



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____

PAGE 1 OF 161

DATE: 12/3/2024

SUBJECT: CONSIDERATION OF SYNDROMIC SURVEILLANCE DATA USE AGREEMENTS BETWEEN TARRANT COUNTY AND VARIOUS HOSPITAL PARTNERS TO CONTINUE SHARING ELECTRONIC HEALTH DATA IN SUPPORT OF THE NORTH TEXAS SYNDROMIC SURVEILLANCE PROGRAM MANAGED BY TARRANT COUNTY PUBLIC HEALTH

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider Syndromic Surveillance Data Use Agreements (DUA) between Tarrant County and the following hospital partners to continue sharing electronic health data in support of the North Texas Syndromic Surveillance (NTXSS) program maintained by the Tarrant County Public Health Department:

- Advanced Diagnostics Healthcare System
- Baylor Scott & White
- Methodist Hospitals of Dallas
- Prime Healthcare Services, Inc.
- Texas Health Resources
- Texas Institute for Surgery
- Throckmorton County Memorial Hospital
- United Surgical Partners International, Inc.
- Wilbarger General Hospital

BACKGROUND

In 2012 TCPH developed the NTXSS program to support Texas Public Health Region (PHR) 2/3 with syndromic surveillance activities and has maintained the system since. The NTXSS program includes near real-time data from Emergency Department (ED) visits and Emergency Medical Services (EMS) responses. Syndromic surveillance provides public health officials with a timely system for detecting, understanding, and monitoring health threats. By tracking symptoms of patients in EDs and other settings—before and after a diagnosis is confirmed—public health can detect unusual levels of illness to determine whether a response is needed. Public health also uses syndromic data to monitor disease trends.

The ability to receive and monitor syndromic surveillance data is vital for TCPH and hospitals to make data-driven decisions. In addition, the submission of syndromic surveillance data to public health agencies is a requirement for hospitals to receive financial incentives through the Centers for Medicare and Medicaid Services (CMS) Electronic Health Record (EHR) Incentive Program, also known as Meaningful Use (MU).

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



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: _____ DATE: 12/3/2024 PAGE 2 OF 161

Currently, Tarrant County has eight (8) active DUA's with the above-named hospitals which allows each hospital to share electronic health data with TCPH in support of the NTXSS program. The DUA's, as approved by the Commissioners Court, through Court Order Nos. 139526, 94501, 119065, 02673, 134743, 120601, 135389, and 110743 included a thirty (30) day termination clause but did not include a termination date.

TCPH has sent termination notices for these agreements so that all future operations will be conducted under the DUAs presented for Commissioners Court consideration in this item. The prior agreements and DUAs accompanying this communication are substantially similar and TCPH does not anticipate a disruption of operations during the brief period in which the new DUAs overlap with the prior agreements.

One (1) of the above-named hospitals is newly onboarding to the NTXSS program and does not have an existing DUA with TCPH. With the approval of this DUA, Baylor Scott & White, will be allowed to share electronic health data with TCPH to support syndromic surveillance activities.

The attached DUA's are being presented to the Court for approval in an effort to establish a 10-year cycle.

If approved, the DUA's with the above-named hospitals will be renewed for a period of ten (10) years to continue sharing electronic health data in support of the NTXSS program.

The Criminal District Attorney's Office has reviewed these documents as to form.

FISCAL IMPACT

All associated costs will be paid through grant F0081-2025.



STATE OF TEXAS §
 §
COUNTY OF TARRANT §

**SYNDROMIC SURVEILLANCE
DATA USE AGREEMENT**

This Data Use Agreement (“DUA”) between Tarrant County, Texas on behalf of Tarrant County Public Health (“TCPH”) and Advanced Diagnostics Healthcare System (“PROVIDER”) documents the conditions for sharing confidential information or limited dataset(s) to support public health syndromic surveillance. The Commissioners Court finds that this agreement serves a public purpose in protecting the public health of the citizens of Tarrant County, Texas.

This DUA supersedes all prior agreements between the parties with respect to syndromic surveillance data. With the execution and approval of this DUA, all such prior agreements are hereby terminated and deemed of no further force or effect.

This DUA is **effective** upon a fully executed agreement and shall remain in effect for a period of ten (10) years from the date the agreement is signed by the last party with signatory authority to execute the agreement.

DEFINITIONS

Authorized User means a recipient’s employees, agents, assigns, representatives, independent contractors, or other persons or entities authorized by the data recipient to access, use or disclose information through this agreement.

Breach of Confidentiality means unauthorized access, use or disclosure of information received under this agreement. Disclosure may be oral or written, in any form or medium.

Breach of Security means an action (either intentional or unintentional) that bypasses security controls or violates security policies, practices, or procedures.

Confidential Information means information that is protected from public disclosure by law.

Data Storage means electronic media with information recorded on it, such as CDs/DVDs, computers and similar devices.

Data Transmission means the process of transferring information across a network from a sender (or source) to one or more destinations.

Direct Identifiers in research data or records include:

- Names
- postal address information (other than town or city, state, and zip code)
- telephone numbers, fax numbers, e-mail addresses
- social security numbers
- medical record numbers
- health plan beneficiary numbers
- account numbers
- certificate /license numbers
- vehicle identifiers and serial numbers, including license plate numbers
- device identifiers and serial numbers
- web universal resource locators (URLs)
- internet protocol (IP) address numbers
- biometric identifiers, including finger and voice prints
- and full-face photographic images and any comparable images

Disclosure means to permit access to or release, transfer, or other communication of confidential information by any means including oral, written, or electronic means, to any party except the party identified or the party that provided or created the record.

Encryption means the use of algorithms to encode data making it impossible to read without a specific piece of information, which is commonly referred to as a “key”. Depending on the type of information shared, encryption may be required during data transmissions, and/or data storage.

ESSENCE The Electronic Surveillance System for the Early Notification of Community-based Epidemics (ESSENCE) is a surveillance tool for monitoring, analyzing, and responding to syndromic surveillance data. Authorized users can access, through a web browser, the North Texas Syndromic Surveillance (NTXSS) ESSENCE and/or the CDC National Syndromic Surveillance Program (NSSP) ESSENCE. The NTXSS ESSENCE contains syndromic surveillance data from Texas Public Health Region 2/3. The NSSP ESSENCE contains syndromic surveillance data from Texas Public Health Region 2/3 and other participating public health jurisdictions.

Human Research Review is the process used by institutions that conduct human subject research to ensure that:

- the rights and welfare of human subjects are adequately protected,
- the risks to human subjects are minimized, are not unreasonable, and are outweighed by the potential benefits to them or by the knowledge gained, and
- the proposed study design and methods are adequate and appropriate in light of the stated research objectives.

Research that involves human subjects or their identifiable personal records should be

reviewed and approved by an Institutional Review Board (IRB) per requirements in federal and state laws and regulations and state agency policies.

Identifiable Data or Records contains information that reveals or can likely associate the identity of the person or persons to whom the data or records pertain. Research data or records with direct identifiers removed, but which retain indirect identifiers, are still considered identifiable.

Indirect Identifiers are indirect identifiers in research data or records that include all geographic identifiers smaller than a state, including street address, city, county, precinct, zip code, and their equivalent postal codes, except for the initial three digits of a zip code; all elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, date of death; and all ages over 89 and all elements of dates (including year) indicative of such age, except that such age and elements may be aggregated into a single category of age 90 or older.

Limited Dataset is a subset of Protected Health Information (PHI) that can be used and disclosed by a covered entity without authorization from the patient in certain circumstances. It can be used for the purposes of research, public health, or healthcare operations only, and may be disclosed only pursuant to a data use agreement. A limited dataset includes potentially identifiable information but does not contain direct identifiers.

Potentially Identifiable Information means information that includes indirect identifiers which may permit linking an individual to that person's health care information.

Examples of potentially identifiable information include:

- birth dates,
- admission, treatment or diagnosis dates,
- healthcare facility codes,
- other data elements that may identify an individual. These vary depending on factors such as the geographical location and the rarity of a person's health condition, age, or other characteristic.

Provider may refer to an individual hospital or a larger legal enterprise such as a health system or hospital network ("system") where the system would add or remove participating individual hospitals in writing to TCPH, eliminating the need for a DUA with each hospital.

Syndromic Surveillance provides public health officials with a timely system for detecting, understanding, and monitoring health events. By tracking symptoms of patients in emergency departments—before a diagnosis is confirmed—public health can detect unusual levels of illness to determine whether a response is warranted. Syndromic data can serve as an early warning system for public health concerns such as flu outbreaks and have been used in responses for opioid overdoses, lung injury associated with e-cigarette or vaping product use, Zika virus infection, and natural disasters.

PURPOSE

TCPH, through its Office of Health Informatics (“INFORMATICS”) provides disease surveillance, detection, and investigation in support of public health promoting interoperability (previously meaningful use) initiatives. Working with health care providers and other health departments across North Texas, INFORMATICS maintains a regional syndromic surveillance network.

Several benefits may accrue for participating health care providers, including but not necessarily limited to:

- The ability to view and analyze their own data using one of the surveillance software systems available from INFORMATICS,
- Access to surveillance system-generated information from INFORMATICS or other health departments concerning disease outbreaks and patterns,
- The ability to meet the Medicare Promoting Interoperability Program requirements for Public Health and Clinical Data Exchange measures,
- Certain intangibles associated with providing support for regional efforts to help protect the public health and support meaningful use of electronic health information.

I. SCOPE OF SERVICES

PROVIDER shall transmit to TCPH electronic health data (“data”) for the timely awareness of disease trends to support syndromic surveillance activities, including the ongoing analysis of existing health data for unusual increases in syndromes. Data may be a limited dataset or may include other confidential information permitted by law.

TCPH may only use or disclose data for the purposes of research, public health, or healthcare operations provided that such use or disclosure would not violate the privacy rule if done by PROVIDER. All other uses not authorized by this DUA are prohibited. TCPH represents and warrants to PROVIDER that its intended uses or disclosures of the data are for these purposes.

II. DATA DELIVERABLES

PROVIDER agrees to disclose a dataset which follows the TNTXSS Implementation Guide v1.0, included with this DUA as Attachment 1.

- A. PROVIDER will engage in testing and validation processes and shall meet required data quality metrics as established by TCPH.
- B. PROVIDER will make a reasonable effort to maintain a stable production feed and address any data transmission or data quality issue in a timely manner.
- C. TCPH will coordinate any assistance available from its technical partners to help establish, test, and ultimately maintain the approved methods of data sharing.

- D. TCPH will provide one or more authorized users at PROVIDER with access rights to view PROVIDER data and aggregate, de-identified health data received through the regional syndromic surveillance network.

III. USE OF DATA and AUTHORIZED USERS

TCPH is authorized under the Texas Health and Safety Code to obtain, use, and disclose syndromic surveillance data.

TCPH agrees to only share data received from PROVIDER:

- A. As permitted or required by law.
- B. In aggregate form to authorized partner agencies or to the public.
- C. To the following AUTHORIZED USERS:
 - Public health agencies serving the Texas Department of State Health Services (DSHS) Region 2/3,
 - Business Associates under contract with TCPH to perform data hosting, surveillance, and technical support,
 - The Centers for Disease Control and Prevention (CDC), in support of the National Syndromic Surveillance Program and for special projects,
 - DSHS in support of the Texas Syndromic Surveillance Program,
 - Other hospitals that participate in the North Texas Syndromic Surveillance network established and maintained by TCPH, provided that such data sharing is limited to read-only access of aggregate, de-identified health data received through the network.

