

**INTERLOCAL AGREEMENT
BETWEEN
GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
AND
THE HARRIS CENTER FOR MENTAL HEALTH AND IDD**

This Interlocal Agreement ("Agreement") entered into by and between **Goose Creek Consolidated Independent School District** (hereinafter referred to as "GCCISD" or "District") and **The Harris Center for Mental Health and IDD** (hereinafter referred to as "The Harris Center" or "Provider"), a Community Center and Agency of the State of Texas under the provisions of Chapter 534 of the Texas Health and Safety Code, Ann., as amended for the purpose of providing a more complete continuum of care for participants, while avoiding duplication of services, and in compliance with the provisions of the "Interagency Cooperation Act," Texas Government Code, Ch. 771 *et. seq* and the "Interlocal Cooperation Act," Texas Government Code, Ch. 791 *et. seq*. GCCISD and The Harris Center are referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

1. ORGANIZATIONAL BACKGROUND

WHEREAS, the Harris Center is a Community Center as defined in Chapter 534 of the Texas Health and Safety Code, designated Local Mental Health Authority ("LHMA") and the Local Intellectual and Development Disability Authority ("LIDDA") for Harris County, Texas. The Harris Center is a Certified Community Behavioral Health Clinic by the State of Texas Health and Human Services Commission ("HHSC").

WHEREAS, the Harris Center 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.

WHEREAS, Goose Creek Consolidated ISD is located within Harris County, Texas;

WHEREAS, the mission of Goose Creek Consolidated ISD is to equally educate the whole child so that every student graduates with the tools to reach their full potential.

WHEREAS, the Parties agree that it benefits the community to support the purposes and goals contained herein.

2. PURPOSE

The purpose of this Agreement is to outline the responsibilities of both Parties in relation to a collaboration of services to provide mental health screenings and assessments, and follow up psychosocial services on an as needed basis for students of GCCISD ("Students" or "Consumers").

3. OBJECTIVES

GCCISD and the Harris Center will coordinate services for Consumers to ensure the following objectives are met:

- a. reduce duplication of services;
- b. maximize available resources; and
- c. jointly monitor the service delivery continuum.

4. TERM

The initial term of this Agreement is made effective from the **Date of Full Execution until August 31, 2027**, the end of the Harris Center's 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 Agreement 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 Agreement without cause by giving the other Party thirty (30) days written notice.
- 4.3 **TERMINATION DUE TO BREACH OF FEDERAL AND STATE CONFIDENTIALITY RULES AND LAWS:**

The Harris Center shall have the right to take the following steps in the event that it becomes aware of a material breach by GCCISD of the Harris Center's Privacy Policy, Procedures, and/or Practices or becomes aware that GCCISD has violated a material provision of the HIPAA Privacy and Security Rules and 42 C.F.R. Part 2.

- (a) Provide GCCISD with the opportunity to cure the breach or violations; or
- (b) Immediately terminate the Agreement if GCCISD is unable or unwilling to cure the breach or violations.

5. GCCISD'S ROLES AND RESPONSIBILITIES

GCCISD agrees to provide the following services for eligible Consumers at no cost to the Consumer, subject to the availability of resources. All services will be delivered in accordance with District's usual and customary policies, procedures, ethical and professional guidelines, rules or regulations:

- 5.1 A liaison at each school designated by the Director of *Counseling and Student Wellness* to work with the Provider to assist with children and families accessing services. Ideally, this will be someone familiar with health care or mental health services when possible.
- 5.2 A liaison from *the Counseling and Student Wellness Department* to work with the Provider's administration and school administrators to communicate established standards and monitor and evaluate service delivery in the school setting.
- 5.3 Identification and referral of children and their families to Provider by appropriate personnel from Counseling and Student Wellness, Special Education and 504 Programs, Student Services Department, and others as applicable who have been designated as "At Risk" for disruption at school or have been removed from their preferred living situation due to psychiatric symptoms or have been determined by GCCISD to have chronic or severe emotional/behavioral problems and meet the Provider's priority population and financial criteria. Note: This is not the same as, but may be adjunct to, referral or assessment for eligibility for special education services, which remains the responsibility of a student's Admission, Review, and Dismissal ("ARD") committee and/or GCCISD's Child Study Department.
- 5.4 Assistance and referrals to Provider programs, including, but not limited to, school-based programs, outpatient clinical services, inpatient clinical services or any other appropriate Provider programs. Note: Referrals for educational services or programming remain the responsibility of the student's ARD committee and/or GCCISD's Special Education Department.
- 5.5 Training of the Harris Center's providers on "Child Find" procedures for children suspected of having a disability that requires special education services.
- 5.6 Space, at no cost, in an office, classroom or other comparable space for private consultation, on-site assessments, and counseling session in order to ensure the confidentiality of the children and their families participating in the program.
- 5.7 Access to campus wired and wireless internet services as well as telephone services at no cost to the Harris Center.

- 5.8 Collaboration in setting up presentations for parents, faculty and staff members at schools, upon request, for topics such as referral processes and procedures, access to services, and clinical or medical issues impacting students and their families, etc.
- 5.9 Collaboration in identifying and assisting students referred to the program outside the school district, other Provider service units, and community agencies.
- 5.10 Permission for children to be excused from classes, as permitted by GCCISD policies regarding approved absences to receive services from the Provider under this Agreement, and only after considering the student's academic needs and with the approval of the parent/guardian, teacher and administrator.
- 5.11 A signed Consent for Disclosure of Personally Identifiable Information form allowing disclosure of education records from GCCISD.
- 5.12 School personnel (teachers, counselors, diagnosticians, psychologists, nurses and others), parent(s), and/or legal guardian(s) to participate in staffing meetings for children when necessary.
- 5.13 GCCISD 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.

6. THE HARRIS CENTER ROLES AND RESPONSIBILITIES

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

- 6.1 Screening and assessment for identified children and their families requiring assistance with mental health services, including family case management, provided that the children and their families meet Provider's financial criteria for receiving services. Children are eligible for services if they are between the ages 0-18, reside within GCCISD's boundaries, and meet the diagnostic classification for the state's priority population, as defined below:
 - (a) Children {3-6 years} – DSM V-TR Axis I diagnosis other than or in addition to substance abuse, IDD, autism or pervasive developmental disorder and is at risk of removal from preferred childcare environment.

- (b) Children and Adolescents {7-18 years} – DSM V-TR Axis I diagnosis other than or in addition to substance abuse, IDD, autism or pervasive developmental disorder and have one of the following: a global assessment of functioning of 50 or below or classified as Seriously Emotionally Disturbed (“SED”) by their school district or at risk of removal from their preferred living situation due to psychiatric concerns. In addition, some students may be at risk of an alternative placement within the school district or at risk of expulsion.
- 6.2 With informed consent from a parent or guardian, provide basic information on crisis-intervention services to the designated school liaisons.
- 6.3 Provide remote school-based Qualified Mental Health Practitioners to provide and access wraparound progress to our clients enrolled in the YES Waiver program on school campus.
- 6.4 Psychiatric and medication-related consultation on a limited basis at designated school-based locations when deemed necessary during the assessment process or when a crisis occurs related to psychiatric concerns. Provider will also provide, with informed consent from a parent or guardian, basic information about these services to designated school liaisons, Psychological Services, Medical Services, 504 and Special Education personnel as appropriate to the student’s needs.
- 6.5 Refer when appropriate to GCCISD staff for consideration of assessment for suspected disabilities that may interfere with learning to determine if student is eligible for special education services.
- 6.6 Collaboration with the Counseling and Student Wellness Department in setting up presentations for faculty and staff in schools, upon request, for topics such as the Provider’s referral procedures and processes, access to services, clinical or medical issues impacting students and their families, etc.
- 6.7 Training of GCCISD staff on Provider’s referral procedures and the priority-population definition. Procedures must include compliance with all federal and state laws and mandates for students suspected of having disabilities. GCCISD staff will be able to assist in identifying children needing mental health services or special education services and facilitate access to care.
- 6.8 Necessary office supplies and equipment for Provider’s staff use.
- 6.9 Responsible staff and administrative support at specified school-based locations to assist with the identification of children and the scheduling of appointments for children and their families requiring services.

