

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

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This First Amendment to the Interlocal Agreement is made and entered into by and between Harris County (the “County”), acting through its Harris County Justice Administration Department (the “Department”) and The Harris Center for Mental Health and IDD (“The Harris Center”). The County and The Harris Center are referred to herein collectively as “Parties” and individually as a “Party.”

***Recitals***

On December 17, 2019, the County and The Harris Center entered into a Master Agreement (the “Agreement”) for the provision of mental health and developmental disability services in relation to orders pursuant to Article 16.22 of the Texas Code of Criminal Procedure (“Services”).

The Parties desire to amend the Agreement for the first time (“First Amendment”) to add certain language and appropriate additional funds.

***Terms***

**I.**

This First Amendment shall be governed by the Master Agreement, which is incorporated herein by reference as though fully set forth word for word.

**II.**

The following will be added to The Harris Center’s Scope of Services:

The Harris Center will provide all necessary staff to operate the General Order Bond Pilot program. The agency shall specifically provide services deemed as mitigating nonappearance as per the ODonnell Consent Decree. The agency shall provide a separate monthly itemized report to the Justice Administration Department specifically for clients receiving a misdemeanor General Order Bond.

The County hereby amends the Master Agreement to add **Two Hundred Fifty Thousand and No/Dollars (\$250,000.00)** in appropriated funds to cover the expanded scope of services.

III.

All other terms and provisions of the Master Agreement shall remain in full force and effect as originally written.

IV.

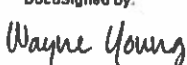
It is expressly understood and agreed that the Master Agreement is incorporated herein by reference. In the event of any conflict between the terms and provisions of this First Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, or any other terms and conditions, this First Amendment shall control.

V.

Execution. Multiple Counterparts: This First Amendment 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 First Amendment.

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

**HARRIS COUNTY**

DocuSigned by:  
  
By: SCDF2A7E52A04EA 11/9/2021  
WAYNE YOUNG, MBA, LPC, FACHE  
CHIEF EXECUTIVE OFFICER


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

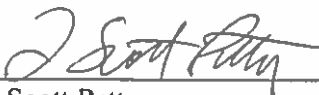
DS  
MJ

**APPROVED AS TO FORM:**

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

DS  
ST

DocuSigned by:  
  
By: E7678EEC2CF045B 11/9/2021  
KENDRA THOMAS, J.D. GENERAL  
COUNSEL

By:   
T. Scott Petty  
Assistant County Attorney  
C.A. File 21GEN3157

**ORDER OF COMMISSIONERS COURT**  
 Authorizing execution of an Amendment

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the \_\_\_\_ day of \_\_\_\_\_, 2021 with all members present except \_\_\_\_\_.

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

**ORDER AUTHORIZING EXECUTION OF THE FIRST AMENDMENT TO THE  
 INTERLOCAL 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. Cagle	<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 Lina Hidalgo be, and is hereby, authorized to execute for and on behalf of Harris County, the First Amendment to the Interlocal Agreement between Harris County and The Harris Center for Mental Health and IDD; for the purpose of adding certain language and appropriating an additional Two Hundred Fifty Thousand and No/Dollars (\$250,000.00); under the same terms and conditions specified in the Master Agreement and this First Amendment. The Master Agreement and First Amendment are 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.



# HARRIS COUNTY, TEXAS

## JUSTICE ADMINISTRATION DEPARTMENT

*Jim Bethke, Director*  
1115 Congress St., 6<sup>th</sup> floor  
Houston, TX 77002  
(832) 927-6990

### Vote of the Court:

Yes No Abstain

Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. A. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

December 13, 2019

The Honorable Judge Lina Hidalgo  
And Members of Commissioners Court  
Harris County Administration Building  
Houston, Texas 77002

To the Honorable Members of Commissioners Court:

Enclosed for your consideration and approval is: (1) a copy of a Notice of a Public Hearing to be held December 17, 2019 during the regular course of Commissioners Court on the Interlocal Agreement between Harris County and the Harris Center for Mental Health and IDD Fee Schedule (the "Fee Schedule"); and (2) the Interlocal Agreement between Harris County and the Harris Center for Mental Health and IDD (the "Agreement").

An Ad Hoc workgroup was created through the Criminal Justice Coordinating Council on August 15, 2019 to address changes to Article 16.22 of the Code of Criminal Procedure and make recommendations on implementation and a fee schedule. The work group consisted of Wayne Young, Director of the Harris Center, Judge Darrell Jordan, staff from the Harris Center and staff from various Harris County agencies, including: District Courts, County Courts, District Clerk's Office, District Attorney's Office, Public Defender's Office, County Attorney's Office, and the Sheriff's Office.

On October 17, 2019, the Criminal Justice Coordinating Council approved the recommendations from the Ad Hoc workgroup to present to Commissioners Court an Interlocal Agreement and a Fee Schedule for review, a public hearing and approval.

The enclosed documents have been reviewed and approved by the County Attorney's Office.

A public hearing date of December 17, 2019 is respectfully requested

Respectfully submitted,

  
Jim Bethke  
Director  
Justice Administration Department

Presented to Commissioners Court


DEC 17 2019  
APPROVE E/G  
Recorded Vol      Page     

Revd 1019 agmt

II. 1

RECEIVED

2019 DEC 13 AM 10:58

  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

**NOTICE OF A PUBLIC HEARING ON THE INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE HARRIS CENTER FOR MENTAL HEALTH AND IDD FEE SCHEDULE (THE "FEE SCHEDULE").**

**NOTICE IS HEREBY GIVEN THAT, ON DECEMBER 17, 2019 AT 10:00AM, A PUBLIC HEARING WILL BE HELD BY THE HARRIS COUNTY COMMISSIONERS COURT, IN THE COMMISSIONERS COURTROOM AT THE HARRIS COUNTY ADMINISTRATION BUILDING: 1001 PRESTON, 9<sup>TH</sup> FLOOR, HOUSTON, TEXAS. THE PURPOSE OF THE HEARING IS TO HEAR ALL INTERESTED PERSONS AND TO DETERMINE WHETHER THE GENERAL WELFARE OF THE PEOPLE OF HARRIS COUNTY WILL BE PROMOTED BY THE ADOPTION OF THE FEE SCHEDULE.**

