patients according to subrecipient's billing procedures.

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:

23.36%	Women (ages 25 and older)
0.01%	Infants (ages 0 - < 1 year)
0.12%	Children (ages 1 – 12 years)
3.39%	Youth (ages 13 – 24)

ATTACHMENT NO. 02

BUDGET

Primary Health Care Visits by Physician & Physician Extender

		<u>Total</u>
FEE CHARGED PER UNIT OF SERVICE		\$300.00
One (1) unit of service = One (1) primary care office/clinic visit which includes the following:		
<ul style="list-style-type: none">• Primary care physician/nurse practitioner, physician's assistant or clinical nurse specialist examination of the patient, and• Medication/treatment education• Medication access/linkage• Nutritional assessment (as clinically indicated)• Laboratory (as clinically indicated, not including specialized tests)• Radiology (as clinically indicated, not including CAT scan or MRI)• Eligibility verification/screening (as necessary)• Follow-up visits wherein the patient is not seen by the MD/NP/PA are considered to be a component of the original primary care visit. In situations where a client is examined by both the Physician and Physician Extender on the same date, only the Physician Visit may be billed.		
NUMBER OF UNITS OF SERVICE TO BE PROVIDED		935.40
TOTAL COST OF THESE SERVICES	(\$300.00 x 935.40)	\$280,618.87
Personnel	\$150.00	
Fringe	\$ 31.94	
Travel	\$.00	
Equipment	\$.00	
Supplies	\$ 1.75	
Contractual	\$.00	
Other	<u>\$116.31</u>	
TOTAL	\$300.00	
Total Amount of Funds for Disbursements of Diagnostic Procedures*		\$32,704.33
A single Diagnostic Procedure limited to procedures listed on the <i>Approved List of Diagnostic Procedures</i> located at www.hcphtx.org/rwga Approved diagnostic procedures will be reimbursed at invoice cost. *Diagnostic procedure codes <u>must</u> be provided on invoice to process reimbursements.		

ATTACHMENT NO. 02

BUDGET

Outpatient Psychiatric Visits

		<u>Total</u>
FEE CHARGED PER UNIT OF SERVICE		\$130.00
1 unit of service = A single (1) office/clinic visit wherein the patient is seen by a State licensed and board-eligible Psychiatrist or qualified Psychiatric Nurse Practitioner. This visit may or may not occur on the same date as a primary care office visit. Maximum reimbursement allowable for a psychiatry visit may not exceed \$130.00 per visit.		
NUMBER OF UNITS OF SERVICE TO BE PROVIDED		75.20
TOTAL COST OF THESE SERVICES	(\$130.00 x 75.20)	\$9,775.83
Personnel	\$ 65.00	
Fringe	\$ 13.83	
Travel	\$.00	
Equipment	\$.00	
Supplies	\$.76	
Contractual	\$.00	
Other	\$ 50.41	
TOTAL	\$130.00	

ATTACHMENT NO. 02

BUDGET Nutritional Assessment

Total

FEE CHARGED PER UNIT OF SERVICE

\$150.00

1 unit of service = A single (1) comprehensive nutritional assessment and treatment plan performed by a Licensed, Registered Dietician initiated upon a physician's order. Does not include the provision of Supplements or other products (clients may be referred to the Ryan White funded Medical Nutritional Therapy provider for provision of medically necessary supplements). The nutritional assessment visit may or may not occur on the same date as a medical office visit. Limit one assessment per client per contract year.

NUMBER OF UNITS OF SERVICE TO BE PROVIDED

21.57

TOTAL COST OF THESE SERVICES

(\$150.00 x 21.57)

\$3,234.97

Personnel	\$ 75.00
Fringe	\$ 15.96
Travel	\$.00
Equipment	\$.00
Supplies	\$.87
Contractual	\$.00
Other	<u>\$ 58.17</u>
TOTAL	\$150.00

ATTACHMENT NO. 02

BUDGET Medical Case Management

Total

FEE CHARGED PER UNIT OF SERVICE

\$35.00

1 unit of service = 15 minutes of direct client service providing medical care coordination by a Medical Case Manager for eligible HIV-infected clients, including other allowable activities*. Subrecipient must enter time in exact increments of 1 minute each. For example, 23 minutes of medical case management services to an eligible client must be entered into the CPCDMS as 23 minutes. Subrecipient 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 (2) units for a comprehensive assessment or service plan, and one (1) unit for a brief assessment*

