

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HARRIS COUNTY COMMISSIONER PRECINCT TWO
AND
THE HARRIS CENTER FOR MENTAL HEALTH AND IDD**

This Memorandum of Understanding (“MOU”) 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 Commissioner Precinct Two (“Department” or “Precinct 2”)**, and **The Harris Center for Mental Health and IDD (“The Harris Center”)**, 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 for the purpose of providing a more complete continuum of care for participants while avoiding duplication of services. This MOU shall be in effect from the Date of Full Execution through August 31, 2024. County and The Harris Center are referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS

Whereas, the County would like to enter into an agreement with The Harris Center to provide mental health services at County community centers;

Whereas, The Harris Center is an expert in the field of behavioral health, with a vision to empower people with behavioral health and IDD needs to improve their lives through an accessible, integrated, and comprehensive recovery-oriented system of care;

The Parties agree that the County is not expending any funds in this Agreement; and

Whereas, the Parties enter into this MOU to memorialize their understanding of the services and programs to be provided at County community centers.

1. ORGANIZATIONAL BACKGROUND

Agency’s mission is to transform the lives of people with behavioral health and intellectual developmental disability (“IDD”). Agency provides support to persons with severe mental illness and substance use disorders in a manner that enhances their ability to live independently in their own homes, develop relationships, work, and remain out of hospitals and criminal justice facilities.

Harris County Precinct Two is dedicated to excellence, serving the community with compassion, integrity, and honor. It maintains and operates several community centers as listed in Exhibit A as attached hereto and incorporated herein. The centers foster learning, personal growth, and life-long friendships. Its special events are aimed at all ages and offer engaging activities for youth to seniors in the community.

2. PURPOSE

The purpose of this MOU is to allow County and The Harris Center to collaborate through The Harris Center's Substance Use Disorder Outreach Program ("SUDOP") which provides treatment options for Substance Use Disorder ("SUD"), Alcohol Use Disorder ("AUD"), and Opioid Use Disorder ("OUD"). SUDOP will provide outreach and engagement service to individuals with a substance and/or alcohol use disorder(s) that will help clients maintain their recovery. SUDOP will also provide Mental Health services and referrals to medical care on an as-needed basis by persons seeking services.

3. OBJECTIVES

County and the Agency will coordinate services for Consumers to ensure the following objectives are met:

- a. Provide outreach and engagement services,
- b. Will assist in consumers receiving medical services,
- c. Jointly monitor the service delivery continuum,
- d. Reduce duplication of services and
- e. Maximize available resources.

4. TERM

This MOU is made effective as of the Date of Full Execution until August 31, 2024, the end of the Agency fiscal year ("Initial Term"). Each subsequent Term shall automatically renew for subsequent period of the same length as the initial Term unless either Party gives the other written notice of termination at least thirty (30) days prior to expiration of the current term.

4.1 Either Party may terminate the MOU by giving thirty (30) days written notice in the event of reduced or total loss of funding for the services provided hereunder.

4.2 Either Party may terminate the MOU without cause by giving the other Party thirty (30) days written notice.

4.3 TERMINATION DUE TO BREACH OF CONFIDENTIALITY OF STATE AND FEDERAL RULES AND LAWS:

The Agency shall have the right to take the following steps in the event that it becomes aware of a material breach by County of the Agency's Privacy Policy, Procedures, and/or Practices or becomes aware that County has violated a material provision of the HIPAA Privacy Rule.

- a. Provide County with the opportunity to cure the breach or violation, or
- b. Immediately terminate the MOU if County is unable or unwilling to cure the breach or violation
- c. If neither termination nor cure is feasible, the Agency shall report the violation to Health and Human Services
 - i. Health and Human Services.

5. COUNTY'S ROLES AND RESPONSIBILITIES

5.1. County agrees to provide the following services to support the provisioning of SUDOP services by The Harris Center subject to the availability of resources. All services will be delivered in accordance with County's usual and customary policies, procedures, ethical and professional guidelines, rules, or regulations:

- a. Providing space within its community centers operated and owned by County as listed in Exhibit A.
- b. Refer consumers to SUDOP through various marketing strategies and/or written announcements.

