



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145256
PAGE 1 OF 21
DATE: 5/20/2025

**SUBJECT: CONSIDERATION OF AN INTERLOCAL AGREEMENT BETWEEN
TARRANT COUNTY AND THE CITY OF ARLINGTON TO IMPLEMENT
THE COMMUNITY ENGAGEMENT TEAM PROJECT**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider an Interlocal Agreement (ILA) between Tarrant County and the City of Arlington to implement the Community Engagement Team (CET) Project, with a focus on reducing non-emergent, chronic disease related calls to 9-1-1 dispatch and improving the health of Tarrant County residents.

BACKGROUND

The Arlington Fire Department (AFD) has identified excessive use of the Arlington Emergency Medical Services (AEMS) system for non-emergency calls. Excessive use is defined as more than three to four calls per month by a single individual. These calls are often associated with chronic disease management difficulties, frequently linked to limited health education or inadequate access to care. Utilization of the AEMS system for non-emergent calls increases strain on emergency response resources.

Tarrant County Public Health (TCPH) has identified a collaborative opportunity to assist AFD in addressing these challenges by utilizing trained Community Health Workers to provide outreach, education, and services aimed at reducing call volumes to AEMS.

With approval of this ILA, TCPH and AFD will collaborate to implement the CET project, focusing on identifying symptoms and risk factors contributing to an individual's excessive use of the AEMS system, and providing alternative support options to address unmet health needs. Existing staff will be utilized for project implementation.

The Criminal District Attorney's Office has reviewed this document as to form.

FISCAL IMPACT

Staff allocated to this project are funded by T0400-2025.

SUBMITTED BY	Public Health	PREPARED BY:	Gary Collins
		APPROVED BY:	Amanda Campbell

STATE OF TEXAS

COUNTY OF TARRANT

INTERLOCAL AGREEMENT FOR THE COMMUNITY ENGAGEMENT PROJECT

Whereas, Tarrant County, Texas ("COUNTY"), on behalf of Tarrant County Public Health ("TCPH"), and the City of Arlington ("CITY") desire to cooperate to increase health-related quality of life for citizens and reduce pressure on the Arlington Emergency Medical Services ("AEMS") system caused by high utilization of the AEMS system for non-emergency calls; and

Whereas, CITY through its first responders are uniquely positioned to recognize the warning signs and risk factors contributing to an individual's excessive AEMS system use; and

Whereas, COUNTY, through the TCPH, is uniquely qualified to provide health education and information regarding alternative health resources and services to support individuals' health-related needs; and

Whereas, the COUNTY, upon the recommendation of TCPH, and the CITY, upon the recommendation of its Fire Department ("AFD"), have identified a need to exchange Protected Health Information (as hereinafter defined) to improve public health; and

Whereas, this Interlocal Agreement ("Agreement") is entered into by COUNTY, on behalf of Tarrant County Public Health ("TCPH") and the CITY pursuant to Chapter 791, Texas Government Code;

Now, therefore, County and the City (together the "Parties") agree to the following:

1. DEFINITIONS. The Parties agree that the following terms, when used in this Agreement, shall have the following meanings, provided that the terms set forth below shall be deemed to be modified to reflect any changes made to such terms from time-to-time as defined in HIPAA and the HIPAA Regulations.
 - a. "*HIPAA*" means the Health Insurance Portability and Accountability Act of 1996.
 - b. "*HIPAA Regulations*" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164.
 - c. "*Individually Identifiable Health Information*" means information that is a subset of health information, including demographic information collected from an individual, and
 - (1) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
 - (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the

past, present, or future payment for the provision of health care to an individual; and

a) that identifies the individual; or

b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

d. "*Protected Health Information*" or "*PHI*" means Individually Identifiable Health Information that is transmitted by electronic media; maintained in any medium described in the definition of the term electronic media in the HIPAA Regulations; or transmitted or maintained in any other form or medium.