TCPH shall maintain a list of all current authorized users of its syndromic surveillance data and to make such list available to PROVIDER within three (3) business days upon receipt of a written request from PROVIDER.

IV. SAFEGUARDING INFORMATION

PROVIDER and TCPH shall send and receive health data in a secure, confidential manner in compliance with all applicable laws governing the protection of confidential and identifiable data. Nothing in this agreement shall be construed to limit the authority of TCPH to conduct disease surveillance, investigation, control and reporting functions provided by Texas law.

PROVIDER data will be received and stored securely. TCPH shall use reasonable efforts (based on industry best practices) to secure, protect and manage all data received from PROVIDER.

PROVIDER and TCPH will promptly report to each other in writing any use or disclosure of the data set not provided for by this DUA.

Both parties agree to amend these specifications as necessary from time to time to allow either party to comply with the requirements of the privacy rule and Health Insurance Portability and Accountability Act (HIPAA).

Any ambiguity in these specifications shall be resolved in favor of a meaning that permits PROVIDER to comply with the privacy rule.

V. SPECIAL TERMS AND CONDITIONS

TCPH shall:

- A. Ensure that any agents, including a subcontractor, to whom it provides the data set agrees to the same restrictions and conditions that apply to TCPH with respect to this DUA.
- B. Not attempt to determine the identity of, nor contact, any person whose information is contained in the data set unless such actions are necessary as part of a public health disease investigation or otherwise fall within public health authority as provided by Texas law.

VI. FINANCIAL RESPONSIBILITY & INDEMNIFICATION

PROVIDER is responsible for its incurred expenses in performing this DUA unless otherwise noted.

To the extent permitted by the Constitution and the laws of the State of Texas, PROVIDER indemnifies and holds harmless the COUNTY against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, resulting from PROVIDERS's negligent performance of its obligations under this DUA.

VII. AGENCY-INDEPENDENT CONTRACT

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This DUA does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This DUA does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

VIII. ASSIGNMENT

Neither party may assign this DUA without the prior written consent of the other party.

IX. THIRD PARTY BENEFICIARY EXCLUDED

This DUA does not protect any specific third party. The intent of this contract excludes the idea of a suit by a third-party beneficiary. The parties to this DUA do not consent to the waiver of sovereign immunity under Texas law to the extent either party may have that immunity under Texas law.

X. MISCELLANEOUS

This DUA supersedes all prior representations. The parties may amend this DUA by subsequent written amendments. The parties will not amend this DUA orally. The laws of the State of Texas govern this DUA. Venue for any action regarding this DUA must be in the district courts of Tarrant County, Texas.

XI. TERMINATION

Either party may terminate this DUA by:

- A. Providing written notice to the other party at least 30 days prior to the date of termination.
- B. Providing, in the written notice, the date of termination.
- C. Sending the written notice by certified mail, return receipt requested to the party at its address.

XII. GOVERNING LAW AND VENUE

This Data Use Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this DUA 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.

XIII. CONTACT INFORMATION

	TARRANT COUNTY	PROVIDER
Organization Name	Tarrant County Public Health	Advanced Diagnostics Healthcare System
Business Contact		
Title	Manager, Health Informatics	Chief Executive Officer/CEO
Address	1101 S. Main Street Fort Worth, TX 76104	7502 Greenville Ave. Dallas TX 75231
Telephone #	(817) 321-4877	(469) 221-6000
Email Address	Syndromic@tarrantcountytx.gov	rturner@adhealthcare.com

IT Security Contact		
Title	Information Security Officer	Senior Director of Information Technology
Address	200 Taylor Street Fort Worth, TX 76196	1911 Bagby St. Houston, TX 77002
Telephone #	(817) 212-7468	(346) 538-6269
Email Address	rdscott2@tarrantcountytx.gov	screswick@adhealthcare.com
Privacy Contact		
Title	Compliance & Privacy Officer	Senior Director of Information Technology
Address	1101 S. Main Street Fort Worth, TX 76104	1911 Bagby St. Houston, TX 77002
Telephone #	(817) 321-5314	(346) 538-6269
Email Address	PHCompliance@tarrantcountytx.gov	screswick@adhealthcare.com


SIGNATURES

SIGNED AND EXECUTED this _____ day of _____, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

PROVIDER

Tim O'Hare
County Judge



Kerry Baucom
Chief Nursing Officer/
CNO Advanced Dallas

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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Advanced Dallas Hospital & Clinics
Dallas, TX United States

Certificate Number:
2024-1213056

Date Filed:
09/11/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

TarrantAdvancedDiagSys24
EHR, patient capture data for NTX Syndromic Surveillance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Advanced Dallas Hospital & Clinics	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Robert Turner and my date of birth is 2/12/71

My address is 7562 Greenville Ave, 75231 TX, 75231 Dallas
(street) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 12 day of September 2024.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



Debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you or your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Robert Turner (Name)
Advance Dallas Hospital and Clinics (Company) Advance Diagnostics
7502 Greenville Avenue (Address)
Dallas, TX 75231 (Address)
(DUNS Number)

PHONE 281 216 6871 -- FAX 469 809 7784
EMAIL Rturner@adhealthcare.com

[Signature] Signature [Signature] Date 9/9/2024

**Vendor Certification Addendum to Tarrant County Contracts
Entered Into on or After September 1, 2021
Required by New Texas State Laws**

This Addendum relates to the following contract: Master Subscription Agreement with Advanced Diagnostics
Healthcare System, Inc dated 25 September 2023

For All County Contracts Entered into on or after September 1, 2021, Vendor Must Certify:

Vendor is EXEMPT from Certification regarding Energy Companies and Firearm Entities or Firearm Trade Associations:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$ 100,00.000 or more that is to be paid wholly or partly from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by [87th Legislature, S.B. 13](#)), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by [87th Legislature, S.B. 13](#)) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by [87th Legislature, S.B. 19](#)), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by [87th Legislature, S.B. 19](#)) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*:

(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

Vendor is EXEMPT from Certification as set out above.

Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

CERTIFIED by:



Datuk Tan Seng Kit (Oct 17, 2024 15:14 GMT+11)

Signature of Certifying Person

Datuk Tan Seng Kit

Printed Name of Certifying Person

Company Director

Title of Certifying Person

Strateq Health, Inc.

Name of Vendor Company

17-Oct-2024

Date Certified



STATE OF TEXAS §
§
COUNTY OF TARRANT §

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TCPH agrees to only share data received from PROVIDER:

- A. As permitted or required by law.
- B. In aggregate form to authorized partner agencies or to the public.
- C. To the following AUTHORIZED USERS:
 - Public health agencies serving the Texas Department of State Health Services (DSHS) Region 2/3,
 - Business Associates under contract with TCPH to perform data hosting, surveillance, and technical support,
 - The Centers for Disease Control and Prevention (CDC), in support of the National Syndromic Surveillance Program and for special projects,
 - DSHS in support of the Texas Syndromic Surveillance Program,
 - Other hospitals that participate in the North Texas Syndromic Surveillance network established and maintained by TCPH, provided that such data sharing is limited to read-only access of aggregate, de-identified health data received through the network.

TCPH shall maintain a list of all current authorized users of its syndromic surveillance data and to make such list available to PROVIDER within three (3) business days upon receipt of a written request from PROVIDER.

IV. SAFEGUARDING INFORMATION

PROVIDER and TCPH shall send and receive health data in a secure, confidential manner in compliance with all applicable laws governing the protection of confidential and identifiable data. Nothing in this agreement shall be construed to limit the authority of TCPH to conduct disease surveillance, investigation, control and reporting functions provided by Texas law.

PROVIDER data will be received and stored securely. TCPH shall use reasonable efforts (based on industry best practices) to secure, protect and manage all data received from PROVIDER.

PROVIDER and TCPH will promptly report to each other in writing any use or disclosure of the data set not provided for by this DUA.

Both parties agree to amend these specifications as necessary from time to time to allow either party to comply with the requirements of the privacy rule and Health Insurance Portability and Accountability Act (HIPAA).

Any ambiguity in these specifications shall be resolved in favor of a meaning that permits PROVIDER to comply with the privacy rule.

V. SPECIAL TERMS AND CONDITIONS

TCPH shall:

- A. Ensure that any agents, including a subcontractor, to whom it provides the data set agrees to the same restrictions and conditions that apply to TCPH with respect to this DUA.
- B. Not attempt to determine the identity of, nor contact, any person whose information is contained in the data set unless such actions are necessary as part of a public health disease investigation or otherwise fall within public health authority as provided by Texas law.

VI. FINANCIAL RESPONSIBILITY & INDEMNIFICATION

PROVIDER is responsible for its incurred expenses in performing this DUA unless otherwise noted.

To the extent permitted by the Constitution and the laws of the State of Texas, PROVIDER indemnifies and holds harmless the COUNTY against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, resulting from PROVIDERS's negligent performance of its obligations under this DUA.

VII. AGENCY-INDEPENDENT CONTRACT

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This DUA does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This DUA does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

VIII. ASSIGNMENT

Neither party may assign this DUA without the prior written consent of the other party.

IX. THIRD PARTY BENEFICIARY EXCLUDED

This DUA does not protect any specific third party. The intent of this contract excludes the idea of a suit by a third-party beneficiary. The parties to this DUA do not consent to the waiver of sovereign immunity under Texas law to the extent either party may have that immunity under Texas law.

X. MISCELLANEOUS

This DUA supersedes all prior representations. The parties may amend this DUA by subsequent written amendments. The parties will not amend this DUA orally. The laws of the State of Texas govern this DUA. Venue for any action regarding this DUA must be in the district courts of Tarrant County, Texas.

XI. TERMINATION

Either party may terminate this DUA by:

- A. Providing written notice to the other party at least 30 days prior to the date of termination.
- B. Providing, in the written notice, the date of termination.
- C. Sending the written notice by certified mail, return receipt requested to the party at its address.

XII. GOVERNING LAW AND VENUE

This Data Use Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this DUA 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.

XIII. CONTACT INFORMATION

	TARRANT COUNTY	PROVIDER
Organization Name	Tarrant County Public Health	Baylor Scott & White
Business Contact		
Title	Manager, Health Informatics	Market CEO
Address	1101 S. Main Street Fort Worth, TX 76104	8686 New Trails Drive The Woodlands, TX 77381
Telephone #	(817) 321-4877	(972) 347-2525
Email Address	Syndromic@tarrantcountytexas.gov	thanh.tran@emerus.com

IT Security Contact		
Title	Information Security Officer	Lead Cybersecurity Administrator
Address	200 Taylor Street Fort Worth, TX 76196	8686 New Trails Drive The Woodlands, TX 77381
Telephone #	(817) 212-7468	(832) 558-6697
Email Address	rdscott2@tarrantcountytx.gov	jonathan.hammond@emerus.com
Privacy Contact		
Title	Compliance & Privacy Officer	Hospital Compliance Officer
Address	1101 S. Main Street Fort Worth, TX 76104	8686 New Trails Drive The Woodlands, TX 77381
Telephone #	(817) 884-2361	(972) 347-2525
Email Address	PHCompliance@tarrantcountytx.gov	mark.draper@emerus.com

SIGNATURES

SIGNED AND EXECUTED this _____ day of _____, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

PROVIDER

Tim O'Hare
County Judge



Thanh Tran
Market CEO

10252024

APPROVED AS TO FORM:

Kimberly Colliet Wesley
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.

