



THE STATE OF TEXAS §

COUNTY OF HARRIS §

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 the following members present:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

and the following members absent: \_\_\_\_\_, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING RENEWAL OF GRANT BETWEEN  
HARRIS COUNTY  
AND  
DEPELCHIN CHILDREN'S CENTER  
(Healthy Outcomes through Prevention and Early Support)**

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 Hidalgo	[ ]	[ ]	[ ]
Comm. Ellis	[ ]	[ ]	[ ]
Comm. Garcia	[ ]	[ ]	[ ]
Comm. Ramsey	[ ]	[ ]	[ ]
Comm. Cagle	[ ]	[ ]	[ ]

The meeting chair 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 the County Judge is authorized to execute the attached grant renewal and to sign any ancillary grant documents between Harris County and DePelchin Children's Center. Harris County Resources for Children and Adults is authorized to spend up to \$180,054.00 in consideration of the services performed under this Grant.

# Harris County Resources for Adults and Youth

9/1/21 - 8/31/22

	Average Annual Salary	Average Monthly Salary	No. Months	% Time	FY22 Budget
<b>Personnel</b>					
Clinician (1) - includes longevity increase in March 2022 + 4% pay increase in May 2022	55,716.84	4,643.07	12	100%	55,716.84
Clinician (2) - includes longevity increase in March 2022 + 4% pay increase in May 2022	53,091.12	4,424.26	12	100%	53,091.12
					108,807.96
<b>Fringe Benefits</b>					
FICA (7.65%)					8,323.81
Unemployment Insurance (0.32%)					348.19
Worker's Compensation (0.88%)					957.51
Group Health/Dental Insurance (\$14,957.31/year/staff x 2.0 staff)					29,914.62
Retirement (15.1%)					16,430.00
					55,974.13
<b>Travel</b>					
Local Mileage (2 staff x 100 miles/month x 12 months x \$0.565/mile)					1,344.00
					1,344.00
					Subtotal 1,344.00
<b>Materials/Supplies</b>					
Office Supplies (\$79.70/month x 12 months x 2 staff)					1,912.81
<b>Technology:</b>					
Laptops (2 laptops x \$1,620 each)					4,900.00
Monitors (2 monitors x \$250 each)					
Docking Stations (2 docking stations x \$400 each)					
Mouse/Keyboard (2 x \$30 set)					
Portable Printers (2 printers x \$150 each)					
					6,812.81
					Subtotal 6,812.81
					Subtotal 0.00
<b>Equipment</b>					
					0.00
<b>Other</b>					
<b>TFM Training and Education:</b>					
TFM Pre-Service Training Workshop, Lead trainer	\$ 2,400.00				7,115.00
TFM Lead Trainer Travel (Flights, car rental, hotel, and meals for lead trainer)	\$ 2,015.00				
TFM Training Assistants/Behavior Rehearsals (3)	\$ 1,200.00				
Manuals and Materials (\$50 per manual x10)	\$ 500.00				
TFA Supportive Membership Dues @ \$1000/calendar year	\$ 1,000.00				
					7,115.00
					Subtotal 7,115.00
<b>Direct Costs</b>					
					180,053.90
<b>Indirect Costs</b>					
					0.00
<b>Total Project Costs</b>					
					180,053.90



## PURCHASE OF SERVICES CONTRACT

The DePelchin Children's Center and Affiliate Organizations, hereinafter referred to as the "Contract Provider," and

Contractor Name: Harris County Resources for Children and Families

Address: 2525 Murworth Drive, Houston, Texas 77054

Phone Number: (713) 394-4000

hereinafter referred to as the "Subcontract Provider," do hereby make and enter into this Purchase of Services Contract (this "Agreement").

### BACKGROUND

- A. The Texas Department of Family and Protective Services ("DFPS") awarded a contract ("Prime Contract") to Contract Provider under Project Healthy Outcomes through Prevention and Early Support. The Prime Contract, less budgetary and financial documents, is attached as Exhibit A to this Agreement.
- B. Under the Prime Contract, Contract Provider will implement a program ("Program") of services ("Program Services") designed to prevent child abuse and neglect in at-risk families.
- C. The Prime Contract establishes goals that must be met by the Program ("Program Goals").
- D. As part of negotiations for the Prime Contract, Subcontract Provider and Contract Provider developed and presented to DFPS a budget of allowable costs ("Subcontractor's Budget") for Subcontract Provider's services under the Program and this Agreement. Subcontractor's Budget is attached as Exhibit B to this Agreement.
- E. The Prime Contract describes the scope and coverage of the Program Services to be provided by the Subcontract Provider and/or agency(ies) related to the Subcontract Provider, the basis for payment for such services, and other components of the Program that affect the provision of Program Services by Subcontractor.
- F. Subcontract Provider desires to provide Program Services and to meet the Program Goals identified in this Agreement, and Contract Provider desires to engage Subcontract Provider to provide Program Services to meet the Program Goals.

NOW, THEREFORE, and in consideration of the mutual promises contained herein, the parties agree as follows:

### I.

#### RELATIONSHIP TO PRIME CONTRACT

- 1.1 Incorporation of Prime Contract. The Prime Contract is hereby incorporated into this Agreement. The Prime Contract governs the scope and coverage of the Program Services to be provided by the Subcontract Provider

and/or agency(ies) related to Subcontract Provider, the basis for payment for these services, and other components of the Program that affect services furnished by Subcontract Provider under this Agreement. In the event conflict arises between the terms of this Agreement and the provisions in the Prime Contract, the terms and conditions of the Prime Contract shall control. Subcontract Provider is obligated to and will comply with the terms and conditions set forth in the most current version of the Prime Contract, including any amendments or modifications to the Prime Contract that are adopted after the execution of this Agreement. The original version of the Prime Contract together with any amendments and modifications will be maintained on file with the Contract Provider and will be made available to Subcontract Provider upon Subcontract Provider's request.

- 1.2 Annual Review of Prime Contract. The Prime Contract, including the basis for payment, will be periodically reviewed in its entirety at least once annually. Contract Provider will notify Subcontract Provider of any changes to the Prime Contract that may affect Subcontractor's obligations under this Agreement.
- 1.3 Availability of Funds. This Agreement is subject to the availability of funds from DFPS. If funds are unavailable or reduced, written notice will be given by the Contract Provider to the Subcontract Provider of termination, payment suspension, or funding reduction. Subcontract Provider will have no right of action against Contract Provider if Contract Provider cannot perform Contract Provider's obligations under this Agreement as a result of lack of funding under the Prime Contract.
- 1.4 DFPS's Approval of Subcontract Provider. This Agreement is subject to DFPS's continued approval of Subcontract Provider. In the event DFPS indicates that Subcontract Provider may not provide Program Services, this Agreement shall automatically terminate.
- 1.5 Hold Harmless. Subcontract Provider agrees to hold DFPS harmless for the payment of Program Services performed by the Subcontract Provider. Subcontract Provider shall seek reimbursement for such services from Contract Provider.