**FOR FURTHER INFORMATION CONCERNING THIS HEARING AND PROPOSED FEE SCHEDULE, CONTACT THE FOLLOWING:**

**HARRIS COUNTY JUDGE  
LINA HIDALGO  
1001 PRESTON, 9<sup>TH</sup> FLOOR  
HOUSTON, TX 77002  
713-274-7000**

ORDER OF COMMISSIONERS COURT

Order Establishing a Public Hearing to Consider Adoption of a Fee Schedule for Mental Health and Intellectual Developmental Disability Services

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 DEC 17 2019, 2019, with all members present except none

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

**ORDER ESTABLISHING A PUBLIC HEARING TO CONSIDER ADOPTION OF A FEE SCHEDULE FOR MENTAL HEALTH AND INTELLECTUAL DEVELOPMENTAL DISABILITY SERVICES**

Commissioner Ellis introduced an order and made a motion that the same be adopted. Commissioner A. Garcia 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input checked="" 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 the Harris County Commissioners Court that, in accordance with Article 16.22(a-1) of the Texas Code of Criminal Procedure, as amended, a public hearing will be conducted on December 17, 2019, to adopt a fee schedule for the costs associated with the provision of mental health and intellectual developmental disability services in relation to orders issued pursuant to Article 16.22 of the Texas Code of Criminal Procedure, and after adoption having an effective date of December 17, 2019.

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

Presented to Commissioners Court

DEC 17 2019  
APPROVE E/G  
Recorded Vol. \_\_\_\_\_ Page \_\_\_\_\_

## **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 Harris County Sheriff's Office ("HCSO"), and The HARRIS CENTER for Mental Health and IDD ("Agency" 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. (Vernon 1992), 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."

### ***Recitals***

The County desires to contract with the Agency for the provision of mental health and intellectual developmental disability ("IDD") services in relation to orders issued pursuant to Article 16.22 of the Texas Code of Criminal Procedure ("Services") to inmates booked into the Harris County Jail or housed in the detention facilities operated by the HCSO ("Detention Facilities") or while out on bond ("Bonded Defendants").

Agency represents that Agency and each person who shall perform the Services is fully qualified and capable of performing the Services and that they hold all certifications, licenses, and qualifications necessary to perform the Services.

The Parties agree that a public purpose will be served by the performance of the Services.

Parties agree that all funds used under this Agreement will be taken from current fiscal funds.

### ***Terms***

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

A) During the term of this Agreement, The HARRIS CENTER agrees:

- i. To provide the Services in the Detention Facilities and to the Bonded Defendants in accordance with the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.
- ii. To provide the number of licensed and qualified providers ("Providers") referenced in the 16.22 Payment Structure as detailed in Exhibit B attached hereto and incorporated herein by reference to provide the Services within the statutory timeframe as required by Article 16.22 of the Texas Code of Criminal Procedure.

- iii. Agency shall provide an itemized monthly report, subject to audit by the County, to include but not limited to, Harris County Auditor's Office, Office of Court Management, and/or the Administrative office of the District Court providing a list of completed reports to include, but not limited to:
  - i. defendant name, SPN, and Cause No.;
  - ii. date and time the 16.22 order was issued by the magistrate;
  - iii. date, time, and location the face-to-face interview or video interview took place;
  - iv. date and time the 16.22 report was completed and submitted to the issuing court; and
  - v. any other information requested by the County.
- iv. To provide all requested reports and other information reasonably requested of Agency by the County, including the HCSO, Harris County Commissioners Court, and the County Auditor, that the County deems beneficial or that will assist the County in monitoring and assessing Agency's performance under this Agreement.
- v. To require all Agency Providers providing the Services to follow the administrative policies, procedures, rules, and regulations of the HCSO and the County, including but not limited to those for security, confidentiality, and contagious illnesses, while present at the Detention Facilities. If any Providers fail to follow any jail policies, rules or regulations or such Provider is not acting in the best interest of the jail, as determined by the Sheriff or his designee, then such Provider will be removed by the Agency and replaced with a new fully qualified, licensed Provider.
- vi. To ensure that each Provider or other allied health professional assigned to perform Services under this Agreement is duly licensed in accordance with the licensure requirements set forth by the professional licensing authorities of the State of Texas and complies with the following standards, license, and certification requirements a copy of each license is provided to the County before access to the Detention Facility is granted.
  - a. Agency shall comply with all Texas Department of State Health Services rules, regulations, and licensing requirements including those that set forth the standards of patient care for community mental health and mental retardation centers, inpatient mental health facilities and mental hospitals.
  - b. Agency shall provide Services under this Agreement in a manner consistent with standards for quality patient care and in accordance with Texas and Federal law and the standards established by



appropriate accrediting agencies. Agency and its agents providing Services under this Agreement must provide Services in a manner consistent with the rules, regulations, statutes, or standards of appropriate accrediting agencies, the Department of Health and Human Services, all Texas, federal, and local governmental agencies or bodies that exercise authority over the operation of the Detention Facilities and Services, and all rules and regulations of the County and/or Sheriff; all of the above being reasonable and necessary to maintain appropriate accreditation and any third-party payment certification. Agency shall obtain and maintain all necessary Texas, federal and local licenses and permits required for its provision of services within the Detention Facilities consistent with such licensing, accreditation, and professional standards. Agency shall require Providers providing Services under this Agreement to comply with all policies, procedures, rules, and regulations of the County and/or HCSO relating to the provision of services in the Detention Facilities.

