

THE STATE OF TEXAS §

COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, Met in a regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____,

with the following members present:

Judge Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
Lesley Briones	Commissioner, Precinct No. 4

and the following members absent: _____,

constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING HARRIS COUNTY PUBLIC HEALTH to approve the attached Interlocal Agreement between Harris County Public Health (HCPH) and Harris Center for Mental Health and IDD.

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 Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The meeting chair announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that the County Judge is authorized to approve the attached Interlocal Agreement between Harris County Public Health (HCPH) and Harris Center for Mental Health and IDD. This Agreement will be effective January 31, 2023 through January 31, 2024 with four one year renewal options. Please see attached document(s) for additional information.

The documents are attached hereto and incorporated herein and incorporated as if set out in full word for word. Harris County is authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

ACCESS INTERLOCAL AGREEMENT
between
Harris County Public Health
and
The Harris Center for Mental Health and IDD

This Interlocal Agreement (hereinafter “ILA”), dated as of the date of the last signature below (hereinafter “Effective Date”), is by and between Harris County, Texas, 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 Center for Mental Health and IDD, a Community Center and Agency of the State of Texas under the provisions of Chapter 534 of the Texas Health and Safety Code Ann. (Vernon 1992) as amended (hereinafter “Agency” or “the “Harris Center”) pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. §791.001 et seq.

The purpose of this ILA is to establish the roles and responsibilities of the parties related to participation in ACCESS Harris County, a multi-agency County program that focuses on the critical needs of residents who are experiencing physical and mental health challenges, economic uncertainty, housing instability, substance use disorders, criminal justice engagement and social inequity.

1. Background

The Harris County Commissioners Court is committed to strengthen services delivered to support the County’s most vulnerable high-need residents and to break down silos between County departments and related entities in Harris County. In furtherance of these ends, Harris County is launching an initiative referred to as “Accessing Coordinated Care and Empowering Self Sufficiency” or ACCESS Harris County.

The initiative encompasses the work of multiple partners, including but not limited to Harris County Public Health, Harris Health System, Harris Center for Mental Health and IDD, Harris County Housing Authority, Juvenile Probation Department, Harris County Public Library, Harris County Sheriff’s Office, Community Supervision and Corrections Department, Harris County Resources for Children and Adults, Children’s Assessment Center, Community Services Department, Justice Administration Department, Department of Economics Equity and Opportunity, Veterans Services, and the Commissioners Court Analyst Office.

The goals of ACCESS Harris County include achieving coordinated and culturally competent services that holistically address the multiple needs of the person, family, or community; greater sharing and public reporting of information across departments and related entities; addressing inequities in marginalized communities; and improving the health, well-being, sustained recovery, and self-sufficiency of the County’s most vulnerable residents.

2. Obligations

Agency will work collaboratively with HCPH as part of the ACCESS Harris County Interdepartmental Multi-Disciplinary Team (“IMDT”).

Each party to this ILA shall perform the services and shall complete all obligations assigned to that party as described in Exhibit A (“Scope of Work”), attached hereto and incorporated herein by this reference.

Agency shall designate one full-time equivalent Resource Coordinator (“Personnel”) who shall be assigned to perform clinical activities such as independent assessments and service interventions as directed by the treatment plan to individuals referred to the ACCESS Harris County program for the purpose of fulfilling consumer needs.

Personnel assigned pursuant to this ILA remain employees solely of Agency. Agency shall retain the exclusive right of control over employment, hiring, firing, and discipline. Agency shall remain responsible for all legal obligations of employment of assigned personnel including, but not limited to, the provision of compensation and benefits of employment, compliance with minimum wage, overtime, and other requirements of the Fair Labor Standards Act, record-keeping, withholding of federal and state income taxes, paying federal social security taxes, and maintenance of unemployment and workers compensation insurance.

IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT AGENCY IS NOT THE SOLE EMPLOYER OF ASSIGNED PERSONNEL, AGENCY AGREES TO THE EXTENT PERMITTED BY LAW INDEMNIFY AND HOLD HCPH AND HARRIS COUNTY, TEXAS HARMLESS FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED AS A RESULT OF THIS DETERMINATION.

Personnel assigned pursuant to this ILA shall not incur overtime in support of ACCESS Harris County without the express written permission of Agency.

Agency shall assign personnel meeting the HCPH standards of professionalism, ethics, and competence. At any time HCPH may request that Agency assign alternative personnel.

Agency will provide written notification to the designated HCPH Project Manager if there is a staffing change.

3. Payment

Agency will assign personnel employed by Agency to work on ACCESS at no cost to the HCPH. Any and all salary paid to said assigned personnel will be paid by The Harris Center.

4. Term of ILA

4.1. The term of this ILA shall begin upon signature by all parties and the ILA shall remain in full force and effect until terminated by either party in accordance with this Section 4.

4.2. Either party may terminate this ILA for convenience and without cause upon 30 days’ advance written notice. In the event of such termination by HCPH, Agency shall receive compensation for any services performed through the effective date of termination, unless a shorter notice period is agreed upon.

4.3. This ILA may be cancelled immediately by either party upon written mutual consent.

4.4. Either party may terminate this ILA immediately upon written notice to the other party in the event that any State, federal agency, or other funder reduces, withholds, or terminates funding which HCPH anticipated using to pay Agency for services provided under this ILA.

5. Departmental Communication

All notices and reports shall be made in writing and should be addressed to the following:

Harris County Public Health	The Harris Center for Mental Health and IDD
Attn: Jamie Hughes Harris County Public Health 2223 W Loop S Houston, TX 77027	Attn: Wayne Young, CEO The Harris Center for Mental Health 9401 Southwest Freeway Houston, TX 77074 Copy to: The Harris Center for Mental Health and IDD Contract Services Department Attn: Director of Contracts 9401 Southwest Freeway Houston, TX 77074

6. Confidentiality

6.1. Both parties agree to maintain the confidentiality of all client information in accordance with all applicable State and federal laws and regulations, including the requirement to implement reasonable and appropriate administrative, physical, and technical safeguards to protect all confidential information. Agency shall be in compliance with all State and federal regulations pertaining to the privacy and security of personally identifiable information (hereinafter “PII”) and/or protected health information (hereinafter “PHI”).

6.2. As applicable, both parties agree to comply with the Health Insurance Portability and Accountability Act, 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 protection of health information.

6.3. Both parties agree to comply with all applicable laws and regulations related to housing and homeless services, social services, probation, and any other information acquired while participating in the IMDT.

