	HCD Purchasi	ng Unit 3200 D	ER MUST APPEAR ON ALL PAYMENT AND DELIVERY CORRESPONDENCE DT DUPLICATE SHIPMENT RELEASE ORDER
Vendor Address Vendor Address Number THE WOMEN'S HOME 607 WESTHEIMER ROAD HOUSTON TX 77006 USA	123980	Information SRO Number/Date CoH Vendor Number Page Buyer's Name Buyer's Telephone Number	4500320966-0 / 03/23/2020 123980 1 of 2 Arva Dearborne 458 832-394-6328
Mail Invoice to COH HOUSING & COMMUNIT FINANCIAL SERVICES SEC, A PO Box 1562 HOUSTON TX 77251-1562		Buyer's Fax Number Buyer's E-mail Address CONFIRM RECEIPT AND	Arva.dearborne@houstontx.gov ACCEPTANCE OF PURCHASE ORDER ER'S E-MAIL ADDRESS
Shipping Address	HOUSING & CC PROCUREMEN 2100 TRAVIS, 9 HOUSTON TX USA	TH FLOOR	
Terms of payment : Shipping Terms Our reference: Your person respons	2020-0307 sible: PAULA PAUST	leduction ard) /DESTINATION	Currency USD
			GRANT TO PROVIDE CASE MANAGEMENT FOR E ABUSE SERVICES AND JOB TRAINING

Item	Quantity	UM	Material # / Description	Unit Cost	Extended Cost
10	1.00	AU		82,997.18 / AU	82,997.18
			96102 ADMINISTRATIVE SVCS	δ,	
			Women's Home Wholelife_Adm		
			Release Order against contract 4600016023 Item 000	10	
			3/23/2020 AYD		
			The Women's Home - Mabee Whole Life Service Cen	iter	
			Administrative Cost - \$ 82,997.18		
			Program Cost - \$767,815.82		
			Total Project Cost - \$850,813.00		



SRO NUMBER MUST APPEAR ON ALL PAYMENT AND DELIVERY CORRESPONDENCE

### HCD Purchasing Unit 3200 POSSIBLE DUPLICATE COPY DO NOT DUPLICATE SHIPMENT OR SERVICE SERVICE RELEASE C DRDER

**CITY OF HOUSTON** 

PO number/date 4500320966 -0 / 03/23/2020 Page 2 of 2

Item	Quantity	UM	Material # / Description	Unit Cost	Extended Cost
	Gross Price		82,997.18 USD 1 AU	1.000	82,997.18
			*** Item partially delivered ***		
			Expected value of unplanned services: 82,997	.18	
			Delivery Date: 09/30/2020		
20	1.00	AU		767,815.82 / AU	767,815.82
			96156 PROGRAM/PROJEC	T DEVE	
			Women's Home Wholelife_Prog Cost		
			Release Order against contract 4600016023 Item	00020	
			3/23/2020 AYD		
			The Women's Home - Mabee Whole Life Service	Center	
			Administrative Cost - \$ 82,997.18		
			Program Cost - \$767,815.82 Total Project Cost - \$850,813.00		
	Gross Price		767,815.82 USD 1 AU	1.000	767,815.82
			*** Item partially delivered ***		
			Expected value of unplanned services: 767,815	5.82	
			Delivery Date: 09/30/2020		
Total ****				USD	850,813.00
2020-0307	ORD PASSED 4/	15/2020			
EXECUTED	D BY MAYOR 4/2	0/2020 CS 4	4/21/2020		
NOTICE -	- This is a cor	ntract relea	ase order against the contract referenced h	erein. The terms and condit	ions in the
			corporated into this contract release order		
			order shall be performed in strict accordance		
work/scop	e of services.				

I hereby certify that the expenditure for the above goods has been duly authorized and appropriated and that sufficient funds are available to liquidate same. I hereby certify a certificate of the necessity of this expenditure is on file in this department. 5. Prom roksen MM-L Mayor

**Chief Procurement Officer** 

Controller

# **Controller's Office**

To the Honorable Mayor and City Council of the City of Houston:

I hereby certify, with respect to the money required for the contracts, agreements, obligation or expenditure contemplated by the ordinance set out below that:

() Funds have been encumbered out of funds previously appropriated for such purpose.

() Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.

() Funds will be available out of current or general revenue prior to the maturity of any such obligation.

() No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.

() That the money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any purposes.

() A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated hereby by this reference.

Other - Grant Funds Available

**City Controller of the City of Houston** 

Date:

3 - 2022

R

AN ORDINANCE APPROVING AND AUTHORIZING A FIRST AMENDMENT TO THE SUBRECIPIENT GRANT AGREEMENT BETWEEN THE CITY OF HOUSTON AND THE WOMEN'S HOME TO PROVIDE HURRICANE HARVEY COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY FUNDS FOR THE CONTINUING ADMINISTRATION AND OPERATION OF HURRICANE HARVEY PUBLIC SERVICES ACTIVITIES TO PROVIDE MENTAL HEALTH COUNSELING, SUBSTANCE ABUSE SERVICES, AND JOB TRAINING AND EDUCATION TO LOW-AND MODERATE-INCOME PERSONS WHO RESIDE IN THE CITY OF HOUSTON; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE

#### FOREGOING SUBJECT; AND DECLARING AN EMERGENCY.

\* \* \* \*

WHEREAS, the City of Houston ("City"), acting pursuant to Ordinance No. 2020-307, passed and adopted on April 15, 2020, entered into a Subrecipient Grant Agreement ("Agreement") with The Women's Home ("Subrecipient") in the amount of \$850,813.00 to provide for the administration and operation of Hurricane Harvey public services activities to provide mental health counseling, substance abuse services, and job training and education to low- and moderate-income persons who reside in the City (the "Program"); and

WHEREAS, by letter dated March 20, 2021 the City and the Subrecipient extended the term of the Agreement through April 30, 2022; and

WHEREAS, the City's Housing and Community Development Department now recommends that City Council approve a First Amendment to the Agreement between the City and the Subrecipient to (1) extend the term of the Agreement through April 30, 2023, and (2) increase the funding by \$251,917.73 in additional CDBG-DR17 funds to cover the extension period for the continuing administration and operation of the Program; NOW THEREFORE,

### BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON:

**Section 1.** That the City Council hereby finds and determines that the facts and recitals contained in the preamble of this Ordinance are true and correct and hereby adopts the recitals set forth above.