EXHIBIT A: List of Participating Hospitals

Baylor Scott & White Emergency Hospital-Aubrey	26791 US Highway 380 E, Aubrey, TX 76227
Baylor Scott & White Emergency Hospital-Keller	620 S. Main, Suite 100, Keller, TX, 76248
Baylor Scott & White Emergency Hospital-Murphy	511 FM 544, Suite 100, Murphy, TX, 75094
Baylor Scott & White Emergency Hospital-Colleyville	5500 Colleyville Blvd, Colleyville, TX, 76034
Baylor Scott & White Emergency Hospital-Rockwall	1975 Alpha, Suite 100, Rockwall, TX, 75087
Baylor Scott & White Emergency Hospital-Burleson	12500 South Freeway, Suite 100, Burleson, TX, 76028
Baylor Scott & White Emergency Hospital-Mansfield	1776 N. U.S. 287, Suite 100, Mansfield, TX, 76063
Baylor Scott & White Emergency Hospital-Grand Prairie	3095 Kingswood Boulevard, Suite 100, Grand Prairie, TX, 75052

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Emerus Holdings, Inc.
The Woodlands, TX United States

Certificate Number:
2024-1221000

Date Filed:
09/30/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County Public Health

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

TarrantBSWSys24
syndromic surveillance data

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Emerus Holdings, Inc.	The Woodlands, TX United States	X	
	Baylor Scott and White	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Thanh Tran and my date of birth is 03/20/1977.

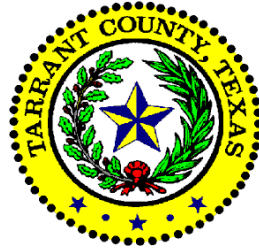
My address is: 8686 New Trails Drive _____ The Woodlands, TX, _____ 77381 _____ United States
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 16 day of October, 2024 _____.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



Debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you or your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Thanh Tran, CEO (Name)
Baylor Scott & White Emergency Hospital-Burleson CCN: 670107(Company)
12500 S Fwy, Burleson, Texas,76028 (Address)
Baylor Scott & White Emergency Hospital-Aubrey CCN: 670062 (Company)
26791 US Highway 380 E, Aubrey, Texas,76227(Address)

015095368 (DUNS Number)

PHONE: 972-347-2525 Aubrey; 214-294-6250 Burleson
FAX Aubrey (972) 347-6725; Burleson 817-447-7030

EMAIL thanh.tran@emerus.com

Thanh Tran

Signature 10/16/24 Date

**Vendor Certification Addendum to Tarrant County Contracts
Entered Into on or After September 1, 2021
Required by New Texas State Laws**

This Addendum relates to the following contract: Syndromic Surveillance Data Use Agreement

For All County Contracts Entered into on or after September 1, 2021, Vendor Must Certify:

Vendor is EXEMPT from Certification regarding Energy Companies and Firearm Entities or Firearm Trade Associations:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$ 100,00.000 or more that is to be paid wholly or partly from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by [87th Legislature, S.B. 13](#)), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by [87th Legislature, S.B. 13](#)) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by [87th Legislature, S.B. 19](#)), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by [87th Legislature, S.B. 19](#)) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*:

(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):



Vendor is EXEMPT from Certification as set out above.



Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

CERTIFIED by:



Signature of Certifying Person

Printed Name of Certifying Person: Thanh Tran

Title of Certifying Person: CEO

Name of Vendor Company:

Baylor Scott & White Emergency Hospital-Burleson CCN: 670107

Baylor Scott & White Emergency Hospital-Aubrey CCN: 670062

10/16/24

Date Certified

Direct Identifiers in research data or records include:

- Names
- postal address information (other than town or city, state, and zip code)
- telephone numbers, fax numbers, e-mail addresses
- social security numbers
- medical record numbers
- health plan beneficiary numbers
- account numbers
- certificate /license numbers
- vehicle identifiers and serial numbers, including license plate numbers
- device identifiers and serial numbers
- web universal resource locators (URLs)
- internet protocol (IP) address numbers
- biometric identifiers, including finger and voice prints
- and full-face photographic images and any comparable images

Disclosure means to permit access to or release, transfer, or other communication of confidential information by any means including oral, written, or electronic means, to any party except the party identified or the party that provided or created the record.

Encryption means the use of algorithms to encode data making it impossible to read without a specific piece of information, which is commonly referred to as a “key”. Depending on the type of information shared, encryption may be required during data transmissions, and/or data storage.

ESSENCE The Electronic Surveillance System for the Early Notification of Community-based Epidemics (ESSENCE) is a surveillance tool for monitoring, analyzing, and responding to syndromic surveillance data. Authorized users can access, through a web browser, the North Texas Syndromic Surveillance (NTXSS) ESSENCE and/or the CDC National Syndromic Surveillance Program (NSSP) ESSENCE. The NTXSS ESSENCE contains syndromic surveillance data from Texas Public Health Region 2/3. The NSSP ESSENCE contains syndromic surveillance data from Texas Public Health Region 2/3 and other participating public health jurisdictions.

Human Research Review is the process used by institutions that conduct human subject research to ensure that:

- the rights and welfare of human subjects are adequately protected,
- the risks to human subjects are minimized, are not unreasonable, and are outweighed by the potential benefits to them or by the knowledge gained, and
- the proposed study design and methods are adequate and appropriate in light of the stated research objectives.

Research that involves human subjects or their identifiable personal records should be

reviewed and approved by an Institutional Review Board (IRB) per requirements in federal and state laws and regulations and state agency policies.

Identifiable Data or Records contains information that reveals or can likely associate the identity of the person or persons to whom the data or records pertain. Research data or records with direct identifiers removed, but which retain indirect identifiers, are still considered identifiable.

Indirect Identifiers are indirect identifiers in research data or records that include all geographic identifiers smaller than a state, including street address, city, county, precinct, zip code, and their equivalent postal codes, except for the initial three digits of a zip code; all elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, date of death; and all ages over 89 and all elements of dates (including year) indicative of such age, except that such age and elements may be aggregated into a single category of age 90 or older.

Limited Dataset is a subset of Protected Health Information (PHI) that can be used and disclosed by a covered entity without authorization from the patient in certain circumstances. It can be used for the purposes of research, public health, or healthcare operations only, and may be disclosed only pursuant to a data use agreement. A limited dataset includes potentially identifiable information but does not contain direct identifiers.

Potentially Identifiable Information means information that includes indirect identifiers which may permit linking an individual to that person's health care information. Examples of potentially identifiable information include:

- birth dates,
- admission, treatment or diagnosis dates,
- healthcare facility codes,
- other data elements that may identify an individual. These vary depending on factors such as the geographical location and the rarity of a person's health condition, age, or other characteristic.

Provider may refer to an individual hospital or a larger legal enterprise such as a health system or hospital network ("system") where the system would add or remove participating individual hospitals in writing to TCPH, eliminating the need for a DUA with each hospital.

Syndromic Surveillance provides public health officials with a timely system for detecting, understanding, and monitoring health events. By tracking symptoms of patients in emergency departments—before a diagnosis is confirmed—public health can detect unusual levels of illness to determine whether a response is warranted. Syndromic data can serve as an early warning system for public health concerns such as flu outbreaks and have been used in responses for opioid overdoses, lung injury associated with e-cigarette or vaping product use, Zika virus infection, and natural disasters.

PURPOSE

TCPH, through its Office of Health Informatics (“INFORMATICS”) provides disease surveillance, detection, and investigation in support of public health promoting interoperability (previously meaningful use) initiatives. Working with health care providers and other health departments across North Texas, INFORMATICS maintains a regional syndromic surveillance network.

Several benefits may accrue for participating health care providers, including but not necessarily limited to:

- The ability to view and analyze their own data using one of the surveillance software systems available from INFORMATICS,
- Access to surveillance system-generated information from INFORMATICS or other health departments concerning disease outbreaks and patterns,
- The ability to meet the Medicare Promoting Interoperability Program requirements for Public Health and Clinical Data Exchange measures,
- Certain intangibles associated with providing support for regional efforts to help protect the public health and support meaningful use of electronic health information.

I. SCOPE OF SERVICES

PROVIDER shall transmit to TCPH electronic health data (“data”) for the timely awareness of disease trends to support syndromic surveillance activities, including the ongoing analysis of existing health data for unusual increases in syndromes. Data may be a limited dataset or may include other confidential information permitted by law.

TCPH may only use or disclose data for the purposes of research, public health, or healthcare operations provided that such use or disclosure would not violate the privacy rule if done by PROVIDER. All other uses not authorized by this DUA are prohibited. TCPH represents and warrants to PROVIDER that its intended uses or disclosures of the data are for these purposes.

II. DATA DELIVERABLES

PROVIDER agrees to disclose a dataset which follows the TNTXSS Implementation Guide v1.0, included with this DUA as Attachment 1.

- A. PROVIDER will engage in testing and validation processes and shall meet required data quality metrics as established by TCPH.
- B. PROVIDER will make a reasonable effort to maintain a stable production feed and address any data transmission or data quality issue in a timely manner.
- C. TCPH will coordinate any assistance available from its technical partners to help establish, test, and ultimately maintain the approved methods of data sharing.

- D. TCPH will provide one or more authorized users at PROVIDER with access rights to view PROVIDER data and aggregate, de-identified health data received through the regional syndromic surveillance network.

III. USE OF DATA and AUTHORIZED USERS

TCPH is authorized under the Texas Health and Safety Code to obtain, use, and disclose syndromic surveillance data.

TCPH agrees to only share data received from PROVIDER:

- A. As permitted or required by law.
- B. In aggregate form to authorized partner agencies or to the public.
- C. To the following AUTHORIZED USERS:
 - Public health agencies serving the Texas Department of State Health Services (DSHS) Region 2/3,
 - Business Associates under contract with TCPH to perform data hosting, surveillance, and technical support,
 - The Centers for Disease Control and Prevention (CDC), in support of the National Syndromic Surveillance Program and for special projects,
 - DSHS in support of the Texas Syndromic Surveillance Program,
 - Other hospitals that participate in the North Texas Syndromic Surveillance network established and maintained by TCPH, provided that such data sharing is limited to read-only access of aggregate, de-identified health data received through the network.

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PROVIDER and TCPH shall send and receive health data in a secure, confidential manner in compliance with all applicable laws governing the protection of confidential and identifiable data. Nothing in this agreement shall be construed to limit the authority of TCPH to conduct disease surveillance, investigation, control and reporting functions provided by Texas law.

PROVIDER data will be received and stored securely. TCPH shall use reasonable efforts (based on industry best practices) to secure, protect and manage all data received from PROVIDER.

PROVIDER and TCPH will promptly report to each other in writing any use or disclosure of the data set not provided for by this DUA.

Both parties agree to amend these specifications as necessary from time to time to allow either party to comply with the requirements of the privacy rule and Health Insurance Portability and Accountability Act (HIPAA).

Any ambiguity in these specifications shall be resolved in favor of a meaning that permits PROVIDER to comply with the privacy rule.

