



Paige McInnis
Harris County Purchasing Agent

June 30, 2025

Commissioners Court
Harris County, Texas

RE: Interlocal Agreement(s)

Members of Commissioners Court:

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

Description: Jail Diversion Program For Harris County Judge's Office
Agency: The Harris Center for Mental Health and IDD
Term: 07/10/2025 - 08/31/2026 with two (2) one-year renewal options
Amount: \$5,000,000
Reviewed By: • Harris County Purchasing • County Judge's Office

Sincerely,

Paige McInnis

Paige McInnis
Purchasing Agent

PL
Attachment(s)
cc: Agency

FOR INCLUSION ON COMMISSIONERS COURT AGENDA JULY 10, 2025



**INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE HARRIS
CENTER FOR MENTAL HEALTH AND IDD**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas, acting by and through the Harris County Judge’s Office (the “Department”), and The Harris Center for Mental Health and IDD (“The Harris Center” or “Agency”) a State designated Community Center and Agency of the State of Texas under the provisions of Chapter 534 of the Texas Health and Safety Code, pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ann. §§791.001-791.030. The County and Agency are referred to herein collectively as the “Parties” and individually as a “Party.”

Recitals

The Texas Legislature passed Senate Bill 1185 in 2013, which created the Harris County Jail Diversion Program, then codified at Texas Health and Safety Code Chapter 579.

Agency is the state designated Local Mental Health Authority or Community Center established to provide, arrange, for, and coordinate Mental Health and Intellectual Developmental Disabilities (“IDD”) services for the residents of the County.

The Parties previously entered into an Interlocal Agreement on March 14, 2023 wherein Agency agreed to implement the Harris County Jail Diversion Program (the “Jail Diversion Program”) to provide community-based jail diversion services to individuals identified with a mental illness or those that have a mental illness and substance abuse disorder, and who have been arrested and incarcerated for the commission of a crime. Agency worked with the County and the Texas Health and Human Services Commission (“HHSC”) to establish clear criteria for identifying a target population to be served by the Jail Diversion Program. Said Interlocal Agreement has since expired.

The County entered into an agreement with the (“HHSC”), effective September 1, 2023, for the Jail Diversion Program. While Texas Health and Safety Code Chapter 579 has since expired, the Jail Diversion Program continues under Texas Gov’t. Code § 531.09935.

The Parties now desire to continue the Jail Diversion Program through which Agency shall provide services for the Jail Diversion Program.

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. GENERAL SCOPE OF SERVICES

- A) Agency shall continue the Jail Diversion Program to provide community-based jail diversion services to individuals identified with a mental illness or those that have a mental illness and substance abuse disorder, and who have been arrested and incarcerated for the commission of a crime (the “Services”). Agency, through the Jail Diversion Program, shall work with the Department and HHSC to establish clear criteria for identifying a target population to be served by the Jail Diversion Program. The Jail Diversion Program shall be designed to:
- i. Reduce recidivism, which is defined as the frequency of arrests and incarceration of persons with mental illness in Harris County;
 - ii. Reduce the number of days spent in jail per year by Program participants; and
 - iii. Taper Program reliance on crisis services department and inpatient hospitalizations. Services will continue after Program completion.

Agency shall provide services and support as described in the Contract between HHSC and Harris County (the “HHSC Contract”) incorporated herein by reference as if set forth word for word for the Program pursuant to Texas Gov’t. Code § 531.09935 for the term beginning September 1, 2023 and ending on August 31, 2026, with the HHSC Contract term, including all extensions or renewals, not exceeding five (5) years.

Agency shall provide the Services in accordance with Attachment A (“Statement of Work”), Attachment A-1 (“Program Work Plans”), and Attachment A-2 (“Performance Measure Reporting”), attached hereto as Exhibit A and incorporated herein by reference. The Services have been mutually agreed upon; however, as details and needs are determined that require modifications, Amendments may be generated at a later date.

- B) Agency understands and agrees that all Services provided under this Agreement will be exclusively for the Jail Diversion Program. All invoices shall be limited to only Services performed pursuant to this Agreement, and Agency shall not include services performed or required to be performed under any other agreements with the County in the invoices for this Agreement.
- C) Agency shall only provide Services for clients housed in specified housing units including, but not limited to the Harris County Jail, Residential Crisis Unit, and other transitional or permanent Agency controlled housing as designated by Agency.
- D) Agency is the initial Service provider for the Jail Diversion Program. Agency will provide all employees, and as necessary, subcontractors (all known as “Personnel”) required to perform the Services contemplated herein, including eligibility, screening, and assessment.

- E) Agency and any Personnel or subcontractors performing Services under this Agreement shall hold and maintain all certifications, licenses, and qualifications necessary to perform the Services under this Agreement.
- F) Agency will deliver the Services in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services.
- G) Unless otherwise stated in this Agreement, words which have well-known technical or industry meanings are used in accordance with such recognized meaning.
- H) If applicable, Agency certifies it is registered with the Texas Secretary of State to transact business in Texas and is current on state and local fees and taxes, including but not limited to Franchise Account Status with the Texas Comptroller of Public Accounts of in good standing.
- I) Agency certifies that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt. Pursuant to Texas Local Government Code 262.0276, if, during the performance of this Agreement, Agency's taxes become delinquent or Agency becomes otherwise indebted to the County, the County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code 154.045.
- J) Agency is not in breach of any other contract, obligation or covenant that would affect Agency's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- K) Agency shall verify that each subcontractor it retains to perform Services pursuant to this Agreement is in compliance with Sections H, I, and J above. If Agency uses subcontractors, Agency shall apply the terms and conditions indicated in this Agreement to subcontract work. Agency shall at all times be responsible for the performance of its subcontractors. No term or agreement of Agency's agreement with any subcontractor shall alter the terms and conditions of this Agreement. Agency shall remain responsible for the work of its subcontractors.

2. INDEPENDENT PARTIES

- A) The Services performed by Agency under this Agreement are performed by Agency as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Agency shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Agency has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall

establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and Agency.

- B) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT AGENCY IS NOT AN INDEPENDENT CONTRACTOR, AND TO THE EXTENT PERMITTED BY LAW AND THE TEXAS CONSTITUTION AGENCY AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY COUNTY AS A RESULT OF THIS DETERMINATION.**
- C) Agency will comply with all applicable federal and state laws including but not limited to the Prompt Pay Act, in the payment of its workers.
- D) Agency is solely responsible for the payment of wages and any applicable benefits to workers for Services performed in connection with this Agreement. Agency shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas.
- E) THE COUNTY'S PAYMENT IS TO AGENCY. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO AGENCY'S WORKERS OR SUBCONTRACTORS. TO THE EXTENT PERMITTED BY LAW AND THE TEXAS CONSTITUTION, AGENCY SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.
- F) Agency's workers are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan or any other benefit plan. Agency and the workers furnished by Agency shall not be entitled to any fringe benefits or similar benefits afforded to employees of the County. The County is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Article shall survive the expiration or termination of this Agreement.
- G) The County is not responsible to Agency or Agency's workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the Texas Labor Code, as amended. **The County will not be responsible for overtime wages.**
- H) Agency shall not have the authority to enter into contracts or agreements on behalf of the County.

3. TERM

The Term (the “Term”) of this Agreement shall commence upon approval by Harris County Commissioners Court (the “Effective Date”) and shall remain in full force and effect through August 31, 2026, unless earlier terminated in accordance with the terms of this Agreement. Contingent upon HHSC renewing the underlying HHSC Contract, at the County’s option this Agreement may be renewed on the same terms and conditions as the HHSC Contract for two (2) additional one (1) year periods (each a “Renewal Term”) through August 31, 2028.

4. AGENCY’S RESPONSIBILITIES

- A) Agency understands and agrees that any Services performed under this Agreement are limited to the clients meeting eligibility requirements as detailed in Exhibit A-1.
- B) Agency Personnel will be assigned to work in the Detention Facilities as well as in various community settings. Agency shall provide Personnel as defined in this Agreement, and Agency shall maintain documentation of the work and Services performed under this Agreement in the manner and format as set forth in this Agreement. Staff adjustments based upon actual utilization may occur throughout the term of this Agreement as mutually agreed upon.
- C) Agency understands and agrees that it will be working within the County’s Detention Facilities as managed by the Harris County Sheriff’s Office (“HCSO”). Therefore, Agency shall follow the administrative policies, rules, and regulations of the HCSO and County, including but not limited to all security guidelines pertaining to the operation and administration of the Detention Facilities and guidelines for security, confidentiality, and contagious illnesses, while present at the Detention Facilities. Agency shall inform all Personnel assigned to enter the Detention Facilities that they will be working within the HCSO’s Detention Facilities and will provide all Personnel with a copy of the administrative policies, rules, and regulations of the HCSO and County. Agency shall require all Agency Personnel providing Services under this Agreement to follow the administrative policies, procedures, rules, and regulations of HCSO and County, including but not limited to all security guidelines pertaining to the operation and administration of the Detention Facilities, and guidelines for security, confidentiality, and contagious illnesses, while present at the Detention Facilities. If any Personnel fail to follow any policy, rule or regulation or such Personnel is not acting in the best interest of the Detention Facility, the Inmates, Defendants, the HCSO, the Department or the County, as determined by the Department or County or their designee, then such Personnel may be immediately removed from the Detention Facility by the Department, County, HCSO or Agency, and the affected Personnel will be prohibited by Agency from providing any further Services under this Agreement. Agency shall replace any removed Personnel with new Personnel that meet all the requirements found in this Agreement.

- D) Agency shall designate a Practice Manager ("Practice Manager") to maintain appropriate staffing levels and ensure the Services provided meet appropriate standards. The Practice Manager shall monitor requirements and expectations under this Agreement, including oversight of the budget and billings and any contractual, day-to-day issues, concerns, and performance adjustments. Under this Agreement, appropriate staffing levels require that a sufficient number of licensed and qualified Personnel including, but not limited to a sufficient number of Personnel identified as Licensed Practitioners of the Healing Arts ("LPHA"), are maintained to timely provide Services and complete and deliver the necessary reports for the clients who have been designated to receive Services.
- E) Agency shall provide necessary and appropriate psychiatric and psychological evaluations and examinations and prepare such assessments for evaluation. In making such assessments, should Agency determine or suspect that the evaluated client presents an imminent danger to self or to others or is subject to serious deterioration without immediate treatment, Agency will follow statutory guidelines for civil commitment or refer for the appropriate placement.
- F) Agency shall provide any information requested of it by the Department, including but not limited to requests from the Harris County Commissioners Court, and the County Auditor, that Department deems beneficial or that will assist Department in the monitoring and assessing Agency's performance and delivery of the Services under this Agreement. Agency will cooperate with semi-annual onsite monitoring by the Department.
- G) Agency shall submit a monthly report consisting of a financial expenditures report and data tracking spreadsheet to the Department reflecting the Services rendered under this Agreement as mutually agreed upon.
- H) Agency shall ensure that all Personnel providing Services under this Agreement are duly licensed in accordance with the licensure requirements set forth by the professional licensing authorities of the State of Texas and comply with all the standards, license, and certification requirements found herein. Agency shall maintain copies of each license and shall ensure copies of all licenses of all Personnel are received before the Personnel are assigned to perform Services under this Agreement and before access to the Detention Facility is granted.
- I) Agency and any Personnel providing Services under this Agreement shall provide the Services in a manner consistent with standards for quality patient care and the standards established by appropriate accrediting agencies. Agency and any Personnel providing Services under this Agreement shall provide Services in a manner consistent with the rules, regulations, statutes, licensing requirements and standards of appropriate accrediting or regulatory agencies and entities including but not limited to the U.S. Department of Health and Human Services ("DHHS"), the Texas Department of State Health Services ("DSHS"), all Texas, federal, and local governmental agencies or bodies that exercise authority over the operation of the Detention Facilities or over any Services provided under this Agreement, and

all rules and regulations of the County and Department. Agency and any Personnel providing Services under this Agreement shall obtain and maintain all necessary federal, state and local licenses and permits required for its provision of Services within the Detention Facilities consistent with such licensing, accreditation, and professional standards.

- J) Agency further agrees to participate, to the extent requested by the Department, in any quality assurance or peer review proceeding or committee involving any Personnel providing services under this Agreement and further, at the request of Department, to initiate its own peer review or quality assurance review regarding any incident at the Detention Facilities or any Personnel providing Services under this Agreement.
- K) Each agreement or contract entered into between Agency and any individual or entity providing Services under this Agreement shall contain a provision incorporating this Agreement by reference as relevant to the responsibilities delegated by Agency to such individual or entity. If not covered under Agency professional liability policy for Services provided under this Agreement, Agency shall ensure that any individual or entity identified as or providing any Services under this Agreement have active policies of coverage and provide Agency evidence of professional liability insurance coverage in amounts that conform to the limits provided in this Agreement, as detailed in Article 24 ("Insurance").
- L) Agency expressly agrees to inform the Department, in writing, of any pending investigation of Agency or of Personnel providing Services under this Agreement conducted by or on behalf of the Texas Medical Board or any other state board of examiners or state or federal regulatory or accrediting body.
- M) Agency expressly agrees to promptly inform the Department of any adverse professional review action that is taken by a state regulatory Agency, healthcare entity, or professional society and that is based on the professional competence or professional conduct of the Agency or staff, employees, and contracted personnel providing Services under this Agreement. Agency expressly agrees to promptly inform the Department in writing, if at any time any required license or certification held by Agency or any staff, employees, and contracted personnel providing Services under this Agreement expires, is suspended, or is revoked. Upon receiving notice of an adverse professional review action or of the expiration, suspension, or revocation of any license or certification, the Department may, at its sole option, immediately remove or instruct Agency to immediately remove any staff, employees, and contracted personnel subject to or involved with the action from the Facilities and may similarly instruct any staff, employees, and contracted personnel providing Services outside the Facilities and subject to or involved with such actions that they are immediately suspended from providing further Services under this Agreement. Any staff, employees, and contracted personnel so removed or suspended are prohibited from providing Services under this Agreement unless the Department authorizes the removed individual in writing to resume the provision of Services. If at any time a previously removed or suspended individual

is submitted by the Agency to resume providing Services or the Department requests an individual previously removed or suspended, Agency shall inform the Department, in writing, that the submitted or requested individual was previously removed or suspended.