Section 2. That the City Council hereby approves and authorizes the contracts, agreements or other undertakings described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents. The City Attorney is hereby authorized to take all action necessary to enforce legal obligations under said contract without further authorization from City Council. The Director or Interim Director of the Housing and Community Development Department or their designee is hereby authorized to execute ministerial or supplementary documents on behalf of the City without further authorization from City Council.

**Section 3**. That there exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter

PASSED AND ADOPTED this 2310 day of March , 2022.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is MAR 29 J22.

City Secretary

03 — DocuSigned by: David Chang

Prepared by Legal Dept. (DC/ea/12/29/2021) Senior Assistant City Attorney Requested by Keith W. Bynam, Interim Director, Housing and Community Development Department L.D. File No. <u>0292000204002</u> FUND REF: \$251,917.73 Grant Fund - Community Development Block Grant (CDBG-DR17)

z/realestate/dcea/ord/ordwomenshome2021firstamend

# Meeting 3/23/2022

Ауе	No	•
✓		Mayor Turner
****		Council Members
$\checkmark$		Peck
$\checkmark$		Jackson
$\checkmark$		Kamin
$\checkmark$		Evans-Shabazz
$\checkmark$		Martin
√		Thomas
$\checkmark$		Huffman
✓		Cisneros
$\checkmark$		Gallegos
Absent		Pollard
$\checkmark$		Castex-Tatum
$\checkmark$		Knox
<ul> <li>✓</li> </ul>		Robinson
$\checkmark$		Kubosh
✓		Plummer
$\checkmark$		Alcorn
Caption	Adopted	

Captions Published in DAILY COURT REVIEW Date: 3/29/2022

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# FIRST AMENDMENT TO THE SUBRECIPIENT GRANT AGREEMENT FOR DISASTER RECOVERY PROGRAM PROJECTS, HURRICANE HARVEY ROUND 1 FUNDING BETWEEN THE CITY OF HOUSTON AND THE WOMEN'S HOME.

4. U

THIS FIRST AMENDMENT TO THE SUBRECIPIENT GRANT AGREEMENT FOR DISASTER RECOVERY PROGRAM PROJECTS, HURRICANE HARVEY ROUND 1 FUNDING (the "First Amendment") is made by and between the CITY OF HOUSTON, TEXAS ("City"), a home-rule city of the State of Texas principally situated in Harris County, and THE WOMEN'S HOME ("Subrecipient"), a Texas non-profit corporation, Data Universal Number System No. 007936896.

#### RECITALS

WHEREAS, on January 2, 2019, pursuant to Ordinance 2019-10 passed and adopted by the City Council, the City entered into a grant agreement with the Texas General Land Office ("GLO"), under which the GLO awarded the City a grant of \$1,175,954,338 in Community Development Block Grant-Disaster Recovery (CDBG-DR) funds to be used in connection with several programs; and

WHEREAS, pursuant to Ordinance No. 2020-307, passed and adopted by City Council on April 15, 2020, the City and Subrecipient entered into that certain Subrecipient Grant Agreement for public services in the amount of \$850,813.00 (Contract No. 4600016023) (the "Original Agreement"); and

WHEREAS, by letter dated March 20, 2021, the City and the Subrecipient extended the term of the Original Agreement through April 30, 2022; and

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WHEREAS, the parties now desire to amend the contract amount of the Original Agreement to (1) extend the term of the Original Agreement through April 30, 2023, and (2) to add an additional \$251,917.73 in CDBG-DR17 funds to the maximum contract amount, under the same terms and conditions to the Original Agreement for the continuing administration and operation of Hurricane Harvey public services activities.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants,

agreements and benefits contained in the Original Agreement and this First Amendment,

the City and Subrecipient agree as follows:

# ARTICLE I

Section 1.1 of Article I, "Grant Conditions and Representations," is deleted in its

entirety and replaced with the following:

"1.1 The City shall make available to Subrecipient, subject to all of the terms, provisions and conditions of this Agreement, a grant in an amount not to exceed **One Million One Hundred Two Thousand Seven Hundred Thirty and 73/100 Dollars (\$1,102,730.73)** in CDBG-DR funds ("Subaward")."

# ARTICLE II

Section 3.1 of Article III "Time of Performance," is deleted in its entirety and

replaced with the following:

"3.1 The term of this Agreement ("Term" or "Initial Term") shall be **May 1**, **2020** ("Effective Date") and end on **April 30**, **2023** ("Termination Date"), unless sooner terminated in accordance with the terms of this Agreement or in accordance with applicable laws, regulations, or rules. Subrecipient acknowledges and agrees that any Public Services activities carried out before the Effective Date, or after the Termination Date, unless the Term is extended in accordance with Section 3.3 of this Agreement, will be deemed to be gratuitously provided, and the City shall have no obligation to pay for such activities."

