

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

This Interlocal Agreement (the “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 Office of County Administration (the “Department”), and The Harris Center for Mental Health and IDD (“Provider” or “The Harris Center”), a Community Center and an Agency of the State of Texas, under the provisions of Chapter 534 of the Texas Health and Safety Code Ann., as amended, pursuant to the authority granted and in compliance with the provisions of the “Interagency Cooperation Act,” Texas Government Code, Ch. 771 *et. seq* and the “Interlocal Cooperation Act,” Texas Government Code, Ch. 791 *et. seq*. The County and The Harris Center are referred to herein collectively as the “Parties” and individually as a “Party.”

### **1) THE HARRIS CENTER’S OBLIGATIONS**

During the term of this Agreement, The Harris Center agrees to provide all necessary staff to operate the Community Assistance Referral Program (“CARP”). The Harris Center shall specifically offer services and referrals to mitigate the following possible causes of felony nonappearance:

1. lack of transportation
2. lack of childcare
3. lack of permanent housing
4. lack of access to a telephone or a computer while being processed out of the detention facility (Harris County Joint Processing Center)
5. confusion and misinformation about court dates
6. substance use disorders
7. mental health problems
8. lack of sufficient notice or understanding of procedures
9. medical emergencies

The Harris Center will teach each felony arrestee to find hearing dates and educational resources. The staff will refer clients to additional programs and resources, such as services through The Harris Center, including the Respite, Rehab Re-Entry programs, the federal Lifeline Program, or other community resources.

The Harris Center will provide branded folders that are easy to identify for clients to store paperwork. The folders should include relevant phone numbers, contact information, and websites such as MyHarrisCountyCase.com on the cover.

The Harris Center will report every month. Reporting should include all individuals who received services broken down by felony and misdemeanor cases. For each case, details about the services rendered will be provided. Reporting should also provide aggregate information about the total number of individuals seen with a mental health history, receiving Community Referrals, Requests

for Housing assistance, number of individuals currently receiving housing assistance, individuals with previous incarcerations in Harris County Jail, and referred to The Harris Center, including the 6160 South Loop East location. Reports should also be disaggregated by race and ethnicity.

The Harris Center will develop metrics to determine which referrals are most effective at improving appearance rates. The program should examine these issues, modify its strategies to prioritize referrals that are most effective at enhancing appearance rates, and present data, findings, and recommendations to the Department on or near the anniversary of the implementation of this agreement.

The Harris Center will be paid on a cost-reimbursement basis. Ideally, The Harris Center will purchase some of the supportive services at the start of the contract, but that will be for an agreed-upon amount.

2) **TERM**

The term of this Agreement shall begin upon the execution of the Parties and remain in full force and effect until December 31, 2025, unless earlier terminated in accordance with the provisions hereof. At the County's option, this Agreement may be renewed for four (4) additional one-year periods (each a "Renewal Term") under the same terms and conditions.

3) **THE HARRIS CENTER COMPENSATION**

- A) Provider understands and agrees that, in accordance with the Texas Constitution, the County is prohibited from paying Provider in advance for any of Services not yet rendered.
- B) Provider shall be compensated on a cost reimbursement basis.
- C) Provider agrees it is responsible for documentation of the Services performed under this Agreement. For the purpose of documenting Services, Provider staff shall maintain a log that reflects dates of service, beginning and end time of the Services provided, and contract activities delivered on that day. No later than 30<sup>th</sup> day after the end of each calendar month in which Services are performed under this Agreement, Provider shall submit an itemized monthly invoice for actual Services provided during the preceding month to the County in a form acceptable to the County Auditor. The billing statements shall be limited to work done and Services performed pursuant to this Agreement only, and Provider shall not include in such billing statements any work or Services performed, required to be performed, or billed under or pursuant to any other agreements with the County.