- N) To the best of its knowledge, Agency represents and warrants the following:
 - i) Staff, employees, and contracted personnel's licenses have never been suspended or revoked in any state.
 - ii) Staff, employees, and contracted personnel have never been reprimanded, sanctioned, or disciplined by any licensing board.
 - iii) Staff, employees, and contracted personnel have never been denied membership or provider status in a medical group, IPA, health plan, HMO, PPO, or other healthcare delivery entity or system nor ever had such membership or provider status terminated or not renewed based on staff, employees, and contracted personnel's actual or alleged professional incompetence.
 - iv) For the purposes of this Article 4(N), Agency may submit staff, employees, and contracted personnel subject to any of the conditions found in (i) - (iii) above and will not be in violation of the representation and warranties of Article 4(N) above, provided that a copy of the suspension, revocation, reprimand, sanction, disciplinary documents, denial, termination or other documents related to any action listed above and an explanation of why the staff, employees, and contracted personnel should be allowed to provide Services under this Agreement is delivered to the Department in writing and the Department approves of the exception in writing.
- O) Agency understands and agrees that Agency will perform drug testing on any staff, employees, and contracted personnel providing Services under this Agreement, and that these staff, employees, and contracted personnel must pass the drug testing before providing Services, as provided in Article 18 of this Agreement. Agency understands and agrees that the requirement for administration and passage of the drug testing requirements of this Agreement apply to both new staff, employees, and contracted personnel and any existing staff, employees, and contracted personnel who are transferred to positions requiring entrance to any of the Facilities, and that the Department will not accept the results of any drug testing administered more than six (6) months prior to the date the staff, employees, and contracted personnel enter any Facility. Department requires a criminal background check of the staff, employees, and contracted personnel prior to commencement of Services under this Agreement, as detailed in Articles 17 and 18 of this Agreement. Agency agrees to fully cooperate in all requirements, and understands that if any staff, employees, and contracted personnel refuse to cooperate, those staff, employees, and contracted personnel will be unable to be placed at any Facilities or provide Services under this Agreement, and Agency

agrees to provide alternate staff, employees, and contracted personnel.

- P) Agency acknowledges and agrees that all staff, employees, and contracted personnel providing Services under this Agreement are subject to review and approval by the Department. Should any staff, employees, and contracted personnel fail to meet the expectations of the Department, the Department will recommend in writing to Agency that such person be removed or suspended, and Agency will immediately remove such person from performing Services or suspend the individual and replace that person with a person acceptable to the Department. Notwithstanding anything to the contrary, at the sole discretion of the Department, if the Department determines that any person placed by Agency under this Agreement is a threat to the health, safety, or welfare of any person, including but not limited to County's personnel, inmates, and Participants, the Department may immediately remove the person(s) without written notice.
- Q) Agency understands and agrees it is responsible for documentation of the work and Services performed under this Agreement inclusive of the financial and operational monitoring of itself.
- R) Agency will establish alignment of Agency staff resources to address functional needs.
- S) Control of Work. Agency shall have exclusive control of and the exclusive right to control the means and methods of its work performed under this Agreement and all persons performing same, and shall, except as provided herein, be solely responsible for the performance or non-performance of any portions of the work delegated to its officers, directors, employees, subcontractors, agents, consultants, or any other person or entity Agency provides to perform work under this Agreement.

AGENCY UNDERSTANDS AND AGREES THAT THE WORK MUST BE COMPLETED IN COOPERATION WITH EACH DEPARTMENT TO DISTURB THE DAILY WORK AS LITTLE AS POSSIBLE.

- T) Agreement Transition. In the event Services end by either agreement, expiration or termination, Agency shall continue Services if requested to do so by the County, until such time that a new contractor can be completely operational. Agency acknowledges its responsibility to cooperate fully with the replacement contractor and the County to ensure a smooth and timely transition to the replacement contractor. The Agency shall be reimbursed for Services during the transitional period at the rate in effect when the transitional period clause is invoked by the County. During any transition period, all other terms and conditions of the Agreement shall remain in full force and effect as originally written.

5. AGENCY'S COMPENSATION

- A) Subject at all times to Article 7 entitled Limitation of Appropriation and any required approvals from the Department as set forth in this Agreement, the

Department agrees to pay Agency for the Services as detailed in Section B below. Agency agrees to provide a “one to one” in-kind match of Five Million and No/Dollars (\$5,000,000.00) for a total award of Ten Million and No/Dollars (\$10,000,000.00) as set forth in the Budget, attached hereto as Exhibit B and incorporated herein.

- B) The County will pay the actual costs incurred by Agency in performing Services under this Agreement in accordance with Exhibit B but will only pay those costs when the Services are actually provided and documented in itemized monthly invoices.
- C) The above noted payments are intended to compensate Agency for all time and expenses. It is expressly understood that Agency is neither authorized to seek reimbursement from general funds nor is the Department obligated to pay for postage, long distance telephone calls, parking fees, lodging or other costs or expenses (similar or dissimilar).
- D) Agency shall not perform any Services until it receives a Purchase Order from the County. Any Services performed prior to the receipt of a Purchase Order shall be at the Agency’s sole expense.
- E) The Agency understands and agrees that, in accordance with the Texas Constitution, the County is prohibited from paying Agency in advance for any of the Services or deliverables.
- F) Agency warrants and certifies that the financial arrangements set forth in this Agreement comply with all applicable Texas and federal regulations, including Phases I, II, and III of the Stark Regulations (42 C.F.R. chapter IV and V), as amended, and including the Fraud and Abuse Regulations, section 1128B(b) of the Social Security Act (42 U.S.C. 1320a-7b(b)), and 42 C.F.R. Part 1001, as amended), and that the aggregate compensation is set in advance and is consistent with fair market value in arms-length transactions and is not determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the parties for which payment may be made in whole or in part under Medicare and Medicaid or a State health care program and, further, that the aggregate Services contracted for do not exceed those which are reasonably necessary to accomplish the commercially reasonable business purpose of the services. Agency certifies that the negotiation and the approved contract amount complies with all other applicable regulatory requirements and is commensurate with patient volume and staffing needs.

6. TERMS OF PAYMENT

- A) Agency shall submit to the Harris County Auditor an invoice for services rendered each month by email to: VENDORINVOICES@AUD.HCTX.NET and by mail to: Harris County Auditor, 1001 Preston 8th floor, Houston, Texas 77002. Each invoice shall be in a form acceptable to the County Auditor and shall include such

detail of the services as may be requested by the County Auditor for verification purposes.

- B) The invoices shall, at a minimum, include a description of the services, the day(s) and the time(s) that Agency performed the services, the department for which the Agency provided services, and the total amount billed for the services. After receipt of an invoice, County Auditor shall forward the invoice to the Department for review and approval with such modifications as may be deemed appropriate, and after review, the department will return the invoice, with any modifications, to the County Auditor for payment. The County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas, including but not limited to, the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. The County may exercise any and all rights to set off payment in the event of overpayment by the County and or funds owed to the County under this Agreement.

7. LIMITATION OF APPROPRIATION

- A) Agency understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Agency may become entitled to for the Services performed under this Agreement, and the total maximum sum that the County shall become liable to pay to Agency under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Five Million and No/100 Dollars (\$5,000,000.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum.
- B) Agency understands and agrees that the laws governing the letting of contracts for the County require the approval of the Harris County Auditor and their certification that funds are, or will be, available for the payment of the obligations created under the Agreement before such contracts become effective. Therefore, Agency shall not proceed with any Services until such time that it receives a Purchase Order issued by the Harris County Purchasing Agent. Any Services performed by Agency prior to its receipt of a Purchase Order are at Agency's own expense.
- C) Agency does understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Agency may become entitled to hereunder, and the total maximum sum that the County shall become liable to pay to Agency hereunder, shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified by the Purchase Order. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum. When all the funds so certified are expended, Agency's sole and exclusive remedy shall be to terminate this Agreement. If the Services and charges to be provided for will equal or exceed the amount certified available, Agency shall notify the County immediately.

- D) With regard to the renewal or extension of this Agreement, the County has not allocated any funds for any renewal or extension period beyond the current fiscal year. Therefore, if the County exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the renewal period.

8. GRANT FUNDS

- A) Agency understands and agrees that this Agreement is contingent upon the availability of third-party funds, including but not limited to grant funds awarded to the State or County by the HHSC (“Grant Funds”) for the term of the Agreement. The County shall not be liable under any circumstances or any interpretations hereof for any costs under this Agreement until the Grant Funds are certified and available for this Agreement by the County Auditor as evidenced by the issuance of a purchase order by the Harris County Purchasing Agent. It shall be the obligation of Agency to assure itself that sufficient funds have been allocated to pay for the Services to be provided. Should Agency receive any Grant Funds from the County that are determined to be not subject to payment with Grant Funds, Agency shall refund to the County any and all such amounts that have been paid by the County. Agency understands and agrees that the payment obligations created by this Agreement are conditioned upon the availability of third-party funds and appropriated for the payment of such obligations under the Grant Funds. Agency also understands and agrees that this Agreement is contingent upon Agency’s eligibility to receive funds under state law, including without limitation all applicable state statutes and regulations, and Agency represents that it is eligible to receive funds under all applicable state statutes and regulations.
- B) In the event these Grant Funds are discontinued or reduced during the Agreement term, the County shall not be liable for payment of any funds above the actual Grant Funds allocated and received by the County. In the event the Grant Funds are reduced, and the Parties are unable to renegotiate the Agreement upon mutually acceptable terms, the Agency’s sole and exclusive remedy shall be to terminate this Agreement. The County’s obligation to make any payments under the Agreement using Grant Funds is limited to the amount of Grant Funds actually received and is subject to all applicable state law. Agency agrees that, in the event that Grant Funds are discontinued or reduced, Agency will not be entitled to any damages or remedies of any kind, including without limitation damages for work performed, liquidated or incidental damages, late fees, penalties, or finance charges. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Agreement. Agency shall provide the products, Services and Deliverables during the term of the Agreement.
- C) Agency understands and agrees that the Grant Funds awarded to the County are in part a source of funding under this Agreement. In order to be eligible for payments under the Grant, Agency agrees to comply with all of the applicable terms and requirements mandated under state law. To the extent the reimbursement is submitted by Agency for an ineligible cost, Agency further agrees to reimburse the County, within thirty (30) days after written notice with reason(s) (if any) for the

denial provided by the Federal granting agency, for any Grant Funds received from the County under the Agreement for which the County is denied reimbursement under the Grant or which are otherwise determined to be ineligible for reimbursement under the Grant.

- D) Agency understands and agrees that it shall not proceed with any Services until it receives written authorization from the County to begin. If at any time during the course of the Agreement, Agency knows that the funds available will not cover the cost of the Services, Agency shall notify the County promptly.
- E) Subject at all times to the availability of Grant Funds and the County's right to withhold payment of any unallowable charges as determined by state law, the County shall pay each undisputed invoice in accordance with Texas state law.

9. TEXAS PUBLIC INFORMATION ACT

- A) The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 et seq., as amended (the "Act"). Agency expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of Agency.
- B) It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any materials or information furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to Agency for the disclosure to the public, or to any person or persons, of any materials or information, or a part thereof, furnished to the County in reliance on any advice, decision or opinion of the Attorney General.
- C) In the event the County receives a written request for information pursuant to the Act that affects Agency's rights, title to, or interest in any materials information or a part thereof, furnished to the County by Agency under this Agreement, then the County will notify Agency of such request. Agency may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Agency is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Agency is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.
- D) Electronic Mail Addresses. Agency affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or

department of the County. This consent is intended to comply with the requirements of the Act and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Agency and agents acting on behalf of Agency and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

10. TERMINATION

- A) Either Party may terminate this Agreement without cause, prior to expiration of the Term set forth above, upon thirty (30) days written notice to the other Party. Such notice must specify the effective date of termination.
- B) Upon receipt of termination notice, Agency shall discontinue all Services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- C) Within thirty (30) days after receipt of notice of termination, Agency agrees to submit an invoice showing in detail the Services performed under this Agreement up to and including the date of termination.
- D) The County agrees to pay Agency that proportion of the prescribed charges for the Services actually performed and deliverables actually received under this Agreement bear to the total Services or deliverables called for under this Agreement, less such payments on account of charges as have previously been made.
- E) *Force Majeure*. In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected Party (referred to as a “*Force Majeure* Event”), the Party who has been so affected immediately agrees to give notice to the other Party and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the *Force Majeure* Event, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.
- F) Copies of any and all completed or partially completed data, information, reports, programs, designs, digital files, and all other electronic or hardcopy documents or documentation developed, created or invented under this Agreement (the “Documents”) shall be delivered to the County when this Agreement is terminated or completed.
- G) Subject at all times to all record keeping and other obligations set forth herein, within thirty (30) days following written request following such termination, each Party will return or destroy all confidential information marked as such of the other Party in its possession and will not make or retain any copies of such confidential information except as provided for under this Agreement or as required to comply

with any applicable legal or accounting record keeping requirements.

11. DISAGREEMENTS

Any disagreements between the Parties will be brought to the attention of the representative of Department and the representative of Agency for resolution.