### ARTICLE III

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Section 3.3 of Article III "Time of Performance," is deleted in its entirety and

replaced with the following:

"3.3 Subject to the availability of funds, this Agreement may be extended for up to twelve (12) months by the Director, in their sole discretion, by written notice to the Subrecipient prior to the expiration of the Term hereof. Extensions in excess of twelve (12) months or extensions involving changes pursuant to Article XIX, Section 19.2 must be by formal amendment and approved by the City Council of the City of Houston ("City Council"). Prior to the expiration of each further extension approved by City Council, the Director may extend this Agreement for up to an additional six (6) months, in their sole discretion, by written notice to the Subrecipient."

# **ARTICLE IV**

Section 4.1 of Article IV, "Compensation and Payment," is deleted in its entirety

and replaced with the following:

"4.1 For and in consideration of the services performed under this Agreement, the City agrees to pay Subrecipient a sum not to exceed **One Million One Hundred Two Thousand Seven Hundred Thirty and 73/100 Dollars (\$1,102,730.73)**, as set forth in **EXHIBIT A**, Project Summary, and in accordance with the budget in **EXHIBIT C**, Budget, solely for the reimbursement of costs allowable under this Agreement. The City shall not be liable for the reimbursement of any expenses which are not allowable under the terms of this Agreement or under the GLO Agreement."

# ARTICLE V.

Paragraphs IV and V of EXHIBIT A (Project Summary) to the Original Agreement

be amended to read as follows:

- IV. "The period of the Agreement is from May 1, 2020 through April 30, 2023, subject to an extension as provided in Article 3.3 thereof and to the availability of federal funds."
- V. "The maximum compensation for eligible activities under the Agreement is \$1,102,730.73 in CDBG-DR17 funds and is subject to the provisions of ARTICLES III, IV, V, VIII, IX, X, XI, XII, XIII, XIX, XXIII, XXVII, XVIII, and XIX thereof."

# ARTICLE VI

1. 1<sup>\*</sup>

**EXHIBIT B** in the Original Agreement is hereby amended to add the updated scope of services attached hereto as **EXHIBIT B-1**, incorporated herein to apply to the extension period of this First Amendment (May 1, 2022—April 30, 2023) and all references to **Exhibit B** in the Agreement shall also refer to **Exhibit B-1**.

# ARTICLE VII

**EXHIBIT C** in the Original Agreement is hereby amended to add the updated budget attached hereto as **EXHIBIT C-1**, incorporated herein to apply to the extension period of this First Amendment (May 1, 2022—April 30, 2023) and all references to **Exhibit C** in the Agreement shall also refer to **Exhibit C-1**.

### ARTICLE VIII

The following Article XXVII, entitled "Anti-Boycott of Energy Companies," is

added in its entirety:

"27.1 Subrecipient certifies that Subrecipient is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code."

### ARTICLE IX

The following Article XXVIII, entitled "Anti-Boycott of Firearm Entities or

Firearm Trade Associations," is added in its entirety:

"28.1 Subrecipient certifies that Subrecipient does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code."

# **ARTICLE X**

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# The following Article XXIX, entitled "Certification of No Business with Foreign

Terrorist Organizations," is added in its entirety:

"29.1 For purposes of Section 2252.152 of the Code, Subrecipient certifies that, at the time of this Agreement neither Subrecipient nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Subrecipient, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Code as a company known to have contracts with or provide supplies or to a foreign terrorist organization."

# ARTICLE XI

In the event of a conflict between the Original Agreement and this First

Amendment, this First Amendment shall prevail.

# ARTICLE XII

All other terms and conditions of the Original Agreement, except as amended in

this First Amendment, shall continue in full force and effect.

# [SIGNATURE PAGE FOLLOWS]

#### **Signatures**

The Parties have executed this First Amendment in multiple copies, each of which is an original. Each person signing this First Amendment represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this First Amendment. Each Party represents and warrants to the other that the execution and delivery of this First Amendment and the performance of such Party's obligations hereunder have been duly authorized and that the First Amendment is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this First Amendment electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

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#### THE WOMEN'S HOME

**CITY OF HOUSTON** 

By:	
Printed Name:	
Title:	

ATTEST/SEAL:

By:

CORPORATE SECRETARY

Printed Name: \_\_\_\_\_

MAYOR

ATTEST/SEAL:

CITY SECRETARY

COUNTERSIGNED:

CITY CONTROLLER

DATE OF COUNTERSIGNATURE

**APPROVED AS TO FORM:** 

SENIOR ASSISTANT CITY ATTORNEY

### **APPROVED:**

INTERIM DIRECTOR, HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT z/realestate/dcea/amend/womenshomefirstamend2022 **EXHIBIT B-1** 

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#### EXHIBIT B-1 SCOPE OF SERVICES THE WOMEN'S HOME WholeLife Mabee DR17

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#### A. PROGRAM GOALS:

The goal of this program is to provide case management, mental health counseling, substance abuse services, job training and education to 172 low-to-moderate income Houston residents.

#### B. PROGRAM OBJECTIVE:

In order to serve its residents and comply with governmental regulations, the Subrecipient will use its CDBG-DR funds to provide program services as follows and as described at 24 CFR §570.201 (e) Basic eligible activities - public services activities to 172 low-to-moderate income Houston residents and in accordance with the Budget attached hereto as **Exhibit C**:

 Provide case management, mental health counseling, substance abuse services, job training and education to 172 low-to-moderate income Houston residents by the end of the contract term as described herein above, and pursuant to the Budget attached to the foregoing contract as Exhibit C.