- c. Agency expressly agrees to inform the County, in writing, of any pending investigation of Agency or of a Provider providing Services under this Agreement conducted by or on behalf of the Texas Medical Board or any other state board of examiners or state regulatory or accrediting body. Agency further agrees to ensure that each Provider or Contract Provider providing Services under this Agreement shall annually provide the County with a copy of his/her file from the National Practitioner Data Bank and/or such other documentation as the County finds applicable.
- d. Agency expressly agrees to promptly inform the County, in writing, of any adverse professional review action that is taken by a health care entity or professional society and that is based on the professional competence or professional conduct of Agency or for a Provider providing Services under this Agreement, and the County may, at its sole option, instruct Agency to remove such Provider promptly from the Services under this Agreement, upon notice of the adverse professional review action.
- e. If at any time Agency's state contract is suspended or revoked, or if Agency becomes excluded, debarred, or suspended from any federal program this Agreement terminates automatically effective on the date of the suspension, revocation, exclusion, and Agency must submit a final formal statement in the manner set out above requesting payment. Agency is not entitled to receive payment under this Agreement for Services performed by a Provider who has been excluded, debarred, suspended under a federal program.

- f. Agency understands and agrees that if at any time any required license or certification held by one of its Providers providing Services under this Agreement expires or is suspended or revoked in Texas, Agency shall promptly inform the County and stop using that person or entity to provide Services under this Agreement.
- g. Agency acknowledges and agrees that all Providers and other personnel appointed or provided by Agency to provide Services under this Agreement are subject to review and approval by HCSO or the County. Should any such person assigned by Agency fail to meet the expectations of HCSO or the County, HCSO or the County will recommend in writing to Agency that such person be removed, and Agency will forthwith remove such person from the provision of Services under this Agreement and replace that person with a person acceptable to the County. Agency further agrees to participate, to the extent requested by the County, in any quality assurance or peer review proceeding or committee involving any Provider providing Services under this Agreement and further, at the request of the County, to initiate its own peer review or quality assurance review regarding any incident at the Detention Facilities or any Provider providing Services under this Agreement.

2) **TERM**

The term of this Agreement shall begin upon the execution of the Parties and remain in full force and effect for twelve (12) consecutive months, unless earlier terminated in accordance with the provisions hereof. At the County's sole option, the term is renewable for four (4) consecutive one-year periods (each a "Renewal Term") upon the same terms and conditions specified in this Agreement.

3) **THE HARRIS CENTER COMPENSATION**

- A) Agency understands and agrees that, in accordance with the Texas Constitution, the County is prohibited from paying Agency in advance for any of Services not yet rendered.
- B) Agency shall be compensated in compliance with Exhibit B for TCOOMMI forms completed after and only as a direct result of a magistrate's issuance of a 16.22 order and the completion of a face-to-face interview or video interview. No compensation shall be paid to Agency under this Agreement for any services performed prior to the issuance of a 16.22 order. The TCOOMMI forms to be

used in the Services under this Agreement shall be the form attached hereto as Exhibit C and incorporated herein by reference.

- C) Agency agrees it is responsible for documentation of the Services performed under this Agreement. For the purpose of documenting Services, Agency 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, Agency 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 Agency 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) Agency shall maintain auditable records (i) identifying the Providers actually providing coverage, (ii) identifying the inmate or Defendant receiving Services, and (iii) verifying each encounter or episode of Service, and time that each Provider was physically present in the Sheriff's facility, providing coverage reflected on the monthly invoices. Agency 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 Agency 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 Agency within 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 Agency and its other Providers and agents relating to the monthly invoices and statements and records relating to Agency's professional billing and collection. Agency 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, Agency 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 HCSO. 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@HCTX.NET**

- ii) The invoices shall, at a minimum, include the day(s) and the time(s) that Agency'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 Agency's records for all services pursuant to this Agreement. Agency 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 Agency'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 Agency by check or other mutually acceptable means to the Agency.
- v) Payments made by the County to Agency is intended to be full compensation for all costs, products, services, and work regarding the Services.

#### 4) LIMIT OF APPROPRIATION

- A) Agency understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Agency may become entitled to for the Services performed under this Agreement and the total maximum sum that the County shall become liable to pay to Agency under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of One Million Five Hundred Thousand and No/Dollars (\$1,500,000.00), as certified available by the Harris County Auditor as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent.
- B) Consideration. The Parties agree that the Agency provided the same services as specified in this Agreement, between September 1, 2019 through November 30, 2019, and as full compensation for rendered services, the County agrees to pay Forty-Three Thousand Six Hundred and Five No/Dollars (\$43,605.00) which is calculated at the rate of Eighty-Five (\$85.00) Dollars per completed assessment during the stated time period hereinabove. The Agency understands and agrees that this compensation is part of, not in addition to, the One Million Five Hundred Thousand and No/Dollars (\$1,500,000.00) stipulated in subsection A of this Limit of Appropriation.

Interviews Breakdown				
	September	October	November	Totals
Completed Orders:	82	364	*257	446
Non-Billable:	3	187		190
Billable:	79	177		256
Amount Billed:	\$ 6,715.00	\$ 15,045.00	\$21,845	\$ 43,605.00

*estimate*

\* November number is incomplete and is an estimate to date.

- C) Agency understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Agency may become entitled to hereunder, and the total maximum sum that the County shall become liable to pay to Agency hereunder, shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified by the Purchase Order. Any Services performed or expenses incurred by the Agency prior to the issuance of a Purchase Order are at the Agency's own expense save and except those funds paid for services as outlined herein above in paragraph B and are not reimbursable. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to the funds on the Purchase Order; and that when all the funds so certified are expended, Agency's sole and exclusive remedy shall be to terminate this Agreement.