12. NOTICE

- A) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or Agency at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses, with a courtesy copy provided to the other Party by email at address(es) provided below:

To Agency:

The Harris Center for Mental Health and IDD
Wayne Young, MBA, LPC, FACHE
9401 Southwest Freeway
Houston, Texas 77074
Attn: Wayne Young
Email: Wayne.Young@TheHarrisCenter.org

With a copy to:

The Harris Center for Mental Health and IDD
Associate General Counsel of Contracts
9401 Southwest Freeway
Houston, Texas 77074
Email: Contract.Services@TheHarrisCenter.org

To County:

Office of County Administration
1001 Preston Street
Houston, Texas 77002
Attn: Traci Donatto
Email: cjohsgpgrants@harriscountytexas.gov

Copy To:

Harris County Purchasing Agent
1111 Fannin St, 12th Floor
Houston, Texas 77002
Attn: Dat Trinh
Email: Dat.Trinh@pur.hctx.net

Either Party may designate a different address by giving the other Party ten (10) days written notice.

13. INDEMNIFICATION

TO THE EXTENT PERMITTED BY LAW AND THE TEXAS CONSTITUTION, COUNTY/DEPARTMENT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS AGENCY AND ALL OF ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ALL SUITS, ACTIONS, CLAIMS OR COST OF ANY CHARACTER, TYPE OR DESCRIPTION BROUGHT OR MADE ON ACCOUNT OF ANY INJURIES, DEATH OR DAMAGE RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO CLIENTS, ARISING OUT OF OR OCCASIONED BY ANY ACTS OR NEGLIGENCE OF COUNTY/DEPARTMENT OR COUNTY'S PERSONNEL, IF ANY, OR ITS AGENTS OR EMPLOYEES WHETHER OCCURRING DURING THE PERFORMANCE OF THE SERVICES HEREUNDER OR IN THE EXECUTION OF THE PERFORMANCE OF ANY OF ITS DUTIES PURSUANT TO THIS AGREEMENT.

TO THE EXTENT PERMITTED BY LAW AND THE TEXAS CONSTITUTION, AGENCY HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY/DEPARTMENT AND ALL OF ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ALL SUITS, ACTIONS, CLAIMS OR COST OF ANY CHARACTER, TYPE OR DESCRIPTION BROUGHT OR MADE ON ACCOUNT OF ANY INJURIES, DEATH OR DAMAGE RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO CLIENTS, ARISING OUT OF OR OCCASIONED BY ANY ACTS OR NEGLIGENCE OF AGENCY OR AGENCY'S PERSONNEL, IF ANY, OR ITS AGENTS OR EMPLOYEES WHETHER OCCURRING DURING THE PERFORMANCE OF THE SERVICES HEREUNDER OR IN THE EXECUTION OF THE PERFORMANCE OF ANY OF ITS DUTIES PURSUANT TO THIS AGREEMENT.

IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED DUE TO ANY ACT, ERROR, OR OMISSION COMMITTED BY EITHER PARTY OR ANOTHER ENTITY OVER WHICH THE OTHER PARTY EXERCISES CONTROL, THE OTHER PARTY SHALL MAKE EVERY EFFORT, INCLUDING BUT NOT LIMITED TO SECURING A SATISFACTORY BOND, TO OBTAIN THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION.

BOTH PARTIES RESERVE THE RIGHT, AT THEIR OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF THEIR OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.

14. COMPLIANCE AND STANDARDS

- A) Agency represents and warrants that Agency and any staff, employees, and contracted personnel providing Services under this Agreement are capable and willing to provide the Services called for in the Agreement and agree to render the Services in accordance with the generally accepted standards applicable to the Services. Agency and any staff, employees, and contracted personnel providing Services under this Agreement shall use that degree of care and skill required by the applicable profession to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services and Agency and any staff, employee, or contracted personnel's performance to be rendered hereunder. Agency represents that Agency and any staff, employee, or contracted personnel providing Services under this Agreement are fully qualified to perform the Services and provide the Deliverables described in this Agreement.
- B) Agency and any staff, employees, and contracted Personnel providing Services under this Agreement shall obtain, at their own expense, all applicable permits, certificates, and licenses as may be required in the performance of the Services.
- C) The Parties agrees to keep confidential the contents of all confidential discussions among the Parties. Except where disclosure is required by the Texas Public Information Act, the Parties agrees to keep confidential the contents of all confidential records disclosed by the disclosing Party and other information identified by the disclosing Party as confidential or deemed confidential by applicable federal, state, or local law and obtained during Agency's performance of Services under this Agreement. Except for subcontractors, supplier and vendor who have a need to know in order to perform their respective scope of work in support of this Agreement and are subjected to similar confidentiality obligations set forth herein, the Parties shall not release any confidential information unless the disclosing Party, in writing, authorizes such release of specific, confidential information to any third parties.
- D) The Parties shall not access any information they are not authorized to receive, whether such authorization comes through this Agreement or otherwise. Agency shall not copy, recreate, or use any proprietary information or proprietary documents obtained from the County in connection with this Agreement other than for the performance of this Agreement.
- E) Agency shall not divulge or otherwise make use of the trade secrets or confidential information, procedures, or policies of any former employer, client, or customer in the performance of this Agreement. Neither shall Agency copy, recreate, or use any proprietary information of any third party in the performance of Services under this Agreement except to the extent authorized by such third parties.
- F) Agency is not in breach of any other contract, obligation or covenant that would affect Agency's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.

- G) Conflict of Interest: Agency does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, no company or person, other than a bona fide employee, has been employed to solicit or secure this Agreement with the County, and Agency has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.
- H) Lobbying: Agency shall not use County funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. Pursuant to 31 U.S.C. § 1352 (2003), if at any time during the Agreement term funding to Agency exceeds \$100,000.00, Agency shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."
- I) NO FEDERAL EXCLUSION
- i) Agency warrants that neither Agency nor any of its employees is an "Ineligible Person." An "Ineligible Person" is an individual or entity who:
 - a) is currently excluded, debarred, suspended, or otherwise ineligible to participate in any federal and/or state grant, health care program, or in federal and/or state procurement or nonprocurement programs. This includes but is not limited to persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List; or,
 - b) has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a-7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.
 - ii) Agency agrees to promptly report to the County if Agency becomes an "Ineligible Person" during the term of this Agreement, or to cease assigning any employee to provide Services if the employee becomes an "Ineligible Person" during the term of this Agreement.
 - iii) Agency warrants and represents that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of

Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Agency must immediately notify the County of any such exclusion or suspension. Agency warrants and represents that it is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with the County. Agency warrants and represents that no person who has an ownership or controlling interest in Agency's business or who is an agent or managing employee of Agency has been convicted of a criminal offense related to involvement in any federal program.

- J) County and its designee shall have the right to conduct examinations, studies and audits of the services, payments, and efficiencies provided under this Agreement and County may make such examinations, studies, and audits at any time whether before or after payment. Agency shall cooperate with such examinations, studies, and audits and provide County with such books, contracts, spreadsheets, and correspondence, including all of Agency's backup and support data for billings, and Agency shall provide access to such records, data, documents and personnel as are requested by County or the County Auditor (the "Records"). All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit. This section shall survive termination of this Agreement.
- K) Whistleblower Protection Act. Agency understands and agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239). Agency shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712. Agency shall insert the substance of this clause ("Whistleblower Protection Act") in all subcontracts providing services under this Agreement.
- L) Interested Parties. Prior to execution of the Agreement, Agency shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties." The information on the form shall be complete and accurate.
- M) Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Agency certifies that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Agency does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

- N) Anti-Boycott. In accordance with Tex. Gov't Code Ann. § 2270.002, Agency does not boycott Israel and agrees that it will not boycott Israel during the term of this Agreement.
- O) Fraud, Waste, and Abuse. Reporting. Agency shall promptly report to the County through the County's Fraud, Waste, or Abuse Hotline and also notify the County in accordance with all the Notice provisions contained in this Agreement of all suspected or known instances and facts concerning fraud, waste, abuse, or criminal activity under this Agreement. The County's Fraud, Waste, or Abuse Hotline can be accessed by phone at 866-556-8181 or online at <https://secure.ethicspoint.com/domain/media/en/gui/68174/index.html>.
- P) Energy Company. In accordance with Tex. Gov't Code Ann. § 2276.002, unless Agency meets an exemption under subsection (c), then, as required by subsection (b), Agency's signature on this Agreement constitutes Agency's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the Agreement.
- Q) Firearm and Ammunition Industries. In accordance with Tex. Gov't Code Ann. § 2274.002, unless Agency meets an exemption under subsection (c) or section 2274.003, then, as required by subsection (b) of section 2274.002, Agency's signature on this Agreement constitutes Agency's written verification that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement.

15. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA")**

The purposes of this Article is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and Tex. Health & Safety Code Ann. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended (collectively referred to herein as the "Privacy and Security Requirements").

- A) Definitions.
 - i) **Business Associate**. Agency is a "Business Associate" of the County as that term is defined under the Privacy and Security Requirements.

- ii) Confidential Information is information that has been deemed or designated confidential by law, including, but not limited to PHI and EPHI as defined below.
- iii) Protected Health Information (“PHI”) is defined in 45 C.F.R. § 164.501 and is limited to information created or received by the Agency from or on behalf of the County.
- iv) Electronic Protected Health Information (“EPHI”) shall mean individually identifiable health information that is transmitted by or maintained in electronic media.
- v) Security Incident shall mean the unauthorized access, use, disclosure, modification, or destruction of Confidential Information, including, but not limited to, PHI and EPHI, or interference with the systems operations in an information system, including, but not limited to, information systems containing EPHI. This definition includes, but is not limited to, lost or stolen transportable media devices including, but not limited to flash drives, CDs, PDAs, cell phones, or cameras, desktop and laptop computers, photographs, and paper files containing Confidential Information.

B) General.

- i) Agency agrees to hold all PHI and EPHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV’T CODE ANN. §§ 552.001 *et seq.*, as amended.
- ii) Agency agrees to be bound by and comply with all applicable Federal and State of Texas licensing authorities’ laws, rules, and regulations regarding records and governmental records, including the Privacy and Security Requirements. Compliance with this paragraph is at the Agency’s own expense.
- iii) Agency agrees to cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other process, including investigations, required as a result of the Agency’s services to the County. Compliance with this paragraph is at the Agency’s own expense.
- iv) The terms used in this Article shall have the same meaning as those terms in the Privacy and Security Requirements.

C) Representation. Agency represents that it is familiar with and is in compliance with the Privacy and Security Requirements, which include Federal and State of Texas

requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.

D) Specific.

- i) Nondisclosure of PHI. Agency agrees not to use or disclose PHI received from or on behalf of the County or created, compiled, or used by Agency pursuant to the Agreement other than as permitted or required by this Article, or as otherwise required by law.
- ii) Limitation on Further Use or Disclosure. Agency agrees not to further use or disclose PHI or EPHI received from or on behalf of the County or created, compiled, or used by the Agency pursuant to this Agreement in a manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by the County, or if either the Agency or the County is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.
- iii) Safeguarding PHI. Agency agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Article or as required by State or Federal law, regulation, or rule.
- iv) Reporting Unauthorized Disclosures. Agency agrees to report to County any use or disclosure of PHI that is not authorized by this Agreement immediately upon becoming aware of such unauthorized use or disclosure.
- v) Safeguarding EPHI. Agency agrees to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the County. These safeguards shall include the following:
 - a. Encryption of EPHI that the Agency stores and transmits;
 - b. Implementation of strong access controls, including physical locks, firewalls, and strong passwords;
 - c. Use of updated antivirus software;
 - d. Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and
 - e. Conduct of periodic security training.
- vi) Reporting Security Incidents. Agency agrees to report to the County any Security Incident immediately upon becoming aware of such. The Agency further agrees to provide the County with the following information regarding the Security Incident as soon as possible, but no more than five (5) business days after becoming aware of the Security Incident:

- a. a brief description of what happened, including the dates the Security Incident occurred and was discovered;
 - b. a reproduction of the PHI or EPHI involved in the Security Incident; and
 - c. a description of whether and how the PHI or EPHI involved in the Security Incident was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal.
- vii) EPHI and Subcontractors. Agency shall require any agent to whom it provides PHI or EPHI, including a subcontractor, to agree to implement reasonable and appropriate safeguards to protect such.
- viii) Subcontractor and Agents. Agency shall require any subcontractor or agent to whom Agency provides PHI or EPHI received from or on behalf of the County or created, compiled, or used by Agency pursuant to this Agreement, to agree to the same restrictions and conditions that apply to the Agency with respect to such PHI and EPHI.
- ix) Reciprocal Disclosures. The Parties agree that the Parties may reciprocally disclose and use PHI or EPHI for initial and continuing eligibility and compliance determinations related to the provision of benefits, for auditing and legal compliance purposes, and for compliance with laws, regulations, and rules related to the provision of medical or drug benefits to persons who may be eligible for such benefits under the Medicare Prescription Drug Benefit Program, Part D, or other federal or State of Texas programs.
- x) Mitigation. Agency agrees to mitigate, to the extent practicable, any harmful effect that is known to the Agency of a use or disclosure of PHI or EPHI by the Agency, or by a subcontractor or agent of Agency, resulting from a violation of this Article, including violations of the Privacy and Security Requirements stated herein. The Agency also agrees to inform the County in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.
- xi) Notice – Access by Individual. Agency agrees to notify the County in writing within three (3) business days of any request by an individual for access to the individual's PHI or EPHI and, upon receipt of such request, direct the individual to contact the County to obtain access to the individual's PHI. Upon request by the County, Agency agrees to make available PHI and EPHI to the County or, as directed by the County, to an individual in accordance with 45 C.F.R. § 164.524.
- xii) Notice – Request for Amendment. Agency agrees to notify the County in writing within three (3) business days of any request by an individual for an amendment to the individual's PHI or EPHI and, upon receipt of such

request from the individual, direct the individual to the County to request an amendment of the individual's PHI or EPHI. Agency agrees to make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to or directed by the County in accordance with 45 C.F.R. § 164.526.