V. SPECIAL TERMS AND CONDITIONS

TCPH shall:

- A. Ensure that any agents, including a subcontractor, to whom it provides the data set agrees to the same restrictions and conditions that apply to TCPH with respect to this DUA.
- B. Not attempt to determine the identity of, nor contact, any person whose information is contained in the data set unless such actions are necessary as part of a public health disease investigation or otherwise fall within public health authority as provided by Texas law.

VI. FINANCIAL RESPONSIBILITY & INDEMNIFICATION

PROVIDER is responsible for its incurred expenses in performing this DUA unless otherwise noted.

To the extent permitted by the Constitution and the laws of the State of Texas, PROVIDER indemnifies and holds harmless the COUNTY against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, resulting from PROVIDERS's negligent performance of its obligations under this DUA.

VII. AGENCY-INDEPENDENT CONTRACT

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This DUA does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This DUA does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

VIII. ASSIGNMENT

Neither party may assign this DUA without the prior written consent of the other party.

IX. THIRD PARTY BENEFICIARY EXCLUDED

This DUA does not protect any specific third party. The intent of this contract excludes the idea of a suit by a third-party beneficiary. The parties to this DUA do not consent to the waiver of sovereign immunity under Texas law to the extent either party may have that immunity under Texas law.

X. MISCELLANEOUS

This DUA supersedes all prior representations. The parties may amend this DUA by subsequent written amendments. The parties will not amend this DUA orally. The laws of the State of Texas govern this DUA. Venue for any action regarding this DUA must be in the district courts of Tarrant County, Texas.

XI. TERMINATION

Either party may terminate this DUA by:

- A. Providing written notice to the other party at least 30 days prior to the date of termination.
- B. Providing, in the written notice, the date of termination.
- C. Sending the written notice by certified mail, return receipt requested to the party at its address.

XII. GOVERNING LAW AND VENUE

This Data Use Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this DUA 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.

XIII. CONTACT INFORMATION

	TARRANT COUNTY	PROVIDER
Organization Name	Tarrant County Public Health	Methodist Hospitals of Dallas
Business Contact		
Title	Manager, Health Informatics	Senior Vice President & CIO
Address	1101 S. Main Street Fort Worth, TX 76104	1441 N Beckley Ave, Dallas, TX 75203
Telephone #	(817) 321-4877	(214) 947-4530
Email Address	Syndromic@tarrantcountytexas.gov	pamelamcnutt@mhd.com

IT Security Contact		
Title	Information Security Officer	VP, IT Operations and Security
Address	200 Taylor Street Fort Worth, TX 76196	1441 N Beckley Ave, Dallas, TX 75203
Telephone #	(817) 212-7468	(214) 947-1929
Email Address	rdscott2@tarrantcountytexas.gov	waynekeatts@mhd.com
Privacy Contact		
Title	Compliance & Privacy Officer	Assistant General Counsel & Privacy Officer
Address	1101 S. Main Street Fort Worth, TX 76104	1441 N Beckley Ave, Dallas, TX 75203
Telephone #	(817) 321-5314	(214) 947-4472
Email Address	PHCompliance@tarrantcountytexas.gov	PrivacyOfficer@mhd.com

SIGNATURES

SIGNED AND EXECUTED this _____ day of _____, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

PROVIDER

Tim O'Hare
County Judge

DocuSigned by:
Pamela McNutt
5B2902A24624419...

Pamela McNutt
SVP & CIO



APPROVED AS TO FORM:

Kimberly Colliet Wesley

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.

EXHIBIT A: List of Participating Hospitals

Methodist Celina Medical Center	FM428, Celina, TX 75009
Methodist Charlton Medical Center	3500 W Wheatland Rd, Dallas, TX 75150
Methodist Dallas Medical Center	1441 N. Beckley Ave, Dallas, TX 75203
Methodist Midlothian Medical Center	1201 E. US Highway 287, Midlothian, TX 76065
Methodist Mansfield Medical Center	2700 E. Broad Street, Mansfield, TX 76063
Methodist Richardson Medical Center	2831 E President George Bush Hwy, Richardson, TX 75082
Methodist Southlake Medical Center	421 E State Hwy 114, Southlake, TX 76029

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Methodist Hospitals of Dallas
Dallas, TX United States

Certificate Number:
2024-1227589

Date Filed:
10/16/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County Public Health

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

TarrantMethodistSys24
Syndromic Surveillance Data Use Agreement for our hospitals to provide data to the program as required for public health reporting

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Methodist Hospitals of Dallas	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Pamela McNeill, and my date of birth is 8/4/1957.

My address is 2715 SIR Lancelot Blvd, Lewisville, TX, 75056, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 16 day of October, 2024.
(month) (year)



Pamela McNeill
Signature of authorized agent of contracting business entity
(Declarant)



Debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you or your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Pamela McNutt (Name)

Methodist Hospitals of Dallas (Company)

1441 N. Beckley (Address)

Dallas, Texas 75203 (Address)

07-485-3979 (DUNS Number)

PHONE 214-947-4530 -- FAX 214-947-4502
EMAIL PamelaMcNutt@mhd.com

Pamela McNutt Signature 10/14/2024 Date



**Vendor Certification Addendum to Tarrant County Contracts
Entered Into on or After September 1, 2021
Required by New Texas State Laws**

This Addendum relates to the following contract: Syndromic Surveillance Data Use Agreement

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Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$ 100,00.000 or more that is to be paid wholly or partly from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by [87th Legislature, S.B. 13](#)), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by [87th Legislature, S.B. 13](#)) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by [87th Legislature, S.B. 19](#)), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by [87th Legislature, S.B. 19](#)) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*:

(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

Vendor is EXEMPT from Certification as set out above.

Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

CERTIFIED by:

Pamela McNutt

Signature of Certifying Person

Pamela McNutt

Printed Name of Certifying Person

Sr. Vice President and Chief Information Officer

Title of Certifying Person

Methodist Hospitals of Dallas

Name of Vendor Company

10/16/24
Date Certified





STATE OF TEXAS §
 §
COUNTY OF TARRANT §

**SYNDROMIC SURVEILLANCE
DATA USE AGREEMENT**

This Data Use Agreement (“DUA”) between Tarrant County, Texas on behalf of Tarrant County Public Health (“TCPH”) and Prime Healthcare Services, Inc., and its Affiliates (“PROVIDER”) documents the conditions for sharing confidential information or limited dataset(s) to support public health syndromic surveillance. The Commissioners Court finds that this agreement serves a public purpose in protecting the public health of the citizens of Tarrant County, Texas.

This DUA supersedes all prior agreements between the parties with respect to syndromic surveillance data. With the execution and approval of this DUA, all such prior agreements are hereby terminated and deemed of no further force or effect.

This DUA is **effective** upon a fully executed agreement and shall remain in effect for a period of ten (10) years from the date the agreement is signed by the last party with signatory authority to execute the agreement.

DEFINITIONS

Authorized User means a recipient’s employees, agents, assigns, representatives, independent contractors, or other persons or entities authorized by the data recipient to access, use or disclose information through this agreement.

Breach of Confidentiality means unauthorized access, use or disclosure of information received under this agreement. Disclosure may be oral or written, in any form or medium.

Breach of Security means an action (either intentional or unintentional) that bypasses security controls or violates security policies, practices, or procedures.

Confidential Information means information that is protected from public disclosure by law.

Data Storage means electronic media with information recorded on it, such as CDs/DVDs, computers and similar devices.

Data Transmission means the process of transferring information across a network from a sender (or source) to one or more destinations.

Direct Identifiers in research data or records include:

- Names
- postal address information (other than town or city, state, and zip code)
- telephone numbers, fax numbers, e-mail addresses
- social security numbers
- medical record numbers
- health plan beneficiary numbers
- account numbers
- certificate /license numbers
- vehicle identifiers and serial numbers, including license plate numbers
- device identifiers and serial numbers
- web universal resource locators (URLs)
- internet protocol (IP) address numbers
- biometric identifiers, including finger and voice prints
- and full-face photographic images and any comparable images

Disclosure means to permit access to or release, transfer, or other communication of confidential information by any means including oral, written, or electronic means, to any party except the party identified or the party that provided or created the record.

Encryption means the use of algorithms to encode data making it impossible to read without a specific piece of information, which is commonly referred to as a “key”. Depending on the type of information shared, encryption may be required during data transmissions, and/or data storage.

ESSENCE The Electronic Surveillance System for the Early Notification of Community-based Epidemics (ESSENCE) is a surveillance tool for monitoring, analyzing, and responding to syndromic surveillance data. Authorized users can access, through a web browser, the North Texas Syndromic Surveillance (NTXSS) ESSENCE and/or the CDC National Syndromic Surveillance Program (NSSP) ESSENCE. The NTXSS ESSENCE contains syndromic surveillance data from Texas Public Health Region 2/3. The NSSP ESSENCE contains syndromic surveillance data from Texas Public Health Region 2/3 and other participating public health jurisdictions.

Human Research Review is the process used by institutions that conduct human subject research to ensure that:

- the rights and welfare of human subjects are adequately protected,
- the risks to human subjects are minimized, are not unreasonable, and are outweighed by the potential benefits to them or by the knowledge gained, and
- the proposed study design and methods are adequate and appropriate in light of the stated research objectives.

Research that involves human subjects or their identifiable personal records should be reviewed and approved by an Institutional Review Board (IRB) per requirements in federal and state laws and regulations and state agency policies.

Identifiable Data or Records contains information that reveals or can likely associate the identity of the person or persons to whom the data or records pertain. Research data or records with direct identifiers removed, but which retain indirect identifiers, are still considered identifiable.

Indirect Identifiers are indirect identifiers in research data or records that include all geographic identifiers smaller than a state, including street address, city, county, precinct, zip code, and their equivalent postal codes, except for the initial three digits of a zip code; all elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, date of death; and all ages over 89 and all elements of dates (including year) indicative of such age, except that such age and elements may be aggregated into a single category of age 90 or older.

Limited Dataset is a subset of Protected Health Information (PHI) that can be used and disclosed by a covered entity without authorization from the patient in certain circumstances. It can be used for the purposes of research, public health, or healthcare operations only, and may be disclosed only pursuant to a data use agreement. A limited dataset includes potentially identifiable information but does not contain direct identifiers.

Potentially Identifiable Information means information that includes indirect identifiers which may permit linking an individual to that person's health care information.

Examples of potentially identifiable information include:

- birth dates,
- admission, treatment or diagnosis dates,
- healthcare facility codes,
- other data elements that may identify an individual. These vary depending on factors such as the geographical location and the rarity of a person's health condition, age, or other characteristic.

Provider may refer to an individual hospital or a larger legal enterprise such as a health system or hospital network ("system") where the system would add or remove participating individual hospitals in writing to TCPH, eliminating the need for a DUA with each hospital.

Syndromic Surveillance provides public health officials with a timely system for detecting, understanding, and monitoring health events. By tracking symptoms of patients in emergency departments—before a diagnosis is confirmed—public health can detect unusual levels of illness to determine whether a response is warranted. Syndromic data can serve as an early warning system for public health concerns such as flu outbreaks and have been used in responses for opioid overdoses, lung injury associated with e-cigarette or vaping product use, Zika virus infection, and natural disasters.

PURPOSE

TCPH, through its Office of Health Informatics (“INFORMATICS”) provides disease surveillance, detection, and investigation in support of public health promoting interoperability (previously meaningful use) initiatives. Working with health care providers and other health departments across North Texas, INFORMATICS maintains a regional syndromic surveillance network.

