

AGREEMENT
BETWEEN THE COUNTY OF HIDALGO AND
SOUTH TEXAS HEALTH SYSTEM

THIS Agreement is made by and between the **SOUTH TEXAS HEALTH SYSTEM** which includes McAllen Medical Center, Edinburg Regional Medical Center and Edinburg Childrens Hospital, hereinafter referred to as the “Hospital,” and the **COUNTY OF HIDALGO, TEXAS**, herinafter referred to as the “County” which may be individually referred to as “Party” and collectively referred to as “the Parties”.

WITNESSETH:

WHEREAS, the Hospital is a hospital located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, County is the recipient of a Public Health Emergency Preparedness (“PHEP”) and Response for Bioterrorism program grant from the Texas Department of State Health Services (hereinafter “the Grant” and awarded under contract #2011-038671) to be used to upgrade local bioterrorism preparedness and response, outbreaks of infectious disease, and other public health threats and emergencies;

WHEREAS, the Parties recognize the vulnerability of citizens in the County to a public health emergency that may result from natural or manmade causes;

WHEREAS, the Parties have agreed to enter into this Agreement as it is in the best interest of Hidalgo County’s Public Health to prevent or contain a potential disease outbreak and the need for a functional Real Time Outbreak & Disease Surveillance System is critical to the residents of the County and the first responder’s Public Health Security. As such, it may be necessary to monitor healthcare registration data collected in real time from emergency department visits through the Real-time Outbreak and Disease Surveillance (“RODS”) System. RODS automatically collects public health surveillance data, analyzes them for possible outbreaks, notifies users, and has a web-base interface to examine the data and be able to respond in the area served by the County Public Health Department, and

WHEREAS, Hospital emergency department data which generally includes a unique encrypted patient identifier, chief complaint, screening date, date of birth, gender and residential zip code for each record will be used; and

WHEREAS, the County Public Health Department will share aggregated County data, which will not include identification of individual patients or hospitals, with other health agencies including other local, state, and federal public health agencies through the RODS system or CDC’s BioSense syndromic system; and

WHEREAS, Hospital and County desire to contract with each other to perform PHEP program approved activities and that this Agreement is intended to satisfy the requirements of

the Grant and will govern the terms and conditions under which the Parties will perform or provide services under the Grant.

NOW, THEREFORE, Hospital and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

I. HIPAA Compliance

A. General.

1. hold all Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI") confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, Chapter 552, Texas Government Code. Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended. PHI is defined in 45 CFR § 164.501 and is limited to information created or received by each Party from or on behalf of the other Party. EPHI is individually identifiable health information that is transmitted by or maintained in electronic media. A Security Incident is the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with the systems operations in an information system.

2. be bound by all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), PL 104-191, the HIPAA regulations (codified at 42 CFR Parts 160 and 164), and Chapter 181, Texas Health and Safety Code, as amended, collectively referred to herein as "Privacy and Security Requirements."

B. Business Associate: Each Party is a "Business Associate" of the other Party as that term is defined under the Privacy and Security Requirements. Each Party agrees:

1. *Nondisclosure of PHI and EPHI:* Not to use or disclose the PHI and EPHI received from the other Party or created, compiled, or used by it pursuant to this Agreement other than as permitted or required by this Agreement, or as otherwise required by law.

2. *Limitation on Further Use or Disclosure:* Not to further use or disclose the PHI and EPHI received from the other Party or created, compiled, or used by it pursuant to this Agreement in a manner that would be prohibited by the Privacy and Security Requirements of HIPAA if disclosure was made by the other Party, or if either it or the other Party is otherwise prohibited from making such disclosure by any present or future State or federal law, regulation, or rule.

3. *Safeguards*: To use appropriate safeguards to prevent use or disclosure of the PHI and EPHI other than as provided for by this Agreement or as required by State or federal law, regulation, or rule. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI.

4. *Reporting Unauthorized Disclosures and EPHI Incidents*: To report to the other Party any use or disclosure of PHI and EPHI that is not authorized by this Agreement immediately upon becoming aware of such unauthorized use or disclosure.

5. *Subcontractors and Agents*: To make all reasonable efforts to ensure that any subcontractors or agent to whom either Party provides PHI and EPHI received from the other Party or created, compiled, or used by it pursuant to this Agreement agrees to the same restrictions and conditions that apply to it with respect to such PHI and EPHI.