- xiii) Notice – Request for Accounting. Upon receipt of any request from an individual for an accounting of disclosures made of the individual's PHI or EPHI, Agency agrees to notify the County in writing within three (3) business days of any such request, and upon receipt of such request from the individual, direct the individual to the County for an accounting of the disclosures of the individual's PHI or EPHI. Agency agrees to make available upon request the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pursuant to 45 C.F.R. § 164.528(a), an individual has a right to receive an accounting of certain disclosures of PHI or EPHI in the six (6) years prior to the date on which the accounting is requested.
- xiv) HHS Inspection. Upon written request, Agency agrees to make available to HHS or its designee, the Agency's internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from, or created or received on behalf of, the County, in a time or manner designated by HHS for purposes of HHS determining the County's compliance with the Privacy and Security Requirements.
- xv) County Inspection. Upon written request, Agency agrees to make available to the County or its duly authorized representatives during normal business hours the Agency's internal practices, books, records and documents relating to the use and disclosure of Confidential Information, received from, or created or received on behalf of, the County in a time and manner designated by the County for the purposes of the County determining compliance with the Privacy and Security Requirements. Agency agrees to allow such access until the expiration of six (6) years after the services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later. Agency agrees to provide for and allow similar access to books, records, and documents related to contracts between the Agency and organizations related to or subcontracted by the Agency to whom Agency provides Confidential Information received from, or created or received on behalf of, the County.
- xvi) PHI or EPHI Amendment. Agency agrees to incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by the County pursuant to this Agreement when notified by the County that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the Privacy and Security Requirements.

- xvii) Documentation of Disclosures. Agency agrees to document disclosure of PHI or EPHI and information related to such disclosures as is necessary for the County to respond to a request by an individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. § 164.528, as amended.
 - xviii) Termination Procedures. Upon termination of this Agreement for any reason, Agency agrees to deliver all PHI or EPHI received from the County or created, compiled, or used by Agency pursuant to this Agreement within thirty (30) days from the date of termination, or, if specially requested to do so by the County in writing, to destroy all PHI or EPHI within the time frame determined by the County, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when Agency maintains PHI or EPHI from the County in any form. If the Agency determines that transferring or destroying the PHI or EPHI is infeasible, Agency agrees:
 - a. to notify the County of the conditions that make transfer or destruction infeasible;
 - b. to extend the protections of this Article to such PHI or EPHI; and
 - c. to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return, or transfer to the County, or destruction infeasible.
 - xix) Notice-Termination. Upon written notice to the Agency, the County may terminate any portion of the Agreement under which Agency maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to the Agency, the County may terminate the entire Agreement if the County determines, at its sole discretion, that the Agency has repeatedly violated a Privacy or Security Requirement.
- E) Survival of Privacy Provisions. The Agency's obligations with regard to PHI and EPHI shall survive termination of this Agreement.
- F) Amendment Related to Privacy and Security Requirements. The Parties agree to take such action as is necessary to amend this Agreement if the County, in its reasonable discretion, determines that amendment is necessary for the County to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this Article shall be resolved to permit the County to comply with the Privacy and Security Requirements.
- G) INDEMNIFICATION. AGENCY AGREES TO INDEMNIFY AND HOLD HARMLESS, TO THE EXTENT ALLOWED BY LAW, THE COUNTY AND ITS OFFICERS, EMPLOYEES, AND AGENTS (INDIVIDUALLY**

AND COLLECTIVELY “INDEMNITEES”) AGAINST ANY AND ALL LOSSES, LIABILITIES, JUDGMENTS, PENALTIES, AWARDS, AND COSTS (INCLUDING COSTS OF INVESTIGATIONS, LEGAL FEES, AND EXPENSES) ARISING OUT OF OR RELATED TO:

I. A BREACH OF THIS AGREEMENT RELATING TO THE PRIVACY AND SECURITY REQUIREMENTS BY AGENCY; OR

II. ANY NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS OF AGENCY OR ITS EMPLOYEES, DIRECTORS, OFFICERS, SUBCONTRACTORS, OR AGENTS, RELATING TO THE PRIVACY AND SECURITY REQUIREMENTS, INCLUDING FAILURE TO PERFORM THEIR OBLIGATIONS UNDER THE PRIVACY AND SECURITY REQUIREMENTS.

H) Agency shall ensure that any agent to whom it provides PHI or EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect PHI or EPHI. Further, the Agency agrees to give County at least sixty (60) days advance notice of its intent to provide PHI or EPHI to an agent located outside of the United States.

I) This Article survives the termination of the Agreement and expires six (6) years after its termination.

16. RELEASE OF MEDICAL RECORDS

In the event Agency is requested to release medical records to any 3rd Party entity, HCSO authorizes such release through this Agreement as stated hereunder. Where Agency is responsible for obtaining and subsequently releasing mental health, medical and/or substance abuse records that are controlled, owned and/or in the possession of Department to Third Party Providers, Community Mental Health Hospitals and/or State Hospitals, all records shall be released in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Security and Privacy Rule (45 C.F.R. Parts 160 and 164), HITECH ACT, Public Law 111-005, Texas Health and Safety Code Chapters 181, 611 and 614, and Substance Abuse Confidentiality Regulations 42 C.F.R. Part 2 which all govern the release of PHI. Agency shall be solely responsible for obtaining fully complete and signed consent forms utilizing HCSO consent forms. HCSO, as owner of the mental health, medical and/or substance abuse records, shall be responsible for uploading all completed and signed, consent forms into the electronic health record. Both Parties shall ensure the consent forms and/or court order is on file prior to the release of any records to Third Party Providers, Community Mental Health Hospitals and/or State Hospitals.

17. CRIMINAL BACKGROUND CHECKS

A) Agency and any staff, employees, and contracted personnel providing Services under this Agreement agree to have each individual assigned to perform work under this Agreement to complete the first two (2) pages of HCSO's "Housing

Access Form” attached hereto as Exhibit D and incorporated herein by reference (if applicable). A copy of each individual’s social security card and drivers’ license must be included with the completed form. As soon as possible, Agency shall forward all completed Housing Access Forms to HCSO to allow time for HCSO to clear requests for processing.

- B) Agency and any staff, employees, and contracted personnel providing Services under this Agreement agree to have each individual assigned to perform work under this Agreement to complete HCSO’s “Prison Rape Elimination Act of 2003 Agency and Volunteer Acknowledgement Form” attached hereto as Exhibit E and incorporated herein by reference (if applicable). As soon as possible, Agency shall forward all completed Prison Rape Elimination Act of 2003 Agency and Volunteer Acknowledgement Forms to HCSO to allow time for HCSO to clear requests for processing.
- C) Each day that access to any secured premises of HCSO is required, Agency and any staff, employees, and contracted personnel providing Services under this Agreement will need to check in with the HCSO’s security and either:
 - i) leave their drivers’ licenses, and receive a temporary visitors’ pass; or
 - ii) present a contractor badge created by HCSO to allow daily access to the Facilities for a limited period of consecutive days.
- D) Compliance with these requirements will ensure immediate access to secured premises and facilities of HCSO, including, but not limited to, the Facilities; provided that the County, or HCSO do not alter these requirements and procedures. In the event the requirements and procedures for gaining access to the secured premises and facilities of HCSO are altered, HCSO, will provide Agency with the altered requirements and procedures.

18. DRUG TESTING

At a minimum, Agency agrees to require any staff, employees, or contracted personnel performing Services under this Agreement and subcontractors and their employees to submit to alcohol and drug screening. The drug screen, with confirmatory testing in the event of a positive screen, shall consist of the following:

- A) The initial drug screening is an enzyme immunoassay technique (EMIT) test to detect the following prohibited drug group levels:

<u>Substances</u>	<u>EMIT Cut-Off Level</u>
1. Marijuana metabolites	50 ng/mL
2. Cocaine metabolites	300 ng/mL
3. Phencyclidine (PCP)	25 ng/mL
4. Amphetamines 1000	1000 ng/mL

5. Opiate metabolites	2000mL
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- B) All specimens identified as positive on the initial test are confirmed using gas chromatography/mass spectrometry (GC/MS) techniques. The confirmation test conducted is given to detect the following prohibited drug group levels:

<u>Substances</u>	<u>GC/MS Cut-Off Level</u>
1. Marijuana metabolites	15 ng/mL
2. Cocaine metabolites	150 ng/mL
3. Phencyclidine (PCP)	25 ng/mL
4. Amphetamines	
Amphetamines	500 ng/mL
Methamphetamine	500 ng/mL
(Specimen must also contain amphetamine at a concentration of > 200 ng/mL)	
5. Opiate metabolites	
Codeine	2000 ng/mL
Morphine	2000 ng/mL
6-acetylmorphine	10 ng/mL
(6-AM is only tested when morphine concentration exceeds 2000 ng/mL)	

- C) If the confirmation test is a level greater than the GC/MS Cut-off Level above, Agency agrees not to assign the person to perform any Services under this Agreement.
- D) Agency warrants and represents that Agency will perform drug testing on any staff, employees, or contracted personnel providing Services under this Agreement, and that these staff, employees, or contracted personnel must pass the drug testing before performing Services as provided in this Agreement. Agency understands and agrees that the requirement for administration and passage of the drug testing requirements of this Agreement apply to both new staff, employees, or contracted personnel and any existing staff, employees, or contracted personnel who are transferred to positions performing Services under this Agreement and that the County will not accept the results of any drug testing administered more than six (6) months prior to the date the staff, employees, or contracted personnel enter any Facility.
- E) Agency understands and agrees that following any injury, accident or worker's compensation claim involving any Pers staff, employees, or contracted personnel performing Services under this Agreement, Agency shall perform drug testing using the procedures outlined in this Agreement.

19. PUBLIC CONTACT

Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County. Under no circumstances shall Agency release any material or information developed in the performance of its Services without the express written permission of the County.

20. APPLICABLE LAW AND VENUE

- A) The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement or of applicable conditions of participation in Medicaid or Medicare program(s).
- B) This Agreement is governed by the laws of the State of Texas, unless federal law controls as to the issue.
- C) The forum for any action under or related to the Agreement is exclusively in a state or federal court (if the latter has or can acquire subject matter jurisdiction) located in Harris County, Texas. Each party irrevocably submits to personal jurisdiction in the state or federal courts of Harris County, Texas.
- D) The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas, and each party waives any objection based on improper venue or forum non conveniens.

21. TAXES AND CHARGES

- A) The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Agency upon request.
- B) The County is neither liable for any personal property taxes, charges, or fees assessed against Agency nor obligated to reimburse Agency for any taxes, charges, or fees assessed against Agency for the supplies provided or any Services rendered.
- C) The Harris Center is an Agency the State and a Community Center and claims exemption from sales and use taxes under TEX. TAX CODE ANN. §151.309, as amended. The Harris Center agrees to provide exemption certificates to the County upon request. The Harris Center is neither liable for any personal property taxes, charges, or fees assessed against the County nor obligated to reimburse County for any taxes, charges, or fees assessed against County for the supplies provided or any services rendered.

22. PROHIBITION ON LIENS

In accordance with Texas Property Code § 43.002, Agency, or its contractors or agents,

will not create or place, or permit to be created or placed, a lien or any other encumbrance on County property. If any such lien or encumbrance is placed on County property, Agency shall pursue any lawful effort, including but limited to seeking relief in a court of competent jurisdiction, to remove the lien or encumbrance from the property.

23. NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

- A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
- B) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- D) Both Agency and County do not agree to binding arbitration, nor does the County and Agency waive its right to a jury trial.

24. INSURANCE REQUIREMENTS

- A) The Agency shall, at all times during the term of this Agreement, maintain insurance coverage with not less than the type and requirements in this Article. Such insurance is to be provided at the sole cost of the Agency. These requirements do not establish limits of the Agency's liability.
 - i) All policies of insurance identified herein shall waive all rights of subrogation against the County, its officers, employees, and agents.
 - ii) Upon request, certificate(s) of insurance shall be furnished to the County.
 - iii) The County reserves the right to require additional insurance as it deems it necessary.
- B) Agency shall maintain at a minimum:
 - i) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse and explosions, blowout, cratering and underground damage.

One Million Dollars (\$1,000,000.00) each occurrence Limit Bodily Injury; Products-Completed/Operations Limit One Million Dollars (\$1,000,000.00); One Million Dollars Personal and Advertising Injury Limit (\$1,000,000.00); General Aggregate Two Million Dollars (\$2,000,000.00) per project; Umbrella/Excess Liability One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.

The County shall be named as an “additional insured” on the commercial general liability policy and any separate policies, where applicable, covering the requirements of this Article.

Professional/Errors and Omissions Liability, One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.

- ii) Workers’ Compensation Employer’s Liability, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the JBCR Program, and in accordance with Texas state law.
- iii) Automobile Liability Coverage: Combined single limit of One Million Dollars (\$1,000,000.00) Combined Liability Limits for Bodily Injury and Property Damage Combined. The County shall be named as an “additional insured” on the automobile policy.
- iv) Proof of insurance with proof of waiver of subrogation and County designated as an “additional insured” must be returned attached to the signed Agreement as Exhibit C, which is attached hereto and incorporated herein by reference.

25. OWNERSHIP OF DOCUMENTS; COPYRIGHT

- A) Ownership, right, title, and interest in inventions created under this Agreement shall be owned by Agency; provided, however, that the County shall retain a perpetual, worldwide, non-exclusive, transferable, sub-licensable, royalty-free, irrevocable license to such inventions. The County shall have all copyright and title in and to the Documents and all copies made from them. To the extent any Document is not deemed a “work made for hire” for the County by operation of law, Agency hereby irrevocably assigns, transfers, and conveys, and shall cause its employees, contractors, and agents to assign, transfer, and convey to the County and without further consideration, the copyright to said Document. Agency shall be granted a non-exclusive license to the Documents.
- B) Agency represents that it has the right to assign and hereby assigns to the County title and copyright ownership in any completed or partially completed Document. For purposes of this IP ownership, Documents exclude works of authorship delivered to the County, but not created, under this Agreement or Exhibit A

(Existing Works), and any modifications or enhancements of such Existing Works made under this Agreement or Exhibit A. Some Existing Works are subject to a separate license agreement (Existing Licensed Works). Agency grants the County an irrevocable (subject to County's payment obligations), nonexclusive, worldwide license to use, execute, reproduce, display, perform, create derivatives of, and create modifications of any Existing Works and Documents that are not Existing Licensed Works. Agency retains an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of Deliverables.