6.4. Both parties agree to inform all employees, agents, and partners of these confidentiality provisions and that knowing and intentional violations of confidentiality obligations can result in criminal liability. Both parties agree that the Resource Coordinator will be expected to participate in confidentiality and information security training provided by HCPH’s IT division.

6.5. Both parties agree to follow all requirements outlined in the ACCESS Harris County Initiative - Information Privacy and Security Policy and Procedure, as adopted and may be amended in the future by the Safety Net Collaborative, which will be attached hereto and incorporate herein as Exhibit B.

6.6. When required to comply with applicable law, client consent will be obtained before records are disclosed by either party.

6.7. Both parties understand and agree that all confidentiality and information security requirements shall survive any termination or expiration of this ILA.

7. Nondiscrimination

7.1. Both parties shall comply with all applicable federal, State, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, national origin, religion, sex, age, disability, pregnancy, sexual orientation or other legally protected basis.

7.2. 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.

8. Monitoring

8.1. Both parties will work collaboratively to review and monitor performance to determine adherence to the conditions and goals of this ILA. ACCESS Harris County IMDT managers will provide programmatic management and Agency managers will provide administrative management.

8.2. Both parties acknowledge that the State or federal government shall have the right to observe, monitor, evaluate, audit, examine, and investigate all of the activities conducted by HCPH and Agency which are associated with this ILA.

9. Rights to Data

Subject to compliance with all applicable laws and regulations regarding the confidentiality of patient records, the parties to this ILA may use aggregate data, reports, or other materials produced out of the performance of this ILA only to the extent required to perform their obligations under ACCESS Harris County.

10. Dispute Resolution

If any conflicts or disputes arise between the parties, parties 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.

11. Merger

This writing is a complete and exclusive statement of the terms of this ILA. No modification of this ILA shall be effective unless and until such modification is evidenced by a writing signed by both parties.

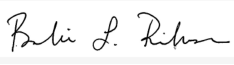
[Signature Page to Follow]

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: _____

Approved:

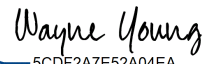
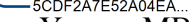
By: 
Barbie L. Robinson, MPP, JD, CHC
Executive Director
Harris County Public Health
Date Signed: 1/19/2023

APPROVED AS TO FORM:

Christian D. Menefee
County Attorney

By: Manasi Tahiliani
Manasi T. Tahiliani
Assistant County Attorney
CA File: 22GEN3631

THE HARRIS CENTER FOR MENTAL HEALTH

DocuSigned by:
By: 

Wayne Young, MBA, LPC, FACHE
Chief Executive Officer
Date Signed: 1/18/2023

APPROVED AS TO FORM:

Kendra Thomas, JD, LPC


kp


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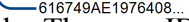
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By: 

Kendra Thomas, JD, LPC
General Counsel

Exhibit A: Scope of Work

I. Staffing Support

- A. Agency agrees to designate Full-Time Equivalent positions to support the ACCESS Harris County initiative, as follows:

FTE	Classification	Position
1.0		ACCESS Care Coordinator

- B. Meet three days a week for 4 hours each day. Remaining time will be spent on administrative and care coordination and management duties.
- C. Both parties agree to provide consultation upon request of either party regarding the positions' roles and functions.
- D. The manager(s) of the Resource Coordinator will participate in regular meetings, to be determined in the future, with the IMDT manager to discuss issues, questions, or concerns of the program.

II. IMDT Description

The Interdepartmental Multi-Disciplinary Team ("IMDT") operationalizes the programmatic goals and objectives set by the Safety Net Collaborative. The IMDT is a care coordination, advisory team of subject matter experts from various disciplines and frontline staff across Harris County Safety Net departments. It is led by the IMDT Manager, who reports to the ACCESS Harris Associate Director.

Reporting to the IMDT Manager are the cohort managers, who are responsible for the day-to-day operations of the Coordinated Care Teams ("CCT"). The CCT are multidisciplinary teams across the departments that coordinate care for a group of ACCESS participants that meet participation criteria and requirements for a specific cohort. The team is comprised of frontline staff working with the Safety Net Collaborative departments to coordinate the care plans and service goals for cohort participants.

III. Responsibilities

- A. The Resource Coordinator is expected to support ACCESS Harris County as follows:
- i. Attend weekly IMDT meetings (expected three times a week).
 - ii. Serve as content expert for matters pertaining to social services.
 - iii. Engage in collaborative problem solving for integrated care management involving all IMDT clients during weekly meetings.
 - iv. Communicate and coordinate as appropriate with all team members outside meetings (coordination may include APS, CPS, family courts, housing, criminal justice systems, referrals for legal services, and other identified HSD systems).
 - v. Conduct client assessments, contribute to care plan development, and follow-up on client care needs.

- vi. Provide subject matter input on the development of ACCESS Harris County Watson Care Manager technology.
 - vii. Participate in quarterly quality improvement reviews.
 - viii. Attend other regularly scheduled meetings at the request of HCPH.
 - ix. Other additional duties related to ACCESS Harris County as requested by HCPH.
- B. Agency is expected to perform the following duties through one or more supervisory personnel:
- i. Supervise the performance of the Resource Coordinator.
 - ii. Supervise daily work priorities and deliverables for Agency activities, requirements, and trainings.
 - iii. Provide training, orientation, and ongoing connection to all applicable Agency systems, regulations, business processes, and service pathways.
 - iv. Assist with the development of ACCESS Harris County policies and procedures in areas where Agency has subject matter expertise.
 - v. Meet monthly with the IMDT to discuss priorities, challenges, and any necessary workflow changes.
- C. HCPH is expected to perform the following duties through one or more supervisory personnel, including but not limited to IMDT manager and Care Coordination Supervisors:
- i. Work collaboratively with Agency managers to monitor the Resource Coordinator, including providing directives for daily work.
 - ii. Provide timely feedback to Agency managers related to the Resource Coordinator's performance.
 - iii. Share necessary information and resources with the Resource Coordinator whenever indicated outside of normal IMDT meetings to meet client needs and program objectives.
 - iv. Facilitate weekly IMDT meetings where IMDT members collaborate with the Resource Coordinator to share specialized knowledge, resources, and services to meet complex client needs from various specialized IMDT cohorts.
 - v. Ensure at least one monthly meeting with the IMDT and Agency managers to discuss priorities, challenges, and any necessary workflow changes.
 - vi. Provide training and orientation to the Resource Agency managers, as applicable, on the ACCESS Harris County initiative, IMDT, Watson Care Manager, and related systems and processes, including orientation to any specialized cohort assignments.
 - vii. Develop ACCESS Harris County policies and procedures, including cohort specific policies and procedures, and consult with team content experts in such development.
 - viii. Review a sample of client records in Watson Care Manager on a quarterly basis for each team member.