- D) Provider shall warrant that all billing data submitted is complete and truthful. The County will review each monthly invoice and statement and modify it as necessary and appropriate and thereafter forward the same to the County Auditor for payment. County reserves the right to withhold payment of any questionable charges or expenses allowing Provider to submit any necessary supporting documentation for the submitted invoice/charges in question. Any decision of the County Auditor is final and not subject to appeal in any administrative or judicial forum. County agrees to pay Provider within thirty (30) calendar days after receipt of the approved statement by the County Auditor.
- E) County shall have the right to review or audit the books, accounts and documents of Provider and its other Providers and agents relating to the monthly invoices and statements and records relating to Provider's professional billing and collection. Provider agrees to substantiate the costs invoiced to the County pursuant to this Agreement as may be required by County, the Harris County Auditor, third-party payors, or other external parties as provided herein.
- F) Payment Process.
  - i) On or about the last day of each calendar month during the term of this Agreement, Provider shall submit to the Harris County Auditor a sworn invoice for Services rendered in the preceding month and shall send a copy of said invoice to the Department. Each invoice shall be in a form acceptable to the County Auditor and, at a minimum, shall include such detail of the Services as may be requested by the County Auditor for verification purposes. The invoice must be in a form acceptable to the County Auditor and, at a minimum, include such detail as may be requested by the County Auditor for verification purposes.

All invoices with the appropriate backup documentation must be submitted to:

**Harris County Auditor  
1001 Preston 8<sup>th</sup> Floor  
Houston, Texas 77002  
Attn: Accounts Payable**

or

**VENDORINVOICES@AUD.HCTX.NET**

- ii) The invoices shall, at a minimum, include the day(s) and the time(s) that Provider's Personnel performed the Services, identification of the Personnel providing the Services and the identification of the persons receiving the Services. After receipt of an invoice, the Auditor will forward it to the

Managing Coordinator, who shall review and approve it with such modifications as may be deemed appropriate, and then return, with any modifications, to the County Auditor for payment.

- iii) The County shall have the right, at any reasonable time as determined by the Harris County Auditor, to make periodic audits and inspections of the Provider's records for all services pursuant to this Agreement. Provider agrees to retain its records within the boundaries of Harris County, Texas or to make the records available in Harris County within five (5) business days of the County's request in either physical or electronic form, at Provider's discretion.
- iv) The County shall pay each undisputed invoice within thirty (30) days of receipt thereof or from receipt of the Services for which such invoice pertains to, whichever is later. Invoices are subject to the County approval or acceptance of the deliverables, whichever is later and shall be processed and paid consistent with Texas Government Code chapter 2251. The County may exercise any and all rights to set off payment in the event of overpayment by the County or funds owed to the County under this Agreement. Upon payment approval, the County will forward payment to Provider by check or other mutually acceptable means to the Provider.
- v) Payments made by the County to Provider is intended to be full compensation for all costs, products, services, and work regarding the Services.

**4) LIMITATION OF APPROPRIATION**

- A) Provider understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Provider 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 Provider under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Thirty-Six Thousand Two Hundred and No/Dollars (\$36,200.00).
- B) Provider 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 Provider knows that the funds available will not cover the cost of the Services, Provider shall notify the County immediately.
- C) Subject at all times to the availability of Funds and the County's right to withhold payment of any questionable charges, the County shall pay each such undisputed

invoice in accordance with Texas state law. Upon approval of this Agreement by the Court, a Purchase Order will be issued in the contract amount.

- D) Provider understands and agrees, said understanding and agreement being of the absolute essence of this Agreement, that with regard to any Renewal Term or extension of this Agreement, the County has not certified 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 term, on the same terms and conditions of this Agreement.

