



The Harris Center for Mental Health and IDD  
9401 Southwest Freeway Houston, TX 77074  
Board Room #109

**Full Board Meeting**  
September 24, 2024  
8:30 am

- I. DECLARATION OF QUORUM**
- II. PUBLIC COMMENTS**
- III. APPROVAL OF MINUTES**
  - A. Approve Minutes of the Board of Trustees Meeting Held on Tuesday, August 27, 2024  
(*EXHIBIT F-1*)
- IV. BOARD CHAIR'S REPORT**
- V. CHIEF EXECUTIVE OFFICER'S REPORT**
- VI. COMMITTEE REPORTS AND ACTIONS**
  - A. Governance Committee Reports and/or Action  
(*J. Lykes, Chair*)
  - B. Resource Committee Report and/or Action  
(*G. Womack, Chair*)
  - C. Program Committee Report and/or Action  
(*M. Miller, Jr., Chair*)
  - D. Quality Committee Report and/or Action  
(*L. Fernandez-Wische, Chair*)
  - E. Foundation Report and/or Action  
(*N. Hurtado, Chair*)
- VII. CONSENT AGENDA**
  - A. FY'24 Year-to-Date Budget Report-August  
(*EXHIBIT F-2*)
  - B. FQHC Co-Application  
(*EXHIBIT F-3*)
  - C. Harris Center Integrated Care Bylaws  
(*EXHIBIT F-4*)
  - D. Harris Center Integrated Care Articles of Incorporation  
(*EXHIBIT F-5*)
  - E. HCIC Annual Operating Budget  
(*EXHIBIT F-6*)
  - F. September 2024 Contracts Amendments Over 250K  
(*EXHIBIT F-7*)
  - G. September 2024 Interlocal Agreement  
(*EXHIBIT F-8*)

- H. Authorization to create FY25 PO to pay Employee Parking at Texas Medical Center  
(EXHIBIT F-9)
- I. IDD Medication Storage, Maintenance and Disposal  
(EXHIBIT F-10)
- J. Pharmacy Staff Training Policy  
(EXHIBIT F-11)
- K. Prescription Monitoring Program (PMP) Policy  
(EXHIBIT F-12)
- L. Behavioral Crisis Safety and Intervention  
(EXHIBIT F-13)
- M. Code of Ethics Policy  
(EXHIBIT F-14)
- N. Declaration of Mental Health Treatment  
(EXHIBIT F-15)
- O. Employee Referral Bonus Program  
(EXHIBIT F-16)
- P. Harris Center Advisory Committee  
(EXHIBIT F-17)
- Q. Pharmaceutical or Patient Assistance Programs (PAP)  
(EXHIBIT F-18)
- R. Shift Differential  
(EXHIBIT F-19)
- S. Purchasing Card  
(EXHIBIT F-20)
- T. Medication Storage, Preparation, and Administration Areas Policy  
(EXHIBIT F-21)
- U. Transfers-Promotions-Demotions  
(EXHIBIT F-22)

**VIII. REVIEW AND TAKE ACTION**

- A. FY24 Strategic Plan Update  
( Wayne Young)
- B. FQHC Application-Board Resolution  
(EXHIBIT F-23 Stanley Adams)
- C. PI Plan FY2025  
(EXHIBIT F-24 Trudy Leidich)

**IX. REVIEW AND COMMENT**

- A. Human Resources Update  
(EXHIBIT F-25 Joseph Gorczyca/Ninfa Escobar)
- B. RDLR NE Community Clinic  
( Joseph Gorczyca)

**X. EXECUTIVE SESSION**

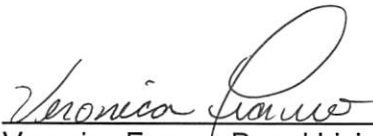
• As authorized by §551.071 of the Texas Government Code, the Board of Trustees reserves the right to adjourn into Executive Session at anytime during the course of this meeting to seek legal advice from its attorney about any matters listed on the agenda.

• As authorized by § 551.074 of the Texas Government Code, performance evaluation of CEO. Mr. James Lykes, Chair of Governance Committee & Dr. R. Gearing, Chair of the Harris Center Board of Trustees

**XI. RECONVENE INTO OPEN SESSION**

**XII. CONSIDER AND TAKE ACTION AS A RESULT OF THE EXECUTIVE SESSION**

**XIII. ADJOURN**



Veronica Franco, Board Liaison  
Robin Gearing, Ph.D., Chair, Board of Trustees  
The Harris Center for Mental Health and IDD



# **EXHIBIT F-1**

**THE HARRIS CENTER *for***  
**Mental Health and IDD**

**MINUTES OF THE BOARD OF TRUSTEES MEETING**

---

This is an official record of the Board of Trustees, The Harris Center for Mental Health and IDD, an Agency of the State, established by the Harris County Commissioners Court under provisions of Chapter 534 of the Health and Safety Code of the State of Texas.

---

**PLACE OF MEETING:** Conference Room 109  
9401 Southwest Freeway  
Houston, Texas 77074

**TYPE OF MEETING:** Regular

**DATE:** August 27, 2024

**TRUSTEES**

**IN ATTENDANCE:** Dr. Robin Gearing, PhD-Chair  
Dr. Lois Moore, Vice Chairperson  
Mr. Gerald Womack  
Dr. Max Miller, Jr.  
Dr. Luis Fernandez-Wische  
Mrs. Natali Hurtado  
Dr. Jeremy Lankford

**TRUSTEES ABSENT:** Mr. Jim Lykes, Mrs. Bonnie Hellums, Sheriff Gonzalez

**I. Declaration of Quorum**

Dr. Robin Gearing, Chair, called the meeting to order at 8:34 a.m. noting that a quorum of the Board was in attendance.

**II. Public Comments-**

Brian Kelley and Sheronica Watson provided public comments urging the Board Members to reject the Continuing Employee Communication and Engagement Policy.

**III. Approval of Minutes**

**MOTION BY: MOORE      SECOND: WOMACK**

**With unanimous affirmative votes**

**BE IT RESOLVED** the Minutes of the Regular Board of Trustees meeting held on Thursday, July 23, 2024 as presented under Exhibit F-1, are approved.

**IV. Board Chair's Report**

Dr. Lois Moore was recognized to for her years of service on The Board of Trustees for The Harris Center for Mental Health and IDD.

Dr. Gearing has announced that Dr. Fernandez is the Chair for the Quality Committee. Dr. Gearing has announced the Dr. Miller, Jr. is the Chair of the Program Committee and Dr. Lankford will serve as a member for the Program Committee.

**V. Chief Executive Officer's Report was provided by CEO Wayne Young**  
Mr. Young provided a Chief Executive Officer report to the Board.

**VI. Committee Reports and Action were presented by the respective chairs:**

**A. Governance Committee Report and/or Action-J. Lykes**

Dr. Gearing provided an overview of the topics discussed and the decisions made at the Governance Committee meeting on August 20, 2024.

**B. Resource Committee Report and/or Action-G. Womack, Chair**

Mr. Womack provided an overview of the topics discussed and the decisions made at the Resource Committee meeting on August 20, 2024.

**C. Quality Committee Report and/or Action-R. Gearing, Chair**

Dr. Gearing provided an overview of the topics discussed and the decisions made at the Quality Committee meeting on August 20, 2024.

**D. Program Committee Report and/or Action-B. Hellums, Chair**

Dr. Gearing provided an overview of the topics discussed and the decisions made at the Program Committee meeting on August 20, 2024.

**E. Foundation Report and/or Action-N. Hurtado, Chair**

Mrs. Hurtado provided an overview of the topics discussed and the decisions made at the Foundation Committee meeting.

1. Board Room Designation

**MOTION: HURTADO SECOND: WOMACK**

**With unanimous affirmative votes**

**BE IT RESOLVED** the Board Room Designation as presented under Exhibit F-2, is approved.

**VII. Consent Agenda**

A. FY'24 Year-to-Date Budget Report-July

**MOTION: MOORE SECOND: HURTADO**

**With unanimous affirmative votes**

**BE IT RESOLVED** the FY'24 Year-to-Date Budget Report-July as presented under Exhibit F-3, are approved.

B. August 2024 Contracts Renewals Over 250K

**MOTION BY: MOORE SECOND: HURTADO**

**With unanimous affirmative votes**

**BE IT RESOLVED** the August 2024 Contracts Renewals Over 250K as presented under Exhibit F-4, are approved.

C. August 2024 Amendments Over 250K

**MOTION BY: MOORE SECOND: HURTADO**

**With unanimous affirmative votes**

**BE IT RESOLVED** the August 2024 Amendments Over 250K as presented under Exhibit F-5, are approved.

D. August 2024 Interlocal Agreement

**MOTION BY: MOORE SECOND: HURTADO**

**Dr. Gearing, Dr. Lankford, Dr. Fernandez recused themselves from the discussion and vote on the following Interlocal Agreements due to conflict of interests:**

- **Interlocal Agreement #12- Dr. Lankford and Dr. Fernandez-Wische are employed by the University of Texas Health Science Center.**
- **Interlocal Agreement #13 – Dr. Gearing is employed by the University of Houston**
- **Interlocal Agreement #14 -Dr. Gearing is employed by the University of Houston**

**With unanimous affirmative votes**

**BE IT RESOLVED** the August 2024 Interlocal Agreements as presented under Exhibit F-6, are approved.

- E. Corporate Card
- F. Development and Management for Mental Health and IDD Services
- G. Drug and Alcohol Testing Pre-Employment
- H. Drug -Free Workplace
- I. Employee Counseling, Supervision, Progressive Discipline, and Termination
- J. Employment Eligibility Verification for Workers in the United States
- K. Guidelines for The Use of Purchase Orders for Goods and Non-Community Services
- L. Incident Response Policy
- M. Information Security Policy
- N. Least Restrictive Interventions and Management of Aggressive Behavior
- O. Off-Premises Equipment usage
- P. Payment of Accrued Leave Upon Separation
- Q. Performance Reporting and Monitoring of Service Contracts
- R. Pharmacy Services and Outpatient Prescription Purchase Plan
- S. Professional Practice Evaluation Policy
- T. Sexual Harassment Policy
- U. The Requisitioning and Purchasing of Goods and/or Services

- V. The Requisitioning and Purchasing of Goods and/or Services Dollar Limit Threshold & Requirements
- W. The Use of Service and Assistance Animals in the Harris Center Facilities pertaining to Patients and Visitors
- X. Vehicle Operations
- Y. Workforce Member Network Member Network Internet Use Policy
- Z. Accident Reporting Policy
- AA. Crisis Stabilization Unit-Workplace Violence Prevention
- AB. Delegation of Medical Acts for Nurses, Licensed Vocational Nurses, Licensed Social Workers, and Unlicensed Staff
- AC. Drug Diversion Reporting and Response Policy
- AD. Harris Center Disaster & Emergency Response Plan
- AE. Out-of-State Employment
- AF. Pharmacy Hazardous Drugs Policy
- AG. Pharmacy and Therapeutics Committee Policy
- AH. Pharmacy Staff Training Policy
- AI. Tenant Selection Policy
- AJ. Bylaws of The Professional Review Committee of The Harris Center for Mental Health and IDD with Signature
- AK. Cash Receipts & Bank Deposits
- AL. Cellular Phone Distribution and Management
- AM. Center-related Meeting Expense
- AN. Charity Care Policy
- AO. Confidentiality and Disclosure of Patient/Individual Health Information
- AP. Disposal of Fixed Assets
- AQ. Dues and Membership Fees
- AR. Infection Control Plan/Airborne Precautions
- AS. Investment Policy
- AT. IRB Research Procedures and the Committee for the Protection of Human Subjects
- AU. Moonlighting
- AV. Pharmacy and Medication/Drug Inventory
- AW. Professional Review Committee
- AX. Signature for Authorization
- AY. Travel Policy
- AZ. Whistleblower
- BA. Writing off Self Pay Balances
- BB. Crisis Stabilization Unit-Workplace violence Prevention Plan
- BC. FY2025 Budget Review
- BD. FY2025 Capital Budget Review
- BE. Human Resource Insurance Update
- BF. Commercial Insurance Renewal

**MOTION BY: MOORE SECOND: HURTADO**

**With unanimous affirmative votes**

**BE IT RESOLVED** the Consent Agenda items E-BF as presented are approved.



## **VII. Review and Take Action**

- A. FQHC Update- Dr. Gearing, Board Chair requested to discuss this agenda item during Executive Session.
- B. FY2025-FY2027 Strategic Plan

**MOTION BY: WOMACK SECOND: MOORE**

**With unanimous affirmative votes**

**BE IT RESOLVED** the FY2025-FY2027 Strategic Plan as presented under Exhibit F-58, is approved.

- C. Capital Bond Issuance Update-Mr. Young provided an update and stated no action needed on this agenda item.

## **XI. Review and Comment**

**A. Legislative Priorities**-Amanda Jones presented the Legislative Priorities to the Full Board.

## **XII. Entered into executive session-Board Chair Dr. Gearing announced the Board would convene an Executive Session at 10:35 am for the following reasons:**

- As authorized by §551.071 of the Texas Government Code, the Board of Trustees reserves the right to adjourn into Executive Session at anytime during the course of this meeting to seek legal advice from its attorney about any matters listed on the agenda.
- In accordance with §§551.071 and 551.074 of the Texas Government Code, discussion of a personnel matter and contemplated litigation in Case 4:23-cv-00297 Christian Thompson v. The Harris Center for Mental Health & IDD. Kendra Thomas, General Counsel and Bijul Enaohwo, Assistant General Counsel-Legal Services
- In accordance with §§551.071 and 551.074 of the Texas Government Code, discussion of a personnel matter and contemplated litigation EEOC Charge No. 460-2024-00011, Jimaisha Yett v. the Harris Center for Mental Health & IDD. Kendra Thomas, General Counsel
- In accordance with §551.071 of the Texas Government Code, to seek legal advice related to the FQHC application process and the co-applicant agreement. Kendra Thomas, General Counsel
- In accordance with §§551.071 and 551.072 of the Texas Government Code, to consult with attorney about the due diligence related to the potential acquisition of real property for a youth residential program. Wayne Young, CEO and Ernest Savoy, Assistant General Counsel-Contract Services

## **XIII. Reconvene into Open Session**

Dr. Gearing reconvened the meeting into Open Session at 12:10 pm.

## **XIX. Consider and take action as a result of the executive session**

1. In accordance with §§551.071 and 551.072 of the Texas Government Code, to consult with attorney about the due diligence related to the potential acquisition of real property for a youth residential program. Wayne Young, CEO and Ernest Savoy, Assistant General Counsel-Contract Services

**MOTION: Mrs. N. Hurtado moved The Harris Center Board of Trustees authorize the CEO to further evaluate, negotiated and enter into a Letter of Intent and/or Purchase Sale agreement to hold the property discussed today contingent upon the State executing an agreement committing the funds for the acquisition and renovation of this property. All negotiations shall be in accordance with the terms and conditions discussed in the Executive Session today.**

**SECOND: Mr. G. Womack**

**With unanimous affirmative votes, the motion passed.**

2. In accordance with §551.071 of the Texas Government Code, to seek legal advice related to the FQHC application process and the co-applicant agreement. Kendra Thomas, General Counsel

**MOTION: Mr. G. Womack moved the Harris Center Board of Trustees authorize the following Harris Center Board Members to serve on the FQHC, The Harris Center Integrated Care, to the Board:**

- **Dr. Max A. Miller, Jr.**
- **Dr. Luis Fernandez-Wische**
- **Dr. Robin Gearing**
- **Mr. James Lykes**

**SECOND: Dr. J. Lankford**

**With unanimous affirmative votes, the motion passed.**

3. In accordance with §551.071 of the Texas Government Code, to seek legal advice related to the FQHC application process and the co-applicant agreement. Kendra Thomas, General Counsel

**MOTION: Dr. L. Moore moved the Harris Center Board of Trustees authorize the Dr. Gearing, Board Chair, Wayne Young, CEO, Dr. Max Miller, Jr. and Dr. Luis Fernandez-Wische to select and appoint the remaining five Board Members to the FQHC.**

**SECOND: Mr. G. Womack**

**The motion passed with unanimous affirmative vote.**

**XV. ADJOURN**

**MOTION: HURTADO      SECOND: MILLER, JR.**

**Motion passed with unanimous affirmative votes.**

The meeting was adjourned at 12:11 PM

Respectfully submitted,

---

Veronica Franco, Board Liaison  
Dr. Robin Gearing, Chair, Board of Trustees  
*The HARRIS CENTER for Mental Health and IDD*

# **EXHIBIT F-2**

**The Harris Center for Mental Health and IDD**

**Results of Financial Operations and Comparison to Original Budget  
August 31, 2024**

**Fiscal Year 2024**

## The Harris Center for Mental Health and IDD

Resource Committee

Board of Trustees

The Harris Center for Mental Health and IDD (The Center)

The Report on Results of Financial Operations and Comparison to Original Budget (the Report) submitted herewith was prepared by The Center's Accounting Department.

Responsibility for the accuracy, completeness, and fairness of presentation of the presented data rests with The Center, the Chief Financial Officer and the Accounting department.

We believe the Report, as presented, is materially accurate and is presented in a manner designed to fairly set forth the financial position and results of operations of The Center.

The Center's accounting records for its general fund are maintained on a modified accrual basis of accounting. Under this method, revenues are recognized in the period when they become both measurable and available, and expenditures are recognized when the related fund liability is incurred, if measurable.

The Report submitted herewith was prepared on a budgetary basis which is not in accordance with generally accepted accounting principles nor with financial reporting principles set forth by the Governmental Accounting Standards Board (GASB). The Report has not been audited by an independent auditor.

*Stanley Adams*

---

Stanley Adams

Chief Financial Officer

**The Harris Center for Mental Health and IDD**  
**Results of Financial Operations and Comparison to Original Budget**  
**August 31, 2024**  
*Non-GAAP / Budgetary-Basis Reporting*  
*Unaudited - Subject to Change*

<b>For the Month Ended</b>			
	<b>Original Budget</b>	<b>Actual</b>	<b>Variance</b>
Revenues	\$ 28,619,834	\$ 31,244,822	\$ 2,624,988
Expenditures	28,536,501	31,622,769	(3,086,268)
<b>Excess (Deficiency) of revenues over expenditures</b>	<b>\$ 83,333</b>	<b>\$ (377,947)</b>	<b>\$ (461,280)</b>
Other Sources (Uses)			
Debt payment	\$ (83,333)	\$ -	\$ 83,333
Capital Outlay	-	(777,224)	(777,224)
Other Sources (Uses)	-	8,688	8,688
<b>Change in Fund Balance/Net Position</b>	<b>\$ -</b>	<b>\$ (1,146,483)</b>	<b>\$ (1,146,483)</b>

<b>Fiscal Year to Date</b>			
	<b>Original Budget</b>	<b>Actual</b>	<b>Variance</b>
Revenues	\$ 343,438,012	\$ 359,364,202	\$ 15,926,190
Expenditures	342,438,012	354,290,078	(11,852,066)
<b>Excess (Deficiency) of revenues over expenditures</b>	<b>\$ 1,000,000</b>	<b>\$ 5,074,124</b>	<b>\$ 4,074,124</b>
Other Sources (Uses)			
Debt payment	\$ (1,000,000)	\$ -	\$ 1,000,000
Capital Outlay	-	(7,458,089)	(7,458,089)
Other Sources (Uses)	-	172,430	172,430
<b>Change in Fund Balance/Net Position</b>	<b>\$ -</b>	<b>\$ (2,211,535)</b>	<b>\$ (2,211,535)</b>

**The Harris Center for Mental Health and IDD**  
**Results of Financial Operations and Comparison to Original Budget**  
**August 31, 2024**

*Non-GAAP / Budgetary-Basis Reporting*  
*Unaudited - Subject to Change*

	For the Month Ended				Fiscal Year to Date				
	Original Budget	Actual	Variance \$	%	Original Budget	Actual	Variance \$	%	
<b>Operating Revenue</b>									
State General Revenue	\$ 9,638,555	\$ 10,854,906	1,216,351	13%	\$ 115,662,665	\$ 130,587,229	14,924,564	13%	<b>A</b>
Harris County and Local	4,989,759	3,980,919	(1,008,840)	-20%	59,877,110	56,111,431	(3,765,679)	-6%	<b>B</b>
Federal Contracts and Grants	5,006,186	5,922,457	916,271	18%	60,074,234	59,626,443	(447,791)	-1%	
State Contract and Grants	1,093,588	1,851,889	758,301	69%	13,123,058	13,998,057	874,999	7%	<b>C</b>
Third Party Billing	2,766,501	3,351,653	585,152	21%	33,198,006	38,185,542	4,987,536	15%	
Charity Care Pool	3,340,350	3,340,348	(2)	0%	40,084,203	40,084,203	-	0%	
Directed Payment Programs	726,250	513,204	(213,046)	-29%	8,715,000	6,335,542	(2,379,458)	-27%	<b>D</b>
Patient Assistance Program (PAP)	833,578	1,092,177	258,599	31%	10,002,936	10,773,136	770,200	8%	
Interest Income	225,067	337,269	112,202	50%	2,700,800	3,662,619	961,819	36%	
<b>Operating Revenue, total</b>	<b>\$ 28,619,834</b>	<b>\$ 31,244,822</b>	<b>2,624,988</b>	<b>9%</b>	<b>\$ 343,438,012</b>	<b>359,364,202</b>	<b>15,926,190</b>	<b>5%</b>	
<b>Operating Expenditures</b>									
Salaries and Fringe Benefits	\$ 19,926,501	\$ 20,500,067	(573,566)	-3%	\$ 239,118,011	\$ 241,432,760	(2,314,749)	-1%	
Contracts and Consultants	1,393,967	1,598,043	(204,076)	-15%	16,727,606	11,902,275	4,825,331	29%	
Contracts and Consultants-HCPC	3,017,779	4,110,535	(1,092,756)	-36%	36,213,353	45,965,859	(9,752,506)	-27%	<b>E</b>
Supplies	277,304	298,353	(21,049)	-8%	3,327,644	2,220,989	1,106,655	33%	
Drugs	1,254,451	2,301,911	(1,047,460)	-83%	15,053,414	25,372,650	(10,319,236)	-69%	<b>F</b>
Purchases, Repairs and Maintenance of:									
Equipment	597,697	910,697	(313,000)	-52%	7,172,366	6,048,442	1,123,924	16%	<b>G</b>
Building	538,158	296,651	241,507	45%	6,457,900	2,922,214	3,535,686	55%	
Vehicle	86,436	80,218	6,218	7%	1,037,233	902,431	134,802	13%	
Telephone and Utilities	317,951	327,910	(9,959)	-3%	3,815,406	3,362,636	452,770	12%	
Insurance, Legal and Audit	166,175	119,005	47,170	28%	1,994,105	2,069,654	(75,549)	-4%	
Travel	194,299	243,447	(49,148)	-25%	2,331,582	2,172,535	159,047	7%	
Dues & Subscriptions	382,047	296,090	85,957	22%	4,584,561	5,299,718	(715,157)	-16%	<b>H</b>
Other Expenditures	383,736	539,842	(156,106)	-41%	4,604,831	4,617,915	(13,084)	0%	
<b>Operating Expenditures, total</b>	<b>\$ 28,536,501</b>	<b>\$ 31,622,769</b>	<b>\$ (3,086,268)</b>	<b>-11%</b>	<b>\$ 342,438,012</b>	<b>\$ 354,290,078</b>	<b>\$ (11,852,066)</b>	<b>-3%</b>	
<b>Excess (Deficiency) of revenues over expenditures</b>	<b>\$ 83,333</b>	<b>\$ (377,947)</b>	<b>(461,280)</b>		<b>\$ 1,000,000</b>	<b>\$ 5,074,124</b>	<b>4,074,124</b>		
<b>Other Sources (Uses)</b>									
Debt payment	\$ (83,333)	\$ -	\$ 83,333		\$ (1,000,000)	\$ -	\$ 1,000,000		
Capital outlay	-	(777,224)	(777,224)		-	(7,458,089)	(7,458,089)		
Insurance proceeds	-	-	-		-	49,042	49,042		
Proceeds from Sale of Assets	-	8,688	8,688		-	123,388	123,388		
<b>Change in Fund Balance/Net Position</b>	<b>\$ -</b>	<b>\$ (1,146,483)</b>	<b>\$ (1,146,483)</b>		<b>\$ -</b>	<b>\$ (2,211,535)</b>	<b>\$ (2,211,535)</b>		



**The Harris Center for Mental Health and IDD**  
**Notes to Statements Presented**  
Non-GAAP / Budgetary-Basis reporting  
**August 31, 2024**

**Results of Financial Operations and Comparison to Original Budget**

**A State General Revenue**

Positive budget variance primarily driven by additional funding received and recognized in the current fiscal year at new rates of the existing beds at HCPC and West Oaks effective September 1, 2023.

**B Harris County and Local Revenue**

Unfavorable budget variance is attributed to timing differences in revenue budgeted during the fiscal year vs recognized during the contract period.

**C State Contract and Grants**

The primary driver of the net favorable variance in monthly State Contract and Grants is related to catch-up of billing of expenditures for building costs for 6168 apartments.

**D Directed Payment Programs**

DPP revenue shortfall is due to updating our accounting records to match the latest annual estimates provided by Texas Council in mid-May 2024. The new annual estimated net revenue is \$6.2M, \$2.5M less than the \$8.7M net revenue estimate published in November 2023. The decrease is driven by decrease in FMAP and reduced DPP-related claim throughput.

**E Contracts and consultants - HCPC**

Unfavorable budget variance primarily driven by additional costs recognized in the current fiscal year at the new rates of the existing beds at HCPC effective September 1, 2023.

**F Drugs**

The primary driver of the net unfavorable variance in Drugs is the increase in retail drug pharmacy purchases, which is offset by revenue earned on the billing program. On a YTD basis the Pharmacy billing program revenue exceeds budget by \$8.7M and the billing program expense exceeds budget by (\$9.1M).

**G Equipment (purchase, repair and maintenance)**

Unfavorable budget variance primarily driven by additional expenditures during the current month for equipment with value less than \$5,000, desktops & laptops. During the current month, we incurred \$665K in expenditures vs \$221K during the prior month, this is a standard practice by units as the fiscal/budget year closes.

**H Dues & Subscriptions**

IT related Dues & Subscriptions total \$97K for the current month and \$4.3M for the current year to date.

**The Harris Center for Mental Health and IDD**  
**Balance Sheet**  
**August 31, 2024**  
*Non-GAAP / Budgetary-Basis Reporting*  
*Unaudited - Subject to Change*

	July - 2024	August - 2024	Change
<b>ASSETS</b>			
<b>Current Assets</b>			
Cash and Cash Equivalents			
Cash and Petty Cash	\$ 31,130,851	\$ 13,356,823	\$ (17,774,028)
Cash Equivalents	54,556,827	55,497,114	940,287
Cash and Cash Equivalents, total	<u>85,687,678</u>	<u>68,853,937</u>	<u>(16,833,741) AA</u>
Inventories, Deposits & Prepaids	5,961,387	5,938,541	(22,846)
Accounts Receivable:			
Other A/R	33,028,496	31,642,673	(1,385,823)
Patient A/R, net of allowance	1,941,585	1,531,659	(409,926)
<b>Current Assets, total</b>	<b>\$ 126,619,146</b>	<b>\$ 107,966,810</b>	<b>\$ (18,652,336) BB</b>
<b>Capital Assets</b>			
Land	13,004,859	12,709,144	(295,715)
Building and Improvements	52,615,143	52,910,858	295,715
Furniture, Equipment and Vehicles	10,826,281	10,826,281	-
Construction in Progress	5,764,164	5,794,164	30,000
Accumulated Depreciation	(35,692,400)	(35,692,400)	-
<b>Capital Assets, net total</b>	<b>\$ 46,518,047</b>	<b>\$ 46,548,047</b>	<b>\$ 30,000 CC</b>
<b>Total Assets</b>	<b><u>\$ 173,137,193</u></b>	<b><u>\$ 154,514,857</u></b>	<b><u>\$ (18,622,336)</u></b>
<b>LIABILITIES &amp; FUND BALANCE/NET POSITION</b>			
<b>Liabilities</b>			
Unearned Revenues	\$ 24,504,332	\$ 7,878,196	\$ (16,626,136) DD
Accounts Payable and Accrued Liabilities	16,288,973	15,288,774	(1,000,199) EE
Long term Liabilities	9,048,192	9,168,675	120,483
<b>Liabilities, total</b>	<b>\$ 49,841,497</b>	<b>\$ 32,335,645</b>	<b>\$ (17,505,852) FF</b>
<b>Fund Balance/Net Position</b>			
Net Investment in Capital Assets	46,518,047	46,548,047	30,000
Nonspendable	5,961,387	5,938,541	(22,846)
Assigned	66,514,014	66,514,014	-
Unassigned/Unrestricted	5,367,300	5,390,145	22,845
Change in fund balance/net position	(1,065,052)	(2,211,535)	(1,146,483)
<b>Fund Balance/Net Position, Total</b>	<b>\$ 123,295,696</b>	<b>\$ 122,179,212</b>	<b>\$ (1,116,484)</b>
<b>Total Liabilities &amp; Fund Balance/Net Position</b>	<b><u>\$ 173,137,193</u></b>	<b><u>\$ 154,514,857</u></b>	<b><u>\$ (18,622,336)</u></b>

**The Harris Center for Mental Health and IDD**  
**Notes to Statements Presented**  
Non-GAAP / Budgetary-Basis reporting  
**August 31, 2024**

**Balance Sheet**

**AA Cash and Investments**

The decrease in cash and cash equivalents is in line with normal operating conditions. We made an additional payment in August of \$7.8M related to the amended performance contract with HHSC primarily related to new bed rates at HCPC.

**BB Other Accounts receivable, and Patient A/R, net of allowance**

During the current month, the A/R accounts categories were reviewed and it was found that certain accounts were presented in the "Patient A/R" category when the most appropriate category should have been "Other A/R".