NUMBER OF UNITS OF SERVICE TO BE PROVIDED

1,396.51

TOTAL COST OF THESE SERVICES

(\$35.00 x 1,396.51)

\$48,878.00

Personnel	\$.00
Fringe	\$.00
Travel	\$.00
Equipment	\$.00
Supplies	\$.00
Contractual	\$35.00
Other	\$.00
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

ATTACHMENT NO. 02

BUDGET

Service Linkage Worker (Non-Medical Case Management)

Total

FEE CHARGED PER UNIT OF SERVICE

\$30.00

1 unit of service = 15 minutes of direct client service providing non-medical case management services by a Service Linkage Worker for eligible HIV-infected clients, including other allowable activities*. Subrecipient must enter time in exact increments of 1 minute each. For example, 23 minutes of medical case management services to an eligible client must be entered into the CPCDMS as 23 minutes. Subrecipient 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 (2) units for a comprehensive assessment or service plan, and one (1) unit for a brief assessment.*

NUMBER OF UNITS OF SERVICE TO BE PROVIDED

2,294.13

TOTAL COST OF THESE SERVICES

(\$30.00 x 2,294.13)

\$68,824.00

Personnel	\$.00
Fringe	\$.00
Travel	\$.00
Equipment	\$.00
Supplies	\$.00
Contractual	\$30.00
Other	<u>\$.00</u>
TOTAL	\$30.00

ATTACHMENT NO. 02

BUDGET

Adult Community Based Comprehensive Primary Medical (Outreach)

		<u>Total</u>
FEE CHARGED PER UNIT OF SERVICE		\$55.00
1 unit of service = 15 minutes of direct client service providing non-medical case management services for eligible HIV-infected clients, including other allowable activities*.Subrecipient must enter time in exact increments of 1 minute each. For example, 23 minutes of medical case management services to an eligible client must be entered into the CPCDMS as 23 minutes. Subrecipient may not round time up or down. <i>The RWGA designated units for completing Assessments & Service Plans <u>may only be billed twice per contract year</u> (i.e., every 6 months) which consist of two (2) units for a comprehensive assessment or service plan, and one (1) unit for a brief assessment.</i>		
NUMBER OF UNITS OF SERVICE TO BE PROVIDED		731.85
TOTAL COST OF THESE SERVICES	(\$55.00 x 731.85)	\$40,252.00
Personnel	\$.00	
Fringe	\$.00	
Travel	\$.00	
Equipment	\$.00	
Supplies	\$.00	
Contractual	\$55.00	
Other	<u>\$.00</u>	
TOTAL	\$55.00	

ATTACHMENT NO. 02

BUDGET Emergency Financial Assistance (EFA)

Total

FEE CHARGED PER UNIT OF SERVICE

\$30.00

1 unit of service per service transaction = \$30.00. EFA provides short-term (up to 30 days of medication) access to HIV pharmaceutical services to clients who have not yet completed eligibility determination for medications through Pharmaceutical Assistance Programs, State ADAP, State SPAP or other services. HRSA requirements for EFA include a client enrollment process, uniform benefits for all enrolled clients and a record system for dispensed medications and a drug distribution system.

NUMBER OF UNITS OF SERVICE TO BE PROVIDED

732.29

TOTAL COST OF THESE SERVICES

(\$30.00 x 732.29)

\$21,968.75

Personnel	\$15.00
Fringe	\$ 3.19
Travel	\$.00
Equipment	\$.00
Supplies	\$.17
Contractual	\$.00
Other	<u>\$11.64</u>
TOTAL	\$30.00

Total Amount of Funds To Be Invoiced for EFA Disbursements

\$65,906.25

EFA provides up to 30 days of medication payments to assist clients with an emergent need for HIV Medication. HRSA requirements for EFA include a client enrollment process, uniform benefits for all enrolled clients, a record system for dispensed medications and drug distribution system. 1 unit of service = a transaction involving the filling of a prescription or any other allowable medication \$30.00.

