

**INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND HARRIS COUNTY
HOSPITAL DISTRICT D/B/A HARRIS HEALTH SYSTEM**

This Interlocal Agreement for the Transportation of Psychiatric Patients (“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 acting by and through its Harris County Constable Precinct One (“C1”), and **Harris County Hospital District d/b/a Harris Health System** (“Harris Health”) pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ann. §§791.001 – 791.030. The County and District may each be referred to herein collectively as the “Parties” and individually as a “Party.”

Recitals

1. Parties recognize that the number of patients being served at Harris Health hospitals, Ben Taub and Lyndon B. Johnson Hospital, continues to grow at a rate that could impact the safety and security of patients and furthermore, that the number of beds designated for treatment of patients for mental health issues does not support the current demand of patients seeking mental health treatment.
2. Parties further recognize that without adequate space for treating mental health patients, Harris Health hospitals are forced to place all of its psychiatric patients in its general center alongside patients with no psychiatric condition, which may result in harm to other patients and Harris Health staff and creates additional costs associated with hiring additional security and psychiatric sitters, as C1’s Mental Health Unit cannot handle the increasing caseload at its current staffing levels.
3. County has a duty to provide mental health transportation services to designated mental health facilities pursuant to court orders, and as authorized under Chapters 573 and 574 of the Texas Health & Safety Code, to transport psychiatric patients to mental health facilities; and Harris Health has a duty to furnish medical aid and hospital care to indigent and needy persons residing within the Harris Health’s boundaries, which are coterminous with those of County.
4. County and Harris Health desire to work cooperatively to provide mental health transportation services with patients seeking treatment for mental health issues to certain mental health treatment facilities when Harris Health’s designated psychiatric beds are at capacity.
5. The Interlocal Cooperation Act (TEX. GOV’T CODE Chapter 791) authorizes local governments to execute contracts to increase their efficiency and effectiveness to the greatest possible extent with one another. In accordance with the Interlocal Cooperation Act, each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party, and the purchase of goods or services by the County and Harris Health pursuant to the Interlocal Cooperation Act satisfies the requirements to seek competitive bids for the purchase of goods and services.

6. Accordingly, the purpose of this Agreement is to set forth responsibilities between Harris Health and C1 for the provision of transportation of psychiatric patients as described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference (“Services”).

Terms

1. **Exhibit A, Scope of Services.** County shall provide a dedicated staff (i.e., at a minimum a two-person team) to C1’s current staffing levels to exclusively serve Harris Health as a dedicated team(s) for the coordination and transfer of psychiatric patients designated to mental health facilities, including, but not limited to, Harris County Psychiatric Center and Houston Behavioral Healthcare Hospital, at an annual not-to-exceed amount of the rate approved by the Harris County Commissioners Court (“Commissioners Court”) for the Contract Deputy Patrol Program, currently \$116,400.00 per officer for Fiscal Year October 1, 2023 through September 30, 2024 (“Fiscal Year”). The attached Exhibit A Scope of Services is incorporated in this agreement as if set forth word-for-word.
2. **Compensation.**
 - 2.1. Harris Health agrees to pay the County the sum of \$232,800 (\$116,400.00 per officer) for dedicated staff with a minimum of two (2) officers, which will represent the costs of two (2) full-time deputies for 100% of the C1 Personnel’s salary, including salaries, fringe benefits, vacation, sick leave, and any additional and reasonable expenses the County may incur in providing the services under this Agreement, including, but not limited to supplies; and use of equipment, including any expenses related to the use of law enforcement vehicles.
 - 2.2.. **Upon each one-year renewal term, the sum of compensation will automatically adjust to the rate approved by Commissioners Court for the subsequent fiscal year.** Upon the new budget cycle, Harris Health agrees to pre-pay for C1 Personnel at the beginning of the fiscal year for each subsequent renewal thereof as prescribed and set forth in Exhibit A.
 - 2.3. The Constable shall retain control and supervision of the officers performing services under this agreement to the same extent as he does other officers.
3. **Effective Date.** This Agreement will become effective upon execution by the Parties, and will continue thereafter for a term of one (1) year (“Initial Term”). This Agreement may automatically renew for four additional one (1) year periods (each, a “Renewal Term”) under the same terms and conditions unless otherwise terminated pursuant to Section 4 below. The Initial Term and any Renewal Term shall be referred to collectively as the “Term.” Any renewal is conditioned upon allocation of future funding and availability of funds subject to the annual budgeting approval process by Harris Health’s Board of Trustees and the Commissioners Court of Harris County, Texas. Harris Health shall not be

liable for payment of any fees regardless of their nature or origin that become due after the effective date of termination or non-renewal of this Agreement.

