



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER _____
PAGE 1 OF 6
DATE: 10/15/2024

**SUBJECT: CONSIDERATION TO AUTHORIZE A LEGAL ENGAGEMENT LETTER
WITH JACKSON WALKER, LLP FOR REPRESENTATION AS OUTSIDE
COUNSEL ON HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT LEGAL ISSUES**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider authorizing a Legal Engagement Letter with Jackson Walker, LLP for representation as Outside Counsel on Health Insurance Portability and Accountability Act (HIPAA) Legal Issues.

BACKGROUND

To improve the efficiency and effectiveness of the healthcare system, HIPAA of 1996, Public Law 104-191, included Administrative Simplification provisions that required Health & Human Services to adopt national standards for electronic healthcare transactions and code sets, unique health identifiers, and security. At the same time, Congress recognized that advances in electronic technology could erode the privacy of health information. Consequently, Congress incorporated HIPAA provisions that mandated the adoption of Federal privacy protections for individually identifiable health information.

The TCPH is a covered entity that is subject to HIPAA. TCPH seeks representation from HIPAA experts to ensure that TCPH is in compliance with the latest laws and regulations under this Act.

With approval, the TCPH department will ensure to be in compliance with the current laws and regulations as required by HIPAA.

FISCAL IMPACT

Funding in an amount not to exceed \$30,000.00 is available in account T0400-2025/5100011000/569011.

SUBMITTED BY	Criminal District Attorney	PREPARED BY:	Polly Maxwell
		APPROVED BY:	Mark Kratovil



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SUBMITTED BY

Criminal District Attorney

PREPARED BY:

Polly Maxwell

APPROVED BY:

Mark Kratovil



Len A. Wade
(817) 334-7263 (Direct Dial)
(817) 870-5143 (Direct Fax)
lwade@jw.com

October 4, 2024

Via E-Mail: cmprice@tarrantcountytx.gov

Craig Price
Tarrant County, Texas
401 West Belknap Street
Fort Worth, TX 76196

RE: Legal engagement regarding HIPAA

Dear Mr. Price:

We are honored that you have asked us to represent Tarrant County, Texas in connection with providing ongoing counsel with respect to HIPAA issues and we are pleased to do so. This letter summarizes our billing and payment arrangements, and the terms of our agreement.

COOPERATION AND PRESERVATION. In order to provide effective legal services to you, it is essential that you disclose to us fully and accurately all material facts pertaining to our engagement and inform us of all developments, and that you give us prompt instructions. Additionally, you will undertake to preserve relevant documents and materials, including electronic information that may be necessary for our representation of you.

FEES. Our fees are determined primarily on the basis of our time at current hourly rates. Our rates vary with experience and seniority and are adjusted by us from time to time, normally once a year. Unless we otherwise agree, the rates we charge will change at that time. We expect that Jeff Drummond will be the lawyer principally involved in this matter and his current hourly rate for this matter will be \$805.00. If any other attorneys from our firm are needed to provide assistance they will bill at their current hourly rate not to exceed \$805.00. Any estimates of fees and expenses we may give are merely approximations and are often based on many circumstances not within our control. Such estimates are not binding and the fees and expenses owed will be as set forth in our statements to you.

EXPENSES. Costs and expenses related to our legal services will be included in our statements. Costs may include travel expenses, messenger charges, filing and recording fees, and other costs. We intend to bill such expenses to you at our cost. Certain other expenses, such as photocopying and computerized research, will be billed in accordance with our standard schedule of charges. For certain substantial expenses, such as expert, mediation and arbitration fees, e-

October 4, 2024

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discovery, court and deposition costs and travel expenses, we may ask that you be responsible for paying them directly.

AGREEMENT TO PAY. Our statements are rendered monthly and are due upon receipt. If a question concerning a statement arises, we ask that it be raised in writing within 30 days. You agree to timely payment of our statements. A statement not paid within 30 days of receipt is overdue and will be subject to interest on the unpaid balance at a rate of 12% per annum, but in no event at a rate exceeding the amount allowed by law. If our statements are not timely paid, we reserve the right to suspend our services until satisfactory payment arrangements are made, or if necessary, to terminate our services, subject to applicable legal requirements. Payments shall be performable and due in Dallas County.

RETAINER. Considering the nature and scope of the matter for which you have engaged us, we have not requested a retainer.

