

RESOLUTION NO. 44-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE AN INTERLOCAL AGREEMENT WITH THE DALLAS COUNTY HOSPITAL DISTRICT d/b/a PARKLAND HEALTH & HOSPITAL SYSTEM FOR BIOTEL/EMS SYSTEM SOCIAL WORK AND EMERGENCY MEDICAL TECHNICIAN (EMT)/PARAMEDIC SUPPORT FOR THE SOUTHEAST COLLABORATION CRISIS INTERVENTION TEAM IN THE AMOUNT OF \$176,089.00 FOR FISCAL YEAR 2021-22; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 7, 2020, the Mesquite City Council approved Resolution No. 63-2020 authorizing the City Manager to execute and submit a multi-jurisdictional grant application to Dallas County under the New Directions in Public Safety Grant Program ("**Grant**"); and

WHEREAS, on May 3, 2021, the Mesquite City Council approved Resolution No. 23-2021 authorizing the acceptance of the Grant; and

WHEREAS, Resolution No. 23-2021 authorized the City Manager to execute an Interlocal Agreement with Dallas County to participate in the creation of the Southeast Collaboration Crisis Intervention Team ("**Team**") and to establish the governance of the program per the provisions of the Grant; and

WHEREAS, on June 21, 2021, the Mesquite City Council approved Resolution No. 34-2021 authorizing the City Manager to execute an interlocal agreement with the cities of Balch Springs, Seagoville, and the Town of Sunnyvale to create the Team per the provisions of the Grant; and

WHEREAS, the object of the Grant is to provide seed money to help cities and groups of cities address the crisis of criminalization, mental health, poverty, and homelessness, and utilize alternatives to police response and incarceration to address the needs of Dallas County residents; and

WHEREAS, an interlocal agreement between the Team and the Dallas County Hospital District will allow the Team to contract directly with Parkland for the professional field personnel assigned to this new Team; and

WHEREAS, this arrangement allows for online behavioral health and medical support for the Team through the BioTel/EMS System, assistance in drafting standard operating procedures for the Team responses, access to a broad network of mental health services utilized by Parkland on a daily basis, as well as patient documentation support through Parkland's EPIC electronic medical records system; and establish a Team to provide proactive and reactive mental health services with professional mental health responders.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. The City Council hereby authorizes the City Manager to finalize, execute and administer an Interlocal Agreement with the Dallas County Hospital District d/b/a Parkland Health & Hospital System for BioTel/EMS System social work and Emergency Medical Technician (EMT)/paramedic support for the Southeast Collaboration Crisis Intervention Team in the amount of \$176,089.00 for Fiscal Year 2021-22.

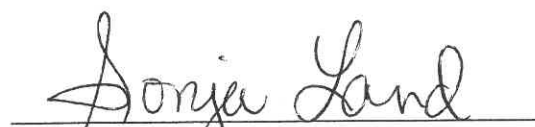
SECTION 2. That should any word, sentence, clause, paragraph or provision of this resolution be held to be invalid or unconstitutional, the validity of the remaining provisions of this resolution shall not be affected and shall remain in full force and effect.

SECTION 3. That this resolution shall go into effect immediately from and after its passage.


DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 16th day of August 2021.

  
\_\_\_\_\_  
Bruce Archer  
Mayor

ATTEST:

  
\_\_\_\_\_  
Sonja Land  
City Secretary

APPROVED AS TO LEGAL FORM:

  
\_\_\_\_\_  
David L. Paschall  
City Attorney

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF MESQUITE, TEXAS  
AND DALLAS COUNTY HOSPITAL DISTRICT  
d/b/a PARKLAND HEALTH & HOSPITAL SYSTEM**

This Agreement (“Agreement”) is made and entered into on the 1<sup>st</sup> day of October 2021 by and between the DALLAS COUNTY HOSPITAL DISTRICT d/b/a PARKLAND HEALTH & HOSPITAL SYSTEM, a political subdivision of the State of Texas, located in Dallas County, Texas, (“PARKLAND”) and the CITY OF MESQUITE, a Texas, home-rule municipal corporation, located in Dallas County, Texas (“CITY”).