- 6.10 Ensure there is written documentation of scheduled appointments and termination of services for students participating in crisis counseling, clinical assessment, psychiatric evaluations, skills-training groups, and medication consultation.
- 6.11 Ensure written documentation of the scheduled meetings for personnel requested to participate is given to GCCISD staff.
- 6.12 Refer children and their families for other services at the Provider and/or to other school programs or community agencies as appropriate.
- 6.13 Services to students during the school day with careful consideration of their academic or special education program needs (if applicable) and only with the approval of the student's teacher, parent/guardian, and/or administrator.
- 6.14 Services to students at previously approved school-based locations only with the written consent of a parent or a legal guardian. Children do not have to be currently attending school to receive services.
- 6.15 Maintenance of all student (client) information, including information in the client records, as privileged and confidential. A parent or legal guardian may sign a Release of Client Information form to disclose information about a student (client) to authorized individuals and school personnel working with the student (client).
- 6.16 Maintenance of records on the number of referrals received and the number of children actively being screened and/or receiving services.
- 6.17 Acceptance of requests for assistance from a variety of other sources: parents, self referrals from students residing in the school district, other the Provider's service units, and agencies involved with the Community Management Team, and other community health care providers and agencies.
- 6.18 Provider 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.

7. LACK OF FINANCIAL RESPONSIBILITY

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

8. INSURANCE

It is the stated policy of the State of Texas not to acquire commercial general liability insurance for torts committed by employees of the state who are acting within the scope of their employment. Rather Chapter 101 of the Civil Practice Remedies Code sets forth the scope of liability of the state government for such claims. Each Party, as a governmental unit or agency of the State of Texas, is self-insured for all claims falling within the Texas Tort Claims Act. Each Party shall at all times during the term of this Agreement maintain insurance coverage. If requested by GCCISD, the Harris Center shall furnish documentation to show proof of required coverage, to the extent applicable under this Agreement.

9. LIABILITY

Each Party will be responsible for the acts or failure to act of its own employees or agents, but provided, however, such responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act. Neither Party hereto shall be obligated to indemnify the other for the other Party's own negligence or intentional acts.

10. 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:

Keena Pace, LCSW
Chief Executive Officer
The Harris Center for Mental Health and IDD
P.O. Box 25381
Houston, Texas 77265-5381

With a copy to:

Sr. Assistant General Counsel-Contract Services
Contracts Department
The Harris Center for Mental Health and IDD
P.O. Box 25381
Houston, Texas 77265-5381

If to Goose Creek Consolidated ISD:

Director, Counseling & Student Wellness and Counseling Career Readiness

Goose Creek Consolidated School District
4544 Interstate 10 East
Baytown, Texas 77521

11. GENERAL PROVISIONS

11.1 Amendments

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

11.2 Nondiscrimination

Each Party to this Agreement 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 and the Civil Rights Act of 1991 and all amendments to each and all requirements imposed by the regulations issued pursuant to these acts.

11.3 Criminal History Background Checks

Provider provides assurance that all employees of the Provider who have contact with students have passes a criminal background check current within the last year. District reserves the right to conduct an additional check for specific volunteer activities.

