

THE STATE OF TEXAS                   §  
   §       CONTRACT FOR LEGAL SERVICES  
COUNTY OF TARRANT               §

The Criminal District Attorney of Tarrant County, Texas, in his official capacity (the Criminal District Attorney), and the Tarrant County Hospital District, Tarrant County, Texas, by and through its Board of Managers in its official capacity (the Hospital District) make the following contract:

1. The Criminal District Attorney agrees to furnish the equivalent of three full-time Assistant Criminal District Attorneys to advise and represent the Hospital District with regard to legal matters limited to the following ("Legal Services") from October 1, 2023 through September 30, 2025:

- a. Tarrant County jail related medical claims and Tarrant County jail related medical suits in federal and state court;
- b. Collection services and lien enforcement;
- c. Medical malpractice claims and suits;
- d. General liability suits, including premises liability;
- e. Drafting/review of contracts for the Hospital District with a face value of up to and including \$500,000 (which review shall not include any contract for physicians' groups, real estate, construction, graduate medical education, undergraduate medical education or, medical research, regardless of the face value of such contract), and any contract with a face value of over \$500,000 as requested from the Hospital District's Chief Legal Officer from time-to-time and approved by the Assistant Criminal District Attorney – Chief of the Civil Division (Chief of Civil) as being within the appropriate expertise of the Criminal District Attorney staff providing the Legal Services; and
- f. Drafting research memoranda as requested from the Hospital District's Chief Legal Officer from time-to-time and approved by the Chief of Civil as matters being within the appropriate expertise of the Criminal District Attorney staff providing the Legal Services.

All Legal Services provided to the Hospital District by the Criminal District Attorney under this Contract shall be coordinated through the Hospital District's Chief Legal Counsel.

2. In support of the aforementioned Assistant Criminal District Attorneys, other attorneys of Criminal District Attorney's Office will be accessible as a legal resource for consultation and supplementation of the Legal Services provided by the assigned attorneys.

3. Criminal District Attorney agrees to furnish one full-time Legal Specialist to assist the Assistant Criminal District Attorneys in the support of the delivery of the Legal Services.

4. Hospital District hereby engages Criminal District Attorney to provide the above-referenced Legal Services and, in consideration of the Legal Services, the Hospital District agrees to pay each calendar month in advance to a specific fund established by the Tarrant County Auditor, a sum equal to one-twelfth (1/12) of the annual amount necessary to fund the positions described in paragraphs 1 and 3 above, with any excess payments being refunded annually by Tarrant County to the Hospital District. The parties hereto agree that the total amount necessary to fund such positions shall not exceed one million, four hundred sixty-three thousand, six hundred eight dollars and 78/100 cents (\$1,463,608.78) for the contract term beginning on October 1, 2023 and ending on September 30, 2025, which sum includes the salary and benefits necessary to fund such positions for the entire term and includes, without limitation, all of the following costs and expenses: retirement contributions, employee group health insurance, data transmission, mileage allocation, parking, computers, routine office equipment and supplies, telephones, internet services, access to the Criminal District Attorney's law library, Westlaw (and/or Lexis-Nexis) access fees, and travel expenses. Upon extension or renewal of the term of this Contract, if any, pursuant to the provisions below, the maximum budgeted amount per year shall be that amount set annually by the Board of Managers of the Hospital District. Upon executing this agreement, Hospital District agrees to promptly pay Tarrant County any amounts previously billed under the previous agreement between the Hospital District and the Criminal District Attorney that were not paid, and which are now due. It is understood and agreed by Criminal District Attorney and Hospital District that, in addition to the compensation contemplated pursuant to this paragraph 4 for Legal Services, the Criminal District Attorney shall be entitled to payment and/or reimbursement from the Hospital District for the Criminal District Attorney's out-of-pocket costs and expenses reasonably required to deliver the Legal Services, excluding those costs and expenses that are listed herein.

5. In compliance with the terms and provisions of this Contract, the personnel employed by the Criminal District Attorney to provide the Legal Services shall be and remain under the sole supervision of the Criminal District Attorney. The Criminal District Attorney shall provide access to all files available as required by Texas Disciplinary Rules of Professional Conduct.

6. The personnel employed by the Criminal District Attorney to provide the Legal Services shall office at the Criminal District Attorney's Office, the Hospital District or at a mutually agreeable location.

7. The Hospital District will provide reasonable access and make available to the Criminal District Attorney such files and personnel as may be necessary for the provision of the Legal Services.

