



**MEMORANDUM OF UNDERSTANDING**

between

Fort Bend Family Health Center, Inc. d/b/a AccessHealth  
400 Austin St., Richmond, Texas 77469

And

Fort Bend County  
on behalf of the Fort Bend County Sheriff's Office

Organization Name

1840 Richmond Pkwy, Richmond, TX 77469

Organization Full Address

Effective Date: \_\_\_\_\_, 2025

Initial Term Expiration Date (two years after effective date): \_\_\_\_\_, 2027

Fort Bend Family Health Center, Inc. d/b/a AccessHealth:

Representative Name: Mike Dotson

Representative Title: Chief Executive Officer

Representative Email: [mdotson@myaccesshealth.org](mailto:mdotson@myaccesshealth.org)

Fort Bend County Sheriff's Office

Representative Name: Eric Fagan

Representative Title: Sheriff

Representative Email: [FBCSOPIO@fortbendcountytx.gov](mailto:FBCSOPIO@fortbendcountytx.gov)

## **A. PARTY / PARTIES**

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by Fort Bend County, a political subdivision of the state of Texas, on behalf of the Fort Bend County Sheriff's Office ("Community Partner") at 1840 Richmond Pkwy, Richmond, TX 77469 and Fort Bend Family Health Center, Inc. d/b/a AccessHealth ("Health Center"), located at 400 Austin St., Richmond, Texas 77469.

## **B. PURPOSE**

Both parties are committed to helping build healthier futures for the community and the purpose of this MOU is to set forth the terms of the relationship between Health Center and Fort Bend County Sheriff's Office as Fort Bend Family Health Center, Inc. d/b/a AccessHealth deploys Reentry Health Connect to strengthen transitions in care for justice-involved populations during the community reentry process and provide essential health care and basic need services post-release.

## **C. EFFECTIVE PERIOD / TERM**

- i. The term of this MOU shall commence on the date it is fully executed by the parties and continue for two years after the date of execution, unless sooner terminated in accordance with this MOU.
- ii. This MOU may be renewed by mutual written agreement of the parties for up to three (3) additional one (1) year terms (each, a "Renewal Term") under the same terms, conditions, performance, and pricing. Either of the parties will give written notice of its intent to renew this MOU at least thirty (30) days prior to the end of anyone (1) year term.

#### **D. RESPONSIBILITIES OF THE PARTIES/SCOPE OF SERVICES**

##### **i. Health Center Duties.**

1. Commitment. Health Center will fulfill the commitments set forth in Exhibit A ("Commitment"). Health Center assumes all responsibility and costs associated with the achievement of the Commitment.
2. Reporting. Health Center will report to Fort Bend County Sheriff's Office on its progress toward meeting the Commitment using the methods and timeline set forth in Exhibit B ("Client Data Sharing Agreement"). Any available deidentified progress reports shall be provided to Fort Bend County Sheriff's Office upon request and include all information necessary for an independent determination as to the fulfillment and progress toward fulfillment of Commitment, including copies of any published reports.

##### **ii. Fort Bend County Sheriff's Office Duties.**

**E. Commitment.** Fort Bend County Sheriff's Office will fulfill the commitments set forth on Exhibit A ("Commitment") and assume all responsibility associated with the achievement of the Commitment.

**F. Reporting.** Fort Bend County Sheriff's Office will report to Health Center on its progress toward meeting the Commitment using the methods and timeline set forth in Exhibit B (referred to as "Client Data Sharing Agreement"). Health Center may request additional information, including but not limited to care notes and other services received by patients/clients assessing services at Fort Bend County Sheriff's Office as allowed by client privacy protections held by clients to Fort Bend County Sheriff's Office.

## **G. USE OF NAME, LOGO, AND MARKS**

- i. Any use by either party of the other party's logos, trademarks, or service marks in marketing or other materials may be used only with the written approval of all parties.
- ii. Any press release or written communication concerning this MOU, or the Commitment may be created only with the written approval of all parties.
- iii. Notwithstanding the foregoing, Fort Bend County Sheriff's Office may discuss the Commitment and progress toward its achievement in press releases, annual reporting, progress reports, and related materials.