5) **TERMINATION**

- A. Either Party may terminate this Agreement without cause, prior to the expiration of the term set forth above, upon thirty (30) days written notice to the other Party. The Department is authorized to give notice for County. Such notice must specify the effective date of termination and the County is only liable for those services actually completed up to the date of termination.
- B. The County may terminate this Agreement immediately and without prior notice, if Provider fails to perform any obligation found herein, if the failure:
- (i) created a potential threat to health or safety; or
  - (ii) violated a law, ordinance, or regulation designed to protect health or safety.
- C. Upon notice of termination, Provider shall stop work under the Agreement on the date and to the extent specified in the notice of termination.
- D. Within thirty (30) days after the effective date of such termination, the Provider will submit its termination statement for the month in which termination occurs showing in detail the Services performed under this Agreement up to and including the date of termination.
- E. The County agrees to pay Provider the proportion of the prescribed charges for Services actually performed under Agreement, less such payments on account of charges have previously been made.
- F. 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, epidemic, pandemic, 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.

**6) COMPLIANCE AND STANDARDS**

- A) Provider represents and warrants that it is capable and willing to provide the Services called for in the Agreement, and agrees to render the Services in accordance with the generally accepted standards applicable to the Services. Provider shall use that degree of care and skill commensurate with the profession to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services and Provider’s performance to be rendered hereunder. Provider represents that Provider and its personnel are fully qualified to perform the Services described in this Agreement.
- B) Provider represents that all personnel assigned to perform Services under this Agreement shall possess all special certifications, licenses, and accreditation required by law to perform these Services. Provider shall maintain, in good standing, appropriate accreditation and licensing as required to perform these Services through the State of Texas or other applicable licensing entities, during the term of this Agreement.
- C) Provider agrees to keep confidential the contents of all its discussions with County officials. Provider agrees to keep confidential the contents of all County records and all other information obtained during Provider’s performance of the Services under this Agreement. Provider shall not release any confidential information unless the County, in writing, authorizes the Provider to release specific information to any third parties.
- D) Provider shall not access any information it is not authorized to receive, nor shall Provider copy, recreate, or use any proprietary information or documents obtained in connection with this Agreement other than for the performance of this Agreement.
- E) Provider warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Provider’s ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.

- F) The Harris Center is an Agency under 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.
- G) The Harris Center warrants and represents 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.
- H) Conflict of Interest: Provider warrants and represents to the County that it 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, Provider warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this subcontract with the County and that Provider 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.
- I) Prior to execution of the Agreement, if applicable, Provider shall complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties." The Provider is a governmental entity and is not a business entity.
- J) Lobbying: Provider 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.A. § 1352 (2003), if at any time during the Agreement term funding to Provider exceeds \$100,000.00, Provider shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."
- K) No Federal Exclusion: Provider 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. Provider must immediately notify the County of any such exclusion or suspension. Provider 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. Provider warrants and represents that no person who has an ownership or controlling interest in Provider’s business or who is an agent or managing employee of Provider has been convicted of a criminal offense related to involvement in any federal program.

- L) 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. Provider shall cooperate with such examinations, studies, and audits and provide County with such records, data, documents, including all of Provider’s backup and support data for billings, and Provider shall provide access to such records, data, documents and personnel as are requested by County or the County Auditor. 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.
  
- M) Whistleblower Protection Act: Provider 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) and FAR 3.908. Provider 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, as described in section 3.908 of the Federal Acquisition Regulation. Provider shall insert the substance of this clause; paragraph M (“Whistleblower Protection Act”), in all subcontracts providing services under this Agreement.
  
- N) Unless otherwise stated in this Agreement, words which have well-known technical or industry meanings are used in accordance with such recognized meaning.



7) **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**“HIPAA”**

The purpose 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”). **This Section shall apply if and to the extent that Provider and any of Provider’s personnel, employees, agents, partners or subcontractors create, transmit, or otherwise take possession of any PHI hereunder, and in such case shall apply to such PHI so created, transmitted, or otherwise in the possession of Provider or Provider’s personnel, employees, agents, partners or subcontractors providing services under this Agreement.**

A) Definitions.

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

B) General.

- i) Provider 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) Provider 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 Provider's own expense.
- iii) Provider 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 Provider's services to the County. Compliance with this paragraph is at Provider'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. Provider represents that it is familiar with and is in compliance with the Privacy and Security Requirements, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.