8. The terms, conditions and payments provided in this Contract will be terminated upon the occurrence of either of the following events:

- a. Upon failure of the Board of Managers of the Hospital District to provide funding necessary for such personnel; or
- b. As otherwise terminated pursuant to Paragraph 11, upon ninety (90) days written notice by either party hereto, said notice being sufficient if delivered by First Class Mail or in hand, to the Chief Legal Officer of the Hospital District or to the Criminal District Attorney, subject to and in compliance with the Texas Disciplinary Rules of Professional Conduct.

9. The term of this Contract shall be as set forth above, subject to appropriation by the Tarrant County Commissioners Court of the budgetary funds (taking into account the \$1,463,608.78 provided in paragraph 4 above) necessary to sustain this Agreement during the term of this Contract. This Contract may be extended on such terms and conditions as shall be agreed upon in a writing signed by and between the Hospital District and the Criminal District Attorney.

10. The Criminal District Attorney reserves the right to decline to represent the Hospital District on specific matters, including, but not limited to, certain claims and lawsuits.

11. In providing the services required by this Agreement, the Criminal District Attorney must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. The Criminal District Attorney shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

12. In recognition that the individuals providing the Legal Services on behalf of the Criminal District Attorney may, from time-to-time, have access to protected health information ("PHI"), and to ensure compliance with federal regulations set forth in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH") relating to the confidentiality, integrity, and accessibility of PHI, the parties will enter into the form of Business Associate Agreement attached at Exhibit A.

13. This Contract may be amended or revised, as agreed to by the parties. Any amendments or revisions must be in writing and executed by all parties to this Contract. Notwithstanding the foregoing, upon one hundred and eighty (180) days prior written notice to the Criminal District Attorney, the Hospital District Chief Legal Officer may terminate any portion of the Legal Services as such are outlined in Paragraph 1. To the extent the Criminal District Attorney is unwilling or unable to accommodate such change to the scope of Legal Services, or to continue providing the remaining portion of the Legal Services, the Criminal District Attorney shall respond within ten (10) business days of receipt of the notice by providing one hundred and eighty (180) days prior written notice of termination of the Contract.

14. This Contract supersedes and replaces all previous Contracts between the parties hereto which relate to the subject matter contained herein.

**15. NOTICE To CLIENTS: The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas Attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct. the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 toll-free for more information.**

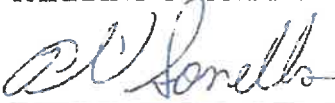
Dated this \_\_\_\_ day of \_\_\_\_\_ 2023.

TARRANT COUNTY HOSPITAL DISTRICT

  
\_\_\_\_\_  
DAPHNE WALKER  
EVP, Chief Legal Officer

\_\_\_\_\_  
DOROTHY DEBOSE  
Chair, Board of Managers

TARRANT COUNTY CRIMINAL DISTRICT ATTORNEY

  
\_\_\_\_\_  
PHIL SORRELLS  
Criminal District Attorney

TARRANT COUNTY, TEXAS

\_\_\_\_\_  
TIM O'HARE  
County Judge

## BUSINESS ASSOCIATE AGREEMENT

### Use and Disclosure of PHI

This Business Associate Agreement ("Agreement") is entered into between Tarrant County Hospital District d/b/a JPS Health Network ("Covered Entity") and The Criminal District Attorney of Tarrant County, Texas, in his official capacity ("Business Associate") with an effective date of \_\_\_\_\_, 2023 ("Effective Date"). Covered Entity and Business Associate shall each be referred to herein individually as a "Party" and collectively, as the "Parties."