4. Termination and Dispute Resolution.

4.1. Termination. This Agreement may be terminated as otherwise provided in this Agreement or as follows:

- a. **Termination by Default.** Harris Health has the right to terminate this Agreement if County breaches or is in default of any obligation, which default is incapable of cure or which, being capable of cure, has not been cured within twenty (20) days after receipt of notice of such default from the non-defaulting party or within such additional cure period as the non-defaulting party may authorize. The County's failure to make demand for payments due is not a waiver of Harris Health's obligation to make timely payments.
- b. **Termination Without Cause.** Harris Health has the right to terminate this Agreement without cause and without any further obligation or liability upon thirty (30) days written notice to County. Should this Agreement be terminated, County agrees to bill Harris Health within thirty (30) days after the effective date of termination, only for the Services completed by County.
- c. **Termination By Mutual Agreement.** In the event that County or Harris Health agrees in a signed writing approved by their respective governing bodies, this Agreement may be terminated on the terms and date stipulated therein.
- d. If this Agreement is terminated at any time other than the end of a contract month, the monthly installment payment for such contract month will be prorated, less any expenses incurred by the County.
- e. If Harris Health is dissatisfied in any way with the performance of County, the Constable or the officers under this Agreement, Harris Health's sole remedy is termination under subsection 4.1(b) above.
- f. **Annual Appropriations and Funding.** This agreement may be subject to the annual appropriation of funds by Commissioners Court. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this Agreement, then the County will be entitled to immediately terminate this Agreement, without penalty or liability.

4.2. Dispute Resolution. The Parties agree to use the dispute resolution process provided for in the Governmental Dispute Resolution Act, Chapter 2260 of the Texas Government Code, to resolve disputes arising under this Agreement. Harris Health must give written notice to the County of a claim for breach of this Agreement not later than the 180th day after the date of the event giving rise to the claim. By execution of this Agreement, the County acknowledges and knowingly and

voluntarily agrees that neither the execution of this Agreement, nor the conduct, action, or inaction by any person in the execution, administration, or performance of this Agreement constitutes, or is intended to constitute, a waiver of Harris Health's or the County's immunity from suit. The Parties agree that this Agreement shall be construed in accordance with the laws of the State of Texas.

5. Confidentiality.

- 5.1.** Harris Health may disclose to the other Party certain documents, data, and other information that is confidential ("Confidential information") (as defined below). County must take all steps necessary to protect Confidential Information from disclosure to third parties and must not reproduce, copy, or disseminate Confidential Information except to County's partners, principals, representatives, or employees as necessary for the County to perform its obligations hereunder. Confidential Information includes information that has been deemed or designated confidential by law (*i.e.*, constitutional, statutory, regulatory, or by judicial decision); information that has been designated by County as confidential; and Personal Data. "Personal Data" shall mean information relating to an individual from which that individual can be directly or indirectly identified. Personal Data can include both personal health information (*e.g.*, images, heart monitor data, medical records number) and non-health information (*e.g.*, date of birth, gender). Confidential Information does not include information that is or becomes a part of the public domain through lawful means; is previously known to County or information independently developed by County; is disclosed to County by a third party who County believes is legally entitled to disclose the information; is disclosed with Harris Health's proper written consent; is disclosed by Harris Health to a third party without substantially the same restrictions in this Agreement; is required to be disclosed by a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, or by any law, rule or regulation, or by applicable regulatory or professional standards; is required to be disclosed under the Texas Public Information Act, TEX. GOV'T CODE ANN. Chapter 552 *et seq.*, as amended; or is disclosed by County in connection with any judicial or other proceeding involving both Parties.
- 5.2.** Compliance with the Privacy and Security Requirements. In performing its duties under this Agreement, County will have access to "protected health information", including, but not limited to, "individually identifiable health information" and is a Business Associate as those terms are defined in the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191, HIPAA regulations (codified at 45 C.F.R. Parts 160 and 164) or in regulations on Standards for Privacy of Individually Identifiable Health Information. As such, County shall comply with the provisions set forth in the Business Associate Addendum attached to this Agreement and incorporated herein as Exhibit B.