	As presented	Correct presentation	
	July - 2024	July - 2024	Net change
Accounts Receivable:			
Other A/R	\$ 31,361,173	\$ 33,028,496	\$ 1,667,323
Patient A/R, net of allowance	3,608,908	1,941,585	(1,667,323)
Total A/R	<u>\$ 34,970,081</u>	<u>\$ 34,970,081</u>	<u>\$ -</u>

**Other A/R**

The decrease in Other Accounts Receivable from July 2024 to August 2024 is due to the continued effort to collect on outstanding contract invoices.

**CC Capital assets, net**

During the current month, the capital assets categories were reviewed and it was found that reclassifications were needed to agree to the 08/31/2023 audited financial statements; in addition, to accurately reflect capital assets net balance, the accumulated depreciation of capital assets through the 08/31/2023 year-end was recorded. Additional entries are expected to record the impact of the FYE 2024 capital assets activity.

**DD Unearned Revenues**

Unearned income decreased due to continued recognition of state and federal revenue allocations.

**EE Accounts Payable and Accrued Liabilities**

The decrease in Accounts Payable and Accrued Liabilities is due to the regular timing of payments and primarily due to an additional \$4.8M owed to HCPC as of July 31, 2024 paid during August 2024 (amounts due on the new rates for existing beds under the new contract effective September 1, 2023).

**FF Accounts Payable and Accrued Liabilities, and Long-term liabilities**

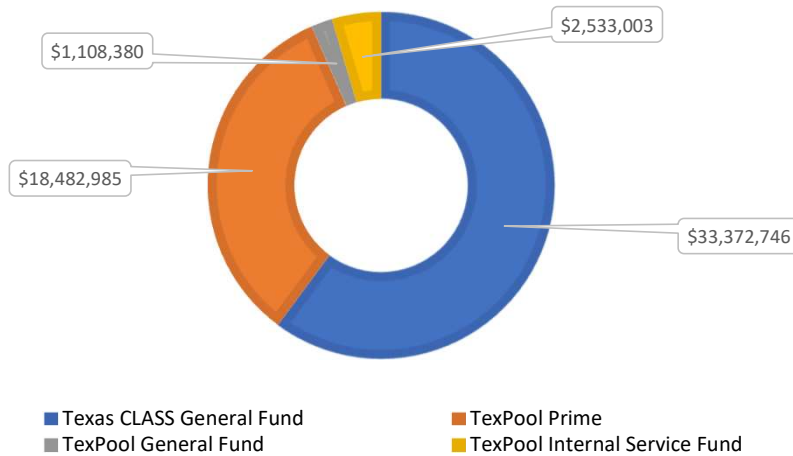
During the current month, the long-term liabilities category was reviewed to accurately reflect long-term liabilities accounts. Upon review, it was noted that the entire Accrued PTO Payable was presented as "Accrued liabilities" as opposed to presenting the long-term portion separately and only the amount due within one year in "Accrued liabilities".

	As presented	Correct presentation	
	July - 2024	July - 2024	Net change
Liabilities			
Unearned Revenues	\$ 24,504,332	\$ 24,504,332	\$ -
AP and Accrued Liabilities	24,535,559	16,288,973	(8,246,586)
Long term Liabilities	801,606	9,048,192	8,246,586
Total Liabilities	<u>\$ 49,841,497</u>	<u>\$ 49,841,497</u>	<u>\$ -</u>

**The Harris Center for Mental Health and IDD  
Investment Portfolio  
August 31, 2024**

<b>Local Government Investment Pools (LGIPs)</b>	<b>Beginning Balance</b>	<b>Transfer In</b>	<b>Transfer Out</b>	<b>Interest Income</b>	<b>Ending Balance</b>	<b>Portfolio %</b>	<b>Monthly Yield</b>
<i>Texas CLASS</i>							
Texas CLASS General Fund	\$ 32,533,826	\$ 11,400,000	\$ (10,748,493)	\$ 187,413	\$ 33,372,746	60.13%	5.45%
<i>TexPool</i>							
TexPool Prime	18,397,929	-	-	85,056	18,482,985	33.30%	5.46%
TexPool General Fund	1,103,415	-	-	4,965	1,108,380	2.00%	5.32%
TexPool Internal Service Fund	2,521,657	-	-	11,346	2,533,003	4.56%	5.32%
<i>TexPool Sub-Total</i>	<u>22,023,001</u>	<u>-</u>	<u>-</u>	<u>101,367</u>	<u>22,124,368</u>	<u>39.86%</u>	<u>5.44%</u>
<b>Total Investments</b>	\$ 54,556,827	\$ 11,400,000	\$ (10,748,493)	\$ 288,780	\$ 55,497,114	99.99%	5.44%
	Additional Interest on Checking Accounts			48,489			
	<b>Total Interest Earned during the current month</b>			<u>\$ 337,269</u>			

**Investment Portfolio Weight**



3 Month Weighted Average Maturity (Days)	1.00
3 Month Weighted Average Yield	5.44%
3 Month Rolling Weighted Average Daily Treasury Bill Rate (4 weeks)	5.24%
Interest Rate - Chase Hybrid Checking	3.70%
ECR - Chase	3.80%

This Investment Portfolio Report of The Harris Center for Mental Health and IDD as of August 31, 2024, is in compliance with the provisions of the Public Funds Investment Act (PFIA), Chapter 2256 of the Texas Government Code and the Investment Strategy approved by the Board of Trustees.

Approved:

*Thania D. Gonzalez*

Controller

**The Harris Center for Mental Health and IDD**  
**Monthly Report of Financial Transactions Related to Payments of Liabilities for Employee Benefits**  
**August 31, 2024**

<b>Vendor</b>	<b>Description</b>	<b>Monthly Not-To-Exceed <sup>(1)</sup></b>	<b>Aug-24</b>	<b>Fiscal Year to Date Total</b>
Lincoln Financial Group (LFG) <sup>(2)</sup>	Retirement Funds (401a, 403b, 457)	\$3,500,000	\$1,919,887	\$25,594,719
Blue Cross Blue Shield of TX	Health and Dental Insurance	\$3,200,000	\$2,470,642	\$29,795,389
UNUM	Life Insurance	\$300,000	\$204,247	\$2,482,315

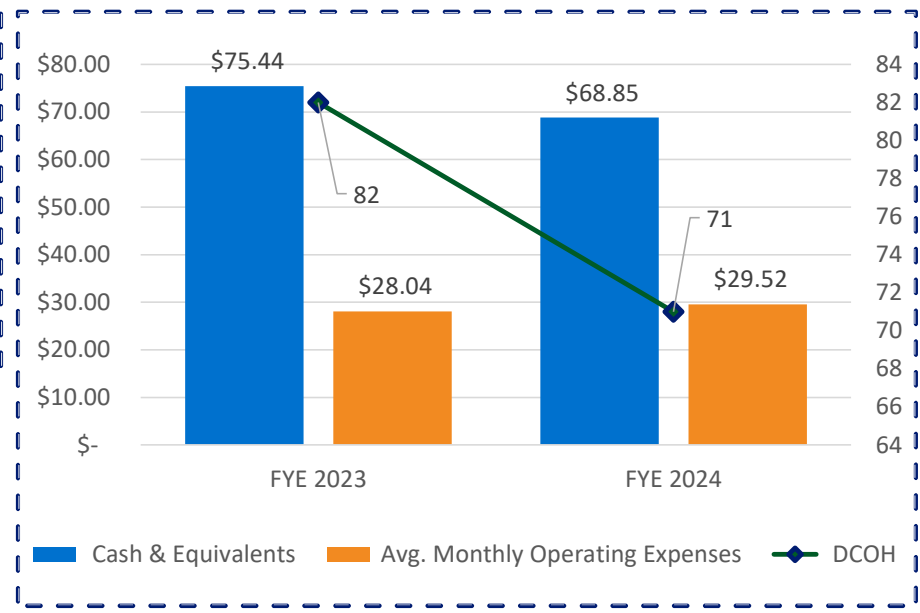
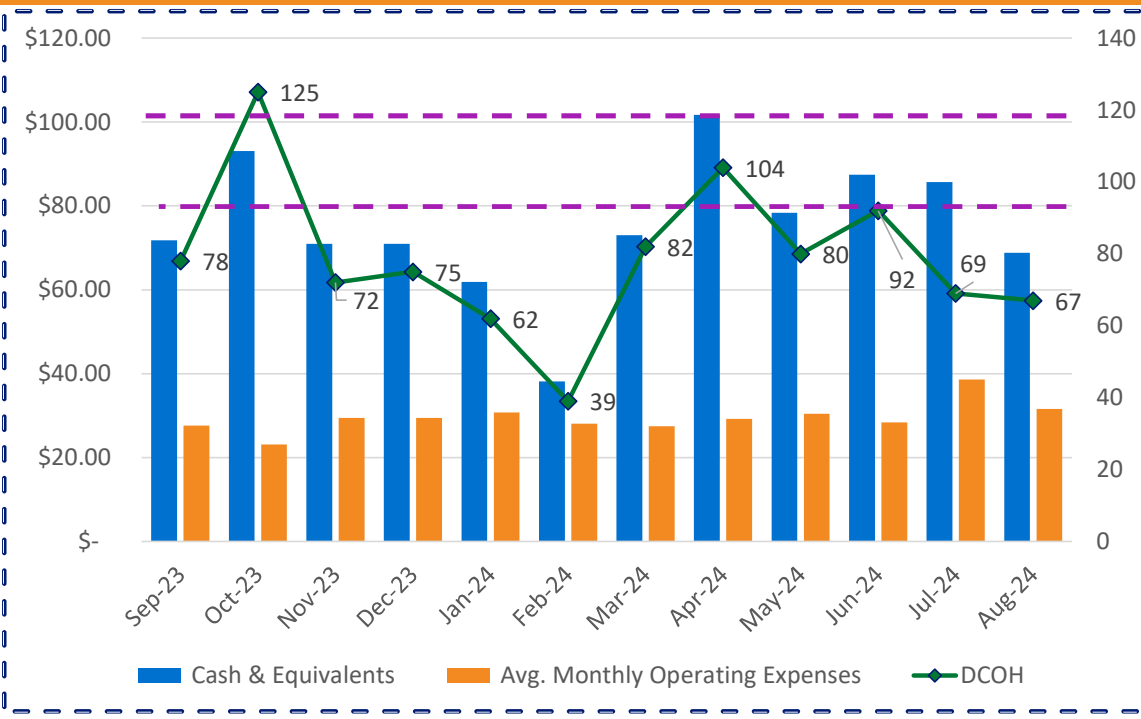
**Notes:**

<sup>(1)</sup> As established by the Board Resolution: Harris Center Board of Trustees Signature Authorization and Delegation Authority for Certain Items effective May 23, 2023.

<sup>(2)</sup> LFG payments include PP 08A & 08B

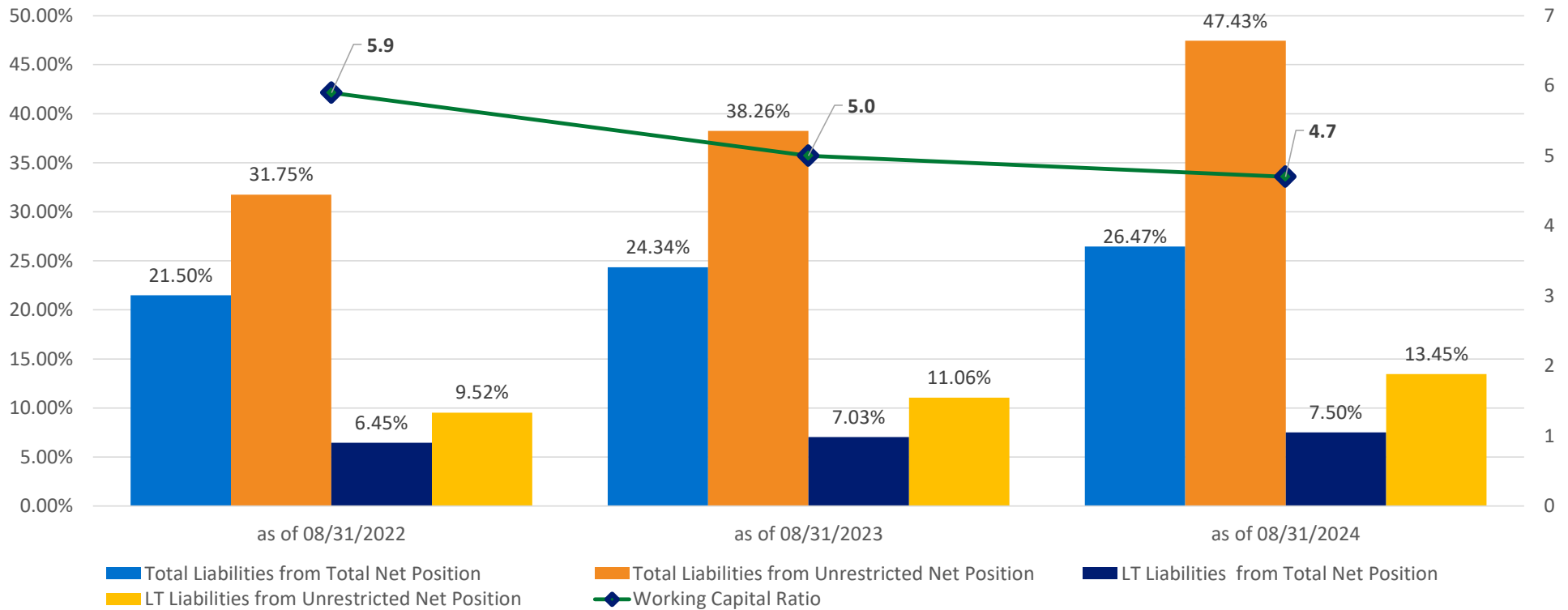
# Days-Cash-On-Hand (DCOH)– as of 08-31-2024

(amounts in millions)



DCOH = Cash & Equivalents @ Month End divided by Daily Operating Expenses

# Ratios – as of 08/31/2024

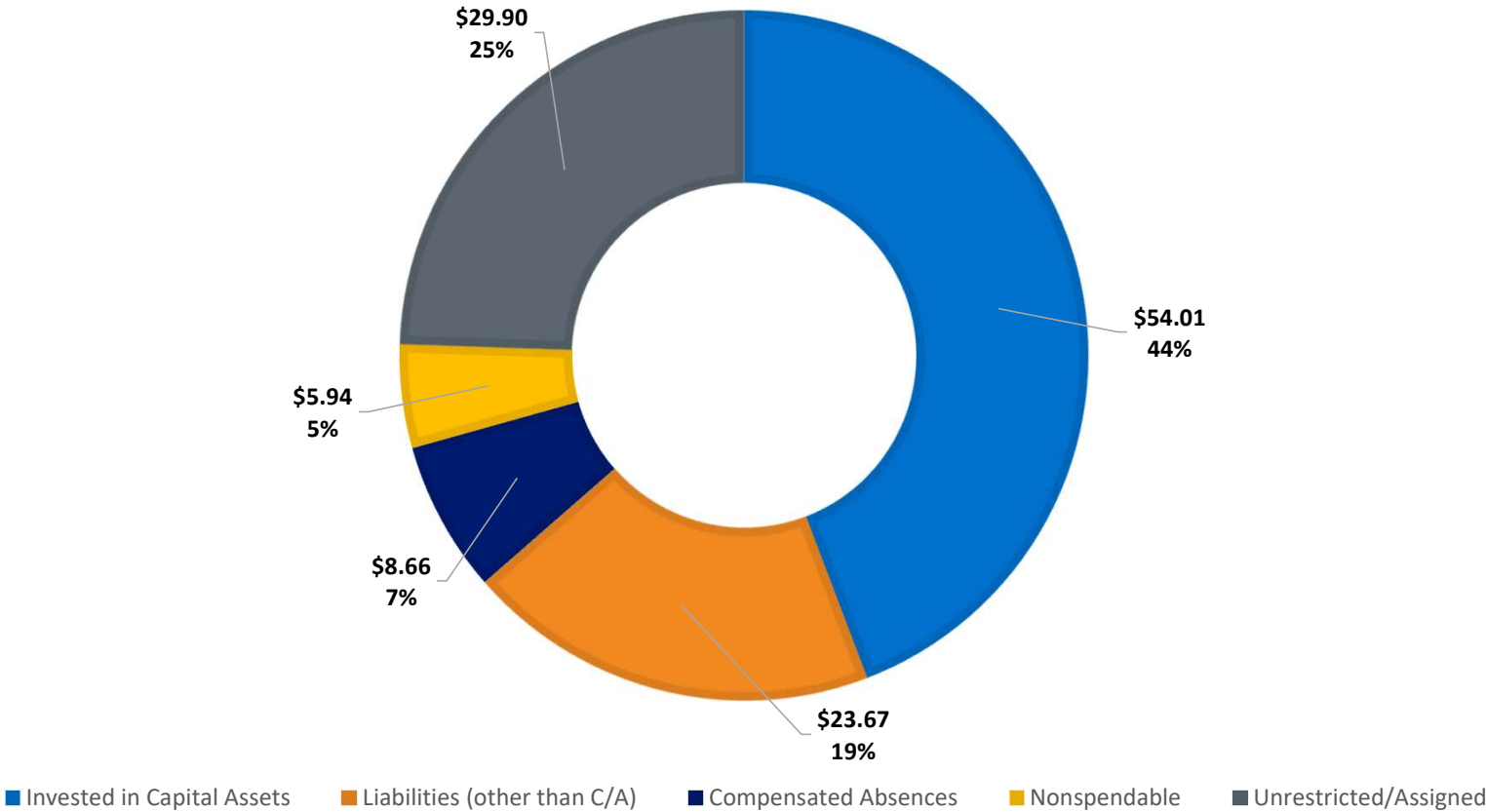


**LT Liabilities Included in Calculation:**

Accrued Compensated absences	\$ 8,414,876
Leases Liability - LT portion	722,722
Subscription-Based IT Arrangements Liability	31,077
	<u>\$ 9,168,675</u>

\*\*Working Capital Ratio = Current Assets/Current Liabilities

# Available Resources (in Millions) – as of 08-31-2024





# **EXHIBIT F-3**

## COMMUNITY HEALTH CENTER CO-APPLICANT AGREEMENT

This Co-Applicant Agreement ("Agreement") shall memorialize and reiterate the nature of the relationship between the Harris Center for Mental Health and IDD ("HARRIS CENTER") and the Harris Center for Integrated Care Co-Applicant ("HCIC") which shall be considered Co-Applicants ("Co-Applicants") as applicable to the Health Resources and Services Administration ("HRSA") Health Center Program for purposes of operating a community health center project in Harris County, Texas, and

WHEREAS, the HARRIS CENTER is a public agency under Texas law; and

WHEREAS, the HARRIS CENTER provides primary health care services to medically underserved communities and vulnerable populations in Harris County; and

WHEREAS, under the Community Health Center Program, and subject to its requirements, the HARRIS CENTER, as a public agency, may apply, in collaboration with a co-applicant governing body, to operate a health center project that provides a range of primary care and enabling services, as mandated by Section 330 of the Public Health Service Act, to medically underserved communities and vulnerable populations; and

WHEREAS, the HARRIS CENTER believes it can better serve these populations and otherwise expand services through HARRIS CENTER operating its outpatient clinical sites that constitute the community health center project in accordance with the HRSA Health Center Program; and

WHEREAS, the community health center project in-scope activities shall be referred to herein collectively as the "Community Health Center"; and

WHEREAS, the HARRIS CENTER's participation in the Health Center Program requires the HARRIS CENTER to comply with Section 330 of the Public Health Service Act, 42 C.F.R. Part 51c, 45 C.F.R. Part 75, and HRSA Health Center Program guidance, including but not limited to the HRSA Health Center Program Compliance Manual (the "Compliance Manual") (collectively, the "HRSA Programmatic Requirements"); and

WHEREAS, the Community Health Center shall be governed by the HCIC Board of Directors body, which provides the required community-based governance for the Community Health Center and otherwise meets the governing board requirements set forth in Chapters 19 and 20 of the Compliance Manual; and

WHEREAS, the existence of an independent HCIC that assumes specified authority and oversight responsibility over the Community Health Center is a legal requirement for the HARRIS CENTER's participation in the Health Center Program; and

WHEREAS, the oversight of the Community Health Center shall be undertaken in the manner specified in the HRSA Programmatic Requirements, recognizing the Co-Applicant status of the HCIC Board and HARRIS CENTER, a unit of local government; and

WHEREAS, the Parties wish to set forth in this Agreement, the authorities to be exercised by each Party and the shared responsibilities of the Parties with respect to the Community Health

Center project, in accordance with the HRSA Programmatic Requirements, other applicable law, and the HARRIS CENTER policies and procedures; and

NOW, THEREFORE, the HARRIS CENTER and the HCIC agree as follows:

1) Role of the HCIC.

a) Composition. As described in the HCIC's Bylaws, HCIC provides community-based governance and oversight of the HARRIS CENTER's Community Health Center project. The structure and composition of the HCIC Board shall be as follows:

- (1) A majority, at least fifty-one percent (51 %), of the HCIC Directors must be current, registered patients of the Community Health Center and must have accessed the Community Health Center in the past 24 months to receive at least one or more in-scope services(s), provided by a licensed independent practitioner exercising independent clinical judgment, that generated a health center visit, for which a bill was generated ("Patients"). A legal guardian of a dependent child or adult, or a legal sponsor of an immigrant, may also be considered a Patient for HCIC composition purposes. Patients must be residents of Harris County and must be individuals who, taken collectively, reasonably represent the Community Health Center's patients in terms of demographic factors such as race, ethnicity, disability and gender.
- (2) The remaining HCIC Directors shall be representative of the general community served by the Community Health Center, shall be residents of Harris County, and shall be selected for their skills, expertise and perspectives in, but not limited to, finance, legal affairs, business, health, managed care, social services, labor relations, and government. No more than one-half of such HCIC Directors may be individuals who derive more than ten percent (10%) of their annual income from the health care industry.
- (3) The HCIC Board of Directors shall consist of at least nine (9) and no more than twenty-five (25) Directors.
- (4) No HCIC Directors or their immediate family members (i.e. spouses, children, parents, or siblings through blood, marriage, or adoption), shall be an employee of the HARRIS CENTER.
- (5) The HCIC Board of Directors shall select HCIC Directors and officers in accordance with the election process and nominating process described in the HCIC's Bylaws. No other individual or entity, including but not limited to HARRIS CENTER, may appoint a majority of the HCIC Directors, a majority of the patient Directors, or the HCIC Board chair.
- (6) A HCIC Director may be removed in accordance with HCIC Bylaws.
- (7) The term of office for HCIC Directors pursuant to HCIC Bylaws shall be two (2) years. A Director shall be limited to no more than three (3) consecutive terms of membership. The effective date of membership corresponds to the date of appointment.

b) Governance Authorities and Responsibilities

The HCIC shall have authority and responsibility for the Community Health Center activities as set forth below.

1. The HARRIS CENTER as a Public Agency. In accordance with the HRSA Programmatic Requirements, the HARRIS CENTER and the HCIC recognize that the HARRIS CENTER as a public agency is constrained by law in the delegation of certain government functions to other entities, and thus the HARRIS CENTER is permitted to retain authority over certain policies for the operation of the Community Health Center. Specifically, the HARRIS CENTER as a public agency center shall retain authority for the establishment of the following types of general policies for the Community Health Center project:
  - a. Fiscal Policies
    - i. Internal control procedures to ensure sound financial management procedures.
    - ii. Purchasing policies and standards.
  - b. Personnel Policies
    - i. Employee selection, performance review/evaluations and dismissal procedures.
    - ii. Employee compensation, including wage and salary scales and benefit packages.
    - iii. Position descriptions and classification.
    - iv. Employee grievance procedures.
    - v. Equal opportunity practices
2. Collaborative Exercise of Authority. While the HARRIS CENTER, a public agency, shall be the recipient of the HRSA Health Center Program grant and accountable for carrying out the approved Community Health Center scope of project, the term "co-applicant" is used to reflect that the HARRIS CENTER, as a public agency, would not qualify on its own as meeting all the Health Center Program governance requirements. Both the HARRIS CENTER and the co-applicant HCIC collectively carry out the Health Center Program project. The HCIC Board of Directors, however, retains the ultimate decision-making on duties and authorities beyond the general types of fiscal and personnel policies described above. The co-applicant arrangement allows for the HCIC and the HARRIS CENTER to work collaboratively in the exercise of governance responsibilities.
3. Adoption of Policies. Subject to the HARRIS CENTER's fiscal and personnel policies, the HCIC shall adopt the Community Health Center's policies concerning: (i) hours of operation; (ii) health services provided; (iii) quality-of-care audit procedures; (iv) in the event of relocation or redevelopment of the physical plant, the locations of the service site(s); (v) the sliding fee discount program and billing/collections policies; and (vi) quality improvement/assurance;
4. Chief Executive Officer. The HARRIS CENTER's Chief Executive Officer shall serve as the Chief Executive Officer of the Community Health Center project. Subject to the Harris Center's personnel policies, the Harris Center's Board of Trustees shall have final authority to select, remove and evaluate the Chief Executive Officer of the Community Health Center. The Chief Executive Officer of the community health center project shall be distinct from the Harris Center Integrated Care Director of Operations, who shall serve as the Project Director, as described below in Section c1.
5. Approval of the Annual Budgets. Subject to the HARRIS CENTER's fiscal policies, the HCIC shall have authority to approve the Community Health Center's annual operating and capital budget, consistent with this Agreement.
6. Financial Management Protocol. Subject to and consistent with this Agreement, the HCIC and the HARRIS CENTER Board of Trustees shall establish a written protocol

regarding the adoption and periodic updating of policies for the financial management practices of the Health Center (including a system to assure accountability for the Community Health Center's resources, provision of an annual audit, long-range financial planning, and accounting procedures). The HCIC Board shall monitor the financial status of the Community Health Center, including reviewing the results of the annual audit, and ensuring appropriate follow-up actions are taken.

7. Evaluation of the Community Health Center Project's Activities and Achievements. On at least an annual basis, the HCIC, in conjunction with the HARRIS CENTER, shall conduct an evaluation of the Community Health Center project's activities and achievements and recommend, as necessary, revision of the Community Health Center project's goals, objectives and strategic plan.
8. Approval of Applications. The HCIC shall approve applications related to the Health Center Program project, including but not limited to HRSA grant applications and applications to change the scope of the Health Center Program project.
9. Compliance. The HCIC, in conjunction with the HARRIS CENTER, shall assure the Community Health Center project's compliance with applicable federal, state and local laws, regulations and policies, including but not limited to the HRSA Programmatic Requirements. The HARRIS CENTER shall provide the HCIC with periodic reports regarding the Community Health Center project's legal and regulatory compliance program. On a regular basis, the HCIC shall evaluate the Community Health Center project's compliance activities and recommend, as necessary, the revision, restructuring, or updating of the compliance program by the HARRIS CENTER. The HCIC Board understands and agrees that the HCIC shall operate in a manner consistent with the HARRIS CENTER Compliance Program and with the applicable policies (e.g., patient privacy, confidentiality, whistleblowers, etc.). The HCIC Board further understands and agrees that HCIC may be subject to monitoring, audit, and investigation by the HARRIS CENTER Compliance Officer and other Compliance Department staff. The HCIC Board agrees to collaborate with any such efforts.
10. Quality Management. The HCIC shall evaluate the quality management programs developed and recommended by the staff of the Community Health Center project and approved by the HARRIS CENTER'S Board of Trustees. The HCIC shall be integrated into the HARRIS CENTER's quality management activities related to the Community Health Center project, including audits and state quality management reporting requirements. Quality management reports shall be shared periodically between the HCIC and the HARRIS CENTER's employees and Board members responsible for quality management matters at the Community Health Center project. The Health Center's Integrated Care Director of Operations Director shall, as appropriate, report to the HCIC on matters concerning the quality of the medical services provided by the Health Center. The HCIC Board shall evaluate the Community Health Center's performance based on quality assurance/quality improvement assessments and other information received from the Harris Center Integrated Care Director of Operations and other HARRIS CENTER staff, and ensuring appropriate follow-up actions are taken regarding achievement of project objectives, service utilization patterns, quality of care; efficiency and effectiveness of the Community Health Center, and patient satisfaction, including addressing any patient grievances.
11. Personnel Policies. Subject to and consistent with this Agreement, the HCIC ratifies and adopts the personnel policies and regulations developed and approved by the

HARRIS CENTER (and as modified, revised or amended by the HARRIS CENTER) including, but not limited to, employee selection, performance review, evaluation, discipline and dismissal procedures, employee compensation, wage, salary and benefits, position descriptions and classifications, employee grievance procedures and processes, and equal employment opportunity practices.

12. Standards of Conduct. The HCIC Board of Directors shall operate in a manner consistent with the Standards of Conduct, which shall align with the HRSA Conflicts of Interest Policy.
13. Independence. Neither this Agreement nor the organizational structure and documents for HCIC shall allow for any other individual, entity or committee (including, but not limited to, the HARRIS CENTER and/or an executive committee authorized by the HCIC Board) to reserve approval authority or have veto power over the HCIC Board with regard to the Board's required authorities and functions, as described above in this Section 1(b). Accordingly, this Agreement shall not restrict or infringe upon the HCIC Board's required authorities and functions, as set forth in Chapter 19 of the Compliance Manual, with the understanding that HARRIS CENTER, as a public agency, may reserve approval authority with regard to the personnel policies and the financial management and accounting policies which pertain to the Community Health Center operations.

c) Duties and Evaluation of the Harris Center Integrated Care Director of Operations

1. Duties. The Harris Center Integrated Care Director of Operations (a HARRIS CENTER employee) shall serve as the Project Director for the Community Health Center project and shall have responsibility for the general care, management, supervision, and direction of the Community Health Center project's affairs, consistent with the priorities and policies established by the HCIC and the HARRIS CENTER. The Harris Center Integrated Care Director of Operations shall report directly to the HCIC and shall act in that capacity in accordance with the best interests of the Community Health Center project, regardless of and notwithstanding any employment arrangement between the Harris Center Integrated Care Director of Operations and the HARRIS CENTER. The Harris Center Integrated Care Director of Operations shall be responsible for the proper administration of all personnel policies applicable to the Health Center. The Harris Center Integrated Care Director of Operations also have the authority to administer all contracts for goods and services as required for the operation of the Community Health Center project, subject to the laws and policies applicable to the HARRIS CENTER's procurement and purchasing, the Health Center approved budget, and the laws and policies applicable to the HARRIS CENTER'S administration of the budget and contracts.
2. Evaluation. The HCIC shall review the Integrated Care Director of Operations' performance annually and shall comply with all applicable personnel, and other employment related requirements of the HARRIS CENTER. The review shall be coordinated and conducted by the HCIC's Executive Committee. The report of the annual review shall be submitted to the full HCIC Board and to the HARRIS CENTER's Health Services Agency.

d) Selection, Approval, and Removal of the Harris Center Integrated Care Director of Operations.