- C) All Agency provided Software license(s) required to meet the requirements of this Agreement shall be purchased for, licensed in the name of, and delivered to the County. All third-party software provided by Agency shall be non-proprietary to the County.
- D) In accordance with the timing as set forth in the project workplan (or as mutually agreed to), but in no event later than thirty (30) days from completion of the Documents, Agency agrees to deliver to the County, copies, in a form acceptable to the County, of any and all such Documents. Agency may retain one set of reproducible copies of all Documents for the sole use of performing Services for the County.
- E) Upon the cessation of Services for any reason, including but not limited to instruction to cease performance, termination, depletion of funds, completion of Services, or expiration of the Agreement, Agency shall promptly deliver to the Director of the Department all Documents, completed or in progress, that are/were prepared or obtained in performing the Services.
- F) Copyright. Any work performed or materials supplied by Agency do not infringe upon any copyright, trademark, or service mark, nor are they misappropriating any proprietary information.

26. RESEARCH PAPERS, MEDICAL RELEASES, AND PROFESSIONAL PUBLICATIONS

Agency shall provide a minimum of fourteen (14) days in advance written notice, to the Department of any research papers, professional monographs, or related documents that incorporate clinical, demographic, or situational data prepared for public or professional presentation or publication that were collected as a result of or in relation to participation in or performance of this Agreement or that were collected in treating persons pursuant to or in relation to this Agreement, or that includes the use of any data provided by the County, Department, or HCSO. All research conducted by Agency staff must be reviewed and approved by Agency's Institutional Research Board Committee for the Protection of Human Subjects ("IRB"). Agency will receive prior written approval by the Department before submitting research requests to its IRB. Such research papers, professional monographs, and related documents shall include disclaimers by Agency that the observations and conclusions based on patient data collected during the performance of

this Agreement represent the views of the authors or Agency and are not representative of the official policies of the County, Department, or HCSO. Agency shall notify the County, Department at least one calendar week in advance of any interview with the news media, any news conference, or other public presentation including presentations that report information related to Services provided under this Agreement to legislative committees, professional seminars, and other meetings. Agency shall provide the County, Department, and HCSO with any news releases or other documents to be provided to the news media. The exchange of ideas that may lead to improved outcomes is encouraged; however, statements of fact are to be reviewed by the County and Department. Nothing in this provision shall constrain or delay Agency from reporting to the appropriate authorities those legally required instances of abuse or neglect as required by law.

27. AUDIT RIGHTS

- A) Audit Rights. The Agency shall cooperate to the fullest extent with any and all federal, state, local, or County audits related to this Agreement. The Agency's cooperation shall include, but not be limited to access to the Records, in whatever form, that are applicable to this Agreement and requested by any federal, state, local, or County entity that has rights or jurisdiction over any part of this Agreement or the funds applicable to this Agreement.
- B) Record Retention. The Agency agrees to retain within the boundaries of Harris County, for six (6) years after the expiration of this Agreement, all Records. The Agency will retain and make available, and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the Records.

28. WAIVER OF BREACH

Waiver by either Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.

29. SEVERABILITY

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

30. SURVIVAL OF TERMS

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provisions, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

31. CONTRACT CONSTRUCTION

- A) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- B) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- C) When terms are used in the singular or plural, the meaning shall apply to both.
- D) When either the male or female gender is used, the meaning shall apply to both.

32. SUCCESSORS, ASSIGNS, AND SUBCONTRACTING

- A) The County and Agency bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement.
- B) Neither the County nor Agency shall assign, sublet, or transfer its or his interest in this Agreement without written consent of the other.
- C) Agency may not enter into any subcontract in connection with this Agreement without the express written consent of the County.

33. NO THIRD-PARTY BENEFICIARIES

- A) The County is not obligated or liable to any party other than Agency for the performance of this Agreement.
- B) Except as to audit rights, nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party.
- C) Except as to audit rights, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of the County with respect to any third party.

34. EFFECTIVE DATE

The Effective Date of this Agreement will be the date the Agreement is approved by the Commissioners Court of Harris County.

35. ENTIRE AGREEMENT; MODIFICATIONS

- A) This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.
- B) Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both

Parties.

36. EXECUTION, MULTIPLE COUNTERPARTS

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

THE HARRIS CENTER FOR MENTAL
HEALTH AND IDD

HARRIS COUNTY

DocuSigned by:
By: Wayne Young
5CDF2A7E52A04EA...
WAYNE YOUNG, MBA, LPC, FACHE
CHIEF EXECUTIVE OFFICER
Date: 6/25/2025

By: _____
LINA HIDALGO
COUNTY JUDGE
Date: _____

APPROVED AS TO FORM:

DocuSigned by:
By: Kendra Thomas 6/25/2025
E7678EEC2CE045B
Kendra Thomas, JD, LPC
General Counsel

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: Alexa Moores for
Manasi Tahiliani
Assistant County Attorney
C.A.O File No: 25GEN0382

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EXHIBIT A

Attachment A (“Statement of Work”)

Attachment A-1 (“Program Work Plans”)

Attachment A-2 (“Performance Measure Reporting”)

(follow behind)

ATTACHMENT A STATEMENT OF WORK

I. INTRODUCTION

The Texas Health and Human Services Commission (“HHSC”) seeks to continue the Harris County Jail Diversion Program (“Program”) as introduced by Senate Bill 1185, 83rd Legislature, under Chapter 579 of the Texas Health and Safety Code. While Chapter 579 of the Texas Health and Safety Code has since expired, the Program continues under Texas Government Code § 531.09935.

The Program provides community-based jail diversion services to individuals involved with the criminal justice system in Harris County, Texas, that (1) have been diagnosed with a mental illness, and (2) who have been arrested and incarcerated for the commission of a crime. The Program will work with HHSC to maintain clear criteria for identifying a target population to be served by the Program. The Program is designed to:

1. Reduce “recidivism,” which is defined as the frequency of arrests and incarceration, specifically as it relates to persons with mental illness in Harris County;
2. Reduce the number of days spent in jail per year by Program participants;
3. Taper reliance on crisis services and inpatient hospitals by Program participants, beginning in the period after full engagement in the Program and continuing after completion of the Program; and
4. Reduce the duplication of mental health services provided in the local service area.

II. GRANTEE RESPONSIBILITIES

Grantee will fulfill the following responsibilities under this Grant Agreement:

- A. Maintain its jail diversion program to serve individuals involved with the criminal justice system in Harris County, Texas;
- B. Comply with all Texas Grant Management Standards (“TxGMS”) with respect to matching contributions;
- C. Maintain contractual relationships that integrate service elements with essential providers, including, but not limited to, the following services:
 1. multilevel residential services;
 2. mental health services (including psychiatric treatment and medication management);
 3. substance abuse services;
 4. healthcare services;
 5. vocational and educational services;
 6. peer and social support services;
 7. transportation services;
 8. housing support services;
 9. crisis management services;
 10. service coordination and case management services;
 11. money management services;
 12. life skills training services; and

13. other such services and supports as may be deemed appropriate and/or applicable during the term of the Program.
- D. Ensure that any Grantee or subgrantee personnel that will have interactions with the target population are acting within the scope of their practice, and they have demonstrated sufficient knowledge, technical, and interpersonal competencies prior to providing services.
 - E. Ensure that criminal history background checks are conducted to confirm that no Program staff, officer, agent, intern, resident, peer support personnel, or volunteer has been convicted of, or received, a probated sentence or deferred adjudicated for any criminal offense that would constitute a bar to employment pursuant to Texas Health and Safety Code § 250.006.
 - F. Ensure verification of licensure for all licensed positions, as applicable. All Program staff required to be licensed must be licensed by, and in good standing with, the State of Texas. Grantee shall require and document annual re-verification of licenses for all Program staff required to be licensed. Additionally, Grantee shall require self-reporting of any license issues for all Program staff required to be licensed.
 - G. Ensure that pre-employment checks, pre-assignment checks, and clearances are performed by conducting a review for reports of misconduct, including abuse, neglect, and exploitation for all Program staff through:
 1. the Employee Misconduct Registry under Chapter 253 of the Texas Health and Safety Code; and
 2. the Nurse Aide Registry under 26 Texas Administrative Code (TAC) Chapter 556.
 - H. Provide verification to HHSC, upon request, of criminal background checks, licensure, and registry clearance reviews that Grantee has performed under this Grant Agreement.
 - I. Align the Program with the mission, vision, and goals identified in the Texas Statewide Behavioral Health Strategic Plan for State Fiscal Years 2022-2026 (see URL at <https://www.hhs.texas.gov/reports/2022/11/texas-statewide-behavioral-health-strategic-plan-2022-2026>). Similarly, Grantee will address gaps and include strategies included in the aforementioned Texas Statewide Behavioral Health Strategic Plan for State Fiscal Years 2022-2026;
 - J. Through the Program, support community programs that provide mental health care services and treatment to individuals with mental illness;
 - K. Coordinate mental health care services for individuals with mental illness with other transition support services;
 - L. Financially maintain the Program by meeting the following funding match requirements:
 1. Grantee must obtain committed matching funds, which may include cash or in-kind contributions from a person or organization, but may not include state or federal funds. Non-state or federal sourced funding may include gifts, grants, or donations from any person or organization;
 2. Grantee must match equal to one-hundred percent (100%) of the state-funded amount;
 3. Grantee shall report all cash and in-kind match used to support the Program; and
 4. Grantee shall provide evidence of committed match in accordance with TxGMS.
 - M. Provide services in accordance with **ATTACHMENT A-1, PROGRAM WORK PLANS**, which includes work plans for the Ed Emmett Mental Health Jail Diversion Center, the Harris County Aftercare Case Management Program, and the Harris County Post Booking/Jail In-Reach program.

- N. Submit **ATTACHMENT A-2, QUARTERLY PERFORMANCE MEASURE REPORT**, on the last business day of the month following the end of each State Fiscal Year quarter being reported. Each Quarterly Performance Measure Report should be sent electronically to the following email addresses: MHContracts@hhsc.state.tx.us; and the HHSC Contract Representative identified in **SECTION VII, CONTRACT REPRESENTATIVES**, of this Grant Agreement. Each Quarterly Performance Measure Report should use the following subject line: HHSC Contract No. HHS001344200001_HCJD.
- O. Submit **ATTACHMENT A-3, MONTHLY EXPENDITURE REPORT**, on or before the 15th of the month following the month in which expenses were incurred. Each Monthly Expenditure Report should be sent electronically to the following email addresses: MHContracts@hhsc.state.tx.us; and the HHSC Contract Representative identified in **SECTION VII, CONTRACT REPRESENTATIVES**, of this Grant Agreement. Each Monthly Expenditure Report should use the following subject line: HHSC Contract No. HHS001344200001_HCJD.
- P. Submit the Statewide Behavioral Health Coordinating Council (SBHCC) Report on the impact the grant funding has had on the Program's implementation and mental health outcomes on the population served by the grant funding, per the 2022-23 General Appropriations Act, S.B. 1, 87th Legislature, Regular Session, 2021 (Article IX, Section 10.04). The SBHCC Report is completed online at the following URL: <https://survey.alchemer.com/s3/6196539/SBHCC-Grant-Survey>. The SBHCC Report is to be submitted semi-annually, specifically on the last business day of the month following the end of State Fiscal Year quarter two, and the last day of the month following the end of each State Fiscal Year quarter four.

III. PERFORMANCE MEASURES

HHSC will monitor Grantee's performance of its requirements under this **ATTACHMENT A, STATEMENT OF WORK**, and its compliance with the terms and conditions of the Grant Agreement. Grantee will provide all services under this Grant Agreement at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice. All services provided by Grantee under this Grant Agreement will be reviewed by HHSC.

IV. OUTCOME IF GRANTEE CANNOT COMPLETE REQUIRED PERFORMANCE

Unless otherwise specified in this **ATTACHMENT A, STATEMENT OF WORK**, of this Grant Agreement, if Grantee cannot complete or otherwise comply with a requirement included in this **ATTACHMENT A, STATEMENT OF WORK**, System Agency, at its sole discretion, may impose remedies outlined under **ARTICLE IX of ATTACHMENT D, HHS UNIFORM TERMS AND CONDITIONS – GRANT, VERSION 3.2, EFFECTIVE JULY 2022**, of this Grant Agreement.

Attachment A-1 – Program Work Plans

Program: Judge Ed Emmet Mental Health Jail Diversion Center	
Total number of unique individuals assessed per month: 100	
Based on data provided from the District Attorney's office from last year it is projected that the Diversion Center will provide services to approximately twelve hundred (1,200) individuals annually. The total of unique individuals to be served will be approximately eighty (80) per month.	
Outcomes: The Diversion Center is an alternate location for law enforcement to drop off individuals with mental illness who have been detained for low-level offenses such as trespassing. The Diversion Center provides preventive supports to the community to reduce recidivism of incarceration and homelessness for individuals who suffer from serious mental illness within Harris County. Clients will receive treatment of mental illness and substance abuse in addition to an array of psychosocial programming. Treatment at the Diversion Center is in lieu of being arrested, and with the intended outcome of a decreased number of incarcerations for this population.	
Goal: The Diversion Center will have a residential component where individuals may stay up to fourteen (14) days. While in the program, clients will be provided with a full array of psychiatric, substance abuse, psychosocial, and supportive services, using an integrated care model with evidenced-based practices to provide holistic support and services. The goal is to engage and establish therapeutic relationships with clients while they participate in the residential component of the program, so they remain engaged in treatment once they are transitioned to aftercare. Warmly transitioning cases from the residential program to support with the aftercare team reduces recidivism and assists clients in avoiding incarceration in the future.	
Objective 1:	<ul style="list-style-type: none"> • Ensure that individuals with mental illness who are detained by law enforcement for low level offenses, such as trespassing, are redirected to treatment at the Diversion Center in lieu of going to jail. Treatment will include individual and group therapy for mental illness, substance abuse, and an array of psychosocial services using evidenced-based practices. The number of incarcerations will be reduced, and the individual will receive a holistic approach to treatment.