**II.**

**SUBCONTRACT PROVIDER'S OBLIGATIONS**

- 2.1 Program Services. Subcontract Provider will furnish Program Services in accordance with the terms and conditions set forth in the Prime Contract and this Agreement; applicable Federal laws and regulations; state laws and regulations; and Contract Provider's policies, including Contract Provider's service delivery standards.
- 2.2 Program Goals. Subcontract Provider shall meet the following Program Goals within the required timeframe.

Timeframe	Goal
Fiscal Year 2022 (9/1/2021 through 8/31/2022)	100 Unduplicated Families Served with Teaching Family Model and Trauma-Informed Counseling; 35 Average Monthly Served

- 2.3 State Licensing and Certification Standards. Subcontract Provider will comply with all applicable state licensing and certification requirements and provide the Contract Provider with documentation of compliance upon request.
- 2.4 Program Study. Subcontract Provider will participate fully in any evaluation study of the Program authorized by the Contract Provider.

- 2.5 No Subcontracts. Subcontract Provider will refrain from subcontracting its obligations under this Agreement to another provider.
- 2.6 Confidential Information. In performing Program Services, Subcontract Provider may have access to and use of proprietary or confidential patient or client information, as well as business, financial, operational, strategic planning, and/or other proprietary information about Contract Provider, including without limitation, trade secrets, technology and intellectual property (collectively, "Confidential Information"). Subcontract Provider shall safeguard and keep all such Confidential Information strictly confidential and shall not use the information for any purpose other than to provide the Program Services set forth in this Agreement. Subcontract Provider will comply with the terms of the Business Associate Agreement attached as Exhibit C and incorporated herein by reference. Subcontract Provider shall comply with all Contract Provider's procedures and methodologies for the secure transmission of electronic Confidential Information. In the event the Subcontract Provider receives a request or demand for confidential information or records in connection with any discovery, investigative, civil, criminal or other similar legal process, before the Subcontract Provider can release, they will provide Contract Provider with written notice of this request or demand within one business day of receiving it. Contract Provider will provide notice to the Subcontract Provider if DFPS has no objection to the release or if they plan to seek a protective order to prevent the release. Subcontract Provider shall indemnify and hold Contract Provider harmless against any claims related to Subcontract Provider's breach of this provision. This provision shall survive the termination of this Agreement.
- 2.7 Research and Publications. Subcontract Provider will not use clients or their associated information in research or publications.
- 2.8 Retention of Records. Subcontract Provider will maintain accurate and complete client records, financial records, statistical records, and any other record or document relating to the Program Services and any claim or cost report submitted to the Contract Provider under this Agreement. The Subcontract Provider must keep the records and related documentation for a minimum of seven (7) years after the termination of this Agreement or seven (7) years after completion of any litigation or dispute involving the Agreement, whichever is longer. The Subcontract Provider will not dispose of records before providing Contract Provider Contact written notice of its intent to dispose of records and receiving written approval from Contract Provider.
- 2.9 Disclosure of Allegations. Subcontract Provider has an ongoing obligation to disclose and release to Contract Provider information regarding the following allegations against any employee or entity that has direct client contact and/or access to client records under this Agreement:
- 2.9.1 An allegation alleging commission of an act of abuse, neglect, or exploitation of children, the elderly, or persons with disabilities;
  - 2.9.2 A criminal history or any criminal indictment or information involving an offense under the Texas Penal Code against the person, the family, public order or decency, public health, safety or morals, or property;
  - 2.9.3 An allegation alleging commission of an offense under the Texas Controlled Substances Act, Chapter 481 of the Texas Health and Safety Code; or
  - 2.9.4 An allegation of any act or offense that can reasonably be associated with potential risk of harm or loss to DFPS and/or its clients based on the job duties or contractual role(s) of the person or entity in question.

- 2.10 Disclosures of Criminal Offenses. Subcontract Provider has an ongoing obligation to disclose and release to Contract Provider information regarding any person who has an ownership or control interest in or is an agent or managing employee of the Subcontract Provider who has been convicted of a criminal offense related to the person's involvement in any program under Titles XVIII, XIX, or XX of the Social Security Act since the inception of these programs.
- 2.11 No Assignment. Subcontract Provider will not transfer or assign this Agreement without the prior written consent of the Contract Provider.
- 2.12 Accounting Procedures. Subcontract Provider will use generally accepted accounting procedures as recognized by the American Institute of Certified Public Accountants and follow Contract Provider financial management policies and procedures in maintaining any fiscal records required to be kept under this Agreement.
- 2.13 Immigration Reform and Control Act. Subcontract Provider will comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986 who will perform any labor services under this Agreement.
- 2.14 Insurance. Subcontract Provider will maintain Worker Compensation Insurance Coverage; Commercial General Liability Insurance (minimum \$300,000 per occurrence and \$600,000 aggregate); Commercial Crime Insurance or equivalent (minimum \$25,000), and Professional Liability Insurance (minimum \$300,000 per occurrence and \$600,000 aggregate), if applicable. Subcontract Provider will furnish to Contract Provider documentation of such insurance upon execution of this Agreement and upon Contract Provider's request.
- 2.15 Background Checks. Subcontract Provider will obtain necessary authorizations for Contract Provider to complete routine background and criminal history inquiries on Subcontract Provider's employees and agents who will perform services under this Contract. Subcontract Provider will furnish to Contract Provider all documents and signatures necessary for Contract Provider to complete background and criminal history checks.

### III.

#### CULTURAL COMPETENCY AND SERVICE STANDARDS

- 3.1 Service Standards and Client Complaints. Subcontract Provider will treat clients and their families in a manner which respects their personal dignity and is considerate and respectful of their individual needs. Furthermore, Subcontract Provider will treat clients and their families in a manner that is non-coercive and respects their right to self-determination. The Subcontract Provider will take the steps necessary to ensure client rights are protected and that there are mechanisms in place to address barriers related to client rights in accordance with DePelchin Children's Center Client Rights Policy, which is attached as Exhibit D. A copy of the DePelchin Children's Center Policy, CRD.104 Procedure for Appeal and Fair Hearing of Contract Licensed Independent Practitioners and CR.100 Feedback Procedures, is attached as Exhibit E. These policies will govern Contract Provider's review of client complaints concerning Subcontract Provider.
- 3.2 Legal Compliance. Subcontract Provider will comply with Title IV of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the Subcontract Provider agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide in part that no persons in the United

States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion, be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected discrimination. In addition, the Subcontract Provider agrees to comply with Texas Revised Civil Statutes, Article 4419b-4, Sections 5.03 and 5.04 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).

- 3.3 Cultural Diversity Training. All individuals who will provide Program Services under this Agreement will complete cultural diversity training on an annual basis. Any new employees hired will be expected to complete the cultural diversity training within six (6) months of the hire date. A minimum of three (3) hours of training is required annually and must be completed 30 days prior to the end of the contract period. The Subcontract Provider will maintain records documenting completed training and will furnish such records upon Contract Provider's Request.
- 3.4 Code of Ethics. Subcontract Provider will comply with DePelchin Children Center Conduct of Ethics policy. A copy of the policy is attached as Exhibit F and incorporated herein in by reference.