## **H. CONFIDENTIALITY**

- i. During implementation of the Commitment, the parties may make available to each other certain Confidential Information or otherwise learn of Confidential Information belonging to the other party.
- ii. For purposes of this MOU, "Confidential Information" means any and all confidential or proprietary information regarding a party or its business, including, without limitation, reports, data, processes, techniques, marketing, and other information, whenever conceived, originated, discovered or developed, concerning any aspect of its business, whether or not in written or tangible form.
- iii. Each party shall hold in strictest confidence any of the other party's Confidential Information.
  - 1. the parties shall restrict access to the Confidential Information to those of their personnel with a need to know and who are engaged in a permitted use of the Confidential Information.
  - 2. the parties shall not distribute, disclose or convey Confidential Information to any third party.
  - 3. the parties shall not copy or reproduce any Confidential Information except as reasonably necessary to perform any obligations hereunder; and



4. the parties shall not make use of any Confidential Information for its own benefit or for the benefit of any third party.
- iv. If a party is legally compelled to disclose any of the Confidential Information, the disclosing party will provide the other party with reasonably prompt written notice before any such disclosure so that the non-disclosing party may obtain a protective order or other confidential treatment for the Confidential Information. If a protective order or other remedy is not obtained by the non-disclosing party, the disclosing party will furnish only that portion of the Confidential Information which is legally required to be furnished.

#### **I. RIGHT TO TERMINATE WITH NOTICE**

Either party, Health Center or Fort Bend County, on behalf of the Fort Bend County Sheriff's Office, may terminate this MOU at any time by giving at least 30 days' notice in writing of its intent to the other party.

#### **J. MISCELLANEOUS**

- i. Assignment.
  1. Neither party shall assign this MOU without the prior written consent of the other party.
- ii. Successors.
  1. This MOU is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns to all the business or any covered brand or business unit.
- iii. Entire Understanding.
  1. This MOU constitutes the entire understanding between the parties as to the services covered by the MOU and supersedes all prior understandings and agreements, oral or written.
- iv. Amendments.
  1. All amendments to and modifications of this MOU must be in writing and signed by an authorized representative of each party.

v. Liabilities in Cases of Force Majeure

1. In the case either party is unable to fulfill their obligations in the case of a natural disaster, acts of God, actions or decrees of governmental bodies, or communications line failure not the fault of the affected party, no party shall hold the other party liable for not fulfilling obligations outlined in this Understanding and its Exhibits.

vi. Indemnification.

**To the extent allowed by law, each party agrees to indemnify, defend, and hold the other party, and its respective Executive Directors, officers, employees, and agents, harmless from and against any and all liabilities, demands, claims, actions, or causes of action, assessments, judgments, losses, costs, damages or expenses, including reasonable attorneys' fees, sustained or incurred resulting from or arising out of or by virtue of its own acts or omissions in its performance of its duties hereunder. The obligations set forth in this section shall survive termination of the MOU.**

vii. Representations and Warranties.

1. Each party warrants that:
  - a. it is duly authorized and existing under the laws of its respective jurisdiction and is in good standing under the applicable laws of such jurisdiction;
  - b. it has the corporate authority and power to enter into this MOU;
  - c. the person executing this MOU on behalf of the party is fully authorized to do so; and
  - d. there are no legal restrictions or bars to such party entering into this MOU.

viii. Insurance.

1. Each party shall maintain, at its own cost and expense, commercial general liability insurance throughout the performance of this MOU.

ix. Nonprofit Status.

1. No party shall do anything that would jeopardize any other party's federal, state, or local tax exemptions (including, without limitation, federal tax-exempt status as an organization described under Section 501(c)(3) of the Internal Revenue Code). Notwithstanding the other provisions of this MOU, if any party is in jeopardy of the loss of any tax exemption because of this MOU, such party shall have the right to terminate this MOU immediately.

