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Memorandum of Understanding
ACCESS TO MEDICAL RECORDS
TJJD Contract No.: CON0001679

This Memorandum of Understanding Agreement (MOU) is made by and between Texas Juvenile Justice Department ("TJJD") and University of Texas Medical Branch at Galveston ("UTMB"), a component institution of University of Texas System, which is an agency of the State of Texas.

WHEREAS, UTMB provides care for youth in TJJD's care and custody;

WHEREAS, TJJD owns, and UTMB manages the medical records, including paper records and electronic records, of youth in TJJD care and custody;

WHEREAS, UTMB and TJJD desire to protect the confidential nature and privacy of medical records;

WHEREAS, state and federal law require the protection and confidentiality of TJJD youth medical records; and

WHEREAS, TJJD desires UTMB to grant designated TJJD staff unlimited, view only, electronic access to UTMB electronic database containing all medical records of youth in the TJJD's care and custody.

NOW, THEREFORE, for other good and valuable consideration herein expressed, UTMB and TJJD hereby agree as follows:

I. RESPONSIBILITIES OF TJJD

1.1 Representation. TJJD represents that it owns the medical records contained in UTMB's electronic database. TJJD understands and agrees that TJJD is required by federal and state law to protect the medical records of TJJD Youth. TJJD understands and agrees it will be solely responsible for determining which TJJD staff shall have access to the medical records of TJJD Youth.

1.2 Medical Records Access. TJJD will provide UTMB with written identification of TJJD staff who will be provided with electronic access to TJJD Youth medical records under this MOU through completion of non-disclosure agreement form and training. Access to persons designated by TJJD will be limited to one year from the date the non-disclosure agreement form has been completed.

1.3 Non-Disclosure Agreement. TJJD will require and provide UTMB copies of a completed Non-Disclosure Agreement form, as required by the Texas Department of Information Resources through Texas Administrative Code 202.77, for any person designated by it to have access TJJD Youth medical records.

1.4 Training. TJJD agrees to require training of and to train any persons designated by TJJD under this MOU to have access to TJJD Youth medical records in the requirements of

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HIPAA Privacy and Security Regulations [45 CFR 164]. TJJD agrees to require these persons to take HIPAA training annually and to maintain records of that training.

1.5 Removal of Access. TJJD will make reasonable efforts to notify UTMB within 24 hours of any person(s) previously designated by TJJD for access to TJJD Youth medical records when that person(s) no longer requires access to TJJD Youth medical records.

II. RESPONSIBILITIES OF UTMB

2.1 Duties. UTMB will provide access to TJJD Youth electronic medical records to TJJD designated staff within five (5) business days of its receipt of the UTMB-TJJD Medical Record Access Form and Signed Non-Disclosure form. Upon notice by TJJD, UTMB will remove any TJJD identified person's access immediately.

III. MUTUAL AGREEMENTS

3.1 Nondiscrimination. UTMB and TJJD agree that in the performance of this MOU there will be no discrimination against any person or persons on account of race, color, sex, sexual orientation, religion, age, disability, national origin, or veteran status, and that both parties agree to comply with all applicable requirements of the Civil Rights Act of 1964, as amended, 1991 Civil Rights Act, Executive Order 11246, the Vietnam Era Veterans Readjustment Act of 1974, the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and all federal rules and regulations, state laws and executive orders as applicable.

3.2 Entire MOU. This MOU constitutes the entire MOU between UTMB and TJJD regarding the sharing of TJJD Youth medical records. No agreements, amendments, modifications, implied or otherwise, will be binding on any of the parties unless set forth in writing and signed by both parties.

3.3 Notice. Any notice required to be given pursuant to the terms and provisions of this MOU will be in writing and be mailed by certified or registered mail, return receipt requested, addressed as set forth below or at such other address as may be specified by written notice:

UTMB: Richard Doan
University Medical Branch
301 University Medical
Branch Galveston, Texas
77555-0434
Phone: 409-747-2687

TJJD: Dr. Scott LePor, D.O.
Medical Director
1801 N Congress Ave., Ste. 13.1400
Austin, Texas 78701
Phone: 512-490-7610

3.4 Governing Law. TJJD and UTMB agree that this MOU will be construed in accordance with the laws of the State of Texas. TJJD and UTMB further agree that any action brought

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to enforce any provision of this MOU will be brought in a court of competent jurisdiction of the State of Texas, in Travis County, Texas.

3.5 Severability. If one or more of the provisions of this MOU, or the application of any provision to any party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of this MOU and the application of the provision to other parties or circumstances will remain valid and in full force and effect.

3.6 Assignment. Neither party may assign this MOU without the prior written consent of the other party.

3.7 Compliance. UTMB and TJJD will at all times comply with all applicable ordinances, laws, rules and regulations of local, state, and federal governments, or any political subdivision or agency, authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to UTMB or TJJD.

3.8 Dispute Resolution. To the extent required by law, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by UTMB and TJJD to attempt to resolve all disputes arising under this MOU. Each party must give written notice to the other party of a claim for beach of this MOU not later than the 180th day after the date of the event giving rise to the claim. By its execution of this MOU, the parties acknowledge, and knowingly and voluntarily agrees that neither their execution of this MOU, nor the conduct, action, or inaction by any person in the execution, administration, or performance of this MOU constitutes or is intended to constitute a waiver of either party or the state's immunity from suit.

IV. MOU Term

The entire term of this MOU shall be for a period of two (2) years, beginning on **September 1, 2025**, **through August 31, 2027**. This MOU may be renewed for two (2) additional terms of two (2) years each, provided that both parties agree in writing to each renewal. Any renewals shall be at the same terms and conditions, including any approved changes.

IN WITNESS WHEREOF, the parties hereto have made and executed this MOU as of the day and year last below written.

For the Texas Juvenile Justice Department:

[redacted]

Shandra Carter, Executive Director Date

For University of Texas Medical Branch at Galveston:

[redacted] 4/4/2025

Jamie D. Bailey, MBA, CPA, CFE Executive Vice President and CFO Date