6. *Mitigation*: To mitigate, to the extent practicable, any harmful effect that is known to either Party of a use or disclosure of PHI and EPHI by either Party or by a subcontractor or agent of either Party resulting from a violation of this Agreement.

7. *Notice – Access by Individual*: To notify the other Party in writing within three business days of any request by an individual for access to the individual's PHI and EPHI and to, upon receipt of such request from an individual, provide access to the degree required or permitted by law or, if the other Party maintains the requested records, direct the individual to the other Party for access to the individual's PHI and EPHI.

8. *Notice – Request for Amendment*: To notify the other Party in writing within three business days of any request by an individual for amendment to the individual's PHI and EPHI and to, upon receipt of such request from an individual, make such amendments as required or permitted by law, or if the other Party maintains the records, direct the individual to the other Party to request amendment of the individual's PHI and EPHI.

9. *Notice – Request for Accounting*: To notify the other Party in writing within three business days of any request by an individual for an accounting of disclosures made of the individual's PHI and EPHI and to, upon receipt of such request from an individual, provide an accounting as required or permitted by law, or if the other Party maintains the records, direct the individual to the other Party for an accounting of the disclosures of the individual's PHI and EPHI.

10. *HHS Inspection*: Upon written request, to make available to the Secretary of Health and Human Services ("HHS") or her designee, its internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from or

held for the other Party in a time or manner designated by the Secretary for purposes of the Secretary determining each Party's compliance with the Privacy and Security Requirements.

11. *Inspection*: Upon written request, to make available to the other Party during normal business hours its internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from or held for the other Party in a time and manner designated by the other Party.

12. *PHI and EPHI Amendment*: To incorporate any amendments, corrections, or additions to the PHI and EPHI received from or created, compiled, or used by it pursuant to this Agreement when notified by the other Party that the PHI and EPHI is inaccurate or incomplete or that other documents are to be added as required by or allowed by the Privacy and Security Requirements.

13. *Documentation of Disclosures*: Each Party agrees to document disclosure of PHI and EPHI and information related to such disclosures as is necessary for the other Party to respond to a request by an individual for an accounting of disclosures of PHI and EPHI in accordance with 45 CFR § 164.528, as amended.

14. *Termination Procedures*: Upon termination of this Agreement for any reason, to transfer to the other Party all PHI and EPHI received from the other Party or created, compiled, or used by it pursuant to this Agreement or, if specially requested to do so by the other Party in writing, to destroy all such PHI and EPHI. This provision applies when either Party maintains PHI and EPHI from the other Party in any form. If either Party determines that transferring or destroying the PHI and EPHI is infeasible, it shall (i) provide to the other Party notification of the conditions that make transfer or destruction infeasible; (ii) extend the protections of this Agreement to such PHI and EPHI; and (iii) limit any further uses and disclosures of such PHI and EPHI to those purposes that make the return or destruction infeasible.

15. *Notice-Termination*: Upon written notice to the other Party, either Party may terminate any portion of the Agreement under which the other Party maintains, compiles, or has access to PHI and EPHI. Additionally, upon written notice to the other Party, either Party may terminate the entire Agreement if it determines, at its sole discretion, that the other Party has repeatedly violated a Privacy Requirement.

16. Survival of Privacy Provisions: Each Party's obligations with regard to PHI and EPHI shall survive the termination of this Agreement.

17. Amendment Related to Privacy and Security Requirements: The Parties agree to take such action as is necessary to amend this Agreement it to comply with the Privacy and Security Requirements of HIPAA and Tex. Health & Safety Code Ann. §§181.001 *et seq.*, as amended, and any other law or regulation affecting the

use or disclosure of PHI and EPHI. Any ambiguity in this Agreement shall be resolved to permit the Parties to comply with the Privacy and Security Requirements of HIPAA and Tex. Health & Safety Code Ann. §§ 181.001 *et seq.*, as amended.