**K. NOTICE**

- i. Any notice required under this MOU shall be in writing and may be given via certified mail, return receipt requested, by recognized overnight delivery service, by facsimile, electronic mail, or by hand, at the addresses listed below.

**FOR Fort Bend Family Health Center, Inc. d/b/a AccessHealth:**

400 Austin St., Richmond, Texas 77469  
Attn: Mike Dotson, Chief Executive Officer  
Email: [mdotson@myaccesshealth.org](mailto:mdotson@myaccesshealth.org)

**FOR Fort Bend County:**

Fort Bend County Sheriff's Office  
Attn: Eric Fagan, Sheriff  
1840 Richmond Pkwy, Richmond, TX 77469  
Email: [FBCSOPIO@fortbendcountytexas.gov](mailto:FBCSOPIO@fortbendcountytexas.gov)

**With Copy To:**

Fort Bend County  
Attn: Fort Bend County Judge  
401 Jackson, 1<sup>st</sup> Floor  
Richmond, Texas 77469

IN WITNESS WHEREOF, this MOU is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this MOU, and any attachments hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Agreement is effective upon execution by both parties.

**FORT BEND COUNTY**

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

APPROVED BY:

\_\_\_\_\_  
Eric Fagan, Sheriff  
Fort Bend County Sheriff's Office

**FORT BEND FAMILY HEALTH CENTER,  
INC. d/b/a ACCESS HEALTH**

\_\_\_\_\_  
Mike Dotson, Chief Executive Officer

\_\_\_\_\_  
MICHAEL K. DOTSON

\_\_\_\_\_  
Authorized Agent- Printed Name

\_\_\_\_\_  
3/21/2025  
Date

**Auditor's Certificate**

I hereby certify that funds in the amount of \$ 0.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor



**EXHIBIT A**  
**THE COMMITMENT**

**A. INTRODUCTION**

This MOU between Fort Bend Family Health Center, Inc. d/b/a AccessHealth ("Health Center") and Fort Bend County Sheriff's Office relates to the implementation and use of Reentry Health Connect which implements a Reentry Community Health Worker within Fort Bend County Sheriff's Office to enroll eligible justice involved individuals in Health Center services based on the participants identified medical and social needs.

With Reentry Health Connect, Health Center aims to improve health outcomes for justice-involved individuals through early reentry interventions including comprehensive screening, assessment, and enrollment services. Health Center will assist patients using new and existing community partnerships including but not limited to government agencies and nonprofits. .

Fort Bend County Sheriff's Office desires to partner with Health Center to participate in Reentry Health Connect for an initial period of two years from the Effective Date \_\_\_\_\_, 2025, and within the terms of any subsequent Renewal Terms.

Fort Bend County Sheriff's Office will participate in the Reentry Health Connect program by providing a dedicated working space for a Reentry Community Health Worker (R-CHW) within Fort Bend County Sheriff's Office. Discharge planners will coordinate with R-CHW to pre-screen potential program participants and refer those eligible for program assessment.

The Parties agree to the following:

**B. ROLES AND RESPONSIBILITIES**

i. Health Center's Responsibilities.

1. Provide a trained Reentry Community Health Worker to coordinate pre-release screening and services to eligible participants and collaborate with key carceral staff to meet program objectives. Screen eligible participants incarcerated in Fort Bend County Sheriff's Office for medical and social needs within 90 days of carceral release to establish a medical health home upon community reentry.