- A. Acknowledgment of HIPAA Obligations and Other Regulations Implementing HIPAA. The parties acknowledge that federal regulations set forth in the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("**HITECH**") relating to the confidentiality, integrity, and accessibility of protected health information (whether created, maintained, accessed, stored or transmitted electronically or otherwise) require covered entities to comply with the privacy and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time-to-time, 45 C.F.R. part 160 and part 164, subparts A and E ("**Privacy Rule**") and 45 C.F.R. part 160, part 162, and part 164, subparts A and C ("**Security Rule**"). The Privacy Rule and Security Rule are sometimes collectively referred to herein as the "**Privacy and Security Standards**". The Privacy and Security Standards require Covered Entity to ensure that Business Associates who create, receive, maintain, access, store, or transmit Protected Health Information in the course of providing services on behalf of Covered Entity comply with certain obligations regarding the confidentiality, integrity, and availability of Protected Health Information.
- B. Definitions.
1. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean The Criminal District Attorney.
  2. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean Tarrant County Hospital District d/b/a JPS Health Network.
  3. "HIPAA Rules" shall mean the rules at 45 C.F.R. Part 160, Part 162, and Part 164.
  4. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
  5. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information, Individual, Health Care Operations, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- C. Purposes for which Protected Health Information, including Electronic Protected Health Information, May be Used or Disclosed. Business Associate may use, access, and disclose Protected Health Information ("PHI") for the purposes of providing services to Covered Entity ("Services") as set forth in an underlying agreement pursuant to which Business Associate provides services to Covered Entity that involve the creation, receipt, maintenance, and transmission of Protected Health Information ("Underlying Agreement") or as otherwise expressly permitted in this Agreement or Required by Law.
1. Business Associate Obligations. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, including, but not limited to the Privacy and Security Standards, and including without limitation:
  2. Compliance with Applicable Requirements of HIPAA and Texas Patient Privacy Laws. Business Associate agrees to comply with the applicable requirements of Texas Health and Safety Code Ch. 181, HIPAA, and HITECH (including without limitation 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316), as well as any applicable amendments. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

3. *Training.* Business Associate agrees to provide training to its employees regarding the state and federal law concerning protected health information as necessary and appropriate for the employees to carry out the employees' duties for Business Associate.
4. *Use and Disclosure of PHI.*
  - (a) Business Associate may only use or disclose PHI as necessary to perform the Services on behalf of Covered Entity, and shall not use or disclose PHI in a manner that would violate Texas Health and Safety Code Ch. 181 or HIPAA if so used or disclosed by Covered Entity.
  - (b) Business Associate may use and disclose PHI as Required by Law or expressly permitted in this Agreement.
  - (c) Business Associate agrees to make uses and disclosure and requests for PHI in accordance with the HIPAA Rules, i.e., only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.
  - (d) Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except that Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out its legal responsibilities and its responsibilities under this BAA. However, the Business Associate shall in such case:
    - (i) provide training to members of its workforce regarding the confidentiality requirements in the Privacy and Security Standards and this BAA;
    - (ii) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI 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 or entity and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
    - (iii) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this BAA or for a purpose not expressly permitted by the Privacy and Security Standards.
5. *Disclosure to Third Parties.* If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions that apply to the Business Associate under this BAA. Business Associate shall ensure that any agent, including a subcontractor, to which the Business Associate provides PHI, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. The Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were the Business Associate's own acts, failures or omissions, to the extent permitted by law. The Business Associate further expressly warrants that its agents will be specifically advised of, and will comply in all respects with, the terms of this BAA. Furthermore, in accordance with Section 13404 of HITECH, Business Associate shall comply with 45 C.F.R. § 164.504(e)(1)(ii).
6. *No Offshore PHI.* As of the Effective Date, Business Associate does not (i) create, receive, maintain, or transmit Covered Entity's PHI outside the geographic boundaries of the United States, or (ii) provide, transmit, or allow access to Covered Entity's PHI to any person or entity located outside the geographic boundaries of the United States, including employees, agents or other representatives of that person or entity. In the event any of the foregoing changes in a material way, Business Associate will provide written notice thereof to Covered Entity.
7. *Data Aggregation.* In the event that the Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI, but only in order



to analyze data for permitted health care operations, and only to the extent that such use is permitted under the Privacy and Security Standards.