1. Search Committee.
  - a. The Search Committee shall include representatives of the HCIC and the HARRIS CENTER.

- b. The Search Committee shall evaluate and conduct preliminary interviews of candidates for the Harris Center Integrated Care Director of Operations in accordance with the HARRIS CENTER's personnel policies and procedures.
  - c. The Search Committee shall recommend one or more candidates from those individuals previously evaluated and interviewed for presentation to the HCIC.
2. Selection and Approval. Subject to the HARRIS CENTER's personnel and hiring policies, the HCIC shall have authority to select and remove the Harris Center Integrated Care Director of Operations. The HARRIS CENTER retains approval over the selection to the extent that it is administering the legal employment of the individual.
3. Removal.
- a. In accordance with the HARRIS CENTER's personnel policies, the Executive Committee identified in the HCIC Bylaws shall develop criteria for removal of the Harris Center Integrated Care Director of Operations, which will be presented to the full HCIC for approval.
  - b. Subject to the HARRIS CENTER's personnel policies and related requirements, the HCIC shall have authority to require the removal of the Harris Center Integrated Care Director of Operations from his or her position based on the criteria developed by the Executive Committee and approved by the HCIC Board.
- 2) Role of the HARRIS CENTER.
- a) Notwithstanding the terms of this Agreement or the Bylaws of HCIC, neither Party shall take any action inconsistent with the HARRIS CENTER's authority to manage:
    - 1. Fiscal Controls.
      - a. The HARRIS CENTER shall develop and shall provide preliminary recommendation for the annual operating and capital budgets of the Community Health Center. The Harris Center Board of Trustees shall recommend such budgets to the HCIC for review and final approval. In the event that the HCIC does not approve the recommended budget, the HARRIS CENTER and the HCIC shall meet and confer to develop an appropriate budget that is satisfactory.
      - b. The Parties shall not materially deviate from the adopted budget except that, consistent with HARRIS CENTER financial management and accounting systems, the HARRIS CENTER, as the public agency, may modify planned fiscal activities if there is a reduction in available resources (e.g. decreased levels of reimbursement, diminished revenues, or adverse labor events). The HARRIS CENTER shall immediately notify the HCIC of any budgetary change that would materially modify the budget.
      - c. The HARRIS CENTER shall be solely responsible for the management of the financial affairs of the Community Health Center project, including capital and operating borrowing.
      - d. The HARRIS CENTER shall have sole authority to develop and implement financial policies and controls related to the Community Health Center, in consultation with the HCIC, as set forth in this Agreement.
      - e. All funds received for services provided and all income otherwise generated by the Community Health Center, including fees, premiums, third-party reimbursements and other state and local operational funding, and Section 330 grant funds, revenue received through fees and collections ("Program Income"), as well as all Program Income greater than the amount budgeted ("Excess Program Income"), shall be under the control of the HARRIS CENTER. All Program Income and Excess Program Income shall be used to further the goals of the Community Health Center's federally

- approved project and consistent with the policies and priorities established by the HCIC. Excess Program Income may not be used to supplant other HARRIS CENTER operating funds, whether designated for health or not, and must be retained for use to further the goals of the Community Health Center project.
- f. The HARRIS CENTER shall have sole authority to receive, manage, allocate, and disburse, as applicable, revenues necessary for the operation of the Health Center, consistent with this Agreement and federal grant funding and other guidelines, including the Uniform Guidance (45 CFR Part 75) that applies to funding from the U.S. Department of Health and Human Services.
2. Funding From Governmental and Charitable Sources. Neither Party shall take any action that would negatively impact the HARRIS CENTER's funding from federal, state, or local sources or financial support from foundations or other charitable organizations.
3. Employer-Employee Relations.
- a. Subject to the limitation of this Agreement regarding the selection, evaluation, approval and removal of the Health Center's Integrated Care's Chief Executive Officer, the HARRIS CENTER shall have sole authority over employment matters and development and approval of personnel policies and procedures, including but not limited to, the selection, discipline and dismissal, salary and benefit scales, employee grievance procedures and processes, equal employment opportunity practices, labor disputes and other labor and human resources issues, as well as agreements for the provision of staff who are employees of other agencies or organizations. Consistent with this Agreement, the HCIC shall ratify and adopt the personnel policies and procedures developed and approved by the HARRIS CENTER.
- b. The Harris Center Integrated Care's Chief Executive Officer shall be an employee of the HARRIS CENTER. Removal of the Harris Center Integrated Care's Chief Executive Officer by the HCIC pursuant to this Agreement shall not constitute a termination of employment by the HARRIS CENTER nor impede the continuation of the Chief Executive Officer's employment relationship with the HARRIS CENTER.
- b) Operational Responsibilities. Subject to the governance responsibilities exercised by the HCIC as administered by the Chief Executive Officer and the Harris Center Integrated Care Director of Operations, the HARRIS CENTER shall conduct the day-to-day operations of the Community Health Center project. Such operational responsibilities shall include but not be limited to:
1. Applying for and maintaining all licenses, permits, certifications, accreditations and approvals necessary for the operation of the Community Health Center.
  2. Receiving, managing and disbursing, as applicable, revenues of the Community Health Center project consistent with the approved budget for the Community Health Center project. The HARRIS CENTER shall not be required to disburse funds for any expenditure not authorized by the approved budget.
  3. Subject to the limitations set forth in this Agreement, employing or contracting personnel to perform all clinical, managerial, and administrative services necessary to assure the provision of high-quality health care services to the Community Health Center project's patients.
  4. Subject to the limitations set forth in this Agreement, managing and evaluating all Community Health Center project staff and, if necessary, disciplining, terminating or removing such staff pursuant to the HARRIS CENTER's personnel policies and processes.



5. Preparing and submitting cost reports, supporting data, and other materials required in connection with reimbursement under Medicare, Medicaid, and other third-party payment contracts and programs.
  6. Providing for the annual audit of the Community Health Center project, which shall be undertaken in consultation with the HCIC in accordance with this Agreement, consistent with the requirements of 45 C.F.R. Part 75, and the compliance supplement applicable to the consolidated Health Center Program to determine, at a minimum, the fiscal integrity of financial transactions and reports and compliance with HRSA Programmatic Requirements and the fiscal policies of the HARRIS CENTER.
  7. Preparing monthly financial reports, which shall be submitted to the HCIC, and managing financial matters related to the operation of the Community Health Center.
  8. Developing and managing internal control systems, in consultation with the HCIC as set forth in this Agreement (as applicable), in accordance with sound management procedures and Section 330 that provide for:
    - a. eligibility determinations,
    - b. development, preparation, and safekeeping of records and books of account relating to the business and financial affairs of the Community Health Center;
    - c. separate maintenance of the Health Center's business and financial records from other records related to the finances of the Health Services Agency so as to ensure that funds of the Community Health Center may be properly allocated;
    - d. accounting procedures and financial controls in accordance with generally accepted accounting principles;
    - e. a schedule of charges and partial payment schedules (i.e., a sliding fee schedule of discounts) for services provided to certain uninsured and underinsured patients with annual incomes at or below 200% of the federal poverty level guideline, and a full discount for those with annual incomes at or below 100% of the federal poverty guideline; however, the HCIC may elect to adopt a nominal fee policy for those with annual incomes at or below 100% of the federal poverty level guideline, provided that such nominal fee does not constitute a barrier to access to care and provided further that HCIC shall also adopt a policy for the waiver of the nominal fee for those who cannot pay it.;
    - f. billing and collection of payments for services rendered to individuals who are: (1) eligible for federal, state or local public assistance; (2) eligible for payment by private third-party payors and (3) underinsured or uninsured and whose earnings fit the low-income criteria; and
    - g. compliance with the HRSA Compliance Manual and any other guidelines, as applicable.
  9. Establishing and approving policies applicable to the Community Health Center, with the exception of those policies that must be established and approved autonomously by the HCIC Board, as set forth herein and otherwise in accordance with Chapter 19 of the Compliance Manual.
  10. Establishing ongoing quality improvement programs, with the understanding that the applicable policies must be approved by the HCIC Board.
  11. Ensuring the effective and efficient operation of the Community Health Center.
- 3) Mutual Obligations
- a) Compliance with Laws and Regulations. The Parties shall have a mutual commitment and responsibility to work together to ensure that the Community Health Center provides care in compliance with all applicable federal, state and local laws, policies and regulations.
  - b) Financial Responsibility. Each Party agrees not to undertake expenditures in excess of the authorized budget and the available resources and to recognize the HARRIS CENTER's

- responsibility with respect to the Fiscal Controls and related financial matters described in this Agreement.
- c) Expenses of Parties. The expenses of the HARRIS CENTER and the HCIC incurred in carrying out its respective obligations for governance and operation of the Community Health Center pursuant to this Agreement shall be considered expenses incurred in furtherance of the Community Health Center project and thus shall be reimbursed in accordance with applicable program requirements and the fiscal policies of the HARRIS CENTER.
- d) Record-Keeping and Reporting.
1. Each Party shall maintain records, reports, supporting documents and all other relevant books, papers and other documents to enable the Parties to meet all Health Center-related reporting requirements. Records shall be maintained for a period of seven (7) years from the date this Agreement expires or is terminated, unless state and/or federal law requires that records be maintained for a period greater than the seven (7) year period specified herein ("the retention period"). If an audit, litigation, or other action involving the records is started before the end of the retention period, the Parties agree to maintain the records until the end of the retention period or until the audit, litigation, or other action is completed, whichever is later. The Parties shall make available to each other, DHHS and the Comptroller General of the United States, the Texas Department of Health Care Services, the Office of the Comptroller of the State of Texas or any of their duly authorized representatives, upon appropriate notice, such records, reports, books, documents, and papers as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to each Party's personnel for purposes of interview and discussion related to such documents.
  2. Confidentiality. Subject to the HARRIS CENTER's obligations, if any, to make public its records in accordance with applicable law, the Parties agree that all information, records, data, and data elements collected and maintained for the administration of this Agreement (in any form, including, computer diskettes or other storage devices) shall be treated as confidential and proprietary information. Accordingly, each Party shall take all reasonable precautions to protect such information from unauthorized disclosure; however, nothing contained herein shall be construed to prohibit any authorized Federal or other appropriate official from obtaining, reviewing, and auditing any information, record, data, and data element to which (s)he is lawfully entitled. The HCIC Board of Directors and the HARRIS CENTER (and its directors, officers, employees, agents, and contractors) shall maintain the privacy and confidentiality of all protected health information ("PHI") of the patients receiving care provided by the Community Health Center, in accordance with all applicable state and federal laws and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA").
  3. Medical Records. The Parties agree that the HARRIS CENTER, as the operator of the Community Health Center, shall retain ownership of all medical records established and maintained relating to diagnosis and treatment of patients served by the Community Health Center.
- e) Insurance.
1. The HARRIS CENTER shall maintain Professional Liability Insurance, Malpractice, Director & Officers Insurance, Workers' Compensation Insurance, and General Liability, Property Damage Insurance and all other necessary insurance to cover Community Health Center activities to extend throughout the term of this agreement.
  2. Directors' and Officers' Insurance for the HCIC shall be required.

- f) Ownership of Property Acquired with Grant Funds. The provisions of 45 C.F.R. S 74.40, et seq., apply to tangible property acquired with HRSA federal grant funds. The Parties agree that the HARRIS CENTER shall be the title holder to all property purchased with grant funds. The Parties acknowledge that items purchased with federal grant funds may be subject to Notices of Federal Interest which may affect disposition of assets during and after their useful life, irrespective of depreciation schedules. The HARRIS CENTER will be responsible for adherence to Notice of Federal Interest requirements.
- 4) Governing Law.
- a) Applicable Laws, Regulations and Policies. This Agreement shall be governed and construed in accordance with applicable Federal laws, regulations, and policies. In addition, each Party covenants to comply with all applicable laws, ordinances and codes of the State of Texas and all licensing standards and applicable accreditation standards.
- b) New HRSA Directives. The Health Center's Integrated Care Director of Operations shall submit promptly to each Party any directives or policies that are received from HRSA after execution of this Agreement and are pertinent to applicable Section 330 grants, and the Parties shall comply with such additional directives/policies, as they become applicable.
- c) Non-Discrimination. The Officers, Directors, committee members, employees and persons serviced by the HCIC shall be selected entirely on a non-discriminatory basis with respect to race, sex, sexual orientation, gender identity, religion, national origin, physical disability, or age. By signing this Agreement, the HCIC agrees to comply with the HARRIS CENTER's Equal Employment Policy and all related personnel policies as well as all related federal requirements.
- 5) Term. This Agreement shall remain in effect during the project period of any Section 330 grant award designation that the HARRIS CENTER receives with the HCIC Board of Directors as its co-applicant, unless terminated at an earlier date in accordance with the terms of Section 6 of this Agreement. Both Parties acknowledge and agree that if the Agreement is terminated, the Community Health Center project will cease to be in compliance with HRSA Programmatic Requirements which would jeopardize the HRSA grant award.
- 6) Termination.
- a) Immediate Termination. This Agreement shall terminate immediately upon the non-renewal or termination of the Section 330 grant.
- b) For Cause Termination. The HARRIS CENTER may terminate this Agreement "for cause" in the event that the HCIC Board fails to meet its material obligations under this Agreement. Such "for cause" termination shall require ninety days prior written notice of intent to terminate during which period the HCIC Board may cure such failure or demonstrate that no such failure has occurred. Any dispute between the Parties regarding whether a breach of a material obligation has occurred, or that such a breach has been satisfactorily cured, will be resolved in accordance with this Agreement.
- c) Termination by Mutual Agreement. This Agreement may be terminated upon the mutual approval of the Parties in writing.
- 7) Dispute Resolution and Mediation. The Parties shall first attempt to resolve any dispute or impasse in decision-making arising under or relating to this Agreement by informal discussions between the Chief Executive Officer of the Community Health Center and the Chair of the HCIC Board of Directors. In a reasonable time following such discussions (not to exceed thirty (30) days), any dispute or impasse in decision-making shall be resolved by mediation. If the Parties are unable to resolve the dispute through mediation, either Party may pursue any remedy available at law.
- 8) Notices. All notices permitted or required by this Agreement shall be deemed given when made in writing and delivered personally or deposited in the United States Mail, first class postage

prepaid, Certified and Return Receipt Requested, addressed to the other Party at the addresses set forth below, or such other addresses as the Party may designate in writing:

For Co-Applicant:

Shaukat Zakaria  
HARRIS CENTER Integrated Community Health Centers Co-Applicant HCIC  
9401 Southwest Freeway  
Houston, TX 77074

For Community Health Center Operations:

Harris Center Integrated Care Director of Operations  
9401 Southwest Freeway  
Houston, TX 77074

For HARRIS CENTER for Mental Health & IDD

Chief Executive Officer  
9401 Southwest Freeway  
Houston, TX 77074

9) Severability.

The terms of this Agreement are severable, and the illegality or invalidity of any term or provision shall not affect the validity of any other term or provision, all of which shall remain in full force and effect.

10) Amendments.

The Parties may agree to amend this Agreement which shall be in writing and signed by the Parties.

11) Waiver.

No provision of this Agreement shall be waived by an act, omission or knowledge of a Party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer or representative of the waiving Party.

12) Third-Party Beneficiaries.

None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party, including, without limitation, any creditor of either Party. No third-party shall obtain any right under any provision of this Agreement or shall by reason of any provisions make any claim relating to any debt, liability, obligation or otherwise against any Party to this Agreement.

13) Force Majeure.

In the event either Party is unable to timely perform its obligations hereunder due to causes that are beyond its control, including, without limitation, strikes, riots, earthquakes, epidemics, war,

fire, or any other general catastrophe or act of God, neither Party shall be liable to the other for any loss or damage resulting therefrom.

14) Co-Applicant HCIC Bylaws.

Duly approved bylaws have been enacted by the HCIC and are party to this Agreement articulating an enduring structure and scope of authority guiding the activities of the HCIC. Those bylaws mirror this Agreement and are intended for the regulation of the HCIC and shall be regarded as rules and regulations of the HCIC.

15) Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and no statements, promises or inducements made by a Party or by agents of either Party which are not contained in this Agreement shall be valid or binding.

Execution:

In witness whereof, the Parties have executed this agreement below by their duly authorized representatives.

The Harris Center Integrated Care

The Harris Center for Mental Health & IDD

\_\_\_\_\_  
Shaukat Zakaria, Chair

\_\_\_\_\_  
Wayne Young, MBA, LPC, FACHE  
Chief Executive Officer

\_\_\_\_\_  
Dr. Robin Gearing, Board Chair  
The Harris Center for Mental Health & IDD

APPROVED AS TO FORM:

\_\_\_\_\_  
Kendra Thomas, JD, LPC  
General Counsel

# **EXHIBIT F-4**

# **THE HARRIS CENTER FOR INTEGRATED HEALTH CARE BYLAWS**

## **ARTICLE I NAME AND OFFICES**

The name of this nonprofit corporation shall be The Harris Center for Integrated Care Co-Applicant, hereafter the "HCIC." The main office of the HCIC shall be 9401 SW Freeway, Houston, TX 77074. The HCIC Board of Directors (the "Board") shall function as the co-applicant governing body for the community health center project operated via the Harris Center for Mental Health and IDD ("HARRIS CENTER"), which is a public agency under Texas law.

## **ARTICLE II STATEMENT OF PURPOSE**

The purpose of the HCIC is to provide governance authority and administrative oversight of a community health center project that delivers cost-effective, quality health care in a nondiscriminatory, compassionate, and professional manner, regardless of an individual's ability to pay. The HCIC supports and encourages the integrated use of community volunteers and advocacy for health care services for the medically uninsured and underinsured low income, working poor, and homeless of the community. The goal of the HCIC is to improve the lives and health of low income, uninsured and underinsured individuals in Harris County. This goal will be accomplished by ensuring the community health center project provides:

- Quality medical care
- Quality mental health care including substance use services
- Quality dental care
- Low-cost pharmacy services

**Mission Statement:** The community health center project, which may be referred to hereinafter as the "Community Health Center", provides a range of primary health care services that promote and support the health and wellness of Harris County residents.

We accomplish this by;

- Bringing together medical, dental, mental health, and addiction services
- Offering care that is inclusive and available to anyone regardless of insurance status, economic status, language, age or health status
- Providing services at defined in-scope clinic locations in Harris County
- Working together with patients/consumers/clients to have them involved in decisions and actions to improve their health
- Coordinating community partnerships to provide a broader range of services than can be offered by the Community Health Center alone
- Intentionally committing to being a leader in changing health care delivery by modeling an integrated health home that provides access to quality care
- Evaluating the primary care services including services utilization patterns and productivity

**ARTICLE III  
PHILOSOPHY OF SERVICES**

The community health center project is guided by the priorities of the Quadruple Aim:

- Improved population health
- Better consumer experience of care
- Controlled costs
- The well-being of the caregivers

In order to realize the community health center project's philosophy, the following overall goals form the basis of program planning and implementation:

1. Low-cost health care is provided using a sliding discount scale, based on a community referral system, and the maintenance of an adequate budget to fund the needs of the non-paying patient. A community referral system is defined as referrals that are received by private and public social service agencies, health care providers, self-referrals, hospitals, law enforcement, faith-based institutions, individuals, and community members.
2. Non-discriminatory health care is afforded through varied hours, as well as wheelchair accessibility to the premises, and compliance with all other legal and reporting requirements.
3. A high standard of professional health care is provided by the careful selection and retention of qualified, culturally competent personnel, ongoing staff development, and the maintenance of a well-equipped and aesthetically pleasing setting.
4. Confidentiality is guaranteed by the presence of a professionally trained staff and the secure location of medical files, and the compliance on the part of the Community Health Center and its personnel with the Health Insurance Portability and Accountability Act (HIPAA) and all other state and federal confidentiality rules and laws.
5. The Community Health Center provides patient education, which focuses on patients' rights, consumerism, and health maintenance, disease prevention, appropriate use of the health care system, and health promotion.
6. Community volunteers are used wherever professionally appropriate but must meet the same professional rigors as employed personnel.

**ARTICLE IV  
PRIORITY FUNCTION AND SERVICES**

Based on the financial and organizational capacity of the Community Health Center, the following prioritized services are provided pursuant to specific program policy:

1. Outpatient ambulatory primary medical, dental, and behavioral health care, and other required services under Section 330 of the Public Health Service Act, for all patients regardless of ability to pay, including but not limited to persons with coverage via Medicaid/Medicare and the Texas Health and Human Services Health Plans who have problems accessing care, persons without health insurance who also do not qualify for Medicaid or Medicare, and other medically underserved communities and vulnerable populations.



2. Pharmaceutical services.
3. Outreach services, with a focus on outreach services for persons who are homeless, migrant, or immigrants.
4. Eligibility assistance.
5. Enabling services (e.g., translation and transportation).
6. Referrals when medically indicated.
7. Health promotion and wellness education, disease prevention/patient advocacy.

## ARTICLE V RESPONSIBILITY

The HARRIS CENTER is a public entity and, as grantee of a federal award from the Health Resources and Services Administration (“HRSA”) the Health Center Program, established under Section 330 of the Public Health Service Act, retains the responsibility of establishing and implementing fiscal and personnel policies for the operation of the community health center project. The HCIC retains the ultimate decision making on duties and responsibilities beyond the general types of fiscal and personnel policies.

The HCIC Board will be knowledgeable about marketplace trends and shall have the responsibility for ensuring that the HCIC survives in its marketplace while it pursues its mission.

The Board shall have responsibility for autonomously exercising the following authorities, consistent with Chapter 19 of the HRSA Health Center Program Compliance Manual:

1. Approves the selection and dismissal of the Harris Center Integrated Care Director by means of a Search Committee consisting of representatives of the HCIC and the HARRIS CENTER. The selection and dismissal will be exercised in accordance with the Search Committee’s established criteria, the HARRIS CENTER personnel policies and procedures, and the Federal grant. The Harris Center Integrated Care Director shall be an employee of HARRIS CENTER and shall serve as the project director for the Community Health Center.
2. Conducts the annual review and evaluation of the Harris Center Integrated Care Director’s performance in accordance with established criteria and personnel policies.
3. Considers preliminary recommendations for the annual operating and capital budget for the Community Health Center as presented by the HARRIS CENTER Board of Trustees for final review and approval by the HCIC Board.
4. Monitor the financial status of the Community Health Center, including reviewing the monthly financial summaries and the results of the annual audit, and ensuring appropriate follow-up actions are taken.
5. Evaluates the Community Health Center’s activities, including service utilization patterns, productivity of the Community Health Center, patient satisfaction, achievement of the Community Health Center’s objectives, and development of a process for hearing and resolving patient grievances.
6. Assures that the Community Health Center is operated in compliance with applicable federal, state, and local laws and regulations.
7. Adopts the health care policies applicable to the Community Health Center, including scope and availability of services, location and hours of services.
8. Adopts policies applicable to the Community Health Center project in the following areas: [Sliding Fee Discount Program](#), [Quality Improvement/Assurance](#), and [Billing and](#)

Collections.

9. Reviews and approves the Community Health Center grant applications and change in scope requests in accordance with the HARRIS CENTER's fiscal and budgetary system.
10. Develops a short-term and long-term strategic plan.

HCIC's organizational structure do not allow for any other individual, entity (including, but not limited to, HARRIS CENTER) or committee (including, but not limited to, an executive committee authorized by the Board) to reserve approval authority or have veto power over the Board with regard to the required authorities and functions that are mandated pursuant to Chapter 19 of the HRSA Health Center Program Compliance Manual. In addition, in cases where HCIC and its Board collaborates with other entities in fulfilling the HRSA-approved scope of project, such collaboration or agreements with the other entities shall not restrict or infringe upon the Board's authorities and functions that are mandated pursuant to Chapter 19 of the HRSA Health Center Program Compliance Manual.

ARTICLE VI  
**BOARD OF DIRECTORS**

Section 1: Number, General Qualifications, Composition, Term

*Number:* The Board shall consist of at least nine (9) and no more than twenty-five (25) Directors broadly representative of the community who support the philosophy and mission of the Community Health Center.

*Qualifications:* The Directors must be representative of the community currently served by the Community Health Center. No Director shall be an employee of the HARRIS CENTER or an immediate family member (i.e., spouse, child, parent, brother, or sister by blood, adoption, or marriage) of an employee. After the initial establishment of the Board, no other entity (including, but not limited to, the HARRIS CENTER), committee or individual (other than the Board) shall have authority to select either the Chair or the majority of the Directors, including a majority of the non-patient Directors.

*Composition:*

*Patient Members:* A majority, at least fifty-one percent (51 %), of the Directors must be current, registered patients of the Community Health Center and must have accessed the Community Health Center in the past 24 months to receive at least one or more in-scope services(s), provided by a licensed independent practitioner exercising independent clinical judgment, that generated a health center visit, for which a bill was generated ("Patients"). A legal guardian of a dependent child or adult, or a legal sponsor of an immigrant, may also be considered a Patient for Board composition purposes. Patients must be residents of Harris County and must be individuals who, taken collectively, reasonably represent the Community Health Center's patients in terms of demographic factors such as race, ethnicity, disability and gender.

*Non-Patient Board Members:* The remaining Directors shall be representative of the general community served by the Community Health Center, shall be residents of Harris County, and shall be selected for their skills, expertise and perspectives in, but not limited to, finance, legal affairs, business, health, managed care, social services, labor relations, and government. No more than one-half of such Directors may be individuals who derive more than ten percent (10%) of their annual income from the

healthcare industry.

*Term:* The term of Directors is two years. A Director shall be limited to no more than three (3) consecutive terms of membership. The effective date of membership corresponds to the date of appointment. A Director who is elected to complete a partial term is eligible to complete two (2) more additional two-year terms.

**Section 2: Nominations, Expired Terms, and Vacancies**

The Board of Trustees for The HARRIS CENTER shall elect, in accordance with composition requirements, the first Board. Thereafter, on an annual basis, the HCIC Board shall identify and recommend persons meeting the eligibility requirements stated above to fill positions as Directors' terms expire or as a vacancy occurs. Any Board vacancy will be filled by a majority vote of the Board.

**Section 3: Removal**

The Board shall remove a Director for cause, for to the following reasons:

- (a) Ineligibility for appointment
- (b) Corruptness
- (c) Intentional violation of the Texas Open Meetings Act
- (d) Failure to declare a conflict of interest
- (e) Incompetence

**Section 5: Conflict of Interest**

Directors and Community Health Cener staff shall be considered public officials under Chapter 534 of the Texas Health and Safety Code and local public officials Chapter 171 of the Texas Local Government Code and thus must follow the guidelines regarding conflict of interest under those statutes.

**Section 6: Compensation**

No Director shall receive compensation for services as a HCIC Director but may be compensated for expenses reasonably incurred in the performance of duties as a Director.

**Section 7: Board Policies & Procedures**

The Board will use Policies & Procedures to describe in more detail items such as Governance Process and other components of governance. Polices & Procedures will be reviewed under established standards and approved by majority vote

## ARTICLE VII OFFICERS

### Section 1: Number

Officers shall consist of Directors of the Board and include a Chair, Vice Chair, Treasurer, and Secretary. At least one officer shall be a Patient Director. The officers will be elected by fellow Directors.

### Section 2: Election and Term of Office

The Board shall annually elect the officers at its regularly scheduled meeting each January or as necessary to fill vacancies in officer positions. Each officer shall hold office for two years and may be re-elected for two successive terms and shall serve until a successor shall be duly elected.

### Section 3: Vacancies; Resignation of Officers

If a vacancy of an officer position shall occur because of resignation, death, or otherwise, the Board shall, at its next regularly scheduled meeting, vote to elect a Director to fill the officer position until the next annual elections in January.

A Director resigning from an officer position shall provide a letter of resignation to the HCIC Board Chair, and the HCIC Secretary and must include the effective date of the Director's resignation and a statement that the Director is resigning from an officer position. An officer's resignation takes effect on the later effective date or future event specified in the letter of resignation or on the date the notice is received if no effective date or future event is specified in the letter or resignation.

### Section 4: Reports

The officers shall ensure that financial and activity reports covering the business of the HCIC for the previous fiscal year and showing the condition of the HCIC at the close of the fiscal year will be submitted to the Harris Center and HCIC Boards.

## ARTICLE VIII MEETINGS

### Section 1: Open Meetings

Regular and special meetings of the HCIC Board of Directors shall be held in compliance with the Texas Open Meetings Act.

### Section 2: Regular Meetings

The Board shall hold regularly scheduled meetings, at least once a month in Harris County, Texas, for which minutes shall be kept. The time, place, and location of the meetings, which shall be designated by the Board, shall be given to each Director at least 72 hours in advance of the meeting date. Board meetings are open to the public and recorded to the extent required and in accordance with the Texas Open Meetings Act.

Section 3: Special Meetings

The Chair or a majority of the Board may call a special meeting. The HARRIS CENTER Board of Trustees may request a special meeting of the Board. The Chair shall convene a meeting within one (1) week of such request.