2. Provide comprehensive health screening tool assessing social, physical, chronic, and mental health needs for eligible, consenting, participants and initiate a reentry care plan. Coordinate services with care plan team which may include carceral staff, Health Center staff, and community partners.
  3. Monitor participant reentry care plan outcomes post-release through communication with Health Center care coordination team.
  4. Share appropriate findings with partners and the community at large to encourage the expansion of resources for justice-involved individuals at the local, state, and national level.
- ii. Fort Bend County Jail will:
1. Provide appropriate office space for the Reentry Health Connect Community Health Worker to perform the duties of the role within the carceral setting.
  2. Appoint carceral staff (discharge planners) to coordinate transition services and program referrals with Reentry Community Health Worker for eligible participants.
  3. Establish a protocol for pre-screening participants for Reentry Health Connect eligibility upon entry into the carceral setting.
  4. Inform Community Health Worker of changes in release status of enrolled participants immediately to assure coordination of post-release services.
  5. Share health and demographic information pertinent to transition of care, including but not limited to participant age, gender, race, ethnicity, social minority, zip code, educational attainment, address, phone number.
  6. Release of information for carceral-provided healthcare treatment, such as prescribed medications or recommended care plans with participant consent
- iii. Health Center and Fort Bend County Jail will:
1. Designate a contact person to act as a liaison for all activities related to Reentry Health Connect.
  2. Participate in quarterly calls and reporting regarding the Understanding and its associated processes and outcomes; and
  3. Cooperate in all training activities, facility coordination, data-sharing agreements, evaluation, and process improvement activities.
- iv. Health Center will not:

1. Assume the carceral authority's obligation to provide health care to individuals under the carceral authority's custody.
2. Assume responsibility for administering the carceral authority's medical program. Health Center providers (this includes employees, volunteer health professionals, and contractors) who provide services to JI-R individuals will be acting solely on behalf of your health center.

### **C. DATA COLLECTION AND SHARING**

Fort Bend County Sheriff's Office will provide data surrounding patient/inmate participation, health, discharge and engagement to Health Center, as identified below, and as further defined in the Client Data Sharing Agreement attached hereto and incorporated as Exhibit B.

#### **Types of Data Requests**

:

- Demographic Information Sharing: Data requested may include legal name, date of birth, biological sex, gender, race, ethnicity, if available.
- Carceral Information Sharing: Data requested may include charge type, recidivism rates, chronic disease rates, and booking rates for Fort Bend County Sheriff's Office, if available.
- Health Information Sharing: Data requested may include current or prior health services provided by the carceral setting, including health history or screening, if available.

Health Center will inform FBCSOJ of patients under their care who have qualified for Reentry Health Connect based on their social needs screenings results, and any applicable documentation from Health Center.

Health Center and Fort Bend County Sheriff's Office will be required to fully protect patient/client data to the maximum extent of the federal and state law including but not limited to Health Insurance Portability and Accountability Act of 1996 (HIPAA) as stated in Exhibit C. In addition, standard procedures exhibited by all Parties will be honored unless explicitly changed through written amendment of this MOU.

### **D. CLIENT/PATIENT RIGHTS TO SERVICE**

All clients and patients are allowed the right to obtain services in an equitable manner. All Parties

agree to not deny services in a discriminatory manner including but not limited to race, ethnicity, age, gender, sex, sexual orientation, religious affiliation, immigration status, education level, disability and/or ability to pay. Client complaints will be shared with Health Center and Fort Bend County Sheriff's Office leadership as appropriate to be addressed.

#### **E. COMMUNITY VOICE**

Health Center agrees to share success stories with client's consent. The intended uses of this data are to showcase the success of the commitment externally. Health Center will be provided with the opportunity to review and approve materials that include this data.



**EXHIBIT B**  
**CLIENT DATA SHARING AGREEMENT**

This Client Data Sharing Agreement describes the data sharing agreement between Fort Bend County Sheriff's Office and Health Center, in addition to the terms and conditions set forth in the Memorandum of Understanding (MOU) and its associated Exhibits entered into by the Parties on the date of the last signature of the MOU. All exchanges of information under this Client Data Sharing Agreement will be in compliance with all applicable state and federal laws, regulations, licensing and accreditation requirements with regard to ensuring administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any information, in any format, that the parties may create, receive, maintain, or transmit pursuant to the activities under the MOU, including but not limited to HIPAA and/or HITECH, 42 CFR Part 2, and Texas confidentiality statutes, including but not limited to Texas Health and Safety Code Section 614.017, and regulations.

