

ORDER OF COMMISSIONERS COURT
Authorizing an Interlocal Agreement

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

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

ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN HARRIS COUNTY AND PASADENA INDEPENDENT
SCHOOL DISTRICT

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

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	☐	☐	☐
Comm. Ellis	☐	☐	☐
Comm. Garcia	☐	☐	☐
Comm. Ramsey	☐	☐	☐
Comm. Cagle	☐	☐	☐

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

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute the Interlocal Agreement between Harris County and **Pasadena ISD** for Harris County Resources for Children and Adults to provide the services of one (1) Youth Services Specialist(s), who will deliver the services specified in the Agreement to children and families within the District at a cost to each Party of **\$42,088.00** (which is **\$42,088.00** annually per Community Youth Services worker).

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

INTERLOCAL AGREEMENT
(Youth Service Specialists for Pasadena ISD)

I.
PARTIES

The parties to this Agreement are the **PASADENA INDEPENDENT SCHOOL DISTRICT** (District), and **HARRIS COUNTY** (County), a body corporate and politic under the laws of the State of Texas, on behalf of Harris County Resources for Children and Adults (HCRCA). District and County are individually referred to as a “Party” and collectively as “Parties.”

II.
PURPOSE

A. The purpose of this Agreement is to allow the County and District to provide specialized services to students and families in District that are currently not available. District has received a commitment from the County to assist the District in providing voluntary social services as quickly as possible to District students and their families who are in crisis.

B. The County, through HCRCA, operates a Community Youth Services program (CYS). As a participant in the CYS program, District will pay a portion of the cost of one or more Youth Service Specialists (YSS), including salary, benefits, and any additional expenses incurred in providing the services to children and families within District. The program will allow youth to obtain needed social services without the expense or the stigma of juvenile court intervention and leaves financial responsibility and authority with the family as much as possible.

C. District has examined and is familiar with such special services, as set forth below, and the rules and guidelines applicable thereto and wants one or more YSS to provide services from a District facility.

III.
COUNTY OBLIGATIONS

A. During the term of this Agreement, HCRCA shall provide the services of **one (1)** YSS for the following purposes:

To provide crisis counseling and consultation to students and families in District selected from referrals by District authorities, parents, social service agencies, interested parties and the students themselves;

To provide follow up to appropriate referrals from the Texas Department of Family and Protective Services ('TDFPS') and the Youth Service Center;

To assist families in voluntary facility placements outside of the home;

To provide resource information to District personnel concerning services for District students and families;

To provide, when requested by a family, referrals to appropriate County services;

To serve as a liaison between HCRCA, Harris County Juvenile Probation Department, and the District;

To attend CYJ unit, division, or agency meetings deemed necessary by HCRCA and/or the District;

To attend training functions, orientation or other meetings that are deemed necessary by HCRCA and/or the District;

To make home visits when it is deemed necessary for the best interest of the family by HCRCA and/or the District;

To provide additional counseling and social services deemed necessary for the best interest of the family by HCRCA and/or the District; and

To keep, manage, and organize all reports, information, records and other written materials necessary for the completion of the above-listed services; such reports, information, records, and other written material to be furnished upon request to appropriate District and TDFPS personnel, unless such information is protected under any state or federal law. All reports, information, records and other written material created and maintained by HCRCA shall be and remain the sole and exclusive property of HCRCA.

The range of activities for each YSS will be strictly limited to the duties and responsibilities outlined in this Agreement. Further, each YSS will work exclusively with District residents and his or her activities will be bound by the geographic borders of the District.

B. La Danta Jack, CYJ Program Manager, or another Harris County designee, ("the County supervisor") will be fully responsible for:

1. The supervision of the YSS, including casework and compliance with District and County policies and procedures;
2. Approving any leave taken and prepare bi-weekly time sheets;
3. Conduct an annual review of the YSS' activities with the District designee and reviewing their evaluation of service; and
4. Providing follow up with District designee regarding YSS performance during the year.

If District becomes concerned or dissatisfied with any Youth Service Specialist's behavior or performance, the District designee must promptly contact the County Supervisor responsible for the supervision of the employee or the Administrator responsible for the oversight of this Agreement. Upon receiving necessary documentation from the District designee to support the presented concern or recommended action, the County Supervisor or Administrator along with the

District designee will determine the necessary and appropriate action or process to resolve the personnel or performance issue.