6. Miscellaneous.

- 6.1 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 6.2 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- 6.3 Force Majeure. Neither Party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, acts of God, acts or omissions of carriers or other similar causes beyond their control.
- 6.4 Compliance with County and Harris Health Policies. All C1 employees and personnel must comply with County and Harris Health policies.
- 6.5 Workers' Compensation. County will provide workers' compensation coverage to its employees to the extent required by and pursuant to those Texas laws dealing with state employees injured during employment.
- 6.6 Liability. County will train its staff to notify supervisors or any incidents that have potential risk for litigation. County will review all such incidents and take appropriate action to mitigate risk and prevent recurrence.
- 6.7 Tort Claims Act. The Parties agree that, in all things relating to this Agreement, the Parties enter into this Agreement for the purpose of performing governmental functions as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of each Party, which in any way pertains to or arises out of this Agreement, falls within the definition of governmental function. No provision of this Agreement that imposes an obligation or restriction on either Party not permitted by applicable law shall be enforceable. The County and Harris Health reserve, and do not waive, their respective rights of sovereign immunity and similar rights and do not waive their rights under the Texas Tort Claims Act. Neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

7. Governing Law; Venue

- 7.1 This Agreement is subject to the federal, state, and local laws, orders, rules, ordinances, and regulations relating to the Agreement and funded by state or federal funds. Each Party shall comply with all applicable federal, state, and local

laws, ordinances, rules, and regulations concerning the performance of this Agreement.

- 7.2 This Agreement is governed by the laws of the State of Texas.
- 7.3 The forum for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.
- 7.4 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.

8. Certifications

The undersigned contracting Parties certify that:

- 8.1 The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected local governments.
- 8.2 Each party executing this Agreement on its behalf has full power and authority to enter into this Agreement.
- 8.3 The proposed arrangements serve the interest of efficient and economical administration of government; and
- 8.4 The services contracted for are not required by Section 791.025 of the Texas Government Code to seek competitive bids for the purchase of goods and services.

9. **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 delivered in person 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 Harris Health 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 Harris Health: Harris Health System
CEO/President
P.O Box 66769
Houston, Texas 77266-6769

Copy To: Harris County Purchasing
Attn: Purchasing Agent
1111 Fannin St, 12th Floor
Houston, Texas 77002

(Such copy does not constitute notice)

To the County: Harris County
Harris County Administration Building
1001 Preston, Suite 610
Houston, Texas 77002
Attn.: Clerk, Commissioners Court

Copy To: The Honorable Alan Rosen
Harris County Constable, Precinct 1
1302 Preston
Houston, Texas 77002


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

10. Entire Agreement. This Agreement contains the entire agreement of the Parties and may be modified by only by written amendment executed by both Parties.

11. Multiple Counterparts/Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

[EXECUTION PAGE FOLLOWS]

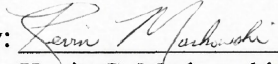
**HARRIS COUNTY HOSPITAL
DISTRICT D/B/A HARRIS HEALTH
SYSTEM**

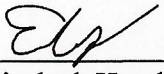
By: 
Esmail Porsa, MD
President & CEO

Date: 1/30/2024

APPROVED AS TO FORM:

CHRISTIAN D. MENELEE
COUNTY ATTORNEY

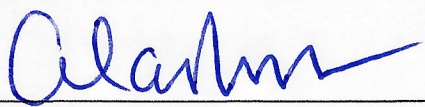
By: 
Kevin G. Markowski
Assistant County Attorney
C.A. File 23GEN3487

By: 
Elizabeth Hanshaw Winn
Assistant County Attorney
C.A. File No. 24HSP0045

HARRIS COUNTY

By: _____
Lina Hidalgo
County Judge

Date: _____

By: 
The Honorable Alan Rosen
Harris County Constable, Precinct One

Date: 1/31/2024

EXHIBIT A
SCOPE OF SERVICES

I. Brief Overview of Purpose:

Without adequate space for treating mental health patients, Harris Health hospitals are forced to place all of its psychiatric patients in its general center alongside patients with no psychiatric condition. This placement may result in harm to other patients, Harris Health staff, and creates increased costs associated with hiring additional security and psychiatric sitters.

II. Scope of Services:

Pursuant to the above and attached Interlocal Agreement between Harris County ("County") and Harris County Hospital District d/b/a Harris Health ("Harris Health") and in consideration for payment as prescribed in Section III below, County agrees to provide the following services to Harris Health for forty (40) hours per week, 52 weeks a year.

- a. In addition to the services already provided by C1, one dedicated two-person team of deputies from C1's Mental Health Special Operations Unit ("the Team") will be assigned to transport psychiatric patients from either Ben Taub Hospital or LBJ Hospital to the designated mental health facility in a Warrant Transfer Order or to another designated mental health facility as permitted by law on the weekly schedule noted below (or alternative days requested in writing by Harris Health):
 - Tuesdays – 8 hours;
 - Wednesdays – 8 hours;
 - Thursdays – 8 hours;
 - Fridays – 8 hours;
 - Saturdays – 8 hours;
- b. The Team will be accessible to Care Management and Transfer Center staff for questions, consultations and updates when not actively transporting Harris Health's psychiatric patients.
- c. The Team will communicate any status updates, including but not limited to, delays, barriers and receipt of signed Warrant Transfer Orders directly to the Transfer Center.

