



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

January 18, 2023

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:** Psychiatric Services and Physician Supervision Services for the Harris County Children's Assessment Center  
**Agency:** The University of Texas Health Science Center at Houston  
**Term:** 01/31/2023 - 01/30/2024 with four (4) one-year renewal options  
**Amount:** \$90,000  
**Reviewed By:** • Harris County Purchasing • Children's Assessment Center

Sincerely,

DeWight Dopslauf  
Purchasing Agent

JB  
Attachment(s)  
cc: Agency

**FOR INCLUSION ON COMMISSIONERS COURT AGENDA JANUARY 31, 2023**



## **INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON**

This Interlocal Agreement is between Harris County (the "County"), a body corporate and politic under the laws of the State of Texas, acting by and through its Children's Assessment Center (the "Center"), and The University of Texas Health Science Center at Houston ("UTHSC-H"), on behalf of its Department of Psychiatry and Behavioral Science. The County and UTHSC-H may be referred to collectively as the "Parties" or individually as a "Party."

### **1) SCOPE OF SERVICES**

- A) UTHSC-H shall provide Psychiatric Services and Physician Supervision Services (the "Services") for the Harris County Children's Assessment Center.
- B) UTHSC-H shall assign to the Center's facility a qualified medical person to provide supervision (the "Physician") to a psychiatric resident (the "Resident") who may be rotated to the Center.
- C) The Physician and Resident shall be referred to collectively as the "Personnel."
- D) The Resident shall be responsible for providing patient evaluations and outpatient psychiatric services under the Physician's supervision. Resident coverage shall be provided for a minimum of four (4) hours and a maximum of eight (8) hours per week as agreed upon by the Parties.
- E) The Physician's responsibilities shall be to provide patient evaluation and outpatient psychiatric services, including but not limited to medication verifications on the patients, as agreed upon by the Center. The Physician Services are to be rendered for a minimum of four (4) hours and a maximum of eight (8) hours per week as agreed upon by the Parties.
- F) The Physician shall provide to the Center on a monthly basis, all charge-capture information necessary for the Center to successfully bill outside payers.

### **2) THE CENTER'S RESPONSIBILITIES**

- A) The Center will be responsible for the billing of Services to outside payors including but not limited to, third-party insurance companies, law enforcement jurisdictions, Texas Crime Victims Compensation Fund, and Medicaid ("Payors"). The Center will submit claims to these Payors based on demographic information provided by the Center and on the charge-capture information that is provided by the Physician. If any of the Payors require

additional supportive documentation to process payment of claims, it will be the Center's responsibility to produce such documentation with the Physician's full cooperation, when applicable.

- B) The Center will use a separate billing site to keep track of all billing and collection activity. Monthly reports of activity will be generated for the Center showing gross charges, adjustments, disallowances, and receipts. All funds collected for the services rendered at the Center will be owned, kept and managed by County.
- C) The Center will be responsible for scheduling appointments, maintaining proper medical records, and collecting affidavits and demographic information for billing by the Center. The Center will be responsible for all transcriptions. General office supplies will be provided by the Center.

### **3) UTHSC-H'S RESPONSIBILITIES**

- A) UTHSC-H's responsibilities shall include providing qualified Personnel, with the appropriate licenses, to provide the Services to the Center. UTHSC-H will pay for the salary and fringe benefit expenses associated with the Personnel's performance of the Services.
- B) UTHSC-H represents and warrants the following.
  - i) Personnel's licenses have never been suspended or revoked in any state.
  - ii) Personnel have never been reprimanded, sanctioned or disciplined by any licensing board.
  - iii) Neither UTHSC-H nor Personnel have ever been sanctioned or fined by the Office of Inspector General of the United States Department of Health and Human Services ("DHHS") or any other governmental authority and have never been excluded from participation in Medicare, Medicaid, or any other federal health care program. UTHSC-H shall immediately notify the Center of any such exclusion or suspension of UTHSC-H or the Personnel.
  - iv) The Personnel have never been denied membership or provider status in a medical group, IPA, health plan, HMO, PPO, or other healthcare delivery entity or system nor ever had such membership or provider status terminated or not renewed based on Personnel's actual or alleged professional incompetence.
  - v) Neither UTHSC-H nor Personnel are in breach of any other contract, obligation or covenant that would affect their ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.

- C) UTHSC-H understands and agrees that the County may require drug testing and a criminal background check of the Personnel prior to commencement of Services under this Agreement. UTHSC-H agrees to fully cooperate in all requirements including, but not limited to requiring Personnel to provide fingerprints when requested. If Personnel refuse to cooperate, UTHSC-H understands that the Personnel will be unable to be placed at the Center and agrees to provide alternate Personnel.