Section 4: Emergency Meetings; Subject(s) Added to Agenda

Emergency meetings of the Board may be held, and an emergency item added to an already posted agenda, if done in accordance with the Texas Open Meetings Act.

Section 5: Minutes

The elected Secretary, or a Director elected when the Secretary is absent, will keep meeting minutes. HARRIS CENTER staff shall prepare, distribute, and store minutes in accordance with Texas public records law. The minutes shall be reviewed and approved at each subsequent Board meeting.

Section 6: Quorum; Voting

The Board may act by the vote of a majority of the Directors present and voting at a meeting at which a quorum is present. Each Director shall be entitled to one (1) vote on any matter brought before said meeting. No absentee or proxy votes shall be accepted. A quorum shall consist of a majority of current Directors for the transaction of business. No non-voting ex-officio board member shall be included in the count for the purpose of establishing a quorum.

Section 7: Public Comments

Every citizen shall be permitted two (2) minutes for public comments at each Board meeting. Time for public comment may be extended by motion. Citizens wishing to appear before the Board during the comment section shall complete a form provided by the HCIC Board for that purpose.

**ARTICLE IX  
COMMITTEES**

By resolution, the Board may designate one or more committees to carry out its responsibilities. Each committee shall consist of three (3) or more Directors, at least one (1) of whom is an actual or potential Patient. Committees may also consist of additional persons from the community chosen for their knowledge and concern about a specific issue or field or endeavor who are not Directors of the Board.

The designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of its responsibility. The Board must approve any actions or recommendations of a committee.

The Board shall have the following standing committees:

- Executive Committee- Coordinates all activities of the Committees, lead the performance review of the Harris Center Integrated Care Director; reviews all audits of the community health center project; perform such other duties as prescribed by the Board. The Executive Committee may act on items as directed by the full Board, with the understanding that the Executive Committee shall only exercise those authorities that must be exercised by the full Board, as set forth in Chapter 19 of the HRSA Health Center Program Compliance Manual, in emergencies. Any action taken by the Executive Committee requires ratification by the full Board at the next Board meeting.
- Board Development Committee- Reviews and recommends all Board policies, Board operations, nominations of officers, and the Board development plan.
- Quality- In conjunction with the HARRIS CENTER Board of Trustees' Quality Committee, oversees all Community Health Center quality, effectiveness and outcome-related matters

Additionally, the Board may appoint other committees as appropriate to fulfill its role. Some programs may have an Advisory Committee requirement, for example the Title X Family Planning program requires a Sexual Health Advisory Committee. When the HCIC is responsible for a program with such a requirement the Board will appoint a Director to participate on the Advisory Committee as a liaison between the Board and the Advisory Committee. The Advisory Committee will only be responsible to advise on program content. Any recommendations that require Board action must be approved by the HCIC Board.

**Section 1: Committee Appointments/Terms of Office**

The Chair of the Board shall appoint the Committee chairperson from the members of the committee. The Chair shall appoint committee members. The Chairperson of a committee shall hold office for a maximum of one (1) year or until a successor is elected and approved. The Chair of the Board shall have the power to fill any vacancies that occur on the committee.

**Section 2: Meetings**

All meetings of the committees shall meet at such time and place as designated by the chairperson of the committee and as often as necessary to accomplish its duties. All Directors are welcome to attend any committee meeting.

**Section 3: Minutes**

All committees shall maintain written minutes of all meetings, which shall be reported at the Board meeting. They shall report in writing to the Board as necessary, in the form of reports or recommendations.

ARTICLE X  
**NON-DISCRIMINATION  
POLICY**

The Officers, Directors, committee members, employees of the Community Health Center and persons serviced by the Community Health Center shall be selected entirely on a non-discriminatory basis with respect to race, sex, sexual orientation, gender identity, religion, national origin, physical disability, or age.

ARTICLE XI  
**PARLIAMENTARY  
AUTHORITY**

For procedures not addressed in these by-laws, the parliamentary authority will be Robert's Rules of Order.

ARTICLE XII  
**AMENDMENTS and DISSOLUTION**

Section 1: Amendments

These Bylaws may be amended or repealed by a two-thirds vote of the Board, at any regular or special meeting provided that written notice of such proposed action, including the language of any proposed amendment, has been provided to the HCIC Board of Directors and to each Director at least 72 hours in advance of said meeting. No amendment shall be contrary to state or federal law, e.g., fiscal and/or personnel authority. Bylaw changes which are approved by the Board, and which are inconsistent or in opposition to established HARRIS CENTER fiscal and personnel policies and procedures are subject to approval HARRIS CENTER Board of Trustees.

Section 2: Dissolution

Any consideration of dissolution of the Board and the HCIC will follow careful due diligence evaluation, HRSA processes and requirements (as applicable), and will adhere to the following requirements under Texas law:

- Payment of all debts
- Distribution of any remaining assets to a charity with the same or similar charitable purpose according to a plan of distribution
- Filing of a certificate of termination with the Texas Secretary of State

Execution:

In witness whereof, the Parties have executed this agreement below by their duly authorized representatives.

**The Harris Center Integrated Care**

---

**Shaukat Zakaria, Chair**

**The Harris Center for Mental Health & IDD**

---

**Wayne Young, MBA, LPC, FACHE  
Chief Executive Officer**

---

**Dr. Robin Gearing, Board Chair  
The Harris Center for Mental Health & IDD**

**APPROVED AS TO FORM:**

---

**Kendra Thomas, JD, LPC  
General Counsel**



# **EXHIBIT F-5**

**ARTICLES OF INCORPORATION  
OF  
THE HARRIS CENTER FOR INTEGRATED CARE**

I, the undersigned natural person of the age of eighteen (18) years or more, acting as incorporator of a corporation under the Texas Non-Profit Corporation (the “Act”), do hereby adopt the following Articles of incorporation for such corporation:

**ARTICLE 1 - Name**

The name of the corporation is The Harris Center for Integrated Care.

**ARTICLE 2 – Registered Office**

The street address of the initial registered office of the corporation is 9401 Southwest Freeway, Houston, Texas 77074 and the name of its registered agent at such address is Wayne Young, CEO.

**ARTICLE 3 – Board of Directors/Management**

The Board of Directors are:

<u>Name</u>	<u>Address</u>
Robin E. Gearing, Ph.D.	9401 Southwest Freeway Houston, Texas 77074
Luis A. Fernandez, M.D.	9401 Southwest Freeway Houston, Texas 77074
Max A. Miller, Jr., MTH, D.D.	9401 Southwest Freeway Houston, Texas 77074
Jim Lykes	9401 Southwest Freeway Houston, Texas 77074
Shaukat Zakaria	9401 Southwest Freeway Houston, Texas 77074
Charity Ferrell	9401 Southwest Freeway Houston, Texas 77074

Solomon Gonzalez	9401 Southwest Freeway Houston, Texas 77074
Chauncey Kinchen	9401 Southwest Freeway Houston, Texas 77074
Emily Lawrence	9401 Southwest Freeway Houston, Texas 77074

#### **ARTICLE 4 – Organization Structure**

The corporation will not have members.

#### **ARTICLE 5 -Purpose**

The Harris Center for Integrated Care shall operate exclusively for education and charitable purposes as defined in Section 501(c)(3) of the Internal Revenue Code.

The specific purpose of this corporation is to:

- a) Provide cost-effective, quality health care in a nondiscriminatory, compassionate, and professional manner, regardless of an individual's ability to pay.

#### **ARTICLE 6 – Supplemental Provisions**

- 1) Except as other provided in this Certification of Formation, the Corporation shall have all the powers of a non-profit corporations as provided for in the Texas Business Organization Code("Code"). Moreover. The Corporation shall have all implied powers necessary and proper to carry out its express powers.
- 2) Except as otherwise provided in this Certificate of Formation and in the Bylaws of the Corporation, the Board of Directors shall direct and manage the Corporation. The manner of selection, duties, terms, and other matters relating to the Board of Directors shall be provided in the Bylaws. The authority of the Board of Directors shall be limited to the extent expressly set forth in this Certificate of Formation and in the Bylaws of the Corporation.
- 3) The Corporation shall have no power to take any action prohibited by the Code.

- 4) The Corporation shall have no power to take any action that would be inconsistent with the requirements for tax exemption under Internal Revenue Code Section 501(c)(3) and related regulations, rulings, and procedures. The Corporation shall have no power to take any action that would be inconsistent with the requirements for receiving tax deductible charitable contributions under Internal Revenue Code Section 170(c)(2) and related regulations, rulings, and procedures.
- 5) All of the assets, property, income, revenue, and earnings of the Corporation shall be held, used, managed, devoted, expended, and applied at the discretion and judgment of the Board of Directors, subject to the Bylaws of the Corporation, to conduct the objectives and purposes of the Corporation. The Corporation shall not pay dividends or other corporate income to its directors or officers or otherwise accrue distributable profits or permit the realization of private gain.
- 6) No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Third hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.
- 7) No substantial part of the activities of the Corporation shall consist of carrying on propaganda or otherwise attempt to influence legislation, nor shall the Corporation participate in, or intervene, in (including the publishing or distributing of statements) any political campaign on behalf of, or in opposition to, any candidate for public office. The

Corporation shall not have objectives that characterize it as an "action organization" as defined by the Internal Revenue Code and related regulations, rulings, and procedures.

- 8) Notwithstanding any other provision of this Certificate of Formation, the Corporation shall in no manner be controlled by or under the direction or acting in the substantial interest of any private individual, firm, corporation, partnership, or association seeking to derive, profit, or gain therefrom or seeking to eliminate or minimize losses in any dealing or transactions with the Corporation.
- 9) The Corporation shall not engage in activities or use its assets in any manner not in furtherance of one or more exempt purposes, as set forth above and defined by the Internal Revenue Code and related regulations, rulings, and procedures, except to an insubstantial degree.
- 10) The Corporation shall not carry on an unrelated trade or business except as a secondary purpose related to the Corporation's primary exempt purposes.
- 11) Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

## **ARTICLE 6 – Incorporator/Organizer**

The name of the address of the incorporator/organizer is:

Name

Address

Wayne Young

9401 Southwest Freeway  
Houston, Texas 77074

By: \_\_\_\_\_  
Wayne Young, CEO of The Harris Center

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

By: \_\_\_\_\_  
Robin E, Gearing Ph.D., Harris Center Board Chair

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

By: \_\_\_\_\_  
Shaukat Zakaria, Harris Center for Integrated Care  
Board Chair

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

This instrument was acknowledged before me, on this the \_\_\_\_ day of \_\_\_\_\_, 2024,  
by \_\_\_\_\_, The Chief Executive Officer of The Harris  
Center for Mental Health and IDD.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires on \_\_\_\_\_

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me, on this the \_\_\_\_ day of \_\_\_\_\_, 2024,

by \_\_\_\_\_, The Harris Center Board Chair.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires on \_\_\_\_\_

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me, on this the \_\_\_\_ day of \_\_\_\_\_, 2024,

by \_\_\_\_\_, Harris Center for Integrated Care Board Chair.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires on \_\_\_\_\_

# **EXHIBIT F-6**





# SF-424A: Budget Information

OMB No.: 4040-0006 Expiration Date: 02/28/2025

DEPARTMENT OF HEALTH AND HUMAN SERVICES Health Resources and Services Administration  FORM SF-424A: BUDGET INFORMATION				FOR HRSA USE ONLY		
				Grant Number	Application Tracking Number	
<b>Section A – Budget Summary</b>						
Grant Program Function or Activity	CFDA Number	Estimated Unobligated Funds		New or Revised Budget		
		Federal	Non-Federal	Federal	Non-Federal	Total <i>will auto-calculate in EHBs</i>
Community Health Centers	93.224	N/A	N/A	650,000	\$1,099,663	\$1,749,663
Health Care for the Homeless	93.224	N/A	N/A			
Migrant Health Centers	93.224	N/A	N/A			
Public Housing Primary Care	93.224	N/A	N/A			
<b>Total</b> <i>will auto-calculate in EHBs</i>						
<b>Section B – Budget Categories</b>						
Object Class Categories	Federal	Non-Federal	Total <i>will auto-calculate in EHBs</i>			
Personnel	\$442,744	\$796,780	\$1,239,524			
Fringe Benefits	\$134,594	\$242,221	\$376,815			
Travel						
Equipment	\$2,000		\$2,000			
Supplies	\$5,662	\$10,000	\$15,662			
Contractual		\$25,000	\$25,000			
Construction						
Other		\$25,662	\$25,662			
Total Direct Charges <i>will auto-calculate in EHBs</i>	\$585,000	\$1,099,663	\$1,684,663			
Indirect Charges	\$65,000		\$65,000			
<b>Total</b> <i>will auto-calculate in EHBs</i>	\$650,000	\$1,099,663	\$1,749,663			

DEPARTMENT OF HEALTH AND HUMAN SERVICES Health Resources and Services Administration  FORM SF-424A: BUDGET INFORMATION					FOR HRSA USE ONLY	
					Grant Number	Application Tracking Number
<b>Section C – Non-Federal Resources</b>						
Grant Program Function or Activity	Applicant	State	Local	Other	Program Income	Total <i>will auto-calculate in EHBs</i>
Community Health Centers				\$299,663	\$800,000	\$1,099,663
Health Care for the Homeless						
Migrant Health Centers						
Public Housing Primary Care						
<b>Total <i>will auto-calculate in EHBs</i></b>						\$1,099,663
<b>Section D – Forecasted Cash Needs (optional)</b>						
	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter	Total 1 <sup>st</sup> Year <i>will auto-calculate in EHBs</i>	
<b>Federal</b>						
<b>Non-Federal</b>						
<b>Total <i>will auto-calculate in EHBs</i></b>						
<b>Section E – Budget Estimates of Federal Funds Needed for Balance of Project</b>						
Grant Program	Future Funding Periods (Years)					
	First	Second	Third	Fourth		
Community Health Centers	N/A	N/A	N/A	N/A		
Health Care for the Homeless	N/A	N/A	N/A	N/A		
Migrant Health Centers	N/A	N/A	N/A	N/A		
Public Housing Primary Care	N/A	N/A	N/A	N/A		
<b>Total <i>will auto-calculate in EHBs</i></b>	N/A	N/A	N/A	N/A		
<b>Section F – Other Budget Information</b>						
<b>Direct Charges</b>	\$585,000					
<b>Indirect Charges</b>	\$65,000					
<b>Remarks</b>	Indirect charges reflect 10% de minimis rate					

Public Burden Statement: An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control number for this project is 4040-0006. Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to HRSA Reports Clearance Officer, 5600 Fishers Lane, Room 14N136B, Rockville, Maryland, 20857 or [paperwork@hrsa.gov](mailto:paperwork@hrsa.gov).

## Instructions

- **Section A – Budget Summary:** Under New or Revised Budget, in the Federal column, enter the NAP federal funding requested (up to \$650,000).
  - You can request funding for one or more population type (CHC, MHC, HCH, PHPC). Enter each on a separate row.
  - Only enter your NAP federal funding request in the Federal column, not all federal funding that you receive.
  - Enter other support for the NAP project in the Non-Federal column.
  - Leave the Estimated Unobligated Funds columns blank.
- **Section B – Budget Categories:** Enter an object class category (line item) budget, broken out by federal and non-federal funding. The amounts listed in each box and the totals should align with the Budget Narrative.
  - Your federal request may include up to \$250,000 for equipment and/or minor alteration/renovation (A/R). Equipment costs go on the equipment line. Minor A/R costs go on the construction line.
  - See Appendix B in the NOFO for one-time funding information.
- **Section C – Non-Federal Resources:** List other funding that will support your NAP project. The total must match the Non-Federal Total in Section A.
  - Provide non-federal funding amounts for each population type you request NAP federal funding for (CHC, MHC, HCH, PHPC) in Section A. Enter each on a separate row.
  - If you apply for HCH or PHPC funding, you must use this funding to supplement, and not supplant, the expenditures of the health center and the value of in-kind contributions for the delivery of services to these populations. This section should reflect the funding you currently use for serving patients experiencing homelessness and/or public housing residents.
  - Include any other federal funds that will support the NAP project in the Other column.
  - Program Income should match the Total Program Income (patient service revenue) presented on Form 3: Income Analysis.
- **Section D – Forecasted Cash Needs:** Leave this section blank or enter the estimated funding you will spend each quarter.

- Section E – Budget Estimates of Federal Funds Needed for Balance of Project: Leave this section blank.
- Section F – Other Budget Information: Explain amounts for object class categories that may appear to be out of the ordinary in Direct Charges. Enter the type of indirect rate (provisional, predetermined, final, fixed, or de minimis) that will be in effect during the period of performance in Indirect Charges.

If you've never received a negotiated indirect cost rate, you may charge a *de minimis* rate of 10 percent of modified total direct costs. You may use this for the life of the award. If you choose this method, you must use it for all federal awards until you choose to negotiate a rate. See the [Indirect Cost Negotiations](#) website to learn more about rate agreements.

See Section 5.1.iv Budget in HRSA's [SF-424 Two-Tier Application Guide](#) (PDF) for information about salary limitation and funding restrictions.

# EXHIBIT F-7

**SEPTEMBER 2024  
AMENDMENTS OVER 250k**





# Executive Contract Summary

## Contract Section



**Contractor\***

J. Tyler Services, Inc.

**Contract ID #\***

2022-0591

**Presented To\***

- Resource Committee
- Full Board

**Date Presented\***

9/17/2024

**Parties\* (?)**

The Harris Center for MH & IDD and J. Tyler Services, Inc.

**Agenda Item Submitted For:\* (?)**

- Information Only (Total NTE Amount is Less than \$250,000.00)
- Board Approval (Total NTE Amount is \$250,000.00 or more)
- Grant Proposal
- Revenue
- SOW-Change Order-Amendment#
- Other

**Procurement Method(s)\***

Check all that Apply

- |  |   |
|--|---|
| <input type="checkbox"/> Competitive Bid                                 | <input type="checkbox"/> Competitive Proposal   |
| <input checked="" type="checkbox"/> Request for Proposal                 | <input type="checkbox"/> Sole Source  |
| <input type="checkbox"/> Request for Application                         | <input type="checkbox"/> Request for Qualification  |
| <input type="checkbox"/> Request for Quote                               | <input type="checkbox"/> Tag-On   |
| <input type="checkbox"/> Interlocal                                      | <input type="checkbox"/> Consumer Driven  |
| <input type="checkbox"/> Not Applicable (If there are no funds required) | <input type="checkbox"/> Other <span style="background-color: #cccccc; display: inline-block; width: 150px; height: 1em; vertical-align: middle;"></span> |

**Funding Information\***

- New Contract
- Amendment

**Contract Term Start Date\* (?)**

9/1/2024

**Contract Term End Date\* (?)**

2/28/2025

If contract is off-cycle, specify the contract term (?)

**Current Contract Amount\***

\$ 264,683.52

**Increase Not to Exceed\***

\$ 0.00

**Revised Total Not to Exceed (NTE)\***

\$ 264,683.52



Fiscal Year\* (?)  
2025

Amount\* (?)  
\$ 264,683.52

Funding Source\*

General Revenue (GR)

Contract Description / Type\* (?)

- Personal/Professional Services
- Consumer Driven Contract
- Memorandum of Understanding
- Affiliation or Preceptor
- BAA/DUA
- Pooled Contract
- Renewal of Existing Contract
- Consultant
- New Contract/Agreement
- Amendment to Existing Contract
- Service/Maintenance
- IT/Software License Agreement
- Lease
- Other

Justification/Purpose of Contract/Description of Services Being Provided\* (?)

Extension of contract through construction completion.  
\$234,683.52 (FY25 Funds) + \$30,000 Contingency = Total NTE \$264,683.52  
9/1/2024-2/28/2025

Contract Owner\*

Todd McCorquodale

Previous History of Contracting with Vendor/Contractor\*

Yes  No  Unknown

Please add previous contract dates and what services were provided\*  
to present

Vendor/Contractor a Historically Underutilized Business (HUB)\* (?)

Yes  No  Unknown

Please provide an explanation\*  
does not qualify

Community Partnership\* (?)

Yes  No  Unknown

Supporting Documentation Upload (?)

Vendor/Contractor Contact Person

Name\*

Jennifer Longbotham

Address\*

Street Address

5920 Milwee Street

Address Line 2

City

Houston

Postal / Zip Code

77092-6214

State / Province / Region

TX

Country

US

Phone Number\*

713-468-2166

Email\*

longbothamj@jtyler.com

Budget Section

Budget Units and Amounts Charged to each Budget Unit

Budget Unit Number*	Amount Charged to Unit*	Expense/GL Code No.*
1126	\$ 264,383.52	900040

Budget Manager

Campbell, Ricardo

Secondary Budget Manager

Campbell, Ricardo

Provide Rate and Rate Descriptions if applicable\* (?)

Remaining Balance from RFP

Project WBS (Work Breakdown Structure)\* (?)

FM21.1126.02

Requester Name

Cantu-Espinoza, Lisa

Submission Date

8/28/2024

Budget Manager Approval(s)

Approved by

*Ricardo Campbell*

Approval Date

8/28/2024

Procurement Approval

File Upload (?)

Approved by

Sign

Approval Date

Contract Owner Approval

Approved by

*Todd McCorquodale*

Approval Date

8/28/2024

Contracts Approval

Approve\*

- Yes
- No, reject entire submission
- Return for correction

Approved by\*

*Belinda Stude*

Approval Date\*

8/28/2024



# Executive Contract Summary

## Contract Section



**Contractor\***

VC5 Partners d/b/a Rekruters

**Contract ID #\***

7355

**Presented To\***

- Resource Committee
- Full Board

**Date Presented\***

9/17/2024

**Parties\* (?)**

The Harris Center and VC5/Rekruters

**Agenda Item Submitted For:\* (?)**

- Information Only (Total NTE Amount is Less than \$250,000.00)
- Board Approval (Total NTE Amount is \$250,000.00 or more)
- Grant Proposal
- Revenue
- SOW-Change Order-Amendment#
- Other

**Procurement Method(s)\***

Check all that Apply

- |  |  |
|--|--|
| <input type="checkbox"/> Competitive Bid                                 | <input type="checkbox"/> Competitive Proposal      |
| <input type="checkbox"/> Request for Proposal                            | <input type="checkbox"/> Sole Source               |
| <input type="checkbox"/> Request for Application                         | <input type="checkbox"/> Request for Qualification |
| <input type="checkbox"/> Request for Quote                               | <input type="checkbox"/> Tag-On                    |
| <input type="checkbox"/> Interlocal                                      | <input type="checkbox"/> Consumer Driven           |
| <input type="checkbox"/> Not Applicable (If there are no funds required) | <input checked="" type="checkbox"/> Other          |

**Funding Information\***

- New Contract
- Amendment

**Contract Term Start Date\* (?)**

9/1/2023

**Contract Term End Date\* (?)**

2/28/2025

If contract is off-cycle, specify the contract term (?)

**Current Contract Amount\***

\$ 143,000.00

**Increase Not to Exceed\***

\$ 135,000.00

**Revised Total Not to Exceed (NTE)\***

\$ 278,000.00

**Fiscal Year\*** (?) **Amount\*** (?)  
2024 \$ 178,000.00

**Fiscal Year\*** (?) **Amount\*** (?)  
2025 \$ 100,000.00

**Funding Source\***

General Revenue (GR)

**Contract Description / Type\*** (?)

- Personal/Professional Services
- Consumer Driven Contract
- Memorandum of Understanding
- Affiliation or Preceptor
- BAA/DUA
- Pooled Contract
- Renewal of Existing Contract
- Consultant
- New Contract/Agreement
- Amendment to Existing Contract
- Service/Maintenance
- IT/Software License Agreement
- Lease
- Other

**Justification/Purpose of Contract/Description of Services Being Provided\*** (?)

Need to increase contract due to usage for staff augmentation services

**Contract Owner\***

Mustafa Cochinwala

**Previous History of Contracting with Vendor/Contractor\***

Yes  No  Unknown

**Please add previous contract dates and what services were provided\***

FY20 - FY24  
Staffing Services

**Vendor/Contractor a Historically Underutilized Business (HUB)\*** (?)

Yes  No  Unknown

**Please provide the HUB status\***

WBE - Women owned business.

**Community Partnership\*** (?)

Yes  No  Unknown

**Supporting Documentation Upload** (?)

**Vendor/Contractor Contact Person**



**Name\***

Gabe Quintanilla

**Address\***

Street Address

14053 Memorial Dr

Address Line 2

City

Houston

Postal / Zip Code

77079-6826

State / Province / Region

TX

Country

US

**Phone Number\***

832-243-4000

**Email\***

accounting@vc5partners.com

**Budget Section**

**Budget Units and Amounts Charged to each Budget Unit**

Budget Unit Number*	Amount Charged to Unit*	Expense/GL Code No.*
1130	\$ 135,000.00	542000
<b>Budget Manager</b>	<b>Secondary Budget Manager</b>	
Campbell, Ricardo	Campbell, Ricardo	

**Provide Rate and Rate Descriptions if applicable\* (?)**

\$25 to \$125 per hour depending on skill set

**Project WBS (Work Breakdown Structure)\* (?)**

N/A

**Requester Name**

Hurst, Richard

**Submission Date**

8/8/2024

**Budget Manager Approval(s)**

**Approved by**

*Ricardo Campbell*

**Approval Date**

8/8/2024

**Contract Owner Approval**

**Approved by**

*Mustafa Coshinnala*

**Approval Date**

8/8/2024

**Contracts Approval**

**Approve\***

- Yes
- No, reject entire submission
- Return for correction

**Approved by\***

*Belinda Stude*

**Approval Date\***

8/9/2024

# **EXHIBIT F-8**



# **SEPTEMBER 2024 INTERLOCAL AGREEMENTS**





# Executive Contract Summary

## Contract Section

**Contractor\***

City of Houston | CDBG-CV BHRT Program

**Contract ID #\***

2023-0660

**Presented To\***

- Resource Committee
- Full Board

**Date Presented\***

9/17/2024

**Parties\* (?)**

The Harris Center for Mental Health & IDD and City of Houston (CDBG-CV BHRT Program)

**Agenda Item Submitted For:\* (?)**

- Information Only (Total NTE Amount is Less than \$250,000.00)
- Board Approval (Total NTE Amount is \$250,000.00 or more)
- Grant Proposal
- Revenue
- SOW-Change Order-Amendment#
- Other

**Procurement Method(s)\***

Check all that Apply

- |  |  |
|--|--|
| <input type="checkbox"/> Competitive Bid                                 | <input type="checkbox"/> Competitive Proposal      |
| <input type="checkbox"/> Request for Proposal                            | <input type="checkbox"/> Sole Source               |
| <input type="checkbox"/> Request for Application                         | <input type="checkbox"/> Request for Qualification |
| <input type="checkbox"/> Request for Quote                               | <input type="checkbox"/> Tag-On                    |
| <input checked="" type="checkbox"/> Interlocal                           | <input type="checkbox"/> Consumer Driven           |
| <input type="checkbox"/> Not Applicable (If there are no funds required) | <input type="checkbox"/> Other                     |

**Funding Information\***

- New Contract
- Amendment

**Contract Term Start Date\* (?)**

5/3/2023

**Contract Term End Date\* (?)**

1/31/2025

If contract is off-cycle, specify the contract term (?)

05/03/2023-08/31/2024 to be extended to 01/31/2025

**Current Contract Amount\***

\$ 2,199,970.86

**Increase Not to Exceed\***

\$ 0.00

**Revised Total Not to Exceed (NTE)\***

\$ 2,199,970.86

**Fiscal Year\*** (?) **Amount\*** (?)  
 2023 \$ 343,937.02

**Fiscal Year\*** (?) **Amount\*** (?)  
 2024 \$ 1,815,098.84

**Fiscal Year\*** (?) **Amount\*** (?)  
 2025 \$ 40,935.00

**Funding Source\***

Federal

**Contract Description / Type\*** (?)

- Personal/Professional Services
- Consumer Driven Contract
- Memorandum of Understanding
- Affiliation or Preceptor
- BAA/DUA
- Pooled Contract
- Renewal of Existing Contract
- Consultant
- New Contract/Agreement
- Amendment to Existing Contract
- Service/Maintenance
- IT/Software License Agreement
- Lease
- Other

**Justification/Purpose of Contract/Description of Services Being Provided\*** (?)

Contract's NTE is not changing only extending the service period. Contract will be extended up to January 2025. Accounting for the remaining balance on contract as of June 2024 program believes approximately \$40,935 will carryforward into FY25.