ATTACHMENT NO. 02

BUDGET

Local Pharmacy Assistance Program (LPAP)

Total

FEE CHARGED PER UNIT OF SERVICE

\$30.00

1 unit of service = a transaction involving the filling of a prescription or any other allowable medication need ordered by a qualified medical practitioner. The transaction will involve at least one item being provided for the client, but can be any multiple. The cost of medications provided to the client must be invoiced at actual cost. **The transaction date must be the date the client picks up their medication.**

NUMBER OF UNITS OF SERVICE TO BE PROVIDED

1,725.50

TOTAL COST OF THESE SERVICES

(\$30.00 x 1,725.50)

\$51,765.00

Personnel	\$15.00
Fringe	\$ 3.19
Travel	\$.00
Equipment	\$.00
Supplies	\$.17
Contractual	\$.00
Other	<u>\$11.64</u>
TOTAL	\$30.00

Total Amount of Funds To Be Invoiced for LPAP Disbursements

\$155,295.00

A disbursement is the actual cost of medication(s) provided to a Ryan White eligible client.

TOTAL

\$779,223.00

Total reimbursements to the Subrecipient under the Contract shall not exceed \$779,223.00. The Subrecipient further understands and agrees that the Subrecipient shall only be reimbursed for expenses incurred in connection with the Subrecipient's adult outpatient primary medical health care, medical case management, non-medical case management, and local pharmacy assistance program.

The Subrecipient shall submit its final request for payment to the County no later than March 21, 2025.

ATTACHMENT NO. 03

SECTION I. SCOPE OF WORK

Houston EMA Ryan White Ending the HIV Epidemic Service Definition Test and Treat Outpatient Primary Medical Care and Emergency Financial Assistance – Pharmacy Assistance Services (Revision Date: February 2024)	
HRSA Service Category	1. Outpatient/Ambulatory Health Services 2. Emergency Financial Assistance
Local Service Category Title:	Test and Treat Primary Medical Care i. Outpatient/Ambulatory Health Services ii. Emergency Financial Assistance – Pharmacy Assistance
Amount Available:	1. Ending the HIV Epidemic: <u>\$234,854.11</u> i. EHE Primary Medical Care: <u>\$ 3,440.58</u> ii. EHE EFA-Pharmacy: <u>\$ 15,976.34</u> iii. EHE Marketing Campaign: <u>\$215,437.19</u>
Target Population:	People living with HIV. i. Newly Diagnosed with HIV ii. Return to Care
Client Eligibility: Age, Gender, Race, Ethnicity, Residence, etc.	PLWH living within the Houston HIV Health Service Delivery Area (HSDA) and Galveston HSDA. Sub-recipient must adhere to Targeting requirements and Budget limitations as applicable. Sub-recipient must adhere to Targeting requirements and Budget limitations as applicable.
Financial Eligibility:	Not Applicable
Budget Type:	Hybrid Fee for Service
Budget Requirement or Restrictions:	100% of clients served in a Targeted subcategory must be members of the targeted population. Sub-recipient may not exceed the allocation for each individual service component (Primary Medical Care and Emergency Financial Assistance – Pharmacy Assistance, Service Linkage Worker) without prior approval from RWGA. Emergency Financial Assistance – Pharmacy Assistance: Continuous provision of an allowable service (medications) to a client must not be funded through Emergency Financial Assistance.