D) Business Associate. Provider is a "Business Associate" of the County as that term is defined under the Privacy and Security Requirements.

- i) Nondisclosure of PHI. Provider agrees not to use or disclose PHI received from or on behalf of the County or created, compiled, or used by Provider 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. Provider agrees not to further use or disclose PHI or EPHI received from or on behalf of the County or created, compiled, or used by Provider 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 Provider 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. Provider 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) Safeguarding EPHI. Provider 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 Provider 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.
- v) Reporting Security Incidents. Provider agrees to report to the County any Security Incident immediately upon becoming aware of such. Provider 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.

If Provider determines that it is infeasible to reproduce the PHI or EPHI involved in the Security Incident, Provider agrees to notify the County in writing of the conditions that make reproduction infeasible and any information Provider has regarding the PHI or EPHI involved.

Provider agrees to cooperate in a timely fashion with the County regarding all Security Incidents reported to the County.

Provider agrees that the County will review all Security Incidents reported by Provider and the County, in its sole discretion, will take the following steps in response, to the extent necessary or required by law, including, but not limited to:

- a) notifying the individual(s) whose PHI or EPHI was involved in the Security Incident, either in writing, via telephone, through the media, or by posting a notice on the County's website, or through a combination of those methods, of the Security Incident;
  - b) providing the individual(s) whose PHI or EPHI was involved in the Security Incident with credit monitoring services for a period of time to be determined by the County, at no cost to the individuals; and
  - c) providing notice of the Security Incident, as required by law, to the Secretary of the United States Department of Health and Human Services ("HHS").
- vi) EPHI and Subcontractors. Provider 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 PHI or EPHI. Further, Provider agrees to give the County at least sixty (60) days advance notice of its intent to provide PHI or EPHI to an agent located outside of the United States.
- vii) Subcontractors and Agents. Provider shall require any subcontractor or agent to whom Provider provides PHI or EPHI received from or on behalf of the County or created, compiled, or used by Provider pursuant to this Agreement, to agree to the same restrictions and conditions that apply to Provider with respect to such PHI and EPHI.
- viii) 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.

- ix) Mitigation. Provider agrees to mitigate, to the extent practicable, any harmful effect that is known to Provider of a use or disclosure of PHI or EPHI by Provider, or by a subcontractor or agent of Provider, resulting from a violation of this Article, including violations of the Privacy and Security Requirements stated herein. Provider 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.
- x) Notice – Access by Individual. Provider 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, Provider 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.
- xi) Notice – Request for Amendment. Provider 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. Provider 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.
- xii) 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, Provider 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. Provider 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.
- xiii) HHS Inspection. Upon written request, Provider agrees to make available to HHS or its designee, Provider’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.
- xiv) County Inspection. Upon written request, Provider agrees to make available to the County and its duly authorized representatives during

normal business hours, Provider's internal practices, books, records and documents relating to the use and disclosure of confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the County in a time and manner designated by the County for the purposes of the County determining compliance with the Privacy and Security Requirements. Provider 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. Provider agrees to allow similar access to books, records, and documents related to contracts between Provider and organizations related to or subcontracted by Provider to whom Provider provides confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the County.

- xv) PHI or EPHI Amendment. Provider 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.
- xvi) Documentation of Disclosures. Provider 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.
- xvii) Termination Procedures. Upon termination of this Agreement for any reason, Provider agrees to deliver all PHI or EPHI received from the County or created, compiled, or used by Provider 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 Provider maintains PHI or EPHI from the County in any form. If Provider determines that transferring or destroying the PHI or EPHI is infeasible, Provider 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.
- xviii) Notice-Termination. Upon written notice to Provider, the County may terminate any portion of the Agreement under which Provider maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to Provider, the County may immediately terminate the entire Agreement if the County determines, at its sole discretion, that Provider has repeatedly violated a Privacy or Security Requirement.
- E) Survival of Privacy Provisions. Provider'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. To the fullest extent allowed by law, Provider agrees to indemnify and hold harmless the County and its Commissioners' Court, 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 Provider; or
  - ii) any negligent or wrongful acts or omissions of Provider 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) This Article survives the termination of this Agreement.