**Contract Owner\***

Kim Kornmayer

**Previous History of Contracting with Vendor/Contractor\***

Yes  No  Unknown

**Please add previous contract dates and what services were provided\***

Currently executed agreement

**Vendor/Contractor a Historically Underutilized Business (HUB)\*** (?)

Yes  No  Unknown

**Community Partnership\*** (?)

Yes  No  Unknown

**Supporting Documentation Upload** (?)

4600017669 - The Harris Center Initial Agreement.pdf	987.88KB
17669 Harris Center CDBG-CV Initial Agreement Extension - Executed.pdf	191.91KB

**Vendor/Contractor Contact Person**

**Name\***

Stephanie Pena, Relationship Manager, Public Service

**Address\***

Street Address

2100 Travis Street

Address Line 2

9th Floor

City

Houston

Postal / Zip Code

77002-8709

State / Province / Region

TX

Country

US

**Phone Number\***

832-394-8869

**Email\***

Stephanie.Pena@houstontx.gov

**Budget Section**

**Budget Units and Amounts Charged to each Budget Unit**

Budget Unit Number*	Amount Charged to Unit*	Expense/GL Code No.*
9244	\$ 40,935.00	435043
<b>Budget Manager</b>		<b>Secondary Budget Manager</b>
Ramirez, Priscilla		Oshman, Jodel

**Provide Rate and Rate Descriptions if applicable\* (?)**

n/a; reimburseable grant

**Project WBS (Work Breakdown Structure)\* (?)**

n/a

**Requester Name**

Ramirez, Priscilla

**Submission Date**

8/14/2024

**Budget Manager Approval(s)**

**Approved by**

*Priscilla M. Ramirez*

**Approval Date**

8/14/2024

**Contract Owner Approval**

**Approved by**

*Kim Kornmayer*

**Approval Date**

8/19/2024

**Contracts Approval**

**Approve\***

- Yes
- No, reject entire submission
- Return for correction

**Approved by\***

*Belinda Stude*

**Approval Date\***

8/19/2024



# Executive Contract Summary

## Contract Section



**Contractor\***

Denton County MHMR Center

**Contract ID #\***

N/A

**Presented To\***

- Resource Committee
- Full Board

**Date Presented\***

9/17/2024

**Parties\* (?)**

The Harris Center and Denton County MHMR Center

**Agenda Item Submitted For:\* (?)**

- Information Only (Total NTE Amount is Less than \$250,000.00)
- Board Approval (Total NTE Amount is \$250,000.00 or more)
- Grant Proposal
- Revenue
- SOW-Change Order-Amendment#
- Other

**Procurement Method(s)\***

Check all that Apply

- |  |   |
|--|---|
| <input type="checkbox"/> Competitive Bid                                 | <input type="checkbox"/> Competitive Proposal   |
| <input type="checkbox"/> Request for Proposal                            | <input type="checkbox"/> Sole Source  |
| <input type="checkbox"/> Request for Application                         | <input type="checkbox"/> Request for Qualification  |
| <input type="checkbox"/> Request for Quote                               | <input type="checkbox"/> Tag-On   |
| <input checked="" type="checkbox"/> Interlocal                           | <input type="checkbox"/> Consumer Driven  |
| <input type="checkbox"/> Not Applicable (If there are no funds required) | <input type="checkbox"/> Other <span style="background-color: #cccccc; display: inline-block; width: 100px; height: 1em; vertical-align: middle;"></span> |

**Funding Information\***

- New Contract  Amendment

**Contract Term Start Date\* (?)**

6/1/2024

**Contract Term End Date\* (?)**

8/31/2026

If contract is off-cycle, specify the contract term (?)

**Fiscal Year\* (?)**

2024

**Amount\* (?)**

\$ 20,000.00

**Funding Source\***

State Grant

**Contract Description / Type\* (?)**

- Personal/Professional Services
- Consumer Driven Contract
- Memorandum of Understanding
- Affiliation or Preceptor
- BAA/DUA
- Pooled Contract
- Renewal of Existing Contract
- Consultant
- New Contract/Agreement
- Amendment to Existing Contract
- Service/Maintenance
- IT/Software License Agreement
- Lease
- Other

**Justification/Purpose of Contract/Description of Services Being Provided\* (?)**

The Harris Center has additional funding that will be shared with Denton County MHMR Center in order for the Harris Center utilization all FY2024 State funding.

**Contract Owner\***

Jennifer Battle

**Previous History of Contracting with Vendor/Contractor\***

Yes  No  Unknown

**Vendor/Contractor a Historically Underutilized Business (HUB)\* (?)**

Yes  No  Unknown

**Community Partnership\* (?)**

Yes  No  Unknown

**Supporting Documentation Upload (?)**

MOU- Denton MHMR.pdf 102.62KB

**Vendor/Contractor Contact Person**

**Name\***

Carroll Prasad

**Address\***

Street Address

9401 Southwest Freeway

Address Line 2

9401 Southwest Freeway

City

Houston

Postal / Zip Code

77074

State / Province / Region

Texas

Country

United States

**Phone Number\***

8034792587

**Email\***

carroll.prasad@theharriscenter.org

**Budget Section**

**Budget Units and Amounts Charged to each Budget Unit**



<b>Budget Unit Number*</b>	<b>Amount Charged to Unit*</b>	<b>Expense/GL Code No.*</b>
7003	\$ 20,000.00	549003

<b>Budget Manager</b>	<b>Secondary Budget Manager</b>
Ilejay, Kevin	Campbell, Ricardo

**Provide Rate and Rate Descriptions if applicable\* (?)**

Sharing \$20,000 of state funding

**Project WBS (Work Breakdown Structure)\* (?)**

N/A

<b>Requester Name</b>	<b>Submission Date</b>
Prasad, Carroll	8/1/2024

**Budget Manager Approval(s)**

**Approved by**

*Kevin Ilejay*

**Approval Date**  
8/2/2024

**Procurement Approval**

**File Upload (?)**

**Approved by**

Sign

**Approval Date**

**Contract Owner Approval**

**Approved by**

*Jana*

**Approval Date**  
8/2/2024

**Contracts Approval**

**Approve\***

- Yes
- No, reject entire submission
- Return for correction

**Approved by\***

*Belinda Stude*

**Approval Date\***  
8/7/2024



# Annual Renewal Evaluation

## Current Fiscal Year Contract Information

### Current Fiscal Year

2025

### Contract ID# \*

2023-0661

### Contractor Name \*

Harris County Sheriff's Office

### Service Provided\* (?)

Mental Health and IDD Services to Inmates Housed in the Detention Facilities Operated by HSCO.

### Renewal Term Start Date \*

10/1/2024

### Renewal Term End Date \*

9/30/2025

Term for Off-Cycle Only (For Reference Only)

### Agenda Item Submitted For: (?)

- Information Only (Total NTE Amount is Less than \$250,000.00)
- Board Approval (Total NTE Amount is \$250,000.00 or more)
- Grant Proposal
- Revenue
- SOW-Change Order-Amendment#
- Other

### Procurement Method(s) \*

Check all that Apply

- |  |  |
|--|--|
| <input type="checkbox"/> Competitive Bid                                 | <input type="checkbox"/> Competitive Proposal      |
| <input type="checkbox"/> Request for Proposal                            | <input type="checkbox"/> Sole Source               |
| <input type="checkbox"/> Request for Application                         | <input type="checkbox"/> Request for Qualification |
| <input type="checkbox"/> Request for Quote                               | <input type="checkbox"/> Tag-On                    |
| <input checked="" type="checkbox"/> Interlocal                           | <input type="checkbox"/> Consumer Driven           |
| <input type="checkbox"/> Not Applicable (If there are no funds required) | <input type="checkbox"/> Other                     |

### Contract Description / Type

- |  |   |
|--|---|
| <input type="checkbox"/> Personal/Professional Services          | <input type="checkbox"/> Consultant                     |
| <input type="checkbox"/> Consumer Driven Contract                | <input type="checkbox"/> New Contract/Agreement         |
| <input type="checkbox"/> Memorandum of Understanding             | <input type="checkbox"/> Amendment to Existing Contract |
| <input type="checkbox"/> Affiliation or Preceptor                | <input type="checkbox"/> Service/Maintenance            |
| <input type="checkbox"/> BAA/DUA                                 | <input type="checkbox"/> IT/Software License Agreement  |
| <input type="checkbox"/> Pooled Contract                         | <input type="checkbox"/> Lease                          |
| <input checked="" type="checkbox"/> Renewal of Existing Contract | <input type="checkbox"/> Other                          |

### Vendor/Contractor a Historically Underutilized Business (HUB) (?)

- Yes
- No
- Unknown

Contract NTE\* (?)

\$ 10,000,000.00

Rate(s)/Rate(s) Description

N/A

Unit(s) Served\*

N/A

G/L Code(s)\*

N/A

Current Fiscal Year Purchase Order Number\*

N/A

Contract Requestor\*

Sheenia Williams-Wesley

Contract Owner\*

Monalisa Jiles

File Upload (?)

### Evaluation of Current Fiscal Year Performance

Have there been any significant performance deficiencies within the current fiscal year?\*

Yes  No

Were Services delivered as specified in the contract?\*

Yes  No

Did Contractor perform duties in a manner consistent with standards of the profession?\*

Yes  No

Did Contractor adhere to the contracted schedule?\* (?)

Yes  No

Were reports, billing and/or invoices submitted in a timely manner?\* (?)

Yes  No

Did Contractor provide adequate or proper supporting documentation of time spent rendering services for the Agency?\* (?)

Yes  No

Did Contractor render services consistent with Agency policy and procedures?\* (?)

Yes  No

Maintained legally required standards for certification, licensure, and/or training?\* (?)

Yes  No

### Renewal Determination

Is the contract being renewed for next fiscal year with this Contractor?\* (?)

Yes  No

### Renewal Information for Next Fiscal Year

### Budget Units and Amounts Charged to each Budget Unit

Budget Unit Number *	Amount Charged to Unit *	Expense/GL Code No. *
6201	\$ 1,762,208.00	540000

<b>Budget Manager *</b> Williams-Wesley, Sheenia	<b>Secondary Budget Manager *</b> Jiles, Monalisa
---	--

Budget Unit Number *	Amount Charged to Unit *	Expense/GL Code No. *
6202	\$ 2,520,015.00	540000

<b>Budget Manager *</b> Williams-Wesley, Sheenia	<b>Secondary Budget Manager *</b> Jiles, Monalisa
---	--

Budget Unit Number *	Amount Charged to Unit *	Expense/GL Code No. *
6203	\$ 1,987,801.00	540000

<b>Budget Manager *</b> Williams-Wesley, Sheenia	<b>Secondary Budget Manager *</b> Jiles, Monalisa
---	--

Budget Unit Number *	Amount Charged to Unit *	Expense/GL Code No. *
6204	\$ 3,729,976.00	540000

<b>Budget Manager *</b> Williams-Wesley, Sheenia	<b>Secondary Budget Manager *</b> Jiles, Monalisa
---	--

Provide Rate and Rate Descriptions if applicable \* (?)

n/a

Project WBS (Work Breakdown Structure) \* (?)

n/a

Fiscal Year * (?)	Amount * (?)
2025	\$ 10,000,000.00

Next Fiscal Year Not to Exceed Amount for Master Pooled Contracts

Contract Funding Source \*

County

#### Contract Content Changes

Are there any required changes to the contract language? \* (?)

Yes  No

Will the scope of the Services change? \*

Yes  No

Is the payment deadline different than net (45)? \*

Yes  No

Are there any changes in the Performance Targets? \*

Yes  No

Are there any changes to the Submission deadlines for notes or supporting documentation?\*

Yes  No

File Upload (?)

Contract Owner

Contract Owner\* (?)

Please Select Contract Owner

Monalisa Jiles

Budget Manager Approval(s)

Approved by

*Sheenica Williams-Wesley*

Contract Owner Approval

Approved by

*Monalisa Jiles*

Contracts Approval

Approve\*

- Yes
- No, reject entire submission
- Return for correction

Approved by\*

*Belinda Stude*

Approval Date\*

8/12/2024



# Annual Renewal Evaluation

## Current Fiscal Year Contract Information



**Current Fiscal Year**

2025

**Contract ID#\***

2023-0737

**Contractor Name\***

Harris County

**Service Provided\* (?)**

Court-Ordered Competency and Sanity Evaluations of inmates housed detention facilities operated by the Harris County Sheriff's Office and of defendants out on bond. [FY25 Revenue NTE: \$2,700,000.00].

**Renewal Term Start Date\***

8/19/2024

**Renewal Term End Date\***

8/19/2024

**Term for Off-Cycle Only (For Reference Only)**

**Agenda Item Submitted For: (?)**

- Information Only (Total NTE Amount is Less than \$250,000.00)
- Board Approval (Total NTE Amount is \$250,000.00 or more)
- Grant Proposal
- Revenue
- SOW-Change Order-Amendment#
- Other

**Procurement Method(s)\***

Check all that Apply

- |  |  |
|--|--|
| <input type="checkbox"/> Competitive Bid                                 | <input type="checkbox"/> Competitive Proposal      |
| <input type="checkbox"/> Request for Proposal                            | <input type="checkbox"/> Sole Source               |
| <input type="checkbox"/> Request for Application                         | <input type="checkbox"/> Request for Qualification |
| <input type="checkbox"/> Request for Quote                               | <input type="checkbox"/> Tag-On                    |
| <input checked="" type="checkbox"/> Interlocal                           | <input type="checkbox"/> Consumer Driven           |
| <input type="checkbox"/> Not Applicable (If there are no funds required) | <input type="checkbox"/> Other                     |

**Contract Description / Type**

- |  |   |
|--|---|
| <input type="checkbox"/> Personal/Professional Services          | <input type="checkbox"/> Consultant                     |
| <input type="checkbox"/> Consumer Driven Contract                | <input type="checkbox"/> New Contract/Agreement         |
| <input type="checkbox"/> Memorandum of Understanding             | <input type="checkbox"/> Amendment to Existing Contract |
| <input type="checkbox"/> Affiliation or Preceptor                | <input type="checkbox"/> Service/Maintenance            |
| <input type="checkbox"/> BAA/DUA                                 | <input type="checkbox"/> IT/Software License Agreement  |
| <input type="checkbox"/> Pooled Contract                         | <input type="checkbox"/> Lease                          |
| <input checked="" type="checkbox"/> Renewal of Existing Contract | <input type="checkbox"/> Other                          |

Vendor/Contractor a Historically Underutilized Business (HUB) (?)

- Yes
- No
- Unknown

Contract NTE\* (?)

\$ 2,700,000.00

Rate(s)/Rate(s) Description

N/A

Unit(s) Served\*

N/A

G/L Code(s)\*

N/A

Current Fiscal Year Purchase Order Number\*

N/A

Contract Requestor\*

Sheenia Williams-Wesley

Contract Owner\*

Monalisa Jiles

File Upload (?)

**Evaluation of Current Fiscal Year Performance** 

Have there been any significant performance deficiencies within the current fiscal year?\*

- Yes
- No

Were Services delivered as specified in the contract?\*

- Yes
- No

Did Contractor perform duties in a manner consistent with standards of the profession?\*

- Yes
- No

Did Contractor adhere to the contracted schedule?\* (?)

- Yes
- No

Were reports, billing and/or invoices submitted in a timely manner?\* (?)

- Yes
- No

Did Contractor provide adequate or proper supporting documentation of time spent rendering services for the Agency?\* (?)

- Yes
- No

Did Contractor render services consistent with Agency policy and procedures?\* (?)

- Yes
- No

Maintained legally required standards for certification, licensure, and/or training?\* (?)

- Yes
- No

**Renewal Determination** 

Is the contract being renewed for next fiscal year with this Contractor?\* (?)

Yes  No

Renewal Information for Next Fiscal Year

Budget Units and Amounts Charged to each Budget Unit

Budget Unit Number*	Amount Charged to Unit*	Expense/GL Code No. *
6205	\$ 2,700,000.00	540000
<b>Budget Manager*</b>	<b>Secondary Budget Manager*</b>	
Williams-Wesley, Sheenia	Jiles, Monalisa	

Provide Rate and Rate Descriptions if applicable\* (?)

n/a

Project WBS (Work Breakdown Structure)\* (?)

n/a

Fiscal Year* (?)	Amount* (?)
2025	\$ 2,700,000.00

Next Fiscal Year Not to Exceed Amount for Master Pooled Contracts

Contract Funding Source\*

County

Contract Content Changes

Are there any required changes to the contract language?\* (?)

Yes  No

Will the scope of the Services change?\*

Yes  No

Is the payment deadline different than net (45)?\*

Yes  No

Are there any changes in the Performance Targets?\*

Yes  No

Are there any changes to the Submission deadlines for notes or supporting documentation?\*

Yes  No

File Upload (?)

Contract Owner

Contract Owner\* (?)

Please Select Contract Owner


Monalisa Jiles



Budget Manager Approval(s) 

Approved by

*Shemica Williams-Wesley*

Contract Owner Approval 

Approved by

*Monalisa Tiles*

Contracts Approval

Approve \*

- Yes
- No, reject entire submission
- Return for correction

Approved by \*

*Belinda Stude*

Approval Date \*

8/22/2024



# Annual Renewal Evaluation

## Current Fiscal Year Contract Information

**Current Fiscal Year**

2025

**Contract ID#\***

2023-0661

**Contractor Name\***

Harris County Sheriff's Office

**Service Provided\* (?)**

Mental Health and IDD Services to Inmates Housed in the Detention Facilities Operated by HSCO.

**Renewal Term Start Date\***

10/1/2024

**Renewal Term End Date\***

9/30/2025

**Term for Off-Cycle Only (For Reference Only)**

**Agenda Item Submitted For: (?)**

- Information Only (Total NTE Amount is Less than \$250,000.00)
- Board Approval (Total NTE Amount is \$250,000.00 or more)
- Grant Proposal
- Revenue
- SOW-Change Order-Amendment#
- Other

**Procurement Method(s)\***

Check all that Apply

- |  |  |
|--|--|
| <input type="checkbox"/> Competitive Bid                                 | <input type="checkbox"/> Competitive Proposal      |
| <input type="checkbox"/> Request for Proposal                            | <input type="checkbox"/> Sole Source               |
| <input type="checkbox"/> Request for Application                         | <input type="checkbox"/> Request for Qualification |
| <input type="checkbox"/> Request for Quote                               | <input type="checkbox"/> Tag-On                    |
| <input checked="" type="checkbox"/> Interlocal                           | <input type="checkbox"/> Consumer Driven           |
| <input type="checkbox"/> Not Applicable (If there are no funds required) | <input type="checkbox"/> Other                     |

**Contract Description / Type**

- |  |   |
|--|---|
| <input type="checkbox"/> Personal/Professional Services          | <input type="checkbox"/> Consultant                     |
| <input type="checkbox"/> Consumer Driven Contract                | <input type="checkbox"/> New Contract/Agreement         |
| <input type="checkbox"/> Memorandum of Understanding             | <input type="checkbox"/> Amendment to Existing Contract |
| <input type="checkbox"/> Affiliation or Preceptor                | <input type="checkbox"/> Service/Maintenance            |
| <input type="checkbox"/> BAA/DUA                                 | <input type="checkbox"/> IT/Software License Agreement  |
| <input type="checkbox"/> Pooled Contract                         | <input type="checkbox"/> Lease                          |
| <input checked="" type="checkbox"/> Renewal of Existing Contract | <input type="checkbox"/> Other                          |

**Vendor/Contractor a Historically Underutilized Business (HUB) (?)**

- Yes
- No
- Unknown

Contract NTE\* (?)

\$ 10,000,000.00

Rate(s)/Rate(s) Description

N/A

Unit(s) Served\*

N/A

G/L Code(s)\*

N/A

Current Fiscal Year Purchase Order Number\*

N/A

Contract Requestor\*

Sheenia Williams-Wesley

Contract Owner\*

Monalisa Jiles

File Upload (?)

### Evaluation of Current Fiscal Year Performance

Have there been any significant performance deficiencies within the current fiscal year?\*

Yes  No

Were Services delivered as specified in the contract?\*

Yes  No

Did Contractor perform duties in a manner consistent with standards of the profession?\*

Yes  No

Did Contractor adhere to the contracted schedule?\* (?)

Yes  No

Were reports, billing and/or invoices submitted in a timely manner?\* (?)

Yes  No

Did Contractor provide adequate or proper supporting documentation of time spent rendering services for the Agency?\* (?)

Yes  No

Did Contractor render services consistent with Agency policy and procedures?\* (?)

Yes  No

Maintained legally required standards for certification, licensure, and/or training?\* (?)

Yes  No

### Renewal Determination

Is the contract being renewed for next fiscal year with this Contractor?\* (?)

Yes  No

### Renewal Information for Next Fiscal Year

**Budget Units and Amounts Charged to each Budget Unit**

Budget Unit Number*	Amount Charged to Unit*	Expense/GL Code No.*
6201	\$ 1,762,208.00	540000

Budget Manager* Williams-Wesley, Sheenia	Secondary Budget Manager* Jiles, Monalisa
---	--

Budget Unit Number*	Amount Charged to Unit*	Expense/GL Code No.*
6202	\$ 2,520,015.00	540000

Budget Manager* Williams-Wesley, Sheenia	Secondary Budget Manager* Jiles, Monalisa
---	--

Budget Unit Number*	Amount Charged to Unit*	Expense/GL Code No.*
6203	\$ 1,987,801.00	540000

Budget Manager* Williams-Wesley, Sheenia	Secondary Budget Manager* Jiles, Monalisa
---	--

Budget Unit Number*	Amount Charged to Unit*	Expense/GL Code No.*
6204	\$ 3,729,976.00	540000

Budget Manager* Williams-Wesley, Sheenia	Secondary Budget Manager* Jiles, Monalisa
---	--

Provide Rate and Rate Descriptions if applicable\* (?)

n/a

Project WBS (Work Breakdown Structure)\* (?)

n/a

Fiscal Year* (?)	Amount* (?)
2025	\$ 10,000,000.00

Next Fiscal Year Not to Exceed Amount for Master Pooled Contracts

Contract Funding Source\*

County

**Contract Content Changes**

Are there any required changes to the contract language?\* (?)

Yes  No

Will the scope of the Services change?\*

Yes  No

Is the payment deadline different than net (45)?\*

Yes  No

Are there any changes in the Performance Targets?\*

Yes  No

Are there any changes to the Submission deadlines for notes or supporting documentation?\*

Yes  No

File Upload (?)

Contract Owner

Contract Owner\* (?)

Please Select Contract Owner

Monalisa Jiles

Budget Manager Approval(s)

Approved by

*Sherica Williams-Wesley*

Contract Owner Approval

Approved by

*Monalisa Jiles*

Contracts Approval

Approve\*

- Yes
- No, reject entire submission
- Return for correction

Approved by\*

*Belinda Stude*

Approval Date\*

8/12/2024



# Executive Contract Summary

## Contract Section



**Contractor\***

MOU between The Harris Center and Brazos Valley Mental Health

**Contract ID #\***

NA

**Presented To\***

- Resource Committee
- Full Board

**Date Presented\***

9/17/2024

**Parties\* (?)**

The Harris Center and Brazos Valley Mental Health

**Agenda Item Submitted For:\* (?)**

- Information Only (Total NTE Amount is Less than \$250,000.00)
- Board Approval (Total NTE Amount is \$250,000.00 or more)
- Grant Proposal
- Revenue
- SOW-Change Order-Amendment#
- Other Interlocal

**Procurement Method(s)\***

Check all that Apply

- Competitive Bid
- Request for Proposal
- Request for Application
- Request for Quote
- Interlocal
- Not Applicable (If there are no funds required)
- Competitive Proposal
- Sole Source
- Request for Qualification
- Tag-On
- Consumer Driven
- Other

**Funding Information\***

- New Contract
- Amendment

**Contract Term Start Date\* (?)**

7/19/2024

**Contract Term End Date\* (?)**

8/31/2024

If contract is off-cycle, specify the contract term (?)

NA

**Fiscal Year\* (?)**

2024

**Amount\* (?)**

\$ 7,100.00

**Funding Source\***

State

**Contract Description / Type\* (?)**

- Personal/Professional Services
- Consumer Driven Contract
- Memorandum of Understanding
- Affiliation or Preceptor
- BAA/DUA
- Pooled Contract
- Renewal of Existing Contract
- Consultant
- New Contract/Agreement
- Amendment to Existing Contract
- Service/Maintenance
- IT/Software License Agreement
- Lease
- Other

**Justification/Purpose of Contract/Description of Services Being Provided\* (?)**

The Harris Center will share funds with Brazos Valley for Mental Health First Aid classes.

**Contract Owner\***

Jennifer Battle

**Previous History of Contracting with Vendor/Contractor\***

Yes  No  Unknown

**Vendor/Contractor a Historically Underutilized Business (HUB)\* (?)**

Yes  No  Unknown

**Community Partnership\* (?)**

Yes  No  Unknown

**Supporting Documentation Upload (?)**

MOU- Brazo's Valley (1).pdf

78.23KB

**Vendor/Contractor Contact Person**

**Name\***

Carroll Prasad

**Address\***

Street Address

9401 Southwest Freeway

Address Line 2

9401 Southwest Freeway

City

Houston

Postal / Zip Code

77074

State / Province / Region

Texas

Country

United States

**Phone Number\***

8034792587

**Email\***

carroll.prasad@theharriscenter.org

**Budget Section**

**Budget Units and Amounts Charged to each Budget Unit**

<b>Budget Unit Number*</b>	<b>Amount Charged to Unit*</b>	<b>Expense/GL Code No.*</b>
7003	\$ 7,100.00	549003

<b>Budget Manager</b>	<b>Secondary Budget Manager</b>
Ilejay, Kevin	Campbell, Ricardo

Provide Rate and Rate Descriptions if applicable\* (?)

No more than \$7,100.00

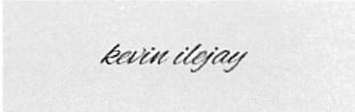
Project WBS (Work Breakdown Structure)\* (?)

NA

<b>Requester Name</b>	<b>Submission Date</b>
Prasad, Carroll	8/1/2024

**Budget Manager Approval(s)**

Approved by



Approval Date  
8/2/2024

**Procurement Approval**

File Upload (?)

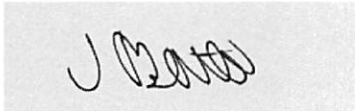
Approved by

Sign

Approval Date

**Contract Owner Approval**

Approved by



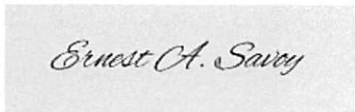
Approval Date  
8/2/2024

**Contracts Approval**

Approve\*

- Yes
- No, reject entire submission
- Return for correction

Approved by\*



Approval Date\*  
8/6/2024





# Executive Contract Summary

## Contract Section



**Contractor\***

Texas Family First Prevention Services

**Contract ID #\***

n/a

**Presented To\***

- Resource Committee
- Full Board

**Date Presented\***

9/17/2024

**Parties\* (?)**

Texas Department of Family and Protective Services (DFPS) and The Harris Center for Mental Health and IDD Services

**Agenda Item Submitted For:\* (?)**

- Information Only (Total NTE Amount is Less than \$250,000.00)
- Board Approval (Total NTE Amount is \$250,000.00 or more)
- Grant Proposal
- Revenue
- SOW-Change Order-Amendment#
- Other

**Procurement Method(s)\***

Check all that Apply

- Competitive Bid
- Request for Proposal
- Request for Application
- Request for Quote
- Interlocal
- Not Applicable (If there are no funds required)
- Competitive Proposal
- Sole Source
- Request for Qualification
- Tag-On
- Consumer Driven
- Other

**Funding Information\***

- New Contract
- Amendment

**Contract Term Start Date\* (?)**

9/1/2024

**Contract Term End Date\* (?)**

8/31/2025

If contract is off-cycle, specify the contract term (?)

**Fiscal Year\* (?)**

2025

**Amount\* (?)**

\$ 2,619,514.86

**Funding Source\***

State

**Contract Description / Type\* (?)**

- Personal/Professional Services
- Consumer Driven Contract
- Memorandum of Understanding
- Affiliation or Preceptor
- BAA/DUA
- Pooled Contract
- Renewal of Existing Contract
- Consultant
- New Contract/Agreement
- Amendment to Existing Contract
- Service/Maintenance
- IT/Software License Agreement
- Lease
- Other

**Justification/Purpose of Contract/Description of Services Being Provided\* (?)**

To implement an approved evidence-based family preservation services that demonstrate the ability to prevent the need for entry into foster care in Harris County to families referred by DFPS.

**Contract Owner\***

Tiffanie Williams-Brooks

**Previous History of Contracting with Vendor/Contractor\***

Yes  No  Unknown

**Vendor/Contractor a Historically Underutilized Business (HUB)\* (?)**

Yes  No  Unknown

**Community Partnership\* (?)**

Yes  No  Unknown

**Supporting Documentation Upload (?)**

**Vendor/Contractor Contact Person**

**Name\***

Rene Fernandez

**Address\***

Street Address

501 Hawkins Boulevard

Address Line 2

City

El Paso

Postal / Zip Code

79915-1945

State / Province / Region

TX

Country

US

**Phone Number\***

512-568-4173

**Email\***

rene.fernandez@dfps.texas.gov

**Budget Section**

**Budget Units and Amounts Charged to each Budget Unit**

<b>Budget Unit Number*</b>	<b>Amount Charged to Unit*</b>	<b>Expense/GL Code No.*</b>
4161	\$ 2,619,514.86	437003

<b>Budget Manager</b>	<b>Secondary Budget Manager</b>
Smith, Janai	Shelby, Debbie

**Provide Rate and Rate Descriptions if applicable\* (?)**  
n/a

**Project WBS (Work Breakdown Structure)\* (?)**  
n/a

<b>Requester Name</b>	<b>Submission Date</b>
Williams-Wesley, Sheenia	8/20/2024

**Budget Manager Approval(s)**

**Approved by**

*Janai Lynette Smith*

**Approval Date**  
8/20/2024

**Procurement Approval**

**File Upload (?)**

**Approved by**

Sign

**Approval Date**

**Contract Owner Approval**

**Approved by**

*Sheenia Williams Brooks, M.A., D.P.C.'S*

**Approval Date**  
8/22/2024

**Contracts Approval**

**Approve\***

- Yes
- No, reject entire submission
- Return for correction

**Approved by\***

*Belinda Stude*

**Approval Date\***  
8/22/2024



## Annual Renewal Evaluation

### Current Fiscal Year Contract Information

**Current Fiscal Year**

2024

**Contract ID# \***

2022-0468

**Contractor Name \***

Texas Parks and Wildlife

**Service Provided\* (?)**

Expanding construction of a Youth and Family Wellness Center to build a specified youth wing within clinic that will add wraparound services for youth and seniors.