- (a) No worker of The HARRIS CENTER for Mental Health and IDD, as it pertains to this Agreement, has been convicted of a disqualifying offense identified in Texas Education Code §22.085. Upon receipt of information that any worker has been convicted of a disqualifying offense identified in the Texas Education Code Section, The HARRIS CENTER for Mental Health and IDD will notify District and remove such worker from any direct contact with students and from any District campus.
- (b) TEC §22.0834(d) CERTIFICATION: The HARRIS CENTER for Mental Health and IDD certifies to District that, prior to any work commencing or continuing work under this Agreement, The HARRIS CENTER for Mental Health and IDD has complied with Texas Education Code §22.0834 that the Department of Public Safety of the State of Texas has received all criminal history record information relating to each worker and has ensured the following:
- (c) Each worker has submitted to a national criminal history record information review before being employed or serving in a capacity described by Texas Education Code §22.0834(a);

- (d) The information required by the Texas Department of Safety for obtaining national criminal history record information, which may include fingerprints and photographs, has been sent to the Texas Department of Safety for each worker; and
- (e) The HARRIS CENTER for Mental Health and IDD has obtained all criminal history record information for each worker through the criminal history clearinghouse as provided by Government Code §411.0845 and §411.115.

11.4 Disclosure under The Texas Public Information Act

Each Party is an Agency of the State and a unit of government subject to the Texas Open Record Act, Chapter 552 of the Texas Government Code. A party operating under the Public Information Act is required upon written request to release information regarding a contractor which may include contractor information or other documents. Information deemed confidential and proprietary by a party must be clearly indicated as such and may still be subject to disclosure depending on a ruling from the Texas Attorney General's Office. Each Party shall be solely responsible for the contesting or defending the release of any information it deems to be proprietary and hereby releases the other party from any duty, responsibility, or liability with regard to the release of any information.

11.5 Ownership of Records

All records created by the Harris Center during the performance of this Agreement including clinical records of Consumers evaluated at the Harris Center facilities, shall remain the property of the Harris Center. All records created by District during the performance of this Agreement shall remain the property of District.

11.6 Confidentiality of Records of Covered Individuals Served by This Agreement

District agrees to comply with all applicable State Confidentiality laws, Health Insurance Portability and Accountability Act regulations including the Business Associate Agreement ("BAA") which is attached as Exhibit A and incorporated by reference to this Agreement, *if applicable* to services provided herein.

In accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy and Security Rules (45 C.F.R. Parts 160 and 164) and HITECH ACT (Public Law 111-5), Tex. Health and Safety Code (Chapter 181 and 611), and Confidentiality of Substance Use Disorder Patient Records 42 C.F.R. Part 2 as outlined below:

- (a) District agrees and acknowledges that in receiving, storing, processing, or otherwise dealing with client information, if any, accessed or generated during services provided herein, that District and its officers, employees, agents and subcontractors are bound by the provisions of laws, statutes, and regulations protecting the confidentiality of this information.
- (b) District 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, District and its officers, employees and agents are bound by the provisions of 42 C.F.R. Part 2.
- (c) District 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 District.
- (d) District 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. District agrees to inform the Harris Center of any attempts to gain access to information pertaining to clients.
- (e) District agrees to report to the Harris Center any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware. As well as to mitigate, to the extent practicable, any harmful effect that it is aware of that results from a use or disclosure of protected health information by it in violation of the requirements of this Agreement.
- (f) District agrees to make available to the Secretary of the Department of Health and Human Services (the "Secretary"), Comptroller General of the States, (the "Comptroller General"), or any of their duly authorized representatives, or its designee its internal practices, books, and records and policies and procedures or those of the Harris Center used by District related to the use and disclosure of protected health information for the purpose of determining District's compliance with the Privacy Rule.
- (g) District agrees to maintain documentation and information related to its uses and disclosures of protected health information to permit the Harris Center to provide an accounting of disclosures as prescribed by 45 C.F.R. §164.528.
- (h) District acknowledges that the Harris Center is not permitted to enter into any agreement with a District to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of the Harris Center without requiring that District to first execute the Subcontractor Partner Agreement Form (Exhibit B), which ensures that the District (Subcontractor) will comply with the identical terms, conditions, safeguards and restrictions as contained in the Data

Use Agreement for PHI executed between the Harris Center and HHSC. A copy of the executed DUA is available upon request.