This Client Data Sharing Agreement pertains specifically to the exchange of patient information who are qualified to receive services at Health Center via Reentry Health Connect at the individual level (i.e., patient/client data). The data collected is directly requested and stored within Electronic Health Records.

**A. PARTNER ORGANIZATION DATA SHARING FREQUENCY AND DATA INPUTS**

- i. As further defined in Exhibit A, Fort Bend County Sheriff's Office is willing to share with Health Center information regarding participation, including demographics and health history.
- ii. Fort Bend County Sheriff's Office agrees to appoint a carceral staff member (discharge planner) to serve as point of contact for the R-CHW to review and provide feedback on data collection, data sharing expectations, and timelines.
- iii. Point of service data sharing requirements include:
  - Participation data relating to the redemption and care received of patient/client from Fort Bend County Jail Health Services when data or information is available.
  - Participation data relating to the redemption and care received of patient/client from external agencies such as behavioral health and other community partners as referred by Fort Bend County Jail Health Services.

## **B. HEALTH CENTER DATA SHARING FREQUENCY AND DATA INPUTS**

- i. Health Center is willing to share with Fort Bend County Sheriff's Office, client information as described in the Exhibit A.
- ii. Health Center agrees to appoint a liaison who will be accountable for meeting data sharing expectations and timelines.
- iii. When transferring this data, the disclosing party assumes responsibility for ensuring that the information is transferred to the receiving party with appropriate safeguards in place to protect client confidentiality and to comply with any applicable laws or regulations.
- iv. The parties agree to provide the agreed-upon data in a timely manner in accordance with the timeline specified above.

## **C. CONSENTS**

Fort Bend County Sheriff's Office and Health Center, shall obtain the appropriate assents or written consents necessary from the patient to supply the other party with the agreed-upon data fields.

## **D. RIGHTS AND PRIVILEGES RELATED TO THE DATA COLLECTED.**

- i. Each party shall own and control the data it collects.
- ii. Health Center shall notify Fort Bend County Sheriff's Office of any third-party request for enrolled participant's data.
- iii. Health Center may use Fort Bend County Sheriff's Office's data for internal purposes only.
- iv. Any other use or disclosure to any third-party shall require Fort Bend County Sheriff's Office's and health center's prior written authorization.

## **E. DATA MANAGEMENT**

Fort Bend County Sheriff's Office and Health Center agree to:

- i. Maintain all identifiable data shared in a secure, password protected, restricted-access data storage system or in a lockbox file cabinet in a locked office if data are not electronic.
- ii. Have data handled by appropriately training and certified personnel only.
- iii. Comply with all requirements related to confidential information in the MOU and Business Associate Agreement.

**EXHIBIT C**  
**HIPAA BUSINESS ASSOCIATE AGREEMENT**

This HIPAA Business Associate Agreement (this "**BA Agreement** ") is made and entered into effective as of \_\_\_\_\_, 2025 (the "**Effective Date**") Fort Bend County, on behalf of the Fort Bend County Sheriff's Office ("Business Associate") located at 1840 Richmond Pkwy, Richmond, TX 77469, and **Fort Bend Family Health Center, Inc., dba AccessHealth** located at 400 Austin St, Richmond, Texas 77469 ("**Covered Entity**").

**A. DEFINITIONS**

For purposes of this BA Agreement:

- a. "**Agreement**" shall mean the "MOU" made and entered into effective as of \_\_\_\_\_, 2025 by Business Associate and **Fort Bend Family Health Center, Inc., dba AccessHealth**.
- b. "**Breach**" shall have the same meaning as defined in 45 CFR § 164.402.
- c. "**Business Associate**" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Fort Bend County Sheriff's Office
- d. "**Compliance Date**" shall have the same meaning as the term "compliance date" in 45 CFR §145.501.
- e. "**Covered Entity**" shall generally have the same meaning as the term "covered entity " at 45 CFR 160.103, and in reference to the party to this agreement, shall mean **Fort Bend Family Health Center, Inc., dba AccessHealth**.
- f. "**Disclosure**" shall have the same meaning as defined in 45 CFR §160.103.
- g. "**Electronic Protected Health Information**" or "**e-PHI**" shall have the same meaning as defined in 45 CFR §160.103, limited to the information transmitted or maintained by the Business Associate in electronic form format or media
- h. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g) .
- i. "**HIPAA Rules**" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.