Exhibit B
ACCESS Harris County Initiative - Information Privacy and
Security Policy and Procedure
(follows behind)

ACCESS Harris County Initiative

Information Privacy and Security Policy and Procedure

One of Harris County's strategic priorities set by the Harris County Commissioners Court is to provide integrated service delivery through a no-wrong door approach for individuals in need of services across county departments, affiliated governmental entities, and community-based programs. To address this priority, Harris County developed an initiative called Accessing Coordinated Care to Empower Self Sufficiency (ACCESS) Harris County. This initiative provides an integrated care-coordination model to improve outcomes for vulnerable individuals through a care coordination team. The team will focus on supporting clients holistically, addressing multiple needs that ensure better outcomes and greater stability.

The following Information Privacy and Security Policy and Procedure applies to the ACCESS Harris County Interdepartmental Multi-disciplinary Team (IMDT) and Coordinated Care Teams (CCTs) when accessing, disclosing, or using personally identifiable information. All ACCESS Harris County Participating Agencies and Workforce Members must comply with these policies and procedures.

1.0 Purpose

The purpose of this policy and procedure is to provide mandatory guidance for the creation, storage, use, disclosure and exchange of information that is protected by state and federal law when acting as part of or on behalf of ACCESS Harris County.

2.0 Scope

This policy and procedure applies to all entities and individuals participating in or acting on behalf of the ACCESS Harris County.

3.0 Relevant Law

A variety of state and federal laws protect the confidentiality of health, behavioral health, and social services information, including, but not limited to: the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations (45 C.F.R. Parts 160 and 164); federal Substance Abuse Confidentiality Regulations (42 C.F.R. Part 2); Texas law on electronic disclosure of protected health information (Tex. Health & Safety Code § 181.154); Texas law on mental health records (Tex. Health & Safety Code § 611.002); Texas law on information in the juvenile justice information system (Tex. Family Code § 58.106); and Texas law making law enforcement records concerning a child confidential (Tex. Family Code § 58.008).

To ensure compliance with these laws, ACCESS Harris County operates pursuant to a consent-based model that limits enrollment in ACCESS Harris County to clients who give Participating Agencies permission to share their information. This model supports the IMDT approach, which is premised on unrestricted information sharing between Participant Agencies to help clients get the services and resources they need. Clients who

do not consent to share their information may separately seek any of the services offered by the Participating Agencies and will not be denied assistance based on their decision not to enroll in ACCESS Harris County.

4.0 Definitions:

4.1 ACCESS Harris County IMDT

The Interdepartmental Multi-Disciplinary Team (IMDT) operationalizes the programmatic goals and objectives set by the Safety Net Collaborative. The IMDT is a care coordination, advisory team of subject matter experts from various disciplines and frontline staff across Harris County Safety Net Departments. It is led by the IMDT Manager, who reports to the ACCESS Harris County Associate Director.

Reporting to the IMDT Manager are the Cohort Managers, who are responsible for the day-to-day operations of the Coordinated Care Teams (“CCTs”). The CCTs are multidisciplinary teams across the Participating Agencies that coordinate care for a group of ACCESS participants that meet participation criteria and requirements for a specific cohort. The team is comprised of frontline staff who coordinate the care plans and service goals for Cohort participants.

4.2 Watson Care Manager

4.2.1 The Care Manager Interface within Watson Care Manager is a platform that allows Workforce Members to input and view client demographics, case notes, care plans, client goals and other information relevant to client case management. The Care Manager Interface does not directly receive information from outside electronic databases (information must be added by Workforce Members).

4.2.2 Access to Watson Care Manager shall be granted on a business-need basis to members of a CCT. Watson Care Manager system access for CCT Workforce Members shall be approved by the ACCESS Director or their designee, which may be the ACCESS Associate Director, IMDT Manager, the Cohort Manager, and the County Privacy Officer or his designee.

4.3 Cohort

Cohort refers to a group of clients designated to receive intensive case management and related services through the Access Harris County IMDT. Cohorts are identified, defined, and approved by the Safety Net Collaborative. Clients must be assigned to a Cohort before they may receive services through the ACCESS Harris County Initiative.

4.4 Cohort Manager

The Cohort Manager will oversee services and case management of Cohorts. Workforce Members who have been assigned to CCTs will work with the Cohort Manager. These Workforce Members are defined as the CCT.

4.5 Consent Form

The Consent Form reflects a client's consent to participate in ACCESS Harris County. The Consent Form also conveys a client's consent to release a range of information, including social service records, to enable care coordination through ACCESS Harris County. If a client does not sign the Consent Form, they cannot participate in ACCESS Harris County. The Consent Form is attached hereto as Attachment C.

4.6 Coordinated Care Teams (CCTs)

Reporting to the IMDT Manager are the Cohort Managers, who are responsible for the day-to-day operations of the CCTs. The CCTs are specific subject matter experts that support the overall goals of the ACCESS Harris County Initiative. Each CCT is comprised of frontline staff from Participating Agencies who coordinate the care plans and service goals for Cohort participants. The members of the CCT and the Participating Agencies they represent are identified in Attachment A, which may be updated by the IMDT Manager with the approval of the Privacy Committee.

4.7 County Privacy Officer and Designee

The County Privacy Officer is the County employee appointed by the Harris County Commissioners Court to serve in that role. For the purposes of this Policy, the County Privacy Officer has delegated a number of information-gathering and reporting functions to his designee, the Harris County Public Health Compliance and Privacy Officer ("HCPH Privacy Officer"), pursuant to that Memorandum of Understanding dated January 25, 2023 ("MOU"), attached hereto as Attachment D and incorporated herein by reference. The HCPH Privacy Officer is responsible for complying with the terms of the MOU and coordinating with the County Privacy Officer to ensure compliance with federal and state law. In the event that the MOU is terminated, the County Privacy Officer will designate another person to assume the first-level privacy and compliance functions described in this Policy and will update the Policy with a new designation.

4.8 IMDT Authorization

IMDT Authorization, included as Attachment B, refers to a client's permission to release otherwise confidential health information to facilitate intensive case management and service delivery by Workforce Members of the ACCESS Harris County IMDT and CCTs.

