

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

CONTRACT FOR SERVICES

BACKGROUND

This contract for services is between Tarrant County, Texas ("COUNTY") Advanced Dallas Hospital & Clinics ("PROVIDER") for the provision of electronic health data to support public health syndromic surveillance. The Commissioners Court finds that this contract serves a public purpose in protecting the public health of the citizens of Tarrant County, Texas.

CONTRACT FOR SERVICES

1. SCOPE OF SERVICES

PROVIDER shall transmit to Tarrant County Public Health (TCPH) electronic health data to support syndromic surveillance activities (the ongoing analysis of data to search for certain combinations of signs and symptoms in a population) which can be useful in detecting and mitigating the effects of terrorist incidents and in identifying and responding to naturally occurring disease outbreaks such as influenza and SARS. Specifically, PROVIDER and TCPH will follow the project guidelines and timetable detailed in Exhibit A, attached to and herein made a part of this agreement.

2. CONFIDENTIALITY

PROVIDER and TCPH shall send and receive health data in a secure, confidential manner in compliance with all applicable laws governing the protection of private patient information. Nothing in this agreement shall be construed to limit the authority of TCPH to conduct disease surveillance, investigation, control and reporting functions provided by Texas law. The data TCPH receives from PROVIDER will be in a limited data set as that term is defined in the HIPAA privacy regulations at 45 C.F.R. 164.514(e) and will be used, disclosed and safeguarded as detailed within the limited data set use specifications in Exhibit B, attached to and herein made a part of this agreement. PROVIDER data will be received and stored in one or more computers located in a secure data server room maintained by TCPH. TCPH shall use reasonable efforts (based on industry best practices) to secure, protect and manage all data received from PROVIDER.

TCPH agrees not to share any data received from PROVIDER with any other parties except as otherwise required by law and to the following authorized users:

- Other public health agencies in any of the counties that PROVIDER serves.
- Other hospitals that participate in the Dallas-Fort Worth regional syndromic surveillance network established and maintained by TCPH, provided that such data sharing is limited to read-only access of aggregate, de-identified health data received through the network.
- The University of Pittsburgh, as well as The Applied Physics Lab at Johns Hopkins University, and, upon prior agreement of both parties, additional research organizations, provided that the purpose of such data access is strictly limited to research or providing training and technical support (not data hosting and not disease investigations).
- The Centers for Disease Control and Prevention (CDC), to whom TCPH sends certain syndromic surveillance data in support of the BioSense 2.0 and Distribute programs, and all other government agencies with whom TCPH, by law, must share data.

TCPH further agrees to maintain a list of all current authorized users of its syndromic surveillance data and to make such list available to PROVIDER within three (3) business days upon receipt of a written request from PROVIDER.

3. TERM

This contract begins on September 26, 2022 and shall remain in effect until terminated by either party upon 30 days written notice.

4. FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this contract unless otherwise noted. To the extent permitted by the Constitution and the laws of the State of Texas, PROVIDER indemnifies and holds harmless the COUNTY against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, with respect to PROVIDER's performance of this contract.

5. AGENCY-INDEPENDENT CONTRACT

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

6. ASSIGNMENT

Neither party may assign this contract without the prior written consent of the other party.

7. THIRD PARTY BENEFICIARY EXCLUDED

This contract does not protect any specific third party. The intent of this contract excludes the idea of a suit by a third party beneficiary. The parties to this contract do not consent to the waiver of sovereign immunity under Texas law to the extent either party may have that immunity under Texas law.

8. MISCELLANEOUS

This contract supersedes all prior representations. The parties may amend this contract by subsequent written amendments. The parties will not amend this contract orally. The laws of the State of Texas govern this contract. Venue for any action regarding this contract must be in the district courts of Tarrant County, Texas.

9. TERMINATION

Either party may terminate this contract by:

- 9.1 Providing written notice to the other party at least 30 days prior to the date of termination;
- 9.2. Providing, in the written notice, the date of termination;
- 9.3. Sending the written notice by certified mail, return receipt requested to the party at its address.

10. GOVERNING LAW AND VENUE

This Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in State Court.

11. FORM 1295 DISCLOSURE

Advanced Dallas Hospital & Clinics acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit C, with the Texas Ethics Commission as required by law.

12. PARTIES ADDRESSED

COUNTY:

Tarrant County Public Health
1101 S. Main St
Fort Worth, TX 76104

PROVIDER:

Thomas Alexander, CEO
Advanced Dallas Hospital & Clinics
7502 Greenville Ave
Dallas, TX 75231

SIGNED AND EXECUTED this 26 day of September, 2022.


**COUNTY OF TARRANT
STATE OF TEXAS**

PROVIDER

B. Glen Whitley
County Judge

Thomas Alexander

APPROVED AS TO FORM:



Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

APPROVED AS TO FORM:

Kimberly Colliet Wesley
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Exhibit A: Syndromic Surveillance Project Guidelines and Timetable

Objectives and participant benefits:

Tarrant County Public Health through its office of informatics (OOI), provides disease surveillance, detection and investigation in support of public health meaningful use initiatives. Working with health care providers and other county health departments across North Texas, the OOI maintains a regional syndromic surveillance network that is one of the largest such networks in the nation.