	<p>Sub-recipient shall offer only HIV treatment medications from an approved formulary.</p> <p>Medications must be provided in accordance with Houston EMA guidelines, HRSA/HAB rules and regulations and applicable Office of Pharmacy Affairs 340B guidelines.</p> <p>At least 75% of the total amount of the budget for EFA services must be solely allocated to the actual cost of medications and may not include any storage, administrative, processing or other costs associated with managing the medication inventory or distribution.</p>
Service Unit Definition/s:	<p>Test and Treat Outpatient/Ambulatory Medical Care: One (1) unit of service = One (1) primary care office/clinic visit or telehealth which includes the following:</p> <ul style="list-style-type: none"> • Primary care physician/nurse practitioner, physician's assistant or clinical nurse specialist examination of the patient, and • Medication/treatment education • Medication access/linkage • Laboratory (as clinically indicated, not including specialized tests) • Eligibility verification/screening (as necessary) <p>Test and Treat Emergency Financial Assistance – Pharmacy Assistance: One (1) unit of service = a transaction involving the filling of a prescription or any other allowable medication need ordered by a qualified medical practitioner. The transaction will involve at least one item being provided for the client but can be any multiple. The cost of medications provided to the client must be invoiced at actual cost.</p>
HRSA Service Category Definition:	<ul style="list-style-type: none"> • Outpatient/Ambulatory Health Services provide diagnostic and therapeutic-related activities directly to a client by a licensed healthcare provider in an outpatient medical setting. Outpatient medical settings may include clinics, medical offices, mobile vans, using telehealth technology, and urgent care facilities for HIV-related visits. Allowable activities include: · Medical history taking · Physical examination · Diagnostic testing (including HIV confirmatory and viral load testing), as well as laboratory testing · Treatment and management of physical and behavioral health conditions · Behavioral risk assessment, subsequent counseling, and referral ·

	<p>Preventive care and screening · Pediatric developmental assessment · Prescription and management of medication therapy · Treatment adherence · Education and counseling on health and prevention issues · Referral to and provision of specialty care related to HIV diagnosis, including audiology and ophthalmology</p> <ul style="list-style-type: none"> • Emergency Financial Assistance provides limited one-time or short-term payments to assist an HRSA RWHAP client with an urgent need for essential items or services necessary to improve health outcomes, including: utilities, housing, food (including groceries and food vouchers), transportation, medication not covered by an AIDS Drug Assistance Program or AIDS Pharmaceutical Assistance, or another HRSA RWHAP-allowable cost needed to improve health outcomes. Emergency Financial Assistance must occur as a direct payment to an agency or through a voucher program.
Standards of Care:	<p>Sub-recipient must adhere to the most current published Part A Standards of Care for the Houston EMA.</p> <p>Test and Treat Services must meet or exceed applicable United States Department of Health and Human Services (HHS) Guidelines for the Use of Antiretroviral Agents in Adults and Adolescents with HIV.</p>
Local Service Category Definition/Services to be Provided:	<p>Test and Treat Outpatient/Ambulatory Primary Medical Care: Services include physician, physician extender, nursing, phlebotomy, radiographic, laboratory, pharmacy, intravenous therapy, home health care referral, patient medication education, and patient care coordination. The Sub-recipient must provide continuity of care with inpatient services and subspecialty services (either on-site or through specific referral to appropriate medical provider upon primary care Physician's order).</p> <p>Test and Treat Outpatient/Ambulatory Primary Medical Care must provide:</p> <ul style="list-style-type: none"> • Be performed within 72 hours of HIV diagnosis, or presenting to clinic for return to care patients • Continuity of care for all stages of adult HIV infection; • Laboratory and pharmacy services including intravenous medications (either on-site or through established referral systems); • On-site Outpatient psychiatric care, including lab work necessary for the prescribing of psychiatric medications when

	<p>appropriate (either on-site or through established referral systems);</p> <ul style="list-style-type: none"> • Access to the Texas ADAP program (either on-site or through established referral systems); • Access to compassionate use HIV medication programs (either directly or through established referral systems); • Access to HIV related research protocols (either directly or through established referral systems); • Must at a minimum, comply with Houston EMA/HSDA Part A/B Standards for HIV Primary Medical Care. The Sub-recipient must demonstrate on an ongoing basis the ability to provide state-of-the-art HIV-related primary care medicine in accordance with the most recent HHS HIV treatment guidelines. Rapid advances in HIV treatment protocols require that the Sub-recipient provide services that to the greatest extent possible maximize a patient's opportunity for long-term survival and maintenance of the highest quality of life possible. • On-site Medical Case Management services. • On-site Medication Education. <p>Test and Treat Emergency Financial Assistance – Pharmacy Assistance: Pharmacy Assistance provides limited one-time and/or short-term supply of up to 30 days of HIV treatment pharmaceuticals to patients. Medication is dispensed within 72 hours of HIV diagnosis or presenting to clinic for return to care patients. One refill for up to 30-day supply available with RWGA prior approval. Allowable medications are only those HIV treatment medications on the Houston EMA Ryan White Part A Formulary. Does not include drugs available to the patient from other programs or payers or free of charge or medications available over the counter (OTC) without prescription. Sub-recipient must offer all medications on the Texas ADAP formulary.</p>
Agency Requirements:	<p>Providers and system must be Medicaid/Medicare certified.</p> <p>Eligibility and Benefits Coordination: Sub-recipient must implement consumer-friendly, culturally and linguistically appropriate new and returning patient eligibility verification and benefit coordination processes that ensure successful patient transition to Ryan White, or other public or private medical care. Eligibility processes should provide clients with a meaningful understanding of their benefits, expected out-of-pocket expenses and other information needed to ensure full and continued participation in care.</p>