#### C. CONTENT AND OPERATIONS:

- 1. The Subrecipient will provide the following services at the Mabee WholeLife® Service Center which is located at 1905 Jacquelyn Dr., Houston, TX 77055. The hours of operation for this facility are Monday through Thursday from 8 am to 8 pm and Friday from 8:00 am to 5:00 pm:
  - Integrated, outpatient behavioral health treatment on a full-time basis. The services provided will include mental health counseling for adults, families, children, and adolescents; prevention and early intervention support; psychoeducation groups; peer support services; substance use disorder and co-occurring disorder treatment; abuse prevention; recovery support groups; and case management. The case management services will include transportation assistance and food assistance in addition to case counseling.
  - Adult education and workforce development training that will include Adult Basic Education (ABE), General Education Development (GED), English as a Second Language (ESL), other specialized workforce development training and education classes to support wellness and resiliency. These classes will be offered on at regular intervals throughout the year.
- 2. The Subrecipient will complete and submit required program evaluations and reports.

#### D. METHOD OF PAYMENT:

The Subrecipient shall provide monthly reimbursement requests to the Housing and Community Development Department (HCDD) on forms provided by the City, or in a format approved by the City. The monthly reimbursement request shall include invoices and copies of signed checks.

Should the Director of the HCDD request any additional documentation, this shall be provided by the Subrecipient as well.

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#### E. ENROLLMENT AND ELIGIBILITY DETERMINATION:

The Subrecipient agrees to service participants who are low-to-moderate income adults that reside in Houston.

#### F. PERFORMANCE MEASURES:

The Subrecipient will provide case management, mental health counseling, substance abuse services, job training and education to a minimum of 172 low-to-moderate income Houston residents and will provide a monthly report to the HCDD which shall include the following performance measures:

- # of persons receiving outpatient behavioral health care services including case management, mental health counseling, substance abuse services, abuse prevention and peer support services(Target 72 persons annually)
- # of persons receiving job training (Target 83 persons annually)
- # of persons receiving educational services (Target 38 persons annually)

**EXHIBIT C-1** 

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C-1 DETAILED	PROJECT	BUDGET
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COUNT	ACCOUNT EXPLANATION/	Annual Amount	PS Funds %	ADMIN COSTS INDIRECT	Program COSTS DIRECT	TOTAL Public Service GRANT FY2021*	TOTAL OTHER FUNDING SOURCES	TOTAL OTHER FUNDING SOURCES	TOTAL Project COSTS (PS+OTHER)		TOTAL COSTS
							D. J. P. C. Jint	Drivets (Applicant			
LARIES, H	FRINGE BENEFITS & DIRECT DELIVERY CO	ISTS					Public Funding	Private/Applicant			
	Payroll and Personnel Expenses Salary and Wages										
	WLSC Receptionist 1	\$32.952.66	29.01% \$	3,651.22	\$ 5,907.47	\$9,558.69	\$0.00	\$23,393.97	\$32,952.66	\$0.00	\$32,95
		\$31,694.02	29.96%	•	\$ 6,333.73	\$9,496.21				2 \$0.00	\$31,69
	WLSC Receptionist 2	\$55,801.67	23.30%		\$ 13,781.54	\$13,781.54	• • • = =			\$0.00	\$55,80
	Peer Support Specialist	\$35,601.67	24.70%		\$ 11,828.55	\$11,828.55		•			\$47,76
	Case Manager 1	\$47,761.50	36.03%		\$ 16,125.80	\$16,125.80					\$44,76
	Case Manager 2	\$44,761.50 \$44,100.00	4.33%		\$ 1,317.26	· ·					\$44,10
	Case Manager 3	· ·	4.33%		\$ 20,837.53						\$57,93
	Case Manager/Employment Spec	\$57,933.23	35.97% 3 49.63% 9	•	\$ 20,637.33 \$ 27,910.24	\$27,910.24					\$56,23
	Clinical and Chemical Dependenc	\$56,235.03		•	\$ 8,429.12						\$54.00
	Bi-lingual Clinical and Chemical D	\$54,000.00	15.61% \$	•							\$50,20
	Volunteer Coordinator	\$50,265.44	26.34%	•	\$ 13,239.65				\$51,891.3		\$74,25
	Director of WholeLife Service Cer.	\$74,255.83	32.17%				. ,				
	Chief Program Officer	\$116,975.00	13.99% \$	\$ 6,099.23	\$ 10,264.69	\$16,363.92	\$24,565.00	\$37,495.26	) \$70,424.10	φ30,000.02	φ110,01
	Subtotal	\$666,735.88	26.00%	\$17,974.23	\$155,397.3	2 \$173,371.55	\$40,691.00	\$309,373.69	\$523,436.24	4 \$143,299.64	\$666,73
	Fringe Benefits									c 60.000.4C	<b>664 O</b>
	FICA (7.65%)	\$51,005.29	30.07%	\$1,877.25	\$13,458.9						\$51,00
	Worker's Compensation (1.625%)	\$10,834.46	0.00%		\$0.0						\$10,83
	SUI (.0575%)	\$3,833.73	29.96%	\$86.49	\$1,062.0	0 \$1,148.49				6 \$672.37	\$3,83
	Insurance (Medical, Dental, Life) (	\$57,672.65	36.22%	\$1,366.41	\$19,519.9	0 \$20,886.31	\$3,519.77	\$26,760.82			
	Other ()						\$0.00	1	\$0.0		
	Subtotal	\$123,346.14	30.30%	\$3,330.15	\$34,040.8	5 \$37,371.00	\$7,273.52	\$57,234.13	\$101,878.6	5 \$21,467.49	\$123,3
	Professional Fees, Contract Services										
	Counseling ( Contract therapists f	\$156,800.00	4.22%	\$-	\$ 6,620.00	\$6,620.00	) \$0.00				
	Peer Recovery (Contract Peer Sp	\$45.600.00		\$ -	\$ 7,099.16	\$7,099.10	5 \$0.00	\$38,500.84	\$45,600.0		
		\$0.00		\$ -	\$ -	\$0.00	) \$0.00	) \$0.0			
	Rent, Lease, and Purchase Equipment (of	\$3,702.72			\$ 865.55	5 \$865.5	5 \$0.00	) \$2,837.1			
	Travel	\$0.00		\$-	\$ -	\$0.0	0.00	) \$0.0			
	Lease Space (Office Space)	\$111,978.00		s -	\$ 24,881.52	2 \$24,881.5	2 \$0.00	) \$87,096.4			
	Utilities (General building utilities (water, $\epsilon$	\$37,000.00		•	\$ 1.708.95		5 \$0.00	) \$35,291.0	5 \$37,000.0	0 \$0.00	\$37,0
	Consumables and Supplies (General offic	\$0.00		\$-	\$ -	\$0.0	0 \$0.00	) \$0.0	0.0\$ 0.0	0 \$0.00	
	Other	\$0.00		\$ -	\$ -	\$0.0	0 \$0.0	) \$0.0	0.0\$0.0	0 \$0.00	
	Subtotal	\$355,080.72		\$0.00	\$41,175.1			\$313,905.5	4 \$355,080.7	2 \$0.00	\$355,0
THER AD	MINISTRATIVE COSTS	¢0.00		۹		\$0.0	0 \$0.0	o \$0.0	0 \$0.0	0 \$0.00	
	Audit Costs	\$0.00		Ψ		\$0.0 \$0.0					
	Accounting/Payroll Costs	\$0.00		\$ -		<b>ຈ</b> ິນ.ບ	ບ ລູບ.ບ	U 40.0	φυ.υ	.ο φυίου	
	Liability Insurance	\$0.00		s -							
	Other	\$0.00		\$ -		ên n	0 \$0.0	0 \$0.0	0 \$0.0	00 <b>\$0.00</b>	1
	Subtotal	\$0.00		\$0.00		\$0.0	ບ ລຸບ.ບ	ບ ຈຸບ.ບ	φ φυ.υ	φυ.υυ	