**Renewal Term Start Date \***

9/1/2024

**Renewal Term End Date \***

8/31/2025

**Term for Off-Cycle Only (For Reference Only)**

**Agenda Item Submitted For: (?)**

- Information Only (Total NTE Amount is Less than \$250,000.00)
- Board Approval (Total NTE Amount is \$250,000.00 or more)
- Grant Proposal
- Revenue
- SOW-Change Order-Amendment#
- Other

**Procurement Method(s) \***

Check all that Apply

- |  |   |
|--|---|
| <input type="checkbox"/> Competitive Bid                                 | <input type="checkbox"/> Competitive Proposal         |
| <input type="checkbox"/> Request for Proposal                            | <input type="checkbox"/> Sole Source                  |
| <input type="checkbox"/> Request for Application                         | <input type="checkbox"/> Request for Qualification    |
| <input type="checkbox"/> Request for Quote                               | <input type="checkbox"/> Tag-On                       |
| <input type="checkbox"/> Interlocal                                      | <input type="checkbox"/> Consumer Driven              |
| <input type="checkbox"/> Not Applicable (If there are no funds required) | <input checked="" type="checkbox"/> Other Grant Funds |

**Contract Description / Type**

- |  |   |
|--|---|
| <input type="checkbox"/> Personal/Professional Services          | <input type="checkbox"/> Consultant                     |
| <input type="checkbox"/> Consumer Driven Contract                | <input type="checkbox"/> New Contract/Agreement         |
| <input type="checkbox"/> Memorandum of Understanding             | <input type="checkbox"/> Amendment to Existing Contract |
| <input type="checkbox"/> Affiliation or Preceptor                | <input type="checkbox"/> Service/Maintenance            |
| <input type="checkbox"/> BAA/DUA                                 | <input type="checkbox"/> IT/Software License Agreement  |
| <input type="checkbox"/> Pooled Contract                         | <input type="checkbox"/> Lease                          |
| <input checked="" type="checkbox"/> Renewal of Existing Contract | <input type="checkbox"/> Other                          |

**Vendor/Contractor a Historically Underutilized Business (HUB) (?)**

- Yes
- No
- Unknown

Contract NTE\* (?)

\$ 0.00

Rate(s)/Rate(s) Description

0

Unit(s) Served\*

0

G/L Code(s)\*

0

Current Fiscal Year Purchase Order Number\*

0

Contract Requestor\*

Shiela Oquin

Contract Owner\*

Tiffanie Williams-Brooks

File Upload (?)

### Evaluation of Current Fiscal Year Performance



Have there been any significant performance deficiencies within the current fiscal year?\*

Yes  No

Were Services delivered as specified in the contract?\*

Yes  No

Did Contractor perform duties in a manner consistent with standards of the profession?\*

Yes  No

Did Contractor adhere to the contracted schedule?\* (?)

Yes  No

Were reports, billing and/or invoices submitted in a timely manner?\* (?)

Yes  No

Did Contractor provide adequate or proper supporting documentation of time spent rendering services for the Agency?\* (?)

Yes  No

Did Contractor render services consistent with Agency policy and procedures?\* (?)

Yes  No

Maintained legally required standards for certification, licensure, and/or training?\* (?)

Yes  No

### Renewal Determination



Is the contract being renewed for next fiscal year with this Contractor?\* (?)

Yes  No

### Renewal Information for Next Fiscal Year



### Budget Units and Amounts Charged to each Budget Unit

Budget Unit Number*	Amount Charged to Unit*	Expense/GL Code No.*
4780	\$ 0.00	000000
<b>Budget Manager*</b> Smith, Janai		<b>Secondary Budget Manager*</b> Hooper Jr., Michael

Provide Rate and Rate Descriptions if applicable\* (?)  
0.00

Project WBS (Work Breakdown Structure)\* (?)  
0.00

Fiscal Year* (?)	Amount* (?)
2024	\$ 0.00

Next Fiscal Year Not to Exceed Amount for Master Pooled Contracts

Contract Funding Source\*  
State Grant

#### Contract Content Changes

Are there any required changes to the contract language?\* (?)

Yes  No

Will the scope of the Services change?\*

Yes  No

Is the payment deadline different than net (45)?\*

Yes  No

Are there any changes in the Performance Targets?\*

Yes  No

Are there any changes to the Submission deadlines for notes or supporting documentation?\*

Yes  No

File Upload (?)

#### Contract Owner

Contract Owner\* (?)

Please Select Contract Owner

Todd McCorquodale

#### Budget Manager Approval(s)

Approved by

*Janae Lynette Smith*

Contract Owner Approval



Approved by

*Stephan Williams-Brooks, M.A., LSP, C.S.*

Contracts Approval

Approve\*

- Yes
- No, reject entire submission
- Return for correction

Approved by\*

*Belinda Stude*

Approval Date\*

8/21/2024



# Executive Contract Summary

## Contract Section

**Contractor\***

Texas Workforce Commission

**Contract ID #\***

2021-0042

**Presented To\***

- Resource Committee
- Full Board

**Date Presented\***

9/17/2024

**Parties\* (?)**

Texas Workforce Commission and The Harris Center for Mental Health and IDD

**Agenda Item Submitted For:\* (?)**

- Information Only (Total NTE Amount is Less than \$250,000.00)
- Board Approval (Total NTE Amount is \$250,000.00 or more)
- Grant Proposal
- Revenue
- SOW-Change Order-Amendment#
- Other

**Procurement Method(s)\***

Check all that Apply

- Competitive Bid
- Request for Proposal
- Request for Application
- Request for Quote
- Interlocal
- Not Applicable (If there are no funds required)
- Competitive Proposal
- Sole Source
- Request for Qualification
- Tag-On
- Consumer Driven
- Other

**Funding Information\***

- New Contract
- Amendment

**Contract Term Start Date\* (?)**

2/1/2024

**Contract Term End Date\* (?)**

4/30/2024

If contract is off-cycle, specify the contract term (?)

**Fiscal Year\* (?)**

2024

**Amount\* (?)**

\$ 500.00

**Funding Source\***

General Revenue (GR)



**Contract Description / Type\* (?)**

- Personal/Professional Services
- Consumer Driven Contract
- Memorandum of Understanding
- Affiliation or Preceptor
- BAA/DUA
- Pooled Contract
- Renewal of Existing Contract
- Consultant
- New Contract/Agreement
- Amendment to Existing Contract
- Service/Maintenance
- IT/Software License Agreement
- Lease
- Other

**Justification/Purpose of Contract/Description of Services Being Provided\* (?)**

Contract Term was briefly extended from 1/31/2024 to 4/30/2024 resulting in a fee of \$500.  
Contract is now expired; however, the last invoice is pending due.

**Contract Owner\***

Lance Britt

**Previous History of Contracting with Vendor/Contractor\***

Yes  No  Unknown

**Please add previous contract dates and what services were provided\***

02-01-2023 to 01-31-2024

**Vendor/Contractor a Historically Underutilized Business (HUB)\* (?)**

Yes  No  Unknown

**Community Partnership\* (?)**

Yes  No  Unknown

**Supporting Documentation Upload (?)**

2921PEN033\_CD.TWCSHEET, signature.pdf 378.48KB

**Vendor/Contractor Contact Person** ^

**Name\***

Melissa Carrillo

**Address\***

Street Address

Contracts & Billing Management

Address Line 2

P.O Box 322

City

Austin

Postal / Zip Code

78767-0322

State / Province / Region

TX

Country

USA

**Phone Number\***

737.667.5198

**Email\***

melissa.carrillo@twc.texas.gov

**Budget Section** ^

**Budget Units and Amounts Charged to each Budget Unit**

Budget Unit Number\*

2299

Amount Charged to Unit\*

\$ 500.00

Expense/GL Code No.\*

574000

Budget Manager

Shelby, Debbie

Secondary Budget Manager

Hooper Jr., Michael

Provide Rate and Rate Descriptions if applicable\* (?)

0.00

Project WBS (Work Breakdown Structure)\* (?)

0.00

Requester Name

Shelby, Debbie

Submission Date

8/27/2024

Budget Manager Approval(s)

Approved by

*Debbie Chambers Shelby*

Approval Date

8/27/2024

Procurement Approval

File Upload (?)

Approved by

*Sharon Brauner*

Approval Date

8/28/2024

Contract Owner Approval

Approved by

*Lance Britt*

Approval Date

8/28/2024

Contracts Approval

Approve\*

- Yes
- No, reject entire submission
- Return for correction

Approved by\*

*Belinda Stude*

Approval Date\*

8/28/2024



# Executive Contract Summary

## Contract Section



**Contractor\***

University of Houston School of Social Work (MH-RITES)

**Contract ID #\***

2021-0280

**Presented To\***

- Resource Committee
- Full Board

**Date Presented\***

8/2/2024

**Parties\* (?)**

UH and Healthy Minds Healthy Communities

**Agenda Item Submitted For:\* (?)**

- Information Only (Total NTE Amount is Less than \$250,000.00)
- Board Approval (Total NTE Amount is \$250,000.00 or more)
- Grant Proposal
- Revenue
- SOW-Change Order-Amendment#
- Other

**Procurement Method(s)\***

Check all that Apply

- |  |  |
|--|--|
| <input type="checkbox"/> Competitive Bid                                 | <input type="checkbox"/> Competitive Proposal      |
| <input type="checkbox"/> Request for Proposal                            | <input type="checkbox"/> Sole Source               |
| <input type="checkbox"/> Request for Application                         | <input type="checkbox"/> Request for Qualification |
| <input type="checkbox"/> Request for Quote                               | <input type="checkbox"/> Tag-On                    |
| <input checked="" type="checkbox"/> Interlocal                           | <input type="checkbox"/> Consumer Driven           |
| <input type="checkbox"/> Not Applicable (If there are no funds required) | <input type="checkbox"/> Other                     |

**Funding Information\***

- New Contract
- Amendment

**Contract Term Start Date\* (?)**

9/1/2024

**Contract Term End Date\* (?)**

10/25/2024

If contract is off-cycle, specify the contract term (?)

**Current Contract Amount\***

\$ 636,294.00

**Increase Not to Exceed\***

\$ -414,411.07

**Revised Total Not to Exceed (NTE)\***

\$ 221,882.93

Fiscal Year\* (?)

2025

Amount\* (?)

\$ 221,882.93

Funding Source\*

Federal

Contract Description / Type\* (?)

- Personal/Professional Services
- Consumer Driven Contract
- Memorandum of Understanding
- Affiliation or Preceptor
- BAA/DUA
- Pooled Contract
- Renewal of Existing Contract
- Consultant
- New Contract/Agreement
- Amendment to Existing Contract
- Service/Maintenance
- IT/Software License Agreement
- Lease
- Other

Justification/Purpose of Contract/Description of Services Being Provided\* (?)

External program evaluation of the Community Initiated Mental Health and Resilience Care ARPA program as required by Harris County. Annual funding.

Contract Owner\*

Jennifer Battle

Previous History of Contracting with Vendor/Contractor\*

- Yes
- No
- Unknown

Please add previous contract dates and what services were provided\*

02/1/2022-09/30/2024

Vendor/Contractor a Historically Underutilized Business (HUB)\* (?)

- Yes
- No
- Unknown

Community Partnership\* (?)

- Yes
- No
- Unknown

Supporting Documentation Upload (?)

Vendor/Contractor Contact Person



Name\*

Robin Gearing

Address\*

Street Address

3511 Cullen Boulevard

Address Line 2

City

Houston

Postal / Zip Code

77004

State / Province / Region

TX

Country

US

Phone Number\*

713-743-8672

Email\*

rgearing@uh.edu

Budget Section

Budget Units and Amounts Charged to each Budget Unit

Budget Unit Number*	Amount Charged to Unit*	Expense/GL Code No.*
7008	\$ 221,882.93	542000
<b>Budget Manager</b>	<b>Secondary Budget Manager</b>	
Ilejay, Kevin	Campbell, Ricardo	

Provide Rate and Rate Descriptions if applicable\* (?)

n/a

Project WBS (Work Breakdown Structure)\* (?)

n/a

Requester Name

Wong, Millie

Submission Date

8/2/2024

Budget Manager Approval(s)

Approved by

*Kevin Ilejay*

Approval Date

8/2/2024

Contract Owner Approval

Approved by

*J. Wong*

Approval Date

8/2/2024

Contracts Approval

Approve\*

- Yes
- No, reject entire submission
- Return for correction

Approved by\*

*Ernest A. Savoy*

Approval Date\*

8/6/2024

# EXHIBIT F-9



**Authorization to create FY25 Open PO to pay for  
CPEP/HCPI/Admin Employee Surface Parking at the Texas Medical Center**

The Harris Center's Purchasing Department is requesting approval of an Open PO to cover staff parking fees for a NTE amount of \$249,300.

Vendor	Service Description	FY 2025 NTE \$Amount	Funding	Comments
Texas Medical Center/LAZ	NPC Employee Parking Fees	\$170,000	FY 2025 Budget	Funds are required to cover Employee Parking Expense for the following units: 9206, 9209, 9211
Texas Medical Center/LAZ	Pharmacy Employee Parking Fees	\$1,300	FY 2025 Budget	1135
	HCPI / COC (Continuity of Care)	\$78,000	FY 2025 Budget	2180-\$54,000 /1131-\$24,000

**Surface and Garage Parking:** Direct pay to Texas Medical Center (TMC/LAZ Parking) for staff parking at NPC. This pays for contract parking for staff that park at NPC. NPC staff park at the SMITH LANDS Lot and Garage 4.

**Parking Reimbursement:** pays for individuals who work at NPC but choose to get reimbursed for their parking. They may choose to ride the bus or Uber but get reimbursed at the same rate as if the agency paid directly for their parking.

Projected cost includes 10%, increase in costs for anticipated rate increase in January.

**Submitted By:**

DocuSigned by:

*Sharon Brauner*

258C3C5A8EF9418...

Sharon Brauner, C.P.M., A.P.P.  
Purchasing Manager

**Recommended By:**

DocuSigned by:

*Nina Cook*

5183F40913774C8...

Nina M. Cook, MBA, CTCM, CTCD  
Director of Purchasing

DocuSigned by:

*Stanley Adams*

E758E9D6BGF04D3...

Stanley Adams, MBA  
Chief Financial Officer

# **EXHIBIT F-10**



Status **Pending** PolicyStat ID **15480307**

Origination	N/A
Last Approved	N/A
Effective	Upon Approval
Last Revised	N/A
Next Review	1 year after approval

Owner	Danny Hernandez
Area	Medical Services
Document Type	Agency Procedure

## IDD Medication Storage, Maintenance and Disposal

### 1. PURPOSE:

To outline the process which will be followed for storage, maintenance and disposal of medications in the IDD residential and community settings.

### 2. APPLICABILITY/SCOPE:

All The Harris Center employees, staff, contractors, volunteers, and interns involved in the preparation, storage, and administration of medications.

### 3. REGULATORY/REFERENCE DOCUMENTS:

CARF

[Storage of Drugs, 22 Tex. Admin. Code, Part 15, Subchapter A, Rule 291.15](#)

### 4. DEFINITIONS:

Medication control is identified as the process of physically controlling, storing, transporting, and disposing of medications, including those self-administered by the person served.

### 5. PROCEDURES:

#### Medication Storage

- A. All medications shall be properly labeled (individual's name, name of medication, dosage, and instructions for use, etc.)

- B. Medications shall be store under lock and key, controlled medication are to be double locked.
- C. Medications shall be stored separately for each individual.
- D. Oral and topical medications shall be stored separately.
- E. Storage areas shall be kept clean, well lit, and clutter free.
- F. Medications requiring special conditions for storage (refrigeration) shall be store in a separate compartment or refrigerator capable of maintaining the conditions indicated in the directions. Medications shall not be stored in refrigerators where blood, urine or food are kept.

### Medication Transport

- A. Medications received from the pharmacy will be verified with current physician orders by the program nurse.
- B. After medication are verified to be correct the nurse will send medications to the home with direct care staff when picking up individuals from the day program or nurse will deliver to the home.
- C. Medications are to be taken straight to the home, and will not at any time be left alone in vehicle.
- D. Medications taken on field trips will be kept in a cooler in a secure location.

### Medication Maintenance

- A. Count sheets will be kept for all routine and controlled medications.
- B. Medication count will be completed at the beginning of each shift. Any discrepancies in the count are to be reported to the nurse immediately.
- C. Staff are to request refills of medications when a 7 day supply is remaining (3 in CRU). If refill is not received within 4 days notify the nurse.
- D. All ordered PRN medications shall be available.
- E. Nurse will make medication monitoring visits once ~~a month~~ bi-weekly to review medication supply, medication expiration, and medication administration and documentation.
- F. Nurse will reconcile medication, MAR, and orders when received from the pharmacy and deliver to the homes.

### Offsite ~~Off~~ isite Medication Use

- A. **Home Visits:**
  1. When individuals go on home visits enough medications will be sent with the individual to cover all scheduled medication times.
  2. Staff will complete the medication count on the "Residential Service-Therapeutic Pass" prior to the individual leaving the facility and again when they return. Any discrepancies shall be reported to the nurse.
- B. **Emergency Evacuation:**
  1. In the event of an evacuation all medication bins will be taken along with the medication administration records (MAR), medication count sheets, client info sheet,

and insurance information.

2. Medication will be securely stored at the location site.

**C. Field Trips**

1. When medications are scheduled during a field trip staff will call nurse to determine if the medication can be given prior to departure or after arrival from the trip.
2. If medication must be given during the trip staff will take medication to be given, MAR and count sheet.

**Medication Disposal**

- A. Expired and discontinued medications (including controlled) shall be removed from the medication bin and placed in a bag to return to the nurse along with the count sheets.
- B. Nurse shall verify medications for disposal and place in the approved medication disposal container to send to the pharmacy.
- C. Once container is full nurse will notify the pharmacy for pickup of medications.

**~~6. RELATED POLICIES/FORMS:~~ (Procedure must list the Agency Related Policy)**

**7. RELATED POLICIES/FORMS: MED.PHA.A.2 - Medication Storage, Preparation, and Administration Areas**

Medication Count Sheet

Residential Service-Therapeutic Pass

**Approval Signatures**

Step Description	Approver	Date
Management of Board Approval	Christopher Webb: Audit	Pending
CEO Approval	Wayne Young: Exec	08/2024
2nd Legal Review	Kendra Thomas: Counsel	07/2024
CMO Review	Luming Li: Chief Medical Ofcr (1101 1817)	06/2024
Legal 1st Review	Obiajulu Enaohwo	06/2024

Department Review I	Kia Walker: Chief Nursing Officer	06/2024
Initial	Danny Hernandez	06/2024

# **EXHIBIT F-11**

Status **Pending** PolicyStat ID **15691043**

Origination	N/A
Last Approved	N/A
Effective	Upon Approval
Last Revised	N/A
Next Review	1 year after approval

Owner	Tanya White: Mgr
Area	Medical Services
Document Type	Agency Policy

## Pharmacy Staff Training Policy

### 1. PURPOSE:

The purpose of this policy is to define the process for supervision and delegation of training of Harris Center Pharmacy Staff.

### 2. POLICY:

The Harris Center for Mental Health and IDD (Harris Center) employs Pharmacists, Pharmacy Interns, Pharmacy Students, Pharmacy Technicians, Pharmacy Technicians in Training and Pharmacy Clerks Registered by the Texas State Board of Pharmacy. They work under the delegated authority of a Pharmacist in Charge licensed by the Texas State Board of Pharmacy (TSBP). The Harris Center will comply with all rules and regulations that govern this arrangement including those set forth by the Texas State Board of Pharmacy (TSBP) as applicable.

### 3. APPLICABILITY/SCOPE:

All Harris Center Pharmacies

### 4. RELATED POLICIES/FORMS (for reference only):

Pharmacy Training Checklist

Job Description

Pharmacy Operations and Prescription Processing Policy

Employee Handbook

## 5. PROCEDURE:

~~Pharmacy Technician Use and Supervision Procedure~~ [Pharmacy Technician Use and Supervision Procedure](#)

~~Pharmacy Staffing Procedure~~ [Pharmacy Staffing Procedure](#)

Pharmacy Technician Training Program Procedure

~~Pharmacy APPE Student/Intern Procedure~~ [Pharmacy APPE Student/Intern Procedure](#)

Pharmacist Training Checklist

## 6. REFERENCES: RULES/REGULATIONS/STANDARDS:

Texas State Board of Pharmacy:

[Pharmacy Technicians and Pharmacy Technician Trainees, 22](#) Texas Administrative Code, Rule §297.1 – 297.7

### Approval Signatures

Step Description	Approver	Date
Management of Board Approval	Christopher Webb: Audit	Pending
CEO/Board Approval	Wayne Young: Exec	08/2024
Legal 2nd Review	Kendra Thomas: Counsel	07/2024
Pharmacy & Therapeutic Committee	Angela Babin: Dir	07/2024
Pharmacy Department Review	Tanya White: Mgr	06/2024
Legal 1st Review	Obiajulu Enahwo	06/2024
CMO Review	Luming Li: Chief Medical Ofcr (1101 1817)	06/2024
Initial	Tanya White: Mgr	05/2024

# **EXHIBIT F-12**



Status **Pending** PolicyStat ID **16005195**

Origination	N/A
Last Approved	N/A
Effective	Upon Approval
Last Revised	N/A
Next Review	1 year after approval

Owner	Tanya White: Mgr
Area	Medical Services
Document Type	Agency Policy

## Prescription Monitoring Program (PMP) Policy

### 1. PURPOSE:

The purpose of this policy is to ensure that all applicable employees at The Harris Center for Mental Health and IDD (The Harris Center) evaluate the appropriate dispensing of controlled substances to consumers and report Texas Prescription Monitoring Program (Texas PMP) data.

### 2. POLICY:

It is the Policy of the Harris Center to value the safety of all patients ~~therefore before~~. Before prescribing certain medications, all applicable staff will check the Texas Prescription Monitoring Program (PMP), a statewide database that tracks prescription data of controlled substances and medications with misuse potential. These medications include opioids, benzodiazepines, barbiturates, stimulants, sedatives, and muscle relaxers.

### 3. APPLICABILITY/SCOPE:

All individuals employed by the Harris Center with Prescribing Authority including interns, externs, residents and all pharmacy staff.

### 4. RELATED POLICIES/FORMS (for reference only):

[MED.PHA.A.5 Pharmacy Services and Outpatient Prescription Purchase Plan](#)

[MED.PHA.A.5The Harris Center Professional Review Committee Policy](#)

[MED.PHA.A.6 The Harris Center Pharmacy Peer Review Policy](#)

[How to Register for TX PMP AWARE.docx](#)

## 5. PROCEDURE:

Pharmacy Texas PMP (Prescription Monitoring Program) Review Procedure

## 6. REFERENCES: RULES/REGULATIONS/STANDARDS:

[About - Texas Prescription Monitoring Program \(txpmp.org\)](#)

Texas State Board of Pharmacy Rules and Regulations DEA Pharmacist Manual, Section IX  
Prescriptions, Texas Health & Safety Code §481.074

Schedule II Prescriptions, Texas Health & Safety Code §481.075

The Controlled Substances Act, DEA United States Drug Enforcement Administration.  
<https://www.dea.gov/drug-information/csa>

Persons Entitled to Fill Prescriptions, 21 CFR §1306.04 (a)

## Approval Signatures

Step Description	Approver	Date
Management of Board Approval	Christopher Webb: Audit	Pending
CEO/Board Approval	Wayne Young: Exec	09/2024
Legal 2nd Review	Kendra Thomas: Counsel	08/2024
Pharmacy & Therapeutic Committee	Angela Babin: Dir	07/2024
Pharmacy Department Review	Tanya White: Mgr	07/2024
Legal 1st Review	Obiajulu Enahwo	07/2024
CMO Review	Luming Li: Chief Medical Ofcr (1101 1817)	07/2024
Initial	Tanya White: Mgr	06/2024

# **EXHIBIT F-13**

Status **Pending** PolicyStat ID **16214799**

Origination	09/2023
Last Approved	N/A
Effective	Upon Approval
Last Revised	09/2023
Next Review	1 year after approval

Owner	Maheshkumar Patel
Area	Medical Services
Document Type	Agency Policy

## MED.MH.A.1 Behavioral Crisis Safety and Intervention

### 1. PURPOSE:

To ensure the safety of consumers and employees to the fullest extent possible by providing timely, prudent and the least restrictive action when a person poses a threat of harm to self or others.

### 2. POLICY:

It is the policy of The Harris Center to protect the health, safety, and well-being of its consumers and employees by taking timely, prudent and the least restrictive action to prevent, assess the risk of, intervene in and respond to threats of harm to self (suicide), others (violence) and or behavioral health crisis.

### 3. APPLICABILITY/SCOPE:

All Harris Center programs and locations.

### 4. RELATED POLICIES/FORMS (for reference only):

- The Harris Center's Policy and Procedure Handbook ([hyperlink](#))
- Event Report (RLS)
- The Harris Center Suicide Prevention CARE PATHWAY ([include hyperlink here](#))
- HPD CIRCULAR (review if it needs to be in a procedure) ([include hyperlink here](#))

## 5. PROCEDURES:

N/A

## 6. REFERENCES: RULES/REGULATIONS/STANDARDS:

- TAC Title 37 Part 11 Chapter 380 Subchapter C. Division 4. Health Care Services. Rule 380.9187. Suicide Alert Definitions
- American Association of Suicidology. <https://suicidology.org/resources/warning-signs/>
- Mental Health Community Services Standards. General Provisions. Texas Administrative Code. Title 26 Part 1. Chapter 301. Subchapter G. Division 1. Rule 301.303. Definitions.
- Texas Mental Health Code Chapter 571. General Provisions: Sec 571.002
- Provider Clinical Responsibilities Mental Health Services, 25 Tex. Admin. Code, Part 1, Chapter 415
- Prescribing of Psychoactive Medications, 25 Tex. Admin. Code, Part 1, Chapter 415, Subchapter A
- Interventions in Mental Health Services, 25 Tex. Admin. Code, Part 1, Chapter 415, Subchapter F
- Determination of Manifest Dangerousness, 25 Tex. Admin. Code, Part 1, Chapter 415, Subchapter G
- Emergency Detention, Health and Safety Code, Title 7 Mental Health and Intellectual Disability, Subtitle C Texas Mental Health Code, Chapter 573

## Approval Signatures

Step Description	Approver	Date
Management of Board Approval	Christopher Webb: Audit	Pending
CEO	Wayne Young: Exec	09/2024
Legal 2nd Review	Kendra Thomas: Counsel	08/2024
Legal 1st Review	Obiajulu Enaohwo	08/2024
Department Review I	Luming Li: Chief Medical Ofcr (1101 1817) [MP]	08/2024
Initial	Maheshkumar Patel	08/2024

# **EXHIBIT F-14**

Status **Pending** PolicyStat ID **16214795**

Origination	09/2021	Owner	Wayne Young: Exec
Last Approved	N/A	Area	Leadership
Effective	Upon Approval	Document Type	Agency Policy
Last Revised	09/2023		
Next Review	1 year after approval		

## LD.A.13 - Code of Ethics Policy

### 1. PURPOSE:

The Harris Center for Mental Health and IDD ("The Center") requires its directors, officers, employees and contractors to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of The Center, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

All Harris Center Board of Trustees, employees, interns, volunteers and contractors.

### 2. POLICY:

The purpose of the Code of Ethics policy (the "Policy") is to increase awareness of potential conflicts of interest and to ensure that all Board of Trustees and personnel always demonstrate and adhere to the highest standards of ethical and professional conduct. The Policy is to ensure that the actions of all personnel reflect a competent, respectful, and professional approach when serving consumers, their families and/or representative, working with other providers, and interacting in the community we serve.

#### A. Conflicts of Interest

##### Trustee:

No trustee shall participate in a vote or decision on a matter involving a business entity or contract in which the Trustee or any related person in the first degree by consanguinity or affinity has a substantial interest or take any steps, directly or indirectly, to influence or persuade other Trustees or any employee in connection with such matter, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity. A person has a substantial interest in a business entity if:

- a. The person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
- b. Funds received by the person from the business entity exceeds 10% of the person's gross income for the previous year.

A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.

If a Trustee or any related person has a substantial interest in a business entity or in real property, the Trustee, before a vote or decision on any matter involving the business entity or the real property, where it is reasonably foreseeable that any action on the matter will have a special economic effect on the business entity or on the value of the property distinguishable from its effect on the public, shall file an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter. Such affidavit shall be filed with the secretary of the Board of Trustees and shall be maintained in the records of the Center.

A Trustee shall not hold another office or position where one office is accountable or subordinate to the other, or where there is an overlap of powers and duties such that the Trustee could not independently serve in both positions.

**Employee:**

Except in the circumstances and on the conditions provided below, no employee shall participate in any decision or take any action in his or her capacity as an employee of the Center on a matter involving a business entity or real property in which the employee or any related person has an interest where it is reasonably foreseeable that a decision or action on the matter would confer an economic benefit on the business entity, the employee or related person.

Any employee engaged in providing clinical/rehabilitative services and/or support outside of Center employment must obtain prior written approval from their department head, appropriate Vice President and the Chief Executive Officer Providing such services and/or support may be allowed if it does not interfere with or violate the efficient operation of The HARRIS CENTER or Board of Trustees approved Code of Ethics. Employees may not use Agency facilities or Agency property to assist them in providing such outside services and/or support; nor can employees use the Center's resources, personnel, facilities, or equipment for purposes other than for Center business.

**Trustee and/or Employee:**

No Trustee, nor any employee, shall accept any employment, office, or other position which might be expected to impair the independence or the judgment of such person in the performance of his or her duties with the Center.

***Examples of Conflict of Interest:***

1. Being employed (you or a close family member) by, or acting as a consultant to, a competitor or potential competitor, supplier or contractor, regardless of the nature of



- the employment, while you are employed with The Harris Center.
2. Hiring or supervising family members or closely related persons.
  3. Owning or having a substantial interest in a supplier or contractor of The Harris Center.
  4. Having a personal interest, financial interest or potential gain in any Harris Center transaction.
  5. Placing company business with a firm owned or controlled by a Harris Center employee or his or her family.
  6. Accepting gifts, discounts, favors or services from a customer/potential customer, competitor or supplier, unless equally available to Harris Center employees.

Determining whether a conflict of interest exists is not always easy to do. Employees with a conflict-of-interest question should seek advice from management. Before engaging in any activity, transaction or relationship that might give rise to a conflict of interest, employees must seek review from their managers or the HR department.

