

**An Interlocal Agreement
between
Harris County
and
Harris Health System for
The Public Health Diabetes Prevention Program**

This Interlocal Agreement (hereinafter "ILA") is entered by and between Harris County, Texas (the "County"), a body corporate and politic under the laws of the State of Texas, by and through Harris County Public Health (hereinafter "HCPH") and the Harris County Hospital District d/b/a Harris Health System (hereinafter "Harris Health"), a special purpose district and political subdivision of the State of Texas, pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. §791.001 et seq.

Recitals

WHEREAS, HCPH is a County health department that provides comprehensive public health services to the community through an annual budget of over \$100 million and a workforce of approximately 700 public health professionals who are committed to supporting the County's most vulnerable and high-need residents; and

WHEREAS, HCPH is organized into several divisions, including the Community Health & Wellness (CH&W) Division; and

WHEREAS, the CH&W Division administers a program known as the Public Health Diabetes Prevention Program (the "DPP"), which is a twelve-month program taught by certified lifestyle coaches and supervised by a registered dietician; and

WHEREAS, the DPP teaches new skills to adults – those over the age of 18 -- who have been diagnosed with pre-diabetes and encourages these adults to meet their weight loss goals; and

WHEREAS, Harris Health desires to directly refer patients at risk of type 2 diabetes to the CH&W Division for enrollment in the DPP; and

WHEREAS, HCPH is willing to accept the referral of Harris Health patients and to provide the DPP at two of Harris Health's ambulatory clinics (collectively, the "Facilities" and individually, a "Facility");

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually agree as follows:

1. Purpose. The purpose of this ILA is to outline the party's rights and duties with respect to the referral and enrollment of Harris Health patients in the DPP.
2. Duties. Each party to this ILA will perform the services contemplated in Exhibit A ("Scope of Work"), which is attached hereto and incorporated herein by this reference. Additionally, the parties will (a) meet on a quarterly basis to collaboratively review and monitor their progress in building capacity for Harris Health patients and in achieving a

reduction in patient A1c levels and Body Mass Index ("BMI") and (b). inform each other of any changes to staffing and/or work timelines within thirty (30) days of the change.

3. Term and Termination

- a. The term of this ILA shall begin upon the date of the last party's signature hereto (the "Effective Date"), and shall remain in full force and effect for a period of one (1) year. Thereafter, this ILA may be renewed for consecutive one-year periods upon notice by Harris Health.
- b. Either party may terminate this ILA for convenience on a date that is no less than thirty (30) days after the party gives notice of its desire to terminate and, in the case of HCPH, no sooner than the date on which the current DPP is set to end.
- c. Either party may terminate this ILA for cause, including for a breach of the confidentiality provisions at Section 5 and the nondiscrimination provisions at Section 10.

4. Departmental Communication. All notices and reports to be submitted shall be made in writing and should be addressed to the following representatives:

Harris County Public Health
Attn: Director of CH&W
Harris County Public Health
1111 Fannin Street, 16th Floor
Houston, TX 77002

Harris Health System
Attn: Vice- President Population Health
4800 Fournace Place
Bellaire, Texas 77401

5. Confidentiality

- a. HCPH will treat the patient information it receives from Harris Health as confidential and will protect it in accordance with all applicable federal and state laws and rules, including the requirement to implement reasonable and appropriate administrative, physical, and technical safeguards.
- b. HCPH will train DPP staff on all applicable federal and state rules pertaining to the privacy and security of patient information, which is protected health information (hereinafter "PHI"), as defined by the Health Insurance Portability and Accountability Act ("HIPAA"), when created by Harris Health.
- c. To the extent applicable, both parties agree to comply with the following laws: HIPAA, as implemented through federal regulations in Parts 160 and 164 of Title 45 of the Code of Federal Regulations; the federal substance use disorder privacy law, as implemented through federal regulations in Part 2 of Title 42 of the Code of Federal Regulations; and other laws and regulations related to the confidentiality, privacy, and security of health information.
- d. When required to comply with applicable law, Harris Health will obtain patient consent or authorization obtained before a referral and related information is disclosed to HCPH.
- e. Both parties understand and agree that all confidentiality requirements shall survive any termination or expiration of this ILA.

