



**DeWight Dopslauf, C.P.M., CPPO**  
**Harris County Purchasing Agent**

September 16, 2022

Commissioners Court  
Harris County, Texas

**RE: Interlocal Agreement(s)**

Members of Commissioners Court:

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

**Description:** Comprehensive Mental Health Services for the TRIAD Prevention Program for the Harris County Resources for Children and Adults  
**Agency:** The HARRIS CENTER for Mental Health and IDD  
**Term:** 10/01/2022 - 09/30/2023 with four (4) one-year renewal options  
**Amount:** \$392,374  
**Reviewed By:** • Harris County Purchasing • Resources for Children and Adults

Sincerely,

DeWight Dopslauf  
Purchasing Agent

NAC  
Attachment(s)  
cc: Agency

**FOR INCLUSION ON COMMISSIONERS COURT AGENDA SEPTEMBER 27, 2022**



## **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 (County), a body corporate and politic under the laws of the State of Texas, on behalf of Harris County Resources for Children and Adults Department (Department), and The Harris Center for Mental Health and IDD ("The Harris Center" and "Agency"), a Community Center and 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. County and The Harris Center are referred to herein collectively as the "Parties" and individually as a "Party."

### **1. SCOPE OF SERVICES**

The Harris Center shall furnish the work, services, and/or deliverables as outlined in Attachment A, which is attached and incorporated in this Agreement by reference.

### **2. AMOUNT AND BASIS FOR PAYMENT, METHOD, AND LIMITATIONS**

- A. Payments. The Harris Center is entitled to receive a maximum amount of \$392,374.00 for the Agreement term. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.
- B. Billing Statements/Invoices. Unless otherwise indicated in this Agreement, no later than the 30th day after the end of each calendar month within the term of this Agreement, The Harris Center shall submit to Department a billing statement or invoice for all unpaid products, services and/or deliverables. The data in the billing statement or invoice must be in a format designated by Department and include the federal tax ID number for The Harris Center and any purchase order number. The Harris Center must certify and swear under penalty of perjury that each statement or invoice is true and correct. All products, services and/or deliverables billed must be rendered during this Agreement term. The Harris Center shall submit to Department billing statements or invoices limited to work done and products, services and/or deliverables provided pursuant to this Agreement, and The Harris Center shall not include in such billing statements or invoices any work, products, services, licenses and/or deliverables provided, required to be performed, or billed under or pursuant to any other agreements with County. Department will review each statement or invoice and approve it with any modifications Department deems appropriate after mutual consultation and agreement with the Harris Center. Department will then forward the approved statement or invoice to the County Auditor for payment. County will pay The Harris Center the proper amounts due and owing under this Agreement within 30 days of receipt of the approved statement or invoice. Each statement or invoice must include the corresponding progress reports and other required reports that coincide with the billing period, which should include a monthly inventory of work, products, services, licenses and/or deliverables provided during the billing period and any other details Department reasonably requests for verification purposes, which may or may not include:
  - a. The date(s) work, products, services, licenses and/or deliverables were provided;
  - b. Meetings and lists of attendees, if applicable;
  - c. Detailed description of the work, products, services, licenses and/or deliverables provided;
  - d. The total amount billed, and any other details of the work, hours, or services as may be reasonably requested by the County Auditor for verification purposes;
  - e. If applicable, the case number for which services were performed.
- C. No Reimbursement for Unauthorized Expenses. County will not pay The Harris Center for any other expense not expressly stated in this Agreement. The Harris Center shall NOT be entitled to any additional compensation for any service for which no specific rate is set forth in this Agreement. The Harris Center agrees not to seek reimbursement for, nor is County obligated to pay for any expenses unless expressly stated in this Agreement, in which case The Harris Center must submit detailed itemized receipts to Department. Such disallowed expenses include copying, postage, parking fees, long distance telephone calls, air fare, hotel accommodations, meals, or other costs or expenses. Any specifically allowable reimbursement shall be allowed only to the extent of and no more than what would be allowed by the currently applicable Harris County travel policy for

employees. County shall have no obligation to pay for any work, services, products, deliverables or expenditures that have been provided or incurred without prior authorization.

- D. Overpayments. Within 30 days after request by Department, The Harris Center must reimburse to County all funds paid by County to The Harris Center that any funding entity or auditor determines have been improperly paid to, or expended by, The Harris Center. County may withhold, suspend, or reduce any and all payments due to The Harris Center until any overpayments are reimbursed.
- E. Close-Out. Payments to The Harris Center shall only be due if properly paid, invoiced, or billed within 30 days after the end-date of this Agreement.
- F. County Auditor to Make Final Decision. The decision of the Harris County Auditor as to the amount owed shall be final if there is any dispute between County and The Harris Center as to the amount owed to The Harris Center for any monthly statement or invoice submitted by Harris Center. County agrees to notify in writing The Harris Center of any questionable item and is authorized to withhold payment until all questions are resolved either by final audit or by agreement of the Parties.
- G. Costs of Substitute Services. If the Harris Center fails to perform any obligation required of it by this Agreement and County secures substitute services, County will deduct the reasonable costs for such services from any payments owed to Harris Center. The Harris Center will reimburse to County, within thirty (30) days after receipt of County's request, any unpaid costs of substitute services in excess of amounts already deducted by County. County may withhold, suspend, or reduce payments due to The Harris Center until the costs of such substitute services are fully reimbursed. This provision is not intended to waive or preclude, but is in addition to any other remedies the Parties may otherwise have in law, equity, or elsewhere in this Agreement.
- H. Assessment of Additional Fees. The Harris Center shall not assess any additional fees directly to clients placed with or served by The Harris Center or their family members, relatives, or guardians unless specifically authorized in this Agreement or in writing by Department.