A regular huddle will be conducted as needed between the Team and Harris Health System Care Management, Transfer Center, Pavilion Stakeholders and Court representatives to review previous and pending psychiatric transports, any associated delays, and any other discussion related to the safe, timely, and effective transports of patients.

- d. Any and all automobile(s) and equipment necessary to effectuate the transport of Harris Health's psychiatric patients.
- e. When possible, the Team will serve as a liaison with the applicable probate court and/or magistrate court system regarding the status of pending Warrant Transfer Orders.
- f. The Team will coordinate with Harris Health as necessary for successful transportation program
- g. The Team will remain under full and total control of C1.

III. Fees:

- a. A maximum sum of \$232,800 for the remainder of the 2023-2024 Fiscal Year will be paid to Harris County by Harris Health to cover:
 - i. Salaries of the Team;
 - ii. Employee benefits provided to the Team by Harris County;
 - iii. Cost for use of sufficient number of designated automobiles for transport of law enforcement personnel and psychiatric patients;
 - iv. Cost of any reasonably necessary equipment for providing transportation services required by this Agreement; and
 - v. All travel expenses incurred while performing the duties set out in this Agreement, such as gas, automobile repair, etc.
- b. For future fiscal years, Harris Health will pay to Harris County a maximum sum, per officer, of the rate approved by the Harris County Commissioners Court for the Contract Deputy Patrol Program.

IV. Payment:

Harris Health agrees to pay Harris County the not-to-exceed, pro-rated amounts prescribed about in Section III, and Harris County via C1 will provide the following information on a monthly basis:

- i. Name of Employee with title assigned;
- ii. Number of hours worked by employee and hourly rate;
- iii. Any overtime paid and the basis for such payments;

- iv. Number of patients transported;
- v. Any itemized listing of expense claimed for reimbursement; and
- vi. Number of automobile(s) used.

V. Performance Measures:

Both Parties agree to comply with the following metrics to assist in measuring the performance of the services prescribed in this Agreement.

Metric	Description	Goal	Data Owner
Response Time	Harris County Constables Pct. 1 will have an average response time of 4 hours from the time the Emergency Detention Order is received for 95% of the requests for transport from Harris Health.	≥ 95%	Harris Health maintains average response time reports for all transports.
Timeliness of Reporting Adverse Events	Any incident(s) involving Harris Health System's patients must be reported to Harris Health Manager of the Transfer Center within 24 hours of the occurrence.	100%	Harris Health will review timeliness of adverse event reporting.

EXHIBIT B
BUSINESS ASSOCIATE ADDENDUM

This **Business Associate Addendum** (“BAA”) is entered into by and between Harris County, Texas acting by and through Harris County Constable Precinct No. 1 (hereinafter referred to as “COUNTY”), and **Harris County Hospital Harris Health d/b/a Harris Health System**, a political subdivision of the State of Texas (hereinafter referred to as the “Harris Health”).

RECITALS

The purpose of this BAA is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, as amended (“HIPAA”); privacy and security regulations promulgated by the United States Department of Health and Human Services (“DHHS”) at 45 C.F.R. Parts 160 and 164; Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended (“HITECH Act”); 42 U.S. Code Part D, as amended, and regulations related to the confidentiality of substance use disorder patient records at 42 C.F.R. Part 2), as amended (“Part 2”); TEX. HEALTH & SAFETY CODE ANN. §§ 181.001 *et seq.*, as amended; and other laws pertaining to the confidentiality of communicable diseases, HIV/AIDS, and mental health information (collectively referred to herein as the “Privacy and Security Requirements”).

TERMS

COUNTY’S RESPONSIBILITIES REGARDING USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION (“PHI”) AND ELECTRONIC PROTECTED HEALTH INFORMATION (“EPI”)

A. **Definitions.** Except as otherwise defined herein, capitalized terms used in this BAA shall have the same meaning as those terms in the Privacy and Security Requirements.

1. Breach refers to both a HIPAA Breach and a Breach of System Security.
2. HIPAA Breach is the unauthorized acquisition, access, use, or disclosure of PHI in a manner not permitted by HIPAA and which compromises the security or privacy of such information.
3. Breach of System Security is an unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information (as defined in Section 521.002 of the Texas Business and Commerce Code) maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.
4. Protected Health Information (“PHI”) is individually identifiable health information that is created, maintained, received, transmitted, or accessed by COUNTY on behalf of Harris Health.