#### **4) TERM**

The term of this Agreement shall commence upon approval by Commissioners Court and shall continue and remain in effect for one (1) year, unless earlier terminated in accordance with this Agreement. At the County's option, this Agreement may be renewed for four (4) additional one-year periods (each a "Renewal Term") under the same terms and conditions.

#### **5) UTHSC-H'S COMPENSATION**

- A) UTHSC-H shall pay for the salary and fringe benefits expenses associated with the Personnel assigned under this Agreement.
- B) For the Services for the Resident, the County will pay UTHSC-H Seventy-Five and No/Dollars (\$75.00) per hour.
- C) For the Services provided by the Physician, the County will pay UTHSC-H One Hundred Fifty and No/Dollars (\$150.00) per hour.
- D) Reimbursement payments will be made to UTHSC-H in accordance with this article and the laws of the State of Texas and sent to:

The University of Texas Health Science Center of  
Houston Department of Psychiatry and Behavioral  
Science  
1941 East Road, Rm. 3.220  
Houston, TX 77054  
Attention: Director of  
Management Operations

#### **6) TERMS OF PAYMENT**

- A) On or about the last day of each calendar month during the term of this Agreement, UTHSC-H shall submit to the Center's Director of the Psychological Services and Research (the "Director") a sworn invoice for Services rendered during that month and shall send a copy of said invoice to the Auditor's Department. Each invoice shall be in a form acceptable to the County

Auditor and shall include such detail of the Services as may be requested by the County Auditor for verification purposes.

- B) The invoices shall, at a minimum, include a description of the Services, the day(s) and the time(s) that Personnel performed the Services, and the total amount billed for the Services, in accordance with the rates in Article 5. After receipt of an invoice, the Director shall review and approve it with such modifications as may be deemed appropriate, and then forward, with any modifications, to the County Auditor for payment. The County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas.

## **7) LIMIT OF APPROPRIATION**

- A) It is expressly understood and agreed that the County has available Ninety Thousand and No/Dollars (\$90,000.00), the total maximum sum of funds hereinafter certified available by the Harris County Auditor and evidenced by the issuance of a Purchase Order by the Harris County Purchasing Agent, for the purpose of satisfying the County's obligations for the Initial Term, under the terms and provisions of this Agreement. UTHSC-H understands and agrees, said understanding and agreement being also of the absolute essence of this Agreement, that the total maximum compensation that UTHSC-H may become entitled to hereunder and the total maximum sum that the County shall become liable to pay to UTHSC-H hereunder shall not under any conditions, circumstances, or interpretations thereof exceed that sum.
- B) When and if all the funds certified are expended for the purpose of satisfying the County's obligations under the terms and provisions of the Agreement, the sole and exclusive remedy of UTHSC-H shall be to terminate the Agreement.
- C) With regard to any Renewal Terms or extension of this Agreement, the County has not certified any funds for any renewal or extension period beyond current fiscal funds. Therefore, if the County exercises any renewal option, the renewal is subject to the future availability and certification of the then current fiscal funds for the Renewal Term.

## **8) TERMINATION**

- A) Either Party may terminate this Agreement at any time by giving written notice to the other Party.
- B) Upon receipt of termination notice, UTHSC-H shall discontinue all Services in

connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

- C) Within thirty (30) days after receipt of notice of termination, UTHSC-H agrees to submit an invoice showing in detail the Services performed under this Agreement up to and including the date of termination.
- D) The County agrees to pay UTHSC-H that proportion of the prescribed charges for the Services actually performed and deliverables actually received under this Agreement bear to the total Services or deliverables called for under this Agreement, less such payments on account of charges as have previously been made.
- 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, 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.

## 9) INDEMNIFICATION

**TO THE EXTENT PROVIDED BY CHAPTERS 101 AND 104 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE, AND OTHER PROVISIONS OF THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, EACH PARTY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OTHER PARTY, THEIR OFFICERS, AGENTS, AND EMPLOYEES AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, AND COSTS INCURRED BY THE INDEMNIFIED PARTY DIRECTLY OR INDIRECTLY RESULTING FROM ANY NEGLIGENT ACT OR OMISSION OF THE INDEMNIFYING PARTY IN THE PERFORMANCE OF THIS AGREEMENT.**

## 10) INDEPENDENT CONTRACTOR

- A) The Services performed by UTHSC-H under this Agreement are performed by UTHSC-H as an independent contractor and in addition to its regular business. UTHSC-H shall remain an independent contractor and shall not be considered an employee, agent, borrowed servant, or partner of the County.