- j. **"Protected Health Information"** or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- k. **"Required By Law"** shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
- l. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- m. All other capitalized terms used in this Section shall have the meanings set forth in the applicable definitions under the HIPAA Rules.

#### **B. OBLIGATIONS AND ACTIVITIES OF PROVIDER AS A BUSINESS ASSOCIATE**

- i. Business Associate agrees to not use or disclose PHI other than as permitted or required by this BA Agreement or as Required by Law.
- ii. Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information to prevent the use or Disclosure of PHI other than as provided for by this BA Agreement.
- iii. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this BA Agreement.
- iv. Business Associate agrees to report immediately, but no later than three (3) days, to Covered Entity any use or Disclosure of PHI not provided for by this BA Agreement of which it becomes aware including Breaches of unsecured Protected Health Information as required at 45 CFR 164.410, and any security incident of which it becomes aware. The party responsible for the Breach of Unsecured PHI shall be responsible for payment of all actual costs associated with the Breach, including without limitation, costs of notifying affected Individuals, credit monitoring (where applicable), and other efforts to mitigate the harm to Individuals. Breach notification will be written in plain language and will include, to the extent possible or available, the following:
  - 1. The identification of the individual whose unsecured PHI has been or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during the Breach.
  - 2. Brief description of what happened, including the date of the Breach and the date of the discovery of the Breach.



3. A description of the types of unsecured Protected Health Information that were involved in the Breach (such as whether the full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  4. Any steps Individuals who were subjects of the Breach should take to protect themselves from potential harm that may result from the Breach.
  5. A brief description of what Business Associate is doing to investigate the Breach, to mitigate the harm to individuals, and to protect against further Breaches; and
  6. Contact procedures for individuals to ask questions or learn additional information, including a toll-free telephone number, an email address, Web site, or postal address.
- v. Business Associate agrees to ensure that any agents or subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree, in writing, to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
  - vi. Business Associate agrees to provide access, at the request of Covered Entity, in a reasonable time and manner, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet the requirements under 45 CFR § 164.524.
  - vii. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in a reasonable time and manner.
  - viii. Business Associate agrees to make internal practices, books, and records including policies and procedures and PHI relating to the use and Disclosure of PHI received from or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a reasonable time and manner, for the purpose of permitting the Secretary to determine Covered Entity's compliance with the HIPAA Rules.

- ix. Business Associate agrees to document such Disclosures of PHI and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.
- x. Business Associate agrees to provide to Covered Entity or an Individual, in a reasonable time, information collected in accordance with Section B.(i) of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.
- xi. Business Associate agrees, to the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- xii. Business Associate hereby acknowledges and agrees that Covered Entity has notified Business Associate that Business Associate is required to comply with the confidentiality, Disclosure and re-Disclosure requirements of Texas and law to the extent such requirements may be applicable.

**C. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE**

- i. Business Associate may only use or disclose PHI as permitted by the HIPAA Rules. Business Associate may use or disclose PHI to perform, manage and administer the activities or services required under the Agreement.
- ii. Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.
- iii. Business Associate may not use or disclose Protected Health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and Disclosures set forth below.
- iv. Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- v. Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential 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 the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- vi. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with §164.5020) (1).

#### **D. OBLIGATIONS OF COVERED ENTITY**

- i. Covered Entity shall notify Business Associate of any limitations in its notice(s) of privacy practices in accordance with 45 CFR § 164.520 to the extent that such limitations may affect Business Associate's use or Disclosure of PHI.
- ii. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent such changes may affect Business Associate's use and Disclosure of PHI.
- iii. Covered Entity shall notify Business Associate of any restriction to the use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522 to the extent that such restriction may affect Business Associate's use or Disclosure of PHI.