#### IV.

#### INVOICING AND BUDGET

- 4.1 Invoicing. Subcontract Provider will furnish to Contract Provider, in accordance with the procedures prescribed by DFPS, and agreed to in the Prime Contract, a verified and proper invoice of charges for Program Services which have been rendered under this Agreement.
- 4.2 Invoicing Deadline. Subcontract Provider will ensure that all invoices and full supporting documentation are received by the Contract Provider within twenty-five (25) days following the last day of the month in which Program Services were provided. Such invoices and statistical documentation shall be in the form and format required by Contract Provider. In the event Subcontract Provider fails to furnish required invoices and statistical documentation within thirty (30) days following the last day of the month in which Program Services were provided, Contract Provider shall have the right to immediately terminate this Agreement and/or refuse to pay the invoices or any portion of the invoices that were not submitted within the thirty-day time period. Additionally, subcontract provider shall submit a final close-out invoice no later than forty-five (45) calendar days following the end of the contract year. Reimbursement requests received more than forty-five (45) calendar days following the end of the contract year may not be paid. In order for invoices to be paid, invoices must be signed by an authorized signatory and may be sent in electronic or hard copy format. Invoices are to be sent to: sbowen@depelchin.org or to DePelchin Children's Center, attn: Stacey Bowen, 4950 Memorial Drive, Houston, TX 77007.
- 4.3 Documentation and Reimbursable Costs. Only complete Subcontractor invoices will be accepted for processing. All documentation required to support Subcontract Provider's claims for reimbursement (including payroll registers/payroll checks/timesheets, invoices, worker's expense reimbursements, detailed receipts, properly documented cost allocation formulas, and related items) will be submitted to Contract Provider along with the monthly invoice. In no case will the Contract Provider or DFPS be obligated to pay in excess of the Subcontract Provider's actual, allowable, and reimbursable costs. Should it be determined by the Contract Provider as a result of periodic review(s) and/or audit(s) that an overpayment has occurred, such overpayment shall be refunded by the Subcontract Provider to the Contract Provider.
- 4.4 Subcontractor's Budget. Subcontract Provider shall not seek reimbursement from Contract Provider for any amount that exceeds the maximum allowable identified in Subcontractor's Budget, and Contract Provider is not obligated to reimburse for any amount that exceeds the maximum allowable in Subcontractor's Budget.

Any revisions to Subcontractor's Budget must receive prior approval in writing by Contract Provider. Contract Provider is not obligated to reimburse for any expense that is not in the original budget or has not been included in a budget shift request that has received written approval from the Contract Provider.

- 4.5 Recapture of Funds. The Contract Provider will withhold all or part of any payments to Grantee to offset overpayments made to Grantee. Overpayments, as used in this section, include payments made by the Contract Provider that exceed the maximum allowable rates, not allowed under applicable laws, rules, or regulations that are otherwise inconsistent with this Contract, including unapproved expenditures. Subcontract Provider will return to Contract Provider any amounts paid that are disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Reimbursement of such disallowed costs will be paid by Subcontract Provider from funds which were not provided or otherwise made available to Subcontract Provider under this Contract or from a source of federal funds derived from programs administered by DFPS or the State of Texas.
- 4.6 Lapsing Funds. Contract Provider will review budgets on a quarterly basis to identify any projected lapsing funds based on the actual expenses during the previous quarter(s). Contract Provider reserves the right to negotiate a reallocation of the unspent funds as necessary to achieve grant goals. Contract Provider reserves the right to negotiate a reduction in the award amount if it appears that the funds cannot be properly spent by the end of the fiscal year.

## V.

### MONITORING

- 5.1 Monitoring. Contract Provider shall have the right to monitor all Program Services furnished by Subcontract Provider and any financial records relating to such services set forth in DePelchin Children's Center Policy No. SC150, which is attached as Exhibit G. Contract Provider may monitor remotely or onsite at Subcontract Provider's location. Subcontract Provider will make its premises and records relating to Program Services available to Contract Provider during business hours. Contract Provider will provide at least seven (7) days prior notice of Contract Provider's intent to conduct an onsite monitoring.
- 5.2 Remedies. Subcontract Provider will participate in and comply with specific corrective actions set forth under the Prime Contract as remedies which may include Technical Assistance, Technical Resolution, Letter of Concern and Corrective Action Plan.
- 5.3 Documentation. Upon Contract Provider's request, Subcontract Provider shall furnish client records, financial records, books and any other documentation relating to Program Services for purposes of monitoring by Contract Provider. Subcontract Provider will furnish such documentation within the time period and in the manner designated by Contract Provider.
- 5.4 Refund Obligation. Subcontract Provider will refund any overpayment or unallowable cost identified by Contract Provider during monitoring. An overpayment is any amount that exceeds allowable costs under Subcontractor's Budget and the Prime Contract. An unallowable cost is any cost that does not meet the requirements set forth in the Uniform Grant Guidance, Uniform Grant Management Standards, DFPS Uniform Contract Terms and Conditions (DFPS Form 2282UTC), and DFPS Contract Handbook Policy. Subcontract Provider will reimburse Contract Provider for all overpayments or unallowable costs received by Subcontract Provider under this Agreement.

- 5.5 Corrective Action Plans. If as a result of monitoring, Contract Provider identifies any deficiencies in Subcontract Provider's performance of Program Services, Subcontract Provider shall, upon Contract Provider's request, prepare and/or participate in a corrective action plan designed to address such deficiencies. A Corrective Action Plan may be issued in the following circumstances:
- 5.5.1 A core program component is not delivered for two quarters.
  - 5.5.2 Outputs are not met for four consecutive months.
  - 5.5.3 Identified reoccurring or ongoing issues that impact program performance for four months.
  - 5.5.4 Required data is late, incomplete, or missing in project database for four consecutive months.
  - 5.5.5 Monthly billing is late, incomplete, or missing for four consecutive months.
- 5.6 Governmental Audits. Acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, HHSC Office of Inspector General, or any successor agency, to audit or monitor the expenditure of funds under this Agreement or any subcontract. Subcontract Provider will cooperate fully with the State Auditor's Office or its successor and provide all records requested by the State Auditor's Office. This contract will be subject to the single audit requirements as a state grant.
- 5.7 Assist with Audit Responses. In the event Contract Provider is audited or monitored under the Prime Contract, Subcontract Provider will, upon Contract Provider's request, assist with Contract Provider's response to the audit or monitoring report.