- B) As an independent contractor, UTHSC-H shall accept any directions issued by the Center through its authorized representatives pertaining to the goals to be attained and the results to be achieved. However, UTHSC-H shall be solely responsible for the manner in which its personnel perform the Services under the Agreement.
- C) The Personnel assigned by UTHSC-H to perform its obligations under this Agreement shall not have the legal status of an employee of the County and shall have no right in or claim to any of the County's employee benefits or group insurance plans or programs. UTHSC-H acknowledges the independent contractor's status and its sole responsibility with respect to payment of any and all taxes or other assessments which may be payable as a result of the fees paid under this Agreement. The Center shall not provide to the UTHSC-H or Personnel any benefits including, but not limited to Social Security, unemployment compensation, disability insurance, workers' compensation or similar coverage, or any other statutory benefit. The Center shall not withhold from UTHSC-H's compensation any federal, state or local taxes except as shall be required to be withheld pursuant to any applicable law or regulation.
- D) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY OR COURT OF COMPETENT JURISDICTION DETERMINES THAT UTHSC-H OR THE PERSONNEL IT PROVIDES PURSUANT TO THIS AGREEMENT ARE NOT INDEPENDENT CONTRACTORS, UTHSC-H, TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, AND EXPENSES THAT MAY BE INCURRED BY COUNTY AS A RESULT OF THIS DETERMINATION.**

#### **11) DEBARMENT AND SUSPENSION**

UTHSC-H certifies that it, and any Personnel it provides to the County pursuant to this Agreement, is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs. UTHSC-H certifies that it is in good standing with all State and/or Federal agencies that have a contracting or regulatory relationship with UTHSC-H. UTHSC-H certifies that no person who has an ownership or controlling interest in UTHSC-H or who is an agent or managing employee of UTHSC-H has been convicted of a criminal offense related to involvement in any program, including a program established under Medicare, Medicaid, Title XX Social Services block grant or the Substance Abuse Prevention and Treatment ("SAPT") block grant.

#### **12) APPLICABLE STANDARDS**

- A) In performing all obligations and responsibilities under this Agreement, UTHSC-H agrees to perform the Services hereunder in accordance with generally accepted



standards applicable thereto and shall comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder. Specifically, UTHSC-H warrants and represents that:

- i) the Personnel it provides to the Center are in compliance with applicable laws governing their licenses; and
  - ii) the Personnel conform to the standards of practice as set forth by their licensure; and
- B) Subject to applicable laws and regulations, UTHSC-H agrees to keep confidential and agrees to ensure the Personnel keep the contents of all the discussions with officials of the Center, as well as the contents of all Center records and all other information obtained during the performance of Services under this Agreement confidential unless the Center, by written authorization, authorizes UTHSC-H to release information to any third parties. UTHSC-H shall ensure that Personnel do not access any information which they are not authorized to receive, nor shall UTHSC-H or Personnel copy, recreate, or use any information or documents obtained in connection with this Agreement other than for the performance of this Agreement. Neither shall UTHSC-H copy, recreate, or use any proprietary information of any third party in the performance of Services under this Agreement except to the extent authorized by such third party.
- C) UTHSC-H understands and agrees that the Center shall require drug testing and a criminal background check of all Personnel assigned to the Center prior to commencement of Services under this Agreement. UTHSC-H agrees to ensure that the Personnel fully cooperate in all requirements including, but not limited to supplying fingerprints when requested. UTHSC-H understands and agrees that if for any reason any Physician or Resident refuses to cooperate, that Physician or Resident shall not be allowed to perform Services for the Center and UTHSC-H shall immediately replace the Physician or Resident.

### **13) NOTICE**

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or UTHSC-H at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:



To UTHSC-H:                   The University of Texas Health Science Center at Houston  
1941 East Road, Rm. 3.220  
Houston, Texas 77054  
Attn: Director of Management Operations

To the Center:                HC Children's Assessment Center  
2500 Bolsover  
Houston, Texas 77005  
Attn: Jennifer Hill

Copy to:                      Harris County Purchasing  
1001 Preston Suite 670  
Houston, Texas 77002  
Attn: Jessica Barelás

Either Party may change addresses by giving the other Party ten (10) days written notice.

#### **14)    INSURANCE**

A)     UTHSC-H 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 UTHSC-H. UTHSC-H's insurance policies shall be the primary policies for the Agreement. These requirements do not establish the limits of UTHSC-H's liability.