4.9 Participating Agencies

Participating Agencies in the ACCESS Harris County IMDT include County Departments and agencies who are affiliated or have contracted with the County to support ACCESS Harris County. Participating Agencies may include governmental agencies and non-governmental agencies. All Participating Agencies have, as one of their purposes, the care, care management, or rehabilitation of high-need, vulnerable populations. All Participating Agencies must sign an agreement containing an obligation to abide by this Information Privacy and Security Policy and Procedure before receiving and being permitted to share information for the purposes of the ACCESS Harris County Initiative, and any sharing of information obtained pursuant to consents and authorizations given for the ACCESS Harris County Initiative may only be used for that purpose. New Participating Agencies may be designated by the IMDT Manager with the approval of the Privacy Committee. Participating Agencies are identified in Attachment A.

4.10 Privacy Committee

The Privacy Committee is a workgroup of the Safety Net Collaborative that meets as needed to consider privacy issues related to ACCESS Harris County. The Privacy Committee reports to the Safety Net Collaborative. The Privacy Committee shall consist of the HCPH Privacy Officer, County Privacy Officer or their designee, a liaison with the Universal Services Department, the ACCESS Harris County Director or their designee, one or more liaisons with the Coordinated Care Teams, a liaison with the Harris County Attorney's Office, and a liaison with each Safety Net Department. The Privacy Committee shall establish written guidelines, to be approved by the Safety Net Collaborative, under which the Safety Net Collaborative may delegate certain privacy responsibilities to the Privacy Committee.

4.11 Safety Net Collaborative

The Safety Net Collaborative is a group consisting of one designee from each of the following Participating Agencies and Harris County Safety Net Departments: the Harris County Public Health Department, Community Supervision & Corrections Department, Department of Economics, Equity, and Opportunity, Harris County Community Services Department, Harris County Department of Education,, Harris County Juvenile Probation Department, Harris County Resources for Children and Adults, Harris County Sheriff's Office, Harris Health System, The Harris Center for Mental Health & IDD, and Texas Department of Criminal Justice Parole Division Region III/Area Agency on Parole. The Safety Net Collaborative, with the approval of the ARPA Steering Committee, selects the Cohorts that will be eligible to receive case management and related services.

4.12 Virtual Client Record

The Virtual Client Record is a component of Watson Care Manager that offers a view of selected client information uploaded from Participating Agencies.

4.13 Connect360 Integrated Hub

The Connect360 Integrated Hub is the tool that the ACCESS Harris County IMDT uses to support case management and information sharing. Connect360 Integrated Hub allows the ACCESS Harris County IMDT to perform key functions such as look up and review of client demographic data and other shared data from source systems, streamlined intake, closed loop referral processing, alerts and notifications, analytics, and reporting.

4.14 Workforce Member

Workforce Members are those individuals fulfilling operational needs of ACCESS Harris County, including individuals on the ACCESS Harris County IMDT and CCTs. Workforce Members, for the purpose of these policies and procedures, includes individuals whose conduct, as part of the ACCESS Harris County IMDT and CCTs, is on behalf of, or under the direct control of, the County or a Participating Agency. Workforce Members may include, but are not limited to, County employees (full-time, part-time), contracted individuals, unpaid interns, temporary agency workers, and volunteers. All Workforce Members must sign a Confidentiality Statement.

5.0 Establishment of the IMDT and CCTs

5.1 ACCESS Harris County IMDT

5.1.1 The ACCESS Harris County IMDT has been established by and operates under the direction of the Safety Net Collaborative.

5.1.2 An IMDT Manager shall be appointed by the HCPH ACCESS Administration. The IMDT Manager oversees the Cohort Managers.

5.2 ACCESS Harris County CCTs

5.2.1 A Cohort Manager shall be selected for each CCT. The Cohort Manager oversees and supervises the activities of the CCT.

5.2.2 Additional individuals and Participating Agencies that are included in the CCT shall be determined by the IMDT Manager, subject to the approval of the Privacy Committee.

5.2.3 As necessary, the Cohort Manager shall solicit the advice and recommendation of Participating Agencies with expertise pertaining to the

Cohort. A CCT may include the case managers, support staff, service providers, and supervisors who provide or support services to Cohorts.

- 5.2.4 A new CCT shall be authorized to view categories of information in Watson Care Manager that are consistent with the purpose and needs of the CCT, as determined by the Cohort Manager and the Privacy Committee. CCTs may be authorized to view additional categories of information upon the recommendation of the Cohort Manager and the approval of the Privacy Committee.
- 5.2.5 Consistent with the Consent Form, IMDT Authorization, and law, all members of a CCT may verbally discuss client issues between each other as necessary to support the well-being of the client and the goals of the case management team.
- 5.2.6 Workforce Members shall access client records in Watson Care Manager only when there is a business need to do so. All activity in Watson Care Manager is logged, monitored, and subject to audit.

6.0 IMDT and Care Coordination Workforce Members

A range of Workforce Members who are trained in the case management of high-needs, vulnerable populations and/or the identification and treatment of homeless adults and families may participate in the ACCESS Harris County IMDT and CCTs. Teams may include, but are not limited to, the following:

- Housing or homeless services provider agencies and designated personnel.
- Mental health and substance abuse services personnel and practitioners or other trained counseling personnel.
- Peace officers, probation officers, or other law enforcement agents.
- Medical personnel, with sufficient training to provide health services and/or training in the treatment of individuals experiencing homelessness or other socio-economic problems.
- Social services workers with experience or training in the provision of social services to vulnerable populations or in the funding of and eligibility for public assistance programs.
- Child support services agencies and designated personnel.
- Veterans services providers and counselors.
- Domestic violence victim service organizations.

- Legal counsel for the adult or family representing them in a civil or criminal matter.
- Tribal or faith-based representatives.

7.0 IMDT Authorization

7.1 Description of the IMDT Authorization

The IMDT Authorization, included as Attachment B, authorizes the disclosure of information to ACCESS Harris County and the exchange of information between entities and individuals participating in ACCESS Harris County. The IMDT Authorization requires the client to agree that all Participating Agencies may share all information with each other, including substance-use-disorder (SUD) and mental health information. Clients who do not agree that their information may be disclosed to Participating Agencies will not be enrolled into the program because the fundamental nature of the services offered involves unrestricted information sharing.

7.2 Purpose of the IMDT Authorization

In some cases, health care providers or other entities may share information about a client without the client's authorization. For example, a physician can share information about a patient's diabetes with a hospital that has admitted that patient for the purpose of treating the patient. Similarly, a community clinic could share information about a patient's visit in order to obtain payment for the visit. For these reasons, many ACCESS Harris County information sharing activities would be permissible under the applicable laws whether or not the client has signed the IMDT Authorization.