- D) If the Services and charges to be provided for will equal or exceed the amount certified available, Agency will notify the County immediately. If the amount certified is depleted prior to the end of the term of this Agreement, Agency may terminate all Services hereunder upon the total depletion of the certified funds unless the County, at its sole option and subject to the availability of Grant Funds or General Funds, certifies additional funds, as evidenced by a written amendment to this Agreement and the Purchase Order, in which event Agency shall continue to provide the Services herein specified to the extent funds are available.
- E) Harris County understands and agrees that all Services contemplated hereunder shall immediately cease, terminate or reduces as appropriate to available funding in conformity with the mandated Limit of Appropriation provision as provided herein. For avoidance of doubt, the Agency will not provide any Services past the approved Not To Exceed amount stated herein and above unless hereafter amended by written instruments signed by both Parties establishing an increase to the purchase order.
- F) With regard to any renewal or extension of this Agreement, the County has not allocated any funds for any renewal or extension period beyond the current fiscal year. Therefore, if the County exercises any renewal option, the renewal is subject to the future allocation and certification of funds and subject to the availability of Grant Funds for the renewal period and in accordance with the terms and conditions of this Agreement. Failure to certify funds or to certify sufficient funding or receive Grant Funds for any reason shall not be considered a breach 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 Administrative Office of the District Courts 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 Agency 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.
  - (iii) Fails to comply with the security addendum attached hereto as Exhibit D

and incorporated herein by reference

- C. Upon notice of termination, Agency 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 Agency 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 Agency the proportion of the prescribed charges for Services actually performed under Agreement, less such payments on account of charges have previously been made. County agrees to pay Agency for any work performed according to the rates listed in Exhibit B.
- 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, 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) Agency 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. Agency 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 Agency's performance to be rendered hereunder. Agency represents that Agency and its personnel are fully qualified to perform the Services described in this Agreement.
- B) Agency 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. Agency 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) Agency agrees to keep confidential the contents of all its discussions with County officials. Agency agrees to keep confidential the contents of all County records and all other information obtained during Agency's performance of the Services under this Agreement. Agency shall not release any confidential information unless the County, in writing, authorizes the Agency to release specific information to any third parties.
- D) Agency shall not access any information it is not authorized to receive, nor shall Agency copy, recreate, or use any proprietary information or documents obtained in connection with this Agreement other than for the performance of this Agreement.
- E) Agency warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Agency's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- F) Agency warrants and represents that it is registered with the Texas Secretary of State to transact business in Texas, and is current on all state and local fees and taxes, including but not limited to Franchise Account Status of "in good standing" with the Texas Comptroller of Public Accounts.
- G) 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: Agency 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, Agency 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 Agency has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.



- I) Prior to execution of the Agreement, Agency shall complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties." Agency warrants and represents that all the information on the form will be complete and accurate as of the date the Form is provided.
- J) Lobbying: Agency shall not use County funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the Agreement term funding to Agency exceeds \$100,000.00, Agency shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."
- K) No Federal Exclusion: Agency warrants and represents that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) - Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Agency must immediately notify the County of any such exclusion or suspension. Agency warrants and represents that it is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with the County. Agency warrants and represents that no person who has an ownership or controlling interest in Agency's business or who is an agent or managing employee of Agency has been convicted of a criminal offense related to involvement in any federal program.
- L) Prior to execution of the Agreement, Agency shall complete the Criminal Justice Information Services ("CJIS") Security Addendum, in accordance with applicable federal and state law. The CJIS Security Addendum is attached hereto as Exhibit D and incorporated by reference.
- M) County and its designee shall have the right to conduct examinations, studies and audits of the services, payments, and efficiencies provided under this Agreement, and County may make such examinations, studies, and audits at any time whether before or after payment. Agency shall cooperate with such examinations, studies, and audits and provide County with such records, data, documents, including all of Agency's backup and support data for billings, and Agency shall provide access to such records, data, documents and personnel as are requested by County or the County Auditor. 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.

- N) Whistleblower Protection Act: Agency understands and agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. Agency shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. Agency shall insert the substance of this clause; paragraph M ("Whistleblower Protection Act"), in all subcontracts providing services under this Agreement.
- O) 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 Agency and any of Agency'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 Agency or Agency'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 Agency from or on behalf of the County.
- iii) Electronic Protected Health Information ("EPHI") 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 EPHI, or interference with the systems operations in an information system, including, but not limited to, information systems containing EPHI. This definition includes, but is not limited to, lost or stolen transportable media devices (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 EPHI.

B) General.

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

- C) Representation. Agency represents that it is familiar with and is in compliance with the Privacy and Security Requirements, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.

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

- a) a brief description of what happened, including the dates the Security Incident occurred and was discovered;
- b) a reproduction of the PHI or EPHI involved in the Security Incident; and
- c) a description of whether and how the PHI or EPHI involved in the Security Incident was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal.

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

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

Agency agrees that the County will review all Security Incidents reported by Agency 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. Agency shall require any agent to whom it provides PHI or EPHI, including a subcontractor, to agree to implement reasonable and appropriate safeguards to protect such PHI or EPHI. Further, Agency 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.** Agency shall require any subcontractor or agent to whom Agency provides PHI or EPHI received from or on behalf of the County or created, compiled, or used by Agency pursuant to this Agreement, to agree to the same restrictions and conditions that apply to Agency 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.** Agency agrees to mitigate, to the extent practicable, any harmful effect that is known to Agency of a use or disclosure of PHI or EPHI by Agency, or by a subcontractor or agent of Agency, resulting from a violation of this Article, including violations of the Privacy and Security Requirements stated herein. Agency also agrees to inform the County in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.
- x) **Notice – Access by Individual.** Agency agrees to notify the County in writing within three (3) business days of any request by an individual for access to the individual's PHI or EPHI and, upon receipt of such request, direct the individual to contact the County to obtain access to the individual's PHI. Upon request by the County, Agency agrees to make available PHI and EPHI to the County or, as directed by the County, to an individual in accordance with 45 C.F.R. § 164.524.
- xi) **Notice – Request for Amendment.** Agency agrees to notify the County in writing within three (3) business days of any request by an individual for an amendment to the individual's PHI or EPHI and, upon receipt of such request from the individual, direct the individual to the County to request an amendment of the individual's PHI or EPHI. Agency agrees to make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to or directed by the County in accordance with 45 C.F.R. § 164.526.
- 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, Agency agrees to notify the County in writing within three (3) business days of any such request, and upon receipt of such request from the individual, direct the individual to the County for an accounting of the disclosures of the individual's PHI or EPHI. Agency agrees to make

available upon request the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pursuant to 45 C.F.R. § 164.528(a), an individual has a right to receive an accounting of certain disclosures of PHI or EPHI in the six (6) years prior to the date on which the accounting is requested.