2. SCOPE OF SERVICES. CITY, through AFD, intends to deploy the Community Engagement Team Project ("CET Project"), whereby AFD identifies excessive AEMS users and connects them to TCPH. TCPH will provide resources and education to those patients and, where appropriate, refer them to the Chronis Disease Self-Management Program. COUNTY shall provide the services as are necessary to deploy the CET Project with AFD, including the tasks enumerated in **Exhibit A Scope of Work – Community Engagement Team**, attached hereto and incorporated herein by reference and made a part hereof as if written word for word. CITY shall perform the tasks assigned to it in **Exhibit A**.
3. DATA PRIVACY AND SECURITY. COUNTY and TCPH will use the high degree of care with maintaining the privacy and security of the Protected Health Information entrusted to it by AFD in accordance with requirements contained in the Business Associate Agreement entered into between TCPH and CITY as set forth in **Exhibit B** to this Agreement, which is incorporated herein by reference.
4. INFORMATION USAGE RESTRICTIONS. The Parties agree the following restrictions apply to information provided under this:
 - a. Each Party shall only use the information provided by the other Party to the extent needed to provide services under this Agreement.
 - b. A Party shall not use information provided by the other Party for any purpose other than that specifically set forth in this Agreement.
 - c. Each Party shall use the same high degree of care it uses with Protected Health Information entrusted to it, to maintain the privacy and security of the AFD information shared under this Agreement.
5. TERM. This Agreement is effective on February 4, 2025, and may be terminated by either Party upon 30 days' written notice.
6. COSTS. Each Party will be responsible for their own costs incurred arising out of or in connection with this Agreement. All funds expended by the Parties for governmental functions under this Agreement shall be made from current revenues available to the Parties.
7. AMENDMENTS. The Parties may amend this Agreement in a subsequent written

document signed on their behalf by persons authorized to bind them and attached as an amendment to this Agreement.

8. COMPLIANCE WITH LAWS. In providing the services required by this BA Agreement, Business Associate 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. Business Associate shall be responsible for ensuring its compliance with any laws and regulations applicable to BA Agreement activities.

9. MISCELLANEOUS.
 - a. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.
 - b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.
 - c. Venue. The obligations of the parties to this Agreement will be performed in Tarrant County, Texas, and if legal action is necessary in connection therewith, exclusive venue shall lie in Tarrant County, Texas.
 - d. Assignments. Neither Party may assign its rights granted under this MOU, by operation of law or otherwise, without the other Party's prior written consent.
 - e. Non-Waiver. No delay or failure by either party to exercise or enforce at any time any right or provision of this Agreement will be considered a waiver thereof, and no single waiver will constitute a continuing or subsequent waiver.
 - f. Severability. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall survive and be interpreted so as best to reasonably effect the intent of the Parties. The Parties agree that any such invalid or unenforceable provisions shall be deemed replaced with valid and enforceable provisions that achieve, to the extent possible, the purposes and intent of such invalid and unenforceable provisions.
 - g. Survival. The provisions contained in Section 3 shall survive the expiration or termination of this Agreement.
 - h. No Agency. COUNTY and CITY agree that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence, and deeds and for those of its agents or employees in connection with this Agreement.
 - i. Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
 - j. Notices. Any notice desired to be given in relation to this Agreement shall be sent to the

following:

COUNTY:

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

CITY:

Fire Department
City of Arlington
Mail Stop 04-0260
620 W, Division St.
Arlington, TX 76011
Attn: Bret Stidham, Fire Chief

10. EXECUTION OF AGREEMENT. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever."

SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:



Criminal District Attorney's Office

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

CITY OF ARLINGTON, TEXAS

BY _____
R. BRET STIDHAM
Fire Chief and Director of Emergency Management

ATTEST

ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:
MOLLY SHORTALL, City Attorney

BY

EXHIBIT A

Scope of Work – Community Engagement Team

Problem Statement

Over the years, many people have used the 911 service, specifically the Arlington Emergency Medical Services (AEMS) system, for non-emergency issues. However, these individuals can often be assisted by agencies other than AEMS. People who turn to the AEMS system with non-emergency problems fall into one of the four categories below:

- High Utilization Groups—Calls from people who lack the means to sustain basic needs and risk becoming overly reliant on the AEMS system.
- Opioid Use Disorders (OUD) – Calls from people who have become reliant on the use of opioids.
- Mental Health Crisis – Calls from individuals who are not able to function effectively in the community or care for themselves.
- Low-acuity Medical Calls – Calls from individuals with nonlife-threatening situations requiring minimal immediate medical intervention.