However, because of the complexities of federal and state privacy laws applicable to services for vulnerable populations, Workforce Members may not be certain of their ability to share client information or may conclude that sharing is not permissible without the client's authorization. These concerns are particularly relevant with respect to SUD and mental health information, which is frequently at issue when providing services to the vulnerable populations served by the ACCESS Harris County Initiative. The IMDT Authorization ensures that Workforce Members may permissibly share all relevant information with each other as they work to get clients the services they need.

7.3 Requests to Limit IMDT Authorization

Clients may request limitations on the sharing of their data. Consistent with applicable laws, the County Privacy Officer or their designee will review those requests to determine if they are feasible. However, due to the nature of the ACCESS Harris County Initiative, and the need to accommodate the Watson Care Manager platform, many such requests may not be able to be accommodated.

The County Privacy Officer or their designee shall review requests for limitations on data sharing in accordance with the standards set forth by the Privacy Committee and shall comply with state and federal law and regulations and all contractual obligations. The County is not obligated to agree to patient requests for restrictions. All such requests for limitations on data sharing will be responded to in writing.

7.4 Documentation of IMDT Authorization

If the client consents to information sharing, he or she will need to sign and date the IMDT Authorization. The IMDT Authorization may be signed electronically. The IMDT Authorization may be signed by the client's personal representative (such as a parent or legal guardian), as long as the personal representative indicates his or her relationship to the client. The signed IMDT Authorization will be available electronically in Provider Portal. If a paper authorization is signed instead of an electronic one, a scanned copy will be available within Watson Care Manager.

8.0 ACCESS Harris County Consent Form

8.1 Purpose of the ACCESS Harris County Consent

Clients participating in ACCESS Harris County also sign the Consent Form before being accepted into the program. The primary purpose of the Consent Form is to explain the ACCESS Harris County program in plain terms and solicit the agreement of the client that they will cooperate with assigned members of their CCT.

8.2 Additional authority to share information pursuant to Client Consent

The Consent Form also requires the client to agree that entities participating in ACCESS Harris County may share and discuss the client's information with each other to help coordinate the client's services. This statement expressly refers to social services information, health information, demographic information, and other records that relate to services the client has received from the County or the community. Because this language is broader in some respects than the IMDT Authorization, which focuses on the use and disclosure of personal health information, it provides another legal authority to share information.

9.0 Information Uses

9.1 Information uses by the ACCESS Harris County IMDT and CCT

9.1.1 All members of the ACCESS Harris County IMDT and CCT shall be permitted to use or share client information under the following conditions:

9.1.1.1 Consistent with a valid Consent Form and IMDT Authorization.

9.1.1.2 In any other manner permitted by state and federal law.

9.1.2 Access to Watson Care Manager

9.1.2.1 Until a signed Consent Form and IMDT Authorization are obtained, Workforce Members shall be permitted to view only basic demographic information used to confirm an individual's identity (i.e., name, date of birth, and gender). This information is available from the provider portal before entering Watson Care Manager and is used during the intake or enrollment process to assess whether a new client account needs to be created. This information is not attributed to any source system and does not indicate whether the individual has or had a past or present physical or mental health condition, including a substance use disorder or diagnosis, either directly, by reference to publicly available information, or through verification of such identification by another person.

9.1.2.2 All information contained in Watson Care Manager, including the Virtual Client Record, may be made available to Workforce Members only after a signed Consent Form and IMDT Authorization are obtained from the client or the client's authorized representative.

9.1.3 Information Included and Viewable in Watson Care Manager

9.1.3.1 Virtual Client Record:

The Virtual Client Record within Watson Care Manager imports information held by a variety of Participating Agencies. Privacy Committee approval shall be required before new Participating Agencies are linked to the Virtual Client Record and contribute information to the Virtual Client Record. Privacy Committee approval shall also be required before new data fields are added or made viewable in the Virtual Client Record.

9.1.3.2 Care Manager Interface:

The Care Manager Interface offers Workforce Members a technology platform to organize and share information. Workforce Members may add and receive information to and from the Care Manager Interface because they have client consent or pursuant to exceptions to privacy laws. Access to the Care Manager Interface shall be limited to CCT members, and CCT members may only view the records of those clients assigned to their Cohort.

9.1.4 Information Uses by Harris County IMDT Workforce Members With Consent Form and IMDT Authorization

With a signed Consent Form and IMDT Authorization, client information may be used by IMDT Workforce Members for purposes consistent with the authorization, including the following:

- In coordinated care meetings to consult with other IMDT members regarding client care and case management.
- In the field or office with the client to provide care, case management, or other services.
- For referral/connection to other entities.
- To coordinate services with other entities.
- For other purposes allowed by state and federal law.

9.1.5 Information Uses by Harris County IMDT Workforce Members Without IMDT Authorization

Without a signed IMDT Authorization and Consent Form, client information may be used by IMDT Workforce Members only for the following purposes:

Limited demographic information may be used when consistent with privacy laws to help identify and locate referred clients prior to signing an authorization. The limited demographic information may not include information that would identify the client as having or having had a past or present physical or mental health condition, including a substance use disorder or diagnosis, either directly, by reference to publicly available information, or through verification of such identification by another person.

9.2 Restricted Information

- 9.2.1 HIV Test Results. No HIV test result information shall be used or disclosed by Workforce Members of the ACCESS Harris County IMDT. The Virtual Client Record shall not include any HIV test result information.
- 9.2.2 Records protected by 42 C.F.R. Part 2. Disclosures of substance-use disorder records protected by 42 C.F.R. Part 2 made with the individual's written consent will include the written statement required by 42 C.F.R. Part 2.

10.0 Confidentiality

- 10.1 No confidential information shall be disclosed to persons who are not members of the Access Harris County IMDT or a CCT except to the extent required or permitted under applicable law.
- 10.2 All Participating Agency Workforce Members must sign a Confidentiality Statement prior to participating in the ACCESS Harris County IMDT.
- 10.3 Participating Agencies must keep all Workforce Members' signed Confidentiality Statements on file for a minimum of seven years.

- 10.4 If a Workforce Member changes employers, and the new employer is also a Participating Agency, the Workforce Member must sign a new Confidentiality Statement.