Several benefits may accrue for participating health care providers, including but not necessarily limited to:

- The ability to view and analyze their own data using one of the surveillance software systems available from INFORMATICS,
- Access to surveillance system-generated information from INFORMATICS or other health departments concerning disease outbreaks and patterns,
- The ability to meet the Medicare Promoting Interoperability Program requirements for Public Health and Clinical Data Exchange measures,
- Certain intangibles associated with providing support for regional efforts to help protect the public health and support meaningful use of electronic health information.

I. SCOPE OF SERVICES

PROVIDER shall transmit to TCPH electronic health data (“data”) for the timely awareness of disease trends to support syndromic surveillance activities, including the ongoing analysis of existing health data for unusual increases in syndromes. Data may be a limited dataset or may include other confidential information permitted by law.

TCPH may only use or disclose data for the purposes of research, public health, or healthcare operations provided that such use or disclosure would not violate the privacy rule if done by PROVIDER. All other uses not authorized by this DUA are prohibited. TCPH represents and warrants to PROVIDER that its intended uses or disclosures of the data are for these purposes.

II. DATA DELIVERABLES

PROVIDER agrees to disclose a dataset which follows the TNTXSS Implementation Guide v1.0, included with this DUA as Attachment 1.

- A. PROVIDER will engage in testing and validation processes and shall meet required data quality metrics as established by TCPH.
- B. PROVIDER will make a reasonable effort to maintain a stable production feed and address any data transmission or data quality issue in a timely manner.
- C. TCPH will coordinate any assistance available from its technical partners to help establish, test, and ultimately maintain the approved methods of data sharing.

- D. TCPH will provide one or more authorized users at PROVIDER with access rights to view PROVIDER data and aggregate, de-identified health data received through the regional syndromic surveillance network.

III. USE OF DATA and AUTHORIZED USERS

TCPH is authorized under the Texas Health and Safety Code to obtain, use, and disclose syndromic surveillance data.

TCPH agrees to only share data received from PROVIDER:

- A. As permitted or required by law.
- B. In aggregate form that is de-identified in accordance with HIPAA to authorized partner agencies or to the public.
- C. To the following AUTHORIZED USERS in accordance with all applicable laws recognizing the public health exception under HIPPA:
 - Public health agencies serving the Texas Department of State Health Services (DSHS) Region 2/3,
 - Business Associates under contract with TCPH to perform data hosting, surveillance, and technical support,
 - The Centers for Disease Control and Prevention (CDC), in support of the National Syndromic Surveillance Program and for special projects,
 - DSHS in support of the Texas Syndromic Surveillance Program,
 - Other hospitals that participate in the North Texas Syndromic Surveillance network established and maintained by TCPH, provided that such data sharing is limited to read-only access of aggregate, de-identified health data received through the network.

TCPH shall maintain a list of all current authorized users of its syndromic surveillance data and to make such list available to PROVIDER within three (3) business days upon receipt of a written request from PROVIDER.

IV. SAFEGUARDING INFORMATION

PROVIDER and TCPH shall send and receive health data in a secure, confidential manner in compliance with all applicable laws governing the protection of confidential and identifiable data. Nothing in this agreement shall be construed to limit the authority of TCPH to conduct disease surveillance, investigation, control and reporting functions provided by Texas law.

PROVIDER data will be received and stored securely. TCPH shall use reasonable efforts (based on industry best practices) to secure, protect and manage all data received from PROVIDER.

PROVIDER and TCPH will promptly report to each other in writing any use or disclosure of the data set not provided for by this DUA.

Both parties agree to amend these specifications as necessary from time to time to allow either party to comply with the requirements of the privacy rule and Health Insurance Portability and Accountability Act (HIPAA).

Any ambiguity in these specifications shall be resolved in favor of a meaning that permits PROVIDER to comply with the privacy rule.

V. SPECIAL TERMS AND CONDITIONS

TCPH shall:

- A. Ensure that any agents, including a subcontractor, to whom it provides the data set agrees to the same restrictions and conditions that apply to TCPH with respect to this DUA.
- B. Not attempt to determine the identity of, nor contact, any person whose information is contained in the data set unless such actions are necessary as part of a public health disease investigation or otherwise fall within public health authority as provided by Texas law.

VI. FINANCIAL RESPONSIBILITY & INDEMNIFICATION

PROVIDER is responsible for its incurred expenses in performing this DUA unless otherwise noted.

To the extent permitted by the Constitution and the laws of the State of Texas, PROVIDER indemnifies and holds harmless the COUNTY against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, resulting from PROVIDERS's negligent performance of its obligations under this DUA.

VII. AGENCY-INDEPENDENT CONTRACT

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This DUA does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This DUA does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

VIII. ASSIGNMENT

Neither party may assign this DUA without the prior written consent of the other party.

IX. THIRD PARTY BENEFICIARY EXCLUDED

This DUA does not protect any specific third party. The intent of this contract excludes the idea of a suit by a third-party beneficiary. The parties to this DUA do not consent to the waiver of sovereign immunity under Texas law to the extent either party may have that immunity under Texas law.

X. MISCELLANEOUS

This DUA supersedes all prior representations. The parties may amend this DUA by subsequent written amendments. The parties will not amend this DUA orally. The laws of the State of Texas govern this DUA. Venue for any action regarding this DUA must be in the district courts of Tarrant County, Texas.

XI. TERMINATION

Either party may terminate this DUA by:

- A. Providing written notice to the other party at least 30 days prior to the date of termination.
- B. Providing, in the written notice, the date of termination.
- C. Sending the written notice by certified mail, return receipt requested to the party at its address.

XII. GOVERNING LAW AND VENUE

This Data Use Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this DUA 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.

XIII. CONTACT INFORMATION

	TARRANT COUNTY	PROVIDER
Organization Name	Tarrant County Public Health	Prime Healthcare Services, Inc.
Business Contact		
Title	Manager, Health Informatics	Corporate IT Manager - Clinical Operations
Address	1101 S. Main Street Fort Worth, TX 76104	3300 E. Guasti Road Ontario, CA 91761
Telephone #	(817) 321-4877	(909) 235-4389
Email Address	Syndromic@tarrantcountytexas.gov	ibehera@primehealthcare.com

IT Security Contact		
Title	Information Security Officer	Senior Manager-GRC
Address	200 Taylor Street Fort Worth, TX 76196	3300 E. Guasti Road Ontario, CA 91761
Telephone #	(817) 212-7468	(909) 638-0686
Email Address	rdscott2@tarrantcountytx.gov	primegrcvetting@primehealthcare.com
Privacy Contact		
Title	Compliance & Privacy Officer	Senior Manager-GRC
Address	1101 S. Main Street Fort Worth, TX 76104	3300 E. Guasti Road Ontario, CA 91761
Telephone #	(817) 884-2361	(909) 638-0686
Email Address	PHCompliance@tarrantcountytx.gov	primegrcvetting@primehealthcare.com

SIGNATURES

SIGNED AND EXECUTED this _____ day of _____, 2024.

COUNTY OF TARRANT
STATE OF TEXAS

PROVIDER

Tim O'Hare
County Judge

 8/15/2024

Michael Metts
Regional CFO, Dallas

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.

EXHIBIT A: List of Participating Hospitals

Dallas Medical Center	7 Medical Parkway, Dallas, TX 75234
Dallas Regional Medical Center	1011 N. Galloway Ave, Mesquite, TX 75149

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1201945

Date Filed:
 08/16/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Prime Healthcare Services Inc
 Ontario, CA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

TarrantDMCSys24
 Healthcare

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Reddy, Prem	Ontario, CA United States	X	
	Aleman, Steve	Ontario, CA United States		X
	Goldstone, Marc	Ontario, CA United States		X

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Michael Mats, and my date of birth is 06/02/1965.

My address is 2011 Sleepy Hollow Ln., Heath, TX, 75032, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 19 day of August, 2024.
(month) (year)

Michael Mats

Signature of authorized agent of contracting business entity
 (Declarant)



Debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you or your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Michael Metts, Regional CFO (Name)
Prime Healthcare Services, Inc. (Company)
3300 E. Guasti Rd. (Address)
Ontario, CA 91761 (Address)
790753722 (DUNS Number)

PHONE 972-888-7065 -- FAX 972-888-7090
EMAIL mmetts@primehealthcare.com

Michael Metts Signature 8/15/24 Date

**Vendor Certification Addendum to Tarrant County Contracts
Entered Into on or After September 1, 2021
Required by New Texas State Laws**

This Addendum relates to the following contract: Syndromic Surveillance Data Use Agreement

For All County Contracts Entered into on or after September 1, 2021, Vendor Must Certify:

Vendor is EXEMPT from Certification regarding Energy Companies and Firearm Entities or Firearm Trade Associations:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$ 100,00.000 or more that is to be paid wholly or partly from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by [87th Legislature, S.B. 13](#)), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by [87th Legislature, S.B. 13](#)) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

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CERTIFIED by:


Signature of Certifying Person

Michael Metts
Printed Name of Certifying Person

Regional CFO Dallas
Title of Certifying Person

Prime Healthcare Services, Inc.
Name of Vendor Company

8/15/24
Date Certified



STATE OF TEXAS §
§
COUNTY OF TARRANT §

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TCPH agrees to only share data received from PROVIDER:

- A. As permitted or required by law.
- B. In aggregate form to authorized partner agencies or to the public.
- C. To the following AUTHORIZED USERS:
 - Public health agencies serving the Texas Department of State Health Services (DSHS) Region 2/3,
 - Business Associates under contract with TCPH to perform data hosting, surveillance, and technical support,
 - The Centers for Disease Control and Prevention (CDC), in support of the National Syndromic Surveillance Program and for special projects,
 - DSHS in support of the Texas Syndromic Surveillance Program,
 - Other hospitals that participate in the North Texas Syndromic Surveillance network established and maintained by TCPH, provided that such data sharing is limited to read-only access of aggregate, de-identified health data received through the network.

TCPH shall maintain a list of all current authorized users of its syndromic surveillance data and to make such list available to PROVIDER within three (3) business days upon receipt of a written request from PROVIDER.

IV. SAFEGUARDING INFORMATION

PROVIDER and TCPH shall send and receive health data in a secure, confidential manner in compliance with all applicable laws governing the protection of confidential and identifiable data. Nothing in this agreement shall be construed to limit the authority of TCPH to conduct disease surveillance, investigation, control and reporting functions provided by Texas law.

PROVIDER data will be received and stored securely. TCPH shall use reasonable efforts (based on industry best practices) to secure, protect and manage all data received from PROVIDER.

PROVIDER and TCPH will promptly report to each other in writing any use or disclosure of the data set not provided for by this DUA.

Both parties agree to amend these specifications as necessary from time to time to allow either party to comply with the requirements of the privacy rule and Health Insurance Portability and Accountability Act (HIPAA).

Any ambiguity in these specifications shall be resolved in favor of a meaning that permits PROVIDER to comply with the privacy rule.

V. SPECIAL TERMS AND CONDITIONS

TCPH shall:

- A. Ensure that any agents, including a subcontractor, to whom it provides the data set agrees to the same restrictions and conditions that apply to TCPH with respect to this DUA.
- B. Not attempt to determine the identity of, nor contact, any person whose information is contained in the data set unless such actions are necessary as part of a public health disease investigation or otherwise fall within public health authority as provided by Texas law.