Identifying members of our community who fall into these categories is critical. Early recognition and intervention save lives, improve quality of life, and reduce unnecessary pressure on the AEMS system. As first responders, we are uniquely positioned to recognize the warning signs and risk factors contributing to an individual’s excessive system use. We must act on this recognition and refer these individuals to alternative, more sustainable resources. By offering people alternatives to address non-emergency issues, AEMS resources will be more available for genuine emergencies that could potentially save more lives.

Goals

- To reduce pressure on the AEMS system and create more resources for genuine emergency calls in the city.
- To increase health-related quality of life for citizens

AFD - Responsibilities

- Identify “superusers” of the Arlington Emergency Medical Services (AEMS):
AFD/AMR will identify and refer people who frequently access the AEMS system for non-emergency reasons. This will be in addition to data retrieved from the AFD/AMR

databases of individuals who fall within the above categories.

- Identify persons lacking the means to sustain basic needs and risk and overly relying on the AEMS system. AFD/EMS paramedics and AEMTs will identify and refer individuals who appear to be struggling with meeting specific basic needs and thus access the system regularly to satisfy these needs.
- Assess the individual's current situation and needs. Individuals identified as eligible and fall under any of the four categories listed on page 1 must complete a 20-question patient assessment provided by the project staff. This will help the AFD paramedic or AEMT better understand the issue and determine the appropriate support during a visit. It will also enable the CET (AFD/TCPH) personnel to gather information for evaluation and monitoring purposes.

TCPH - Responsibilities

- Provide brief health education to the individual when necessary. - Tarrant County Public Health will provide the resources to offer health education when required.
- To identify and offer alternative services to meet individual needs. - Tarrant County Public Health will offer alternative resources/services to support the individual's needs.

AFD/TCPH Deliverables

- AFD will initially contact potential clients by phone or visit to seek their approval to participate in the project and ask them to sign a HIPAA disclosure authorization form before sharing their information with TCPH.
- AFD will provide TCPH personnel with a list of "superusers" each month. This will include the personal information of identified "superusers," enabling them to understand their situation and potential needs.
- TCPH Team will review the list and information provided by AFD and attempt to schedule a visit to the individual's home. Home visits will be made with AFD/AMR Paramedics or AEMTs and TCPH Personnel.
- AFD/AMR Paramedic or AEMT will perform a full assessment, excluding labs,

on all individuals with medical needs during each home visit.

- The TCPH Team will provide resources and refer individuals with chronic diseases to the Chronic Disease Self-Management Program (CDSMP).
- The TCPH Team will provide individual assessments using the Community Engagement Team Patient Assessment Questionnaire and refer to alternative resources based on the responses and needs. *(Individuals being referred must sign a HIPAA disclosure authorization form).*
- AFD will generate a monthly report to share with stakeholders. This will ensure that AFD and City Leadership are well-informed of project successes.
- AFD and TCPH personnel will perform a follow-up visit five days after their initial visit to an individual's home.
- AFD will continue to observe the usage of the AEMS by individuals who have already been visited to identify a reduction in the number of "superusers" or to determine a revisit.
- AFD will close a case 90 days after the referral if the individual's system usage has decreased. Otherwise, TCPH will reeducate.

EXHIBIT B

STATE OF TEXAS §

§

BUSINESS ASSOCIATE AGREEMENT

COUNTY OF TARRANT §

This Business Associate Agreement (“BA Agreement”) is between Tarrant County, Texas, (“Business Associate” or “County”), and City of Arlington (“Covered Entity” or “City”), for the purpose of complying with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Rule”), and the Standards for Security of Electronic Protected Health Information (the “Security Rule”) promulgated thereunder, and the Health Information Technology for Economic and Clinical Health Act (Division A, Title XIII and Division B, Title IV, of the American Recovery and Reinvestment Act of 2009, Pub. L 111-5) (the “HITECH Act”), and the regulations implementing the HITECH Act and other applicable law with regard to the provision of services to Tarrant County Public Health.