11.0 Participating Agency Supplemental Policies and Procedures

In addition to these Information Privacy and Security Policies and Procedures, Participating Agencies may establish their own Supplemental Policies and Procedures for use and disclosure of information obtained through participation in ACCESS Harris County. The Participating Agency policies and procedures shall not conflict with these Information Privacy and Security Policies and Procedures. Participating Agencies electing to establish their own Supplemental Policies and Procedures must share them with the County Privacy Officer or their designee when established and when material changes are implemented to the Supplemental Policies and Procedures.

12.0 Breach of Protected Information

- 12.1 The follow definitions apply to this section:

12.1.1 Breach: A breach is defined in 45 C.F.R. § 164.402 as the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security, privacy or integrity of such information.

12.1.2 Personally Identifiable Information (PII): PII is any information that identifies or describes an individual, including, but not limited to, names, Social Security number, date of birth, physical description, home address, telephone number, education, financial matters, medical, or employment history.

12.1.3 Protected Health Information (PHI): PHI is defined in 45 C.F.R. § 160.103 as individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or transmitted in any other form or medium.

- 12.2 The following procedures apply in the event of a breach or potential breach.

12.2.1 Any member of ACCESS Harris County who knows or suspects that there has been a breach of PHI or PII shall immediately notify one of the following individuals of the breach or suspected breach: the ACCESS Director, IMDT Manager, Associate ACCESS Director, Cohort Managers, or County Privacy Officer and their designee. Regulations require the County to report breaches to some state agencies within 24 hours. As such, immediate reporting is essential to meet this statutory timeline. The breach must be reported whether committed by the person reporting the violation or another individual and it must be reported whether intentional or accidental. The person receiving the report of the breach shall contact the County Privacy Officer and their designee and follow these procedures for

investigating the breach and determining appropriate response and mitigation measures if necessary.

12.2.2 Retaliation against any person who in good faith reports a violation of these privacy and security policies and procedures or retaliation against any person who supports someone else who reports a violation of the policy is prohibited. In addition, retaliation against any person who cooperates in an investigation related to this policy is prohibited.

12.2.3 A report of a breach or suspected breach may be made via any of the following:

- **PHONE:** By contacting the HCPH Privacy Officer or their designee by leaving a message at 713-274-1999. The HCPH Privacy Officer will immediately contact the Privacy Committee to notify it that a message has been left. Persons leaving messages should leave their name, position, department, and contact information.
- **EMAIL:** By sending an email to PHS-Privacy@phs.hctx.net, copying jonathan.fombonne@harriscountytexas.gov. Persons reporting a breach or suspected breach should include their name, position, department, and contact information.
- **IN PERSON:** By reporting the breach or suspected breach in person to any ACCESS Director, IMDT Manager, Associate ACCESS Director, Cohort Managers, or HCPH Privacy Officer, or Care Coordinator Team Supervisor. All persons to whom a breach or suspected breach is reported in person must immediately send an email to the addresses in this subsection and transcribe the message delivered by the reporter.

12.2.4 Following the initial notice of the discovery of a potential Breach, the County Privacy Officer or their designee will coordinate efforts with the one or more Participating Agencies to investigate and mitigate the Breach.

12.2.5 The County Privacy Officer or their designee shall report all Breaches to the Privacy Committee immediately, and in no event later than one business day after the breach or suspected breach is reported.. The County Privacy Officer or their designee may also consult with the Privacy Committee when evaluating whether a potential Breach is a Breach.

13.0 Training

13.1 All Participating Agency Workforce Members must complete information privacy and security training prior to participating on the ACCESS Harris County CCT, and must renew training annually as long as remaining on the IMDT.

- 13.2 Participating Agencies must keep verification of all Workforce Members' successful completion of information privacy and security training on file for seven (7) years.
- 13.3 If a Workforce Member changes employers, and the new employer is also a Participating Agency, training does not need to be repeated if the Workforce Member completed information privacy and security training while in the position occupied immediately prior to taking a new position. However, the Workforce Member must obtain verification of successful training completion from the previous employer and the new employer must keep this verification on file.
- 13.4 Information privacy and security training will be presented by the Harris County Public Health Department. The training will be provided via a virtual platform and/or different modalities (i.e. surveys, web presentations, etc.).

14.0 Information Security

- 14.1 Information shared electronically under this policy is subject to the Harris County Information Security Policy.

15.0 Sanctions

Federal laws require that Participating Agencies sanction (discipline) individuals who violate privacy and security policies. As a condition of participation, all Participating Agencies agree to sanction any Workforce Member under their control who violates these policies.

16.0 Inquiries About and Changes to Policies and Procedures

- 16.1 Any inquiries about these Policies and Procedures should be directed to the Privacy Committee or their designee at 713-274-1999 or PHS-Privacy@phs.hctx.net.
- 16.2 With the exception of the revisions to Attachment A contemplated by Sections 4.6 and 4.8, all substantive changes to these Policies and Procedures shall be approved by the Harris County Safety Net Collaborative. Prior to approval, the Privacy Committee shall provide its recommendation regarding the proposed changes. All Participating Agencies will receive a copy of revised Policies and Procedures upon such approval.

Attachment A

1. ACCESS Harris County IMDT Core Group

The Core Group includes specific subject matter experts who support the overall goals of the ACCESS Harris County Initiative. Core Group Workforce Members are authorized to access all records in Watson Care Manager. All Core Group Workforce Members are designated by the Safety Net Collaborative.

Core Group Workforce Member	Department Represented

2. ACCESS Harris County IMDT Participating Agencies

Participating Agencies are entities involved in care, care management, or rehabilitation of high-needs, vulnerable populations that have agreed to participate in the ACCESS Harris County IMDT and be bound by the IMDT's policies and procedures. One or more employee of each Participating Agency may be added to specific Coordinated Care Teams.