WITNESSETH

WHEREAS, the Interlocal Cooperation Act, Chapter 791, V.T.C.A., Texas Government Code provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, PARKLAND and the CITY are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement, and have entered into this Agreement by action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, PARKLAND provides biomedical on-line supervision pre-hospital emergency medical control services known as the BioTel/EMS System, which is staffed by physicians, paramedics, registered nurses, licensed social workers and clerical staff, and was created on July 1, 1980, to provide medical control for paramedics in the field via radio and telemetered patient data; and

WHEREAS, PARKLAND is a participant in Multi-Disciplinary Behavioral Health Response Teams (“MDTs”) designed to assist local law enforcement departments to focus more on public safety rather than emergency mental health service delivery; and

WHEREAS, the CITY wishes to form a MDT, for the purpose of having a coordinated approach to persons experiencing behavioral health needs in their region; and

WHEREAS, PARKLAND desires to contract with the CITY and the CITY desires to utilize from PARKLAND the BioTel/EMS System social work and Emergency Medical Technician (EMT)/paramedic support for public safety services; and

WHEREAS, PARKLAND and the CITY agree the compensation contained herein is fair compensation for the services being provided; and

WHEREAS, both PARKLAND and the CITY represent to one another that each respective party has the authority to enter into this Agreement and perform the obligations and duties stated herein; and

NOW THEREFORE, PARKLAND and the CITY hereby enter into this Interlocal Agreement in consideration of the aforementioned recitals, and for the mutual considerations stated herein:

I.  
DESCRIPTION OF SERVICES

1. For the consideration hereinafter agreed to be paid to PARKLAND by the CITY, PARKLAND shall provide EMT/paramedic (1.0 Full Time Employee) and licensed clinical social work (LCSW) (1.0 Full Time Employee) services for the CITY's MDT hereinafter called the "Services."

2. The Services are to be performed and to conform to the Scope of Services attached hereto as **Exhibit A** and fully incorporated herein for all purposes.

3. PARKLAND and its employees, agents, subcontractors, or associates shall perform all of the services under this Agreement. PARKLAND represents and warrants that all work performed under this Agreement shall be performed in a professional manner by individuals competent to perform the tasks undertaken and the completed work shall comply in all respects with the requirements of this Agreement. In providing services under this Agreement, PARKLAND and its employees, agents, subcontractors, or associates will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

II.  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

1. Except as is permitted by applicable law and to satisfy the requirements of this Agreement, PARKLAND agrees that it will not use or disclose the CITY's protected health information (PHI) for any purpose. However, the parties agree that PARKLAND will receive PHI from the CITY for treatment purposes as described in this Agreement and that such PHI will no longer be considered the CITY's PHI once it has been received by PARKLAND for these treatment purposes. After receipt by PARKLAND, the PHI received by PARKLAND belongs to PARKLAND.

2. As this Agreement is subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including but not limited to the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining

to medical privacy (collectively, "Privacy Laws"), the parties agree to comply with all Privacy Laws that are applicable to this Agreement and to execute the Business Associate Addendum attached to this Agreement.

### III. COORDINATION

1. All Services under this Agreement shall be coordinated under and performed in accordance with the Agreement and the Scope of Services to the reasonable satisfaction of the Director of Neighborhood Services of the CITY, or his/her designated representative, hereinafter called "Director." The Director shall have authority to approve payment for Services that have been properly provided in accordance with the terms of this Agreement. If at any time PARKLAND fails to properly furnish all or a portion of the Services called for by this Agreement, the CITY is authorized to withhold payment of funds associated with the Services not properly performed hereunder until any deficiency has been, if possible, cured. It is further agreed between PARKLAND and the CITY that should any dispute or questions arise respecting the reasonableness of the withheld amount of payment attributable to PARKLAND's failure to fully perform, the parties agree to meet and make a good faith effort to resolve the dispute. Prior to the CITY exercising any payment withholding under this provision, the CITY must provide PARKLAND with notice of any deficiencies and provide PARKLAND ten (10) business days to remedy any deficiencies. The CITY will release any withheld funds associated with the Services not properly performed once the deficiencies are remedied.