### 3. TERM OF THE AGREEMENT.

- A. Time Period. The time period for performance (term) of this Agreement shall start October 1, 2022, and end September 30, 2023.
- B. Mutual Renewal. The Parties may, by mutual written Agreement before the expiration of this Agreement, extend the term of this Agreement for four (4) additional year(s), renewable each year upon the same terms and conditions and pricing as are provided for in this Agreement for the original term. The renewal shall not become effective until County has funded any financial obligation for the renewal, as evidenced in writing, such as a certification of funds contained on a purchase order.

### 4. TERMINATION PROVISIONS

- A. Termination for Non-Material Breaches. If either Party refuses or fails to perform any of its obligations in this Agreement, the other Party may, but is not required to, give written notice of the failure, regardless of whether the failure to perform would rise to the level of a default or material breach of the Agreement. If the Party fails or refuses to cure the failure of any obligation in the notice within 30 days after notice is given, the other Party may terminate this Agreement immediately. Department is authorized to give notice for County. **SUSPENSION OF AGREEMENT for Material Breaches:** each Party may suspend this Agreement immediately for any material breach by including a notice of suspension in the 30-day notice referenced above. Department is authorized to suspend on behalf of County. As soon as the notice of suspension is received (or if there was no notice of suspension, upon the termination's effective date), The Harris Center shall discontinue all services and any subcontracts in connection with the performance of this Agreement. For a material breach of contract or default, the Parties retain the right to terminate this Agreement immediately without prior notice or an opportunity to cure. This provision is not intended to waive or preclude any other remedies the Parties may otherwise have in law, equity, or elsewhere in this Agreement, and the right to terminate for a non-material breach is in addition to and not in lieu of any other remedies.
- B. Termination for Health and Safety Violations. County has the option to terminate this Agreement immediately without prior notice if The Harris Center fails to perform any of its obligations in this Agreement if the failure

(a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety. Department is authorized to give notice for County.

- C. Termination Without Cause. At any time prior to the expiration of this Agreement, any Party may terminate this Agreement without cause by giving 30 days written notice to the other Parties, specifying the effective end date. Department is authorized to give notice for County. Upon the termination's effective date, The Harris Center shall discontinue all services and any subcontracts in connection with the performance-of this Agreement.
- D. Termination Statement. As soon as practicable after receiving notice of termination, The Harris Center must submit a statement or invoice to Department that complies with the requirements in this Agreement. This statement or invoice must show in detail the unbilled/uninvoiced services performed for County under this Agreement to the date of termination. If the payments were to be made in lump sums and services were rendered after the last lump sum payment, the statement or invoice shall reflect the prorated amount due.
- E. Force Majeure. In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, epidemic, pandemic, actions or decrees of governmental bodies or communications line failure not the fault of the affected Party (referred to as a "Force Majeure Event"), the Party who has been so affected immediately agrees to give notice to the other Party, and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.

## 5. 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 **Three Hundred Ninety-Two Thousand Three Hundred Seventy-Four Dollars (\$392,374.00)**. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum. This amount includes **\$389,224.00** to discharge liabilities associated with salary, fringe benefits, insurance, taxes or other costs associated with employing staff, and up to **\$3,150.00** per year for the actual costs of mileage reimbursement for associated staff.
- B. Agency understands and agrees that the laws governing the letting of contracts for the County require the approval of the Harris County Auditor and his certification that funds are, or will be, available for the payment of the obligations created under the Agreement before such contracts become effective. Therefore, Agency shall not proceed with any Services until such time that it receives a Purchase Order issued by the Harris County Purchasing Agent. Any Services performed by Agency prior to its receipt of a Purchase Order are at Agency's own expense. County understands and agrees that issuance of the PO is relevant to Agency's ability to begin Services, and shall provide PO within a reasonable time so as not to delay the start of Services as contemplated herein.
- C. Agency does understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Agency may become entitled to hereunder, and the total maximum sum that the Agency shall become liable to pay to Agency hereunder, shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified by the Purchase Order. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum. When all the funds so certified are expended, Agency's sole and exclusive remedy shall be to terminate this Agreement. If the Services and charges to be provided for will equal or exceed the amount certified available, Agency shall notify the County immediately.
- D. With regard to the renewal or extension of this Agreement, the County has not allocated any funds for any renewal or extension period beyond the current fiscal year. Therefore, if the County exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the renewal period.