Several benefits may accrue for participating health care providers, including but not necessarily limited to:

- The ability to view and analyze their own data using one of the surveillance software systems available from the OOI
- Access to surveillance system-generated information from the OOI or local county health departments concerning disease outbreaks and patterns
- The ability to achieve certain of the meaningful use of electronic health records provisions outlined in the HITECH Act and related legislation
- Certain intangibles associated with providing support for regional efforts to help protect the public health and support meaningful use of electronic health information.

Deliverables and timeline:

- PROVIDER will, on or before September 26, 2022, select a method approved by TCPH for sharing the limited data set (see Exhibit B), then test and implement the approved method as well as complete any other work necessary to support timely data transfers to TCPH.
- PROVIDER will provide a sufficient quantity of historical data (one year's worth ideally), subject to TCPH approval, for purposes of establishing an accurate baseline of hospital activity
- TCPH will coordinate any assistance available from its technical partners to help establish, test and ultimately maintain the approved method of data sharing.
- TCPH will provide one or more authorized users at PROVIDER with access rights to view PROVIDER data and aggregate, de-identified health data received through the regional syndromic surveillance network.

Exhibit B: Limited Data Set Use Specifications:

The covered entity, Advanced Dallas Hospital & Clinics (PROVIDER), will disclose a limited data set as defined herein, to Tarrant County Public Health (TCPH), for use in its various public health activities. TCPH will limit its use of the limited data set and protect the limited data set according to the following specifications and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the federal Standard for Privacy of Individually Identifiable Health Information (the privacy rule) and corresponding privacy standards and state law, as may be amended from time to time:

Specifications for PROVIDER's disclosure of limited data set to TCPH:

Terms used: Terms used, but not otherwise defined, in these specifications shall have the same meaning as those terms in 45 C.F.R. 160.130 and 164.514.

Limited data set defined: TCPH will use and PROVIDER agrees to disclose a limited data set that:

- Includes date of birth, arrival time, arrival date, gender, home zip code, work zip code, chief complaint or symptoms, a field that identifies the hospital as a location, and PROVIDER's choice of either a patient visit number or a sequential transmission number.
- Can include all data elements specified for compliance with the Centers for Medicare & Medicaid Services (CMS) meaningful use criteria (including stages 1, 2 and 3) describing a provider's use of certified Electronic Health Records (EHRs) to share health data with public health agencies for syndromic surveillance. Details appear on the CDC's Website at:
<http://www.cdc.gov/ehrmmeaningfuluse/introduction.html>

Permitted uses and disclosures: TCPH may only use or disclose the limited data set for the purposes of research, public health, or health care operations provided that such use or disclosure would not violate the privacy rule if done by PROVIDER. All other uses not authorized by this agreement and these specifications are prohibited. TCPH represents and warrants to PROVIDER that its intended uses or disclosures of the limited data set are for these purposes.

TCPH responsibilities: In its use or disclosure of the limited data set, TCPH will:

- a. assure that only individuals or organizations participating in the syndromic surveillance project receive or use the limited data set
- b. not use or disclose the limited data set other than as permitted by these specifications or as otherwise required by law

- c. use appropriate safeguards to prevent use or disclosure of the limited data set other than as provided by these specifications
- d. promptly report to PROVIDER in writing any use or disclosure of the limited data set not provided for by these specifications of which TCPH becomes aware
- e. to ensure that any agents, including a subcontractor, to whom it provides the limited data set agrees to the same restrictions and conditions that apply to TCPH with respect to such information
- f. not attempt to determine the identity of, nor contact, any person whose information is contained in the limited data set unless such actions are necessary as part of a public health disease investigation or otherwise fall within TCPH's authority as provided by Texas law.

PROVIDER responsibilities: PROVIDER will:

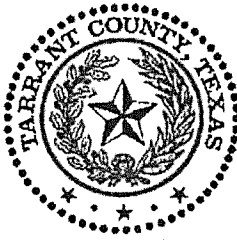
- a. provide protected health information in a limited data set to TCPH in the format and medium reasonably requested by TCPH (see deliverables, Exhibit A).
- b. disclose in its notice of privacy practices that it may disclose protected health information for purposes of research.

Amendment: TCPH and PROVIDER agree to amend these specifications as necessary from time to time to allow either party to comply with the requirements of the privacy rule and HIPAA.

Interpretation: Any ambiguity in these specifications shall be resolved in favor of a meaning that permits PROVIDER to comply with the privacy rule.

EXHIBIT C – FORM 1295

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Debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you or your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Thomas Alexander (Name)

Advanced Dallas Hospital & Clinics (Company)

7502 Greenville Ave (Address)

Dallas, TX 75231 (Address)

088054207 (DUNS Number)

PHONE 469-839-6000 -- FAX 469-405-5707
EMAIL thalexander@adhc.care

Signature Thomas Alexander Date 9/26/2022

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Advanced Dallas Hospital & Clinics
Dallas, TX United States

Certificate Number:
2022-938683

Date Filed:
09/27/2022

Date Acknowledged:

MJR 10/13/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

088054207
EMR, patient capture data for NTX Syndromic Surveillance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Advanced Dallas Hospital & Clinics	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Thomas Alexander, and my date of birth is _____.

My address is 7502 Greenville Ave, Dallas, TX, 75231, Dallas
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 28 day of September, 20 22
(month) (year)

Thomas Alexander

Signature of authorized agent of contracting business entity
(Declarant)