### IV. PAYMENT

Total payments by the CITY during the Agreement Term shall not exceed One hundred seventy-six thousand eighty-nine and 00/100 dollars (\$176,089.00). Payment by the CITY shall be made upon City Council approval and execution of this Agreement by the City.

Payment by the CITY for each Renewal Term shall be due October 1<sup>st</sup> of each fiscal year the applicable Renewal Term covers. The payment amount for each Renewal Term shall be agreed to in writing by the parties prior to commencement of each Renewal Term, subject to annual appropriation of funds and approval by the City Council of Mesquite if applicable.

This Agreement cannot be an unfunded liability of the CITY in violation of the Texas Constitution's unfunded debt prohibition applicable to home-rule cities. All expenditures to be made by the CITY under this Agreement are subject to the City of Mesquite's appropriation of funds for such purpose to be paid in the budget year for which they are made. All payments made by the CITY for any goods or services pursuant to this Agreement shall be made only from current lawfully appropriated revenues available to the CITY for such purpose. Accordingly, the parties agree that if the City Council of the City of Mesquite fails to appropriate funds in any fiscal or budget year for the payment of any goods or services to be provided under this Agreement or any other sum

due under this Agreement, the CITY may terminate such services and this entire Agreement without liability and without penalty by giving PARKLAND written notice of such termination. To the extent of conflict, this provision supersedes any conflicting terms or conditions which are part of this Agreement.

V.  
TERM

The term of this Agreement shall commence on October 1, 2021, and terminate on September 30, 2022 ("Term"), unless sooner terminated in accordance with the provisions of this Agreement. This Agreement may be renewed for successive twelve (12) month periods ("Renewal Term(s)") upon the same terms and conditions as set forth in this Agreement by mutual written agreement of the parties, subject to annual appropriation of funds. Any changes in consideration during subsequent renewal periods must be agreed to in writing and signed by both parties.

VI.  
INDEPENDENT CONTRACTOR

PARKLAND's status and the status of all social workers and EMTs/paramedics performing work related to this Agreement shall be that of an Independent Contractor and not any of the following: an agent; servant; employee; member of CITY's workforce; or representative of the CITY in the performance of these Services. No term or provision of this Agreement or act of PARKLAND or the CITY under this Agreement shall be construed as changing that status. PARKLAND shall ensure all employees, agents, subcontractors and associates used to provide services under this Agreement are in full compliance with all terms of this Agreement. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the CITY.

VII.  
INDEMNIFICATION

**1. PARKLAND, TO THE EXTENT PERMITTED BY THE LAWS OF THE STATE OF TEXAS, SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ANY SUITS, ACTIONS OR CLAIMS WHATSOEVER THAT MIGHT ARISE ON ACCOUNT OF ANY INJURY OR DAMAGE RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY AS A RESULT OF PARKLAND'S CONDUCT OF ANY ACTIVITY OR OPERATION IN CONNECTION WITH PARKLAND'S USE OF THE BIOTEL/EMS SYSTEM. TO THE EXTENT PERMITTED BY LAW, PARKLAND SHALL PAY ANY JUDGMENT, TOGETHER WITH COSTS, WHICH MAY BE OBTAINED AGAINST THE CITY, OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES AS A RESULT OF SUCH INJURY OR DAMAGE.**

2. The CITY shall give PARKLAND prompt notice of any matter covered by Subsection VII.1 above, and shall forward to PARKLAND every demand, notice, summons or process received in any claim or legal proceeding covered by Subsection VII.1 above.

3. PARKLAND shall not be obligated to indemnify, defend or hold harmless the CITY or any of its officers, agents, or employees when the injury or damage to a person or property is caused by the sole negligence of the CITY, its officers, agents or employees. In the event of joint and concurrent negligence of PARKLAND and the CITY, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas.

4. The CITY, to the extent permitted by the laws of the State of Texas, shall indemnify, defend and hold harmless PARKLAND and all of its officers, agents and employees from any suits, actions or claims whatsoever that might arise on account of any injury or damage received or sustained by any person or property as a result of the CITY's conduct of any activity or operation in connection with the CITY's use of the BioTel/EMS System. To the extent permitted by law, the CITY shall pay any judgment, together with costs, which may be obtained against PARKLAND, or any of its officers, agents or employees as a result of such injury or damage.