C. The YSS will report periodically to **Robert DeWolfe** of the District or other District designee ("the District Supervisor") for consultation concerning the activities of the YSS.

D. The County shall be responsible for determining such daily items as scheduled hours, sick leave, annual leave, compensatory time, and time away from the office for workshops, training, and/or staff meetings, as well as providing Workers' Compensation Insurance. The County is solely responsible for paying and agrees to pay State and Federal payroll and/or any other employment taxes that may be owed by or on behalf of each YSS, including federal income taxes, social security, and Medicare taxes on each YSS.

E. Each YSS will work a minimum of forty (40) hours per week during each month of this Agreement. To accommodate working parents, the hours will not necessarily be from 8:00 a.m. to 5:00 p.m. Each YSS will inform the appropriate District designee in advance of his or her work schedule, whereabouts, and any adjustments to the work schedule. In addition, consideration shall be given to the District's work schedule.

F. Each YSS hired under this Agreement will remain an employee of the County. The County will provide the benefits to which other "regular" County employees are entitled, as that term is defined in the current Harris County Personnel Regulations. However, the YSS will not observe Harris County holidays falling on days when the District schools are in session. In the event that inclement weather forces the District to hold classes on a day reserved by the District as a bad weather day, County reserves the right to negotiate the work schedule for those days. This Agreement is not intended to create or establish the relationship of employer and employee between District and any YSS. No YSS shall be considered an agent of District nor have any authority to bind District in any manner.

G. Each YSS will be bound by the practices and procedures described in the HCRCAs personnel manual. Each YSS should also be aware of any applicable District policies and procedures.

H. The County Supervisor will prepare an annual evaluation of each YSS' activities according to agency policy and will request comments from the District's personnel to be included in the annual evaluation.

I. The County Supervisor will also submit an annual report of each YSS's activities to the District's designee to outline what services each YSS has provided during the term of the Agreement.

J. The County agrees to observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

K. The County agrees that the District, the Texas Education Agency, and Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the County which are directly pertinent to this specific Agreement, for the purpose of making audit, examination, excerpts, and transcriptions, unless prohibited by law. The County agrees to maintain all required records for six years after the District makes final payment and all other pending matters are closed.

L. The County agrees to provide periodic reports to the District on the number of students and families served under this Agreement. The County will also provide other statistical data reasonably available to it that may be requested by the District.

M. No YSS has been convicted of a disqualifying offense identified in Texas Education Code §22.085. Upon receipt of information that any YSS has been convicted of a disqualifying offense identified in the Texas Education Code Section, the County will notify District and remove such employee from any direct contact with students and from any District campus. **TEC §22.0834(d) CERTIFICATION:** The County certifies to District that, prior to any YSS commencing or continuing work under this Agreement, the County has complied with Texas Education Code §22.0834 that the County has received all criminal history record information relating to each YSS and has ensured the following:

- (a) each YSS has submitted to a national criminal history record information review before being employed or serving in a capacity described by Texas Education Code §22.0834(a);
- (b) the information required by the Texas Department of Safety for obtaining national criminal history record information, which may include fingerprints and photographs, has been sent to the Texas Department of Safety for each YSS; and
- (c) the County has obtained all criminal history record information for each YSS through the criminal history clearinghouse as provided by Government Code §411.0845.

IV. OTHER COUNTY SERVICES

In addition to YSS personnel costs, Harris County provides an array of children and youth services. Therefore, based on the availability of grant and County funds, County may, at its discretion, provide the following services to students and families at **no additional cost** to District. Although prices are listed below, such prices merely indicate the costs to Harris County:

- Individual and Family Therapy (\$75.00 per session/maximum 6 sessions per family in the office and \$95 per session in the home)
- Group Therapy Services (\$25.00 per child/10 children per group)
- Common Sense Parenting Program (\$16,500 annual program costs)
- Donated Funds (\$3,000-6,000 annually to assist with emergency basic needs)
- BEAR - Be a Resource for CPS Kids: a 501(c)(3) public/private partnership that provides goods and services to children involved with CPS in Harris

County. The CYS program receives school supplies, school uniforms and other clothing, lice shampoo, baby car seats and baby cribs, and holiday gifts.

- Access to Kinder Emergency Shelter (at \$153.09 per day/per child): The shelter provides youth 12-17 years old who are in crisis with a safe, short-term, home like environment until they can be returned home or other alternative placement. The youth and the parent must both agree to the 30-day placement.
- Community Resource Coordination Group (CRCG): a coalition of representatives from child serving agencies in Harris County that work together to address challenging situations of youth whose complex needs cannot be met by one agency. CRCG attempts to develop a plan for coordinated use of community services to meet the child/family needs.