The Parties have entered into or will enter into one or more agreements under which Business Associate provides or will provide certain specified services to Covered Entity (“Agreement”).

As part of this Agreement, Business Associate performs or assists 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 CFR § 164.501).

1. Definitions

“Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR § 160.103, and in reference to the party to this agreement shall mean the City.

“Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR § 160.103, and in reference to the party to this agreement, shall mean County.

Terms used but not otherwise defined in the BA Agreement shall have the same meaning given to such terms in HIPAA, the HITECH Act, or any implementing regulations promulgated thereunder, including but not limited to the Privacy Rule and the Security Rule.

2. Purpose

Business Associate has a legal and ethical responsibility to safeguard the privacy of individuals and protect the confidentiality of their health information. Business Associate may hear things that relate to Protected Health Information, or read or see computer or paper files containing confidential or Protected Health Information, even though Business Associate may not be directly involved in providing services. Business Associate may create documents containing Protected Health Information if directed to do so by Covered Entity. Because Business Associate may have contact with Protected Health Information,

Covered Entity requests that Business Associate agrees to the following as a condition of Business Associate's assignment.

3. Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in the Agreement or this BA Agreement, Business Associate may:

- 3.1** use and/or disclose Protected Health Information to perform functions, activities, or services for or on behalf of Covered Entity, provided that such use and/or disclosure,
 - (a)** would not violate the Privacy Rule if done by Covered Entity;
 - (b)** is reasonably limited to the minimum necessary information to accomplish the intended purpose of the use or disclosure;
 - (c)** is in compliance with each applicable requirement of 45 CFR § 164.504(e);
 - (d)** is in compliance with the HITECH Act and its implementing regulations;
- 3.2** use or disclose Protected Health Information as required by law;
- 3.3** use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate;
- 3.4** use Protected Health Information to provide Data Aggregation services relating to the health care operations of Covered Entity.

All other uses and/or disclosures not authorized by the Agreement or this BA Agreement are prohibited.

- 3.5** Business Associate agrees to use and disclose confidential information only to the extent required to provide services under the Agreement or as required by law.

4. Responsibilities of Business Associate

With regard to the use and/or disclosure of Protected Health Information, Business Associate agrees:

- 4.1** not to use and/or disclose Protected Health Information other than as permitted or required by the Agreement or this BA Agreement or as Required by Law;
- 4.2** to use appropriate safeguards to prevent the use and/or disclosure of Protected Health Information other than as provided for by the Agreement or this BA Agreement;
- 4.3** to protect any Protected Health Information taken off-site from Covered Entity from disclosure to others, and to return all Protected Health Information in any form to Covered Entity or destroy such Protected Health Information in a

manner that renders it unreadable and unusable by anyone else, if Covered Entity agrees to the destruction;

- 4.4** to comply with the Security Rule provisions set forth in 45 CFR Part 164, Subpart C, including provisions relating to Security Standards General Rules (45 CFR § 164.306), Administrative Safeguards (45 CFR § 164.308), Physical Safeguards (45 CFR § 164.310), Technical Safeguards (45 CFR § 164.312), Organizational Requirements (45 CFR § 164.314) and Policies and Documentation (45 CFR § 164.316), and to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.
- 4.5** to report to Covered Entity any Security Incident of which it becomes aware within 2 business days, and to report any potential Breach of Unsecured Protected Health Information within 2 business days of discovery. Any such report shall include the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during any such Security Incident or potential Breach. Any such report shall also include all other information known to Business Associate at the time of the report (such as the type of Protected Health Information involved in the event, the nature of the information, etc.) or promptly thereafter as such other information becomes available;
- 4.6** to notify Covered Entity in writing within 2 business days of any use and/or disclosure of Protected Health Information that is not provided for by the Agreement or this BA Agreement;
- 4.7** to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BA Agreement, or as the result of any Security Incident or potential Breach, using mitigation actions that are disclosed to Covered Entity in advance and authorized by Covered Entity, all at the sole cost and expense of Business Associate;
- 4.8** to work cooperatively with Covered Entity in connection with Covered Entity's investigation of any potential Breach and in connection with any notices Covered Entity determines are required as a result, and to refrain from giving any notice itself unless Covered Entity expressly agrees in advance and in writing to Business Associate giving notice and to the form, content and method of delivery of such notice, all at the sole cost and expense of Business Associate;
- 4.9** to ensure that all agents and/or subcontractors that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such Protected Health Information;