5. PARKLAND shall give the CITY prompt notice of any matter covered by Subsection VII.4 above, and shall forward to the CITY every demand, notice, summons or process received in any claim or legal proceeding covered by Subsection VIII.4 above.

6. The CITY shall not be obligated to indemnify, defend or hold harmless PARKLAND or any of its officers, agents, or employees when the injury or damage to a person or property is caused by the negligence of PARKLAND, its officers, agents or employees. In the event of joint and concurrent negligence of the CITY and PARKLAND, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas.

7. No part of this Agreement shall be interpreted to constitute a waiver of any defense of the parties available to the CITY or PARKLAND under the immunities or limits of liability granted to PARKLAND or the CITY under the Texas Torts Claim Act, Title 5 of Texas Civil Practice and Remedies Code, and all applicable federal and state law.

8. The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

## VIII. TERMINATION

1. The CITY may, for convenience, at its option and without prejudice to any other remedy it may be entitled at law or in equity, or elsewhere under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least one hundred eighty

(180) days prior written notice thereof to PARKLAND, with the understanding that all Services being terminated shall cease upon the date specified in such notice. The CITY shall compensate PARKLAND in accordance with the terms of this Agreement for the Services properly performed prior to the date specified in such notice, following inspection and acceptance of same by the CITY's Director. PARKLAND shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

2. PARKLAND may, at its option and without prejudice to any other remedy it may be entitled at law or in equity, or elsewhere under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least one hundred eighty (180) days prior written notice thereof to the CITY, with the understanding that all Services being terminated shall cease upon the date specified in such notice.

#### IX. NOTICES

All notices, communications and reports under this Agreement shall be mailed or delivered to the respective parties as follows:

To: PARKLAND  
Dallas County Hospital District  
d/b/a Parkland Health & Hospital System  
5200 Harry Hines Blvd.  
Dallas, Texas 75235  
Attention: EVP & Chief Nursing Officer

With copy to: Dallas County Hospital District  
d/b/a Parkland Health & Hospital System  
5200 Harry Hines Blvd.  
Dallas, Texas 75235  
Attention: General Counsel, Legal Affairs

To: CITY  
The City of Mesquite, Texas  
1515 North Galloway Avenue  
Mesquite, Texas 75185  
Attention: Director of Neighborhood Services

#### X. MISCELLANEOUS

1. This Agreement is entered into subject to the Charter and ordinances of the CITY, as amended, and applicable Texas State and Federal laws. The provisions of this Agreement shall



be construed in accordance with the laws and court decisions of the State of Texas; and exclusive venue for any litigation that may be filed by either party hereto in connection with this Agreement shall be in Dallas County, Texas.

2. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be considered as if such invalid, illegal or unenforceable provision has never been contained in this Agreement.

3. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

4. This Agreement can be revised at any time by written amendment(s) to this Agreement and signed by both parties. No oral modifications can be made to this Agreement.

5. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

6. Any liabilities or obligations of a party for acts or omissions prior to the cancellation or termination of this Agreement, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

7. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters in this Agreement.

8. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

*(Remainder of this page intentionally left blank – Signatures on following page.)*

IN WITNESS WHEREOF, CITY and PARKLAND hereby execute this Agreement.

**Dallas County Hospital District d/b/a  
Parkland Health & Hospital System**


By: 

Name: Richard Humphrey

Title: EVP & Chief Financial Officer

Date: 08-09-2021

**The City of Mesquite, Texas**

By: 

Name: Cliff Kerebey

Title: City Manager

Date: 8-18-21

ATTEST:

By:   
Sonja Land, City Secretary

APPROVED AS TO FORM:

David L. Paschall

By:   
Assistant City Attorney

## EXHIBIT A

### Scope of Services for Public Safety Licensed Clinical Social Work Services

#### Background

Southeast Collaboration Crisis Intervention Team provides a multidisciplinary team capable of immediate mobilization and response 8 hours per day Monday through Friday. The team is comprised of distinct but integrated components. These include a licensed clinical social worker (LCSW) and emergency medical services. Collectively, these components emphasize a coordinated approach to persons experiencing a behavioral health needs, persons identified through 911 use or persons referred by community stake holders as utilizing emergency service to meet basic physical health, behavioral health or self-care needs who require resource connection.