VI. FINANCIAL RESPONSIBILITY & INDEMNIFICATION

PROVIDER is responsible for its incurred expenses in performing this DUA unless otherwise noted.

To the extent permitted by the Constitution and the laws of the State of Texas, PROVIDER indemnifies and holds harmless the COUNTY against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, resulting from PROVIDERS's negligent performance of its obligations under this DUA.

VII. AGENCY-INDEPENDENT CONTRACT

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This DUA does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This DUA does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

VIII. ASSIGNMENT

Neither party may assign this DUA without the prior written consent of the other party.

IX. THIRD PARTY BENEFICIARY EXCLUDED

This DUA does not protect any specific third party. The intent of this contract excludes the idea of a suit by a third-party beneficiary. The parties to this DUA do not consent to the waiver of sovereign immunity under Texas law to the extent either party may have that immunity under Texas law.

X. MISCELLANEOUS

This DUA supersedes all prior representations. The parties may amend this DUA by subsequent written amendments. The parties will not amend this DUA orally. The laws of the State of Texas govern this DUA. Venue for any action regarding this DUA must be in the district courts of Tarrant County, Texas.

XI. TERMINATION

Either party may terminate this DUA by:

- A. Providing written notice to the other party at least 30 days prior to the date of termination.
- B. Providing, in the written notice, the date of termination.
- C. Sending the written notice by certified mail, return receipt requested to the party at its address.

XII. GOVERNING LAW AND VENUE

This Data Use Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this DUA 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.

XIII. CONTACT INFORMATION

	TARRANT COUNTY	PROVIDER
Organization Name	Tarrant County Public Health	Texas Health Resources
Business Contact		
Title	Manager, Health Informatics	Director Quality Measurement & Reporting
Address	1101 S. Main Street Fort Worth, TX 76104	612 East Lamar Blvd., Arlington, TX 76011
Telephone #	(817) 321-4877	(682) 236-6143
Email Address	Syndromic@tarrantcountytexas.gov	barbararay@texashealth.org

IT Security Contact		
Title	Information Security Officer	VP Technology & Security
Address	200 Taylor Street Fort Worth, TX 76196	612 East Lamar Blvd., Arlington, TX 76011
Telephone #	(817) 212-7468	(682) 236-8282
Email Address	rdscott2@tarrantcountytx.gov	RonaldMehring@texashealth.org
Privacy Contact		
Title	Compliance & Privacy Officer	Director Sr Privacy Officer
Address	1101 S. Main Street Fort Worth, TX 76104	612 East Lamar Blvd., Arlington, TX 76011
Telephone #	(817) 884-2361	(682) 236-6872
Email Address	PHCompliance@tarrantcountytx.gov	Kimberlybrowder@texashealth.org

SIGNATURES

SIGNED AND EXECUTED this _____ day of _____, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

PROVIDER

Tim O'Hare
County Judge

Joseph Sudomir

Joey Sudomir
CIO; SVP Innovative Technology
Solutions

APPROVED AS TO FORM:

Kimberly Colliet Wesley

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.

EXHIBIT A: List of Participating Hospitals

Texas Health Arlington Memorial Hospital	800 W Randol Mill Rd, Arlington, TX 76012
Texas Health Center for Diagnostics & Surgery Plano	6020 W Parker Rd, Plano, TX 75093
Texas Health Harris Methodist Fort Worth	1301 Pennsylvania Ave, Fort Worth, TX 76104
Texas Health Harris Methodist Hospital Alliance	10864 Texas Health Trl, Fort Worth, TX 76244
Texas Health Harris Methodist Hospital Azle	108 Denver Trl, Azle, TX 76020
Texas Health Harris Methodist Hospital Cleburne	201 Walls Dr, Cleburne, TX 76033
Texas Health Harris Methodist Hospital Southlake	1545 E Southlake Blvd, Southlake, TX 76092
Texas Health Harris Methodist Hospital Southwest Fort Worth	6100 Harris Pkwy, Fort Worth, TX 76132
Texas Health Harris Methodist Hospital Stephenville	411 N Belknap St, Stephenville, TX 76401
Texas Health Heart & Vascular Hospital Arlington	811 Wright St, Arlington, TX 76012
Texas Health HEB	1600 Hospital Pkwy, Bedford, TX 76022
Texas Health Hospital Frisco	12400 N Dallas Pkwy, Frisco, TX 75033
Texas Health Presbyterian Hospital Dallas	8200 Walnut Hill Ln, Dallas, TX 75231
Texas Health Presbyterian Hospital Allen	1105 Central Expressway N, Allen, TX 75013
Texas Health Presbyterian Hospital Denton	3000 N I-35, Denton, TX 76201
Texas Health Presbyterian Hospital Flower Mound	4400 Long Prairie Rd, Flower Mound, TX 75028
Texas Health Presbyterian Hospital Kaufman	850 Ed Hall, Kaufman, TX 75142
Texas Health Presbyterian Hospital Plano	6200 W Parker Rd, Plano, TX 75093
Texas Health Presbyterian Hospital Rockwall	3150 Horizon Rd, Rockwall, TX 75032

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Texas Health Resources
Arlington, TX United States

Certificate Number:
2024-1201924

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Tarrant County Public Health

Date Filed:
08/16/2024

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
TarrantTHRSys24
Healthcare Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Texas Health Resources	Arlington, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

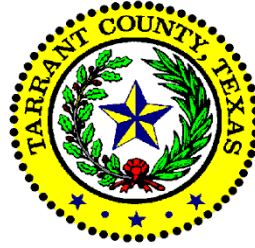
My name is Joey Sudomir, and my date of birth is January 23, 1975.

My address is 612 E. Lamar Blvd., Arlington, TX, 76011, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 16th day of August, 2024.
(month) (year)

Joseph Sudomir
Signature of authorized agent of contracting business entity
(Declarant)



Debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you or your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Rebekah Stewart (Name)
Texas Health Resources, System Compliance (Company)
612 E Lamar Blvd, Suite 1400 (Address)
Arlington, TX 76011 (Address)
01-971-6773 _____ (DUNS Number)

PHONE 682.236.7805 FAX 682-236-7055
EMAIL rebekahstewart@texashealth.org

Rebekah M. Stewart Signature 08/07/24 Date

**Vendor Certification Addendum to Tarrant County Contracts
Entered Into on or After September 1, 2021
Required by New Texas State Laws**

This Addendum relates to the following contract: THR Syndromic Surveillance DUA

For All County Contracts Entered into on or after September 1, 2021, Vendor Must Certify:

Vendor is EXEMPT from Certification regarding Energy Companies and Firearm Entities or Firearm Trade Associations:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$ 100,00.000 or more that is to be paid wholly or partly from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by [87th Legislature, S.B. 13](#)), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by [87th Legislature, S.B. 13](#)) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by [87th Legislature, S.B. 19](#)), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by [87th Legislature, S.B. 19](#)) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*:

(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

Vendor is EXEMPT from Certification as set out above.

Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

CERTIFIED by:

Barbara Ray
Signature of Certifying Person

Barbara Ray
Printed Name of Certifying Person

Director Quality Measurement & Reporting
Title of Certifying Person

Texas Health Resources
Name of Vendor Company

7/18/2024
Date Certified



STATE OF TEXAS §
§
COUNTY OF TARRANT §

**SYNDROMIC SURVEILLANCE
DATA USE AGREEMENT**

This Data Use Agreement (“DUA”) between Tarrant County, Texas on behalf of Tarrant County Public Health (“TCPH”) and Texas Institute for Surgery (“PROVIDER”) documents the conditions for sharing confidential information or limited dataset(s) to support public health syndromic surveillance. The Commissioners Court finds that this agreement serves a public purpose in protecting the public health of the citizens of Tarrant County, Texas.

This DUA supersedes all prior agreements between the parties with respect to syndromic surveillance data. With the execution and approval of this DUA, all such prior agreements are hereby terminated and deemed of no further force or effect.

This DUA is **effective** upon a fully executed agreement and shall remain in effect for a period of ten (10) years from the date the agreement is signed by the last party with signatory authority to execute the agreement.

DEFINITIONS

Authorized User means a recipient’s employees, agents, assigns, representatives, independent contractors, or other persons or entities authorized by the data recipient to access, use or disclose information through this agreement.

Breach of Confidentiality means unauthorized access, use or disclosure of information received under this agreement. Disclosure may be oral or written, in any form or medium.

Breach of Security means an action (either intentional or unintentional) that bypasses security controls or violates security policies, practices, or procedures.

Confidential Information means information that is protected from public disclosure by law.

Data Storage means electronic media with information recorded on it, such as CDs/DVDs, computers and similar devices.

Data Transmission means the process of transferring information across a network from a sender (or source) to one or more destinations.

Direct Identifiers in research data or records include:

- Names
- postal address information (other than town or city, state, and zip code)
- telephone numbers, fax numbers, e-mail addresses
- social security numbers
- medical record numbers
- health plan beneficiary numbers
- account numbers
- certificate /license numbers
- vehicle identifiers and serial numbers, including license plate numbers
- device identifiers and serial numbers
- web universal resource locators (URLs)
- internet protocol (IP) address numbers
- biometric identifiers, including finger and voice prints
- and full-face photographic images and any comparable images

Disclosure means to permit access to or release, transfer, or other communication of confidential information by any means including oral, written, or electronic means, to any party except the party identified or the party that provided or created the record.

Encryption means the use of algorithms to encode data making it impossible to read without a specific piece of information, which is commonly referred to as a “key”. Depending on the type of information shared, encryption may be required during data transmissions, and/or data storage.

ESSENCE The Electronic Surveillance System for the Early Notification of Community-based Epidemics (ESSENCE) is a surveillance tool for monitoring, analyzing, and responding to syndromic surveillance data. Authorized users can access, through a web browser, the North Texas Syndromic Surveillance (NTXSS) ESSENCE and/or the CDC National Syndromic Surveillance Program (NSSP) ESSENCE. The NTXSS ESSENCE contains syndromic surveillance data from Texas Public Health Region 2/3. The NSSP ESSENCE contains syndromic surveillance data from Texas Public Health Region 2/3 and other participating public health jurisdictions.

Human Research Review is the process used by institutions that conduct human subject research to ensure that:

- the rights and welfare of human subjects are adequately protected,
- the risks to human subjects are minimized, are not unreasonable, and are outweighed by the potential benefits to them or by the knowledge gained, and
- the proposed study design and methods are adequate and appropriate in light of the stated research objectives.

Research that involves human subjects or their identifiable personal records should be

reviewed and approved by an Institutional Review Board (IRB) per requirements in federal and state laws and regulations and state agency policies.

Identifiable Data or Records contains information that reveals or can likely associate the identity of the person or persons to whom the data or records pertain. Research data or records with direct identifiers removed, but which retain indirect identifiers, are still considered identifiable.

Indirect Identifiers are indirect identifiers in research data or records that include all geographic identifiers smaller than a state, including street address, city, county, precinct, zip code, and their equivalent postal codes, except for the initial three digits of a zip code; all elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, date of death; and all ages over 89 and all elements of dates (including year) indicative of such age, except that such age and elements may be aggregated into a single category of age 90 or older.

Limited Dataset is a subset of Protected Health Information (PHI) that can be used and disclosed by a covered entity without authorization from the patient in certain circumstances. It can be used for the purposes of research, public health, or healthcare operations only, and may be disclosed only pursuant to a data use agreement. A limited dataset includes potentially identifiable information but does not contain direct identifiers.