## VI.

### REPRESENTATIONS AND WARRANTIES

- 6.1 Lobbying. Subcontract Provider certifies, to the best of its knowledge and belief, that:
- 6.1.1 In accordance with 31 U.S.C. § 1352, no federal appropriated funds have been paid or will be paid, by or on behalf of the Subcontract Provider, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of an agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - 6.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Prime Contract, the Subcontract Provider will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with the form's instructions.
  - 6.1.3 Payments of appropriated or other funds to Subcontract Provider are not prohibited by Texas Government Code § 556.005 or § 556.008.
- 6.2 Suspension, Ineligibility, Exclusion. Subcontract Provider certifies the following:

- 6.2.1 The Subcontract Provider and Subcontract Provider's principals are not on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntary excluded from participation in Prime Contract or any federal or state program.
- 6.2.2 The Subcontract Provider will not knowingly enter into any subcontract with an entity that is or that has principals who are on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntary excluded from participation in the Prime Contract.
- 6.3 Financial Interests and Gifts. Subcontract provider certifies that neither Subcontract Provider nor any person or entity that will participate financially in this Agreement has received compensation from DFPS for participation in preparation for specifications for a contract. Subcontract Provider certifies that it has not given, offered to give, and does not intend to give at any time, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant or employee in connection with a contract.
- 6.4 U.S. Department of Homeland Security's E-Verify System. Subcontract Provider certifies that it uses the U.S. Department of Homeland Security's E-Verify system to validate the eligibility of individuals who perform services under this Agreement. Upon request, Subcontract Provider will furnish to contract provider an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for each individual performing services under this Agreement.
- 6.5 Conflict of Interests. Subcontract Provider certifies that it does not have a potential conflict of interest and will not acquire any direct or indirect interest which would conflict in any manner or degree with Subcontract Provider's performance under this Agreement. Subcontract Provider will comply with any applicable state or federal law or regulation regarding conflicts of interest in the performance of its duties under this Agreement and the Prime Contract.

## VII.

### TERM AND TERMINATION

- 7.1 Term. The initial term of this Agreement shall commence on September 1, 2021 and shall expire on August 31, 2022. Thereafter, this Agreement shall automatically renew on September 1, 2022 for a term of twelve (12) months and shall continue to renew for twelve-month renewal terms until terminated in accordance with this Article VII.
- 7.2 Immediate Termination. Contract Provider may terminate this Agreement immediately if:
  - 7.2.1 Contract Provider has cause to believe that termination of the Agreement is in the best interests of the health and safety of the client(s) served under this Agreement;
  - 7.2.2 Subcontract Provider fails to fulfill the Program Goals;
  - 7.2.3 Subcontract Provider has become ineligible to receive funds under this Contract or the Prime Contract;
  - 7.2.4 Subcontract Provider has its Texas license or certification suspended or revoked;
  - 7.2.5 Subcontract Provider fails to make any disclosure required under this Agreement;

- 7.2.6 The Subcontract Provider submits falsified documents or fraudulent billings, or if the Subcontract Provider makes false statements; or
- 7.2.7 The Subcontract Provider is found liable for or has a contract license, certificate or permit of any kind revoked for Medicaid fraud.
- 7.3 Termination upon Default. Either party may terminate this Agreement after sixty (60) days written notice if the other party is in default of any of the provisions herein. Such termination shall be ineffective if within the said sixty (60) day period the defaulting party cures such default to the satisfaction of the other party. The non-defaulting party, at its sole discretion, may extend the period to cure the default for a reasonable time if the party determines that the defaulting party has initiated action to cure the default within the sixty (60) day period. If the Subcontract Provider is in default, the Contract Provider has the right to suspend Program Services provided by the Subcontract Provider and payment for any such services not authorized during the sixty (60) day cure period, if at the Contract Provider's sole discretion, it is determined that suspension is in the best interest of the Contract Provider and/or its clients.
- 7.4 Termination Without Cause. This Agreement may be terminated by either party, without cause, after sixty (60) days written notice to the other party.
- 7.5 Termination by Mutual Consent. This Agreement may be terminated by the mutual consent of both parties after thirty (30) days written notice to the other party.
- 7.6 Termination upon Legal Changes. If federal or state laws or other legal requirements are amended or judicially interpreted so as to render continued fulfillment of this Agreement, on the part of either party, substantially unreasonable or impossible, the parties shall negotiate modifications to the Agreement for a period of at least thirty (30) days. If at the end of the thirty-day period, the parties are unable to agree upon any amendment which would be needed to enable the substantial continuation of the Program Services contemplated herein, the parties shall be discharged from any further obligations created under the terms of this Agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.

## VIII.

### INDEMNIFICATION

- 8.1 Mutual Indemnification. Each party shall hold harmless, indemnify, and defend the other party from and against any and all claims, demands, actions, losses, costs, damages and expenses, including reasonable attorneys' fees, arising from or out of any negligent or willful acts or omissions of the indemnifying party, its officers, directors, trustees, employees, agents or representatives, or any material breach of this Agreement by such party, in connection with the performance of this Agreement. For purposes of this indemnification, no party to this Agreement shall be considered an employee, agent, or representative of the other party. A party anticipating the need for indemnification pursuant to this section and having good cause that the other party is responsible under the indemnification hereby provided, shall notify the other party in writing as soon as reasonably possible. The party requesting indemnification shall cooperate reasonably with the indemnifying party in all matters relating to the defense of any claim for which indemnification is requested or required. This indemnification and all indemnifications herein shall survive the termination of this Agreement.
- 8.2 Indemnification by Subcontract Provider. In the event Contract Provider is subject to an overpayment demand, recoupment, or sanction under the Prime Contract and the overpayment, recoupment, or sanction resulted from Subcontract Provider's conduct, Subcontract Provider shall indemnify and reimburse Contract Provider for any financial loss resulting from Subcontract Provider's conduct under this Agreement.

## IX.

### MISCELLANEOUS

- 9.1 Notice. Each party will immediately notify the other party in the event of any significant change affecting the notifying party or this Agreement, including, but not limited to, a change affecting the party's ownership or control structure, a name change, and any problem or potential problem associated with the party's performance under this Agreement. Each party will also provide immediate notice to the other party in the event a lawsuit is brought against the notifying party in connection with services provided under this Agreement. All notices required under this section must be provided within ten (10) business days. Any notice required under this Agreement must be given in writing and delivered to the party's address below. Such notice shall be deemed effectively given when: (a) personally delivered; or (b) received through United States Certified Mail, Return Receipt Requested; or (c) received via other commercial third party delivery service issuing delivery confirmation:

If to Contract Provider: DePelchin Children's Center  
4950 Memorial Drive  
Houston, Texas 77007  
Attention: Cristina Soriano - GMOE

If to Subcontract Provider: Harris County Resources for Children and Adults  
2525 Murworth Drive  
Houston, Texas 77054  
Attention: \_\_\_\_\_

Either party may change that party's address for receipt of notice by delivering to the other party a proper notice setting out the sending party's new address.