B)     UTHSC-I-I shall maintain for each person placed at the Center:

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

#### **15)    APPLICABLE LAW AND VENUE**

A)     The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds or of applicable conditions of participation in Medicaid or Medicare program(s). Each Party shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations concerning the performance of this Agreement or the use of the System.

- B) This Agreement is governed by the laws of the State of Texas.
- C) The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.
- D) The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

**16) NO WAIVER OF IMMUNITY**

- A) The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by the Parties of any immunities from suit or liability that the Parties may have by operation of law. Nothing in the Agreement shall reduce or eliminate any remedies available to the Parties in law or equity.
- B) Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a Party hereto.
- C) The Parties do not agree to waive their right to a jury trial.

**17) EFFECT OF AGREEMENT**

This Agreement supersedes any and all other discussions, negotiations and representations of any kind and represents the entire Agreement of the parties concerning the subject herein above mentioned. No modification of this Agreement shall be effective until such modification is reduced to writing and signed by both parties.

**18) 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").

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

B) General.

- i) UTHSC-H agrees to hold all PHI and EPHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. Gov'T CODE ANN. §§ 552.001 *et seq.*, as amended.
- ii) UTHSC-H 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 UTHSC-H's own expense.
- iii) UTHSC-H 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 UTHSC-H's services to the County. Compliance with this paragraph is at UTHSC-H'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. UTHSC-H 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. UTHSC-H is a "Business Associate" of the County as that term is defined under the Privacy and Security Requirements.
- i) Nondisclosure of PHI. UTHSC-H agrees not to use or disclose PHI received from or on behalf of the County or created, compiled, or used by UTHSC-H 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. UTHSC-H agrees not to further use or disclose PHI or EPHI received from or on behalf of the County or created, compiled, or used by UTHSC-H 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 UTHSC-H 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. UTHSC-H 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. UTHSC-H 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 UTHSC-H 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. UTHSC-H agrees to report to the County any Security Incident immediately upon becoming aware of such. UTHSC-H further agrees to provide the County with the following information regarding the Security Incident as soon as possible, but no more than five (5) business days after becoming aware of the Security Incident:

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

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

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

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

- a) notifying the individual(s) whose PHI or EPHI was involved in the Security Incident, either in writing, via telephone, through the media, or by posting a notice on the County's website, or through a combination of those methods, of the Security Incident;
- b) providing the individual(s) whose PHI or EPHI was involved in the Security Incident with credit monitoring services for a period of time to be determined by the County, at no cost to the individuals; and
- c) providing notice of the Security Incident, as required by law, to the Secretary of the United States Department of Health and Human Services ("DHHS").

UTHSC-H agrees to reimburse the County for all expenses incurred as a result of UTHSC-H's Security Incidents, including, but not limited to, expenses related to the activities described above. UTHSC-H agrees that the County will select the vendors and negotiate the contracts related to said expenses.

- vi) EPHI and Subcontractors. UTHSC-H 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, UTHSC-H agrees to give the County at least sixty (60) days advance notice of its intent to provide PHI or EPHI to an agent located outside of the United States.

- vii) Subcontractors and Agents. UTHSC-H shall require any subcontractor or agent to whom UTHSC-H provides PHI or EPHI received from or on behalf of the County or created, compiled, or used by UTHSC-H pursuant to this Agreement, to agree to the same restrictions and conditions that apply to UTHSC-H with respect to such PHI and EPHI.
- viii) Reciprocal Disclosures. The Parties agree that the Parties may reciprocally disclose and use PHI or EPHI for initial and continuing eligibility and compliance determinations related to the provision of benefits, for auditing and legal compliance purposes, and for compliance with laws, regulations, and rules related to the provision of medical or drug benefits to persons who may be eligible for such benefits under the Medicare Prescription Drug Benefit Program, Part D, or other federal or State of Texas programs.
- ix) Mitigation. UTHSC-H agrees to mitigate, to the extent practicable, any harmful effect that is known to UTHSC-H of a use or disclosure of PHI or EPHI by UTHSC-H, or by a subcontractor or agent of UTHSC-H, resulting from a violation of this Article, including violations of the Privacy and Security Requirements stated herein. UTHSC-H also agrees to inform the County in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.
- x) Notice - Access by Individual. UTHSC-H 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, UTHSC-H agrees to make available PHI and EPHI to the County or, as directed by the County, to an individual in accordance with 45 C.F.R. § 164.524.
- xi) Notice - Request for Amendment. UTHSC-H 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. UTHSC-H 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, UTHSC-H 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. UTHSC-