- II. **Term.** This Agreement shall become effective on the Countersignature Date and shall remain in effect for a period of one (1) year (“Initial Term”), from the effective date and shall automatically renew unless sooner terminated as provided for in this Agreement herein. If Hospital chooses not to renew this Agreement, the Emergency Department Director or the Director’s Designee shall notify the County of Hidalgo of non-renewal at least 30 days before the expiration of the then-current term.
- III. **Termination.** Either party may terminate this agreement at any time by giving 30 days written notice to the other party. The right to terminate this agreement for convenience is cumulative of all rights and remedies which exist now or in the future. Upon receiving or delivering the notice, Hidalgo County Health and Human Services shall, unless the notice directs otherwise, immediately notify the RODS datacenter hosted by the Texas Association of Local Health Officials (TALHO) resulting in the disconnection of SOUTH TEXAS HEALTH SYSTEM Hospitals.
- IV. **Security.** Information retrieved by RODS is only accessible to public health personnel responsible for disease surveillance and outbreak detection. Safeguards to protect the information include but are not limited to password-protected computers and the use of aggregation and other methods in maps for presentation or publication to prevent potential identification of individual patients or individual hospitals.
- V. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
- VI. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- VII. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable.

Headings. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.

Authority to Execute. The execution and performance of this Agreement by Hospital and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Hospital and County in accordance with its terms.

Commitment of Current Revenues Only. In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

The Parties agree to conform to their own applicable purchasing laws, regulations, employment policies and procedures with respect to any purchases or employment in relation to the Grant and/or this Agreement.

Executed and entered as of the later date set forth below.

SOUTH TEXAS HEALTH SYSTEM:

Hospital Contact
Chief Administrative Officer, SOUTH TEXAS HEALTH SYSTEM

Date

ATTEST:

HIDALGO COUNTY TEXAS:

Ramon Garcia, County Judge

Date

ATTEST:

Arturo Guajardo, Jr. Hidalgo County Clerk

APPROVED AS TO FORM:

By: Josephine Ramirez Solis
Hidalgo County Assistant District Attorney
County Affairs



TEXAS ASSOCIATION OF LOCAL HEALTH OFFICIALS
2600 MCHALE COURT, SUITE 100
AUSTIN, TX 78758
(512) 814-2546 PH
(512) 814-2551 FAX

QUOTE PROVIDED FOR:
 Hidalgo County Health & Human Services Department
 ATTN: Eduardo Olivarez / Belinda Medrano
 1304 South 25th Ave.
 Edinburg, TX 78542
 (956) 383-6221

QUOTE
 QUOTE #: 20120405-GEN-1029A
 ISSUED: April 5, 2012
 CLOSED: May 5, 2012

DESCRIPTION	AMOUNT
TALHO will integrate the hospitals noted below into the Syndromic Surveillance applications RODS and ESSENCE. Integration requires HL7 data feeds from the hospitals into the two surveillance applications hosted by TALHO. Access to surveillance data will be provided to Hidalgo County Health & Human Services Department in the form of RODS and ESSENCE user accounts. The facilities to be integrated include:	
1. Doctors Hospital at Renaissance (HL7 connection / integration fee)	\$15,000
2. South Texas Health System (HL7 connection / integration fee) Edinburg Regional Medical Center McAllen Medical Center Edinburg Children's Hospital (Facility fee x 3 hospitals @ \$1000/each)	\$15,000 \$3000
3. Knapp Medical Center (HL7 connection / integration fee)	\$15,000
4. Mission Regional Medical Center (HL7 connection / integration fee)	\$15,000
5. Rio Grande Regional Hospital (Integration Fee)	\$7000

PLEASE RETURN SIGNED QUOTES TO THE ATTENTION OF CHRIS MEREDITH
FAX TO (512) 814-2551 AND EMAIL TO CMEREDITH@TEXASHAN.ORG



TEXAS ASSOCIATION OF LOCAL HEALTH OFFICIALS
2600 MCHALE COURT, SUITE 100
AUSTIN, TX 78758
(512) 814-2546 PH
(512) 814-2551 FAX

Hidalgo County Health & Human Services Department is responsible for negotiating data-sharing agreements directly with the participating facilities and providing TALHO with executed copies prior to integration. TALHO will be compensated for quoted fees regardless of client purchasing schedule for ordering interfaces.

This quote includes maintenance for HL7 connections for a period of 24 months from the date of project completion. After the 24 month period, maintenance contracts will be negotiated at a rate of \$1500 per facility each year.

TOTAL	\$70,000
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Accepted _____ Date _____

Printed Name _____ Title _____

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FAX TO (512) 814-2551 AND EMAIL TO CMEREDITH@TEXASHAN.ORG