5. Electronic Protected Health Information (“EPHI”) is individually identifiable health information that is transmitted by or maintained in electronic media.
 6. Security Incident is the unauthorized access, use, disclosure, modification, or destruction of EPHI or interference with the systems operations in an information system, including, but not limited to, information systems containing EPHI.
- B. Representation. COUNTY represents that it is familiar with and is in compliance with the Privacy and Security Requirements. COUNTY represents that it will not provide PHI or EPHI to any member of its workforce who is not familiar with these requirements and will advise each member who receives PHI or EPHI of COUNTY’s obligations under this BAA and of the consequences for such person and for COUNTY of violating them.
- C. General Obligations.
1. COUNTY shall be bound by and comply with all applicable laws, rules, and regulations regarding personal information, including the Privacy and Security Requirements. Compliance with this paragraph is at COUNTY’s own expense.
 2. COUNTY shall treat all PHI and EPHI as confidential. To the extent that COUNTY uses, discloses, maintains, or transmits Records, as such term is defined at 42 C.F.R. § 2.11, COUNTY will resist any effort to obtain access to such Records by initiating judicial proceedings against the person or entity attempting to gain access in contravention of Part 2.
 3. COUNTY shall cooperate with state and federal agencies and make appropriate personnel available for consultation, interviews, grand jury proceedings, pre-trial conferences, hearings, trials, and any other civil process, including investigations, initiated as a result of COUNTY’s services to Harris Health. Compliance with this paragraph is at COUNTY’s own expense.
- D. Business Associate Obligations. COUNTY is a “Business Associate” of Harris Health as that term is defined by HIPAA.
1. *Use and Disclosure of PHI.* COUNTY shall use or disclose PHI received from or on behalf of Harris Health or created, maintained, transmitted or accessed by COUNTY pursuant to the Interlocal Agreement for Transportation of Psychiatric Patients (hereinafter the “Agreement”) only as permitted or required by this BAA, as necessary to perform its obligations under the Agreement, or as otherwise required by law. Under no circumstances will COUNTY use or disclose PHI in any manner that violates the Privacy and Security Requirement, including by: (a) selling PHI in such a way as to violate Texas Health and Safety Code, Chapter 181.153; (b) using or further disclosing genetic information for underwriting purposes; (c) attempting to re-identify any information in violation of Texas Health and Safety Code § 181.151, regardless of whether such action would be permitted if performed by the Covered Entity; or (d) using PHI for marketing

purposes in such a manner as to violate Texas Health and Safety Code Section 181.152.

2. *Documentation of Disclosures.* COUNTY agrees to document its disclosure of PHI or EPHI and such other information as is necessary 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. At a minimum, COUNTY will document the following information: (a) the date of the disclosure; (b) the name of the entity or person who received the PHI or EPHI, and if known, the address of such entity or person; (c) brief description of the PHI or EPHI disclosed; and (d) a brief statement of the purpose of such disclosure. COUNTY will implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section.
3. *Limitation on Further Use or Disclosure.* COUNTY shall not to further use or disclose PHI or EPHI received from or on behalf of Harris Health or created, compiled, or used by COUNTY pursuant to this BAA in a manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by Harris Health, or if either COUNTY or Harris Health is otherwise prohibited from making such disclosure by any present or future law. To the extent that COUNTY uses, discloses, maintains, or transmits Records, COUNTY acknowledges and agrees that Part 2 prohibits COUNTY from further disclosing such Records unless disclosure is authorized by Part 2, Subparts D or E, or COUNTY obtains the written consent of the individual whose PHI is to be further disclosed.
3. *Disclosure Outside U.S.* COUNTY shall not transmit PHI or EPHI outside of the United States. COUNTY understands and agrees that a breach of this provision shall be a material breach of this BAA. COUNTY understands and agrees that COUNTY remains ultimately responsible for any breaches of PHI or EPHI in violation of this provision and the Privacy and Security Requirements by its subcontractor(s) or agent(s).
4. *Safeguarding PHI.* COUNTY will use appropriate safeguards that are consistent with the size and complexity of COUNTY's operations to protect the confidentiality of PHI and EPHI and prevent the unauthorized use or disclosure of PHI. These safeguards will include, without limitation: (a) implementing written policies and procedures in compliance with HIPAA, HITECH, and the Privacy and Security Rule; (b) performing a security risk assessment; and (c) regularly and adequately training its employees, and any Subcontractors who will have access to PHI on the policies and procedures required by HIPAA, HITECH, their implementing regulations, and state law.
5. *Safeguarding EPHI.* COUNTY will 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 Harris Health and to comply with Subpart C of 45 C.F.R. Part 164. Specifically, COUNTY agrees to comply with the

requirements of 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 to the same extent such requirements apply to Harris Health. In addition, COUNTY agrees to use commercially reasonable efforts to secure EPHI through technical safeguards that render such EPHI unusable, unreadable, and indecipherable to individuals unauthorized to acquire or have access to such EPHI.