The overarching goal of the Southeast Collaboration Crisis Intervention Team is the improvement of citizen's overall health and well-being, the decrease in over-utilization of scarce EMS and law enforcement resources for lower acuity, non-medical or criminal justice needs, the connection of citizens to the appropriate level of physical health and psychiatric care and the maintenance of their overall wellbeing through the coordination and connection to ongoing service providers. By utilizing a partnership between an LCSW and emergency medical services, Southeast Collaboration Crisis Intervention Team increases the ability of law enforcement and EMS to focus on providing acute medical services and addressing community safety needs while providing an avenue for first responders to refer citizens for more intensive evaluation and service coordination. Southeast Collaboration Crisis Intervention Team will ensure continuity of care following intervention in the community, hospital transport or emergency detention, and provide prevention and intervention services. The Southeast Collaboration Crisis Intervention Team is a referral based, follow up, and homeless outreach program and is not intended to serve as a primary response team to emergency 911 calls for behavioral health, mental health or emergency medical services.

#### 1. Staffing

- A. 1 full time (1.0 FTE) Licensed Clinical Social Worker (LCSW) employed by Parkland will provide coverage Monday through Friday from 8:00 AM- 4:30 PM to the Southeast Collaboration Crisis Intervention Team.
  - a. If additional hours of coverage are needed then the option of PRN BioTel LCSWs can be utilized if available at an additional cost per hour at the Parkland overtime rate.
- B. 1 full time (1.0 FTE) emergency medical technician (EMT)/paramedic employed by Parkland will provide coverage Monday through Friday from 8:00 AM- 4:30 PM to the Southeast Collaboration Crisis Intervention Team.

- a. If additional hours of coverage are needed then the option of PRN BioTel paramedics can be utilized if available at an additional cost per hour at the Parkland overtime rate.
- C. Any changes to the schedule will need to be discussed and agreed upon with BioTel Medical Direction leadership team.
- D. LCSW and EMT/paramedic will wear black scrubs pants and a black scrub top that identify them by first name and their credentials.

### 3.) Roles and Responsibilities

#### A. LCSW

- a. The LCSW is the behavioral health expert on the Southeast Collaboration Crisis Intervention Team.
- b. The LCSW is responsible for assessment of citizens with behavioral health needs, understanding signs and symptoms of DSM V diagnoses, substance intoxication and the recommendation of appropriate community resources for mitigation and management of mental health, behavioral health or social needs.
- c. The LCSW is responsible for maintaining documentation in regards to care plans for identified citizens in the mutually agreed upon care record, Parkland's EPIC EHR system.
- d. The LCSW is also uniquely suited to address issues related to both medical and behavioral health service coordination; social determinants of health, de-escalation and mediation in families and individuals. The LCSW is responsible for knowledge of both medical and behavioral health resources in the community and the ability to successfully connect people with complex needs to those resources.
- e. The LCSW will be directly supervised by BioTel Social Work leadership in conjunction with BioTel Medical Direction leadership team. Any changes or additions to roles and responsibilities will be discussed and approved through BioTel Leadership chain of command.

#### B. EMT/Paramedic

- a. The EMT/paramedic is the medical expert on the Southeast Collaboration Crisis Intervention Team.
- b. The EMT/paramedic is responsible for the medical evaluation utilizing the BioTel Clinical Practice Guidelines in order to ensure the citizen is medically stable and no underlying medical condition is appearing as a mental health emergency.

- c. The EMT/paramedic is responsible for maintaining documentation in regards to the patient's medical evaluation in the mutually agreed upon care record, Parkland's EPIC EHR system.
- d. The EMT/paramedic will be directly supervised by BioTel Operations manager in conjunction with BioTel Medical Direction leadership team. Any changes or additions to roles and responsibilities will be discussed and approved through BioTel Leadership chain of command.