The YSS can also access an array of other youth services provided by HCRCA (based on eligibility requirements).

V. DISTRICT OBLIGATIONS

During the term of this Agreement, the District shall:

1. Provide suitable office space for each YSS provided under this Agreement and make such office space within the District available as needed for the performance of the duties set forth in Section III of this Agreement;
2. Identify a District Information Technology Department liaison to provide technical assistance and consultation to the Harris County Universal Services Department personnel on all information technology related issues;
3. Provide ongoing access to internet and secured (https) Harris County websites, to include but not limited to Citrix, VPN, and Harris County e-mail, for the performance of the duties set forth on Section III of this Agreement, and add Harris County secured (https) sites to District's list of approved sites to ensure ongoing access during changes and/or upgrades to District security protocols;
4. Observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations in the performance of this Agreement;
5. Provide administration/coordination as appropriate through the applicable District Departments;
6. Provide appropriate educational materials, resources, pamphlets and brochures to distribute to students and parents as appropriate;
7. Promptly contact the County Supervisor responsible for the supervision of the YSS or the Administrator responsible for the oversight of this Agreement if District becomes concerned or dissatisfied with any YSS's behavior or performance. The District

designee will be responsible for presenting any necessary documentation to support the presented concern or recommended action, and if needed, shall be available for participation in any meetings related to this process. District must inform the County Supervisor or Administrator prior to any ongoing investigation arising from the YSS behavior or performance. The County Supervisor or Administrator along with the District designee will determine the necessary and appropriate action or process to resolve the personnel or performance issue; and

8. Provide in-service training to each YSS on District policy, procedures and programs.

VI. METHOD OF PAYMENT

A. District agrees to reimburse County an annual standard fee, as calculated by HCRCA. The annual standard fee includes one-half of the average cost of the salary, fringe benefits, mileage, and cellular phone stipend and telephone cost for one YSS. For the term of this Agreement, the annual standard fee per YSS is **FORTY-TWO THOUSAND EIGHTY EIGHT AND NO/100 DOLLARS (\$42,088.00)**, which is rounded to **\$3,507.33 per monthly billing period** (for 12 months). However, the County shall reduce each invoice by a prorated amount for every day that a position is unfilled and corresponding services not rendered, and District shall only pay the equal monthly installment reduced by the prorated amount. However, the County reserves the right to fill any vacant position with qualified HCRCA relief staff to fulfill contractual obligations pursuant to this Agreement.

B. On or about the 15th day of each calendar month following the delivery of the services provided by the County under this Agreement, the County will submit to the District a statement for services provided during the previous calendar month. Further, failure of Harris County to make demand for payments due is not a waiver of District's obligation to make timely payments.

C. The District shall begin processing such billing statement promptly upon receipt and agrees to pay same within thirty (30) days of receipt of the statement, except as otherwise provided under section 2251.021 of the Texas Government Code. Payment shall be due and payable at the office of the County Treasurer, 1001 PRESTON ST STE 652, HOUSTON TX 77002-1816.

D. Notwithstanding anything in this Agreement to the contrary, the cost of such services to the District will not exceed a grand total for this Agreement of **\$42,088.00**, which shall be paid by District over no more than 12 months. District shall pay to County **\$3,507.33** per calendar month.

E. Prior to the execution of this Agreement, the District has been advised by the County and the District understands and agrees that the County is paying the salaries, benefits, and other costs of the YSS from the funds provided by the District as described in subsection A. County has not appropriated additional funding to cover any expenses, costs, or liabilities arising from this Agreement.

VII.
TERM

The term of this Agreement shall begin on **September 1, 2022**, and end (unless the term of this Agreement is sooner terminated in accordance with the provisions hereof), on **August 31, 2023**.

VIII.
TERMINATION PROVISIONS

A. Either Party may terminate this Agreement without cause, prior to the expiration of the term set forth above, upon 30 days written notice to the other Party. HCRCA is authorized to give notice for County. Such notice must specify the effective date of termination and the District is only liable for those services actually completed up to the date of termination.

B. Upon notice of termination from the District to the County, the County shall stop work under the Agreement on the date and to the extent specified in the notice of termination.