11.7 No Implied Authority

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

11.8 Remedies

All rights, powers, and remedies granted either Party by any particular term of this Agreement are in addition to, and not in limitation of, any rights, powers, or remedies which it has under any other term of this Agreement, at common law, in equity, by statute, or otherwise, and all such rights, powers, and remedies may be exercised separately or concurrently, in such order and as often as may be deemed expedient by either Party. No delay or omission by either Party to exercise any right, power, or remedy shall impair such right, power, or remedy or be construed to be a waiver of any breach or default or an acquiescence therein. A waiver by either Party of any breach or default thereunder shall not constitute a waiver of any subsequent breach or default.

11.9 No Waiver of Immunity

Nothing in the Agreement shall be construed as a waiver of either Party's sovereign immunity. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either party. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to each party under the Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Neither Party waives any privileges, rights, defenses, or immunities available to it by entering into the Agreement or by its conduct prior to or subsequent to entering into the Agreement.

11.10 Dispute Resolution

In the event a dispute arises between the Parties involving the provisions or interpretation of any term or condition of the Agreement, and if both Parties desire to attempt to resolve the dispute prior to termination or expiration of the Agreement, then the Parties may refer the issue to a mutually agreeable dispute resolution process in accordance with Tex. Gov't. Code §2260.

11.11 Force Majeure

Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement 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.

11.12 Governing Law and Venue

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

11.13 Exhibits

All Exhibits, Attachments and Addendums attached hereto are incorporated herein by reference as if fully set out.

Addendum No. 1 – YCOT Program Services

11.14 Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either Party.

11.15 Entire Agreement

This Agreement 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.

[SIGNATURE PAGE FOLLOWS]

AUTHORIZATION:

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

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Dr. Joe A. Rodriguez
Superintendent of Schools

Date

THE HARRIS CENTER FOR MENTAL HEALTH AND IDD

Date

Chief Executive Officer

Wayne Young, MBA, LPC FACHE

Reviewer Initials _____ and _____

APPROVED AS TO FORM:

Kendra Thomas, JD, LPC
General Counsel

Date

ADDENDUM NO. 1 TO THE INTERLOCAL AGREEMENT

This Addendum No. 1 is to the Agreement by and between GCCISD and The Harris Center. This Addendum outlines the additional services and/or roles, in connection with the Youth Crisis Outreach Team Program, both Parties have agreed upon as stated in this Addendum. All other Terms and Conditions of the Agreement remain unchanged unless previously Amended and in full force and effect. In the event of a conflict between the Terms and Conditions of the Agreement and this Addendum, the latter shall prevail.

RECITALS

WHEREAS, Youth Crisis Outreach Team ("YCOT") is a Program of the Harris Center. Services are provided to children and youth ages 3-17 experiencing a mental health crisis. YCOT consists of a psychiatrist, nurse, family partners, peer support specialist, qualified mental health professionals, and licensed clinical professionals.

WHEREAS, GCCISD desires the Harris Center's YCOT to provide services as described in this Addendum;

WHEREAS, the Parties recognize the importance of coordination between GCCISD and YCOT;

1. The purpose of this collaboration is to deliver YCOT services, specifically trauma-informed assessments and evaluations, addressing immediate crisis intervention needs for children and families, and work together to ensure support for young people who are experiencing significant distress or are at risk due to mental health challenges, homelessness, substance use, violence, or other crises.
2. **Roles and Responsibilities of The Harris Center Youth Crisis Outreach Team:**
 - a. The Harris Center shall furnish YCOT services through qualified personnel acting within the scope of their respective licensure, certification, training, supervision, and professional authority, and in accordance with applicable Texas Health and Human Services Commission requirements, program standards, and internal policies and procedures.
 - b. The Harris Center shall designate and assign a dedicated YCOT crisis team to Goose Creek Consolidated Independent School District for responding to students experiencing a mental health crisis during the scheduled coverage period of Sunday through Wednesday, 6:00 a.m. to 4:00 p.m., except as otherwise necessitated by staffing limitations, emergencies, safety considerations, or other operational circumstances beyond The Harris Center's reasonable control.