#### **B. Nepotism**

1. A Trustee or Chief Executive Officer may not hire as a paid officer or employee of the community center a person who is related to a member of the board of trustees by affinity within the second degree or by consanguinity within the third degree.
2. An officer or employee who is related to a member of the board of trustees in a prohibited manner may continue to be employed if the person began the employment not later than the 31<sup>st</sup> day before the date on which the member was appointed.
3. The officer or employee or the member of the board of trustees shall resign if the officer or employee began the employment later than the 31<sup>st</sup> day before the date on which the member was appointed.
4. If an officer or employee is permitted to remain in employment under subsection (2), the related member of the Board of Trustees may not participate in the deliberation of or voting on an issue on an issue that is specifically applicable to the officer or employee unless the issue affects the entire class or category of employees.

The term "relative" as used in this section means any person related to the Trustee or employee (not closer than Aunt, Uncle, or Cousin).

#### **C. Commencement of Service**

Upon appointment as a Trustee and upon the employment of any employee, each Trustee and each employee shall execute an acknowledgement that he or she has read this Code of Ethics, any and all changes, revisions, or additions as amended; agrees to abide by its terms and conditions; and represents to the Center that, to the best of his or her knowledge and belief, he or she is not aware of any prior or existing violations of such Code of Ethics.

#### **D. Exchange of Gifts, Money and Gratuities**

The Harris Center is committed to competing solely on the merit of our services. We should

avoid any actions that create a perception that favorable treatment of outside entities by The Harris Center was sought, received, or given in exchange for personal business courtesies.

Business courtesies include gifts, gratuities, meals, refreshments, entertainment or other benefits from persons or companies with whom The Harris Center does or may do business. We will neither give nor accept business courtesies that constitute, or could reasonably be perceived as constituting, unfair business inducements that would violate law regulation or policies of The Harris Center or customers or would cause embarrassment or reflect negatively on The Harris Center's reputation.

Employees should always ask themselves whether it is appropriate to accept something from a person who wants, or may want, or may be seen to want, an official favor within their authority. It is unethical to accept or give a gift that is meant to sway a decision in favor of the gift-giver.

No Trustee or employee shall ask for, accept or agree to accept money, loans or anything of value as consideration for a decision or other exercise of discretion by a Trustee or employee.

A Trustee or employee shall reject any benefit for his or her past official actions in favor of another person.

No Trustee or employee shall exercise his or her official position without authority, fail to perform a required duty, or take or use any property of the Agency with the intent to obtain a personal benefit.

A Trustee or employee shall not misuse information that he or she receives, in advance other public entities, because of the Trustee's or employee's official capacity. A Trustee or employee shall not engage in any business activity that might lead to the disclosure of confidential information of the Agency or any of its consumers.

A Trustee or employee shall reject any job, favor, or other benefit that might tend, or is intended, to impair or influence his or her official conduct or independence.

Trustees and employees owe a duty of loyalty to the Agency and may not engage in any action on their own personal behalf, or that of another, which conflicts with the interests of the Agency.

No Trustee or employee shall engage in any related business activity or use a previous position of the Trustee or employee to gain any personal benefit for a period of one year following his or her separation as a Trustee or employee of the Agency.

No employee shall receive or accept compensation from any source other than the Agency, for the same services to the same consumer for which they receive compensation from the Agency.

#### **E. Personal Fundraising**

It is the policy of The Harris Center to minimize disruptions in the workplace cause by the unauthorized sale of items, solicitations of contributions, or the distribution of advertising

materials. Furthermore, it is counterproductive for employees to feel pressured to contribute financially to any enterprise whether it is a for-profit or non-profit.

1. Fundraising and/or solicitation by or of employees during work hours and/or on Harris Center property without authorization from their immediate supervisor or designee is strictly prohibited.
2. Solicitation means any verbal or written communication which encourages, demands, or requests a contribution of money, time, effort or personal involvement for any enterprise. This includes, but is not limited to, charitable or personal profit activities such as, selling products of any kinds, raffle tickets, admissions to events and donations to assist persons experiencing a personal crisis.
3. Employees who wish to solicit on behalf of their children's schools, scouting programs, or other not-for-profit purposes, including for the benefit of a person or co-worker involved in a personal tragedy, must submit a written request to their immediate supervisor.
4. Employees may not initiate any fundraising and/or solicitation activities until written authorization has been obtained from their immediate supervisor.
5. The Harris Center's interoffice and email systems may not be used to communicate information about non-Harris Center sponsored fundraising activities.

#### **F. Service Delivery**

1. The Harris Center will provide quality behavioral health care in a manner that is, determined to be medically necessary, effective and the least restrictive treatment alternative.
2. Ensure that consumer information is kept confidential according to applicable federal, state, and local laws.
3. All Harris Center employees, contractors, volunteers, and interns shall follow current ethical standards regarding communication with consumers (and their representatives) regarding services provided.
4. The Harris Center will inform consumers about alternatives and risks associated with the care they are seeking and obtain informed consent prior to any clinical interventions.
5. The Harris Center recognizes the right of consumers to make choices about their own treatment, including the right to refuse treatment.

#### **G. Setting boundaries**

While the nature of the job responsibilities of the Center staff members requires that they interact closely with consumers, it should be emphasized that these relationships must be kept on a professional level. It is the responsibility of the Center staff member to ensure that a supportive, yet professional relationship is maintained, and is perceived as such by all involved.

No Trustee or employee of the Agency shall file for managing conservatorship or guardianship, petition to terminate parent/child relationships, or file for adoption of any child who is a consumer or whose family is a consumer of The HARRIS CENTER.

All current and former Trustees, employees, Consultants, and Volunteers of The HARRIS CENTER will hold all information pertaining to The HARRIS CENTER, its consumers, and its employees in confidence, and shall not engage in any activity that might lead to the disclosure of confidential information of the Center or its consumers, except as may be required by law.

All Harris Center Employees, contractors, interns, and volunteers shall adhere to the following guidelines:

1. Place the needs of their consumers on their caseload at the center of any treatment-related decisions that you make about them and their lives.
2. Shall not disclose personal or financial information with consumers.
3. Understand the limitations of their role and personal capabilities, and when to refer to other professionals or to seek further support and advice.
4. Refrain from connecting with their consumers on social media.
5. Maintain a courteous and respectful attitude with all consumers equally.
6. Do not give or accept gifts, loans, money, or other valuables to or from the consumer.
7. Always clarify your professional role with the consumer.

#### H. Witnessing of legal documents

1. Harris Center employees shall not agree to be a witness or sign as a witness on any legal documents (e.g., Declaration for Mental Health Treatment, durable power of attorneys, medical power of attorney, wills) a consumer presents.
2. Employees shall inform the consumer they will need to obtain their witnesses not employed or contracted by the Harris Center for legal documents.
3. Employees who are notary publics and obtained their commission for Harris Center business shall only notarize documents related to The Harris Center business.

## 3. APPLICABILITY/SCOPE:

All Harris Center Board of Trustees, employees, interns, volunteers and contractors.

## 4. RELATED POLICIES/FORMS (for reference only):

Agency Compliance Plan

## 5. REFERENCES: RULES/REGULATIONS/STANDARDS:

- Community Centers, Tex. Health & Safety Code Ch. 534
- Regulation of Conflicts of Interest of Officers of Municipalities, Counties and Certain Other Local Governments, Tex. Local Government Code Chapter 171

## Approval Signatures

Step Description	Approver	Date
Management of Board Approval	Christopher Webb: Audit	Pending
CEO Approval	Wayne Young: Exec	08/2024
Legal Review	Kendra Thomas: Counsel	08/2024
Initial Assignment	Wayne Young: Exec	08/2024

# **EXHIBIT F-15**

Status **Pending** PolicyStat ID **16352063**

Origination	06/2006	Owner	Keena Pace: Exec
Last Approved	N/A	Area	Assessment, Care & Continuity
Effective	Upon Approval	Document Type	Agency Policy
Last Revised	10/2023		
Next Review	1 year after approval		

## ACC.A.14 Declaration of Mental Health Treatment

### 1. PURPOSE:

The purpose of this policy is to ensure that The Harris Center staff are informed, trained, and demonstrate competence accordingly with regards to Declarations of Mental Health Treatment. All Harris Center patients have the right to execute a Declaration of Mental Health Treatment.

### 2. POLICY:

It is the policy of The Harris Center for Mental Health and IDD (The Harris Center) to offer persons served an opportunity to make a Declaration for Mental Health Treatment. This opportunity is offered to each person upon entry into THE HARRIS CENTER services and when services are sought through the Psychiatric Emergency Services programs, including the Crisis Stabilization Unit of The Harris Center. All Harris Center staff have a duty to act in accordance with Declarations for Mental Health Treatment to the fullest extent possible.

### 3. APPLICABILITY/SCOPE:

This policy applies to all Harris Center staff, employees, contractors, volunteers and the clients and family/legally authorized representatives accessing services with The Harris Center as applicable.

### 4. PROCEDURES:

[ACC.B.14 Declaration of Mental Health Treatment](#)

## 5. RELATED POLICIES/FORMS:

<a href="#">Assurance of Individual Rights</a>	RR3A
--	------

## 6. REFERENCES: RULES/REGULATIONS/STANDARDS:

Texas Civil Practices and Remedies Code, Chapter 137-Declaration for Mental Health Treatment Interventions in Mental Health Services; Staff Member Training, Title 25 Texas Administrative Code §415.257

CCBHC 2.C.3 Availability and Accessibility of Services

---

### Attachments

[A: Declaration for Mental Health Treatment](#)

### Approval Signatures

Step Description	Approver	Date
Management of Board Approval	Christopher Webb: Audit	Pending
CEO Approval	Wayne Young: Exec	09/2024
Legal Review	Kendra Thomas: Counsel	08/2024
Departmental Review	Keena Pace: Exec	08/2024
Initial Assignment	Keena Pace: Exec	08/2024



# **EXHIBIT F-16**

Status **Pending** PolicyStat ID **15738313**



Origination 03/2001  
 Last Approved N/A  
 Effective Upon Approval  
 Last Revised 06/2023  
 Next Review 1 year after approval

Owner Toby Hicks  
 Area Human Resources  
 Document Type Agency Policy

## HR.A.7 Employee Referral Bonus Program

### 1. PURPOSE:

The purpose of The Harris Center for Mental Health and IDD (The Harris Center) employee referral bonus program is to have an internal recruiting incentive to encourage employees to refer qualified candidates within their networks for jobs at The Harris Center in an effort to reduce voluntary turnover and retain talent.

### 2. POLICY:

In appreciation to staff for assisting The Harris Center for attracting and recruiting qualified persons into The Harris Center workforce, employees who refer persons who become employees of The Harris Center for the first time shall be provided an Employee Referral Bonus subject to the terms of this policy and related procedures.

### 3. APPLICABILITY/SCOPE:

All The Harris Center employees and staff.

### 4. RELATED POLICIES/FORMS:

- |  |
|--|
| <ul style="list-style-type: none"> <li>Employee Handbook</li> </ul>                    |
| <ul style="list-style-type: none"> <li>Employee Referral Bonus Program Form</li> </ul> |

- Employee Referral Bonus Eligible Position List

## 5. REFERENCES: RULES/REGULATIONS/ STANDARDS:

### Approval Signatures

Step Description	Approver	Date
Management of Board Approval	Christopher Webb: Audit	Pending
CEO Approval	Wayne Young: Exec	08/2024
Legal Review	Kendra Thomas: Counsel	08/2024
Department Review	Joseph Gorczyca	07/2024
Initial Assignment	Toby Hicks	07/2024

# **EXHIBIT F-17**

Status **Pending** PolicyStat ID **16352062**



Origination 11/2022

Last Approved N/A

Effective Upon Approval

Last Revised 10/2023

Next Review 1 year after approval

Owner Keena Pace: Exec

Area Leadership

Document Type Agency Policy

## LD.A.17 Harris Center Advisory Committee

### 1. PURPOSE:

The purpose of the Advisory Committee shall be to advise The Harris Center of Mental Health and IDD Board of Trustees and/or Executive staff on matters, including planning, policy development, coordination, including coordination with criminal justice entities, resource allocation, and resource development, relative to the provision of services and supports to residents of Harris County.

### 2. POLICY:

The BH & IDD Advisory Committee gathers information related to existing and/or needed services, identify problem areas regarding consumer services and supports and/or systematic issues, receives input from the community, and ensures the viewpoint(s) of the primary (consumer) and secondary (family member) stakeholders are communicated to the Board of Trustees and the Executive Director.

### 3. APPLICABILITY/SCOPE:

This policy applies to the Board of Trustees and executive staff of The Harris Center.

### 4. PROCEDURES:

[Harris Center Advisory Committee](#)

### 5. RELATED POLICIES/FORMS:

N/A

## 6. REFERENCES: RULES/REGULATIONS/ STANDARDS:

CARF 1. A. Leadership

Certified Community Behavioral Health Clinics (CCBHC). Criteria 6.B: Governance. Standard 6.b.1.

Advisory Committees, Tex. Health and Safety Code §534.012

### Approval Signatures

Step Description	Approver	Date
Management of Board Approval	Christopher Webb: Audit	Pending
CEO Approval	Wayne Young: Exec	09/2024
Legal Review	Kendra Thomas: Counsel	08/2024
Initial Assignment	Keena Pace: Exec	08/2024

# **EXHIBIT F-18**

Status **Pending** PolicyStat ID **16020730**



Origination	08/2017
Last Approved	N/A
Effective	Upon Approval
Last Revised	07/2023
Next Review	1 year after approval

Owner	Danyalle Evans
Area	Medical Services
Document Type	Agency Policy

## MED.PHA.A.1 Pharmaceutical or Patient Assistance Programs (PAP)

### 1. PURPOSE:

The purpose of this policy is to establish best practices regarding any Patient or Pharmacy Assistance Program (PAP).

### 2. POLICY:

It is the policy of The Harris Center to ensure and support best practices for the management and governance of PAP and that the following policies are to be adhered to:

- Adhere to applicable governing laws, regulations, rules, and manufacturer guidelines for PAP brand or generic medications, including but not limited to application for, ordering, receiving, transferring to the Pharmacy, dispensing to Financially Disadvantaged or Indigent patients and disposition of expired or unused pharmaceuticals.
- PAP products are received at each pharmacy location or at a centralized location to reduce the chances of package loss and to streamline the package receipt process. Packages distributed to the central location shall be transferred to individual clinics for PAP management. Dispensing consistent with internal pharmacy procedures and in accordance with sponsored program recommendations will be done in all cases. Patient specific PAP oral medications may be shipped by sponsoring PAP programs to the patient's residence, unless deemed inappropriate by the prescriber and/or pharmacy team.
- Annually Physicians and Pharmacists will receive a PAP Authorization and Pharmacy Acknowledgment form for review and signature for the applicable PAP program. The form reaffirms the professional's participation in PAP and notice of any applicable rules, regulations,



guidelines, or legal change(s).

- All pharmaceuticals are to be disposed of in accordance with internal disposition procedures and/or per manufacturer request as confirmed and documented with individual manufacturer.
- Information gathered or exchanged through PAP is considered protected health information and subject to the Health Insurance Portability and Accountability Act (HIPAA) such that access is limited in accordance with 45 CFR Part 160 and Part 164.
- PAP has no requirement of financial remuneration and there is never a charge for PAP medication brand or generic.

### 3. APPLICABILITY/SCOPE:

All Harris Center staff, employees, interns, volunteers, contractors, and programs.

### 4. RELATED POLICIES/FORMS (for reference only):

- Patient Attestation Form – The HARRIS CENTER
- PAP Authorization to Disclose – Medicaid Eligibility Status Form
- Texas HHS Form H1003 – Appointment of an Authorized Representative to Allow Another Person to Act for You
- Authorization to Provide Navigator Support to Complete a Medicaid Application On-Line
- PAP Notification of Pending Eligibility Status
- Zero Income Letter
- Zero Income Letter Modifiable for Special Circumstances
- Distribution of PAP from SW to other Clinic Pharmacies
- Transfer of Medications in or Out of a Pharmacy
- Transfers of Medications in or Out of Pharmacy Form(s)
- Monthly Unit Inspections
- Monthly Unit Inspection Form
- PAP Haldol Injection Protocol
- Pharmacy Records Retention
- PAP Disposition
- PAP Disposition Documentation Log

### 5. PROCEDURES:

[Pharmaceutical or Patient Assistance Programs \(PAP\)](#)

## 6. REFERENCES: RULES/REGULATIONS/STANDARDS:

- Texas Food, Drug and Cosmetic Act, Drug Donation Program, 6 Health and Safety Code, Chapter 431
- Charitable Immunity & Liability, 4 Texas Civil Practice and Remedies Code, Chapter 84
- Pharmacy and Pharmacists, 3 Texas Occ Code, Chapter 551-556, 559
- Texas State Board of Pharmacy, 22 Tex. Admin. Code, Part 15, Ch 281-311
- Donation of Unused Drugs, 25 Tex. Admin. Code, Chapter 229
- CARF Section 2

### Approval Signatures

Step Description	Approver	Date
Management of Board Approval	Christopher Webb: Audit	Pending
CEO Approval	Wayne Young: Exec	09/2024
Final Legal Review	Kendra Thomas: Counsel	08/2024
Department Review	Luming Li: Chief Medical Ofcr (1101 1817)	06/2024
Initial Assignment	Danyalle Evans	06/2024

# **EXHIBIT F-19**

Status **Pending** PolicyStat ID **15738302**



Origination	08/2000
Last Approved	N/A
Effective	Upon Approval
Last Revised	06/2023
Next Review	1 year after approval

Owner	Toby Hicks
Area	Human Resources
Document Type	Agency Policy

## HR.A.22 Shift Differential

### 1. PURPOSE:

The purpose of this policy is to provide guidance about shift differentials and to ensure consistent salary treatment for eligible employees.

### 2. POLICY:

As a mechanism to meet the prevailing wages, The Harris Center for Mental Health and Intellectual and Developmental Disability (The Harris Center) **may** pay a shift differential to employees assigned to regular duties an evening, night, and/or weekend shifts, or any other division of a regular day.

The justification for approval of shift differential must be prepared by the Department Head, approved by the appropriate operational Vice President or Chief, and the Vice President of Human Resources, on a program-by-program basis. Additional approvals may be required.

### 3. APPLICABILITY/SCOPE:

This policy applies to all staff employed by The Harris Center.

### 4. RELATED POLICIES/FORMS (for reference only):

Shift Differential Time Sheet PER:20-001

## 5. PROCEDURES:

Shift Differential

## 6. REFERENCES: RULES/REGULATIONS/ STANDARDS:

- The Harris Center's Employee Handbook

### Approval Signatures

Step Description	Approver	Date
Management of Board Approval	Christopher Webb: Audit	Pending
CEO Approval	Wayne Young: Exec	09/2024
Legal Review	Kendra Thomas: Counsel	08/2024
Department Review	Joseph Gorczyca	07/2024
Initial Assignment	Toby Hicks	07/2024

# **EXHIBIT F-20**

Status **Pending** PolicyStat ID **14121259**

Origination	08/2013	Owner	Nina Cook: Dir
Last Approved	N/A	Area	Fiscal Management
Effective	Upon Approval	Document Type	Agency Policy
Last Revised	09/2024		
Next Review	1 year after approval		

## FM.A.5 - Purchasing Card

### 1. PURPOSE:

The purpose of the Purchasing Card (P-Card) Program is to provide the Harris Center with an efficient and controllable method of making small dollar commodity purchases not covered by a Harris Center Supply Contract. The Harris Center for Mental Health and IDD's Purchasing Card (P-Card) Program facilitates the procurement of low dollar value items. The P-Card program eliminates most of the paperwork associated with Agency purchases.

### 2. POLICY:

Employees who are authorized to purchase goods and or services may request a P-Card; however, individual departments can impose more restrictive requirements and limits. P-Cards are assigned to individuals. The individual whose name appears on the card is ultimately responsible for charges to that card. P-Cards are to be used by the person to whom it is issued. Sharing Purchasing Cards is prohibited.

Purchases made with the agency P-Card must only be for the use and benefit of The Harris Center. The card is to be used in place of petty cash, small dollar regular purchase orders, emergency purchase orders and whatever authorized Merchant Category Codes (MCC) are approved and setup for program/department use. Purchases on the card are for approved Center purposes only.

Small Dollar Purchases:

- A. Any transaction that does not exceed \$3,000 per Transaction, the Cardholder's Monthly Transaction limit, purchases over authorized amount and/or whichever is lesser. (Special approval is required for exceptions).
- B. Over-the-counter type retail purchases normally made using a charge account or small dollar

purchases which includes purchases over the internet etc. (Ex: books, publications).

- C. Any other business related purchase as long as the vendor accepts credit cards, and the goods purchased are not covered under a Center Supply Contract.

### 3. APPLICABILITY/SCOPE:

This Policy applies to all staff approved to use the Payment Card (P-Card) Program Agency-wide.

### 4. PROCEDURES:

- A. ~~FM19B - Requisitioning and Purchasing of Goods and / or Services~~ FM.B.7 - Requisitioning and Purchasing of Goods and / or Services
- B. ~~FM12B - Purchasing Card (P-Card) Program Procedures~~ FM.B.5 - Purchasing Card (P-Card) Program Procedures
- C. ~~FM20B - The Requisitioning and Purchasing of Goods and / or Services Dollar Limit Threshold & Requirements~~ FM.B.8 - The Requisitioning and Purchasing of Goods and / or Services Dollar Limit Threshold & Requirements

### 5. RELATED POLICIES/FORMS (for reference only):

- Attachment A - TAX EXEMPTION CERTIFICATE
- Attachment B - PURCHASING CARD AGREEMENT
- Attachment C - ONLINE CUSTOMER SERVICES CONTACT & P-CARD ADMINISTRATOR CONTACT INFORMATION
- Attachment D - PURCHASING CARD APPLICATION/INSTRUCTIONS

### 6. REFERENCES: RULES/REGULATIONS/STANDARDS:

- State of Texas Commercial Charge Card Program Guidelines
- Use of Payment Cards by State Agencies, Title 34 Tex. Administrative Code Part 1, Chapter 5, §5.57
- The Harris Center approved Policy and Procedures

### Approval Signatures

Step Description	Approver	Date
Management of Board Approval	Christopher Webb: Audit	Pending



CEO Approval	Wayne Young: Exec	08/2024
Legal Review	Kendra Thomas: Counsel	08/2024
Department Review	Stanley Adams	08/2024
Initial Assignment	Nina Cook: Dir	08/2024

# **EXHIBIT F-21**

Status **Pending** PolicyStat ID **16020731**

Origination	05/1993
Last Approved	N/A
Effective	Upon Approval
Last Revised	06/2024
Next Review	1 year after approval

Owner	Tanya White: Mgr
Area	Medical Services
Document Type	Agency Policy

## MED.PHA.A.2 - Medication Storage, Preparation, and Administration Areas Policy

### 1. PURPOSE:

To establish a uniform policy for the storage, security, preparation, and administration areas for medications.

### 2. POLICY:

It is the policy of The Harris Center for a Pharmacist, or other appropriately trained individuals under the supervision of the Director of Pharmacy (DOP), to ensure that all medications maintained by the Agency are stored safely, securely, and properly following manufacturer/supplier recommendations (e.g. proper sanitation, temperature, light, moisture, ventilation, and segregation conditions) and state laws and rules. The Pharmacy Department will conduct regular inspections of all drug storage areas within the Harris Center Pharmacies and each service site responsible for the containment of drugs.

### 3. APPLICABILITY/SCOPE:

All Harris Center Mental Health and IDD service sites, clinics, treatment programs, residential care programs, and pharmacies.

### 4. RELATED POLICIES/FORMS (for reference only):

[Medical Services](#)

[Pharmacy and Unit Medication / Drug Inventory](#)

[Nursing Unit Inspection Form](#)

## 5. PROCEDURES:

[Medication Storage, Preparation and Administration Areas](#)

## 6. REFERENCES: RULES/REGULATIONS/STANDARDS:

- Pharmacy and Pharmacists, Title 3 Texas Occupations Code Subtitle J, Chapters 551 and 552.
- All Classes of Pharmacies, Title 22 Texas Administrative Code Subchapter A, Chapter 291.
- Storage of Drugs, Title 22 Texas Administrative Code Subchapter A, Chapter 291.15
- Prescribing of Psychoactive Medication, Title 25 Texas Administrative Code Chapter 415, Subchapter A.
- Health, Safety and Rights, Title 40 Texas Administrative Code Rule 2.313(c) and (d)
- National Institute of Standards and Technology Reports (NISTIR) 7656 and 7753
- CARF. Accreditation Standards. Section 2. E. Medication Use
- CDC Storage and Handling Tool Kit

### Approval Signatures

Step Description	Approver	Date
Management of Board Approval	Christopher Webb: Audit	Pending
CEO/Board Approval	Wayne Young: Exec	09/2024
Legal 2nd Review	Kendra Thomas: Counsel	08/2024
Pharmacy & Therapeutic Committee	Angela Babin: Dir	06/2024
Pharmacy Department Review	Tanya White: Mgr	06/2024
Legal 1st Review	Obiajulu Enaohwo	06/2024
CMO Review	Luming Li: Chief Medical Ofcr (1101 1817)	06/2024
Initial	Tanya White: Mgr	06/2024

# **EXHIBIT F-22**

Status **Pending** PolicyStat ID **15738317**



Origination 03/1995  
 Last Approved N/A  
 Effective Upon Approval  
 Last Revised 07/2024  
 Next Review 1 year after approval

Owner Toby Hicks  
 Area Human Resources  
 Document Type Agency Policy

## HR.A.25 Transfers - Promotions - Demotions

### 1. PURPOSE:

The purpose of this policy is to develop, mobilize, and retain staff of the highest quality. The Harris Center provides equal opportunities for the recruitment, professional growth, and advancement of all employees while providing guidelines for employee promotion, transfer, and demotion.

### 2. POLICY:

Any transfer, promotion, or demotion will be based on documented evidence of the employee's job qualifications and performance.

### 3. APPLICABILITY/SCOPE:

This policy applies to all staff employed by The Harris Center for Mental Health and Intellectual and Developmental Disability (The Harris Center) including, both direct and contracted employees.

### 4. RELATED POLICIES/FORMS (for reference only):

• Personnel Action Form	
• <del>Transfer Application</del>	

- Referral for Hire Form

## 5. PROCEDURES:

Transfers - Promotions - Demotions

## 6. REFERENCES: RULES/REGULATIONS/ STANDARDS:

- Employment
- The Harris Center's Employee Handbook

### Approval Signatures

Step Description	Approver	Date
Management of Board Approval	Christopher Webb: Audit	Pending
CEO Approval	Wayne Young: Exec	09/2024
Legal Review	Kendra Thomas: Counsel	08/2024
Department Review	Joseph Gorczyca	07/2024
Initial Assignment	Toby Hicks	07/2024

# **EXHIBIT F-23**



**THE HARRIS CENTER FOR MENTAL HEALTH AND IDD  
BOARD OF TRUSTEES RESOLUTION**

---

**AUTHORIZING APPLICATION FOR FEDERALLY QUALIFIED HEALTH CENTER  
(FQHC) DESIGNATION AND PARTICIPATION IN THE HEALTH CENTER  
PROGRAM**

The Board of Trustees of the Harris Center for Mental Health and IDD met in a regularly scheduled session on **Tuesday, September 24, 2024** and adopted the following resolution(s) in regards to the application process and establishment FQHC status for the Harris Center.

**WHEREAS**, the Harris Center for Mental Health and IDD (“Harris Center”) is a public agency, an agency of the State, and unit of local government under Texas law; and

**WHEREAS**, The Harris Center is committed to providing behavioral health and primary care services to all residents of Harris County without regard to ability to pay and with a particular sensitivity to the medically underserved and populations in Harris County; and,

**WHEREAS**, the Harris Center believes it can better serve these populations and otherwise expand services through the Harris Center operating its outpatient clinic sites located in the Northeast and Southeast areas of Harris County in accordance with HRS Health Center Program; and

**WHEREAS**, under the Health Center Program, and subject to its requirements, the Harris Center, as a public agency, may apply, in collaboration with a co-applicant governing body, to operate a health center project that provides a range of primary care and enabling services, as mandated by Section 30 of the Public Health Services Act, to medically underserved communities and vulnerable populations; and

**WHEREAS**, the health center project shall be referred to herein as the “Community Health Center”;

**WHEREAS**, a legal requirement of the Harris Center’s participation in the Health Center program is to establish an independent non-profit organization and governing board that assumes specified authority and responsibility for the Community Health Center;

**IT IS RESOLVED:**

1. That the Board of Trustees of The Harris Center has determined it is in the best interest of the Harris Center and its patient population to establish the Harris Center’s eligibility for FQHC designation and participation the Health Center program and submit an application for approval; and,

2. The Board of Trustees of the Harris Center has agreed to form a separate non-profit organization named the Harris Center for Integrated Care (HCIC) to provide community-based governance for the Community Health Center; and,

3. The Board of Trustees has reviewed and approved the Articles of Incorporation and Bylaws for the Harris Center for Integrated Care (HCIC) for purposes of establishing a non-profit 501(c)(3) organization and governing board for the Community Health Center to provide cost-effective, quality health care in a nondiscriminatory, compassionate and professional manner, regardless of an individual's ability to pay; and,
4. The Board of Trustees has reviewed and shall execute the co-applicant agreement that sets forth the shared responsibilities and the authorities to be exercised by the Harris Center, the Harris Center Board of Trustees and the HCIC with respect to the Community Health Center; and,
5. In furtherance of the application process, the Board of Trustees authorized and approved the selection and appointment at least nine (9) but not more than twenty-five (25) Board members of the HCIC; and,
6. The Board of Trustees authorizes the Chief Executive Officer to submit an application, along with all other required documents, to the Health Resources and Services Administration (HRSA) and all other appropriate entities, to determine the Harris Center's eligibility for the FQHC designation and participation in the Health Center Program.