## 6. REQUIREMENTS

- A. **Licensing.** The Harris Center represents that Harris Center's agents, employees, volunteers, interns and subcontractors as applicable, possess all special certifications, licenses, inspections and permits required by law to carry out the program/project. Harris Center's agents, employees, volunteers, and subcontractors as applicable, shall maintain appropriate accreditation and licensing, as required, through the State of Texas or other applicable licensing entities. Prior to the performance of any services under this Agreement, The Harris Center shall, upon written (including electronic) request, provide proof of valid licensure to Department (including a listing of all licenses and expiration dates). The Harris Center assumes full responsibility for the maintenance of appropriate licenses, certifications, credentialing and training of The Harris Center staff.
- B. **Family Systems Approach to Juvenile Services.** The Harris Center is familiar with the family systems approach to providing therapy to juveniles, adheres to the philosophy of the incentive program to release children from probation as soon as possible, is familiar with the Juvenile Justice System and Child Welfare System, and understands and accepts the guidelines and procedures established by the Texas Family Code, and Family and the Juvenile Courts.
- C. **Internet Access.** The Harris Center has internet access, which will enable The Harris Center to access any secure online invoicing, reporting, or other web-based system designed for more efficient communication with Department. As requested, The Harris Center shall submit required reports, invoices and related documents through an applicable secure internet site in a manner required to protect all confidential information submitted. The Harris Center shall review all instruction materials and/or attend all Department provided training that is necessary for The Harris Center to properly utilize applicable web-based information systems.
- D. **Agency Responsibilities.** The County expects The Harris Center to meet the high standards set forth in this Agreement and looks to The Harris Center for results. The Harris Center will accept direction from Department pertaining to the goals to be attained and the results to be achieved, as applicable pursuant to this Agreement.
- E. **Professional Standards.** Where specifically applicable standards are not explicitly set forth in this Agreement, as someone with expertise in the field, The Harris Center must provide the work, products, services, licenses and/or deliverables in accordance with generally accepted standards applicable to Harris Center's profession or industry.
- F. **Adverse Actions Reporting.** If at any time a license of Harris Center's agents, employees, volunteers, and subcontractors as applicable, providing work, products, services, licenses and/or deliverables under this Agreement required to be maintained to fulfill the Commitments in this Agreement is suspended, revoked or out of compliance in Texas or any other state, this Agreement may be terminated immediately without prior notice, at the option of County, effective the date of the suspension, revocation or non-compliance. The Harris Center is not entitled to receive payment for services that were performed by The Harris Center while the license was suspended or revoked. The Harris Center agrees to immediately inform County, in writing, of any adverse professional review action that is taken by a professional association or society and that is based on the professional competence or professional conduct of Harris Center's agents, employees, volunteers, and subcontractors as applicable, providing work, products, services, licenses and/or deliverables under this Agreement.
- G. **Ability to Perform.** The Harris Center has the administrative, managerial, and financial capability (including funds sufficient to pay any non-Grant costs) to ensure proper planning, management and completion of the obligations of this Agreement and administrative capacity and capabilities to carry out all its duties and responsibilities.
- H. **Employee Retention.** The Harris Center agrees to maintain the organizational and administrative capabilities to perform all duties and responsibilities required of it by this Agreement and will assign no one to perform any of those duties and responsibilities who has not been properly trained and qualified. If specific qualifications are set forth in job descriptions required by the funding entity and/or in this Agreement, only personnel with those qualifications will be assigned to the task unless a written waiver of the requirement has been obtained.
- I. **Measurable Outcomes.** Consistent with requirements in the Texas Human Resources Code and understanding that the goal of the program is to provide psychological assessments to ensure appropriate treatment for

referred youth. The Harris Center must achieve measurable outcomes, which relate directly to program objectives. Failure to achieve the outcomes listed below and in Attachment A may result in a termination of this Agreement:

- 100% of families will be contacted for an appointment within two (2) business days.
  - 100% of consenting clients will receive an assessment and treatment plan.
- J. County Procedures. To effectively perform the services stated above, The Harris Center must become familiar with various procedures, policies, data collection systems, and other information of County. Department will assist The Harris Center in obtaining the information. The Harris Center agrees to keep such information confidential and not disclose it to outside Parties without first obtaining County's written authorization, unless required by law.
- K. Cooperation with Other Service Providers. County may engage the services of other service providers for work related to the work, products, services, licenses and/or deliverables in this Agreement. The Harris Center shall reasonably cooperate with such other service providers, and will not commit or permit any act that may interfere with the performance of work by any other service provider.
- L. Reports. Department shall have the option to require a monthly report on the progress of each client served or placed. Such reports may include: eligibility documents, complaints made by clients, parents, family members, employees, and other persons, and investigatory reports of any kind involving the program or its participants. The Harris Center shall furnish operating reports to Department in an appropriate format and on a timely basis on a schedule to be mutually agreed upon. The Harris Center shall not release any reports or evaluations to third Parties, unless required by law. Failure to submit any required reports may be considered cause for termination and withholding payments otherwise due and owing.
- M. No Breach. The Harris Center warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Harris Center's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- N. Deceptive Trade Practices Act. The Harris Center represents and warrants that The Harris Center has not been found guilty or liable of a Deceptive Trade Practices Act or any unfair business practice either in an administrative hearing or court suit within the last five years. The Harris Center represents and warrants that it has no officers who have served as officers or other entities that have been found guilty or liable of a Deceptive Trade Practices Act or any unfair business practices either in an administrative hearing or suit within the last five (5) years. The Harris Center represents and warrants that within the last five years The Harris Center has not been found guilty or liable in any investigation or proceeding by any federal or state securities regulator under any federal or state securities law or regulations.
- O. Registered to Transact Business. The Harris Center warrants and represents that it is registered with the Texas Secretary of State to transact business in Texas, and to the best of its knowledge, it is current on all state and local fees and taxes.
- P. Subcontracts. Unless otherwise explicitly set out in this Agreement, The Harris Center shall not enter into any subcontract for the Services provided under this Agreement without prior written approval from the County or Department.
- Q. Employment Eligibility. The Harris Center personnel and staff who provide the Services required by this Agreement are authorized to work in the United States. The Harris Center has properly completed and retained all required Employment Eligibility Verification forms (Form 1-9).
- R. Interested Parties Certification. If applicable, prior to execution of the Agreement, The Harris Center shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties," The Harris Center warrants and represents that all the information on the form is complete and accurate. The Parties acknowledge and are aware that The Harris Center is a governmental unit and is not required to complete Form 1295.
- S. Conflict of Interest Certification: If applicable, prior to execution of the Agreement, The Harris Center shall, complete any required conflict of interest questionnaire pursuant to Section 176.006 of the Texas Local Government Code.

- T. Vacant The Harris Center Positions. The Harris Center must provide the Department, or their designee with the salary schedule for each position hired under this Agreement. The Harris Center understands that payment for services rendered are based on the number of employees actively providing services to youth. If any position is unfilled at any time during the contract period, the Department will only pay The Harris Center for the number of days the position or positions were filled during the billing month based on that position's salary. At no time will The Harris Center be paid for vacant positions.

## 7. COMPLIANCE AND STANDARDS

- A. Applicable Expertise. The Harris Center and the person executing this Agreement on behalf of The Harris Center certify and represent that The Harris Center (including Harris Center's agents, employees, volunteers, interns, and subcontractors as applicable) possess(es) the skills, qualifications, expertise, experience, education, knowledge, ability, and financial resources to perform all services and/or deliverables contemplated in this Agreement with no disruption of service delivery.
- B. Applicable Laws. Each Party shall comply (and assure compliance by each Party's agents, employees, volunteers, and subcontractors as applicable, providing work, products, services, licenses and/or deliverables under this Agreement) with all applicable state, federal, and local laws, ordinances, regulations, executive orders, rules, directives, standards, guidelines, and instructions relating to the work to be performed. If laws or regulations change, and affect any provision of this Agreement, this Agreement shall be deemed amended to conform to those changes in the laws or regulations on the date such laws or regulations become effective.
- C. Public Integrity/Conflicts Certification. Public officers are prohibited from financially benefiting directly or indirectly in the performance of this Agreement. The Harris Center shall not knowingly permit members or employees of Department or other public officials connected (who exercise any function or responsibility in the review or approval of the undertaking or carrying out of this Agreement or who participate in any decision-making process or gain inside information relating to this Agreement that affects their personal or pecuniary interest) from obtaining (1) a financial interest from Agreement activity, (2) any interest in any contract, subcontract, or agreement with respect to this Agreement, or (3) any proceeds from this Agreement, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. The Harris Center shall not induce, by any means, any person employed in the completion of work under this Agreement to give up any part of the compensation to which he or she is entitled. Further, The Harris Center shall not at any time accept or receive any form of payment, fee, compensation, or benefit, including referral or finder's fees, goods, or services offered by any third Party, for a recommendation or referral of a program client to a third Party (such as a health care provider).
- D. Disclosure of Allegations. To the extent permitted by law, The Harris Center shall disclose and release, and shall cause any of its agents, employees, volunteers, and subcontractors performing work under Agreement who may come in contact with clients, program participants, or their records to disclose and release, any allegation made against The Harris Center, as well as against any of The Harris Center's agents, employees, volunteers, and subcontractors performing work under Agreement who may come in contact with clients, program participants, or their records, alleging the commission of an act of abuse, neglect or exploitation of children, the elderly or persons with disabilities; criminal history or current criminal indictment involving an offense against the person, the family, property, public order or decency, public health, safety, or morals; an offense involving public indecency under the Texas Penal Code; an offense under Chapter 481 of the Texas Health and Safety Code (Texas Controlled Substances Act), or any other offense that can reasonably be associated with potential risk of harm or loss to program clients. This disclosure and release is required of all individuals who have, or will have, direct contact with clients and/or access to client records, prior to such contact or access and shall be accomplished through use of (a) a criminal history background check; (b) a TDFPS abuse and neglect history check and (c) a signed disclosure and release by each such person attesting to this information, which shall be maintained by The Harris Center, available for review by Department, and renewed at intervals not to exceed 24 months while this Agreement is in effect. The Harris Center shall allow any employee to testify concerning the services covered under this Agreement in judicial proceedings and administrative hearings at the request of Department or the governmental funding entity.