- xiii) **HHS Inspection.** Upon written request, Agency agrees to make available to HHS or its designee, Agency's internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from, or created or received on behalf of, the County, in a time or manner designated by HHS for purposes of HHS determining the County's compliance with the Privacy and Security Requirements.
- xiv) **County Inspection.** Upon written request, Agency agrees to make available to the County and its duly authorized representatives during normal business hours, Agency'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. Agency agrees to allow such access until the expiration of six (6) years after the services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later. Agency agrees to allow similar access to books, records, and documents related to contracts between Agency and organizations related to or subcontracted by Agency to whom Agency 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.** Agency agrees to incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by the County pursuant to this Agreement when notified by the County that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the Privacy and Security Requirements.
- xvi) **Documentation of Disclosures.** Agency agrees to document disclosure of PHI or EPHI and information related to such disclosures as is necessary for the County to respond to a request by an individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. § 164.528, as amended.
- xvii) **Termination Procedures.** Upon termination of this Agreement for any reason, Agency agrees to deliver all PHI or EPHI received from the County or created, compiled, or used by Agency pursuant to this

Agreement within thirty (30) days from the date of termination, or, if specially requested to do so by the County in writing, to destroy all PHI or EPHI within the time frame determined by the County, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when Agency maintains PHI or EPHI from the County in any form. If Agency determines that transferring or destroying the PHI or EPHI is infeasible, Agency agrees:

- a) to notify the County of the conditions that make transfer or destruction infeasible;
- b) to extend the protections of this Article to such PHI or EPHI; and
- c) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return or transfer to the County, or destruction infeasible.

xviii) Notice-Termination. Upon written notice to Agency, the County may terminate any portion of the Agreement under which Agency maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to Agency, the County may immediately terminate the entire Agreement if the County determines, at its sole discretion, that Agency has repeatedly violated a Privacy or Security Requirement.

E) Survival of Privacy Provisions. Agency's obligations with regard to PHI and EPHI shall survive termination of this Agreement.

F) Amendment Related to Privacy and Security Requirements. The Parties agree to take such action as is necessary to amend this Agreement if the County, in its reasonable discretion, determines that amendment is necessary for the County to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this Article shall be resolved to permit the County to comply with the Privacy and Security Requirements.

G) Indemnification. To the fullest extent allowed by law, Agency 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 Agency; or



- ii) any negligent or wrongful acts or omissions of Agency or its employees, directors, officers, subcontractors, or agents, relating to the Privacy and Security Requirements, including failure to perform their obligations under the Privacy and Security Requirements.

H) This Article survives the termination of this Agreement.

10) **INDEMNIFICATION**

**TO THE EXTENT PERMITTED BY LAW, 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, OR ANOTHER ENTITY OVER WHICH THE HARRIS CENTER EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY THE HARRIS CENTER OR ANOTHER ENTITY OVER WHICH THE HARRIS CENTER EXERCISES CONTROL.**

**TO THE EXTENT PERMITTED BY LAW, 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 OR ANOTHER ENTITY OVER WHICH THE HARRIS CENTER EXERCISES CONTROL.**

**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 OR ANOTHER ENTITY OVER WHICH THE HARRIS CENTER EXERCISES CONTROL, 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 OR ANOTHER ENTITY OVER WHICH THE HARRIS CENTER EXERCISES CONTROL, 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.**

**COUNTY 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.**

**11) INDEPENDENT PARTIES**

- A) The Services performed by Agency under this Agreement are performed by Agency as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Agency shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Agency has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and Agency.
- B) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT 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) Agency 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) Agency is solely responsible for the payment of wages and any applicable benefits to workers for Services performed for the County. Agency shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas.

- E) **THE COUNTY'S PAYMENT IS TO 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) Agency's workers are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan or any other benefit plan. Agency and the workers furnished by Agency shall not be entitled to any fringe benefits or similar benefits afforded to employees of the County. The County is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Article shall survive the expiration or termination of this Agreement.
- G) The County is not responsible to Agency or Agency's workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the *Texas Labor Code Ann.*, as amended.
- B) Neither Party shall have the authority to enter into contracts or agreements on behalf of the other Party.

12) **AUDIT RIGHTS**

- A) **Audit Rights.** Agency shall cooperate to the fullest extent with any and all federal, state, local, or County audits related to this Agreement. Agency'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.** Agency 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. Agency 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.

**13) TEXAS PUBLIC INFORMATION ACT**

- A) The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended (the "Act"). Agency expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of Agency.
- B) It is expressly understood and agreed that the County, its officers, and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any 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 Agency 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 Agency's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Agency under this Agreement, then the County will promptly notify Agency of such request. Agency may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Agency is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Agency is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.
- D) Electronic Mail Addresses. Agency affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Agency and agents acting on behalf of Agency and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

**14) 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 Agency 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 Judge's Office  
1001 Preston, 9<sup>th</sup> Floor  
Houston, Texas 77002

With a copy to:

Harris County Budget Office  
1001 Preston  
Houston, Texas 77002

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

**15) 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.

**16) TAXES AND CHARGES**

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

**17) INSURANCE**

- A) The Agency shall, at all times during the term of this Agreement, maintain insurance coverage with not less than the type and requirements in this Article. Such insurance is to be provided at the sole cost of the Agency. These requirements do not establish limits of the Agency's liability.
  - i) All policies of insurance 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) Agency shall maintain at a minimum:

- i) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and 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. Longshoremen, 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 E, which is attached hereto and incorporated herein by reference.