	<p>Test and Treat Emergency Financial Assistance – Pharmacy Assistance: Sub-recipient must provide pharmacy services on-site or through an established contractual relationship that meets all requirements. Alternate (off-site) approaches must be approved prior to implementation by RWGA.</p> <p>Either directly, or via subcontract with an eligible 340B Pharmacy program entity, must:</p> <p>Ensure the documented capability of interfacing with the Texas HIV Medication Program operated by the Texas Department of State Health Services. This capability must be fully documented and is subject to independent verification by RWGA.</p> <p>Ensure medication assistance provided to clients does not duplicate services already being provided in the Houston area. The process for accomplishing this must be fully documented and is subject to independent verification by RWGA.</p> <p>Ensure all medications are purchased via a qualified participant in the federal 340B Drug Pricing Program and Prime Vendor Program, administered by the HRSA Office of Pharmacy Affairs. Note: failure to maintain 340B or Prime Vendor drug pricing may result in a negative audit finding, cost disallowance or termination of contract awarded. Sub-recipient must maintain 340B Program participation throughout the contract term. All eligible medications must be purchased in accordance with Program 340B guidelines and program requirements.</p> <p>Ensure Houston area HIV/AIDS service providers are informed of this program and how the client referral and enrollment processes functions. Sub-recipient must maintain documentation of such marketing efforts.</p> <p>Ensure information regarding the program is provided to PLWH, including historically under-served and unserved populations (e.g., African American, Hispanic/Latino, Asian, Native American, Pacific Islander) and women not currently obtaining prescribed HIV medications.</p> <p>Offer, at no charge to the client, delivery options for medication refills, including but not limited to courier, USPS or other package delivery service.</p>
Staff Requirements:	<p>Sub-recipient is responsible for ensuring that services are provided by State licensed internal medicine and OB/GYN physicians, specialty care physicians, psychiatrists, registered nurses, nurse practitioners, vocational nurses, pharmacists, physician assistants, clinical nurse specialists, physician extenders, licensed social worker and ancillary</p>

	health care providers in accordance with appropriate State licensing and/or certification requirements and with knowledge and experience of HIV disease.
Special Requirements:	<p>All primary medical care services must meet or exceed current HHS Treatment Guidelines for the treatment and management of HIV disease.</p> <p>Sub-recipient must adhere to their approved Ending the HIV Epidemic Test and Treat Clinic protocol. Protocol was reviewed and approved by RWGA and South Central AETC local performance site, at Baylor College of Medicine. Protocol fully documents clinic operations necessary to complete initial HIV medication treatment within 72 hours for all newly diagnosed and return to care PLWH.</p> <p>The Subrecipient is required to participate in the local AETC technical assistance program and any associated Ending the HIV Epidemic initiatives that the County implements. This includes granting the County or its duly authorized representatives access to client clinical records in order to evaluate the extent to which the HIV health services the Subrecipient provides are consistent with the most recent U.S. Department of Health and Human Services (“HHS”) recommendations for the rapid initiation of antiretroviral therapy.</p> <p>Sub-recipient must provide all required program components - Primary Medical Care and Emergency Financial Assistance – Pharmacy Assistance services.</p> <p>Primary Medical Care Services: Services funded under this grant cannot be used to supplant insurance or Medicare/Medicaid reimbursements for such services. Clients eligible for such reimbursement may not be billed to this contract. Medicare and private insurance co-payments may be eligible for reimbursement under Ryan White Health Insurance Assistance (HINS) program guidelines. Patients needing such assistance should be referred to the local Ryan White-funded HINS provider for assistance. Under no circumstances may the Sub-recipient bill the County for the difference between the reimbursement from Medicaid, Medicare or Third-Party insurance and the fee schedule under the contract. Furthermore, potential clients who are Medicaid/Medicare eligible or have other Third Party payers may not be denied services or referred elsewhere by the Sub-recipient based on their reimbursement status (i.e. Medicaid/Medicare eligible clients may not be referred elsewhere in order that non-Medicaid/Medicare eligible clients may be added to the contract). Failure to serve Medicaid/Medicare eligible clients based on their reimbursement status will be grounds for the immediate termination of contract.</p>