- E. Anti-Boycott Certification. The Harris Center represents and warrants that it does not boycott Israel and will not boycott Israel during the term of the Contract as required by Section 2270.002 of the Texas Government Code (H.B. 89. 85th Leg., R.S. (2017)).
- F. Ownership of Records. All records created during the performance of this Agreement, including clinical records of patients treated at Department Facilities, are and will remain the property of County. The Harris Center Providers providing services under this Agreement will have access to clinical records to the extent permitted by applicable law and to the extent necessary to carry out the terms of this Agreement. The Harris Center shall immediately forward any subpoena or other request for access to clinical records to County for handling. In the event that the County is required. to furnish information or records pursuant to the Texas Public Information Act, The Harris Center shall timely furnish all such information and records as allowed by law to the Department and the Department shall have the right to release such information and records as allowed by law.

## 8. NONDISCLOSURE AND CONFIDENTIAL INFORMATION

- A. The Harris Center agrees to keep confidential the contents of all its discussions with local, state, and federal officials, as well as the contents of all local, state, and federal records and all other information obtained during performance under this Agreement.
- B. The Harris Center may be provided access to information, systems, operations, or procedures that are security sensitive or have been identified as confidential to fulfill requirements under this Agreement. That information may include information from state or federal agency funding sources. The Harris Center and the designated representative executing this Agreement on behalf of The Harris Center acknowledge the following:
  - i. access to this information (whether electronic, written or oral, formal or informal) is provided solely to The Harris Center for the purpose of discharging duties in this Agreement,
  - ii. premature or unauthorized disclosure of this information can irreparably harm the interests of County and may constitute a violation of state and/or federal law, and
  - iii. the information may represent confidential or proprietary information, the release of which may be restricted or prohibited by law or by this Agreement.
- C. The Harris Center shall not access any information it is not authorized to receive without express written authorization of County or its designee, nor shall The Harris Center copy, recreate, or use any information or document obtained in connection with this Agreement other than for the performance of this Agreement.
- D. The Harris Center shall not reproduce, copy, or disseminate confidential information except to those who need to know such information and are obligated to maintain its confidentiality such as Harris Center's partners, principal's, representatives, or employees as necessary to fulfill obligations under this Agreement.
- E. The Harris Center shall not release, disclose, reveal, communicate, impart or divulge any confidential information or any summary or synopsis of confidential information in any manner or any form whatsoever to outside Parties without the express written consent of the County or its designee.
- F. The Harris Center shall take all necessary steps to protect confidential information from disclosure to third Parties and shall have a system in effect that includes a method to ensure the confidentiality of records, client information, or other information pertaining to Services performed under this Agreement.
- G. The Harris Center shall immediately notify County of the receipt of a request for any such confidential information.
- H. The Harris Center shall immediately notify County of an unauthorized disclosure or use of any such confidential information.
- I. The provisions of this Section do not limit the County or its designee's right of access to client case records or other information relating to client information under this Agreement. The provisions of this Section remain in full force and effect following the termination or cessation of Services performed under this Agreement.



## 9. NOTICE

Any notice required or permitted to be given by a Party may be given by hand delivery, facsimile (fax) or electronic (email) transmission, or certified United States Mail, postage prepaid, return receipt requested, addressed to:

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

To County: Harris County Resources for Children and Adults  
Attn: Joel Levine  
2525 Murworth Dr  
Houston, TX 77054  
Email: Joel.Levine@harriscountytexas.gov

Such notice shall be considered given and complete upon successful electronic transmission or upon deposit in the United States Mail. Either Party may designate a different address by giving the other Party ten (10) Calendar Days written notice.

## 10. INDEPENDENT PARTIES

- A. The Services performed by The Harris Center under this Agreement are performed by The Harris Center as an independent contractor. 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 the County and The Harris Center.
- 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 OR HARRIS COUNTY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY THE COUNTY OR HARRIS COUNTY AS A RESULT OF THIS DETERMINATION.
- C. The Harris Center 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. The Harris Center is solely responsible for the payment of wages and any applicable benefits to workers for Services performed for the County. The Harris Center 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 HARRIS CENTER'S WORKERS OR SUBCONTRACTORS. TO THE EXTENT PERMITTED BY LAW THE HARRIS CENTER SHALL INDEMNIFY AND HOLD THE COUNTY OR HARRIS COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.
- F. The Harris Center'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. The Harris Center and the workers furnished by The Harris Center 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 The Harris Center or Harris Center'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.