#### **18) CRIMINAL BACKGROUND CHECKS**

- A) Agency 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. Contractor 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 Agency remove any of its personnel from Detention Facilities.
- C) County reserves the right in the HCSO's discretion to require Agency's personnel to obtain an identification badge. Agency'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 Agency'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 Agency's personnel. Any County concern regarding the suitability of Agency's employees will be satisfied promptly, up to and including removal from providing Services to the County if necessary

19) **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:**



<b><u>SUBSTANCES</u></b>	<b><u>EMIT CUT-OFF LEVEL</u></b>
<b>1. MARIJUANA METABOLITES</b>	<b>50 NG/ML</b>
<b>2. COCAINE METABOLITES</b>	<b>300 NG/ML</b>
<b>3. PHENCYCLIDINE (PCP)</b>	<b>25 NG/ML</b>
<b>4. AMPHETAMINES 1000</b>	<b>1000 NG/ML</b>
<b>5. OPIATE METABOLITES</b>	<b>2000 NG/ML</b>

- 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:**

<b><u>SUBSTANCES</u></b>	<b><u>GC/MS CUT-OFF LEVEL</u></b>
<b>1. MARIJUANA METABOLITES</b>	<b>15 NG/ML</b>
<b>2. COCAINE METABOLITES</b>	<b>150 NG/ML</b>
<b>3. PHENCYCLIDINE (PCP)</b>	<b>25 NG/ML</b>
<b>4. AMPHETAMINES</b>	
<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, CONTRACTOR 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.

20) **NO THIRD PARTY BENEFICIARIES**

- A) The County is not obligated or liable to any party other than Agency for the performance of this Agreement.
- B) 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.

**12) PUBLIC CONTACT**

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

**18) 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.

**19) 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 agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between Harris County and Agency.

**20) 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.

**21) 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.

**22) 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.

[EXECUTION PAGE FOLLOWS]

THE HARRIS CENTER FOR MENTAL  
HEALTH AND IDD

By: Wayne Young  
Wayne Young, MBA/LPC, FACHE

Date: 12/17/19

APPROVED AS TO FORM:

By: Kendra Thomas  
Kendra Thomas  
General Counsel

HARRIS COUNTY

By: Linda Hidalgo  
LINDA HIDALGO  
COUNTY JUDGE

Date: DEC 17 2019

APPROVED AS TO FORM:  
VINCE RYAN  
COUNTY ATTORNEY

By: DeAnne A. Lin  
DeAnne A. Lin  
Assistant County Attorney  
C.A. File 19GEN2372

**EXHIBIT A**

**Scope of work**

**(follows behind)**

**EXHIBIT A**

**Scope of work**

**(follows behind)**

## **Scope of Work**

### **JAIL SERVICES**

- Any TCOOMMI form completed or partially completed by the gathering of information prior to the date and time of a magistrate's issuance of an Article 16.22 order will NOT be billed.
- Any TCOOMMI form otherwise completed or partially completed prior to the date and time of a magistrate's issuance of a 16.22 order will NOT be billed.
- Any TCOOMMI form completed from previously completed clinical assessments and/or from other previously-existing patient information will NOT be billed.
- If a patient has been seen or is in a queue to be seen by Mental Health Staff after incarceration but prior to a magistrate's issuance of the Article 16.22 Order, the later completion of a TCOOMMI form will NOT be billed.
- If, after incarceration but prior to a magistrate's issuance of the Article 16.22 Order, a patient has been referred to be seen by Mental Health staff prior to placement on a housing floor, the later completion of a TCOOMMI form will NOT be billed.
- Any TCOOMMI form completed without a face-to-face or video interview will NOT be billed.
- Any TCOOMMI form that is completed after and as only as a direct result of a magistrate's issuance of an Article 16.22 order and face-to-face interview or video interview WILL be billed.
  - Examples:
    - The patient has not been referred to be seen by Mental Health Staff prior to a magistrate's issuance of the Article 16.22 order. After issuance of an Article 16.22 order, a face-to-face interview must be completed. This is a billable item.
    - Prior to a magistrate's issuance of an Article 16.22 order, the patient was scheduled to be seen by Mental Health Staff for a date and time which ultimately falls more than 96 hours after issuance of an Article 16.22 order. The statutory requirements (96 hours) of the 16.22 Order causes the patient to be seen prior to the scheduled appointment. The patient will then be seen by Article 16.22 staff to complete the interview and report prior to the



scheduled Mental Health appointment. This is a billable item. (Assessment must occur within 96 hours of the issuance of the magistrate's order).

- The patient has a clinical assessment completed but the competency questions are not completed. A face to face interview and report must then be completed for the Article 16.22 order and is a billable item.

### **COURT/COMMUNITY SERVICES ("Bonded Defendants")**

- Any TCOOMMI form completed as a result of an Article 16.22 interview ordered at first hearing or otherwise completed pursuant to a face-to-face interview after release (bonded out before magistrate's order). This is a billable item.
- Any TCOOMMI form completed as a result of an Article 16.22 order is a billable item and the interview will be completed at a clinic location or Court, face-to-face.
- Any TCOOMMI form completed without a face-to-face interview will NOT be billed.
- At least three attempts will be made to complete all ordered Article 16.22 interviews and reports when the patient has been released from custody. (An interview must occur within 30 days of release).

### **REPORT CONTENTS**

- The written report must include a description of the procedures used in the interview and collection of other information and the applicable expert's observations and findings pertaining to:
  - whether the defendant is a person who has a mental illness or is a person with an intellectual disability;
  - whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination; and
  - any appropriate or recommended treatment or service.