- 4.10** to provide access (at the request of, and in the time and manner designated by Covered Entity) to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524 and to notify Covered Entity of any requests for access it receives from an individual within 2 business days of receipt;
- 4.11** to make any amendment(s) (at the request of, and in the time and manner designated by Covered Entity) to Protected Health Information in a Designated Record Set that Covered Entity directs pursuant to 45 CFR § 164.526 and to notify Covered Entity of any amendment requests it receives from an individual within 2 business days of receipt;
- 4.12** to document such disclosures of Protected Health Information 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 Protected Health Information in accordance with 45 CFR § 164.528;
- 4.13** to provide to Covered Entity, in a time and manner designated by Covered Entity, information collected in accordance with 4.12 of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 (and HITECH Act § 13405(c) when such requirements are effective as to Covered Entity);
- 4.14** to the extent Business Associate is to carry out an obligation of Covered Entity under the Privacy Rule provisions set forth at 45 CFR Part 164, Subpart E (any such obligation to be carried out only when so directed by Covered Entity pursuant to the Agreement or this BA Agreement), to comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation;
- 4.15** to make its internal practices, books, and records relating to the use and/or disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity;
- 4.16** to cooperate with any investigation by the Secretary of Health and Human Services, or his agent, or an oversight agency, in a time and manner designated by Covered Entity or the Secretary, for purposes of determining if Covered Entity or Business Associate is in compliance with the Privacy Rule;
- 4.17** if Business Associate is aware of a pattern of activity or practice by Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this BA Agreement,
- (a)** to give written notice of such pattern or practice to Covered Entity within 2 business days of its discovery and to take reasonable steps to cure the breach or end the violation,
- (b)** if Business Associate determines that such steps appear to have been unsuccessful, to give Covered Entity written notice of such determination and to report the problem to the Secretary and provide Covered Entity with a copy of

any such report at least 2 business days in advance of its submission to the Secretary.

5. Responsibilities of Covered Entity with Respect to Protected Health Information

If deemed applicable by Covered Entity, Covered Entity shall:

- 5.1 provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR §164.520 as well as any changes to such notice;
- 5.2 provide Business Associate with any changes in, or revocation of, permission by Individual to the use and/or disclosure of Protected Health Information, if such changes affect Business Associate's permitted or required uses and/or disclosures;
- 5.3 notify Business Associate of any restriction to the use and/or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

6. Sanctions

Business Associate understands that violation of this agreement may result in sanctions, including, but not limited to, termination of the ability to perform services on behalf of Covered Entity.

7. Disclosures Required by Law

Nothing in this agreement prevents Business Associate from making a disclosure of Protected Health Information, if required by law to make such a disclosure.

8. Term and Termination

- 8.1 **Term.** This agreement will begin on _____, and will terminate when all of the Protected Health Information 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 Protected Health Information, protections are extended to such Protected Health Information, in accordance with 8.3 below, or at termination of the Agreement between Covered Entity and Business Associate.
- 8.2 **Termination for Cause.** Covered Entity may immediately terminate the Agreement and/or this BA Agreement if Covered Entity determines that Business Associate has breached a material term of this BA Agreement.
- 8.3 **Effect of Termination.** Upon termination of the Agreement and/or this BA Agreement, for any reason, Business Associate agrees to return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. If permitted by Covered Entity, Protected Health Information shall be destroyed in a manner that renders it unreadable and unusable by anyone else. Discharge or termination, whether voluntary or not, shall not affect Business Associate's

ongoing obligation to safeguard the confidentiality of Protected Health Information and to return or destroy any such information in Business Associate's possession.

This Section 8.3 shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate.

In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, 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, Business Associate shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for as long as Business Associate maintains such Protected Health Information.