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RVEY PS GRAN	PROJECT NAME: ice funds: \$251.917.	73		C-1 DET/	AILED PROJEC	t Budget					
ACCOUNT AC	COUNT EXPLANATION/	Annual Amount	PS Funds %	ADMIN COSTS INDIRECT	COSTS DIRECT	TOTAL Public Service GRANT FY2021*	TOTAL OTHER FUNDING SOURCES	TOTAL OTHER FUNDING SOURCES	TOTAL Project COSTS (PS+OTHER)		TOTAL COSTS
0	AM COSTS ther ther ther Subtotal	\$0.00 \$0.00 <b>\$0.00</b>			\$ - \$ - \$ - \$0.00	\$0.00 \$0.00 \$0.00 <b>\$0.0</b> 0	) \$0.0 ) \$0.0	0 \$0.00 0 \$0.00	) \$0.00 ) \$0.00	) \$0.00 ) \$0.00	\$0. \$0. \$0. <b>\$0.</b>
TOTAL		\$1,145,162.74	22.00%	\$21,304.38	\$230,613.35	\$251,917.73	\$47,964.5	2 \$680,513.36	\$980,395.61	\$164,767.13	\$1,145,162

Summary for Harvey PS Grant

Public Service Activity	Amount :	Percentage
INDIRECT ADMINISTRATION	\$21,304.38	8.46%
DIRECT PROGRAM COSTS	\$230,613.35	91.54%
TOTAL	\$251,917.73	100.00%

Approved:

CHAIRMAN OF THE BOARD/ EXECUTIVE DIRECTOR

#### Approved:

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Date:

Date:

# FIRST AMENDMENT TO THE SUBRECIPIENT GRANT AGREEMENT FOR DISASTER RECOVERY PROGRAM PROJECTS, HURRICANE HARVEY ROUND 1 FUNDING BETWEEN THE CITY OF HOUSTON AND THE WOMEN'S HOME.

THIS FIRST AMENDMENT TO THE SUBRECIPIENT GRANT AGREEMENT FOR DISASTER RECOVERY PROGRAM PROJECTS, HURRICANE HARVEY ROUND 1 FUNDING (the "First Amendment") is made by and between the CITY OF HOUSTON, TEXAS ("City"), a home-rule city of the State of Texas principally situated in Harris County, and THE WOMEN'S HOME ("Subrecipient"), a Texas non-profit corporation, Data Universal Number System No. 007936896.

#### RECITALS

WHEREAS, on January 2, 2019, pursuant to Ordinance 2019-10 passed and adopted by the City Council, the City entered into a grant agreement with the Texas General Land Office ("GLO"), under which the GLO awarded the City a grant of \$1,175,954,338 in Community Development Block Grant-Disaster Recovery (CDBG-DR) funds to be used in connection with several programs; and

WHEREAS, pursuant to Ordinance No. 2020-307, passed and adopted by City Council on April 15, 2020, the City and Subrecipient entered into that certain Subrecipient Grant Agreement for public services in the amount of \$850,813.00 (Contract No. 4600016023) (the "Original Agreement"); and

**WHEREAS,** by letter dated March 20, 2021, the City and the Subrecipient extended the term of the Original Agreement through April 30, 2022; and

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WHEREAS, the parties now desire to amend the contract amount of the Original Agreement to (1) extend the term of the Original Agreement through April 30, 2023, and (2) to add an additional \$251,917.73 in CDBG-DR17 funds to the maximum contract amount, under the same terms and conditions to the Original Agreement for the continuing administration and operation of Hurricane Harvey public services activities.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants,

agreements and benefits contained in the Original Agreement and this First Amendment,

the City and Subrecipient agree as follows:

# ARTICLE I

Section 1.1 of Article I, "Grant Conditions and Representations," is deleted in its

entirety and replaced with the following:

"1.1 The City shall make available to Subrecipient, subject to all of the terms, provisions and conditions of this Agreement, a grant in an amount not to exceed **One Million One Hundred Two Thousand Seven Hundred Thirty and 73/100 Dollars (\$1,102,730.73)** in CDBG-DR funds ("Subaward")."