C. Within 30 days after the effective date of such termination, the County will submit its termination statement for the month in which termination occurs in the manner set forth above for monthly billing statements and District shall process the billing statement in the manner set forth above for monthly billing statements.

IX.
MANDATORY HIPAA BUSINESS ASSOCIATE PROVISIONS

1) HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (“HIPAA”)

HIPAA. To the extent District serves as a business associate of County pursuant to HIPAA, District’s Responsibilities Regarding Use and Disclosure of Protected Health Information (PHI) are as follows:

A. **Definitions.**

1. “Confidential Information” is information that has been deemed or designated confidential by law (i.e., constitutional, statutory, regulatory, or by judicial decision).
2. “Protected Health Information” (“PHI”) is defined in 45 C.F.R. § 164.501 and is limited to information created or received by Contractor from or on behalf of the County.
3. “Electronic Protected Health Information” (“EPHI”) shall mean individually identifiable health information that is transmitted by or maintained in electronic media.

4. "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.

1. District 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.
2. District 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 District's own expense.
3. District 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 District's services to the County. Compliance with this paragraph is at District's own expense.
4. The terms used in this BAA shall have the same meaning as those terms in the Privacy and Security Requirements.

C. Representation. District 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. District is a "Business Associate" of the County as that term is defined under the Privacy and Security Requirements.

1. *Nondisclosure of PHI.* District agrees not to use or disclose PHI received from or on behalf of the County or created, compiled, or used by District pursuant to this Agreement other than as permitted or required by this BAA, or as otherwise required by law.
2. *Limitation on Further Use or Disclosure.* District agrees not to further use or disclose PHI or EPHI received from or on behalf of the County or created, compiled, or used by District pursuant to this BAA in a manner that would be

prohibited by the Privacy and Security Requirements if disclosure was made by the County, or if either District or the County is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.

3. *Safeguarding PHI.* District agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA or as required by State or Federal law, regulation, or rule.
4. *Safeguarding EPHI.* District 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 District 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.
5. *Reporting Security Incidents.* District agrees to report to the County any Security Incident **immediately** upon becoming aware of such. District 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: (1) a brief description of what happened, including the dates the Security Incident occurred and was discovered; (2) a reproduction of the PHI or EPHI involved in the Security Incident; and (3) 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 District determines that it is infeasible to reproduce the PHI or EPHI involved in the Security Incident, the District agrees to notify the County in writing of the conditions that make reproduction infeasible and any information the District has regarding the PHI or EPHI involved.

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

The County will review all Security Incidents reported by District.

District will take the following steps in response, to the extent necessary or required by law, including, but not limited to: (1) 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, and (2) 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.

The County, to the extent necessary or required by law, will provide notice of the Security Incident, as required by law, to the Secretary of the United States Department of Health and Human Services ("HHS").

District agrees to reimburse the County for all expenses incurred as a result of District's Security Incidents, including, but not limited to, expenses related to the activities described above.

6. *EPHI and Subcontractors.* District 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, District 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.
7. *Subcontractors and Agents.* District shall require any subcontractor or agent to whom District provides PHI or EPHI received from or on behalf of the County or created, compiled, or used by District pursuant to this BAA, to agree to the same restrictions and conditions that apply to District with respect to such PHI and EPHI.
8. *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. The County agrees:
 - a) to be bound by these provisions with regard to PHI or EPHI received from District;
 - b) to restrict access to such PHI or EPHI to the County's Chief Financial Office, the County's Controller, the County's Compliance Officer, the Harris County Attorney's Office, and designated employees of the County's Benefits Department for legal and auditing services; and
 - c) to take disciplinary action against any employee whose willful act violates these provisions and results in an unlawful disclosure of PHI or EPHI.

9. *Mitigation.* District agrees to mitigate, to the extent practicable, any harmful effect that is known to District of a use or disclosure of PHI or EPHI by District, or by a subcontractor or agent of District, resulting from a violation of this BAA, including violations of the Privacy and Security Requirements stated herein. District 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.
10. *Notice – Access by Individual.* District 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, District 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.
11. *Notice – Request for Amendment.* District 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. District 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.
12. *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, District 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. District 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.
13. *HHS Inspection.* Upon written request, District agrees to make available to HHS or its designee, District'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.
14. *County Inspection.* Upon written request, District agrees to make available to the County and its duly authorized representatives during normal business hours District'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. District agrees to allow such access until the expiration of four (4) years after the services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later. District agrees to allow similar access to books, records, and documents related to contracts between District and organizations related to or subcontracted by District to whom District provides confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the County.