Potentially Identifiable Information means information that includes indirect identifiers which may permit linking an individual to that person's health care information.

Examples of potentially identifiable information include:

- birth dates,
- admission, treatment or diagnosis dates,
- healthcare facility codes,
- other data elements that may identify an individual. These vary depending on factors such as the geographical location and the rarity of a person's health condition, age, or other characteristic.

Provider may refer to an individual hospital or a larger legal enterprise such as a health system or hospital network ("system") where the system would add or remove participating individual hospitals in writing to TCPH, eliminating the need for a DUA with each hospital.

Syndromic Surveillance provides public health officials with a timely system for detecting, understanding, and monitoring health events. By tracking symptoms of patients in emergency departments—before a diagnosis is confirmed—public health can detect unusual levels of illness to determine whether a response is warranted.

Syndromic data can serve as an early warning system for public health concerns such as flu outbreaks and have been used in responses for opioid overdoses, lung injury associated with e-cigarette or vaping product use, Zika virus infection, and natural disasters.

PURPOSE

TCPH, through its Office of Health Informatics (“INFORMATICS”) provides disease surveillance, detection, and investigation in support of public health promoting interoperability (previously meaningful use) initiatives. Working with health care providers and other health departments across North Texas, INFORMATICS maintains a regional syndromic surveillance network.

Several benefits may accrue for participating health care providers, including but not necessarily limited to:

- The ability to view and analyze their own data using one of the surveillance software systems available from INFORMATICS,
- Access to surveillance system-generated information from INFORMATICS or other health departments concerning disease outbreaks and patterns,
- The ability to meet the Medicare Promoting Interoperability Program requirements for Public Health and Clinical Data Exchange measures,
- Certain intangibles associated with providing support for regional efforts to help protect the public health and support meaningful use of electronic health information.

I. SCOPE OF SERVICES

PROVIDER shall transmit to TCPH electronic health data (“data”) for the timely awareness of disease trends to support syndromic surveillance activities, including the ongoing analysis of existing health data for unusual increases in syndromes. Data may be a limited dataset or may include other confidential information permitted by law.

TCPH may only use or disclose data for the purposes of research, public health, or healthcare operations provided that such use or disclosure would not violate the privacy rule if done by PROVIDER. All other uses not authorized by this DUA are prohibited. TCPH represents and warrants to PROVIDER that its intended uses or disclosures of the data are for these purposes.

II. DATA DELIVERABLES

PROVIDER agrees to disclose a dataset which follows the TNTXSS Implementation Guide v1.0, included with this DUA as Attachment 1.

- A. PROVIDER will engage in testing and validation processes and shall meet required data quality metrics as established by TCPH.
- B. PROVIDER will make a reasonable effort to maintain a stable production feed and address any data transmission or data quality issue in a timely manner.
- C. TCPH will coordinate any assistance available from its technical partners to help establish, test, and ultimately maintain the approved methods of data sharing.

- D. TCPH will provide one or more authorized users at PROVIDER with access rights to view PROVIDER data and aggregate, de-identified health data received through the regional syndromic surveillance network.

III. USE OF DATA and AUTHORIZED USERS

TCPH is authorized under the Texas Health and Safety Code to obtain, use, and disclose syndromic surveillance data.

TCPH agrees to only share data received from PROVIDER:

- A. As permitted or required by law.
- B. In aggregate form to authorized partner agencies or to the public.
- C. To the following AUTHORIZED USERS:
 - Public health agencies serving the Texas Department of State Health Services (DSHS) Region 2/3,
 - Business Associates under contract with TCPH to perform data hosting, surveillance, and technical support,
 - The Centers for Disease Control and Prevention (CDC), in support of the National Syndromic Surveillance Program and for special projects,
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 - Other hospitals that participate in the North Texas Syndromic Surveillance network established and maintained by TCPH, provided that such data sharing is limited to read-only access of aggregate, de-identified health data received through the network.

TCPH shall maintain a list of all current authorized users of its syndromic surveillance data and to make such list available to PROVIDER within three (3) business days upon receipt of a written request from PROVIDER.

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PROVIDER data will be received and stored securely. TCPH shall use reasonable efforts (based on industry best practices) to secure, protect and manage all data received from PROVIDER.

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Any ambiguity in these specifications shall be resolved in favor of a meaning that permits PROVIDER to comply with the privacy rule.

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TCPH shall:

- A. Ensure that any agents, including a subcontractor, to whom it provides the data set agrees to the same restrictions and conditions that apply to TCPH with respect to this DUA.
- B. Not attempt to determine the identity of, nor contact, any person whose information is contained in the data set unless such actions are necessary as part of a public health disease investigation or otherwise fall within public health authority as provided by Texas law.

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PROVIDER is responsible for its incurred expenses in performing this DUA unless otherwise noted.

To the extent permitted by the Constitution and the laws of the State of Texas, PROVIDER indemnifies and holds harmless the COUNTY against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, resulting from PROVIDERS's negligent performance of its obligations under this DUA.

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PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This DUA does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This DUA does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

VIII. ASSIGNMENT

Neither party may assign this DUA without the prior written consent of the other party.

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Either party may terminate this DUA by:

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- B. Providing, in the written notice, the date of termination.
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XIII. CONTACT INFORMATION

	TARRANT COUNTY	PROVIDER
Organization Name	Tarrant County Public Health	Texas Institute for Surgery
Business Contact		
Title	Manager, Health Informatics	President/CEO
Address	1101 S. Main Street Fort Worth, TX 76104	7115 Greenville Ave Dallas, TX 75231
Telephone #	(817) 321-4877	(214) 647-5392
Email Address	Syndromic@tarrantcountvtx.gov	john.croley@tifs.org
IT Security Contact		
Title	Information Security Officer	Director of Clinical Support
Address	200 Taylor Street	7115 Greenville Ave

	Fort Worth, TX 76196	Dallas, TX 75231
Telephone #	(817) 212-7468	(214) 647-5469
Email Address	rdscott2@tarrantcountvtx.gov	jesse.wallace@tifs.org
Privacy Contact		
Title	Compliance & Privacy Officer	Director of Compliance
Address	1101 S. Main Street Fort Worth, TX 76104	7115 Greenville Ave Dallas, TX 75231
Telephone #	(817) 884-2361	(214) 647-8502
Email Address	PHCompliance@tarrantcountvtx.gov	AndreL.Coleman@tifs.org

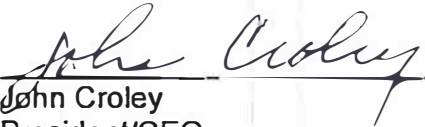
SIGNATURES

SIGNED AND EXECUTED this _____ day of _____, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

PROVIDER

Tim O'Hare
County Judge



John Croley
President/CEO

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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Texas Institute for Surgery
Dallas , TX United States

Certificate Number:
2024-1219789

Date Filed:
09/26/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Tarrant County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
TarrantTIFSSys24
Syndromic Surveillance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is John Crowley, and my date of birth is 3-14-1946.

My address is 7115 Greenville Ave #215, DALLAS, TX, 75231, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in DALLAS County, State of TEXAS, on the 26 day of Sept, 2024.
(month) (year)

John Crowley
Signature of authorized agent of contracting business entity
(Declarant)



Debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you or your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

John Croley (Name)
Texas Institute for Surgery (Company)
7115 Greenville Ave (Address)
Dallas Texas 75231 (Address)
179615294 (DUNS Number)

PHONE 214 647 5300 -- FAX 5301
EMAIL john.croley @ tifs.org

John Croley Signature 9.26.24 Date

**Vendor Certification Addendum to Tarrant County Contracts
Entered Into on or After September 1, 2021
Required by New Texas State Laws**

This Addendum relates to the following contract: _____

For All County Contracts Entered into on or after September 1, 2021, Vendor Must Certify:

Vendor is EXEMPT from Certification regarding Energy Companies and Firearm Entities or Firearm Trade Associations:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$ 100,00.000 or more that is to be paid wholly or partly from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*:

(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

Vendor is EXEMPT from Certification as set out above.

Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

CERTIFIED by:


Signature of Certifying Person

JOHN CROWLEY
Printed Name of Certifying Person

President
Title of Certifying Person

TEXAS INSTITUTE FOR SURGERY
Name of Vendor Company

9-24-2024
Date Certified



STATE OF TEXAS §
 §
COUNTY OF TARRANT §

**SYNDROMIC SURVEILLANCE
DATA USE AGREEMENT**

This Data Use Agreement (“DUA”) between Tarrant County, Texas on behalf of Tarrant County Public Health (“TCPH”) and Throckmorton County Memorial Hospital (“PROVIDER”) documents the conditions for sharing confidential information or limited dataset(s) to support public health syndromic surveillance. The Commissioners Court finds that this agreement serves a public purpose in protecting the public health of the citizens of Tarrant County, Texas.

This DUA supersedes all prior agreements between the parties with respect to syndromic surveillance data. With the execution and approval of this DUA, all such prior agreements are hereby terminated and deemed of no further force or effect.

This DUA is **effective** upon a fully executed agreement and shall remain in effect for a period of ten (10) years from the date the agreement is signed by the last party with signatory authority to execute the agreement.

DEFINITIONS

Authorized User means a recipient’s employees, agents, assigns, representatives, independent contractors, or other persons or entities authorized by the data recipient to access, use or disclose information through this agreement.

Breach of Confidentiality means unauthorized access, use or disclosure of information received under this agreement. Disclosure may be oral or written, in any form or medium.

Breach of Security means an action (either intentional or unintentional) that bypasses security controls or violates security policies, practices, or procedures.

Confidential Information means information that is protected from public disclosure by law.

Data Storage means electronic media with information recorded on it, such as CDs/DVDs, computers and similar devices.

Data Transmission means the process of transferring information across a network from a sender (or source) to one or more destinations.

Direct Identifiers in research data or records include:

- Names
- postal address information (other than town or city, state, and zip code)
- telephone numbers, fax numbers, e-mail addresses
- social security numbers
- medical record numbers
- health plan beneficiary numbers
- account numbers
- certificate /license numbers
- vehicle identifiers and serial numbers, including license plate numbers
- device identifiers and serial numbers
- web universal resource locators (URLs)
- internet protocol (IP) address numbers
- biometric identifiers, including finger and voice prints
- and full-face photographic images and any comparable images

Disclosure means to permit access to or release, transfer, or other communication of confidential information by any means including oral, written, or electronic means, to any party except the party identified or the party that provided or created the record.

Encryption means the use of algorithms to encode data making it impossible to read without a specific piece of information, which is commonly referred to as a “key”. Depending on the type of information shared, encryption may be required during data transmissions, and/or data storage.

ESSENCE The Electronic Surveillance System for the Early Notification of Community-based Epidemics (ESSENCE) is a surveillance tool for monitoring, analyzing, and responding to syndromic surveillance data. Authorized users can access, through a web browser, the North Texas Syndromic Surveillance (NTXSS) ESSENCE and/or the CDC National Syndromic Surveillance Program (NSSP) ESSENCE. The NTXSS ESSENCE contains syndromic surveillance data from Texas Public Health Region 2/3. The NSSP ESSENCE contains syndromic surveillance data from Texas Public Health Region 2/3 and other participating public health jurisdictions.