H. Neither Party shall have the authority to enter into contracts or agreements on behalf of the other Party.

#### 11. 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 The Harris Center and any of The Harris Center'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 The Harris Center or Harris Center'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 The Harris Center from or on behalf of the County.
- iii. Electronic Protected Health Information ("E PHI") shall mean. individually identifiable health information that is transmitted by or maintained in electronic media.
- iv. Security Incident shall mean the unauthorized access, use, disclosure, modification, or destruction of Confidential Information, including, but not limited to, PHI and EPI, or interference with the systems operations in an information system, including, but not limited to, information systems containing E PHI. This definition includes, but is not limited to, lost or stolen transportable media devices (e.g., flash drives, CDs, PDAs, cell phones, and cameras), desktop and laptop computers, photographs, and paper files containing Confidential Information, including, but not limited to, PHI and E PHI.

##### B. General.

- i. The Harris Center agrees to hold all PHI and E PHI 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. The Harris Center 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 Harris Center's own expense.
- iii. The Harris Center 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 Harris Center's services to the County. Compliance with this paragraph is at Harris Center'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. The Harris Center 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. The Harris Center agrees to comply with all Business Associate obligations under the Privacy and Security Requirements.

i. Nondisclosure of PHI. The Harris Center agrees not to use or disclose PHI received from or on behalf of the County or created, compiled, or used by The Harris Center 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. The Harris Center agrees not to further use or disclose PHI or EPHI received from or on behalf of the County or created, compiled, or used by The Harris Center pursuant to this Agreement in a manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by the County, or if either The Harris Center 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. The Harris Center 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. The Harris Center agrees to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the County. These safeguards shall include the following:

a. Encryption of EPHI that The Harris Center 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. The Harris Center agrees to report to the Department any Security Incident immediately upon becoming aware of such. The Harris Center further agrees to provide the Department 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 The Harris Center determines that it is infeasible to reproduce the PHI or EPHI involved in the Security Incident, The Harris Center agrees to notify the Department in writing of the conditions that make reproduction infeasible and any information The Harris Center has regarding the PHI or EPHI involved.

The Harris Center agrees to cooperate in a timely fashion with the County regarding all Security Incidents reported to the Department.

The Harris Center agrees that the Department will review all Security Incidents reported by The Harris Center and the Department, 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 Department'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 Department, 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. The Harris Center 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, The Harris Center agrees to give the Department 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. The Harris Center shall require any subcontractor or agent to whom The Harris Center provides PHI or EPHI received from or on behalf of the County or created, compiled, or used by The Harris Center pursuant to this Agreement, to agree to the same restrictions and conditions that apply to The Harris Center 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. County agrees:
  - a. to be bound by these provisions with regard to PHI received from The Harris Center;
  - b. to restrict access to such PHI to County's Chief Financial Office, County's Controller, County's Compliance Officer, the Harris County Attorney's Office, and designated employees of Department'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.
- ix. Mitigation. The Harris Center agrees to mitigate, to the extent practicable, any harmful effect that is known to The Harris Center of a use or disclosure of PHI or EPHI by Harris Center, or by a subcontractor or agent of Harris Center, resulting from a violation of this Article, including violations of the Privacy and Security Requirements stated herein. The Harris Center also agrees to inform the Department 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. The Harris Center agrees to notify the Department 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 Department to obtain access to the individual's PHI. Upon request by the Department, The Harris Center agrees to make available PHI and EPHI to the Department or, as directed by the Department, to an individual in accordance with 45 C.F.R. § 164.524.
- xi. Notice. Request for Amendment. The Harris Center agrees to notify the Department 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 Department to request an amendment of the individual's PHI or EPHI. The Harris Center 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, The Harris Center agrees to notify the Department 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 Department for an accounting of the disclosures of the individual's PHI or EPHI. The Harris Center 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, The Harris Center agrees to make available to HHS or its designee, Harris Center'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, The Harris Center agrees to make available to the County and its duly authorized representatives during normal business hours, Harris Center'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 Department for the purposes of the County determining compliance with the Privacy and Security Requirements. The Harris Center agrees to allow such access until the expiration of seven (7) years after the services are furnished under the Contract or subcontract or until the completion of any audit or audit period, whichever is later. The Harris Center agrees to allow similar access to books, records, and documents related to contracts between The Harris Center and organizations related to or subcontracted by The Harris Center to whom The Harris Center 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. The Harris Center 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 Department 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. The Harris Center 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, The Harris Center agrees to deliver all PHI or EPHI received from the County or created, compiled, or used by The Harris Center pursuant to this Agreement within thirty (30) days from the date of termination, or, if specially requested to do so by the Department in writing, to destroy all PHI or EPHI within the time frame determined by the Department, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when The Harris Center maintains PHI or EPHI from the County in any form. If The Harris Center determines that transferring or destroying the PHI or EPHI is infeasible, The Harris Center agrees:
    - a. to notify the Department 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 Harris Center, the Department may terminate any portion of the Agreement under which The Harris Center maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to Harris Center, the Department may immediately terminate the entire Agreement if the Department determines, at its sole discretion, that The Harris Center has repeatedly violated a Privacy or Security Requirement.
- E. Survival of Privacy Provisions. Harris Center'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 Department, in its reasonable discretion, determines that amendment is

necessary for the Department 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 Department to comply with the Privacy and Security Requirements.

