



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

May 20, 2022

**SUPPLEMENTAL ITEM**

Commissioners Court  
Harris County, Texas

**RE: Job No. 200360**

Members of Commissioners Court:

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

**Description:** Ryan White Program Part A Services – Substance Abuse Treatment Program for Eligible HIV/AIDS Infected Individuals Residing Within the Houston Eligible Metropolitan Area (EMA) for Harris County Public Health Services/Ryan White Grant Administration

**Vendor:** The Montrose Center

**Term:** March 1, 2022 through February 28, 2023

**Amount:** \$45,677

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

Commissioners Court approved the renewal on March 8, 2022 and Ryan White requires this agreement to continue services. A purchase order will be issued upon Commissioners Court approval.

Sincerely,

*DeWight Dopslauf*

DeWight Dopslauf  
Purchasing Agent

LAB  
Attachment

cc: Ryan White Grant Administration/Public Health Services  
Vendor

**FOR INCLUSION ON COMMISSIONERS COURT AGENDA MAY 24, 2022**

## **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 **The Montrose Center**, ("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. As a specific condition of this Contract, Subrecipient must maintain a Data Universal Numbering System ("DUNS") that uses a unique nine-character identification number provided, without charge, by Dun and Bradstreet. Information about obtaining a DUNS number can be found at <http://fedgov.dnb.com/webform> or by calling 1-866-705-5711.

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://www.usContractorregistration.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:

<b>INDIVIDUAL/FAMILY ANNUAL GROSS INCOME</b>	<b>TOTAL ALLOWABLE ANNUAL CHARGES</b>
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.

#### **IV. TIME OF PERFORMANCE**

The term of this Contract will begin on March 01, 2022 and end on February 28, 2023, 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, 2021, Division H. (P.L. 116-260) enacted December 27, 2020 limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements to the Federal Executive Pay Scale Level II rate set at \$199,300.00, effective January 2021. 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 subcontractors 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  
2223 West Loop South, Suite 600  
Houston, Texas 77027  
Attn: Ryan White Grant Administration

**BY COUNTY TO SUBRECIPIENT:**

The Montrose Center  
401 Branard, 2<sup>nd</sup> Floor  
Houston, Texas 77006  
Attn: Ann J. Robison, PhD, Executive Director  
Email address: [arobison@montrosecenter.org](mailto:arobison@montrosecenter.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 twenty-five (25) 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 not later than 30 days after the end of the Contract.

C. **Contractor Expense Reports ("CER").** Within twenty-five (25) 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 30 days after the end of the Contract.

D. **Final Financial Report.** Within sixty (60) 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 Office of Management and Budget ("OMB") Circular A-133. 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 OMB A-133 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 OMB A-133 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 be 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 <http://www.hcphtx.org/rwga/> 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 74 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” (“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. 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.
- F. 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: Sarah Hodges for:  
T. Scott Petty  
Assistant County Attorney  
C.A. File No. 22GEN0507

By: \_\_\_\_\_  
Lina Hidalgo  
County Judge

Date signed: \_\_\_\_\_

**APPROVED:**

**HARRIS COUNTY PUBLIC HEALTH**

By: E. Brown  
Ericka Brown, MD, MBA  
Director, Community Health and Wellness Division

**ATTEST:**

**The Montrose Center**

By: \_\_\_\_\_  
Secretary

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

Date Signed: 2.3.22

## ATTACHMENT NO. 01

### SECTION I: SCOPE OF SERVICE

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

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

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

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

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

**Special Requirements:** Not Applicable.

Subrecipient must comply with CPCDMS system business rules and procedures.

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

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

**Objective 1:** By 2/28/23 Subrecipient shall provide at least 25 unduplicated, eligible HIV-infected individuals with substance abuse treatment services.

**SECTION II. SPECIAL PROVISIONS**

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

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

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

23.75%	Women (ages 25 and older)
0.00%	Infants (ages 0 - < 1 year)
0.18%	Children (ages 1 – 12 years)
3.70%	Youth (ages 13 – 24)

**ATTACHMENT NO. 02**

**BUDGET**

**Substance Abuse Treatment Level III & IV Individual Sessions**

		<b><u>Total</u></b>
<b>FEE CHARGED PER UNIT OF SERVICE</b>		<b>\$100.00</b>
One unit of service = One individual counseling session of at least 45 minutes in length with one (1) eligible client. A single session lasting longer than 45 minutes qualifies as only a single unit – no fractional units are allowed.		
<b>NUMBER OF UNITS OF SERVICE TO BE PROVIDED</b>		<b>207</b>
<b>TOTAL COST OF THESE SERVICES</b>	<b>(\$100.00 x 207)</b>	<b>\$20,700.00</b>
Personnel	\$ 66.75	
Fringe	\$ 20.03	
Travel	\$ .05	
Equipment	\$ 1.75	
Supplies	\$ .22	
Contractual	\$ .09	
Other	<u>\$ 11.11</u>	
<b>TOTAL</b>	<b>\$100.00</b>	

**ATTACHMENT NO. 02**

**BUDGET**

**Substance Abuse Treatment Level III & IV Group Sessions**

		<u><b>Total</b></u>
<b>FEE CHARGED PER UNIT OF SERVICE</b>		<b>\$25.00</b>
One unit of service = One unit of service = 60 minutes of group treatment for one eligible client. A single session must last a minimum of 2 hours per DSHS/SAS rules. Support Groups are defined as professionally-led groups that are comprised of HIV positive individuals, family members, or significant others for the purpose of providing substance abuse therapy		
<b>NUMBER OF UNITS OF SERVICE TO BE PROVIDED</b>		<b>999.08</b>
<b>TOTAL COST OF THESE SERVICES</b>	<b>(<math>\\$25.00 \times 999.08</math>)</b>	<b>\$24,977.00</b>
Personnel	\$16.69	
Fringe	\$ 5.01	
Travel	\$ .01	
Equipment	\$ .44	
Supplies	\$ .05	
Contractual	\$ .02	
Other	<u>\$ 2.78</u>	
TOTAL	\$25.00	
<b>TOTAL</b>		<b>\$45,677.00</b>

Total reimbursements to the Subrecipient under the Contract shall not exceed \$45,677.00. The Subrecipient further understands and agrees that the Subrecipient shall only be reimbursed for expenses incurred in connection with the Subrecipient's substance abuse treatment program.

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



ATTACHMENT NO. 03

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

The Montrose Center 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.

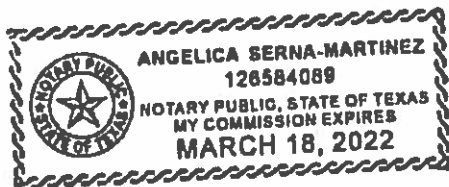
  
Signature

Ann J Robison, PhD  
Printed Name

Executive Director  
Title

2.3.22  
Date

SUBSCRIBED AND SWORN TO BEFORE ME on this 3rd day of  
February, 2022, to certify which witness my hand and seal of office.



  
Notary Public, State of Texas

Angelica Serna-Martinez  
Notary Public's Printed Name

My commission expires: 3-18-22

**ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH THE MONTROSE CENTER**

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 THE MONTROSE CENTER 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. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an agreement in an amount not to exceed \$45,677.00 with The Montrose Center 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 though set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.