# ARTICLE II

Section 3.1 of Article III "Time of Performance," is deleted in its entirety and

replaced with the following:

"3.1 The term of this Agreement ("Term" or "Initial Term") shall be **May 1**, **2020** ("Effective Date") and end on **April 30**, **2023** ("Termination Date"), unless sooner terminated in accordance with the terms of this Agreement or in accordance with applicable laws, regulations, or rules. Subrecipient acknowledges and agrees that any Public Services activities carried out before the Effective Date, or after the Termination Date, unless the Term is extended in accordance with Section 3.3 of this Agreement, will be deemed to be gratuitously provided, and the City shall have no obligation to pay for such activities."

# ARTICLE III

Section 3.3 of Article III "Time of Performance," is deleted in its entirety and

replaced with the following:

"3.3 Subject to the availability of funds, this Agreement may be extended for up to twelve (12) months by the Director, in their sole discretion, by written notice to the Subrecipient prior to the expiration of the Term hereof. Extensions in excess of twelve (12) months or extensions involving changes pursuant to Article XIX, Section 19.2 must be by formal amendment and approved by the City Council of the City of Houston ("City Council"). Prior to the expiration of each further extension approved by City Council, the Director may extend this Agreement for up to an additional six (6) months, in their sole discretion, by written notice to the Subrecipient."

# **ARTICLE IV**

Section 4.1 of Article IV, "Compensation and Payment," is deleted in its entirety

and replaced with the following:

"4.1 For and in consideration of the services performed under this Agreement, the City agrees to pay Subrecipient a sum not to exceed **One Million One Hundred Two Thousand Seven Hundred Thirty and 73/100 Dollars (\$1,102,730.73)**, as set forth in **EXHIBIT A**, Project Summary, and in accordance with the budget in **EXHIBIT C**, Budget, solely for the reimbursement of costs allowable under this Agreement. The City shall not be liable for the reimbursement of any expenses which are not allowable under the terms of this Agreement or under the GLO Agreement."

# ARTICLE V.

Paragraphs IV and V of **EXHIBIT A** (Project Summary) to the Original Agreement

be amended to read as follows:

- IV. "The period of the Agreement is from May 1, 2020 through April 30, 2023, subject to an extension as provided in Article 3.3 thereof and to the availability of federal funds."
- V. "The maximum compensation for eligible activities under the Agreement is \$1,102,730.73 in CDBG-DR17 funds and is subject to the provisions of ARTICLES III, IV, V, VIII, IX, X, XI, XII, XIII, XIX, XXIII, XXVII, XVIII, and XIX thereof."

# **ARTICLE VI**

**EXHIBIT B** in the Original Agreement is hereby amended to add the updated scope of services attached hereto as **EXHIBIT B-1**, incorporated herein to apply to the extension period of this First Amendment (May 1, 2022—April 30, 2023) and all

references to Exhibit B in the Agreement shall also refer to Exhibit B-1.

# ARTICLE VII

**EXHIBIT C** in the Original Agreement is hereby amended to add the updated budget attached hereto as **EXHIBIT C-1**, incorporated herein to apply to the extension period of this First Amendment (May 1, 2022—April 30, 2023) and all references to **Exhibit C** in the Agreement shall also refer to **Exhibit C-1**.

# ARTICLE VIII

The following Article XXVII, entitled "<u>Anti-Boycott of Energy Companies</u>," is added in its entirety:

"27.1 Subrecipient certifies that Subrecipient is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code."

# **ARTICLE IX**

The following Article XXVIII, entitled "Anti-Boycott of Firearm Entities or

Firearm Trade Associations," is added in its entirety:

"28.1 Subrecipient certifies that Subrecipient does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code."

# ARTICLE X

# The following Article XXIX, entitled "Certification of No Business with Foreign

**<u>Terrorist Organizations</u>**," is added in its entirety:

"29.1 For purposes of Section 2252.152 of the Code, Subrecipient certifies that, at the time of this Agreement neither Subrecipient nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Subrecipient, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Code as a company known to have contracts with or provide supplies or to a foreign terrorist organization."

# ARTICLE XI

In the event of a conflict between the Original Agreement and this First

Amendment, this First Amendment shall prevail.

# ARTICLE XII

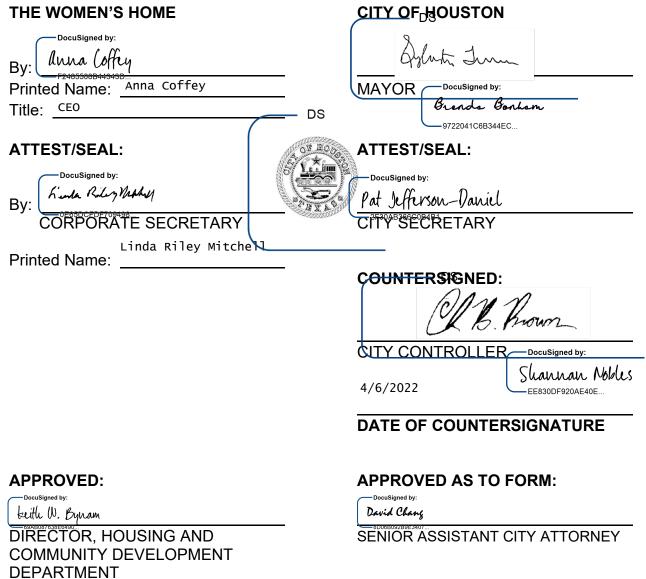
All other terms and conditions of the Original Agreement, except as amended in

this First Amendment, shall continue in full force and effect.