- 9.2 Independent Contractor. Subcontract Provider is performing the Program Services required hereunder as an independent contractor and not as an employee, agent, partner or joint venture with Contract Provider. Subcontract Provider shall assume sole and exclusive responsibility for the payment of wages to its employees for Program Services performed by them. Subcontract Provider shall bear full responsibility for performing all duties and making all payments to and for the benefit of its employees and independent contractors, including without limitation, withholding federal income taxes, paying federal Social Security taxes, and the provision of workers' compensation insurance. Subcontract Provider shall report to the Internal Revenue Service on Form 1099 any payments of \$600 or more paid to the Subcontract Provider under this Agreement. The Subcontract Provider is responsible for payment of all taxes incurred as a result of income from this contract.
- 9.3 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 9.4 No Waivers and Amendments. No term, provision or condition of this Agreement may be waived, changed, modified, amended, or the termination or discharge thereof agreed to, whether by conduct or otherwise, except by the mutual written agreement of all of the parties. The waiver by any party hereto of a breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver by such party of any subsequent breach of the same or other provision hereof.
- 9.5 Captions and Headings. The division of this Agreement into articles, paragraphs, subparagraphs, sections, and subsections and the use of captions and headings in connection therewith are inserted solely as a matter of convenience and shall in no way define, limit, extend or otherwise affect the scope, intent, meaning, or interpretation of this Agreement or any provision hereof.
- 9.6 Counterparts. This Agreement and any amendments thereto shall be in writing and may be executed by the parties in counterparts. Each counterpart shall be deemed an original; however, all counterparts together shall constitute one and the same instrument. This Agreement and any amendments thereto may be executed via facsimile or PDF signatures. Signatures may be on separate pages and shall still be valid.
- 9.7 Binding Agreement. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by each of the parties hereto, their respective legal representatives and their permitted successors and assigns.
- 9.8 Exhibits. All Exhibits referenced herein and attached hereto shall be deemed incorporated by reference and attachment.

**INCORPORATION BY REFERENCE**

The contract between the Contract Provider and DFPS is referred to as Prime Contract. This subcontract incorporates the Prime Contract agreed to between DFPS and the Contract Provider by reference and binds the Subcontract Provider to all of the requirements, terms, and conditions of the contract related to the service being provided by the subcontractor. In the event of any conflict with the subcontract the Subcontract Provider acknowledges that the prime contract supersedes any discrepancy.

The following marked or listed certification(s) is/are on file with both the Contract Provider and the Subcontract Provider and are hereby incorporated into this contract by specific reference and were provided by the Contract Provider to the Subcontractor.

<input checked="" type="checkbox"/>	Form 2970c, Disclosure and Consent to Release Information
<input checked="" type="checkbox"/>	Form 2971c, Request for Criminal History and DFPS History Check
<input checked="" type="checkbox"/>	Executed Business Associate Agreement

The following items (if any) are also incorporated into the contract by specific reference and were provided to the Subcontract Provider for review:

- Exhibit A. DFPS Prime Contract – less budgetary and/or financial information
- Exhibit B. Subcontractor Budget
- Exhibit C. Business Associate Agreement
- Exhibit D. DePelchin Children's Center Client Rights Policy No. CR.101
- Exhibit E. DePelchin Children's Center Procedure for Appeal and Fair Hearing of Contract Licensed Independent Practitioners Policy No. CRD.104 and Feedback Procedures CR.100
- Exhibit F. DePelchin Children's Center Contract/Subcontractor Conduct and Ethics SC100
- Exhibit G. DePelchin Children's Center Contract/Subcontractor Procedures Policy No. SC150 and Certification of Contractors and Subcontractors Policy No. SC620

For the faithful performance of the terms of this contract, the parties hereto in their capacities as stated, affix their signatures and bid themselves effective September 1, 2021 and continuing through August 31, 2022.

DePelchin Children's Center

Subcontractor



Harris County Resources for Children and Adults  
 Subcontractor/ Provider Name

\_\_\_\_\_  
 Brian Pate  
 Senior Vice President and Chief Financial Officer  
 DePelchin Children's Center

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name and Title

\_\_\_\_\_  
 Date

8/24/2021

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Social Security or Taxpayer's Identification Number



## BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT ("Agreement") by and between DePelchin Children's Center and Affiliated Organizations DePelchin Children's Center includes its affiliates, DePelchin Psychiatric Services collectively referred to as DePelchin ("COVERED ENTITY") and Vendor/Person(s) Harris County Resources for Children and Adults

(Please enter your organization name here)  
("BUSINESS ASSOCIATE") is entered into on the dates indicated at the end of this Agreement, and is effective as of the 1st day of September, 2021 ("Effective Date").

WITNESSETH:

WHEREAS, this Agreement is entered into for the purpose of complying with those aspects of the Health Insurance Portability and Accountability Act ("HIPAA") and all related state and federal laws and regulations (which include all updates and amendments) applicable to Protected Health Information ("PHI"), as defined in 45 C.F.R. § 164.501, created, received, maintained, or transmitted by BUSINESS ASSOCIATE on behalf of COVERED ENTITY.

WHEREAS, BUSINESS ASSOCIATE will provide recommendations to COVERED ENTITY for the development and implementation of HOPES Program Services ("Services") and, in conjunction with such Services, BUSINESS ASSOCIATE will have access to Information that is private and confidential and must, under state and federal law and regulations, be afforded special treatment and protection.

WHEREAS, in performing the Services for COVERED ENTITY, BUSINESS ASSOCIATE will be acting as a BUSINESS ASSOCIATE of COVERED ENTITY, as those terms are defined and used in the Security Standards for the Protection of Electronic Protected Health Information and the Standards for Privacy of Individually Identifiable Health Information (collectively the "HIPAA Standards"), 45 C.F.R. Parts 160 and 164.

WHEREAS, BUSINESS ASSOCIATE will create, maintain, transmit, and/or receive from COVERED ENTITY certain Information that can be used or disclosed only in accordance with this Agreement and the HIPAA Standards.

NOW, THEREFORE, COVERED ENTITY and BUSINESS ASSOCIATE agree as follows:

- A. **Definitions.** Except as otherwise provided in this Agreement, the following terms used herein shall have the same meaning as those in the HIPAA Standards: Administrative Safeguards, Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Physical Safeguards, Protected Health Information ("PHI"), Required By Law, Secretary, Security Incident, Subcontractor, Technical Safeguards, Unsecured Protected Health Information, and Use. All terms, whether capitalized or not, shall have the same meaning as those approved under the HIPAA standards.
- B. **Term and Termination.**
  1. **Term.** The term of this Agreement shall commence as of the Effective Date and shall remain in effect until terminated.