9. Miscellaneous

9.1 INDEMNIFICATION.

[RESERVED]

9.2 Survival. The respective rights and obligations of Business Associate survive the termination of the Agreement and/or this BA Agreement.

9.3 Notices. Any notices pertaining to this BA Agreement must be given in writing and will be deemed duly given when personally delivered to a Party or a Party's authorized representative, as listed below, or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to Covered Entity:

Arlington Fire Department
Mail Stop 04-0260
620 W. Division St.
Arlington, TX 76011
Attn: Bret Stidham, Fire Chief

If to Business Associate:

Tarrant County Public Health
1101 South Main Street, Suite 2500
Fort Worth, TX 76104

Attn: Privacy Officer

9.4 Amendments. This BA Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, the HITECH Act and its implementing regulations.

9.5 Interpretation. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

9.6 Third Parties. Nothing in this BA Agreement is intended, nor shall be deemed, to confer any benefits on any third party.

- 9.7 Assignments.** Neither Party may assign its rights or obligations under this BA Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld.
- 9.8 Independent Contractor.** This BA Agreement does not create any relationship between the Parties other than that of independent parties contracting with each other for the sole purpose of effecting the provisions of this BA Agreement and any other agreements between them evidencing their Agreement.
- 9.9 Governing Law and Venue.** This BA Agreement will be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this BA Agreement will be the Fort Worth Division of the Northern District of Texas, if the lawsuit arises in Federal Court, or Tarrant County, Texas, if the matter arises in State Court.
- 9.10 Third Party Interpretation.** This agreement shall not be interpreted to inure to the benefit of a third party not a party to this contract. This agreement may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage to any Party to this contract, Party's agent, or Party's employee, otherwise provided by law.
- 9.11 Execution of Agreement.** This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.
- 9.12 Compliance with Laws.** In providing the services required by this BA Agreement, Business Associate 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. Business Associate shall be responsible for ensuring its compliance with any laws and regulations applicable to BA Agreement activities.

Approved on this _____ day of _____, 2025, by Commissioners Court
Order No. _____.

SIGNED AND EXECUTED this _____ day of _____, 2025.

CITY OF ARLINGTON, TEXAS

BY _____
R. BRET STIDHAM
Fire Chief and Director of Emergency Management

ATTEST

ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:
MOLLY SHORTALL, City Attorney

BY _____

Resolution No. 25-032

A resolution authorizing the execution of an Interlocal Agreement with Tarrant County on behalf of Tarrant County Public Health to be retroactively effective to February 4, 2025, relative to shared resources for the community engagement project

WHEREAS, Tarrant County, Texas (“County”), on behalf of Tarrant County Public Health (“TCPH”), and the City of Arlington (“City”) desire to cooperate to increase health-related quality of life for citizens and reduce pressure on the Arlington Emergency Medical Services (“AEMS”) system caused by high utilization of the AEMS system for non-emergency calls; and

WHEREAS, City through its first responders is uniquely positioned to recognize the warning signs and risk factors contributing to an individual’s excessive AEMS system use; and

WHEREAS, County, through the TCPH, is uniquely qualified to provide health education and information regarding alternative health resources and services to support individuals’ health-related needs; and

WHEREAS, this Interlocal Agreement is entered into by County, on behalf of TCPH and the City pursuant to Chapter 791, Texas Government Code; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:


I.

That the City Manager or his designee is hereby authorized to execute an Interlocal Agreement with Tarrant County on behalf of Tarrant County Public Health to be retroactively effective to February 4, 2025, relative to shared resources for the community engagement project. The City and Tarrant County Public Health will be responsible for their own costs incurred arising out of or in connection with the Interlocal Agreement.

II.


A substantial copy of said interlocal agreement is attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the 25th day of February, 2025, by a vote of 9 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



JIM R. ROSS, Mayor


ATTEST:



A handwritten signature in cursive script, appearing to read "Alex Busken", is written over a horizontal line.

ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:
MOLLY SHORTALL, City Attorney

BY 

A handwritten signature in cursive script, appearing to read "Molly Shortall", is written over a horizontal line.