6. Rights to Use Data. Subject to compliance with all applicable laws and regulations regarding the privacy and security of patient information, the parties to this ILA may aggregate data to produce reports or other materials that illustrate the parties' collaboration and whether it was successful.
7. Representations.
 - a. HCPH represents that, before it attempts to aggregate data, it will either: (i) engage a person with appropriate knowledge of and experience with generally accepted statistical and scientific principles and methods for rendering information not individually identifiable or (ii) remove all identifiers listed at 45 C.F.R. § 164.514(b)(2)(i).
 - b. HCPH further represents that, when at a Harris Health Facility, CH&W staff and contractors will follow proper safety practices and observe all Harris Health policies, procedures and protocols that have been implemented to ensure adequate safety measures are in place during the pandemic.
8. Criminal Background Checks. HCPH will obtain a criminal background history on each person who may enter or have access to areas where patients are located in Harris Health Facilities. Unless Harris Health provides HCPH with specific suitability requirements for persons to be assigned to Harris Health Facilities, HCPH will use the Harris County Fair Chance Policy to determine whether a person is suitable for assignment to Harris Health Facilities. HCPH shall notify Harris Health of any changes to the Fair Chance Policy, so that Harris Health can decide if the changes are of the type that would require it to implement more stringent requirements.
9. Nondiscrimination
 - a. Both parties shall comply with all applicable federal, state, and local laws, rules, and regulations respecting nondiscrimination in the provision of services on the basis of race, color, national origin, religion, sex, age, disability, pregnancy, sexual orientation or other legally protected basis.
 - b. Both parties understand and agree that administrative methods and/or procedures which have the effect of subjecting individuals to discrimination or otherwise defeating the objectives of the applicable and aforementioned laws will be prohibited.
10. Dispute Resolution. If any conflicts or disputes arise between the parties, the representatives identified in Section 4 shall meet in a timely manner to resolve the conflict or dispute. It is acknowledged by both parties that the purpose of such meeting is to come to a resolution that is in the best interest of both parties. Venue for any action, controversy, dispute, or claim shall be in a court of appropriate jurisdiction in Harris County, Texas, exclusively.

11. Liability. Neither party shall be liable for the acts or omissions of the other party, it being expressly understood that each party hereto shall continue to be responsible for all claims and liability which arises due to its own actions and those of its employees, officials, agents or subcontractors. Notwithstanding the foregoing, County shall be liable to Harris Health for: (a) misuse of the Facilities and (b) any act, error, or omission that constitutes an intentional tort or infringement of Harris Health's intellectual property rights when committed by HCPH employees, officials, agents, consultants, contractors, or any other entity over which it exercises control, to the extent permitted by law.
12. Force Majeure. In the event that either party is unable to perform any of its obligations under this ILA or to enjoy any of the benefits thereof because of a Force Majeure Event (see definition below) that was not contemplated by the parties at the time of entering this Agreement, the party so affected shall give notice to the other party of the Force Majeure Event and do everything possible to resume performance within fifteen (15) days. If the period of nonperformance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this ILA. For purposes of this ILA, the phrase "Force Majeure Event" means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; hurricane; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding ongoing epidemics or pandemics.
13. Amendments. This ILA may only be amended by mutual written agreement of the parties. No modification of this ILA shall be effective unless and until such modification is accomplished as set forth in this section.
14. Governing Law. This ILA shall be governed by and construed according to the laws of the State of Texas.
15. Relationship of Parties. HCPH is an independent contractor, and neither it, nor its employees or agents, shall be considered an employee, agent, partner, or representative of Harris Health for any purpose. HCPH shall furnish all equipment, materials, and tools necessary for the completion of its obligations at no additional charge to Harris Health.

16. Severability. If any provision in this ILA or the application thereof to any party or circumstance shall, to any extent, be invalid or deemed unenforceable by a court of competent jurisdiction, the remainder of this ILA or the application of such term or provision to the party or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
17. Waiver. The failure of either party to insist on any one or more instances upon strict performance of any of the terms or provisions of this ILA, or to exercise any option or election, should not be construed as a future waiver or relinquishment of these terms, provisions, option or election, but the same shall continue and remain in full force and effect. Similarly, no waiver by any party of any one or more of its rights or remedies under this ILA shall be deemed to be a waiver of any prior or subsequent right or remedy under this ILA or available to the party at law.
18. Merger. This writing is a complete and exclusive statement of the terms of this ILA. As such, the parties understand that they are relying solely upon the representations and agreements contained in this ILA and no others.

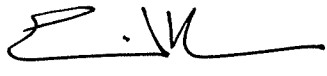
[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this ILA as of the final date below.