	<p>Maintaining Referral Relationships (Point of Entry Agreements): Sub-recipient must maintain appropriate relationships with entities that constitute key points of access to the health care system for individuals with HIV disease, including but not limited to, Harris Health System and other Houston EMA-located emergency rooms, Harris County Jail, Texas Department of Criminal Justice incarceration facilities, Immigration detention centers, substance abuse treatment and detoxification programs, adult and juvenile detention facilities, Sexually Transmitted Disease clinics, federally qualified health centers (FQHC), HIV disease counseling and testing sites, mental health programs and homeless shelters. These referral relationships must be documented with written collaborative agreements, contracts or memoranda of understanding between Sub-recipient and appropriate point of entry entities and are subject to audit by RWGA. Sub-recipient and POE entity staff must regularly (e.g. weekly, bi-weekly depending on volume of referrals) meet 1:1 to discuss new referrals to primary medical care services. Such case conferences must be documented in the client record and properly entered into the CPCDMS.</p> <p>Use of CPCDMS Data System: Sub-recipient must comply with CPCDMS business rules and procedures. Sub-recipient must enter into the CPCDMS all required clinical data, including but not limited to, ART treatment including all changes in medication regimens, Opportunistic Infections, screening and treatment for STDs and other clinical screening and treatment data required by HRSA, TDSHS and the County. Sub-recipient must ensure accuracy of related HIV testing in HHD Maven system. <u>Sub-recipient must perform Registration updates in accordance with RWGA CPCDMS business rules for all clients wherein Sub-recipient is client's CPCDMS record-owning agency.</u></p> <p>Patient Transportation: The County will provide Sub-recipient with access to Test and Treat Patient Ride Sharing Services. Test and Treat Patient Ride Sharing Services must be used in accordance with RWGA policies and procedures, standards of care and patient eligibility guidelines.</p>
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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 Harris County will be eligible for services.

Objective 1: By 2/28/25 to provide at least **1,182** unduplicated eligible HIV-infected adult clients with Legacy Community Health Services, Inc. Job No. 22/0352
C.A. File No. 24GEN0617

comprehensive Outpatient/Ambulatory Health Services and/or Emergency Financial Assistance as documented by entries in the CPCDMS database.

SECTION II. SPECIAL PROVISIONS

Subrecipient agrees to submit billing under the following criteria:

1. All bills must be submitted no later than 30 days after the end of each month in which services were provided.
2. All required CPCDMS data entry for each billing month must be entered into the CPCDMS no later than 30 days, match any extension, after the end of each month in which services were provided.
3. All charges, such as pharmacy and take-home supplies, not eligible to be billed to this contract may be billed to patients according to subrecipient's billing procedures.

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 Ending The HIV Epidemic: A Plan for America 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.

ATTACHMENT NO. 04

BUDGET

Ending the HIV Epidemic:

Primary Health Care Visits by Physician or Physician Extender

Total

FEE CHARGED PER UNIT OF SERVICE

One (1) unit of service = One (1) primary care office/clinic visit or telehealth which includes the following:

\$300.00

- Primary care physician/nurse practitioner, physician's assistant or clinical nurse specialist examination of the patient, and
- Medication/treatment education
- Medication access/linkage
- Laboratory (as clinically indicated, not including specialized tests)
- Eligibility verification/screening (as necessary)

NUMBER OF UNITS OF SERVICE TO BE PROVIDED

11.47

TOTAL COST OF THESE SERVICES

(\$300.00 x 11.47)

\$3,440.22

Personnel	\$150.00
Fringe	\$ 31.94
Travel	\$.00
Equipment	\$.00
Supplies	\$ 1.75
Contractual	\$.00
Other	<u>\$116.31</u>
TOTAL	\$300.00

Total Amount of Funds for Disbursements of Diagnostic Procedures*

\$0.36

List of Diagnostic Procedures located at www.hcphes.org/rwga.