10) **INDEMNIFICATION**

**TO THE EXTENT PERMITTED BY LAW AND THE TEXAS CONSTITUTION, THE HARRIS CENTER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ALL**

**CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF THE HARRIS CENTER, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; COMMITTED BY THE HARRIS CENTER OR ANOTHER ENTITY OVER WHICH THE HARRIS CENTER EXERCISES CONTROL.**

**TO THE EXTENT PERMITTED BY LAW AND THE TEXAS CONSTITUTION, THE HARRIS CENTER SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY THE HARRIS CENTER.**

**TO THE EXTENT PERMITTED BY LAW, THE HARRIS CENTER SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITY, EXPENSE, JUDGMENT, SUIT, CAUSE OF ACTION, OR DEMAND FOR PERSONAL INJURY, DEATH, OR DIRECT DAMAGE TO TANGIBLE PROPERTY WHICH MAY ACCRUE AGAINST THE COUNTY TO THE EXTENT IT IS CAUSED BY THE NEGLIGENCE OF THE HARRIS CENTER WHILE PERFORMING SERVICES UNDER THIS AGREEMENT. COUNTY WILL GIVE THE HARRIS CENTER PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. COUNTY SHALL COOPERATE WITH THE HARRIS CENTER IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.**

**IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED DUE TO ANY ACT, ERROR, OR OMISSION COMMITTED BY THE HARRIS CENTER, THE HARRIS CENTER 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 RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.**



8) **INDEPENDENT PARTIES**

- A) The Services performed by Provider under this Agreement are performed by Provider as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Provider 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. Provider 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 Provider, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and Provider.
- B) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT THE HARRIS CENTER IS NOT AN INDEPENDENT CONTRACTOR, TO THE EXTENT PERMITTED BY LAW, THE HARRIS CENTER 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) Provider warrants that it will comply with all federal and state laws including but not limited to the Prompt Pay Act, in the payment of its workers.
- D) Provider is solely responsible for the payment of wages and any applicable benefits to workers for Services performed for the County. Provider 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 THE HARRIS CENTER. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO THE HARRIS CENTER'S WORKERS OR SUBCONTRACTORS. TO THE EXTENT PERMITTED BY LAW, THE HARRIS CENTER SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.**
- F) Provider'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. Provider and the workers furnished by Provider 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 Provider or Provider'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 Ann.*, as amended.
- B) Neither Party shall have the authority to enter into contracts or agreements on behalf of the other Party.

9) **AUDIT RIGHTS**

- A) **Audit Rights.** Provider shall cooperate to the fullest extent with any and all federal, state, local, or County audits related to this Agreement. Provider's cooperation shall include, but not be limited to access to all books, records, contracts, spreadsheets, correspondence, and documents, 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.** Provider agrees to retain within the boundaries of Harris County, for six (6) years after the expiration of this Agreement, all books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement. Provider will retain and make available, and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement.

10) **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"). Provider 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 Provider.
- 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 software, or any part thereof, or other information or data 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 Provider for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data 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 Provider's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Provider under this Agreement, then the County will promptly notify Provider of such request. Provider 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. Provider is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Provider 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. Provider affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any Provider 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 Provider and agents acting on behalf of Provider and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

11) **NOTICES**

Any notice permitted or 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, to a United States Post Office, addressed to the County at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) Business 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:

To The Harris Center:

The Harris Center for Mental Health  
and IDD  
Attn: Wayne Young, CEO  
9401 Southwest Freeway  
Houston, Texas 77074

With a copy to Contract Services

To County: Harris County Office of County  
Administration  
1001 Preston St. #500  
Houston, Texas 77002

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

**12) APPLICABLE LAW AND VENUE**

- A) The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds 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.
- C) The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in 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.