**EXHIBIT B**

**16.22 Payment Structure**

**(follows behind)**

Interviews	Initial Costs	Incremental Increase (Increased Staffing)	Staffing Description	Estimated 5% Administrative Costs	New Total
0 - 11,520	\$ 985,633.00	\$ -	3 LPHAs, 8 QMHPs, 1 Forensic Coor 1 Program Mgr	\$ 49,281.65	#####
11,512 - 12,960	#####	\$ 221,491.00	4 LPHAs, 9 QMHPs, 1 Forensic Coor , 1 Program Mgr, 1 Ct Liaison	\$ 60,356.20	#####
12,961 - 14,400	#####	\$ 70,339.00	4 LPHAs, 10 QMHPs, 1 Forensic Coor , 1 Program Mgr, 1 Ct Liaison	\$ 63,873.15	#####
14,401 - 15,840	#####	\$ 70,339.00	4 LPHAs, 11 QMHPs, 1 Forensic Coor , 1 Program Mgr, 1 Ct Liaison	\$ 67,390.10	#####
15,841 - 17,280	#####	\$ 70,339.00	4 LPHAs, 12 QMHPs, 1 Forensic Coor , 1 Program Mgr, 1 Ct Liaison	\$ 70,907.05	#####
17,281 - 18,720	#####	\$ 70,339.00	4 LPHAs, 13 QMHPs, 1 Forensic Coor , 1 Program Mgr, 1 Ct Liaison	\$ 74,424.00	#####
18,721 - 20,160	#####	\$ 70,339.00	4 LPHAs, 14 QMHPs, 1 Forensic Coor , 1 Program Mgr, 1 Ct Liaison	\$ 77,940.95	#####
20,161 - 21,600	#####	\$ 70,339.00	4 LPHAs, 15 QMHPs, 1 Forensic Coor , 1 Program Mgr, 1 Ct Liaison	\$ 81,457.90	#####
21,601 - 23,040	#####	\$ 70,339.00	4 LPHAs, 16 QMHPs, 1 Forensic Coor , 1 Program Mgr, 1 Ct Liaison	\$ 84,974.85	#####
23,041 - 24,480	#####	\$ 161,939.00	5 LPHAs, 17 QMHPs, 1 Forensic Coor , 1 Program Mgr, 1 Ct Liaison	\$ 93,071.80	#####
24,481 - 25,920	#####	\$ 219,200.00	5 LPHAs, 18 QMHPs, 2 Forensic Coor , 1 Program Mgr, 1 Ct Liaison	\$ 104,031.80	#####
25,921 - 27,360	#####	\$ 70,339.00	5 LPHAs, 19 QMHPs, 2 Forensic Coor , 1 Program Mgr, 1 Ct Liaison	\$ 107,548.75	#####
27,361 - 28,800	#####	\$ 70,339.00	5 LPHAs, 20 QMHPs, 2 Forensic Coor , 1 Program Mgr, 1 Ct Liaison	\$ 111,065.70	#####

\* An additional LPHA will be required for ever 8 QMHPs

\*\* Based on an estimated 6 interviews per day per QMHP

Itemized Costs			
	Base Salary	Fringe (29.8%)	Total Salary Cost
Forensic Court Interviewer (LPHA)	\$ 70,898.00	\$ 20,702.00	\$ 91,600.00
Forensic Court Interviewer (QMHP)	\$ 54,442.00	\$ 15,897.00	\$ 70,339.00
Forensic Coordinator	\$ 44,320.00	\$ 12,941.00	\$ 57,261.00
Program Manager	\$ 70,000.00	\$ 20,860.00	\$ 90,860.00
Court Liaison	\$ 46,093.00	\$ 13,459.00	\$ 59,552.00

Shift Differential	
2nd shift	3rd shift
\$ 3,564	\$ 5,940
\$ 1,800	\$ 2,970

**EXHIBIT C**

**TCOOMMI Form**

**(follows behind)**

**COLLECTION OF INFORMATION FORM FOR  
MENTAL ILLNESS AND INTELLECTUAL DISABILITY**

*AUTHORITY: Texas Code of Criminal Procedure art. 16.22; Texas Health and Safety Code § 614.0032  
Approved by the Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI)*

---

**SECTION I: DEFENDANT INFORMATION**

Defendant Name (Last, First): \_\_\_\_\_ Offense: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ CARE Identification # (If available): \_\_\_\_\_ SID or CID # (If available): \_\_\_\_\_

Last Four Digits of Social Security Number: \_\_\_\_\_

Current County or Municipality of Incarceration: \_\_\_\_\_ Date of Magistrate Order: \_\_\_\_\_

---

**SECTION II: PREVIOUS HISTORY**

Has the defendant been determined to have a mental illness or to be a person with an intellectual disability within the last year?

☐ Yes

☐ No

☐ Unknown

Date of Previous Written Report of Collected Information (if applicable): \_\_\_\_\_

Previous Mental Health and/or Intellectual Disability Information (if available):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

**SECTION III: CURRENT INFORMATION**

Most Recent Diagnosis(es) and Date(s) (if available):

\_\_\_\_\_

At time of the collection of information or as indicated on the jail screening form for suicide and medical/mental/developmental impairments, is the defendant acutely decompensated, suicidal, or homicidal according to self-report?

☐ Yes- Circle Above

☐ No

☐ Not Applicable- Reason \_\_\_\_\_

Other relevant information pertaining to mental health and intellectual disability history and/or previous treatment or service recommendations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Observations and Findings Based on Information Collected:**

☐ Defendant is a person who has a mental illness. ☐ Defendant is a person who has an intellectual disability.

☐ There is clinical evidence to support the belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B, Code of Criminal Procedure.

☐ Any appropriate or recommended treatment or service:

\_\_\_\_\_  
\_\_\_\_\_

☐ None of the above.

**Procedures Used to Gather Information:**

\_\_\_\_\_  
\_\_\_\_\_

---

**SECTION IV: INFORMATION OF PROFESSIONAL SUBMITTING FORM**

Name, Credentials & Organization of Person Submitting Form: \_\_\_\_\_ Date of Submission: \_\_\_\_\_

*This form and the contents herein may only be shared in accordance with Texas Health and Safety Code § 614.017 and Texas Code of Criminal Procedure article 16.22(f). This form and its contents are otherwise confidential and not subject to disclosure under Chapter 552 of the Government Code.*

# COLLECTION OF INFORMATION FORM FOR MENTAL ILLNESS AND INTELLECTUAL DISABILITY

*AUTHORITY: Texas Code of Criminal Procedure art. 16.22; Texas Health and Safety Code § 614.0032*  
Approved by the Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI)

## INSTRUCTIONAL GUIDELINES

This form is not to be confused or supplemented by the "Screening Form for Suicide and Medical/Mental/Developmental Impairments" as required by the Texas Commission on Jail Standards

---

### Section I: DEFENDANT INFORMATION

- **Defendant Name** should be filled out by last name followed by first name.
- **Offense** information should include arresting offense information.
- **Date of Birth** and **last four digits of social security number** are to be obtained to assist in validating identity.
- **CARE Identification #** – *If available*, this number should be complimentary to the CCQ match.
- **SID or CID Number** – *If available*, this number should include the State Identification Number (SID) or the County Identification (CID) Number.
- List the **Current County** or **Municipality** of the current incarceration.
- **Date of Magistrate Order** should be the date the magistrate signed the order which initiates the timeframes for completing the collection of information (not later than 96 hours for a defendant in custody; not later than 30 days for a defendant not in custody).