Approved diagnostic procedures will be reimbursed at invoice cost.

*Diagnostic procedure code and client 11-digit code must be provided on invoice to process reimbursements.

Total Amount of Funds for Marketing Campaign

\$215,437.19

Public outreach campaign to educate the general public and People Living with HIV, including those not Ryan White eligible, on the importance of accessing treatment services and de-stigmatizing HIV.

ATTACHMENT NO. 04

BUDGET

Ending the HIV Epidemic: Emergency Financial Assistance (EFA)

		<u>Total</u>
FEE CHARGED PER UNIT OF SERVICE		\$30.00
1 unit of service per service transaction = \$30.00. EFA provides short-term (up to 30 days of medication) access to HIV pharmaceutical services to clients who have not yet completed eligibility determination for medications through Pharmaceutical Assistance Programs, State ADAP, State SPAP or other services. HRSA requirements for EFA include a client enrollment process, uniform benefits for all enrolled clients and a record system for dispensed medications and a drug distribution system.		
NUMBER OF UNITS OF SERVICE TO BE PROVIDED		132.96
TOTAL COST OF THESE SERVICES	(\$30.00 x 132.96)	\$3,988.69
Personnel	\$15.00	
Fringe	\$ 3.19	
Travel	\$.00	
Equipment	\$.00	
Supplies	\$.17	
Contractual	\$.00	
Other	<u>\$11.64</u>	
TOTAL	\$30.00	

Total Amount of Funds To Be Invoiced for EFA Disbursements \$11,987.65

EFA provides up to 30 days of medication payments to assist clients with an emergent need for HIV Medication. HRSA requirements for EFA include a client enrollment process, uniform benefits for all enrolled clients, a record system for dispensed medications and drug distribution system. 1 unit of service = a transaction involving the filling of a prescription or any other allowable medication \$30.00.

TOTAL **\$234,854.11**

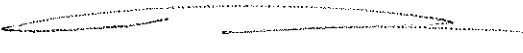
Total reimbursements to the Subrecipient under the Contract shall not exceed \$234,854.11. The Subrecipient further understands and agrees that the Subrecipient shall only be reimbursed for expenses incurred in connection with the Subrecipient's adult outpatient primary medical health care, medical case management, non-medical case management and local pharmacy assistance program.

The Subrecipient shall submit its final request for payment to the County no later than March 21, 2025.

ATTACHMENT NO. 05

**Certification of Compliance
With The Drug-Free Workplace Act of 1988**

Legacy Community Health Services, Inc. certifies that it has been furnished a copy of the Drug-Free Workplace Act of 1988, Section 5151-5160 (41 U.S.C. 701), Public Law 100-690 and hereby certifies that it is in compliance with such Act.



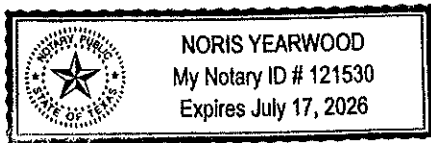
Signature


Robert Hilliard, Jr.
Printed Name

CEO
Title

3/29/2024
Date

SUBSCRIBED AND SWORN TO BEFORE ME on this 29 day of March, 2024, to certify which witness my hand and seal of office.





Notary Public, State of Texas

Noris Yearwood
Notary Public's Printed Name

My commission expires: 7-17-2026

ORDER OF COMMISSIONERS COURT
AUTHORIZING AGREEMENT WITH LEGACY COMMUNITY HEALTH SERVICES, INC.

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 AGREEMENT WITH LEGACY COMMUNITY HEALTH SERVICES,
INC. TO PROVIDE SERVICES TO CERTAIN HIV-INFECTED AND AFFECTED PERSONS IN
THE HOUSTON ELIGIBLE METROPOLITAN AREA

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 an agreement in an amount not to exceed \$1,014,077.11 with Legacy Community Health Services, Inc. to provide services to certain HIV-infected and affected individuals in the Houston Eligible Metropolitan Area. The Agreement 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.