8. *De-Identified Information.* De-identify, use and disclosure of de-identified health information is permitted, but only if the de-identification is in compliance with 45 C.F.R. § 164.502(d), and any such de-identified health information meets the standard and implementation specifications for de-identification under 45 C.F.R. § 164.514(a) and (b), or such regulations as they may be amended from time to time.
9. *[Intentionally removed].*
10. *Withdrawal of Consent or Authorization.* If the use or disclosure of PHI in this BAA is based upon an Individual's specific consent or authorization for the use of his or her PHI, and the Individual revokes such consent or authorization in writing, or the effective date of such authorization has expired, or the consent or authorization is found to be defective in any manner that renders it invalid, the Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such Individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Privacy and Security Standards expressly applies.
11. *Use or Disclosure that Would Violate HIPAA.* Business Associate is prohibited from further use or disclosure of PHI in a manner that would violate the requirements of the Privacy and Security Standards if the PHI were used or disclosed by Covered Entity, except to the extent permitted in Section C.4(d) above.
12. *Safeguards.* Business Associate is required to implement and maintain administrative, physical, and technical safeguards with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this BAA, in accordance with Subpart C of 45 C.F.R. Part 164, that reasonably and appropriately protects the confidentiality, integrity, and availability of PHI and ensure that such PHI is not used, accessed, stored, transmitted, or disclosed other than as provided by this BAA or as Required by Law.
13. *Securing PHI.* Business Associate shall secure any and all Electronic Protected Health Information ("E PHI") covered by this BAA in accordance with the guidance issued by the Secretary entitled "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals," as amended and updated from time to time. In addition, with respect to PHI covered by this BAA, Business Associate shall comply with any guidance issued by the Secretary under the authority of HITECH Section 13401(c). Business Associate shall use best efforts to avoid the creation or storage of paper PHI.
14. *Records Management.* Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate maintains in any form and shall comply with federal and state laws as they may be amended from time-to-time governing the maintenance or retention of PHI. If the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity of the reason thereof, and Business Associate agrees to extend the protections of this BAA to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the information infeasible for so long as Business Associate retains the PHI.
15. *Individual Rights Regarding Designated Record Sets.* If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees as follows:
  - (a) Correction of PHI. Business Associate agrees that it will amend PHI maintained by Business Associate as requested by Covered Entity pursuant to 45 C.F.R. § 164.526.
  - (b) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity under conditions and limitations required under 45 C.F.R. § 164.524 as it may be amended from time-to-time.

Business Associate will comply with time frames under applicable law and, further, agrees to make reasonable efforts to assist Covered Entity in meeting this deadline, to the extent the requested information is maintained by Business Associate and not Covered Entity.

The information shall be provided in the form or format requested, if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged.

- (c) Individual Right to Amendment. Business Associate agrees that it will accommodate an Individual's right to have access to and amend PHI about the Individual in a Designated Record Set in accordance with the Privacy and Security Standards set forth at 45 C.F.R. § 164.526 as it may be amended from time-to-time.
- 16. *Accounting of Disclosures.* Business Associate agrees to maintain documentation of and make available to the Individual and/or Covered Entity from whom the PHI originated, as Covered Entity requests, information required for an accounting of disclosures of PHI with respect to the Individual, in accordance with 45 C.F.R. § 164.528 as it may be amended from time-to-time. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including any disclosures prior to the compliance date of the Privacy and Security Standards).
  - (a) Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline.
  - (b) Such accounting must be provided without cost to the Individual or Covered Entity if it is the first accounting requested by an Individual within any 12-month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if the Individual is informed in advance of the fee and is afforded an opportunity to withdraw or modify the request.
  - (c) Business Associate's obligations under this Section shall continue for as long as Business Associate maintains PHI.
- 17. *Policies and Procedures.* Business Associate shall implement and maintain reasonable and appropriate policies and procedures to comply with the standards, implementation specifications, or other requirements of Part 164 of Title 45, Code of Federal Regulations, including, but not limited to, the provision of a process for complaints regarding Business Associate's obligations under this BAA, HITECH, and HIPAA and imposition of sanctions against workforce members who fail to comply with the requirements of this BAA, HITECH, and HIPAA.
- 18. *Security Incident.* Business Associate agrees to immediately report to Covered Entity any use or disclosure of PHI not provided for by this BAA of which it becomes aware, including Breaches of Unsecured Protected Health Information ("Unsecured PHI") as required at 45 C.F.R. § 164.410, and any Security Incident of which the Business Associate becomes aware. The Parties acknowledge and agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" shall include, but are not limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized acquisition, access, use or disclosure of PHI.
- 19. *Notification in Case of Breach.* The parties acknowledge and agree that the express statutory language of HITECH including, but not limited to, the breach notification requirements under Section 13402 of HITECH (the "Breach Notification Rule") is directly applicable to Business Associate and is hereby incorporated into this BAA. Business Associate shall report in writing to Covered Entity any Breach of Unsecured PHI, as defined in the Breach Notification Rule, within ten (10) business days of Business Associate



learning of the incident giving rise to the Breach. Business Associate will provide such information to Covered Entity as required in the Breach Notification Rule