Objective 2: <ul style="list-style-type: none">• Clients who are brought into the Diversion Center will receive a medical screening to determine if they are medically stable to be in the program. If the client has medical issues that require treatment, they will be transferred to a medical facility for additional support.• After the client has been medically cleared for intake and the determination has been made for processing, the client will have a full psychosocial assessment completed by a licensed clinician.• Clients will participate in a full complement of services, including psychosocial programs, individual and group therapy, peer support, substance abuse assessment and treatment, programming, and assistance with social services applications.			
Objective 3: <ul style="list-style-type: none">• To have an onsite Discharge Center and Resource Center staff.• Discharge planning will begin at admission with every client.• During the discharge planning process, clients will be assessed for current needs, which will include, but are not limited to, housing, mental health treatment, substance abuse issues, employment, as well as other psychosocial needs.			
Objective 4: <ul style="list-style-type: none">• All clients will be assigned a Care Coordinator prior to discharge.• The Care Coordinator will work with the client to develop a recovery plan, which will identify the client's needs and will work with the client to ensure that any identified needs are addressed prior to discharge from the Center.			
Measures for accomplishing the objective		Data sources and method:	Frequency of data:
A1. Number of clients who voluntarily admit to the Diversion Center for treatment or social services after assessment. <ul style="list-style-type: none">• Calculation: Count of clients admitted to program		EPIC (EMR), Diversion Center E-board Data	Monthly, Quarterly, Annually
A2. Percentage of clients who voluntarily admit to the Diversion Center for treatment or social services after assessment but leave AMA within 6 hours. <ul style="list-style-type: none">• Calculation: Total number discharged AMA/Total number admitted			

<p>B. Reduction in recidivism of target events (hospital admissions, arrests, bookings (misdemeanors, felonies), and jail days) among individuals receiving services with the Diversion Center.</p> <p>Numerator: The number of target events in the measurement period</p> <p>Denominator: Total number of clients served in the measurement period</p> <p>Calculation: numerator/denominator</p>	<p>EPIC (EMR), Diversion Center E- board Data, HCSO Client encounter records</p>	<p>Quarterly, Annually</p>
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Program Activities in support of the objective:	Person/agency responsible	Activity Start Date:	Activity Completion Date:
C. Develop and release RFQ medical, physical health care	Harris Center/Program Director	On-going	On-going
D. Develop and release RFPs for housing, residential substance abuse treatment and inpatient psychiatric treatment and community partners.	Harris Center/Program Director	On-going	On-going
E. Convene key stakeholders to advise on RFPs review and Diversion Center charter, policies and practices, governance for submission to Commissioner's Court	Harris Center/Program Director	On-going	On-going
F. Monitor performance measures, program outcomes, and reporting schedule	Harris Center/Program Director	On-going	On-going

Program: Harris County Aftercare Case Management Program	
Total number of unique individuals served per month: 25	
Based on data provided from the District Attorney's office from last year, it is projected that the Diversion Center Aftercare component will provide services to approximately three hundred (300) individuals annually. The total number of unique individuals to be served is approximately twenty (25) per month.	
Outcomes: The Diversion Center Aftercare Program is designed to reduce recidivism of individuals with serious mental illness by providing them with care coordination as a continuation of services received while at the residential facility. Aftercare will also service individuals that are released directly from the Joint Processing Center (JPC) who have been connected to the Post Booking Program in the Harris County Jail. Clients will receive linkages to treatment of serious mental illness and substance abuse in addition to an array of psychosocial programming and community support.	
Goal: Clients will be linked to Aftercare services within their fourteen (14) day stay at the Diversion Center to provide integrated support and stability. The goal is to ensure clients remain connected to support services and community resources once they transition from The Diversion Center Residential Program to reduce recidivism. Aftercare will provide psychosocial rehab and case management services as an integrated model based on evidence-based practices.	
Objective 1:	<ul style="list-style-type: none"> • During the fourteen (14) day stay at the Diversion Center, the assigned Care Coordinator will link consumer to temporary transitional living and/or substance abuse treatment. The length of stay will be determined by clinical necessity to prevent homelessness. • Care Coordinator will assist with connecting client with a more permanent solution for housing by assisting with referrals for supportive housing through community agencies. If a determination is made that the client needs to continue to reside in a group home setting, Care Coordinator will assist client with a referral and/or linkage to funding for continued payment.
Objective 2:	<ul style="list-style-type: none"> • Clients will be connected to a mental health outpatient clinic as part of discharge planning from The Diversion Center's Residential Program. • Care Coordinator will arrange intake appointments for clients who have not been seen before in outpatient clinics and will reconnect clients who are already open for treatment at clinics.

Objective 3 <ul style="list-style-type: none"> • Ensure that individuals are assigned an aftercare Care Coordinator to reduce recidivism. • Care Coordinator will work with clients to develop a recovery plan to identify needs and strategies to accomplish goals. • Aftercare treatment team will be expected to meet face to face with clients weekly to address needs by performing crisis intervention services and psychosocial rehab. • Care Coordinator will provide linkage to more long-term care coordination through community referrals for resources, substance abuse treatment, and connection to mental health outpatient clinics 			
Measures for accomplishing the objective		Data sources and method:	Frequency of data:
A1. Percentage of individuals served in the program who are linked to supported housing (ex: PCH, SRO's, apartments not paid with vouchers, or apartments paid with vouchers)		EPIC; Client encounter records	Monthly, Quarterly, Annually
B1. Percentage of individuals served who engage in outpatient on going services post-aftercare program discharge.		EPIC	Monthly, Quarterly, Annually
B2. Linkage to outpatient services provided by The Harris Center <ul style="list-style-type: none"> • Calculation: Number of clients linked to outpatient services 			
B3. Percentage of clients who were linked to outpatient services provided by The Harris Center <ul style="list-style-type: none"> • Numerator: The total number of clients linked with and opened to an outpatient Harris Center program. • Denominator: The total number of clients discharged from services at the Diversion Center. 			
C1. Percentage of individuals served in the program who are re-arrested or readmitted to the Jail Diversion within ninety (90) days after discharge of aftercare program.		EPIC; HCSO	Monthly, Quarterly, Annually

D1. Meaningful change in DLA20 domains that were identified as areas of concern. <ul style="list-style-type: none">Numerator: The number of clients who scored a 4 or higher on all the specified domains at follow up.Denominator: The number of clients who scored a 3 or less in at least one of the specified domains at baseline (admissions).	EPIC (EMR)	Quarterly, Annually	
Program Activities in support of the objective:	Person/agency responsible	Activity Start Date:	Activity Completion Date:
A. Develop recommended performance measures, program outcomes, reporting schedule	Harris Center Program Manager/Program Director	On-going	On-going
B. Develop and release RFQ medical, physical, and mental health care	Harris Center Program Manager/Program Director	On-going	On-going
C. Develop and release RFPs for housing, residential substance abuse treatment and inpatient psychiatric treatment	Harris Center Program Manager/Program Director	On-going	On-going

Program: Harris County Post Booking/Jail In- Reach Program			
Total number of unique individuals served per month: The staff in the Jail Diversion Program are expected to provide services to approximately one hundred and fifty (150) individuals annually.			
Outcomes: The Jail Diversion staff will complete a screening and provide treatment based on the needs identified. Staff will provide individual or group services on criminogenic topics, substance abuse, and mental health education. These individual or group services will be provided at least weekly.			
Goal: The Post Booking/Jail Program is the current Jail Diversion program and is housed in the jail. It will continue to operate on a smaller scale. Staff provide mental health screenings to individuals in jail who are experiencing a mental illness. Services may include mental health and substance abuse screenings, individual and group therapy, and discharge planning.			
Objective 1: <ul style="list-style-type: none"> Ensure that individuals in jail who have been identified as having a mental illness are provided an initial screening to determine needs. 			
Objective 2: <ul style="list-style-type: none"> Individuals who have an identified need will participate in at least one individual or group service per week including substance abuse, criminogenic, or mental health education. 			
Measures for accomplishing the objective		Data sources and method:	Frequency of data:
A1. Percentage of detainees in jail who are referred for screening and then admitted to the In-Jail reach program. <ul style="list-style-type: none"> Calculation: Total number accepted into the program/Total number referred for screening 		EPIC	Monthly, Quarterly, Annually
B1. Percentage of detainees identified with mental health needs who are successfully engaged in services in the jail. <ul style="list-style-type: none"> Calculation: Total number of detainees successfully engaged in services/Total number accepted into the program 		EPIC	Monthly, Quarterly, Annually

Program Activities in support of the objective:	Person/agency responsible	Activity Start Date:	Activity Completion Date:
A. Develop program Operating Guidelines and Procedures	The Harris Center/ Program Director	On-going	On-going
B. Develop group curriculum that will meet the needs of the population in the jail	The Harris Center/ Program Director	On-going	On-going

Attachment A-2 Performance Measure Reporting

Post Booking/Jail-In Reach		EPIC: HC JAIL DIVERSION IN-REACH-AFFILIATE			
Performance Measure	Q1 Data	Q2 Data	Q3 Data	Q4 Data	TOTAL
Unduplicated individuals screened (Target: Annual=150/Quarterly 37)					0
Percentage of detainees in jail referred for screening and then admitted to In-Jail Reach program.					0.00%
Percentage of detainees identified with mental health needs who are successfully engaged in outpatient services within thirty (30) calendar days of jail release.					
Percentage of detainees identified with mental health needs, served in the Jail-In Reach program, who are re-arrested within ninety (90) calendar days of jail release.					

Judge Ed Emmet Mental Health Jail Diversion Center		EPIC: HC SOUTH LOOP JAIL DIVERSION-AFFILIATE					
Performance Measure		Q1 Data	Q2 Data	Q3 Data	Q4 Data	TOTAL	% Served
Unduplicated individuals assessed (Target: Annual=1200/Quarterly 300)						0	0.00%
Unduplicated numbers served (Target: Annual=960/Quarterly 240)						0	0.00%
Percentage of clients who voluntarily admit to Jail Diversion Center who leave AMA within six (6) hours.							
Percentage of clients linked to outpatient services.							
Percentage of clients receiving services who have reduced recidivism of target events within ninety (90) calendar days. (Recidivism Target Events = being re-arrested/booked into jail or re-admitted to Jail Diversion Center)							

Aftercare Case Management		EPIC: HC SOUTH LOOP JAIL AFTERCARE-AFFILIATE					
	Performance Measure	Q1 Data	Q2 Data	Q3 Data	Q4 Data	TOTAL	% Served
	Unduplicated numbers served (Target: Annual=300/Quarterly 75)					0	0.00%
	Percentage of individuals served in the aftercare program who are linked to supported housing (ex: PCH, SRO's, apartments not paid with vouchers, or apartments paid with vouchers)						
	Percentage of individuals served who engage in outpatient ongoing services post aftercare program discharge.						
	Percentage of individuals served in the program who are re-arrested or readmitted to the Jail Diversion Center within ninety (90) calendar days after discharge of aftercare program.						

EXHIBIT B

Agency's Budget ("Budget")

(follows behind)

FORM I: REQUESTED ANNUAL BUDGET TEMPLATE

Legal Name of Respondent:		Harris County - Harris County Jail Diversion (HCJD) - FY25					
	A	B	C	D	E	F	G
Budget Categories	Total Budget	HHSC Requested Funds	Direct Federal Funds	Other State Agency Funds Check if Cash Match <input type="checkbox"/>	Other Funds Check if Cash Match <input type="checkbox"/>	Local Funding Sources Check if Cash Match <input type="checkbox"/>	In-Kind Match
A. Personnel	\$2,723,107	\$2,723,107					\$0
B. Fringe Benefits	\$818,021	\$818,021					\$0
C. Travel	\$39,708	\$39,708					\$0
D. Equipment	\$22,800	\$22,800					\$0
E. Supplies	\$78,398	\$78,398					\$0
F. Contractual	\$206,213	\$206,213					\$0
G. Other	\$5,839,442	\$839,442					\$5,000,000
H. Total Direct Costs	\$9,727,689	\$4,727,689	\$0	\$0	\$0	\$0	\$5,000,000
I. Indirect Costs	\$272,311	\$272,311					\$0
J. Total (Sum of H and I)	\$10,000,000	\$5,000,000	\$0	\$0	\$0	\$0	\$5,000,000
K. Program Income - Projected Earnings	\$0						

NOTE: The "Total Budget" amount for each Budget Category will have to be allocated (entered) manually among the funding sources. Enter amounts in whole dollars.

	Budget Catetory	Distribution Total	Budget Total		Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$2,723,107	\$2,723,107		Fringe Benefits	\$818,021	\$818,021
	Travel	\$39,708	\$39,708		Equipment	\$22,800	\$22,800
	Supplies	\$78,398	\$78,398		Contractual	\$206,213	\$206,213
	Other	\$5,839,442	\$5,839,442		Indirect Costs	\$272,311	\$272,311

TOTAL FOR:	Distribution Totals	\$10,000,000		Budget Total	\$10,000,000
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GENERAL INSTRUCTIONS FOR COMPLETION

Please include all projected costs associated with the program.

- Enter the legal name of your organization in Cell E2 (Legal Name of Respondent) on the 'Budget Summary' tab above.
- Enter complete budget details on the tabs associated with each budget line item (e.g., Personnel, Travel, Equipment, etc.).
- Navigate back to the 'Budget Summary' tab once you've entered completed budget details on the tabs associated with each budget line item.
- Distribute the amounts by line item among the 'HHSC Requested Funds' and 'Local Funding Sources' columns. No need to

Allocate the amounts by line item among the three requested funds and Earmarking sources. Remember, you need to distribute amounts noted in the 'In-Kind Match' column as they are already distributed within the appropriate column and line item.