H 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, UTHSC-H agrees to make available to HHS or its designee, UTHSC-H'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, UTHSC-H agrees to make available to the County and its duly authorized representatives during normal business hours UTHSC-H'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. UTHSC-H agrees to allow such access until the expiration of six (6) years after the services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later. UTHSC-H agrees to allow similar access to books, records, and documents related to contracts between UTHSC-H and organizations related to or subcontracted by UTHSC-H to whom UTHSC-H 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. UTHSC-H agrees to incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by the County pursuant to this Agreement when notified by the County that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the Privacy and Security Requirements.
- xvi) Documentation of Disclosures. UTHSC-H 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, UTHSC-H agrees to deliver all PHI or EPHI received from the County or created, compiled, or used by UTHSC-H pursuant to this Agreement within thirty (30) days from the date of termination, or, if specially requested to do so by the County in writing, to destroy all PHI



or EPHI within the time frame determined by the County, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when UTHSC-H maintains PHI or EPHI from the County in any form. If UTHSC-H determines that transferring or destroying the PHI or EPHI is infeasible, UTHSC-H agrees:

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

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

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

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

**G) Indemnification. UTHSC-H, to the extent provided by Chapters 101 and 104 of the Texas Civil Practice and Remedies Code, and other provision of the Constitution and Law of the State of Texas, agrees to indemnify and hold harmless, to the extent allowed by law, 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 UTHSC-H; or**
- ii) any negligent or wrongful acts or omissions of UTHSC-H 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 the Agreement and expires six (6) years after its termination.

**19) TEXAS PUBLIC INFORMATION ACT**

- A) The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, TEX. Gov'T CODE ANN. §§ 552.001 *et seq.*, as amended (the "Act"). Each Party expressly understands and agrees that the other Party shall release any and all information necessary to comply with Texas law without the prior written consent of the other Party.
- B) It is expressly understood and agreed that each Party, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the other Party, whether or not the same are available to the public. It is further understood that the each Party, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that each Party, its officers, and employees shall have no liability or obligations to the other Party for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to a Party in reliance on any advice, decision or opinion of the Attorney General.
- C) In the event the a Party receives a written request for information pursuant to the Act that affects the other Party's rights, title to, or interest in any information or data or a part thereof, furnished to a Party by the other Party under this Agreement, then the Party will promptly notify the other Party of such request. The other Party may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. The other Party is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. The other Party is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.
- D) Electronic Mail Addresses. Each Party affirmatively consents to the disclosure of its e-mail addresses that are provided to the other Party, including any agency or department of the other Party. 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 other Party and agents acting on behalf of the other Party and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

**20) EXECUTION**

Multiple Counterparts: The 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 the Agreement.

THE UNIVERSITY OF TEXAS  
HEALTH SCIENCE CENTER AT  
HOUSTON

By: T. Kevin Dillon  
T. KEVIN DILLON  
Sr. Executive Vice President and  
Chief Operating Officer

By: Jair C. Soares, M.D.  
Jair C. Soares, M.D.  
Department of Psychiatry and  
Behavioral Sciences

APPROVED AS TO LEGAL FORM  
on behalf of UTHealth  
dsl 12/20/2022  
By: \_\_\_\_\_

HARRIS COUNTY

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

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFEE  
COUNTY ATTORNEY

By: T. Scott Petty  
T. Scott Petty  
Assistant County Attorney  
C.A. File 22GEN3724

APPROVED:  
THE CHILDREN'S ASSESSMENT  
CENTER

By: Kerry McCracken  
KERRY MCCRACKEN  
Executive Director

ORDER OF COMMISSIONERS COURT  
Authorizing execution of interlocal agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_ 2023 with all members present except \_\_\_\_\_.

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

**ORDER AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT  
BETWEEN HARRIS COUNTY AND THE UNIVERSITY OF TEXAS HEALTH  
SCIENCE CENTER AT HOUSTON**

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

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

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

**IT IS ORDERED** that County Judge Lina Hidalgo be, and is hereby authorized to execute, for and on behalf of Harris County, the Interlocal Agreement with the University of Texas Health Science Center at Houston to provide Psychiatric Services and Physician Supervision Services for the Harris County Children's Assessment Center; for a not-to-exceed cost of Ninety Thousand and No/Dollars (\$90,000.00); for a term beginning upon approval of Commissioners Court and continuing for one (1) year; with the option of four (4) additional one-year terms under the same terms and conditions; the Interlocal 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.