ALL OF THE FOREGOING SHALL BE EFFECTIVE  
September 24, 2024

---

Dr. Robin Gearing, Board Chair  
The Harris Center for Mental Health & IDD  
Board of Trustees

**THE STATE OF TEXAS**     §  
  §  
**COUNTY OF HARRIS**     §

BEFORE ME, a Notary Public, on this day personally appeared, **DR. ROBIN GEARING** known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is the Chairperson of the Board of Trustees of The HARRIS CENTER for Mental Health and IDD; that he is authorized to execute such instrument pursuant to Board of Trustees bylaws and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes expressed therein.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

Notary Public, State of Texas

# **EXHIBIT F-24**

Status Pending PolicyStat ID 14358146



Origination	N/A	Owner	Luc Josaphat:
Last Approved	N/A	Director of Quality Assurance	
Effective	Upon	Approval Area Administration	General
Last Revised	N/A	Document	Agency Plan
Next Review	1 year after		Type approval

## The Harris Center System Quality, Safety and Experience Performance Improvement Plan FY 2025

The Harris Center System Quality, Safety and Experience Performance Improvement Plan

FY 2025

### Introduction

The Quality, Safety, and Experience Plan is established in accordance with The Harris Center's mission to transform the lives of people with behavioral health and IDD needs. The center's vision is to empower people with behavioral health and IDD needs to improve their lives through an accessible, integrated, and comprehensive recovery-oriented system of care. Our values as a center include collaboration, compassion, excellence, integrity, leadership, quality, responsiveness, and safety. The Quality, Safety and Experience Plan has been established to embrace the principles of transparency of measures and outcomes, accurate measurement and data reporting, and personal and collective accountability for excellent outcomes.

### Vision

Our vision is to create a learning health system focused on a culture of continuous quality improvement and safety at The Harris Center to help people live their healthiest lives possible, and to become a national leader in quality and safety in the behavioral healthcare space as it influences dissemination of evidence-based practices.

### Mission

We aim to improve quality, efficiency, and access to care and associated behavioral health and IDD services by delivering education, providing technical support, generating, and disseminating evidence, and conducting evaluation of outcomes in support of operational and service excellence and process management across The Harris Center and with external partners.

### FY 2025 Goals

1. Continue to build upon a learning health system focused on continuous quality improvement, patient safety, improving processes and outcomes. Partner with Organizational Development to enhance educational offerings focused on quality and safety education with all new employee orientation (High Reliability, Just Culture, Advanced Quality Improvement methodology, etc.). Hardwire a process for continuous readiness activities that complies with all legislative regulations and accrediting agencies standards (e.g., CARF, CCBHC).
2. Use transparent, simplified meaningful measures to champion the delivery of high-quality evidence-based care and service to our patients and their families and assure that it is safe, effective, timely, efficient, equitable, and patient centered care. Refine and enhance data management governance strategy to support a transparent environment to provide accessible, accurate, and credible data about the quality and equity of care delivered.
3. Develop, integrate, and align quality initiatives and cross-functional approaches throughout

The Harris Center organization, including all entities. Enhance current committee structure to cover broad quality and safety work through the System Quality, Safety and Experience Committee. Develop a decentralized Quality Forum that reaches frontline performance improvement (PI) and Health Analytics/Data staff to provide education and tools to lead PI initiatives at their local sites. Develop and strengthen internal learning collaborative process to align with the Harris Center strategic plan for care pathways. IDD Care Pathway.

To ensure alignment with survey readiness as a Certified Community Behavioral Health Clinic and Commission on Accreditation of Rehabilitation Facilities, the System Quality, Safety and Experience plan focuses on indicators related to improved behavioral and physical health outcomes and takes actions to demonstrate improved patterns of care delivery, such as reductions in emergency department use, rehospitalization, and repeated crisis episodes. The Plan incorporates processes to review known significant events including, at a minimum:

- Deaths by suicide or suicide attempts of people receiving services
- Fatal and non-fatal overdoses
- All-cause mortality among people receiving CCBHC services
- 30-day hospital readmissions for psychiatric or substance use reasons

### 3-Year Long Term Goals (FY 2027)

- Reduction in safety events
- Staff and provider engagement
- Improve Patient satisfaction – Response rate and overall top box score
- Increased access (numbers served)
- Improved outcomes
- Equitable care delivery
- Exemplar in Quality and Safety for Behavioral Health with national recognition Governance Structure

To ensure these goals are met, the System Quality, Safety and Experience Committee will:

- **Establish a Rigorous Review Process:** Implement a systematic review of CQI outcomes to identify areas for improvement and make necessary adjustments to staffing, services, and availability.
- **Focus on Key Performance Indicators:** Prioritize indicators related to behavioral and physical health outcomes, emergency department use, rehospitalization rates, and crisis episode frequency.
- **Involve Medical Leadership:** Engage the Medical Director in overseeing the quality of medical care, ensuring effective coordination and integration with primary care services.
- **Address Significant Events:** Develop protocols to review and respond to critical incidents, including suicides, overdoses, all-cause mortality, and 30-day hospital readmissions.
- **Utilize Data-Driven Strategies:** Leverage both quantitative and qualitative data to inform CQI activities, with a particular focus on addressing health disparities among minority populations.
- **Implement Continuous Monitoring and Reporting:** Establish mechanisms for ongoing monitoring, evaluation, and reporting of CQI activities and outcomes to relevant stakeholders and accreditation bodies.
- **Adapt and Improve:** Use feedback and data analysis to continuously refine and enhance the CQI plan, ensuring it remains responsive to emerging issues and effective in improving overall performance.

### Governing Body

The Harris Center for Mental Health and IDD Board of Trustees is responsible for ensuring a planned, system-wide approach to designing quality goals and measures; collecting, aggregating, analyzing data; and improving quality and safety. The Board of Trustees shall have the final authority and responsibility to allocate adequate resources for assessing and improving the organization's clinical performance. The Board shall receive, consider, and act upon recommendations emanating from the quality improvement activities described in this Plan. The Board has established a standing committee, Quality Committee of the Board of Trustees, to assess and promote patient safety and quality healthcare. The Committee provides oversight of all areas of clinical risk and clinical improvement to patients, employees, and medical staff.

### Leadership

The Harris Center leadership is delegated the authority, via the Board of Trustees, and accountability for executing and managing the organization's quality improvement initiatives. Quality leadership provides the framework for planning, directing, coordinating, and delivering the improvement of healthcare services that are responsive to both community and patient needs that improve healthcare outcomes. The Harris Center leaders encourage involvement and participation from staff at all levels within all entities in quality initiatives and provide the stimulus, vision, and resources necessary to execute quality initiatives.

The Executive Session of the Quality Committee of the Board is the forum for presenting closed record case reviews, urgent case reviews, pharmacy dashboard report including medication errors, and the Professional Review Committee report.

### Professional Review Committee (PRC)

The Chief Medical Officer (CMO) is delegated the oversight, via the Board of Trustees, to evaluate the quality of medical care and is accountable to the Board of Trustees for the ongoing evaluation and improvement of the quality of patient care at The Harris Center and of the professional practice of licensed providers. The PRC will act as the authorizing committee for professional peer review and system quality committees (Exhibit A). The committee will also ensure that licensing boards of professional health care staff are properly notified of any

reportable conduct or finding when indicated. The Professional Review Committee has oversight of the following peer protected processes and committees:

- Medical Peer Review
- Pharmacy Peer Review
- Nursing Peer Review
- Licensed Professional Review
- Closed Record Review
- Internal Review Board
- System Quality, Safety and Experience Committee Membership:
  - Chief Executive Officer (Ex-Officio)
  - Chief Medical Officer
  - Chief Operating Officer
  - Chief Nursing Officer (Co-chair)
  - Chief Administrative Officer
  - Legal Counsel
  - Divisional VPs and (CPEP, MH)
  - VP, Clinical Transformation and Quality (Chair)
  - Director Risk Management/ERM
  - Director of Pharmacy Programs

#### System Quality, Safety and Experience Committee

The Quality Committee of the Board of Trustees has established a standing committee, The System Quality, Safety and Experience Committee to evaluate, prioritize, provide general oversight and alignment, and remove any significant barriers for implementation for quality, safety, and experience initiatives across Harris Center programs. The Committee is composed of Harris Center leadership, including operational and medical staff. The Committee will approve annual system-wide quality and safety goals and review progress. The patient safety dashboard and all serious patient safety events are reviewed. Root Cause

Analysis, Apparent Cause Analysis, Failure Modes and Effects Analysis, quality education projects, are formal processes used by the Committee to evaluate the quality and safety of mental projects through The Harris Center's quality training program or other performance improvement training programs are privileged and confidential as part of the Quality, Safety & Experience Committee efforts. The Committee also seeks to ensure that all The Harris Center entities achieve standards set forth by the Commission on Accreditation and Rehabilitation Facilities (CARF) and Certified Community Behavioral Health Clinic (CCBHC).

The System Quality, Safety and Experience Committee has oversight of the following committees, subcommittees and/or processes:

- Pharmacy and Therapeutics Committee
- Infection Prevention
- System Accreditation
- All PI Councils and internal learning collaboratives (e.g., Zero Suicide, Substance Use Disorders)
- Approval of Care Pathways

- Patient Experience / Satisfaction Subcommittee

The criteria listed below provide a framework for the identification of improvements that affect health outcomes, patient safety, and quality of care, which move the organization to our mission of providing the finest possible patient care. The criteria drive strategic planning and the establishment of short and long-term goals for quality initiatives and are utilized to prioritize quality improvement and safety initiatives.

- High-risk, high-volume, or problem-prone practices, processes, or procedures
- Identified risk to patient safety and medical/healthcare errors
- Identified in The Harris Center Strategic Plan
- Identified as Evidenced Based or "Best Practice"
- Required by regulatory agency or contract requirements Methodologies
- The Model for Improvement and other quality frameworks (e.g., Lean, Six Sigma) are used to guide quality improvement efforts and projects
- A Root Cause Analysis (RCA) is conducted in response to serious or sentinel events
- Failure Mode and Effects Analysis (FMEA) is a proactive tool performed for analysis of a high risk process/procedure performed on an as needed basis (at least annually)
- Data Management Approach and Analysis

Data is used to guide quality improvement initiatives throughout the organization to improve, safety, treatment, and services for our patients. The initial phase of a project focuses on obtaining baseline data to develop the aim and scope of the project. Evidence-based measures are developed as a part of the quality improvement initiative when the evidence exists. Data is collected as frequently as necessary for various reasons, such as monitoring the process, tracking balancing measures, observing interventions, and evaluating the project. Data sources vary according to the aim of the quality improvement project, examples include the medical record, patient satisfaction surveys, patient safety data, financial data.

Benchmarking data supports the internal review and analysis to identify variation and improve performance. Reports are generated and reviewed with the quality improvement team. Ongoing review of organization wide performance measures are reported to committees described in the Quality, Safety and Experience governance structure.

#### Reporting

Quality, Safety and Experience metrics are routinely reported to the Quality, Safety and Experience Committee. Quality, Safety and Experience Committee is notified if an issue is identified. Roll up reporting to the Quality Board of Trustees on a quarterly basis and more frequently as indicated.

#### Evaluation and Review

At least annually, the Quality, Safety and Experience leadership shall evaluate the overall effectiveness of the Quality, Safety and Experience Plan and program. Components of the plan met, and this document is maintained to reflect an accurate description of the Quality, Safety and Experience program. The Model for Improvement

#### Forming the Team:

Including the right people on a process improvement team is critical to a successful improvement effort. Teams vary in size and composition. Each organization builds teams to suit its own needs.

#### Setting Aims:



Improvement requires setting aims. The aim should be time-specific and measurable; it should also define the specific population of patients that will be affected.

#### Establishing Measures:

Teams use quantitative measures to determine if a specific change actually leads to an improvement.

#### Selecting Changes

All improvement requires making changes, but not all changes result in improvement. Organizations therefore must identify the changes that are most likely to result in improvement.

#### Testing Changes

The Plan-do-Study-Act (PDSA) cycle is shorthand for testing a change in the real work setting – by planning it, trying it, observing the results, and acting on what is learned. This is the scientific method used for action oriented learning.

#### Implementing Changes:

After testing a change on a small scale, learning from each test, and refining the change through several PDSA cycles, the team can implement the change on a broader scale — for example, for an entire pilot population or on an entire unit.

#### Spreading Changes:

After successful implementation of a change or package of changes for a pilot population or an entire unit, the team can spread the changes to other parts of the organization or in other organizations.

#### Sources:

Langley GL, Nolan KM, Nolan TW, Norman CL, Provost LP. *The Improvement Guide: A Practical Approach to Enhancing Organizational Performance*.

The Plan-Do-Study-Act (PDSA) cycle was originally developed by Walter A. Shewhart as the Plan-Do-Check-Act (PDCA) cycle. W. Edwards Deming modified Shewhart's cycle to PDSA, replacing "Check" with "Study." [See Deming WE. *The New Economics for Industry, Government, and Education*. Cambridge, MA: The MIT Press; 2000.]

#### Root Cause Analysis (RCA):

The key to solving a problem is to first truly understand it. Often, our focus shifts too quickly from the problem to the solution, and we try to solve a problem before comprehending its root cause. What we think is the cause, however, is sometimes just another symptom. One way to identify the root cause of a problem is to ask "Why?" five times. When a problem presents itself, ask "Why did this happen?" Then, don't stop at the answer to this first question. Ask "Why?" again and again until you reach the root cause.

#### Failure Modes and Effects Analysis (FMEA):

FMEA is a tool for conducting a systematic, proactive analysis of a process in which harm may occur. In an FMEA, a team representing all areas of the process under review convenes to predict and record where, how, and to what extent the system might fail. Then, team members with appropriate expertise work together to devise improvements to prevent those failures — especially failures that are likely to occur or would cause severe harm to patients or staff. The FMEA tool prompts teams to review, evaluate, and record the following:

Steps in the process

Failure modes (What could go wrong?)

Failure causes (Why would the failure happen?)

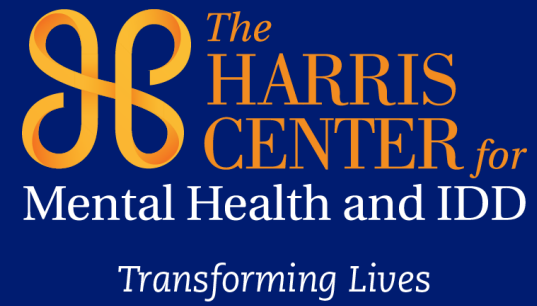
Failure effects (What would be the consequences of each failure?)

Teams use FMEA to evaluate processes for possible failures and to prevent them by correcting the processes proactively rather than reacting to adverse events after failures have occurred. This emphasis on prevention may reduce risk of harm to both patients and staff. FMEA is particularly useful in evaluating a new process prior to implementation and in assessing the impact of a proposed change to an existing process.

---



# **EXHIBIT F-25**



# HR Update

Joe Gorczyca

Ninfa Escobar

September 2024

# Agenda

FY24 Strategic Goals

---

Recruiting

---

Turnover

---

Compensation Strategy

---

Benefits

---

FY25 – FY27 People Goals

---

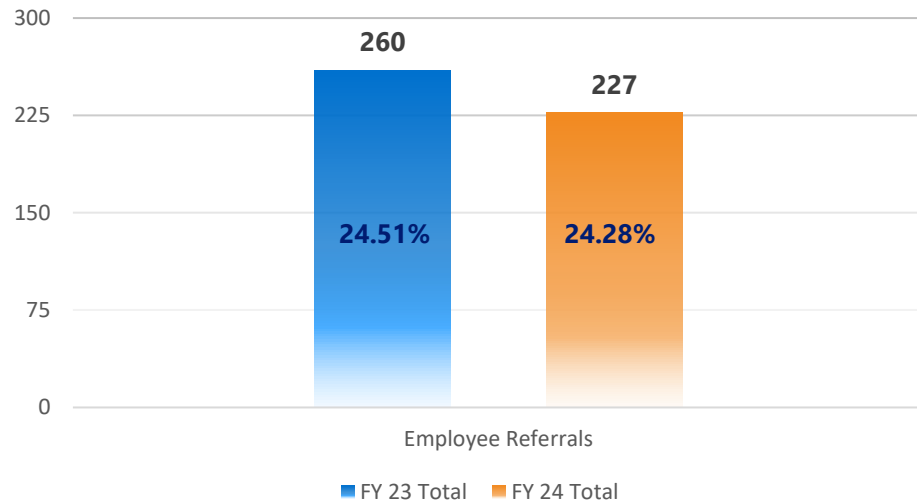


# FY24 Strategic Goals

Description	Goal	Result
Increase percentage of employees participating in THC sponsored Professional development education	60%	60.2%
Decrease average 'days open' for vacant positions (time to fill)	45 days	45 days
Achieve overall employee engagement scores compared to industry	70 <sup>th</sup> percentile	72 <sup>nd</sup> percentile

# Employee Referrals & Internal Hiring Insights

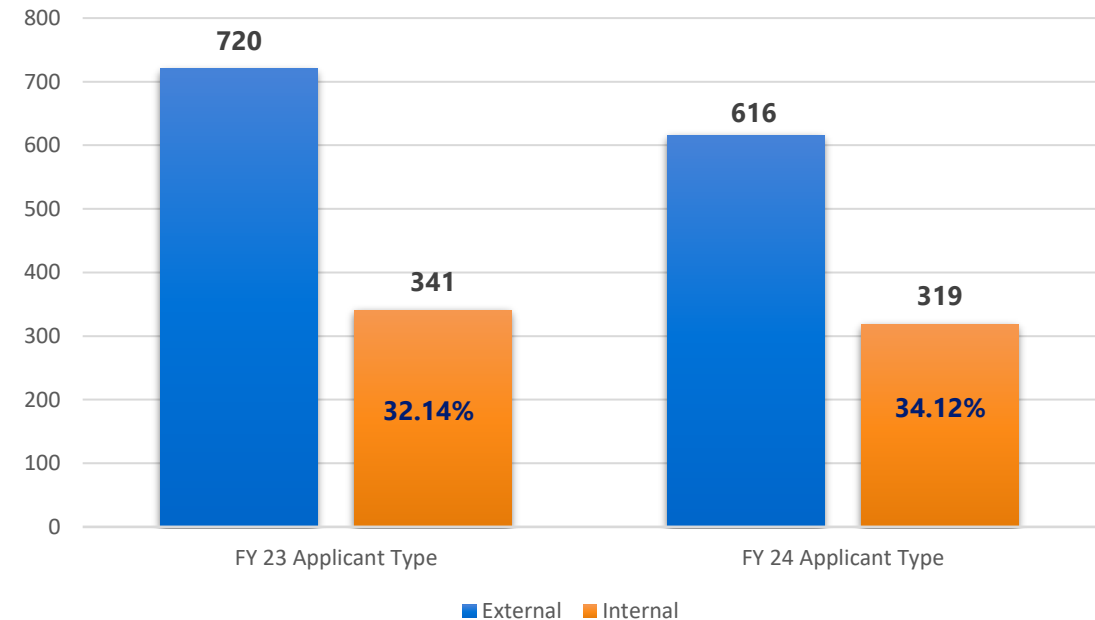
## Employee Referrals | Year over Year



### Employee Referral Insights:

- In FY2023, The Harris Center paid out a total of \$54,700 in Employee Referral Bonuses to 112 employees, with an average payout of \$488
- Although employee referrals slightly decreased from 24.51% in FY2023 to 24.28% in FY2024, the discontinuation of the Employee Referral Bonus program had minimal impact on this referral source.

## Internal Hiring | Year over Year



### Internal Hiring Insights:

- The percentage of internal hires is relatively consistent across FY23 and FY24 moving up slightly from 32.14% in FY23 to 34.12% in FY24.



# HBCUs / HACUs: Black / Hispanic Hiring

School Name
Prairie View A&M University
Texas Southern University
Baylor College of Medicine
Baylor University
Lamar University
Texas A&M University-Commerce
Angelo State University
College of the Mainland
Houston Baptist University
Houston Community College
Lee College
Our Lady of the Lake University, San Antonio
San Jacinto Community College
Texas A&M University, Corpus Christi
Texas A&M University, Kingsville
Texas State University
The University of Texas at Arlington
The University of Texas at El Paso
University of Houston
University of Houston, Clear Lake
University of Houston, Downtown
University of Houston, Victoria
University of St. Thomas
University of the Incarnate Word

## The Harris Center: Employee Representation

Black / African American: 53% (Harris County: 19%)  
 Hispanic / Latino: 22% (Harris County: 43%)

### Major HBCUs

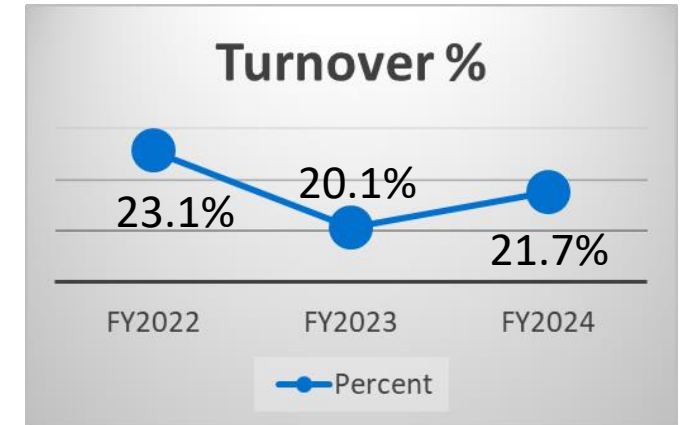
Prairie View A&M University  
 Texas Southern University

### **Additional HBCUs – in progress:**

Huston-Tillotson (Austin)  
 Jarvis Christian University (Hawkins)  
 Wiley University (Marshall)  
 Southwestern Christian College (Terrell)  
 Texas College (Tyler)  
 Paul Quinn College (Dallas)  
 St. Phillips College (San Antonio)

# Turnover Data Overview

Turnover Details	FY2022	FY2023	FY2024
Active Employees	2386	2500	2497
Total Terminations	551	499	<b>541</b>
Voluntary	79%	77%	<b>75%</b>
Involuntary	21%	23%	<b>25%</b>
Turnover Rate Y-o-Y	23.09%	20.08%	<b>21.70%</b>



FY2024	Total Harris Center	NPC / Crisis Line	Nurses	National Behavioral Health
Turnover Rate	<b>21.70%</b>	<b>27.25%</b>	<b>28.15%</b>	<b>29.3%</b>

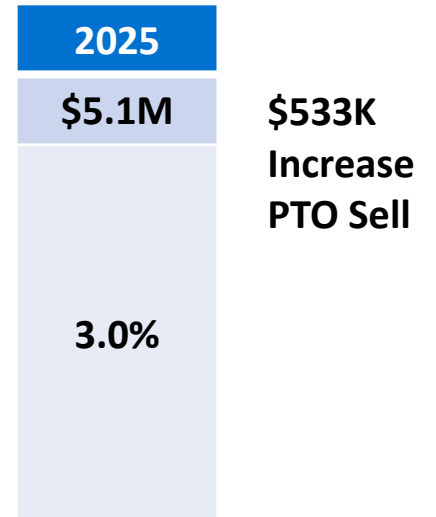
Sources: NSI National Healthcare and RN Staffing Report  
Open Minds National Turnover Report

# Turnover Reasons / Exit Data

Voluntary Terminations (75%)	Involuntary Terminations (25%)
Career Opportunity	Policy Violations / Misconduct
Manager Support	Job Abandonment
Personal / Medical	Performance

# Compensation Strategy

Category	2019	2020	2021	2022	2023	2024
Merit Increase		\$1.7M		\$1.8M		\$2.5M
Market Increases	\$5.8M		\$4.8M	\$13.3M	\$0.9M	\$0.3M
Performance Award (one-time)	\$2.7M	\$1.1M	\$3.0M		\$3.2M	\$0.6M
Total	\$8.5M	\$2.8M	\$7.8M	\$15.1M	\$4.1M	\$3.4M
<b>Average % Increase per Employee</b>	<b>7.7%</b>	<b>2.0%</b>	<b>4.9%</b>	<b>9.1%</b>	<b>2.5%</b>	<b>2.3%</b>
<b>Minimum Hourly Rate</b>	<b>\$12.30</b>	<b>\$12.30</b>	<b>\$12.30</b>	<b>\$12.30</b>	<b>\$15.00</b>	<b>\$17.50</b>
				<b>Percent Increase</b>	<b>21.9%</b>	<b>16.7%</b>



## Average % Increase / Employee

Over Past 3 years: 4.6%

Over Past 6 years: 4.7%

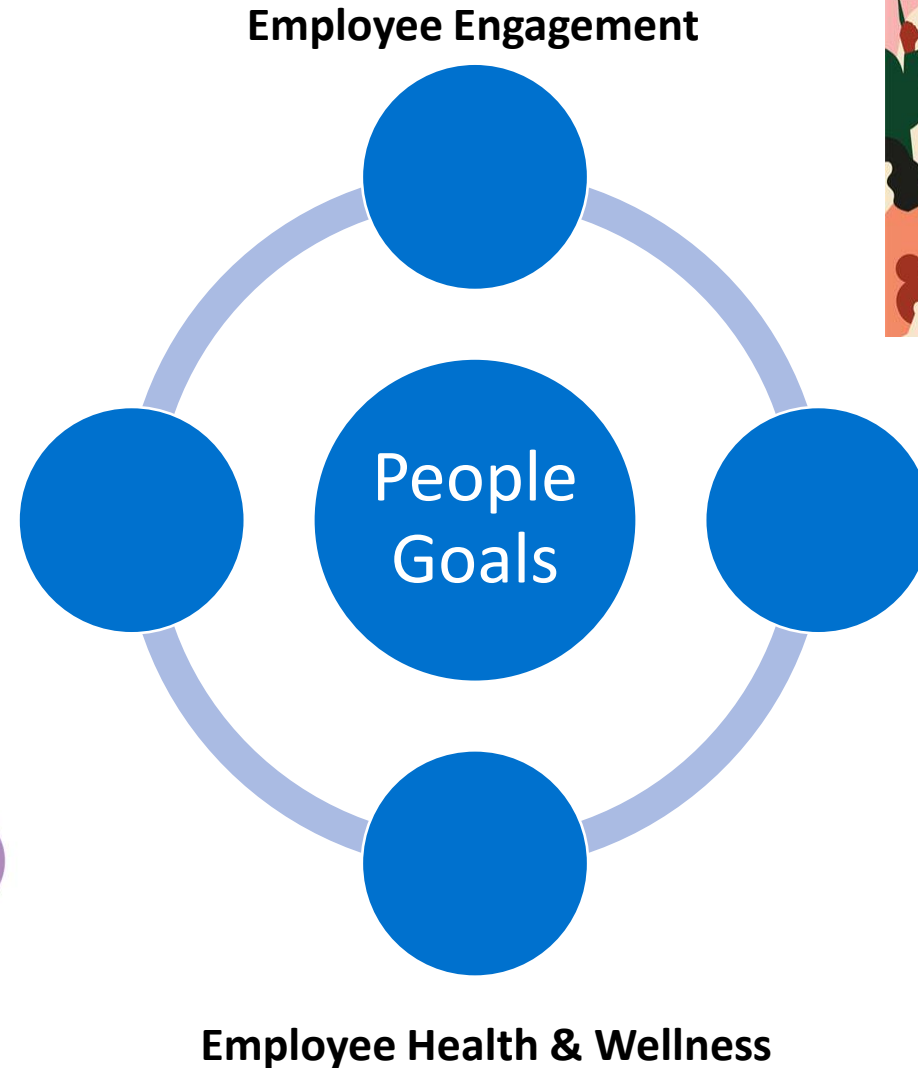
# Total Rewards for Our Employees

Item	Annual Amount
Compensation	
• Base Salary	\$55,000
• Merit Increase (e.g. 2.0%)	1,100
• Performance Award (e.g. 1.0%)	550
<b>Total Compensation</b>	<b>\$56,650</b>
Benefits	
• Medical Premium (80% covered by agency)	\$6,250
• Insurance – Core Life, Core AD&D, LT Disability (100% by agency)	600
• Employee Assistance Program (100% by agency)	750
• Retirement – Employer Contribution (5%)	2,750
• Retirement – Employer Matching (up to 5%)	2,750
• PTO (e.g. 5.6 weeks min)	5,920
<b>Total Potential Benefits</b>	<b>\$19,020</b>
<b>TOTAL REWARDS</b>	<b>\$75,670</b>

Example Employee  
\$55,000 base  
7 years tenure

Additional value of Medical premium discount (Employee + Family): \$12,400

# FY25 – FY27 People Goals



Employee Voice



Employee Health & Wellness



Employee Engagement



Employee Recognition

# People Goals

## Employee Engagement Enhance Employee Engagement



Employee Surveys



Leadership Development Institute



Inclusion Hub



Leadership Meetings

## Employee Voice Amplify employee voice



CEO Videos



Townhall Meetings



Leader Site Visits



Question & Suggestion Box



Engagement Walks

# People Goals

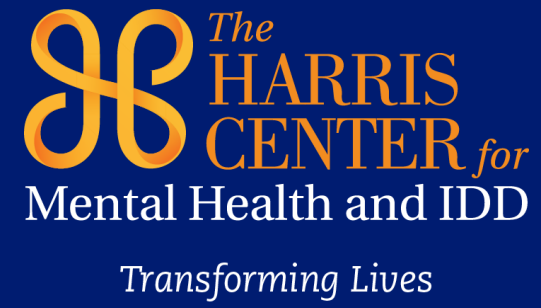
## Employee Recognition *Improve recognition programs*

- ★ Employee Recognition Event
- ★ Employee Picnic (coming soon)
- ★ Board Recognition of Employees
- ★ Employee Awards (Snappy)
- ★ Special Appreciation Days
- ★ Pingboard Applause
- ★ Mission Moments

## Employee Health & Wellness *Promote health and wellbeing*

-  Onthemark Healthy Worksite Assessment
-  Monthly Health Webinars
-  Wellness Partner Education
-  Wellness Fair
-  Onsite Health Services





**Thank You!**