6. AGENCY ROLES AND RESPONSIBILITIES

6.1. The Agency agrees to provide the following services to eligible Consumers referred by County subject to the availability of resources. All services will be delivered in accordance with Agency's usual and customary policies, procedures, ethical and professional guidelines, rules, or regulations:

- a. Substance Use Disorder Treatment Services (providing group and individual counseling to the following populations: adult, adult specialized female, and adolescent);
- b. Intellectual Developmental Disabilities;
- c. Mental Health Services (adults, children, adolescents);
- d. Crisis and Emergency Services;
- e. Make and document reasonable attempts to screen all referred clients within 24 hours and schedule intake for individuals in need within 10 business days;
- f. Make all reasonable efforts to respond to referrals for mental health crises within 1 hour of request;
- g. SUDOP will keep and maintain records for the consumers;
- h. SUDOP will provide transportation assistance for clients who need assistance; and treatment as part of crisis intervention services;

7. LACK OF FINANCIAL RESPONSIBILITY

Each Party is expected to contribute all necessary human resource(s), technical expertise, and/or material(s) at the same proportionality or intensity that it would for each referred Consumer, subject to the availability of resources.

Nothing in this MOU shall be deemed to be a commitment or obligation for future payment of money from either Party. Additionally, this MOU does not prohibit a Party from obligating funds for or designating employees to assist with the delivery of services.

8. NOTICE INFORMATION

All notices, requests, consents, and other communications must be in writing and must be addressed to the receiving Party's address set forth below or to such other address as the Party may hereinafter designate.

If to The Harris Center:

Wayne Young, MBA, LPC, FACHE
Chief Executive Officer
The Harris Center for Mental Health and IDD
P.O. Box 25381
Houston, Texas 77265-5381

With a copy to:

The Director of Contract Services
Contracts Department
The Harris Center for Mental Health and IDD
P.O. Box 25381
Houston, Texas 77265-5381

If to Harris County Precinct Two:

Chara L. Bowie, MA, LPC-S
Director of Health Services
16003 Lorenzo Street
Channelview, Texas 77530-4306

9. GENERAL PROVISIONS

9.1 Amendments.

The MOU may not be modified, altered, or amended except by written agreement and signed by both Parties.

9.2 Nondiscrimination.

Each Party to this MOU agrees that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder. The Parties hereto agree to comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991 and all amendments to each and all requirements imposed by the regulations issued pursuant to these acts.

9.3 No Implied Authority.

Any authority delegated by one Party to another Party is limited to the terms of this MOU. No Party shall rely upon implied authority, or any authority not specifically delegated under this MOU to create, amend, or disregard any Party's programs or policies.

9.4 Ownership of Records.

All records created by Agency during the performance of this MOU including clinical records of Consumers evaluated at County facilities shall remain the property of Agency.

9.5 Confidentiality of Records of Covered Individuals Served by This MOU.

The Parties agree to comply with all applicable State Confidentiality laws, Health Insurance Portability and Accountability Act regulations including the Business Associate and Qualified Service Organization Agreement ("BAQSOA") which is attached and incorporated as Exhibit B, if applicable to services provided herein, incorporated by reference to this MOU.

In accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Privacy Rule (45 CFR Parts 160 and 164), HITECH ACT, Public Law 111,005, and Substance Abuse 42 CRF Part II as outlined below:

- a. The Harris Center agrees and acknowledges that in receiving, storing, processing, or otherwise dealing with client information, if any, accessed or generated during services for Precinct 2 that The Harris Center and its officers, employees, agents, and subcontractors are bound by the provisions of laws, statutes, and regulations protecting the confidentiality of this information.
- b. The Harris Center agrees and acknowledges that in receiving, storing, processing, or otherwise dealing with information, if any, pertaining to or about a person with respect to alcohol or drug abuse, The Harris Center and its officers, employees, and agents are bound by the provisions of 42 C.F.R. Part 2.
- c. The Harris Center agrees to follow, undertake, or institute appropriate procedures of safeguarding client information, if any, with particular reference to client identifying information or protected health information. The term "client identifying information" and/or "protected health information" includes, but is not limited to, a client's medical record, graphs, or charts; statements made by the client, either orally or in writing, while receiving services; photographs, videotapes, etc., and any acknowledgment that a person is or has received services at the facility, center, or other designated venue.
- d. The Harris Center agrees to resist in judicial proceedings any efforts to obtain access to information pertaining to clients except as expressly stated in applicable laws, rules, and regulations. County agrees to inform The Harris Center of any attempts to gain access to information pertaining to clients.
- e. The Harris Center agrees to report to County any use or disclosure of protected health information not provided for by this MOU of which it becomes aware. To the extent practicable, as well as to mitigate any harmful effect that it is aware of that results from the

use or disclosure of protected health information by it in violation of the requirements of this MOU.