**13) 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 Provider upon request.
- B) The County is neither liable for any personal property taxes, charges, or fees assessed against Provider nor obligated to reimburse Provider for any taxes, charges, or fees assessed against Provider 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.

- D) 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.

**14) INSURANCE**

- A) The Provider 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 Provider. These requirements do not establish limits of the Provider's liability.

- i) All policies of insurance shall waive all rights of subrogation against the County, its officers, employees, and agents.
- ii) Upon request, certified copies of original insurance policies shall be furnished to the County.
- iii) The County reserves the right to require additional insurance as it deems it necessary.

- B) Provider 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 if applicable to the Project, 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.

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

- iii) Workers' Compensation (with Waiver of subrogation to the County) Employer's Liability, including all states, U.S. Longshoremens, Harbor Workers and other endorsements, if applicable to the Project, and in accordance with Texas state law.
- iv) 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.
- v) Umbrella Liability Policy: One Million Dollars (\$1,000,000.00) each occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate.
- vi) 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 A, which is attached hereto and incorporated herein by reference.

**15) CRIMINAL BACKGROUND CHECKS**

- A) Provider agrees to perform a criminal background check, in accordance with TEX. GOV'T CODE ANN. §§411.135, 411.136, as amended, and obtain a criminal history record on all personnel furnished or assigned to perform Services at County facilities. Provider warrants and represents that it will not assign any person:
  - i) who fails or refuses to provide information necessary to obtain a criminal background history; or
  - ii) whose criminal record information reveals a conviction or deferred adjudication that renders the person unqualified under state or federal law to perform services in a health care facility or unsuitable for assignment to County.
- B) County reserves the right, in its sole discretion, to have Provider remove any of its personnel from Detention Facilities.
- C) County reserves the right in the HCSO's discretion to require Provider's personnel to obtain an identification badge. Provider's personnel will cooperate in providing any information necessary for obtaining the badge. The identification badge will include a picture of the applicant. The identification badge is the sole property of the County and must be returned to the County upon personnel's termination of assignment or completion of Provider's obligations under this Agreement, whichever occurs first.

- D) County reserves the right to determine, at its sole discretion, the placement or continued placement of any of Provider's personnel. Any County concern regarding the suitability of Provider's employees will be satisfied promptly, up to and including removal from providing Services to the County if necessary.

**16) DRUG TESTING**

- A) **AT A MINIMUM, THE HARRIS CENTER AGREES TO REQUIRE ANY PERSONNEL PERFORMING SERVICES UNDER THIS AGREEMENT, ALL OF THE HARRIS CENTER'S EMPLOYEES, 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:**
- B) **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	2000 NG/ML

- C) **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	

<b>AMPHETAMINES</b>	<b>500 NG/ML</b>
<b>METHAMPHETAMINE</b>	<b>500 NG/ML</b>
<b>(SPECIMEN MUST ALSO CONTAIN AMPHETAMINE AT A CONCENTRATION OF &gt; 200 NG/ML)</b>	
<b>5. OPIATE METABOLITES</b>	
<b>CODEINE</b>	<b>2000 NG/ML</b>
<b>MORPHINE</b>	<b>2000 NG/ML</b>
<b>6-ACETYLMORPHINE</b>	<b>10 NG/ML</b>
<b>(6-AM IS ONLY TESTED WHEN MORPHINE CONCENTRATION EXCEEDS 2000 NG/ML)</b>	