20. Subcontractors. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), if applicable, Business Associate agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions and conditions that apply to the Business Associate with respect to such information.
  21. To the extent the Business Associate is to carry out one or more of Covered Entity's obligations under 45 C.F.R. Part 162 or Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements therein that apply to the Covered Entity in the performance of such obligations.
- D. Internal Practices, Books, and Records. The Business Associate shall make available its internal practices, policies, procedures, books, and records relating to the use and disclosure of PHI received from Covered Entity, created or received by the Business Associate on behalf of Covered Entity, to the Secretary for the purpose of determining Covered Entity's compliance with HIPAA, or any other health oversight agency.
- E. Liability. To the extent permissible by law, Business Associate shall be liable to Covered Entity for any and all third-party claims, losses, damages, liabilities, costs and other expenses (including attorneys' fees) incurred as a result of, or arising directly or indirectly out of or in connection with Business Associate's violation of or non-compliance with HIPAA or this Agreement. In no event will Business Associate be liable in the aggregate for any amounts in excess of \$2 Million.
- F. [Intentionally removed].
- G. Mitigation. If Business Associate violates this BAA or the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such violation. Additionally, Business Associate agrees to mitigate, to the extent practicable, any other damages of which it is aware resulting from a violation of this BAA or the HIPAA Rules.
- H. Rights of Proprietary Information. Covered Entity retains any and all of its rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
- I. Termination for Breach. Notwithstanding any other provision under this Agreement, the Parties agree that this Agreement may be terminated without penalty at any time by either Party if the other Party violates a material obligation under this Agreement, provided, however, the other Party is afforded thirty (30) days opportunity to cure the breach and the other Party does not cure the breach or end the violation within said thirty (30) days.
- J. Survival of Key Provisions. The provisions of this BAA and the respective rights and obligations of the Business Associate under Section C.12. of this BAA shall survive the termination of this BAA.
- K. Amendments. Covered Entity and Business Associate agree to enter into good faith negotiations to amend this BAA to come into compliance with changes in state and federal laws and regulations relating to the privacy, security and confidentiality of PHI. Covered Entity may terminate this BAA upon thirty (30) days written notice in the event that Business Associate does not promptly enter into an amendment that Covered Entity, in its sole discretion, deems necessary to ensure that Covered Entity will be able to comply with such laws and regulations.
- L. Regulatory References. A citation in this BAA to the Code of Federal Regulations (C.F.R.) shall mean the cited section as that section may be amended from time to time.
- M. Obligations of Covered Entity. To the extent applicable, Covered Entity shall:
1. provide Business Associate a copy of its HIPAA Notice produced by Covered Entity in accordance with 45 C.F.R. § 164.520 as well as any changes to such HIPAA Notice;
  2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
  3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522;

4. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate; and
5. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI.
- N. **Term.** This Agreement shall become effective on the Effective Date and expire when all of the PHI provided by Covered Entity to Business Associate is destroyed or returned to Covered Entity pursuant to Section 14 of this Agreement.
- O. **Counterparts and Signature.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement. Electronic signatures shall be deemed to be original signatures for all purposes of this Agreement.
- P. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regard to the HIPAA Rules, as may be modified from time to time. There are no understandings or agreements relating to this Agreement that are not fully expressed in this Agreement, and no change, waiver or discharge of obligations arising under this Agreement will be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced
- Q. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Rules. The provisions of this Agreement shall prevail over any provisions in any Underlying Agreement between the Parties that may conflict or appear inconsistent with any provision of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the Effective Date.

**Tarrant County Hospital District**

By: Daphne Walker

Print Name: Daphne Walker

Print Title: EVP, Chief Legal Officer

Date: 09-18-2023

**Tarrant County Criminal District Attorney**

By: see next page

Print Name: Phil Sorrells

Print Title: Criminal District Attorney

Date: \_\_\_\_\_

4. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate; and
5. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI.
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- P. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regard to the HIPAA Rules, as may be modified from time to time. There are no understandings or agreements relating to this Agreement that are not fully expressed in this Agreement, and no change, waiver or discharge of obligations arising under this Agreement will be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced
- Q. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Rules. The provisions of this Agreement shall prevail over any provisions in any Underlying Agreement between the Parties that may conflict or appear inconsistent with any provision of this Agreement.

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**Tarrant County Hospital District**

By: \_\_\_\_\_

Print Name: Daphne Walker

Print Title: EVP, Chief Legal Officer

Date: \_\_\_\_\_

**Tarrant County Criminal District Attorney**

By: 

Print Name: Phil Sorrells

Print Title: Criminal District Attorney

Date: 9-18-23