#### 4.) Additional Services

- A. Periodic meetings, at least quarterly, will be scheduled between Mesquite's Director of Neighborhood Services and Parkland BioTel representatives to assess the program and services provided and recommended improvements.
- B. LCSW can assist with the coordination and development of education related to their area of expertise for City of Mesquite Public Safety workers. This could include education on working with vulnerable or at-risk populations, mental or behavioral health issues, continuum of care issues, cultural sensitivity or other areas identified by the Southeast Collaboration Crisis Intervention Team or city leadership.

**Business Associate Addendum  
to  
Interlocal Agreement**

This Business Associate Addendum (the "Addendum") to the Interlocal Agreement entered into between the City of Mesquite Texas and Dallas County Hospital District dated October 1, 2021 ("Interlocal Agreement" or "Agreement"), is entered into by and between the City of Mesquite, Texas ("Business Associate") and the Dallas County Hospital District d/b/a Parkland Health & Hospital System, ("Covered Entity").

**RECITALS**

WHEREAS, this Addendum is made and entered into contemporaneously with the Interlocal Agreement by and between Business Associate and Covered Entity for the provision of public safety LCSW services (the "Services"); and

WHEREAS, under the Interlocal Agreement (the "Agreement"), Business Associate may perform or assist in performing a function or activity on behalf of Covered Entity that involves the Use and/or Disclosure of Protected Health Information (as defined in 45 C.F.R. 160.103 and as may be amended from time to time ("PHI")); and

WHEREAS, the parties desire that the Agreement include certain requirements regarding the Use and/or Disclosure of PHI as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); any and all regulations promulgated thereunder including the standards for privacy of individually identifiable health information at 45 C.F.R. Parts 160 and 164 ("Privacy Rule") and the standards for the security of electronic protected health information at 45 C.F.R. Parts 160, 162, and 164 ("Security Rule") (collectively, the Privacy Rule and the Security Rule are referred to herein as the "HIPAA Rules"); any applicable state law or regulation; and the Health Information Technology for Economic and Clinical Health Act ("HITECH") provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"); and

NOW, THEREFORE, for and in consideration of the representations, warranties and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. Terms Used. Terms used, but not otherwise defined, in this Addendum, shall have the same meaning as those terms in the HIPAA Rules.
2. Permitted Uses and Disclosures of PHI. Except as otherwise limited in the Agreement or this Addendum, Business Associate may Use and/or Disclose PHI to perform the functions,

activities, or services for or on behalf of Covered Entity as specified in the Agreement provided that such Use and/or Disclosure would not violate the HIPAA Rules if done by Covered Entity. All other Uses or Disclosures not authorized by the Agreement or this Addendum are prohibited.

3. Business Associate agrees to:

3.1. Not Use and/or Disclose PHI other than as permitted or required by the Agreement, this Addendum, or as Required By Law.

3.2. Use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI and to implement and use appropriate safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of PHI and to prevent the Use and/or Disclosure of PHI other than as provided for by the Agreement or this Addendum.

3.3. Report to Covered Entity, through its Privacy Officer, any Use or Disclosure of PHI not provided for by the Agreement or this Addendum within three (3) business days of discovering the unauthorized Use or Disclosure. Additionally, within three (3) business days of discovery, Business Associate agrees to report any potential Breach of unsecured PHI as that term is defined in 45 CFR 164.402 and any successful Security Incident as that term is defined in 45 CFR 164.304. Unsuccessful Security Incidents shall be reported to Covered Entity only upon request. Business Associate shall permit Covered Entity to investigate any report submitted pursuant to this provision and shall allow Covered Entity to examine Business Associate's premises, records, and practices. In the event Covered Entity is required to provide notice to Individuals impacted by a Breach caused by Business Associate or its subcontractors and agents, Business Associate shall reimburse Covered Entity for the reasonable costs relating to the provision of such notice.

3.4. Ensure that all subcontractors and agents to whom it provides PHI received from, or created or received by, Business Associate on behalf of Covered Entity sign a business associate agreement meeting the requirements of 45 CFR 164.504 and agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate pursuant to this Addendum. This shall include, without limitation, ensuring that agents and subcontractors implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI created, received, maintained, stored, or transmitted on behalf of Covered Entity. Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of its subcontractors and agents as if the acts, failures or omissions were Business Associate's own acts, failures or omissions.