Harris County Departments

County Public Health
Resources for Child and Adults
Community Services Department
Juvenile Probation Department
County Department of Education
Texas Department of Criminal Justice (TDCJ) Parole Division
Texas Department of Juvenile Justice (TJJD) Parole Division
County Sheriff's Office
Community Supervision and Corrections
Department of Economic Equity and Opportunity

Other Agencies (Community Partners)

BASIC NEEDS

Hope Center Houston
The Coalition for the Homeless
Waller Assistance and Restoration Ministries, Inc. (WARM)
Memorial Assistance Ministries (MAM)
Gateway Baptist Food Pantry
Buckner Family Hope Center
SEARCH Homeless Services
Star of Hope Mission
Braes Interfaith Ministries
Core Services by Parnell Intermediary Services

EDUCATIONAL

Momentum High School in Spring Independent District (Spring ISD)
Houston Advance
Lone Star College
Houston Community College

MENTAL HEALTH

LDS Family Services
Vibrant Comprehensive Services
Achor Counseling & Associates LLC
IntraCare North Behavioral Health
Moore Mental Health & Behavioral Services
Shield-Bearer Counseling Centers

SUBSTANCE ABUSE

Cypress Creek Chemical Dependency Intensive Outpatient Program
Hispanic Intergroup Office

HEALTH

Harris Health System
The Harris Center for Mental Health & IDD
Avenue 360 Health and Wellness
Suburban Women's Clinic/ Suburban Woman's Medical Center
Baylor Teen Health Clinic
CareNet Pregnancy Center
Legacy Community Health Clinics
St. Hope Foundation, Inc.
Baylor Teen Health Clinic
Houston City Health Services
Fifth Ward Pregnancy Help Center
University Eye Institute (through the University of Houston)

EMPLOYMENT ASSISTANCE

Workforce Solutions

SOCIAL SERVICES

Refuge Center Online
The Montrose Center
Brothers Get It, and Community Promise
The Salvation Army Greater Houston Area
Command Boys & Girls Clubs
Texas Department of Public Safety
Social Security Administration

ATTACHMENT B
ACCESS Authorization
(follows behind)

Patient Information

Patient First Name: _____ Address: _____
Patient Last Name: _____ City/State/Zip: _____
Social Security Number (Last 4 digits): _____
Date of Birth: _____ Phone Number: _____



I hereby authorize the individuals and entities participating in ACCESS Harris County to release and receive the information indicated below. Recipients of the information include my treating providers and people helping to operate the ACCESS Harris County program. The entities participating in ACCESS Harris County include:

Harris County Departments

County Public Health
Resources for Child and Adults
Community Services Department
Juvenile Probation Department
County Department of Education
Texas Department of Criminal Justice (TDCJ) Parole Division
Texas Department of Juvenile Justice (TJJD) Parole Division
County Sheriff's Office
Community Supervision and Corrections
Department of Economic Equity and Opportunity

Other Agencies (Community Partners)

BASIC NEEDS

Hope Center Houston
The Coalition for the Homeless
Waller Assistance and Restoration Ministries, Inc. (WARM)
Memorial Assistance Ministries (MAM)
Gateway Baptist Food Pantry
Buckner Family Hope Center
SEARCH Homeless Services
Star of Hope Mission
Braes Interfaith Ministries
Core Services by Parnell Intermediary Services

EDUCATIONAL

Momentum High School in Spring Independent District (Spring ISD)
Houston Advance
Lone Star College
Houston Community College

MENTAL HEALTH

LDS Family Services
Vibrant Comprehensive Services
Achor Counseling & Associates LLC
IntraCare North Behavioral Health
Moore Mental Health & Behavioral Services
Shield-Bearer Counseling Centers

SUBSTANCE ABUSE

Cypress Creek Chemical Dependency Intensive Outpatient Program
Hispanic Intergroup Office

HEALTH

Harris Health System
The Harris Center for Mental Health & IDD
Avenue 360 Health and Wellness
Suburban Women's Clinic/ Suburban Woman's Medical Center
Baylor Teen Health Clinic
CareNet Pregnancy Center
Legacy Community Health Clinics
St. Hope Foundation, Inc.
Baylor Teen Health Clinic
Houston City Health Services
Fifth Ward Pregnancy Help Center
University Eye Institute (through the University of Houston)

EMPLOYMENT ASSISTANCE

Workforce Solutions

SOCIAL SERVICES

Refuge Center Online
The Montrose Center
Brothers Get It, and Community Promise
The Salvation Army Greater Houston Area
Command Boys & Girls Clubs
Texas Department of Public Safety
Social Security Administration

I authorize the release of the records of any agency participating in ACCESS Harris County through electronic disclosure or otherwise. Records released may include all of the following information:

- Health information, including mental health information, and substance use-disorder records
- Social services information
- Justice records
- Education records
- Housing records

Health Information

I understand and agree that the health information released may include my medical record. Information that could be in my medical record includes: clinic visits, consultation reports, emergency room records, inpatient and outpatient records, lab records, pathology records, and radiology records.

Substance-Use Disorder Records

I understand and agree that the health information released may include records related to substance-use disorder, including evaluation for drug or alcohol abuse, program discharge summaries, and substance-use disorder treatment records.

Mental Health Records and Other Sensitive Information

I understand and agree that the health information released may include records related to psychiatric care (excluding psychotherapy notes), sexually transmitted disease (excluding HIV/AIDS), Hepatitis B or C testing, and/or other sensitive information.

Purpose of Request/Disclosure: This authorization will allow individuals and entities participating in ACCESS Harris County to coordinate my care and work together to improve my health, well-being, and self-sufficiency.

Expiration of Authorization

This authorization will automatically expire when my participation in ACCESS Harris County ends, unless an alternative expiration event or date is provided below.

This authorization expires on _____ (expiration date or event).

Withdrawal/Cancellation of Authorization: I understand that this authorization may be withdrawn or cancelled by me or my personal representative at any time by sending written notice to: Access@phs.hctx.net. The withdrawal or cancellation of this authorization will not change any of the releases of information made before your withdrawal or cancellation of your authorization.

Potential Re-Disclosure: I understand that once my information is disclosed, there may be circumstances when it is no longer protected by certain privacy laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy Rule), and may be re-disclosed by the recipient. I understand that my substance-use disorder records are protected by federal regulations at 42 C.F.R. Part 2 and may only be re-disclosed as provided for by those regulations.

Right to Receive a Copy: I have a right to receive a copy of this authorization and have been offered a copy.

I understand that I do not have to sign this authorization and that my treatment, enrollment, or eligibility for benefits will not be denied if I do not sign this authorization; however, ACCESS Harris County won't be able to coordinate support if I don't allow my information to be shared.

Signature of Patient (or Patient's Personal Representative)

Date

Name of Patient (or Personal Representative) (Print)

Witness Signature

Personal Representative's Relationship to Patient

TO BE COMPLETED BY ACCESS HARRIS COUNTY OR PARTICIPATING AGENCY:

Identity of Requestor Verified via: ☐ Photo ID ☐ Matching Signature ☐ Other, specify _____

ATTACHMENT C
ACCESS Consent Form
(follows behind)

Consent to Participate in ACCESS Harris County

You are eligible to participate in ACCESS Harris County. ACCESS stands for Accessing Coordinated Care and Empowering Self Sufficiency. ACCESS Harris County is a program that brings together Harris County departments, local government entities, and community organizations to team up to improve your health, well-being, and self-sufficiency. The program could help you get services and could help service providers coordinate with each other.