- f. The Harris Center agrees to make available to the Secretary of State or its designee its internal practices, books, records, policies and procedures or those of The Harris Center used by County related to the use and disclosure of protected health information for the purpose of determining County's compliance with the Privacy Rule.
- g. The Harris Center agrees to maintain documentation and information related to its uses and disclosures of protected health information to permit County to provide an accounting of disclosures as prescribed by 45 CFR §164.528.
- h. The Harris Center acknowledges that County is not permitted to enter into any agreement with The Harris Center to, create, receive, maintain, use, disclose, have access to, or transmit Confidential Information, on behalf of The Harris Center without requiring that County to first execute the Subcontractor Agreement Form (Exhibit __), which ensures that the County (Subcontractor) will comply with the identical terms, conditions, safeguards, and restrictions as contained in the Data Use Agreement for PHI executed between the Agency and HHSC. A copy of the executed DUA is available upon request.

9.6 Mutual Indemnification.

The Parties hereby agree, to the extent permitted by the law and the Constitution of the State of Texas, to indemnify and hold harmless each other and all of its Directors, Officers, Employees, and Agents from all suits, actions, claims, or cost of any character, type, or description brought or made on account of any injuries, death or damage received or sustained by any person or persons or property, including but not limited to clients, arising out of or occasioned by any acts or negligence of personnel if any, or its agents or employees whether occurring during the performance of the services hereunder or in the execution of the performance of any of its duties pursuant to this MOU.

9.7 Dispute Resolution.

In the event, a dispute arises between the Parties involving the provisions or interpretation of any term or condition of the MOU, and if both Parties desire to attempt to resolve the dispute prior to termination or expiration of the MOU, then the Parties may refer the issue to a mutually agreeable dispute resolution process in accordance with Tex. Gov. Code §2260.

9.8 Force Majeure.

Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the MOU or other interruption of service deemed resulting, directly or indirectly, from acts of God, epidemic, pandemic, Governmental authority, order, requisition, or necessity of the government, or specific cause beyond the reasonable control and not attributable to the Party's neglect or nonfeasance, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes, or other work interruptions by either Party's employees, or any similar cause beyond the reasonable control of either Party.

9.9 Governing Law and Venue.

This MOU shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Harris County, Texas.

9.10 Entire Agreement.

This MOU constitutes the sole and only agreement of the Parties hereto and supersedes any prior understandings, written or oral agreement between the Parties respecting the subject matter herein.

AUTHORIZATION:

County warrants and assures The Harris Center for Mental Health and IDD that it possesses adequate legal authority to enter into this MOU. County’s governing body, where applicable, has authorized the signatory official(s) to enter this MOU and bind County to the terms of this MOU and any subsequent amendments hereto.

HARRIS COUNTY

By: _____
Lina Hidalgo Date
County Judge

HARRIS COUNTY PRECINCT TWO

By: Chara L. Bowie 5/3/2023
Director of Health Services Date

APPROVE AS TO FORM:

Christian D. Menefee
County Attorney

By: An Le 5/2/2023
An Le Date
Assistant County Attorney
C.A. FILE 23GEN0708

THE HARRIS CENTER MENTAL HEALTH AND IDD

DocuSigned by:
Wayne Young 3/22/2023
5CDF2A7E52A04EA...
Wayne Young, MBA, LPC, FACHE Date
Chief Executive Officer

Reviewer Initials kk and ST

APPROVED AS TO FORM:

DocuSigned by:
Kendra Thomas 3/22/2023
616749AE1976408...
Kendra Thomas, JD, LPC Date
General Counsel

ORDER OF COMMISSIONERS COURT
Authorizing Execution of a Memorandum of Understanding

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 A MEMORANDUM OF UNDERSTANDING
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. 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 she is hereby authorized to execute, for and on behalf of Harris County, the Memorandum of Understanding between Harris County and the Harris Center for Mental Health and IDD to provide mental health services at County community centers. The Memorandum of Understanding 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.

EXHIBIT A

Bay Area Community Center	5002 East NASA Pkwy, Seabrook, TX 77586
East Harris County Activity Center	7340 Spencer Hwy, Pasadena, TX 77505
Felix L Baldree Community Center	13828 Corpus Christi St, Houston, TX 77015
Hardy Community Center	11901 West Hardy Rd, Houston, TX 77076
JD Walker Community Center	7613 Wade Rd, Baytown, TX 77521
Leonel J Castillo Community Center	2101 South St, Houston, TX 77009
Mangum-Howell Community Center & Richard P Doss Activity Center	2500 Frick Rd, Houston, TX 77038
Martin L Flukinger Community Center	16003 Lorenzo St, Channelview, TX 77530
North East Harris County Community Center	10918 1/2 Bentley St, Houston, TX 77093
Pep Mueller Activity Center	14750 Henry Rd, Houston, TX 77060
VV Ramsey	16003 Lorenzo St., Channelview, TX 77530