15. *PHI or EPHI Amendment.* District 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 BAA 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.
16. *Documentation of Disclosures.* District 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.
17. *Termination Procedures.* Upon termination of this BAA for any reason, District agrees to deliver all PHI or EPHI received from the County or created, compiled, or used by District pursuant to this BAA 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 District maintains PHI or EPHI from the County in any form. If District determines that transferring or destroying the PHI or EPHI is infeasible, District agrees:
 - a) to notify the County of the conditions that make transfer or destruction infeasible;
 - b) to extend the protections of this BAA 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.
18. *Notice-Termination.* Upon written notice to District, the County may terminate any portion of the Agreement under which District maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to District, the County may terminate the entire Agreement if the County determines, at its sole discretion, that District has repeatedly violated a Privacy or Security Requirement.

- E. **Survival of Privacy Provisions.** District's obligations with regard to PHI and EPHI shall survive termination of this BAA and the Agreement.
- F. **Amendment Related to Privacy and Security Requirements.** The Parties agree to take such action as is necessary to amend this BAA 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 BAA shall be resolved to permit the County to comply with the Privacy and Security Requirements.
- G. **Indemnification.** District agrees to indemnify and hold harmless, to the extent allowed by law, the County and its officers, employees, and agents (individually and collectively "Indemnitees") against any and all losses, liabilities, judgments, penalties, awards, and costs (including costs of investigations, legal fees, and expenses) arising out of or related to:
1. a breach of this BAA relating to the Privacy and Security Requirements by District; or
 2. any negligent or wrongful acts or omissions of District 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.
- To the extent that this indemnification conflicts with Texas law, such indemnity is void.
- H. This BAA survives the termination of the Agreement and expires six (6) years after its termination.

X.
MISCELLANEOUS

- A. Any notice required or permitted to be given by the County to the District hereunder may be given by certified or registered United States Mail, postage prepaid, return receipt requested, addressed to:

Attn: Robert DeWolfe, Principal
Pasadena Independent School District
1838 E. Sam Houston Pkwy South
Pasadena, Texas 77503-3408

Any notice required or permitted to be given by the District to the County hereunder may be given by certified or registered United States Mail, postage or fee prepaid, return receipt requested, addressed to:

Attn: Executive Director
Harris County Resources for Children and Adults
2525 Murworth Drive
Houston, Texas 77054-1603

Such notice shall be considered given and complete upon deposit in the United States Mail. Either party may designate a different address by giving the other party ten (10) days written notice in the manner provided above.

B. Neither the District nor the County waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein.

C. This Agreement shall be construed according to the laws of the State of Texas. The parties consent to the jurisdiction and venue of the courts of Houston, Harris County, Texas for any action under this Agreement. The exclusive forum for any action arising under this agreement is a state or federal court of competent jurisdiction in Texas.

D. This instrument contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes any prior contract between the parties with regard to the terms and provisions contained herein. This Agreement may be modified only by a written instrument signed by both parties.

E. If any provision of this Agreement is held invalid, such invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application and to this end the provisions of this Agreement are declared to be severable.

F. To the extent that the County will come into possession of student records and information, and to the extent that the County will be involved in the survey, analysis or evaluation of students incidental to this Agreement, the County agrees to comply with all requirements of the Family Educational Rights and Privacy Act. In the event that, pursuant to the Texas Public Information Act (PIA), District is required to furnish District records that are in the possession of the County, the County agrees to furnish such information and records as required by the PIA, subject to the County's right to establish any exceptions to the PIA.

G. E-Mail Addresses. Each party affirmatively consents to the disclosure of its e-mail addresses that are provided to the other party. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.137, *et seq.*, as amended, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by each party and agents acting on each party's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise. However, neither party can consent to disclosure of a third party's email addresses, such as those of students or their families.

H. This Agreement may be executed in multiple originals.

**PASADENA INDEPENDENT
SCHOOL DISTRICT**

By: *Vickie Morgan*
Printed Name: Vickie Morgan
Title: Board President
Date: 6/26/22

By: _____
Printed Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Printed Name: _____
Title: _____
Date: _____

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFEE
COUNTY ATTORNEY

By: *Sam Kirchhoff*
Sam Kirchhoff
Assistant County Attorney
C.A. File 22GEN1189