CLIENT AND SCOPE OF REPRESENTATION. In this engagement, our representation is solely of Tarrant County, Texas with regard to consultation as to HIPAA issues. Our engagement is limited to the matter described above and if we agree to perform additional legal services, this letter will apply to such services. Unless specifically agreed to by us in a letter like this one, we will not be representing other related persons or entities, including any subsidiaries, affiliates or shareholders. In addition, we will provide only legal advice and services, and not financial, accounting, business or other advisory services.

TERMINATION. Tarrant County, Texas is free to terminate this engagement at any time for any reason, as are we. If this engagement is terminated, Tarrant County, Texas remains responsible for the payment of fees and expenses incurred until termination, and if court approval is required, both of us will cooperate in obtaining it.

CONTACT PERSON. Unless you otherwise direct, I will be your principal contact. However, if you wish to address any concerns regarding this engagement with someone other than me, please feel free to contact Wade Cooper, our Managing Partner.

CONFLICTS. Please be aware that Jackson Walker represents many other companies and individuals. It is possible that while we are representing you, some of our present or future clients will have disputes or transactions with you. By entering into this engagement letter, you agree that Jackson Walker may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for you in this matter, even if the interests of such clients in those other matters are directly adverse to yours. We agree, however, that your prospective consent shall not apply in any instance where, as a result of representing you, we have obtained proprietary or other material, confidential, non-public information, that, if known to such other client, could be used by such client to your material disadvantage in the other matter.

October 4, 2024

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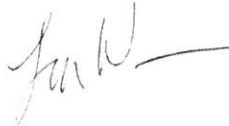
GUARANTEE DISCLAIMER. We will do our best to provide you with the legal services reasonably necessary to achieve a result satisfactory to you. However, the outcome of all transactions or lawsuits is subject to uncertainties and risks, and we make no promises, warranties or guarantees to you concerning the outcome of our legal representation. Any statements we may make are expressions of opinion only.

CONCLUSION AND DISPOSITION OF DOCUMENTS. Our representation of you will terminate when we send the final statement for services rendered. Upon the conclusion of this matter, you will promptly advise us which, if any, documents you wish us to return to you. You agree that we need not return or provide any electronic information, except upon payment of our reasonable costs. We may retain copies for our records. We will retain or dispose of any documents, including electronic information, in accordance with our record retention policy then in effect.

ONLY AGREEMENT. This written agreement supersedes all prior oral or written agreements and may be amended or changed only in writing signed by both parties.

Once again, we are very pleased to represent you. Please confirm acceptance of the terms of our engagement by signing the enclosed copy of this agreement in the space provided below and returning it to me with a check in the amount of the requested retainer.

Very truly yours,



Len Wade

LAW/ncb

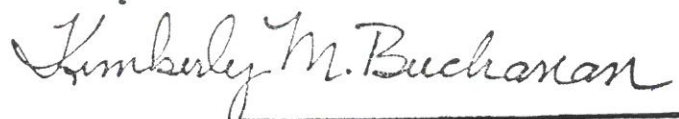
Agreed to and accepted this 15th day of October, 2024

TARRANT COUNTY, TEXAS

By: _____
Judge Tim O'Hare

Title: County Judge

Certification of Funds Available
for the Amount of \$ 30,000.00



KIMBERLY M. BUCHANAN, CPA •
COUNTY AUDITOR

October 4, 2024

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THE STATE BAR OF TEXAS INVESTIGATES AND PROSECUTES PROFESSIONAL MISCONDUCT COMMITTED BY TEXAS ATTORNEYS. ALTHOUGH NOT EVERY COMPLAINT AGAINST OR DISPUTE WITH A LAWYER INVOLVES PROFESSIONAL MISCONDUCT, THE STATE BAR'S OFFICE OF GENERAL COUNSEL WILL PROVIDE YOU WITH INFORMATION ABOUT HOW TO FILE A COMPLAINT. PLEASE CALL 1-800-932-1900 TOLL-FREE FOR MORE INFORMATION.

41304789v.1

Consideration to Authorize a Legal Engagement Letter with Jackson Walker, LLP for Representation as Outside Counsel on Health Insurance Portability and Accountability Act Legal Issues

SIGNED AND EXECUTED this 15th day of October 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink, appearing to read "Tim O'Hare", with a long horizontal flourish extending to the right.

Tim O'Hare
County Judge

October 4, 2024

Via E-Mail: cmprice@tarrantcountytexas.gov

Craig Price
Tarrant County, Texas
401 West Belknap Street
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