- c. The Harris Center shall obtain all consents, authorizations, and releases required by applicable law or policy for treatment and information sharing and shall maintain documentation of services in accordance with applicable clinical, contractual, and recordkeeping requirements.
- d. During the initial crisis response phase, the Harris Center YCOT shall make all reasonable efforts to respond to mental health crisis requests within one (1) hour and shall provide or arrange for crisis screening, safety planning, treatment planning, and care coordination consistent with applicable program standards.
- e. The Harris Center YCOT shall provide crisis follow-up and relapse prevention services, including follow-up within twenty-four (24) hours of the initial call or contact when required, and shall provide stabilization and follow-up services for not less than thirty (30) days following the crisis event and for up to ninety (90) days when clinically indicated and consistent with applicable program standards.
- f. When clinically indicated, the Harris Center YCOT may provide or coordinate family partner support, peer support, continuity of services across levels of care, and linkage to adjunct crisis services or other community-based supports.
- g. When clinically indicated, the Harris Center may schedule or provide for a nursing assessment for the purpose of determining whether an individual may be cleared to see a psychiatrist through the YCOT program.
- h. The Harris Center YCOT shall conduct engagement, education, and outreach activities with youth, families, caregivers, school personnel, and other appropriate community partners, including participation in community resource fairs and health fairs, to increase awareness of available behavioral health resources, support understanding of YCOT services, and facilitate connection to appropriate services and supports.

3. Roles and Responsibilities of Goose Creek Consolidated Independent School District :

- a. District shall designate appropriate campus-level and central-office points of contact for YCOT coordination and shall provide the Harris Center with reasonable written notice of any change in such designated contacts.
- b. District shall comply with the referral, communication, and operational procedures mutually established by the Parties and shall provide such information requested on the referral to screen for safety as is reasonably necessary for triage, response coordination, and service facilitation.
- c. District shall provide, to the extent reasonably available, designated office space suitable for confidential work, care coordination, service documentation, and related meetings for use by the assigned YCOT crisis team, together with reasonable access to printing capabilities when necessary for operational purposes and consistent with applicable law and District policy.

- d. The District shall provide an appropriate private and safe space for on-campus meetings and shall use reasonable efforts to facilitate contact with a parent or legal guardian when consent, participation, or follow-up is required or reasonably requested in connection with YCOT services.
- e. District shall, to the extent reasonably available, make available a secure, locked area on District property for the parking or securing of a Harris Center vehicle utilized by the assigned YCOT crisis team in order to reduce the risk of theft, vandalism, or damage while such vehicle is present on District property.

**JOINDER AGREEMENT
TO INTERLOCAL AGREEMENT
BETWEEN
BETWEEN THE HARRIS COUNTY SHERIFF'S OFFICE (HCSO)
AND
THE HARRIS CENTER FOR MENTAL HEALTH AND IDD
CLINICIAN AND OFFICER REMOTE EVALUATION PROGRAM (CORE)**

This Joinder Agreement ("Joinder") to the original Interlocal Agreement ("Agreement") dated August 23, 2022, is between **Goose Creek Consolidated Independent School District** ("GCCISD"), a public school district of the State of Texas, through its **Police Department** ("GCCISD Police," "Texas Peace Officer" or "Policing Agencies") and **The Harris Center for Mental Health and IDD** ("The Harris Center"), a State designated Community Center and Agency of the State of Texas, pursuant to the authority granted and in compliance with the provisions of the "Interagency Cooperation Act," Texas Government Code, Ch 771 *et. seq* and the "Interlocal Cooperation Act," Texas Government Code, Ch 791 *et. seq*. The City and The Harris Center may each be referred to individually herein as a "Party," or collectively as the "Parties."