G. Indemnification. To the fullest extent allowed by law, The Harris Center 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 Harris Center; or
- ii. any negligent or wrongful acts or omissions of The Harris Center 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.

## 12. ABUSE AND HARASSMENT DISCLOSURE AND REPORTING

- A. Child Abuse and Misconduct Reporting. The Harris Center shall immediately report any suspected or alleged instances of child abuse or neglect of program clients to Department, to the appropriate law enforcement agency or other required entity, within the time period required by applicable statutes and Department policy, including TEX. FAM. CODE ANN. §261.103(a)(4). In addition, The Harris Center shall report all suspected or potential misconduct and inappropriate behavior by a County employee or contractor (or any other person) that could potentially pose a danger to a County client in a County program (including emotional or psychological abuse), after de-identifying or removing any information that cannot be divulged as a matter of law.
- B. Sexual Harassment. The Harris Center understands and agrees that sexual harassment of clients served under this Agreement, either explicit or implicit, is strictly prohibited, and shall be a material breach of this Agreement.
- C. Personnel Removal. The Harris Center will prevent and promptly remove any employee, subcontractor or volunteer from direct client contact and/or from access to client records who is alleged to have committed acts of abuse, neglect or exploitation of children, the elderly or persons with disabilities; or an offense against the person; an offense against the family; or an offense involving public indecency under the Texas Penal Code; or an offense under Chapter 481 of the Texas Health and Safety Code (Texas Controlled Substances Act); or any act or offense that can reasonably be associated with potential risk of harm or loss to County clients based on the job duties or role of the person in question at any time during the Agreement period. If it is determined, with certainty, that the person in question has not committed the acts or offenses alleged, that person may again be assigned to direct client contact and /or access to client records; however, The Harris Center shall notify Department and the state funding entity of its intent to do so at least 10 working days prior to the reassignment. The Harris Center must provide Department with further information concerning the reasons for the reassignment upon request. If the person in question is found to have committed any of the acts or offenses listed in this paragraph, that person shall not be reassigned to duties involving any direct contact with clients and/or access to client records. The Harris Center shall allow the state funding entity the right to remove from the provision of services, any employee or contractor of Harris Center, which right should be exercised in a reasonable manner.

## 13. CRIMINAL HISTORY BACKGROUND CHECK

The Harris Center will execute all authorizations to facilitate Department required criminal history checks on any individual who may have unsupervised direct contact with youth. The Harris Center will adhere to the Department's 2- tiered, and in some cases, 3-tiered criminal history check process. This process will include a Texas Crime Information Center/National Crime Information Center (TCICNCIC) check, a fingerprint-based check through a Texas Department of Public Safety contractor, and a Texas Department of Family and Protective Services check in order to comply with the Prison Rape Elimination Act (PREA), if applicable. Department will pay all costs required to process fingerprint• based checks.

#### 14. NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

- A. 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.
- B. No Personal Liability. 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.
- C. No Waiver of Governmental Immunity. Neither the execution of this Agreement nor any other conduct of either Party relating to the Agreement shall be considered a waiver by the Party of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- D. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

#### 15. INSURANCE REQUIREMENTS

- A. The Harris Center 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 Harris Center. These requirements do not establish limits of The Harris Center's liability.
  - i. All policies of insurance shall waive all rights of subrogation against the County, Department, its officers, employees, and agents.
  - ii. Upon request, certified copies of original insurance policies shall be furnished to the County. The Harris Center shall maintain at a minimum:
    - i. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse and explosions, blowout, cratering and underground damage.

One Million Dollars (\$1,000,000.00) each occurrence Limit Bodily Injury; Property Damage Combined One Million Dollars (\$1,000,000.00); General Aggregate Two Million Dollars (\$2,000,000.00); Products-Completed Operations Aggregate Limit One Million Dollars (\$1,000,000.00) Per Job.

The County shall be named as an "additional insured" on the commercial general liability policy.
    - ii. Professional/Errors and Omissions Liability, One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.

In addition to Harris Center's general Professional/Errors and Omissions Liability. The Harris Center shall maintain for each applicable Personnel:

Professional liability insurance (Physician insurance): The Harris Center shall maintain insurance policies or be self-insured in amounts not less than One Million and No/Dollars (\$1,000,000.00) per occurrence, and One Million Five Hundred Thousand and No/Dollars (\$1,500,000.00) in the annual aggregate.