6. *Reporting Security Incidents.* COUNTY will report to Harris Health any Security Incident and any unauthorized use or disclosure of PHI or EPHI under the terms and conditions of this BAA or applicable federal and state laws as soon as practicable, but in no event later than two (2) business days after the date on which COUNTY becomes aware of such use or disclosure. COUNTY acknowledges that Harris Health will review all Security Incidents reported by COUNTY and will, in its sole discretion, determine whether such Security Incident constitutes a Breach.
7. *Reporting Breaches.* COUNTY will **immediately** report to Harris Health any Breach of which it becomes aware. COUNTY shall provide Harris Health with the following information regarding the Breach as soon as possible, but no more than five (5) business days after becoming aware of the Breach: (a) a brief description of what happened, including the dates the Breach occurred and was discovered; (b) the number of individuals whose PHI or EPHI was, or is reasonably believed to have been, accessed, acquired, or disclosed; (c) a reproduction of the PHI or EPHI involved in the Breach with note as to whether such information was rendered unusable, unreadable, or indecipherable to unauthorized individuals by encryption; and (d) a description of the COUNTY's response to the Breach, if any. If COUNTY determines that it is infeasible to reproduce the PHI or EPHI involved in the Breach, COUNTY agrees to notify Harris Health in writing of the conditions that make reproduction infeasible and any information COUNTY has regarding the PHI or EPHI involved and to provide Harris Health with a description of the types of PHI involved.
8. *Duties Following a Breach.* COUNTY shall cooperate in a timely fashion with Harris Health regarding all Breaches reported to Harris Health and will appoint a liaison that Harris Health may contact to ask COUNTY questions, or learn additional information, about the Breach. COUNTY shall also assist Harris Health in taking the following steps in response to the Breach: (1) notifying the individual(s) whose PHI or EPHI was involved in the Breach, either in writing, via telephone, through the media, or by posting a notice on Harris Health's website, or through a combination of those methods, of the Breach; (2) providing the individual(s) whose PHI or EPHI was involved in the Breach with credit monitoring and related services for a period of time to be determined by Harris Health, at no cost to the individual(s); and (3) providing notice of the Breach, as required by law, to the Secretary of the United States Department of Health and Human Services ("HHS").
9. *Mitigation.* COUNTY shall mitigate, to the extent practicable, any harmful effect

that is known to COUNTY of a use or disclosure of PHI or EPHI by COUNTY, or by a subcontractor or agent of COUNTY, resulting from a violation of this BAA, including violations of the Privacy and Security Requirements stated herein. COUNTY will inform Harris Health in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm. COUNTY shall reimburse Harris Health for all expenses incurred as a result of COUNTY's Security Incidents or Breaches, including, but not limited to, expenses related to the activities described in Section 8 above. COUNTY agrees that Harris Health will select the vendors and negotiate the contracts related to said expenses.

10. *Subcontractors and Agents.* COUNTY shall require any subcontractor or agent that creates, receives, maintains, or transmits PHI or EPHI on behalf of COUNTY pursuant to this BAA and the Agreement to agree, via written contract (such contract a "Downstream BAA"), to the same restrictions and conditions that apply to COUNTY with respect to such PHI and EPHI. COUNTY agrees to terminate the aforementioned contract with its agent(s) or subcontractor(s), if (a) COUNTY becomes aware of a pattern of activity or practice of its agent(s) or subcontractor(s) that constitute a material breach or violation of the agent or subcontractor's obligation under the contract or other arrangement with COUNTY or (b) agent(s) or subcontractor(s) takes steps to cure the breach or end the violation and such steps are unsuccessful.
11. *Notice – Access by Individual.* COUNTY will notify Harris Health within three (3) business days of any request by an individual for access to the individual's PHI or EPHI and will make the requested PHI and EPHI available to Harris Health or, as directed by Harris Health, to an individual in accordance with 45 C.F.R. § 164.524. Unless Harris Health specifically requests another format, the PHI subject to the request for access will be forwarded in electronic form.
12. *Notice – Request for Amendment.* COUNTY will notify Harris Health within three (3) business days of any request by an individual for an amendment to the individual's PHI or EPHI. COUNTY agrees to make or incorporate any amendments to PHI and EPHI that are agreed to and directed by Harris Health no later than three (3) business days after receipt of direction.
13. *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, COUNTY agrees to notify Harris Health within three (3) business days of any such request. COUNTY agrees to make available, within three (3) business days of such request, all information required for Harris Health 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.