3.5. Provide access (at the request of, and in a reasonable time and manner designated by, Covered Entity) to PHI in a Designated Record Set in order to meet the requirements under 45 C.F.R. 164.524. In the event an Individual submits a request for access directly to Business Associate, Business Associate shall promptly forward the request to Covered Entity through its Privacy Officer. Business Associate is not required to provide access to PHI if it does not maintain a Designated Record Set on behalf of Covered Entity.

3.6. Make any amendment(s) (at the request of, and in a reasonable time and manner designated by, Covered Entity) to PHI in a Designated Record Set that Covered Entity directs pursuant to 45 C.F.R. 164.526. In the event an Individual submits a request for amendment directly to Business Associate, Business Associate shall promptly forward the request to Covered Entity through its Privacy Officer. Business Associate is not required to amend PHI if it does not maintain a Designated Record Set on behalf of Covered Entity.

3.7. Make internal practices, books, and records relating to the Use and Disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of Health and Human Services or his/her designee (the "Secretary"), in a reasonable time and manner as designated by the Secretary, for the purposes of determining compliance with the Privacy Rule and this Addendum. Business Associate shall promptly notify Covered Entity of communications with the Secretary regarding PHI provided by or created by Covered Entity and shall provide Covered Entity with copies of any information Business Associate has made available under this provision. Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by Business Associate or Covered Entity by virtue of this Addendum.

3.8. Document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 as may be amended from time to time, and incorporating exceptions to such accounting designated under the regulation. Accounting of disclosures shall be in accordance with the policies and procedures of the Covered Entity and shall be made within a reasonable time specified by Covered Entity. The first accounting in any 12 month period requested by an Individual shall be provided without charge; a reasonable charge may be made for subsequent accountings if Business Associate informs the Individual in advance of the fee and the Individual is afforded an opportunity to withdraw or modify the request. In addition, to the extent that Business Associate maintains PHI in an electronic health record, Business Associate agrees to account for all disclosures of electronic PHI upon request of an Individual for a period of at least three (3) years prior to the request (but no earlier than the Effective Date of this Addendum. For purposes of this Addendum, the "Effective Date" shall mean the start of the Term as defined in the Interlocal Agreement) as required by HITECH. Such accounting shall be directly to the Individual if requested by the Covered Entity.

3.9. Provide to Covered Entity, in a reasonable time and manner designated by Covered Entity, information collected in accordance with Section 3.8. of this Addendum, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.

3.10. Ensure that all Uses and Disclosures of PHI are subject to the principle of "minimum necessary," i.e., only PHI that is the minimum necessary to accomplish the intended purpose of the Use, Disclosure, or request may be Used or Disclosed.



3.11. Mitigate, to the extent practicable, any harmful effect of an unauthorized Use or Disclosure of PHI and any Breach or Security Incident by Business Associate or its subcontractors or agents of which Business Associate becomes aware.

3.12. Provide adequate training to members of its Workforce and to its subcontractors and agents regarding the requirements of the HIPAA Rules, HITECH, and this Addendum.

3.13. Provide Business Associate's policies and procedures for maintaining the confidentiality of records in a Designated Record Set as required by the Privacy Rule and this Addendum to Covered Entity at its request.

3.14. Comply with all applicable federal and state privacy and security requirements.

4. Covered Entity agrees to:

4.1. Provide Business Associate with its notice of privacy practices if a limitation in the notice of privacy practices may affect Business Associate's Use or Disclosure of PHI under the Agreement of this Addendum.

4.2. Provide Business Associate with any changes in, or revocation of, permission by an Individual to the Use and/or Disclosure of PHI, if such changes affect Business Associate's permitted or required Uses and/or Disclosures. Covered Entity will further notify Business Associate of any restriction on the Use and/or Disclosure of PHI agreed to by Covered Entity in accordance with the provisions of 45 CFR 164.522 and any restriction requested by an Individual that Covered Entity is required to comply with in accordance with the provisions of HITECH.

5. Specific Uses and Disclosures Permitted by Business Associate. Except as otherwise limited in the Agreement and this Addendum, Business Associate may:

5.1. Use or Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provided that such Uses and Disclosures are required under state and federal laws, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

5.2. Use PHI to provide Data Aggregation services to Business Associate as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).