2. Termination. BUSINESS ASSOCIATE agrees that COVERED ENTITY has the right to immediately terminate this Agreement and seek relief under this Agreement and applicable law if COVERED ENTITY determines that BUSINESS ASSOCIATE has violated or not complied with a material term of this Agreement. Termination pursuant to this paragraph shall be cause for COVERED ENTITY to terminate the underlying Services by and between COVERED ENTITY and BUSINESS ASSOCIATE.
3. Options of COVERED ENTITY. Upon COVERED ENTITY's knowledge of a material breach of these provisions by BUSINESS ASSOCIATE, COVERED ENTITY may either (i) provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate this Agreement if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by COVERED ENTITY; (ii) immediately terminate this Agreement if BUSINESS ASSOCIATE has breached a material term of this Agreement and cure is not possible; or (iii) if neither termination nor cure is feasible, report the violation to the Secretary.
4. Grounds for Breach. Any non-compliance by BUSINESS ASSOCIATE with this Agreement or the HIPAA Standards will automatically be considered to be grounds for breach.
5. Simultaneous Termination. Upon completion of the Services, this Agreement shall terminate simultaneously without additional notice.
6. Return or Destruction of PHI upon Termination. Upon termination of this Agreement for any reason, BUSINESS ASSOCIATE will return or properly destroy all PHI created, received, maintained, or transmitted by BUSINESS ASSOCIATE on behalf of COVERED ENTITY. This provision will apply to PHI that is in the possession of contractors or agents of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE will retain no copies of PHI except as required by law. In the event that BUSINESS ASSOCIATE determines that returning or properly destroying PHI is not feasible, BUSINESS ASSOCIATE will notify COVERED ENTITY of the conditions that make return or destruction not feasible and will return or destroy such PHI once destruction or return of the PHI becomes feasible.
7. Survival. In the event return or destruction of PHI is not feasible, the obligations of BUSINESS ASSOCIATE in this Agreement shall survive termination of the Agreement. For any PHI that cannot be returned or destroyed upon termination of this Agreement, BUSINESS ASSOCIATE will extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE maintains such PHI.

**C. BUSINESS ASSOCIATE Representations and Warranties.**

1. Representations. BUSINESS ASSOCIATE represents that it has adopted and implemented policies and procedures for compliance with the HIPAA Standards and applicable state law. BUSINESS ASSOCIATE further represents that such policies and procedures comply with the HIPAA Standards and Texas Health and Safety Code Chapter 181.

2. Warranties. BUSINESS ASSOCIATE warrants that it will continue to implement and revise its policies and procedures for compliance with the HIPAA Standards and applicable state law as necessary to comply with applicable law.

**D. BUSINESS ASSOCIATE Obligations.**

1. Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information. BUSINESS ASSOCIATE may only use or disclose PHI as necessary to perform the Services on behalf of COVERED ENTITY.
2. Limits on Use and Further Disclosure Established by Contract and Law. BUSINESS ASSOCIATE hereby agrees that it shall not use or disclose PHI created, received, maintained, or transmitted on behalf of COVERED ENTITY for any purpose other than performing BUSINESS ASSOCIATE obligations as expressly permitted or required by this Agreement or applicable law. BUSINESS ASSOCIATE may use or disclose PHI to perform services for or on behalf of COVERED ENTITY as specified in this Agreement, or applicable law, provided that such use or disclosure would not violate the HIPAA Standards if done by COVERED ENTITY or the minimum necessary policies and procedures of COVERED ENTITY. To the extent BUSINESS ASSOCIATE is to carry out one or more of COVERED ENTITY's obligations under Subpart E of 45 C.F.R. Part 164, BUSINESS ASSOCIATE will comply with the requirements of 45 C.F.R. Part 164, Subpart E that apply to COVERED ENTITY in the performance of such obligations. In the event BUSINESS ASSOCIATE conducts a transaction covered by 45 C.F.R. Part 162 on behalf of COVERED ENTITY, BUSINESS ASSOCIATE shall comply with all requirements in 45 C.F.R. Part 162 that apply to COVERED ENTITY in the transaction.
3. Report of Improper Use or Disclosure. BUSINESS ASSOCIATE hereby agrees that it shall report to COVERED ENTITY any Security Incident and any use or disclosure not authorized by this Agreement in accordance with section "E" of this Agreement. BUSINESS ASSOCIATE will mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of such Security Incident or unauthorized use or disclosure of PHI.
4. Availability of Books and Records. BUSINESS ASSOCIATE will make its facilities, books, records, accounts, and other sources of information, including PHI, relating to compliance with the HIPAA Standards available to the Secretary, the Secretary's designee, any other authorized governmental official, or COVERED ENTITY in a time and manner designated by the Secretary, the Secretary's designee, the authorized governmental official, or COVERED ENTITY.
5. Access for Response to Individual Access. At COVERED ENTITY's request, BUSINESS ASSOCIATE will make available PHI that is maintained in a Designated Record Set in the form or format requested by COVERED ENTITY and in the timeframe specified by the COVERED ENTITY to enable COVERED ENTITY to respond to a request by an Individual for access to PHI in accordance with 45 C.F.R. § 164.524. In the event BUSINESS ASSOCIATE receives a request for access directly from the Individual, then BUSINESS ASSOCIATE will notify COVERED ENTITY as soon as practicable, but no later than five (5) days from the date of such request. The access and release of a client's information shall only be made through the Records Management Department of COVERED ENTITY.

6. Access for Amendments to PHI. At COVERED ENTITY's request, BUSINESS ASSOCIATE will make available PHI in BUSINESS ASSOCIATE's possession for purposes of amendment, and will incorporate any amendments to PHI, in accordance with 45 C.F.R. § 164.526. In the event BUSINESS ASSOCIATE receives a request for amendment directly from the Individual, then BUSINESS ASSOCIATE will notify COVERED ENTITY as soon as practicable, but no later than five (5) days from the date of such request. No amendments shall be made without the approval of the Privacy Officer of COVERED ENTITY. BUSINESS ASSOCIATE shall make any amendment requested or approved by COVERED ENTITY within the timeframe designed by COVERED ENTITY.
7. Accountings and Documentation of Disclosures of PHI. To the extent applicable, BUSINESS ASSOCIATE will document, maintain, and provide to COVERED ENTITY information required for an accounting of Disclosures of PHI with respect to an Individual in accordance with 45 C.F.R. § 164.528. BUSINESS ASSOCIATE will provide the COVERED ENTITY with an accounting of disclosures made by BUSINESS ASSOCIATE containing the information described in 42 C.F.R. § 164.528 in the timeframe required by the COVERED ENTITY. In the event BUSINESS ASSOCIATE receives a request for an accounting directly from the Individual, then BUSINESS ASSOCIATE will notify COVERED ENTITY as soon as practicable, but no later than five (5) days from the date of such request, and shall provide COVERED ENTITY the accounting within the timeframe designated by the COVERED ENTITY. The Records Management Department of the COVERED ENTITY will release the accounting to the client on behalf of the BUSINESS ASSOCIATE for tracking purposes.
8. Permitted use for Proper Management, Administration, Legal Responsibilities, Standard Transactions, and Data Aggregation. BUSINESS ASSOCIATE may use PHI for the proper management and administration of BUSINESS ASSOCIATE or to carry out the legal responsibilities of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE may disclose PHI (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out BUSINESS ASSOCIATE's legal responsibilities, if (a) the disclosure is required by law, or (b) BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that the information will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached; (iii) to conduct any standard transactions on behalf of COVERED ENTITY that are assigned to BUSINESS ASSOCIATE in accordance with 45 C.F.R. Part 162; and (iv) to use or disclose de-identified information for the provision of data aggregation services on behalf of COVERED ENTITY.
9. Sanctions Process. BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement or the HIPAA Standards.
10. Obligations of Subcontractors. BUSINESS ASSOCIATE will ensure that any agent, including a subcontractor, engaged by BUSINESS ASSOCIATE to receive, maintain, create, or transmit PHI on behalf of BUSINESS ASSOCIATE or COVERED ENTITY agrees to (i) implement a program to comply with the HIPAA Standards and applicable state law; (ii) provide COVERED ENTITY access to the policies and procedures established for the compliance program; and (iii) comply with the same restrictions and