Professional liability insurance (Resident insurance): The Harris Center shall maintain insurance policies or be self-insured in amounts not less than One Million and No/Dollars (\$1,000,000.00) per occurrence, and One Million and No/Dollars (\$1,000,000.00) in the annual 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. Umbrella Liability Policy: One Million Dollars (\$1,000,000.00) each occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate.
  - v. Proof of insurance with proof of waiver of subrogation and County designated as an "additional insured" must be forwarded to the County prior to Services being performed.

#### 16. 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.

#### 17. ENTIRE AGREEMENT; MODIFICATIONS

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

#### 18. TEXAS PUBLIC INFORMATION ACT

- A. The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, TEX. GOVT CODE ANN. §§ 552.001 et seq., as amended (the "Act"). The Parties expressly understand and agree that each Party shall release any and all information necessary to comply with Texas law without the prior written consent of the other.
- B. Electronic Mail Addresses. The Harris Center 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 The Harris Center and agents acting on behalf of The Harris Center and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

#### 19. NO THIRD-PARTY BENEFICIARIES

- A. The County is not obligated or liable to any Party other than The Harris Center 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.

#### 20. 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.

#### 21. TAXES AND CHARGES

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



- B. The Harris Center is an Agency of the State under the laws of the State of Texas and claims exemption from sales and use taxes under TEX. TAX CODE ANN. §151.310, as amended.

## 22. AUDIT RIGHTS AND RECORD RETENTION

- A. Audit Rights. The Harris Center shall cooperate to the fullest extent with any and all federal, state, local, County, or County audits related to this Agreement. The Harris Center'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. Billing Audits. County and its designee shall have the right to examine and audit all of The Harris Center's billings/invoices and all of Harris Center's backup and support data for those billings/invoices. Upon Department's request, The Harris Center agrees to make such data and supporting documentation available to the County Auditor or designee in Harris County, Texas. All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit.
- C. Record Retention and Management. The Harris Center 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. The Harris Center 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. County or its designee may (put will not be required to) assist The Harris Center in establishing a set of records that complies with the requirements of the grant or the government agency providing the funds for this Agreement and may periodically inspect such records to ensure that they are properly kept.

## 23. SEVERIBILITY

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

## 24. SURVIVAL OF TERMS

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

## 25. SUCCESSORS AND ASSIGNS

- A. The County and The Harris Center bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement.
- B. Neither the County nor The Harris Center shall assign, sublet, or transfer any interest, duty, or obligation of performance under this Agreement without the express written consent of the other. Such written permission will not be unreasonably withheld.

## 26. INFORMATION CERTIFICATION.

The Harris Center certifies that all information submitted by it to the County is, to the best of its knowledge, true, complete and accurate. The Harris Center understands that deliberately misrepresenting or withholding information, or making any false, fictitious, or fraudulent

## 27. 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 transactions required by this

Agreement may be conducted by electronic means. This Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature.

THE HARRIS CENTER FOR MENTAL HEALTH AND IDD HARRIS COUNTY

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

Date: 9/13/2022

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

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

APPROVED AS TO FORM:

DocuSigned by:  
By: Kendra Thomas  
616749AE1976408...  
Kendra Thomas, JD  
General Counsel

APPROVED AS TO FORM:  
Christian D. Menefee  
COUNTY ATTORNEY

By: Philip Berzins  
Philip Berzins  
Assistant County Attorney  
C.A. File 22GEN2932

DS  
MJ

DS  
ST

## **Attachment A**

### **Service Summary**

The Harris Center shall provide 3.8 full-time equivalents (FTE) mental health professionals to Harris County Resources for Children and Adults. The Harris Center will ensure that mental health staff are appropriately licensed (i.e.; LPC, LCSW, or LMFT), credentialed and trained, and have experience in child and adolescent development, and the unique characteristics of at-risk and traumatized youth. This staff will work with the Harris Center's *Director of Forensic Juvenile Justice Services Unit* and Harris County Resources for Children and Adults' *Manager, Triad Mental Health and Common Sense Parenting* to ensure that the mental health service standards are met.

Staff will be assigned to one of two programs, Triad Mental Health Counseling or the Common Sense Parenting program, based on program needs.

Triad Mental Health licensed therapists will provide mental health screenings, assessments, office and community based therapy, and other mental health and case management services to youth and families. At least one therapist will serve as the Waco Center for Youth Liaison for Harris County.

Therapists assigned to the Common Sense Parenting Program will provide curriculum based parenting classes offered in the office and community. They will also provide individual family coaching sessions with class participants on a weekly basis. They will have training in using motivational interviewing and meet certification requirements in the evidence based curriculum chosen by Harris County Resources for Children and Adults within 6 months of employment.

**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 \_\_\_\_\_, 2022, with all members present except \_\_\_\_\_.

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

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

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

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<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 be, and is hereby, authorized to execute for and on behalf of Harris County, an Agreement with The Harris Center for Mental Health and IDD to provide for Triad Mental Health Counseling or the Common Sense Parenting program. 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.