Residents are eligible to participate in ACCESS Harris County if they meet qualifying criteria. For example, ACCESS Harris County serves homeless individuals with physical and behavioral health conditions, minors in the juvenile justice system, adults in the Harris County Violence Prevention Program, individuals re-entering the community after release from jail, and minors who are aging out of the foster care system. ACCESS Harris County may also serve other populations that would benefit from its approach.

If you participate in ACCESS Harris County, you will be assigned a Care Coordination Team to help you access services that could improve your health, well-being, and self-sufficiency. Your team may include a primary case manager, a health eligibility navigator, or a behavioral health case manager. You can ask the person helping to enroll you in ACCESS Harris County for more information about who might be included in your Care Coordination Team.

Your Care Coordination Team will help you identify other Harris County departments, local government entities, and community organizations that offer services you may benefit from and will coordinate with these partners, as necessary, to provide you with care management. The agencies and services that may be available include the following:

Harris County Juvenile Probation Department (Probation Officer)	Services to minor participants designed to reduce the risk of the participant re-offending.
Community Supervision & Corrections Department (Probation Officer)	Services to adult participants designed to reduce the risk of the participant re-offending.
Resources for Children and Adults (Social Worker)	Assessments of the participant's situation, strengths, and needs, and development of a care and referral strategy.
Harris County Department of Education (School-Based Therapist)	Mental health treatment for minor participants in an educational setting, and services to help overcome obstacles.
The Harris Center (Mental Health Worker/Substance Abuse Counselor)	Mental health and substance-use disorder counseling services to participants and their families.
Community Services Department (Eligibility Navigator – Housing)	Help meeting housing needs, including identifying affordable housing options and assisting in obtaining financial assistance.
Department of Economic Equity & Opportunity (Eligibility Navigator Jobs/Economic Opportunity)	Help with job readiness, job training, or employment education.
Harris Health System (Trauma Response Coordinator)	Guidance to hospitalized participants in a trauma or acute care program to navigate the

	medical care/treatment process, and help with timely access to medical care after discharge.
--	--

By signing this form and agreeing to participate in the ACCESS Harris County program, you agree to the following:

- To cooperate and communicate with your Care Coordination Team and other professionals involved in the program.
- To allow someone from Harris County to visit and connect you with available County resources to improve your health, well-being, and self-sufficiency.
- To allow Harris County departments, other local government entities, and organizations that are participating in ACCESS Harris County to share and discuss information about you with each other to help coordinate your services. This may include social services information, health information, demographic information, and other records that relate to services you have received from the County or the community.

Signature of Participant (or Participant's Personal Representative)

Date

Name of Participant (or Personal Representative)
(Print)

Personal Representative's Relationship to Participant

ATTACHMENT D

Memorandum of Understanding

(follows behind)

Memorandum of Understanding Between Harris County Privacy Officer and Harris County Public Health

This Memorandum of Understanding (the "MOU") is being executed by the Harris County Privacy Officer ("County Privacy Officer") and Harris County Public Health ("Public Health"). These entities agree to abide by the terms and provisions of this Agreement throughout the duration of this Agreement. The County Privacy Officer and Public Health are referred to herein collectively as the "Parties" and individually as a "Party."

PURPOSE

The purpose of this MOU is for the County Privacy Officer to delegate certain functions to and outline the responsibilities of the Public Health Compliance and Privacy Officer ("HCPH Privacy Officer") with respect to the Health Insurance Portability and Accountability Act ("HIPAA") and related state law related to the ACCESS Harris County project ("ACCESS"). The responsibilities delegated herein will be detailed in the ACCESS Harris County Initiative Information Privacy and Security Policy and Procedure (the "Policy") which is incorporated herein by reference.

AGREEMENTS:

The County Privacy Officer agrees to delegate the responsibilities assigned to the County Privacy Officer or his designee in the Policy to the HCPH Privacy Officer. The HCPH Privacy Officer shall be deemed the County Privacy Officer's designee as described in the Policy. The HCPH Privacy Officer shall coordinate with the County Privacy Officer as described in the Policy and shall provide information to the County Privacy Officer as required by the Policy. The County Privacy Officer shall continue to serve on the Privacy Committee (as defined in the Policy). The County Privacy Officer shall be responsible for reporting any violations of HIPAA to the appropriate federal agencies, and may request the HCPH Privacy Officer's assistance reporting obligations related to ACCESS.

The HCPH Privacy Officer agrees to keep up to date with all relevant state and federal laws as they relate to ACCESS Harris, including, but not limited to: HIPAA and its implementing regulations (45 C.F.R. Parts 160 and 164); federal Substance Abuse Confidentiality Regulations (42 C.F.R. Part 2); Texas law on electronic disclosure of protected health information (Tex. Health & Safety Code § 181.154); Texas law on mental health records (Tex. Health & Safety Code § 611.002); Texas law on information in the juvenile justice information system (Tex. Family Code § 58.106); and Texas law making law enforcement records concerning a child confidential (Tex. Family Code § 58.008).

TERM

The term of the MOU shall be one (1) year from the date executed by all Parties. The MOU shall be reviewed after the one (1) year period by the County Privacy Officer to ascertain whether it should continue and if any modifications should be made. Notwithstanding the foregoing, the County Privacy Officer, under their sole discretion, may terminate this MOU at any time with written notice to the HCPH Privacy Officer.

ENTIRE AGREEMENT

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

MULTIPLE COUNTERPART/EXECUTION

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

[EXECUTION PAGE TO FOLLOW]

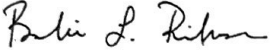
HARRIS COUNTY PRIVACY OFFICER


Jonathan G.C. Fombonne
Harris County Privacy Officer

1/25/2023

Date

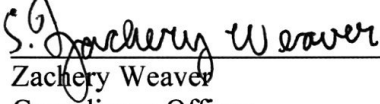
HARRIS COUNTY PUBLIC HEALTH


Barbie L. Robinson, MPP, JD, CHC
Executive Director
Harris County Public Health

1/25/2023

Date

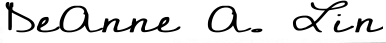
HARRIS COUNTY PUBLIC HEALTH


Zachery Weaver
Compliance Officer
Harris County Public Health

1/25/2023

Date

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: 
DeAnne A. Lin
Assistant County Attorney
CAO File No.: 23GEN0170