- D) IF THE CONFIRMATION TEST IS A LEVEL GREATER THAN THE GC/MS CUT-OFF LEVEL ABOVE, PROVIDER AGREES NOT TO ASSIGN THE PERSON TO PERFORM ANY SERVICES UNDER THIS AGREEMENT.**
- E) THE HARRIS CENTER WARRANTS AND REPRESENTS THAT THE HARRIS CENTER WILL PERFORM DRUG TESTING ON ANY PERSONNEL PROVIDING SERVICES UNDER THIS AGREEMENT, AND THAT THESE PERSONNEL MUST PASS THE DRUG TESTING BEFORE PERFORMING SERVICES AS PROVIDED IN THIS AGREEMENT. THE HARRIS CENTER UNDERSTANDS AND AGREES THAT THE REQUIREMENT FOR ADMINISTRATION AND PASSAGE OF THE DRUG TESTING REQUIREMENTS OF THIS AGREEMENT APPLY TO BOTH NEW PERSONNEL AND ANY EXISTING PERSONNEL WHO ARE TRANSFERRED TO POSITIONS PERFORMING SERVICES UNDER THIS AGREEMENT AND THAT THE HCSO WILL NOT ACCEPT THE RESULTS OF ANY DRUG TESTING ADMINISTERED MORE THAN SIX (6) MONTHS PRIOR TO THE DATE THE PERSONNEL ENTER ANY FACILITY.**
- F) THE HARRIS CENTER UNDERSTANDS AND AGREES THAT FOLLOWING ANY INJURY, ACCIDENT OR WORKER'S COMPENSATION CLAIM INVOLVING ANY PERSONNEL PERFORMING SERVICES UNDER THIS AGREEMENT, THE HARRIS CENTER SHALL PERFORM DRUG TESTING USING THE PROCEDURES OUTLINED IN THIS AGREEMENT.**



**17) NO THIRD PARTY BENEFICIARIES**

- A) The County is not obligated or liable to any party other than Provider for the performance of this Agreement.
- B) Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party.
- C) 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 County with respect to any third party.

**18) ENTIRE AGREEMENT**

- A) This instrument contains the entire Agreement between the parties relating to the rights granted and obligation assumed. Any modifications concerning this Agreement are of no force and effect unless in writing and executed by both parties.
- B) This Agreement may be executed in multiple counterparts, each having equal force and effect of an original. This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of each governmental entity, as evidenced by the signature of the appropriate authority.

**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 Provider release any material or information developed in the performance of its Services without the express written permission of the County.

**20) SEVERABILITY**

In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

21) **INDEPENDENT PARTIES**

This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Each Party 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. Neither Party authority to bind or otherwise obligate the other Party orally, in writing or by any act or omission. Nothing contained herein shall establish an Provider, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between Harris County and Provider.

22) **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.

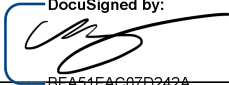
23) **WAIVER OF BREACH**

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

24) **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 Parties have executed this Agreement in multiple copies, each of which is an original.

**THE HARRIS CENTER FOR MENTAL HEALTH AND IDD**


DocuSigned by:  
  
By: BFA51FAC07D242A...  
**Wayne Young, MBA, LPC, FACHE**  
**Chief Executive Officer**

Date: 2/6/2024


**HARRIS COUNTY**

By: \_\_\_\_\_  
**LINA HIDALGO**  
**COUNTY JUDGE**

**APPROVED AS TO FORM:**

DocuSigned by:  
  
By: E7678EEC2CF045B...  
**Kendra Thomas, JD, LPC**  
**General Counsel**

**APPROVED AS TO FORM:**  
**CHRISTIAN D. MENEFEE**  
**COUNTY ATTORNEY**

By:   
**T. Scott Petty**  
**Senior Assistant County Attorney**  
**C.A. File 24GEN0027**

DS  


DS  


**EXHIBIT A**

**Certificate of Acord**

**(follows behind)**

ORDER OF COMMISSIONERS COURT  
Authorizing 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 \_\_\_\_\_, 2024, with all members present except \_\_\_\_\_.

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

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

Commissioner \_\_\_\_\_ introduced an order and made a motion that the same be adopted. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. 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 thus adopted follows:

**IT IS ORDERED** that County Judge be, and is hereby, authorized to execute for and on behalf of Harris County, an Agreement with The Harris Center for Mental Health and IDD to provide all necessary staff to operate the Community Assistance Referral Program (CARP) in regard to felony nonappearances. The Agreement is incorporated herein as though fully set forth 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.