14. *Other.* To the extent Harris Health requests in writing that COUNTY carry out one or more of Harris Health's obligations under Subpart E of 45 C.F.R. Part 164, COUNTY shall comply with the requirements of Subpart E that apply to Harris Health in the performance of such obligation.
15. *HHS Inspection.* Upon written request, COUNTY will make available to HHS or its designee, COUNTY'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, Harris Health in a time or manner designated by HHS for purposes of HHS determining Harris Health's compliance with the Privacy and Security Requirements. COUNTY will provide Harris Health with copies of all documents provided to the Secretary or other regulatory and accreditation authorities, at no cost to Harris Health.
16. *Harris Health Inspection.* Upon written request, COUNTY will make COUNTY's policies relating to the use and disclosure of PHI and EPHI, all audit logs respecting PHI and EPHI received from, or created or maintained on behalf of Harris Health, and any Downstream BAAs to Harris Health in a time and manner designated by Harris Health for the purposes of Harris Health determining compliance with the Privacy and Security Requirements. COUNTY agrees to allow such access until the expiration of four (4) years after the services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later. COUNTY agrees to allow similar access to books, records, and documents related to contracts between COUNTY and organizations related to or subcontracted by COUNTY to whom COUNTY provides confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, Harris Health.

E. Termination.

1. *Termination for Convenience.* Upon written notice to COUNTY, Harris Health may terminate this BAA and any portion of the Agreement under which COUNTY maintains, compiles, or has access to PHI or EPHI.
2. *Termination for Cause.* Where Harris Health has knowledge of a material breach by COUNTY, Harris Health may terminate both the Agreement and this BAA. Such termination may occur before the expiration of the Agreement and without provision of notice or an opportunity for COUNTY to cure. COUNTY commits a material breach of this BAA if COUNTY:
 - a. knows of a pattern of activity or practice of a Subcontractor that constitutes a material breach or
 - b. violation of the Subcontractor's obligation under the contract or other arrangement, unless the COUNTY takes reasonable steps to cure the breaches or end the violation, as applicable;
 - c. impermissibly uses or discloses PHI;
 - d. fails to provide Harris Health with timely and accurate Breach

notification;

- e. fails to provide timely access, either to Harris Health, a requesting individual, or the requesting individual's designee, to a copy of PHI;
- f. fails to provide a timely and accurate accounting;
- g. fails to timely disclose PHI where required by the Secretary;
- h. fails to fully comply with the Privacy and Security Requirements; or
- i. otherwise fails to fully comply with this BAA.

3. *Termination Procedures.* Upon termination of this BAA for any reason, COUNTY shall deliver all PHI or EPHI received from Harris Health or created, compiled, or used by COUNTY pursuant to this BAA within thirty (30) days from the date of termination, or, if specially requested to do so by Harris Health in writing, to destroy all PHI or EPHI, retain no copies, and certify to Harris Health in writing that all PHI and EPHI not returned has been destroyed or purged as set forth in the NIST Guidelines for media sanitization, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when COUNTY maintains PHI or EPHI from Harris Health in any form. If COUNTY determines that transferring or destroying the PHI or EPHI is infeasible, COUNTY shall:

- a. notify Harris Health of the conditions that make transfer or destruction infeasible;
- b. extend the protections of this BAA to such PHI or EPHI;
- c. limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return, or transfer to Harris Health, or destruction infeasible; and
- d. return or, if requested by Harris Health, to destroy the PHI or EPHI retained by COUNTY when it becomes feasible.

F. Survival of Privacy Provisions. COUNTY's obligations with regard to PHI and EPHI shall survive termination of this BAA and the Agreement.

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

H. Indemnification. COUNTY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS, TO THE EXTENT ALLOWED BY LAW AND WITHOUT REGARD TO ANY LIMITATION OR EXCLUSION OF DAMAGES PROVISION OTHERWISE SET FORTH IN THE AGREEMENT, HARRIS HEALTH AND ITS BOARD OF TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS (INDIVIDUALLY AND COLLECTIVELY "INDEMNITEES") AGAINST ANY AND ALL LOSSES, LIABILITIES, LAWSUITS, PROCEEDINGS, JUDGMENTS, GOVERNMENTAL FINES AND PENALTIES, AWARDS, AND COSTS

**(INCLUDING COSTS OF INVESTIGATIONS, LEGAL FEES, AND EXPENSES)
ARISING OUT OF OR RELATED TO:**

- 1. A BREACH OF THIS BAA RELATING TO THE PRIVACY AND SECURITY REQUIREMENTS BY COUNTY; OR**
- 2. ANY NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS OF COUNTY OR ITS EMPLOYEES, DIRECTORS, OFFICERS, SUBCONTRACTORS, OR AGENTS, IN THE PERFORMANCE UNDER THIS BAA, INCLUDING FAILURE TO PERFORM THEIR OBLIGATIONS UNDER THE PRIVACY AND SECURITY REQUIREMENTS.**

I. Equitable Remedies. COUNTY acknowledges and agrees that Harris Health will suffer irreparable damage upon COUNTY's breach of this BAA, and that such damages will be difficult to quantify. COUNTY acknowledges and agrees that, where Harris Health has knowledge of any material breach by COUNTY, Harris Health may file an action for injunction against COUNTY to enforce the terms of this BAA. Such proceeding may be brought before any court having jurisdiction to obtain an injunction. COUNTY further acknowledges and agrees that Harris Health may also pursue any other legal remedies available to Harris Health to cure or stop such material breach.