- Refer to the table below the budget to ensure that the 'Distribution Totals' in Cell F28 equals the 'Budget Total' in Cell J28.
- Allocate any projected 'Program Income - Projected Earnings' (*i.e.*, gross income directly generated by a supporting activity during the period of performance), in Cells E18:I18.

TEMP-014-01

Form P

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PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Harris County - Harris County Jail Diversion (HCJD) - FY25

PERSONNEL							
Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Care Coordinator + E	N	Responsible for screenings, assessments and care coordination of consumers	15.10	QMHP	\$4,778.02	12	\$865,777
LCDC + E	Y	Direct Provide rehab and substance abuse counseling to consumers of staff	1.00	LCDC	\$4,262.27	12	\$51,147
LPHA + E	N	Provide clinical services and treatment planning	1.00	LPHA	\$6,659.47	12	\$79,914
Master Level Clinician + E	Y	Provide clinical services and treatment planning	1.00	Master's	\$6,248.67	12	\$74,984
Nurse Supervisor + E	N	Provides oversight, leadership, direction and management of licensed and non-licensed staff in the provision of nursing care	0.60	RN	\$10,124.40	12	\$72,896
Nurse + E	N	Provides oversight, leadership, direction and management of licensed and non-licensed staff in the provision of nursing care	4.50	RN	\$7,227.91	12	\$390,307
Office Services Manager + E	N	Maintains database of consumer information, eligibility, ongoing reviews of EHR system	1.00	NA	\$5,451.33	12	\$65,416
Peer Navigator + E	Y	Peer support, education, and advocacy centered around resource and empowerment	1.00	NA	\$3,043.73	12	\$36,525
Peer Support Specialist + E	N	Outreach and peer support primarily centered around recovery	1.00	NA	\$3,126.93	12	\$37,523
Program Assistant + E	N	Provide supervision of residential and operational activity and reporting	2.50	NA	\$4,050.11	12	\$121,503
Program Manager + E	N	Responsible for screenings, assessments and care coordination of consumers on evenings and/or overnight coverage	1.00	Bachelor's	\$5,801.47	12	\$69,618
Psychiatric Technicians + E	N	Assist with intakes, discharges and monitoring of consumer activity, 24/7 coverage	13.20	NA	\$3,443.79	12	\$545,497

FY2017

Form P

1

FRINGE BENEFITS	Itemize the elements of fringe benefits in the space below:
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	Fringe Benefit Rate %	30.04%
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2

TRAVEL Budget Category Detail Form

Legal Name of Respondent: Harris County - Harris County Jail Diversion (HCJD) - FY25

Conference / Workshop Travel Costs					
Description of Conference/Workshop (List conference/workshop registration fees in OTHER Budget Category Detail Form)	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
				Mileage	\$0
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0

Total for Conference / Workshop Travel \$0

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
To reimburse staff for mileage related to program activity and transportation assistance to consumers. Projected at ~56,154 miles annually, plus, staff parking during program eligible travel estimated at \$400 annually.	56,154	\$0.700	\$39,308	\$400	\$39,708
			\$0	\$0	\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

		Total for Other / Local Travel		\$39,708		
Other / Local Travel Costs:		\$39,708	Conference / Workshop Travel Costs:	\$0	Total Travel Costs:	\$39,708

Indicate Policy Used:	Respondent's Travel Policy	<input checked="" type="checkbox"/>	State of Texas Travel Policy	<input type="checkbox"/>
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				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0

Total Amount Requested for Equipment:

\$22,800

SUPPLIES Budget Category Detail Form

Legal Name of Respondent: Harris County - Harris County Jail Diversion (HCJD) - FY25

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.)

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost
Client Medication/Pharmacy Use/Pharmacy & Medical Supplies - Medication costs prior to benefits, use of agency pharmacies, and medical supplies, as needed, projected at \$4,982.50/quarter for 4 quarters.	Part of consumers' treatment plan	\$19,930
Nutrition/Client Food outside of food contract for the cost of snacks/refreshments, and other non-perishables for consumers between meal times, plus, other food items such as condiments, paper plates, bowls, cups, etc., projected at \$1,570 per month for 12 months.	Daily nutrition to be provided to consumers	\$18,840
Office Supplies (including but not limited to paper, toner, pens, cleaning supplies, file cabinets, etc.). Projected at \$2901.50 per quarter for 4 quarters.	Used for day to day operation of the program for dedicated personnel.	\$11,606
Client Related Supplies (including but not limited to hygiene items, clothing, shoes, etc.), projected at ~\$2,335.17/month for 12 months.	Necessary to meet basic needs of consumers and assist with care planning.	\$28,022

Total Amount Requested for Supplies:

\$78,398

CONTRACTUAL Budget Category Detail Form**Legal Name of Respondent:** **Harris County - Harris County Jail Diversion (HCJD) - FY25**

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the Applicant's HHSC funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
Univ. of Houston College of Medicine	Primary Care Physician (PCP)	Clinical leadership and collaboration on best treatment practices and provision of primary medical care (4 hrs per day, 365 days per year)	Monthly	12	\$2,825.50	\$33,906
NAMI	Provision of onsite mental health support groups	Provides one to one and peer group support settings for consumers	Monthly	12	\$1,700.00	\$20,400
Various	Transitional housing in the community with contracted providers while in the aftercare part of the program	Stable housing as consumers transition to permanent housing options	Monthly	12	\$1,559.25	\$18,711
Aramark	Costs related to provision of 3 meals per day via the onsite kitchen at 6160 facility	Daily nutrition for residents	Monthly	12	\$9,215.50	\$110,586
Various	Interpretation and Language services via contracted providers	For use when consumers need assistance with interpretation due to language barriers and those that are deaf/hard of hearing, requested as needed	Lump sum	1	\$3,752.00	\$3,752

						\$0
						\$0
						\$0
						\$0
						\$0
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						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL:

\$206,213

OTHER Budget Category Detail Form

Legal Name of Respondent:

Harris County - Harris County Jail Diversion (HCJD) - FY25

Description of Item <small>[If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]</small>	Purpose & Justification	Total Cost
Relief/overnight/moonlighting/shift pay - estimated \$370,044 annually. This does include fringe.	Additional compensation for program staff working premium shifts or for gaps in coverage to maintain staff to client ratios for proper staffing for client care	\$370,044
Staff Development - Training expenses such as registration, fees and workbooks for staff at an estimated \$1,000/yr	Essential ongoing training to ensure staff maintain proper knowledge and skills for client care	\$1,000
Equipment Repair/Maintenance as well as cost of rental of copier	Cost of repairs to onsite program equipment	\$1,916
Computer Use Maintenance Fees - at a rate of roughly ~\$338.34 per month per program specific device (i.e. laptops and desktops) for 12 months, reduced to budget limitations.	Maintenance and IT costs of computer equipment used by dedicated program staff to perform essential job functions	\$190,508
Facility Use - square footage cost (@ \$18.92/sf) of maintenance of office building & units, including but not limited to facility services, janitorial, repairs for space occupied by program staff/consumers	Cost of property management of program dedicated space	\$220,217
Vehicle Expense, including lease costs, gasoline, maintenance and repairs for program dedicated vehicles estimated at \$11,940 annually.	Costs for dedicated program vehicles to transport clients to/from appointments and other clinics and services in support of their transition plan	\$11,940
Telecommunications - Cellular, landline, internet services for program, estimated at ~\$1,547.67/month for 12 months.	Costs for telecommunications for dedicated staff in support of the program in order to communicate with consumers and other stakeholders.	\$18,572
Insurance - Insurance coverage (e.g. legal, audit, liability, Vehicle ins, professional, building, etc.) estimated at \$7,592 annually.	Protection of assets and liabilities and fees for damages	\$7,592
Client Living Cost through temporary financial assistance, as needed, projected at \$9,000/year.	Housing stability for consumers needing rental assistance, security deposit and/or utility assistance.	\$9,000

Total Amount Requested for Other:

\$839,442

Indirect Costs

Legal Name of Respondent: Harris County - Harris County Jail Diversion (HCJD) - FY25

Total amount of indirect costs allocable to the project: Amount: \$272,311

Indirect costs are based on (mark the statement that is applicable):

Applicant's most recent indirect cost rate approved or acknowledged by HHSC.	RATE:	
Applicant does not have an HHSC-approved or acknowledged indirect cost rate.		

FRINGE BENEFITS			
FY2017	IF ALLOWABLE, ENTER AVERAGE FRINGE BENEFIT RATE	Fringe Benefit Rate %	2

[illegible]

Total Travel Costs	\$0
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Description of Item	Justification (Include how the rental value is calculated, i.e., # of hours X hourly rate, etc.)	Rental Value
FY2017	Form P	3

SUPPLIES	
1	100% Cotton T-shirt
2	100% Cotton T-shirt
3	100% Cotton T-shirt
4	100% Cotton T-shirt
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99	100% Cotton T-shirt
100	100% Cotton T-shirt

Description	Justification	Value of Supplies
FY2017	Form P	4

\$0

CONTRACTUAL		
Description of Contractual Services	Justification	Value of Services
FY2017	Form P	5

OTHER		
Description of Item	Justification	Value of Item
CRU Caroline Beds	Beds that are dedicated to Jail Diversion consumers, as needed for longer term care	\$71,898
CRU Southmore Beds	Beds that are dedicated to Jail Diversion consumers, as needed for longer term care	\$344,772
CRU Jail Salaries & Fringe	Provides diversion services to Kern County	\$843,963

8

FY25 MATCH SB292 Harris County Jail Diversion

Match Source	Formula	Projected Amount of Match	Budget Category	Type of Match (in kind/cash)	Funding Source	S.B.292 or H.B.13?	Justification/Eligibility of Match Source	Supporting Documentation
1 CRU Caroline Beds	16 Beds allocated to the program at 12.5% occupancy rate (or 2 beds): \$491,142 Local Harris County + \$9,252 PAP + \$51,164 MAC + \$23,616 Federal CCP = \$575,174 in eligible funding (local match & state excluded) therefore, \$575,174 eligible CRU funding ÷ 16 beds ÷ 365 days per year = \$98.49 per person per day (ppd) \$98.49 ppd x 2 beds x 365 days = \$71,897.70	\$ 71,897.70	Other	In Kind	\$491,142 County, \$60,416 Private, \$23,616 Federal	S.B.292	(8)the provision of local community hospital, crisis, respite, or residential beds	The Harris Center letter
2 CRU Southmore Beds	24 Beds allocated to the program at 12.5% occupancy rate (or 3 beds) : \$2,758,140 cost of CRU Southmore ÷ 24 beds ÷ 365 days per year = \$314.86 ppd, thus \$314.86 ppd x 24 beds x 365 days x 12.5% avg occupancy = \$344,771.70	\$ 344,771.70	Other	In Kind	Federal	S.B.292	(8)the provision of local community hospital, crisis, respite, or residential beds	The Harris Center letter
3 CIRT Team Salaries & Fringe	Provides Diversion services to the county. Staff salary: 9 GR Clinicians projected annually at \$649,010.	\$ 649,010.00	Personnel	In Kind	Private/General Revenue	S.B.292	(1)the continuation of a mental health jail diversion program	The Harris Center letter, report and pay stubs
HOT Team Salaries & Fringe (salaries & fringe are for CLINICIANS ONLY)	Provides Diversion services to the county. Staff fringe: 9 GR Clinicians projected annual salaries at \$649,010 x 30.04% fringe rate = \$194,926.60.	\$ 194,962.60	Fringe	In Kind	Private/General Revenue	S.B.292	(1)the continuation of a mental health jail diversion program	The Harris Center letter, report and pay stubs
4	Provides mental health services to those in HPD jurisdiction. Staff salaries: 3 Clinicians projected annually at \$154,557.	\$ 154,557.00	Personnel	In Kind	Federal	S.B.292	(1)the continuation of a mental health jail diversion program;	The Harris Center letter, report and pay stubs
	Provides mental health services to those in HPD jurisdiction. Staff Fringe: 3 Clinicians projected annual salaries at \$154,557 x 30.04% fringe rate = \$46,428.92.	\$ 46,428.92	Fringe	In Kind	Federal	S.B.292	(1)the continuation of a mental health jail diversion program;	The Harris Center letter, report and pay stubs
5 Harris Center Service Data	Rec'd thru Harris Center accounting and IT department (PivotTables) Monthly average @ \$75,736.44/mo for 12 months	\$ 896,837.28	Other	In Kind	Private	S.B.292	(5)the provision of intensive mental health services and substance abuse treatment not readily available in the county;	The Harris Center letter, and monthly services report
6 DA's Intakes	Working with Harris County DA's Office, the cost of DA Intake operations related to potential misdemeanor mental health jail diversions was calculated at \$3,234,752 (based on FY24 figures, FY25 is pending, a portion of the match is being reallocated to the Jail Expansion efforts).	\$ 2,641,534.79	Other	In Kind	County, HCDAO	S.B.292	(1)the continuation of a mental health jail diversion program	HCDAO letter (Pending)
Total		\$ 5,000,000.00						
Variance from \$5 million		\$ (0.00)						

FY25 MATCH SB292 Harris County Jail Diversion

Match Source	Formula	Projected Amount of Match	Budget Category	Type of Match (in kind/cash)	Funding Source	S.B. 292 or H.B.13?	Justification/Eligibility of Match Source	Supporting Documentation
blue=formulas used		red=information TBD or provided at later date						
		SENATE BILL (S.B.) 292						
		HOUSE BILL (H.B.) 13						
		PROPOSED MATCH						
		S.B. 292 TOTAL						
		H.B. 13 TOTAL						
		AWARD/MATCH REQ						
		VARIANCE						