#### **E. RESTRICTION ON COVERED ENTITY**

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity, except Business Associate may use or disclose PHI for data aggregation or management and administrative activities of Business Associate.

#### **F. INFORMATION BREACH NOTIFICATION REQUIREMENTS.**

- i. Business Associate expressly recognizes that Covered Entity has certain reporting and Disclosure obligations to the Secretary of the Department of Health and Human Services and the Individual in case of a security breach of unsecured Protected Health Information (as defined in 45 CFR §164.402).
- ii. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses unsecured Protected Health Information, Business Associate without unreasonable delay and in no case later than thirty (30) days following the discovery of a breach of such information, shall notify Covered Entity of such breach. Such notice shall include the identification of each individual whose Unsecured

Protected Health Information has been or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed during the breach.

- iii. Covered Entity and Business Associate recognizes that the Unsecured Protected Health Information may contain the social security numbers, financial account information or driver's license number or non-driver identification card number.
- iv. State Privacy Laws. Business Associate shall comply with laws of the State of Texas that are more stringent than HIPAA Regulations because the laws provide greater privacy protections for PHI or provide greater rights to individuals with respect to PHI, including without limitation the Texas Medical Records Privacy Act, chapter 181 of the Texas Health and Safety Code and the Identity Theft Enforcement and Protection Act, chapter 521 of the Texas Business and Commerce Code.

#### **G. TERM AND TERMINATION**

- i. Term.
  - 1. The Term of this BA Agreement and the obligations herein shall be deemed effective as of the Compliance Date or the date of execution of this BA Agreement, whichever date is later.
  - 2. The BA Agreement shall terminate when all the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
  - 3. If the above is not feasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- ii. Termination for Cause.
  - 1. Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall either:
    - a) Provide an opportunity for Business Associate to cure the material Breach or end the violation and terminate this BA Agreement and Covered Entity's participation in the Agreement if Business Associate does not cure the material Breach or end the violation within the reasonable time specified by Covered Entity; or
    - b) Immediately terminate this BA Agreement and Covered Entity's participation in the Agreement if Business Associate has breached a material term of this BA Agreement and a cure is not possible; or
    - c) If neither termination nor cure is feasible, Covered Entity shall report the



violation to the Secretary.

#### **H. EFFECT OF TERMINATION.**

- i. Except as provided in Section H.ii. upon termination of this BA Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
- ii. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity, in writing, notification of the conditions that make return or destruction not feasible, including the need to retain PHI for audit, justification of work product or compliance with pharmacy or other applicable law. The Covered Entity may disagree with the Business Associate's determination.
- iii. Upon mutual agreement of the Parties that return, or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this BA Agreement to such PHI and limit further uses and Disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such PHI. If it is infeasible for the Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Agreement to the subcontractors and/or agents' use and/or Disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or Disclosures to the purposes that make the return or destruction of Protected Health Information infeasible.

#### **I. REGULATORY REFERENCES.**

A reference in this BA Agreement to a section in the HIPAA Rules means the section as in effect, or as amended, and for which compliance is required.

#### **J. AGREEMENT.**

The Parties agree to take such action as is necessary to amend the Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law §104-191; provided, however, that no Agreement shall be deemed valid unless signed by both parties.

#### **K. AMENDMENT AND WAIVER.**

- i. The Parties agree to take such action as is necessary to amend this BA Agreement from time to time and as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules and the Health Insurance Portability and Accountability Act of 1996. Pub. Law 104-191. This BA Agreement may be amended only in writing when signed by a duly authorized representative of each Party.
- ii. This agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to a waiver of any right or remedy as to subsequent events. The Parties agree to take such actions as is necessary to amend this agreement from time to time as is necessary for compliance with the requirements of the HIPAA rules and any other applicable law, that action will be in writing, agreed, and signed by both Parties.