---

### Section II: PREVIOUS HISTORY

- **Has the defendant been determined to have a mental illness or to be a person with an intellectual disability within the last year?**
  - **If Yes** – The Magistrate *is not required* to order the interview and collection of other information if the defendant *in the year proceeding* the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability by the service provider that contracts with the jail to provide mental health or intellectual and developmental disability services, local mental health authority, local intellectual and developmental disability authority, or another mental health or intellectual disability expert described.
  - **If No** – Further collection of information under this form will be necessary for applicable defendants.
  - **If Unknown** - Further collection of information under this form *may* be necessary for applicable defendants.
- **Previous Mental Health and/or Intellectual Disability Information and Date** - *If available*, collect information regarding whether the defendant has a mental illness as defined by Section 571.003, Health and Safety Code, or is a person with an intellectual disability as defined by Section 591.003, Health and Safety Code, including, if applicable, information obtained from any previous assessment of the defendant and information regarding any previously recommended treatment.

Note: Include source of information. Examples are self-report, CARE or CCQ match, or clinical records available from local mental health authority of local intellectual developmental disability authority.

---

### Section III: CURRENT INFORMATION

- **Most Recent Diagnosis(es) and Date(s)** - *If available*, include information here.
- **Is the client acutely (at time of written report of collected information or as indicated on the jail screening form for suicide and medical/mental/developmental impairments) decompensated, suicidal, or homicidal according to self-report?**
  - **If Yes** – select yes.
  - **If No** – select no.

*This form and the contents herein may only be shared in accordance with Texas Health and Safety Code § 614.017 and Texas Code of Criminal Procedure article 16.22(f). This form and its contents are otherwise confidential and not subject to disclosure under Chapter 552 of the Government Code.*

## COLLECTION OF INFORMATION FORM FOR MENTAL ILLNESS AND INTELLECTUAL DISABILITY

**AUTHORITY:** Texas Code of Criminal Procedure art. 16.22; Texas Health and Safety Code § 614.0032  
**Approved by the Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI)**

- **If Not Applicable** – Indicate the reason why here.

Note: This information may be helpful to the magistrate or judge, as it will allow the magistrate or judge to know the severity of the defendant's mental health status for prioritization purposes.

- **Other relevant information pertaining to mental health history and/or previous treatment or service recommendations** – Note: Examples may include the following:

- Previous competency examination results or outcome of examination results;
- Parole, Probation or Pre-Trial Supervision status;
- Military history is applicable to treatment history;
- If this section is not applicable, indicate as such.

- **Observations and Findings Based on Information Collected**– Select option as appropriate.

Note: **Any appropriate or recommended treatment or service** – Include whether the defendant warrants a competency examination, outpatient services, etc. Provide any recommendation for further assessment/evaluation by higher level clinical providers.

- **Procedures Used to Gather Information** – Include informational sources used to collect information. Examples may include: Sources of information such as, self-report, CARE or CCQ match, previous psychological evaluations, assessments or clinical records available from local mental health authority of local intellectual developmental disability authority. *An interview to prepare the written report of collected information for the purposes of this document may be gathered in the following ways: in person in the jail, by telephone, or through a telemedicine medical service or telehealth service.*

---

### Section IV: INFORMATION OF PROFESSIONAL SUBMITTING FORM

- **Name, Credentials and Organization of Person Submitting Form** – Person completing the form along with his or her credentials, is to be listed here. Note: *This form is to be completed by the local mental health authority, local intellectual and developmental disability authority, or another qualified mental health or intellectual disability expert.*
- **Date of Submission** – Include the date the form is submitted to the Magistrate.

---

Note: Texas Code of Criminal Procedure art. 16.22(f) provides that this written report is confidential and not subject to disclosure under Chapter 552, Government Code, but may be used or disclosed as provided by article 16.22.

Additionally, Texas Health and Safety Code section 614.017 requires the exchange of information relating to a special needs offender or juvenile with a mental impairment between agencies to serve the purposes of continuity of care and services *regardless whether other state law makes that information confidential*. The term “agency” includes but is not limited to: A person with an agency relationship or contract with one of the following entities or individuals: Texas Department of Criminal Justice; Texas Commission on Jail Standards; community supervision and corrections departments and local juvenile probation departments; personal bond pretrial release offices established under Article 17.42, Code of Criminal Procedure; local jails regulated by the Texas Commission on Jail Standards; a municipal or county health department; hospital district; judge of this state with jurisdiction over juvenile or criminal cases; an attorney who is appointed or retained to represent a special needs offender, and/or the Health and Human Services Commission.

*This form and the contents herein may only be shared in accordance with Texas Health and Safety Code § 614.017 and Texas Code of Criminal Procedure article 16.22(f). This form and its contents are otherwise confidential and not subject to disclosure under Chapter 552 of the Government Code.*

**EXHIBIT D**

**Security Addendum**

**(follows behind)**



**EXHIBIT E**

**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 DEC 17 2019, 2019, with all members present except none.

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

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

Commissioner Ellis introduced an order and made a motion that the same be adopted. Commissioner A. Garcia 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input checked="" 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 Harris Center for Mental Health and IDD to provide mental health and intellectual developmental disability services in relation to orders issued pursuant to Article 16.22 of the Texas Code of Criminal Procedure to inmates housed in the detention facilities operated by the Harris County Sheriff's Office as well as defendants on bond. 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.

Presented to Commissioners Court

DEC 17 2019  
APPROVE E/G  
Recorded Vol \_\_\_\_\_ Page \_\_\_\_\_