[SIGNATURE PAGE FOLLOWS]

# **Signatures**

The Parties have executed this First Amendment in multiple copies, each of which is an original. Each person signing this First Amendment represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this First Amendment. Each Party represents and warrants to the other that the execution and delivery of this First Amendment and the performance of such Party's obligations hereunder have been duly authorized and that the First Amendment is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this First Amendment electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.



z/realestate/dcea/amend/womenshomefirstamend2022

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# **EXHIBIT B-1**

# EXHIBIT B-1 SCOPE OF SERVICES THE WOMEN'S HOME WholeLife Mabee DR17

#### A. PROGRAM GOALS:

The goal of this program is to provide case management, mental health counseling, substance abuse services, job training and education to 172 low-to-moderate income Houston residents.

#### **B. PROGRAM OBJECTIVE:**

In order to serve its residents and comply with governmental regulations, the Subrecipient will use its CDBG-DR funds to provide program services as follows and as described at 24 CFR §570.201 (e) Basic eligible activities - public services activities to 172 low-to-moderate income Houston residents and in accordance with the Budget attached hereto as **Exhibit C**:

 Provide case management, mental health counseling, substance abuse services, job training and education to 172 low-to-moderate income Houston residents by the end of the contract term as described herein above, and pursuant to the Budget attached to the foregoing contract as Exhibit C.

### C. CONTENT AND OPERATIONS:

- 1. The Subrecipient will provide the following services at the Mabee WholeLife<sup>®</sup> Service Center which is located at 1905 Jacquelyn Dr., Houston, TX 77055. The hours of operation for this facility are Monday through Thursday from 8 am to 8 pm and Friday from 8:00 am to 5:00 pm:
  - Integrated, outpatient behavioral health treatment on a full-time basis. The services provided will include mental health counseling for adults, families, children, and adolescents; prevention and early intervention support; psychoeducation groups; peer support services; substance use disorder and co-occurring disorder treatment; abuse prevention; recovery support groups; and case management. The case management services will include transportation assistance and food assistance in addition to case counseling.
  - Adult education and workforce development training that will include Adult Basic Education (ABE), General Education Development (GED), English as a Second Language (ESL), other specialized workforce development training and education classes to support wellness and resiliency. These classes will be offered on at regular intervals throughout the year.
- 2. The Subrecipient will complete and submit required program evaluations and reports.

### D. METHOD OF PAYMENT:

The Subrecipient shall provide monthly reimbursement requests to the Housing and Community Development Department (HCDD) on forms provided by the City, or in a format approved by the City. The monthly reimbursement request shall include invoices and copies of signed checks.

Should the Director of the HCDD request any additional documentation, this shall be provided by the Subrecipient as well.

#### E. ENROLLMENT AND ELIGIBILITY DETERMINATION:

The Subrecipient agrees to service participants who are low-to-moderate income adults that reside in Houston.

#### F. PERFORMANCE MEASURES:

The Subrecipient will provide case management, mental health counseling, substance abuse services, job training and education to a minimum of 172 low-to-moderate income Houston residents and will provide a monthly report to the HCDD which shall include the following performance measures:

- # of persons receiving outpatient behavioral health care services including case management, mental health counseling, substance abuse services, abuse prevention and peer support services(Target 72 persons annually)
- # of persons receiving job training (Target 83 persons annually)
- # of persons receiving educational services (Target 38 persons annually)