HARRIS COUNTY

By: _____
Lina Hidalgo
County Judge
Date Signed: _____

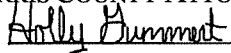
**HARRIS COUNTY HOSPITAL
DISTRICT D/B/A HARRIS HEALTH
SYSTEM**

By: 
Name Esmacil Porsa, M.D.
Title President & CEO
Date Signed: 3/4/2024

Approved:

By: 
Barbie L. Robinson, MPP, JD, CHC
Executive Director
Harris County Public Health
Date Signed: 3/25/2024

APPROVED AS TO LEGAL FORM FOR
HARRIS HEALTH SYSEM:

CHRISTIAN D. MENELEE
HARRIS COUNTY ATTORNEY
By: 
Holly Gummert
Deputy Division Director – Transactional
Lead
CA File: 22HSP0687

APPROVED AS TO FORM:

Christian D. Menefee
County Attorney

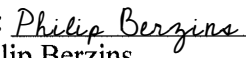
By: 
Philip Berzins
Assistant County Attorney
CA File: 23GEN0208

EXHIBIT A

Scope of Work

Project Leads: Dr. Esperanza Galvan, Dr. Erica Hattery, Dr. Ericka Brown

Project Title: Harris County Public Health Diabetes Prevention Program for patients at risk of onset of T2D at Harris Health System

Term: October 1, 2024- September 30, 2025

Scope of Work: The scope of the project is to build capacity for direct patient referral of Harris Health System patients into the Diabetes Prevention Program (DPP) sponsored and delivered through Harris County Public Health (HCPH).

Harris Health and HCPH will collaborate under the direction of the named Project Leads to:

1. Use electronic health records to allow for patient data capture and data sharing
2. Establish direct closed-loop referral to the HCPH Diabetes Prevention Program
3. Evaluate the implementation of closed-loop referral to DPP for quality and process improvement
4. Co-create standard operation procedures and stakeholder engagement strategies for the following centers:
 - a. Acres Home Health Center (77088) RED PCT 1
 - b. Aldine Health Center (77039) RED PCT 2
 - c. Pediatric & Adolescent Health Center - C.E. Odom (77026) RED PCT 1
 - d. Settegast Health Center (77028) RED PCT 1
 - e. Casa De Amigos Health Center (77009) RED ORANGE PCT 2
 - f. El Franco Lee Health Center (77099) RED ORANGE PCT 1
 - g. Gulfgate Health Center (77012) RED ORANGE PCT 2
 - h. Martin Luther King Jr. Health Center (77047) RED ORANGE PCT 1
 - i. Strawberry Health Center (77506) RED ORANGE PCT 2
 - j. Vallbona Health Center (77074) RED ORANGE PCT 4

In particular, Harris County Public Health will:

1. Provide CDC applied DPP curriculum for patients enrolled in their 1-year program
2. Deliver program to HHS referred patients subject to operational capacity
3. Support successful implementation of the DPP program at Acres Home and Vallbona Health Centers
4. Report to Harris Health on the following metrics:

Quantitative:

- a. Number of participants referred
- b. Number/percent of participants successfully enrolled

- c. Number/percent of participants that completed the program
- d. Number/ percent of participants that dropped out of the program
- e. Number/ percent of participants lost to follow-up
- f. Number/percent of participants that enrolled in in-person classes
- g. Number/percent of participants that enrolled in virtual classes

Qualitative:

a. Change in HBA1c attributed to the program

b. Change in BMI attributed to the program

c. Increase in physical activity minutes

- 5. Provide timely feedback to Harris Health on program implementation practices to sustain and possibly expand program

In particular, Harris Health will:

- 1. Coordinate logistics with Acres Home and Vallbona Health Centers
- 2. Facilitate teaching space at Acres Home and Vallbona for DPP delivery
- 3. Engage Harris Health stakeholders to assess opportunities for sustainability
- 4. Provide timely feedback on organizational priorities that would impact the delivery of Diabetes Prevention Program

ORDER OF COMMISSIONERS COURT

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

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

ORDER AUTHORIZING EXECUTION OF A INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE HARRIS COUNTY HOSPITAL DISTRICT TO ADMINISTER THE PUBLIC HEALTH DIABETES PREVENTION PROGRAM

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

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley 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:

1. The Harris County Judge is authorized to execute on behalf of Harris County the attached Joint Participation Interlocal Agreement between Harris County and the Harris County Hospital District to administer the Public Health Diabetes Prevention Program.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.