conditions that apply to BUSINESS ASSOCIATE under this Agreement. BUSINESS ASSOCIATE further agrees that anytime BUSINESS ASSOCIATE engages an agent or a subcontractor to create, maintain, receive, or transmit Information on behalf of BUSINESS ASSOCIATE or COVERED ENTITY, BUSINESS ASSOCIATE will enter into a written agreement with the subcontractor or agent that obligates the agent or subcontractor to the same terms, conditions, and restrictions on the use and disclosure of Information as contained in this Agreement.

11. Compliance with HIPAA Security Standards for the Protection of Electronic PHI. To the extent applicable, BUSINESS ASSOCIATE shall comply with the standards and implementation specifications set forth in Subpart C of 45 C.F.R. Part 164, including, but not limited to, the Administrative, Physical, and Technical Safeguards. BUSINESS ASSOCIATE will (i) implement Administrative, Physical, and Technical Safeguards that are reasonable and appropriate for the protection of the confidentiality, integrity, and availability of the Electronic PHI that BUSINESS ASSOCIATE creates, receives, maintains, or transmits on behalf of COVERED ENTITY; and (ii) ensure that any agent, including a subcontractor, to whom BUSINESS ASSOCIATE provides Electronic PHI agrees to implement reasonable and appropriate safeguards to protect such information in accordance with Subpart C of 45 C.F.R. Part 164.
12. Notice and Authorization for Electronic Disclosure. If BUSINESS ASSOCIATE will electronically disclose PHI for any purpose, BUSINESS ASSOCIATE will provide notice of such disclosures in accordance with Texas Health & Safety Code § 181.154. BUSINESS ASSOCIATE will also obtain the Individual's written authorization for Disclosure when required under Texas Health & Safety Code § 181.154 and the HIPAA Standards.
13. Training. BUSINESS ASSOCIATE will train its employees on state and federal laws regarding the protection of PHI. Training provided by BUSINESS ASSOCIATE shall be consistent with the requirements set forth in Texas Health & Safety Code § 181.101 and 45 C.F.R. § 164.530. The training shall be tailored to the particular business of BUSINESS ASSOCIATE and the employee's scope of employment. Such training must be provided (i) to a new employee within sixty (60) days of the employee's start date with BUSINESS ASSOCIATE; (ii) once every two (2) years; and (iii) within a reasonable time following the adoption of regulatory or legislative changes that affect the BUSINESS ASSOCIATE's policies and procedures as set forth in 45 C.F.R. § 164.530(b)(2)(i)(C). BUSINESS ASSOCIATE will maintain and make available to COVERED ENTITY written statements signed by the BUSINESS ASSOCIATE's employees verifying receipt of training.
14. Policies and Procedures. BUSINESS ASSOCIATE shall make available to COVERED ENTITY any policies and procedures adopted by BUSINESS ASSOCIATE to comply with and implement the HIPAA Standards and applicable state law.

**E. Breach.**

1. Notification to COVERED ENTITY. BUSINESS ASSOCIATE will notify COVERED ENTITY of any unauthorized acquisition, access, use, or disclosure (collectively "Breach") of PHI as soon as practical, but no later than twenty-four (24) hours following discovery of any such use or disclosure of PHI not provided for or allowed by this Agreement. This includes breaches of unsecured PHI and any Security Incident of which

BUSINESS ASSOCIATE becomes aware. When BUSINESS ASSOCIATE reports a Breach or Security Incident to COVERED ENTITY, the report shall include (i) identification of each Individual whose PHI has been, or is reasonably believed by BUSINESS ASSOCIATE to have been, accessed, acquired, used, or disclosed; (ii) the nature and extent of the PHI involved in the Security Incident or Breach; (iii) the names, if known, of any individuals or entities that used or received the PHI; and (iv) the steps taken by BUSINESS ASSOCIATE to mitigate any harmful effects resulting from the Security Incident or unauthorized use or disclosure. In the event COVERED ENTITY makes notifications of the reported Breach or Security Incident to individuals, the media, and/or the Secretary, BUSINESS ASSOCIATE will pay all costs and expenses arising out of such notifications.

F. Miscellaneous.

1. Ownership of PHI. The Information shall be and remain the property of COVERED ENTITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified information, as a result of this Agreement.
2. Code of Conduct. BUSINESS ASSOCIATE acknowledges that it has been provided with the Corporate Compliance Plan-Code of Conduct of COVERED ENTITY (attached as Exhibit "A"), the reporting requirements to report acts of misconduct, as well as the mechanisms by which such reports can be made.
3. Choice of Law. This Agreement shall be governed by the law of the State of Texas. The Parties also agree that for purposes of privacy rights, the HIPAA Standards shall supersede all applicable state laws, unless Texas laws are more restrictive.
4. Injunctive Relief. Notwithstanding any rights or remedies provided for in this Agreement, COVERED ENTITY retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Information by BUSINESS ASSOCIATE or any agent, contractor or third party that received Information from BUSINESS ASSOCIATE.
5. Binding Nature and Assignment. This Agreement shall be binding on the Parties hereto and their successors and assigns, but neither Party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonable withheld.
6. Notices. Whenever under this Agreement one Party is required to give notice to the other, such notice shall be deemed given if mailed by First Class United States mail, postage prepaid, and addressed as follows:

**COVERED ENTITY:**  
Attn: HIPAA Privacy Officer  
DePelchin Children's Center  
4950 Memorial Drive  
Houston, TX 77007

**BUSINESS ASSOCIATE:**  
Attn:  
Harris County Resources for Children and Adults  
2525 Murworth Drive  
Houston, TX 77054

Either Party may at any time change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

7. Good Faith/Interpretation. The Parties agree to exercise good faith in the performance of

this Agreement. Any ambiguity in the Agreement shall be resolved to permit COVERED ENTITY to comply with the HIPAA Standards and applicable state law. A reference to a section in the HIPAA Standards or the Texas Health and Safety Code shall mean the section as in effect or as amended. The article headings used are for reference and convenience only, and shall not enter the interpretation of the Agreement.