OVERVIEW	85th Legislature, Regular Session, 2017, created the Mental Health Grant Program for Justice-involved Individuals to reduce recidivism rates, arrests, and incarceration among individuals with mental illness, and also reduce the wait time for forensic commitments.	85th Legislature, Regular Session, 2017, created the Community Mental Health Grant Program to support community mental health programs providing services and treatment for individuals experiencing mental illness.
ELIGIBLE ACTIVITIES	Acceptable uses for the grant money and matching funds include: (1) the continuation of a mental health jail diversion program; (2) the establishment or expansion of a mental health jail diversion program; (3) the establishment of alternatives to competency restoration in a state hospital, including outpatient competency restoration, inpatient competency restoration in a setting other than a state hospital, or jail-based competency restoration; (4) the provision of assertive community treatment or forensic assertive community treatment with an outreach component; (5) the provision of intensive mental health services and substance abuse treatment not readily available in the county; (6) the provision of continuity of care services for an individual being released from a state hospital (7) the establishment of interdisciplinary rapid response teams to reduce law enforcement's involvement with mental health emergencies; and (8) the provision of local community hospital, crisis, respite, or residential beds To raise the required non-state sourced funds, a collaborative may seek and receive gifts, grants, or donations from any person (cash/in-kind). The match must equal 100 percent of the requested grant amount if the collaborative includes a county with a population of 250,000 or more.	A grant awarded under the matching grant program and matching amounts must be used for the sole purpose of supporting community programs that provide mental health care services and treatment to individuals with a mental illness and that coordinate mental health care services for individuals with a mental illness with other transition support services.
MATCH REQUIREMENTS		Awards to community collaboratives are contingent on matching funds, which may include cash or in-kind contributions from any person. The match must equal 100 percent of the grant amount if the community mental health program is located in a county with a population of at least 250,000.
MATCH EXCLUSIONS	Community collaboratives must match the amount of the request with non-state sourced funds.	May not include money from state or federal funds

EXHIBIT C

Agency's Proof of Insurance

(Follows behind)



June 26, 2025

Harris County (The County)

Subject: Verification of Coverage – Interlocal Agreements as listed below
 Contract: 043
 Member: The Harris Center for MH & IDD

The Harris Center for MH & IDD has requested that we verify insurance coverages with you. This is to advise you that The Harris Center for MH & IDD is a member of the Texas Council Risk Management Fund.

This is to verify that with respect to the coverages required by your contracts, The Harris Center for Mental Health and IDD currently has the following:

Workers' Compensation

Statutory

Employer's Liability - While the Fund does not believe that governmental entities can be held liable for Part B - Employer's Liability damages in a work-related death case and does not waive any defense of governmental immunity to be so asserted; the Fund does agree to defend the Center against such claims and should the highest Court in this State decide that governmental entities such as the Center are liable for Part B - Employer's Liability damages in a work-related death case, the Fund will defend the member and will pay all monetary damages the Center shall become legally obligated to pay, not to exceed \$1,000,000 per claim.

Auto Liability	\$ 5,000,000.	Combined Single Limit per Occurrence
	\$ 1,000.	Deductible
General Liability	\$ 5,000,000.	Per Occurrence
	\$ 5,000,000.	Annual Aggregate (aggregate applies only to products, completed operations, contractual and personal injury coverages)
	\$1,000.	Deductible
Professional Liability	\$ 3,000,000.	Per Claim
(Claims Made Form)	\$ 5,000,000.	Annual Aggregate
Sexual Misconduct	\$ 100,000.	Per Claim (no coverage for intentional acts)
	\$10,000.	Deductible
		Retroactive Date 08/28/1989
Errors & Omissions	\$ 5,000,000.	Per Claim
Liability	\$ 5,000,000.	Annual Aggregate
	\$10,000.	Deductible
		Retroactive Date 08/31/1996

All coverages are effective 09/01/24 to 09/01/25.

Please accept this letter as proof of insurance. As a Self-Insurance Fund, we do not issue certificates of insurance. Should you need additional information, please contact me at (800) 580-6467.

Sincerely,
 TEXAS COUNCIL RISK MANAGEMENT FUND

Steven Spencer
 Underwriting Analyst

EXHIBIT D

Housing Access Request Form

(Follows behind)



SHERIFF ED GONZALEZ

1200 Baker Street, Houston, Texas 77002 ★ (713) 755-6044 ★ www.sheriff.hctx.net

Housing Access Request Form (1 of 3)

You, or your employer/organization, have requested you be given access to the Harris County Sheriff's Office jail facilities. This allows access to certain non-public areas of the jail facilities maintained and secured by the HCSO in its statutory responsibility to safely keep the prisoners of the county.

YOUR ARE UNDER NO RESPONSIBILITY TO GIVE THE REQUESTED INFORMATION. However, to qualify for access you must provide true, complete and accurate answers to the questions contained on this form. Please understand if you do not provide the requested information or any information you provide is found to be false, misleading or incomplete, **YOU SHALL NOT BE GRANTED ACCESS TO THE SECURE AREA OF HCSO FACILITIES.**

If you are issued a Harris County Sheriff's Office identification card, that card forever remains the property of the HCSO, and must be returned to the designated representative of the HCSO upon demand.

ACCESS TYPE REQUESTED	INDICATE ALL HCSO JAIL FACILITIES YOU ARE REQUESTING ACCESS TO
<input type="checkbox"/> UNLIMITED <input type="checkbox"/> ON-CALL <input type="checkbox"/> BUSINESS HOURS <input type="checkbox"/> OFF-HOURS	<input type="checkbox"/> 1200 BAKER ST <input type="checkbox"/> 701 N SAN JACINTO ST <input type="checkbox"/> 1307 BAKER ST

Personal Information		NAME (LAST, FIRST MIDDLE)	RACE	HEIGHT	WEIGHT	GENDER <input type="checkbox"/> M <input type="checkbox"/> F	DATE OF BIRTH
DL/ID NUMBER		STATE	SOCIAL SECURITY NUMBER	CITY, COUNTY, STATE & COUNTRY OF BIRTH			
CURRENT STREET ADDRESS		CITY			STATE		ZIP CODE
HOME TELEPHONE	WORK TELEPHONE	MOBILE TELEPHONE	E-MAIL ADDRESS				

Emergency Contact Information		NAME (LAST, FIRST, MIDDLE)	WORK TELEPHONE	MOBILE TELEPHONE	HOME TELEPHONE
STREET ADDRESS		CITY	STATE	ZIP CODE	

Arrest Information				HAVE YOU EVER BEEN ARRESTED AND/OR CHARGED WITH A CRIMINAL OFFENSE?			
				<input type="checkbox"/> NO <input type="checkbox"/> YES (If you indicated "Yes," answer the following questions.)			
MOST RECENT ARREST:	DATE (MM/DD/YYYY)	ARRESTING AGENCY	CHARGE				
WERE YOU CONVICTED?	COURT	COUNTY AND STATE	CURRENTLY ON PROBATION OR PAROLE?				
<input type="checkbox"/> YES <input type="checkbox"/> NO			<input type="checkbox"/> YES <input type="checkbox"/> NO				
NEXT MOST RECENT ARREST:	DATE (MM/DD/YYYY)	ARRESTING AGENCY	CHARGE				
WERE YOU CONVICTED?	COURT	COUNTY AND STATE	CURRENTLY ON PROBATION OR PAROLE?				
<input type="checkbox"/> YES <input type="checkbox"/> NO			<input type="checkbox"/> YES <input type="checkbox"/> NO				
NEXT MOST RECENT ARREST:	DATE (MM/DD/YYYY)	ARRESTING AGENCY	CHARGE				
WERE YOU CONVICTED?	COURT	COUNTY AND STATE	CURRENTLY ON PROBATION OR PAROLE?				
<input type="checkbox"/> YES <input type="checkbox"/> NO			<input type="checkbox"/> YES <input type="checkbox"/> NO				

Relatives in Custody				DO YOU CURRENTLY HAVE ANY RELATIVES IN THE CUSTODY OF HARRIS COUNTY SHERIFF'S OFFICE OR ANY OTHER CITY, COUNTY, STATE OR FEDERAL CORRECTIONAL FACILITY?			
				<input type="checkbox"/> NO <input type="checkbox"/> YES (If you indicated "Yes," answer the following questions.)			
FULL NAME (LAST, FIRST MIDDLE)	RELATIONSHIP	SPN/ID NUMBER	FACILITY, CITY, STATE				
FULL NAME (LAST, FIRST MIDDLE)	RELATIONSHIP	SPN/ID NUMBER	FACILITY, CITY, STATE				
FULL NAME (LAST, FIRST MIDDLE)	RELATIONSHIP	SPN/ID NUMBER	FACILITY, CITY, STATE				

Housing Access Request Form (2 of 3)

COMMENTS (IF APPLICABLE)

THE FOLLOWING SECTION IS TO BE COMPLETED BY CHAPLAINCY APPLICANTS ONLY (IF APPLICABLE)

CLASSIFICATION OF YOUR TITLE OR POSITION	PROFESSIONAL OR RELIGIOUS AFFILIATION OR SPONSORSHIP			
<input type="checkbox"/> STAFF CHAPLAIN <input type="checkbox"/> ASSISTANT CHAPLAIN <input type="checkbox"/> RELIGIOUS GROUP REPRESENTATIVE				
	SPONSOR NAME	SPONSOR TELEPHONE	CONTACT PERSON	
<input type="checkbox"/> ALCOHOLICS ANONYMOUS VOLUNTEER <input type="checkbox"/> NARCOTICS ANONYMOUS VOLUNTEER <input type="checkbox"/> SEXUAL ADDICTS ANONYMOUS VOLUNTEER	SPONSOR ADDRESS (STREET ADDRESS)	CITY	STATE	ZIP CODE

By my signature, I acknowledge my understanding of the terms and conditions under which a Harris County Sheriff's Office Identification Card may be issued to me and I may utilize the card. I also acknowledge my understanding the issuance of this card is a privilege, which may be revoked by the Harris County Sheriff's Office at any time and for any reason. I further certify the information I have provided in this document is true, correct and complete to the best of my knowledge.

SIGNATURE OF APPLICANT	DATE	SIGNATURE OF WITNESS	DATE
X _____		X _____	

STOP!	PROCEED NO FURTHER ~ THANK YOU FOR YOUR APPLICATION Requesting	STOP!
Agency's Use Only		

AGENCY REQUESTING CLEARANCE	SUPERVISOR REQUESTING CLEARANCE	SUPERVISOR'S SIGNATURE	SUPERVISOR'S TELEPHONE
		X _____	
DESCRIBE THE ACCESS REQUESTED TO INCLUDE ALL FACILITIES, FLOORS, SHIFTS AND REGULAR DAYS OFF			

-- END OF HOUSING REQUEST FORM --

FINAL PAGE FOR OFFICAL HARRIS COUNTY SHERIFF'S OFFICE USE ONLY

Housing Access Request Form (3 of 3)

THE FOLLOWING SECTION IS TO BE COMPLETED BY HARRIS COUNTY SHERIFF'S OFFICE STAFF ONLY			
NCIC/ TCIC/LCIC/SETCIC		WMIN	
LOCAL ~ LNAM		HOUSTON POLICE DEPARTMENT	
ACCESS		TYPE OF IDENTIFICATION CARD ENTRY	
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> ID ONLY			
STAFF MEMBER'S SIGNATURE	DATE	APPROVING SUPERVISOR'S SIGNATURE	DATE
X _____		X _____	
OPERATOR'S LICENSE/OFFICIAL IDENTIFICATION		SECONDARY IDENTIFICATION (I.E., SOCIAL SECURITY CARD, ETC.) (OPTIONAL)	
<div>Place Requestor's Driver's License/ Identification Card in this area when photocopying this report.</div>		<div>Place Requestor's Social Security Card in this area when photocopying this report.</div>	
COMMENTS			

EXHIBIT E

PRISON RAPE ELIMINATION ACT OF 2003 CONTRACTOR AND VOLUNTEER

ACKNOWLEDGEMENT FORM

(Follows behind)



SHERIFF ED GONZALEZ

www.sheriff.hctx.net | www.hcsojobs.com

Harris County Sheriff's Office Prison Rape Elimination Act of 2003 Contractor and Volunteer Acknowledgement Form

Date: _____

Details

It is the policy of the **Harris County Sheriff's Office** to respond to, and administratively and/or criminally investigate all alleged incidents of a sexual nature. The **HCSO** has zero tolerance for all forms of sexual abuse and sexual harassment within its facilities.

All persons having access and possible contact with inmates in the Harris County Jail system are required to understand and acknowledge their responsibility to immediately report any knowledge, suspicion, or information they receive regarding an incident of sexual abuse, sexual assault or sexual harassment that has occurred within the **Harris County Sheriff's Office** Facilities. This includes incidents of sexual abuse, sexual assault, or sexual harassment of an inmate by another inmate; and sexual abuse, sexual assault, or harassment of an inmate by a staff member, volunteer or contractor.

Allegations of a sexual nature shall be shared only with those who need to know in order to provide treatment, investigate, and make security and management decisions.

A volunteer or contractor may report an incident of sexual abuse to any **HCSO** employee.

All Contractors/Volunteers shall complete PREA training within 14 Days of their first working assignment.

Acknowledgment of Receipt

Your signature confirms you understand the information on this acknowledgement form. Further, you agree that ignorance of the policies of the **Harris County Sheriff's Office** is not a defense for violating such policies, including specifically HCSO policies 413 "LGBTI", D-115 "Staff Sexual Misconduct" and CJC-116 "PREA" (PRISON RAPE ELIMINATION ACT).

Name (Please Print) _____

Signature _____

ORDER OF COMMISSIONERS COURT
Authorizing execution of Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

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

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN HARRIS COUNTY AND THE HARRIS CENTER FOR MENTAL
HEALTH AND IDD**

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

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

IT IS ORDERED that County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of Harris County an Interlocal Agreement with The Harris Center for Mental Health and IDD to continue the Jail Diversion Program in an amount not to exceed Five Million and No/100 Dollars (\$5,000,000.00). The Interlocal Agreement is incorporated as though fully set forth herein word for word.

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