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# **EXHIBIT C-1**

C-1 DETAILED PROJECT BUDGET

	Annual	PS Funds	ADMIN	Program	TOTAL	TOTAL	TOTAL	TOTAL	COSTS NOT	TOTAL
	Amount	%	COSTS	COSTS	Public Service	OTHER	OTHER	Project	ASSOCIATED	COSTS
COUNT ACCOUNT EXPLANATION/			INDIRECT	DIRECT	GRANT	FUNDING	FUNDING	COSTS	WITH PROJECT	
SCRIPTION DETAILS					FY2021*	SOURCES	SOURCES	(PS+ OTHER)		
LARIES, FRINGE BENEFITS & DIRECT DELIVERY C Payroll and Personnel Expenses	OSTS					Public Funding	Private/Applicant			
Salary and Wages										
WLSC Receptionist 1	\$32,952.66	29.01%	\$ 3,651.22	\$ 5,907.47	\$9,558.69	\$0.00	\$23,393.97	\$32,952.66	\$0.00	\$32,95
WLSC Receptionist 7 WLSC Receptionist 2	\$31,694.02	29.96%	. ,	\$ 6,333.73	. ,		. ,	\$31,694.02		. ,
Peer Support Specialist	\$55,801.67	29.90%	, .,	\$ 13,781.54	. ,		. ,	\$55,801.67		
Case Manager 1	\$35,801.67 \$47,761.50	24.70%	,	\$ 11,828.55				\$19,773.03		
5	\$44,761.50	36.03%		\$ 16,125.80				\$29,048.91		
Case Manager 2	\$44,701.50	4.33%		\$ 1,317.26	. ,			\$29,048.91	. ,	
Case Manager 3	. ,	4.33%	,	, ,	. ,		. ,	. ,		
Case Manager/Employment Spec	\$57,933.23	35.97% 49.63%						\$57,933.23		. ,
Clinical and Chemical Dependenc	\$56,235.03			\$ 27,910.24				\$56,235.03		
Bi-lingual Clinical and Chemical D	\$54,000.00	15.61%		\$ 8,429.12	. ,		. ,	\$54,000.00		
Volunteer Coordinator	\$50,265.44	26.34%	,	\$ 13,239.65	. ,		. ,	\$35,045.09	. ,	. ,
Director of WholeLife Service Cen	\$74,255.83	32.17%		\$ 19,421.74				\$51,891.39		
Chief Program Officer	\$116,975.00	13.99%	\$ 6,099.23	\$ 10,264.69	\$16,363.92	\$24,565.00	\$37,495.26	\$78,424.18	\$38,550.82	\$116,9
Subtotal	\$666,735.88	26.00%	\$17,974.23	\$155,397.32	2 \$173,371.55	\$40,691.00	\$309,373.69	\$523,436.24	\$143,299.64	\$666,7
Fringe Benefits										
FICA (7.65%)	\$51,005.29	30.07%	\$1,877.25	\$13,458.95	5 \$15,336.20	\$3,112.86	\$23,667.09	\$42,116.15	\$8,889.15	\$51,0
Worker's Compensation (1.625%)	\$10,834.46	0.00%		\$0.00	) \$0.00	\$406.91	\$5,027.32	\$5,434.23	\$5,400.23	\$10,8
SUI (.0575%)	\$3,833.73	29.96%	\$86.49	\$1,062.00	) \$1,148.49	\$233.97	\$1,778.90	\$3,161.36	\$672.37	\$3,8
Insurance (Medical, Dental, Life) (	\$57,672.65	36.22%	\$1,366.41	\$19,519.90	\$20,886.31	\$3,519.77	\$26,760.82	\$51,166.91	\$6,505.75	\$57,6
Other ()						\$0.00	)	\$0.00	\$0.00	
Subtotal	\$123,346.14	30.30%	\$3,330.15	\$34,040.85	5 \$37,371.00	\$7,273.52	\$57,234.13	\$101,878.65	\$21,467.49	\$123,34
Professional Fees, Contract Services										
Counseling (Contract therapists fi	\$156,800.00	4.22%	\$ -	\$ 6,620.00	\$6,620.00	\$0.00	\$150,180.00	\$156,800.00	\$0.00	\$156,8
Peer Recovery (Contract Peer Sp	\$45,600.00	15.57%		\$ 7.099.16	. ,		. ,	\$45.600.00		. ,
	\$0.00		,	\$ -	\$0.00			\$0.00		
Rent, Lease, and Purchase Equipment (of	\$3,702.72	23.38%	Ŧ	\$ 865.55				\$3,702.72		
Travel	\$0.00		\$-	\$ -	\$0.00					
Lease Space (Office Space)	\$111,978.00	22.22%	,	\$ 24,881.52				\$111,978.00		
Utilities (General building utilities (water, e	\$37,000.00	4.62%		\$ 1,708.95			. ,	\$37,000.00		1 1-
Consumables and Supplies (General offic	\$0.00			\$ -	\$0.00		. ,	. ,		
Other	\$0.00		\$- \$-	φ - \$ -	\$0.00			\$0.00		
Subtotal	\$355,080.72	11.60%	\$0.00	\$41,175.18				\$355,080.72		
	00.02		\$ -		00.00	¢0.00	0.00	¢0.00	00.00	
Audit Costs	\$0.00 \$0.00		\$- \$-		\$0.00 \$0.00			\$0.00 \$0.00		
Accounting/Payroll Costs					<b>φ</b> 0.00	φ0.00	\$0.00	\$0.00	\$0.00	
Liability Insurance	\$0.00		\$ -							
Other	\$0.00		\$-			**		** **		9
Subtotal	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

RVEY PS GRANT PRO	DJECT NAME:												
AL Public Service fur	inds:	\$251,917.73											
			Annual	PS Funds	ADMIN	Program	TOTAL	TOTAL	TOTAL	TOTAL	C	OSTS NOT	TOTAL
			Amount	%	COSTS	COSTS	<b>Public Service</b>	OTHER	OTHER	Project	AS	SSOCIATED	COSTS
CCOUNT ACCOUNT	T EXPLANATION/				INDIRECT	DIRECT	GRANT	FUNDING	FUNDING	COSTS	W	VITH PROJECT	
ESCRIPTION DETAILS							FY2021*	SOURCES	SOURCES	(PS+ OTHER)			
THER PROGRAM CO	OSTS												
THER PROGRAM CO	OSTS												
Other	OSTS				\$-	\$ -	\$0.00				\$0.00	\$0.00	
Other Other	OSTS		\$0.00		\$-	\$ - \$ -	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0 \$0
Other	OSTS		\$0.00 \$0.00		\$-	\$- \$- \$-		\$0.00	\$0.00				\$0
Other		ıbtotal			\$-	\$- \$- \$- \$0.00	\$0.00	\$0.00 \$0.00	\$0.00 \$0.00	1	\$0.00	\$0.00	

Summary for Harvey PS Grant

Public Service Activity	Amount	Percentage
INDIRECT ADMINISTRATION	\$21,304.38	8.46%
DIRECT PROGRAM COSTS	\$230,613.35	91.54%
TOTAL	\$251,917.73	100.00%

-DocuSigned by:

anna (offer Approved:

-DocuSigned by:

keith W. Bynam Approved:

DIRECTOR, MOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

# Date: 3/15/2022

Date: 3/22/2022

C-1 DETAILED PROJECT BUDGET