**6. LIABILITY LIMITATIONS. ALL PARTIES AGREE TO BE RESPONSIBLE FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT, WITHOUT WAIVING ANY SOVEREIGN IMMUNITY,**

**GOVERNMENTAL IMMUNITY OR AVAILABLE DEFENSES AVAILABLE TO THE PARTIES UNDER TEXAS LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. ALL PARTIES AGREE THAT ANY SUCH LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS SHALL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS.**

7. Term and Termination.

7.1. Term. This Addendum shall be effective contemporaneously with the Interlocal Agreement and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with Section 7.3 below.

7.2. Termination for Cause. Covered Entity may immediately terminate the Interlocal Agreement and this Addendum if Covered Entity determines that Business Associate has breached a material term of this Addendum. Alternatively, the Covered Entity may choose, in its sole discretion, to: (i) provide the Business Associate written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within ten (10) days, Business Associate must cure said breach to the satisfaction of the Covered Entity within thirty (30) days from the date of the original notice. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of the underlying Interlocal Agreement and this Addendum.

7.3. Effect of Termination.

7.3.1. Except as provided in paragraph 7.3.2 of this Section, upon termination of the Interlocal Agreement or this Addendum, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity unless otherwise required by law to retain said records. This Section shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Unless otherwise required by law, Business Associate shall retain no copies of the PHI.

7.3.2. In the event that Business Associate determines that return or destruction of the PHI is infeasible or not in compliance with applicable laws, Business Associate shall provide in writing to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual written agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further Uses and Disclosures of such PHI to those

purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

8. Rights to Proprietary Information; Injunctive Relief. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate. Business Associate agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity.

9. Miscellaneous.

9.1. Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time to comply with the requirements of applicable federal or state laws or regulations governing the Use or Disclosure of Individually Identifiable Health Information.

9.2. Survival. The respective rights and obligations of Business Associate under Section 7 of this Addendum shall survive the termination of the Agreement and this Addendum.

9.3. Interpretation. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA and HITECH. The provisions of this Addendum shall prevail over any provisions in the underlying Agreement that may conflict or appear inconsistent with any provision in this Addendum.

9.4. No Third Party Beneficiary. Nothing in this Addendum is intended, nor shall be deemed, to confer any benefits on any third party.

9.5. Counterparts; Facsimiles. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

9.6. Supercedure. In the event that any term or provision of any agreement between the parties conflicts with a term or provision of this Addendum, this Addendum shall control.

*(Remainder of this page intentionally left blank – Signatures on following page.)*

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their respective duly authorized representatives.

**Dallas County Hospital District d/b/a  
Parkland Health & Hospital System**

By: Richard J. Humphrey

Name: Richard Humphrey

Title: EVP & Chief Financial Officer

Date: 08-09-2021

**Business Associate**

By: Cliff Keheley

Name: Cliff Keheley

Title: City Manager

Date: 8-18-21



**DALLAS COUNTY HOSPITAL DISTRICT**  
**d/b/a Parkland Health & Hospital System**  
Legal Affairs  
5200 Harry Hines Blvd.  
Dallas, Texas 75235  
(214) 590-4575


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This enclosure is sent without a personal cover letter to reach you as quickly as possible.

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Name of Document: Interlocal Agreement \_\_\_\_\_

- Please have the appropriate individual(s)/representative(s) counter-sign the three (3) attached partially executed original document(s) where indicated and return one (1) fully executed Agreement to my attention, via the enclosed return envelope.
- Please have the appropriate individual/representative sign the \_\_\_ attached original document(s) where indicated and return them to my attention, via the enclosed return envelope, for counter-signature.
- Enclosed please find a fully executed original Agreement for your file.

Kathleen Larry   
Sr. Contracts Admin Program Manager  
(214) 590-4578 – phone  
(214) 590-4580 – fax  
[kathleen.larry@phhs.org](mailto:kathleen.larry@phhs.org)

Date Sent: 08/16/2021  
Via Certified Mail 7019 0700 0001 4493 2298