#### **L. SURVIVAL.**

The respective rights and obligations of Business Associate under Section F.(3) of this BA Agreement shall survive the termination of this BA Agreement.

#### **M. INTERPRETATION.**

Any ambiguity in this BA Agreement or in the Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.

#### **N. EQUITABLE RELIEF.**

- i. Business Associate understands that any Disclosure or misappropriation of any PHI in violation of this Attachment will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain.
- ii. Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further Disclosure or Breach and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity.
- iii. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

#### **O. CONFLICTS.**

To the extent that this BA Agreement may conflict with the Agreement, this BA Agreement shall govern.

[EXECUTION FOLLOWS]

IN WITNESS WHEREOF, this MOU is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this MOU, and any attachments hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Agreement is effective upon execution by both parties.

**FORT BEND COUNTY**


\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

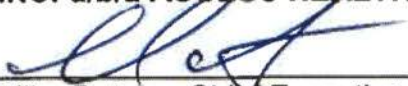
ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

APPROVED BY:

  
\_\_\_\_\_  
Eric Fagan, Sheriff  
Fort Bend County Sheriff's Office

**FORT BEND FAMILY HEALTH CENTER,  
INC. d/b/a ACCESS HEALTH**

  
\_\_\_\_\_  
Mike Dotson, Chief Executive Officer

Michael K. Dotson  
\_\_\_\_\_  
Authorized Agent- Printed Name

3/21/2025  
\_\_\_\_\_  
Date





## ADDENDUM #1 TO MEMORANDUM OF UNDERSTANDING (MOU)

between

Fort Bend Family Health Center, Inc. d/b/a AccessHealth

400 Austin St., Richmond, Texas 77469

&

Fort Bend County

1840 Richmond Pkwy, Richmond, TX 77469

This document constitutes an Addendum to the agreement between Fort Bend Family Health Center, Inc. d/b/a AccessHealth and Fort Bend County, signed on April 08, 2025.

### 1. Objective

The objective of this Addendum is to describe the authority over the provision of services Fort Bend Family Health Center, Inc. d/b/a AccessHealth will provide relative to the implementation of the following partnership initiative:

***Building healthier futures for the community through the Reentry Health Connect program and strengthening transitions in care for justice-involved populations during the community reentry process by providing essential health care and basic need services post-release.***

Under this initiative, AccessHealth will:

- i. Maintain that AccessHealth's governing board retains authority over the provision of all AccessHealth center services at any location where services are provided to such Justice-Involved Reentry (JI-R) individuals.
  - a. This includes determining which services will be provided and at which clinic locations owned by the health center, not duplicating what's provided within the Fort Bend County setting at 1410 Richmond Pkwy, Richmond, TX 77469 and not replacing their responsibility as a carceral authority to provide care.
- ii. Ensure that all services provided to JI-R individuals by AccessHealth are board-approved and subject to AccessHealth's established clinical protocols,



operational procedures, and policies which are designed to maintain the highest level of care and service efficiency and adhere to all applicable laws and regulations.

## 2. End Date

Fort Bend Family Health Center, Inc. d/b/a AccessHealth and Fort Bend County will end Reentry Health Connect on November 30<sup>th</sup>, 2026, which is in line with the last day for the project period outlined by the Health Resources and Services Administration (HRSA). Proper closeout guidelines, reporting, and participant exit monitoring will be followed by both parties.

All terms and provisions from the original MOU also apply to this Addendum.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the \_\_\_\_ day of \_\_\_\_.

**FORT BEND COUNTY**

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

**FORT BEND FAMILY HEALTH CENTER,  
INC. d/b/a ACCESS HEALTH**

  
Mike Dotson, Chief Executive Officer

  
Authorized Agent-Printed Name

4/1/25  
\_\_\_\_\_  
Date

APPROVED BY:



Eric Fagan, Sheriff

Fort Bend County Sheriff's Office

Auditor's Certificate

I hereby certify that funds in the amount of \$0.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

---

Robert Ed Sturdivant, County Auditor