J. Notices. Any notice required to be given pursuant to the terms and provisions of this BAA will be in writing and deemed to be given: (a) upon delivery in person, (b) three (3) days after the date deposited with or sent by U.S. Mail (first class, postage paid, return receipt requested), or (c) upon receipt by commercial delivery service, and addressed as follows, or to such address as Harris Health may subsequently designate to COUNTY in writing:

Harris County Hospital District d/b/a Harris Health System
Attn: Privacy Officer
4800 Fournace Place
Suite 2C
Bellaire, TX 77401

K. Except as otherwise limited in this BAA, COUNTY may use or disclose Protected Health Information it creates or receives from or on behalf of Harris Health to provide the services to or on behalf of Harris Health set out in the Agreement to which this BAA is attached. COUNTY may further use or disclose the PHI it receives from Harris Health under the Agreement if such use or disclosure is necessary (A) for the proper management and administration of COUNTY or (B) to carry out the legal responsibilities of COUNTY (1) if the disclosure is required by law or (2) if COUNTY obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and the person notifies COUNTY of any

instances of which it is aware in which the confidentiality of the information has been breached.

- L. This BAA is effective on the later date it is signed by the Parties and expires on date on which all PHI and ePHI maintained by COUNTY on behalf of Harris Health is destroyed or returned to Harris Health. As stated above, this Agreement will survive expiration if and for as long as COUNTY has access to PHI or EPHI.
- M. In the event any terms of this Business Associate Agreement conflict with any terms of the Agreement, the terms of this BAA will govern and control. In the event of any conflict between this BAA and federal or Texas law, the more stringent requirements will govern.

ORDER OF COMMISSIONERS COURT
Authorizing execution of an 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 _____, 2024 with all members present except _____.

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

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN HARRIS COUNTY AND HARRIS COUNTY HOSPITAL DISTRICT D/B/A
HARRIS HEALTH SYSTEMS**

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, an Interlocal Agreement between Harris County and Harris County Hospital District d/b/a Harris Health Systems, for the provision of transportation of psychiatric patients. The Interlocal Agreement is incorporated herein by reference for all purposes 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.

STATE OF TEXAS
COUNTY OF HARRIS

MOTION NO. 24.01-11

On January 25, 2024, the Harris County Hospital District d/b/a Harris Health System (Harris Health) Board of Trustees convened in regular session at its regular meeting place. The following members of the Board were present:

		Present	Absent
Andrea Caracostis, MD, MPH	Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cody M. Pyke, MD, JD, LLM, FCLM	Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carol Paret, BS	Secretary	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Afsheen Davis, JD, MPH	Board Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Barbie Robinson, MPP, JD, CHC	Board Member	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jennifer Tijerina, MS	Board Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Robinson, MA, CFE	Board Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Marcia Johnson, JD	Board Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sima Ladjevardian, JD	Board Member	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Board determined that a quorum was present. Among other business, a resolution on the following matter was considered:

Consideration of Approval to Enter into a Behavioral Health Constable Transportation Agreement with Harris County Constable Precinct One.

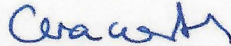
Ms. Carol Paret introduced the resolution and made a motion that it be adopted. Mr. Jim Robinson seconded the motion for adoption. The motion, carrying with it the adoption of the resolution, prevailed by the following vote:

	Yes	No	Abstain	Absent
Andrea Caracostis, MD, MPH	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cody M. Pyke, MD, JD, LLM, FCLM	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carol Paret, BS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Afsheen Davis, JD, MPH	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Barbie Robinson, MPP, JD, CHC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jennifer Tijerina, MS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Robinson, MA, CFE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marcia Johnson, JD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sima Ladjevardian, JD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The adopted resolution reads as follows:

Harris Health, by and through its Board of Trustees, hereby authorizes an interlocal agreement for the Transportation of Psychiatric Patients (“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 acting by and through its Harris County Constable Precinct One (“C1”), and Harris County Hospital District d/b/a Harris Health System (“Harris Health”) pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ann. §791.001 – 791.030.

PASSED AND APPROVED this 25th day of January, 2024.



Andrea Caracostis, MD, MPH, Chair

Attest:



Carol Paret, BS, Secretary