8. Entire Agreement. This Agreement consists of this document, and constitutes the entire agreement between the Parties. There are no understandings or agreements relating to this Agreement which are not fully expressed in this Agreement. No change, waiver or discharge of obligations arising under this Agreement shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced.
9. Indemnification. BUSINESS ASSOCIATE shall indemnify and hold harmless COVERED ENTITY from and against any claim, cause of action, liability, damage, or expense (including attorney's fees) arising out of or relating to any non-permitted use or disclosure of Information by BUSINESS ASSOCIATE. The BUSINESS ASSOCIATE will take full responsibility of the breach including any expenses or fines imposed on COVERED ENTITY resulting from the acts or omissions of BUSINESS ASSOCIATE under this Agreement.
10. New Statutory and Legislative Requirements. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for COVERED ENTITY to comply with the requirements of the state and HHS HIPAA Rules.

IN WITNESS WHEREOF, BUSINESS ASSOCIATE and COVERED ENTITY have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the date set forth above.

BUSINESS ASSOCIATE

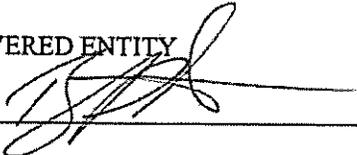
By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

COVERED ENTITY

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

Print Name: Brian Pate

Title: Senior Vice President and Chief Financial Officer

Date: 8/24/2021

**EXHIBIT A**  
**THE CODE OF CONDUCT**  
**FOR ALL DePELCHIN CHILDREN'S CENTER**  
**EMPLOYEES AND PERSONNEL Developed**  
**and Implemented: 5/1/2001**

DePelchin Children's Center ("DePelchin") is dedicated to complying with the law. To further assure compliance, DePelchin has implemented a Compliance Program ("Program") consisting of specific standards and procedures that must be followed. These are available for your review upon request. As part of the Program, DePelchin has appointed a Compliance Officer who is responsible for the operation of the Program. However, complying with the law also requires that every DePelchin director, manager, program coordinator, supervisor, employee, contractor or other agent (collectively, "DePelchin Representatives") conduct himself or herself in a manner that is compliant with the law. It also requires that each DePelchin Representative report possible legal or ethical violations committed by you or by others.

This Code of Conduct is intended to help define the conduct that is expected of you, to assist you in resolving legal and ethical issues, and to provide you with a way to report violations. A violation of the Code of Conduct may result in disciplinary action, up to and including termination of employment. The rules of the Code of Conduct are:

1. When In Doubt, Ask Your Supervisor or the Compliance Officer. The law is complicated and sometimes DePelchin compliance standards and procedures will not clearly answer your question or resolve a problem that arises. If this happens, you must ask your supervisor for help. If your supervisor is not available, then you must contact the Compliance Officer. There is no reason for you to take a chance of violating the law. The rule is simple: When in doubt, ask!

2. Report Suspected Wrongful Conduct in Good Faith and as Soon as Possible. DePelchin's ability to prevent or detect wrongful conduct in a timely manner depends, in part, on the eyes and ears of each DePelchin Representative.

You may always discuss your concerns of suspected wrongful conduct with your supervisor. If you do not wish to discuss your concerns with your supervisor, you may alert the Compliance Officer of any act or practice that you believe, in good faith, violates the Program or any applicable federal or state law. DePelchin will not tolerate any threat of or actual retaliation against you for making a good faith report of suspected wrongful conduct.

You may also make a report of suspected wrongful conduct to the Compliance Officer by leaving a message in the Compliance Voice Mailbox at (713) 802-7746 or in any designated Compliance Dropbox or by submitting a written report or email to the Compliance Officer. You are not required to identify yourself, but anonymous complaints may be more difficult to investigate. Your identity will be kept confidential to the extent practicable; however, DePelchin cannot guarantee that your identity will not be discovered in the course of an investigation. If you send an anonymous message to the Compliance Officer, please contact the Compliance Officer within five (5) business days after leaving the message so the Compliance Officer may ask you follow-up questions.

As a condition of continued employment by or other relationship with DePelchin, you must report suspected legal or ethical violations in “good faith” as soon as you become aware of them. You are acting in “bad faith” if you report that someone in DePelchin is violating his or her legal or ethical obligations when you know that he or she really is not. In other words, you are acting in bad faith when you report someone out of spite, jealousy or for some other improper purpose. An accusation made in bad faith will subject you to discipline, up to and including termination. Employees should report this conduct to their supervisor or the Compliance Officer.

3. Maintain the Confidentiality of Sensitive Client Information and Records. Our professions require that we gather a great deal of personal information about patients and other individuals (“clients”) who use our services. Therefore, we must carefully avoid any unwarranted invasion of the patient’s and client’s right to privacy. The inappropriate release of sensitive information may be injurious to the patient, client, and to DePelchin. The inappropriate release of patient information may subject you to civil and criminal prosecution, as well as termination from employment by or other relationship with DePelchin.

In order to protect sensitive patient/client information from inappropriate disclosure, you are expected to: limit your access to patient/client information to the extent required by your duties and permitted by law; use only legitimate means to collect patient/client information and, whenever practical, obtain it directly from the patient/client; release information concerning patients in drug

and alcohol treatment programs and information regarding a patient's HIV status only in accordance with special confidentiality rules that apply to this information; refrain from revealing any patient/client information unless supported by legitimate business or patient care purposes; and refrain from removing or sending a client record, or a copy of such record, from a designated storage facility or department without the authorization of a supervisor or other designated official.

It is your duty to read and know the policies and procedures regarding the release of patient/client information, record management, and record storage. While client records are in your possession, you must have control of the record at all times and exercise utmost care and diligence in keeping it safe in accordance with DePelchin policy.

DePelchin Children's Center is subject to review by auditors, contractors, and regulators from entities that provide funding or regulate the licensing of some programs. All requests for client records or documents from client records are to be referred to your immediate supervisor and the Records Management Department. Likewise, any subpoena for client or business information is to be referred immediately to the Records Department. No employee of DePelchin is to voluntarily appear in Court to address any matters that occurred during the course of business at DePelchin unless directed to do so by a subpoena and/or the manager of records management.

From time to time, you may be contacted by a member of the news media for commentary on a past or current client case or to speak to a current media issue. You are to refer all calls or requests for such information/commentary to the President/CEO or the Director of Marketing and Public Relations.

4. Maintain the Confidentiality of Business Information and Records. All business records of DePelchin are proprietary and confidential, and certain records must be maintained in compliance with law. Federal and state law requires that DePelchin maintains certain business records for minimum periods of time. In addition, DePelchin often has a need to locate various business and corporate records on short notice. Therefore, you will limit your access and use of business and corporate records to that required to perform your duties as a DePelchin Representative, and you will not remove business or corporate records, or copies of such records, from DePelchin without the authorization of your supervisor.

5. Employees will avoid any action, whether or not specifically prohibited in the personnel policies, which might result in or reasonably be expected to create an appearance of giving preferential treatment to any person or entity.

DePelchin Children's Center is obligated to comply with requests for audits by its various contractors, funders, and regulators. Only designated persons in administrative departments can approve the release of any records or information requested by an outside auditor. Any requests that come directly to you must be referred directly to your supervisor.