Recitals

WHEREAS, HCSO in 2017 was the first law enforcement agency in the nation to pilot a telepsychiatry program for patrol deputies. That pilot program evolved into the Clinician and Officer Remote Evaluation Program ("CORE") in 2019 which uses masters-level clinicians instead of psychiatrists. The Harris Center partners with HCSO to provide Master Level Clinicians to efficiently respond to mental health crisis calls in the community. The stationary clinicians use Tele-Health video technology to link to law enforcement and complete mental health crisis assessments in real time in a manner consistent with applicable state and federal laws, rules, and regulations.

WHEREAS, the County originally entered into an Interlocal Agreement on behalf of its HCSO on February 9, 2021 with The Harris Center to provide mental health crisis assessments through The Harris Center's CORE Program; and

WHEREAS, the Agreement entered into on February 9, 2021 expired on February 8, 2022. The same Parties in interest entered into a new Interlocal Agreement on August 23, 2022 ("Agreement"), which is incorporated herein by reference, to re-establish the CORE Program in order to continue providing Telehealth Services.

WHEREAS, GCCISD Police now desire to participate along with the other Policing Agencies in the CORE Program and provide assessments of persons believed to be in emergency mental health crisis ("Consumers").

WHEREAS, The Harris Center and GCCISD Police agree that a public purpose will be served by participation in the Program.

The above recitals are hereby incorporated as if fully set forth herein.

WHEREAS, in connection with this Joinder and its execution, GCCISD (i) by execution of this Joinder Agreement shall be deemed automatically to be a Party to the Agreement, (ii) shall have all rights and obligations the same as other Policing Agencies that have joined prior to this Joinder and shall agree, and do hereby agree to be bound by the terms and conditions set forth in the Agreement as if they were an original Party thereto.

Pursuant to Title 7 Tex. Gov. Code Ann. §771.010, an agency may not enter into an agreement or contract that requires or permits the agency to exceed its duties and responsibilities or the limitations of its appropriated funds.

The Parties agree to the following revised term(s):

1. The following is added to Section 1(B) The Harris Center's Responsibilities:

The Harris Center will provide thirty one (31) iPads (one per school), licenses and/or information technology support services for GCCISD equipment relating to CORE.

2. The following address is added to Section 10. Notice:

Copy To: Goose Creek Consolidated ISD
 4544 Interstate 10 East
 Baytown, Texas 77521
 Attn: Jennifer Fierro
 Email: jennifer.fierro@gccisd.net

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

Each Party, severally and not jointly, represents and warrants that it has full power to execute and deliver this Joinder Agreement and Signatory has authorization to bind Party to the terms of this Joinder.

This Joinder Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

[Signature Page Follows]

EACH PARTY WARRANTS AND ASSURES THE OTHER THAT IT POSSESSES ADEQUATE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT. THE PARTY'S GOVERNING BODY, WHERE APPLICABLE, HAS AUTHORIZED THE SIGNATORY OFFICIAL(S) TO ENTER INTO THIS AGREEMENT AND BIND ENTITY TO THE TERMS OF THIS AGREEMENT AND ANY SUBSEQUENT AMENDMENTS HERETO.

GOOSE CREEK CONSOLIDATED ISD

**THE HARRIS CENTER FOR MENTAL HEALTH
AND IDD**

By: _____
Dr. Joe A. Rodriguez
Superintendent of Schools

By: _____
Wayne Young, MBA, LPC, FACHE
Chief Executive Officer

APPROVED BY FORM:

By: _____
Kendra Thomas, JD, LPC
General Counsel