Human Research Review is the process used by institutions that conduct human subject research to ensure that:

- the rights and welfare of human subjects are adequately protected,
- the risks to human subjects are minimized, are not unreasonable, and are outweighed by the potential benefits to them or by the knowledge gained, and
- the proposed study design and methods are adequate and appropriate in light of the stated research objectives.

Research that involves human subjects or their identifiable personal records should be

reviewed and approved by an Institutional Review Board (IRB) per requirements in federal and state laws and regulations and state agency policies.

Identifiable Data or Records contains information that reveals or can likely associate the identity of the person or persons to whom the data or records pertain. Research data or records with direct identifiers removed, but which retain indirect identifiers, are still considered identifiable.

Indirect Identifiers are indirect identifiers in research data or records that include all geographic identifiers smaller than a state, including street address, city, county, precinct, zip code, and their equivalent postal codes, except for the initial three digits of a zip code; all elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, date of death; and all ages over 89 and all elements of dates (including year) indicative of such age, except that such age and elements may be aggregated into a single category of age 90 or older.

Limited Dataset is a subset of Protected Health Information (PHI) that can be used and disclosed by a covered entity without authorization from the patient in certain circumstances. It can be used for the purposes of research, public health, or healthcare operations only, and may be disclosed only pursuant to a data use agreement. A limited dataset includes potentially identifiable information but does not contain direct identifiers.

Potentially Identifiable Information means information that includes indirect identifiers which may permit linking an individual to that person's health care information. Examples of potentially identifiable information include:

- birth dates,
- admission, treatment or diagnosis dates,
- healthcare facility codes,
- other data elements that may identify an individual. These vary depending on factors such as the geographical location and the rarity of a person's health condition, age, or other characteristic.

Provider may refer to an individual hospital or a larger legal enterprise such as a health system or hospital network ("system") where the system would add or remove participating individual hospitals in writing to TCPH, eliminating the need for a DUA with each hospital.

Syndromic Surveillance provides public health officials with a timely system for detecting, understanding, and monitoring health events. By tracking symptoms of patients in emergency departments—before a diagnosis is confirmed—public health can detect unusual levels of illness to determine whether a response is warranted. Syndromic data can serve as an early warning system for public health concerns such as flu outbreaks and have been used in responses for opioid overdoses, lung injury associated with e-cigarette or vaping product use, Zika virus infection, and natural disasters.

PURPOSE

TCPH, through its Office of Health Informatics (“INFORMATICS”) provides disease surveillance, detection, and investigation in support of public health promoting interoperability (previously meaningful use) initiatives. Working with health care providers and other health departments across North Texas, INFORMATICS maintains a regional syndromic surveillance network.

Several benefits may accrue for participating health care providers, including but not necessarily limited to:

- The ability to view and analyze their own data using one of the surveillance software systems available from INFORMATICS,
- Access to surveillance system-generated information from INFORMATICS or other health departments concerning disease outbreaks and patterns,
- The ability to meet the Medicare Promoting Interoperability Program requirements for Public Health and Clinical Data Exchange measures,
- Certain intangibles associated with providing support for regional efforts to help protect the public health and support meaningful use of electronic health information.

I. SCOPE OF SERVICES

PROVIDER shall transmit to TCPH electronic health data (“data”) for the timely awareness of disease trends to support syndromic surveillance activities, including the ongoing analysis of existing health data for unusual increases in syndromes. Data may be a limited dataset or may include other confidential information permitted by law.

TCPH may only use or disclose data for the purposes of research, public health, or healthcare operations provided that such use or disclosure would not violate the privacy rule if done by PROVIDER. All other uses not authorized by this DUA are prohibited. TCPH represents and warrants to PROVIDER that its intended uses or disclosures of the data are for these purposes.

II. DATA DELIVERABLES

PROVIDER agrees to disclose a dataset which follows the TNTXSS Implementation Guide v1.0, included with this DUA as Attachment 1.

- A. PROVIDER will engage in testing and validation processes and shall meet required data quality metrics as established by TCPH.
- B. PROVIDER will make a reasonable effort to maintain a stable production feed and address any data transmission or data quality issue in a timely manner.
- C. TCPH will coordinate any assistance available from its technical partners to help establish, test, and ultimately maintain the approved methods of data sharing.

- D. TCPH will provide one or more authorized users at PROVIDER with access rights to view PROVIDER data and aggregate, de-identified health data received through the regional syndromic surveillance network.

III. USE OF DATA and AUTHORIZED USERS

TCPH is authorized under the Texas Health and Safety Code to obtain, use, and disclose syndromic surveillance data.

TCPH agrees to only share data received from PROVIDER:

- A. As permitted or required by law.
- B. In aggregate form to authorized partner agencies or to the public.
- C. To the following AUTHORIZED USERS:
 - Public health agencies serving the Texas Department of State Health Services (DSHS) Region 2/3,
 - Business Associates under contract with TCPH to perform data hosting, surveillance, and technical support,
 - The Centers for Disease Control and Prevention (CDC), in support of the National Syndromic Surveillance Program and for special projects,
 - DSHS in support of the Texas Syndromic Surveillance Program,
 - Other hospitals that participate in the North Texas Syndromic Surveillance network established and maintained by TCPH, provided that such data sharing is limited to read-only access of aggregate, de-identified health data received through the network.

TCPH shall maintain a list of all current authorized users of its syndromic surveillance data and to make such list available to PROVIDER within three (3) business days upon receipt of a written request from PROVIDER.

IV. SAFEGUARDING INFORMATION

PROVIDER and TCPH shall send and receive health data in a secure, confidential manner in compliance with all applicable laws governing the protection of confidential and identifiable data. Nothing in this agreement shall be construed to limit the authority of TCPH to conduct disease surveillance, investigation, control and reporting functions provided by Texas law.

PROVIDER data will be received and stored securely. TCPH shall use reasonable efforts (based on industry best practices) to secure, protect and manage all data received from PROVIDER.

PROVIDER and TCPH will promptly report to each other in writing any use or disclosure of the data set not provided for by this DUA.

Both parties agree to amend these specifications as necessary from time to time to allow either party to comply with the requirements of the privacy rule and Health Insurance Portability and Accountability Act (HIPAA).

Any ambiguity in these specifications shall be resolved in favor of a meaning that permits PROVIDER to comply with the privacy rule.

V. SPECIAL TERMS AND CONDITIONS

TCPH shall:

- A. Ensure that any agents, including a subcontractor, to whom it provides the data set agrees to the same restrictions and conditions that apply to TCPH with respect to this DUA.
- B. Not attempt to determine the identity of, nor contact, any person whose information is contained in the data set unless such actions are necessary as part of a public health disease investigation or otherwise fall within public health authority as provided by Texas law.

VI. FINANCIAL RESPONSIBILITY & INDEMNIFICATION

PROVIDER is responsible for its incurred expenses in performing this DUA unless otherwise noted.

To the extent permitted by the Constitution and the laws of the State of Texas, PROVIDER indemnifies and holds harmless the COUNTY against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, resulting from PROVIDERS's negligent performance of its obligations under this DUA.

VII. AGENCY-INDEPENDENT CONTRACT

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This DUA does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This DUA does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

VIII. ASSIGNMENT

Neither party may assign this DUA without the prior written consent of the other party.

IX. THIRD PARTY BENEFICIARY EXCLUDED

This DUA does not protect any specific third party. The intent of this contract excludes the idea of a suit by a third-party beneficiary. The parties to this DUA do not consent to the waiver of sovereign immunity under Texas law to the extent either party may have that immunity under Texas law.

X. MISCELLANEOUS

This DUA supersedes all prior representations. The parties may amend this DUA by subsequent written amendments. The parties will not amend this DUA orally. The laws of the State of Texas govern this DUA. Venue for any action regarding this DUA must be in the district courts of Tarrant County, Texas.

XI. TERMINATION

Either party may terminate this DUA by:

- A. Providing written notice to the other party at least 30 days prior to the date of termination.
- B. Providing, in the written notice, the date of termination.
- C. Sending the written notice by certified mail, return receipt requested to the party at its address.

XII. GOVERNING LAW AND VENUE

This Data Use Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this DUA 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.

XIII. CONTACT INFORMATION

	TARRANT COUNTY	PROVIDER
Organization Name	Tarrant County Public Health	Throckmorton County Memorial Hospital
Business Contact		
Title	Manager, Health Informatics	COO
Address	1101 S. Main Street Fort Worth, TX 76104	P.O. Box 729 Throckmorton, TX 76483
Telephone #	(817) 321-4877	(940) 849-2151
Email Address	Syndromic@tarrantcountytx.gov	kbenson@throckmortonhospital.com

IT Security Contact		
Title	Information Security Officer	IT Services
Address	200 Taylor Street Fort Worth, TX 76196	P.O. Box 729 Throckmorton, TX 76483
Telephone #	(817) 212-7468	(940) 849-2151
Email Address	rdscott2@tarrantcountytx.gov	randy.bowers@syntrio.net
Privacy Contact		
Title	Compliance & Privacy Officer	CNO
Address	1101 S. Main Street Fort Worth, TX 76104	P.O. Box 729 Throckmorton, TX 76483
Telephone #	(817) 884-2361	(940) 849-2151
Email Address	PHCompliance@tarrantcountytx.gov	vossk@windstream.net


SIGNATURES

SIGNED AND EXECUTED this _____ day of _____, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

PROVIDER

Tim O'Hare
County Judge



Kirby D. Gober, DVM
CEO

10152024

APPROVED AS TO FORM:

Kimberly Colliet Wesley
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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Throckmorton County Memorial Hospital
 Throckmorton, TX United States

Certificate Number:
 2024-1219398

Date Filed:
 09/25/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

TarrantThrockmortonSys24
 Syndromic Surveillance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Kirby D. Gober, and my date of birth is 12/28/1951.

My address is 802 N. minter Ave. (street), Throckmorton (city), TX (state), 76483 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Throckmorton County, State of Texas, on the 27 day of September 2024.
 (month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)



Debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you or your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____ Kirby D. Gober, DVM _____ (Name)
_____ Throckmorton County Memorial Hospital (Company)
_____ P.O. Box 729/802 N. Minter Ave _____ (Address)
_____ Throckmorton, TX 76483 _____ (Address)
_____ 926290180 _____ (DUNS Number)

PHONE __940-849-2151__ -- FAX ____940-849-7141____

EMAIL __kgober@throckmortonhospital.com____

K. D. Gober Signature 9-26-24 Date

**Vendor Certification Addendum to Tarrant County Contracts
Entered Into on or After September 1, 2021
Required by New Texas State Laws**

This Addendum relates to the following contract: Tarrant Throckmorton Sys 24

For All County Contracts Entered into on or after September 1, 2021, Vendor Must Certify:

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Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$ 100,00.000 or more that is to be paid wholly or partly from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by [87th Legislature, S.B. 13](#)), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by [87th Legislature, S.B. 13](#)) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

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CERTIFIED by:


Signature of Certifying Person

Kirby D. Gober, DVM
Printed Name of Certifying Person

CEO
Title of Certifying Person

Throckmorton County
Memorial Hospital
Name of Vendor Company

09-25-2024
Date Certified



STATE OF TEXAS §
 §
COUNTY OF TARRANT §

**SYNDROMIC SURVEILLANCE
DATA USE AGREEMENT**

This Data Use Agreement (“DUA”) between Tarrant County, Texas on behalf of Tarrant County Public Health (“TCPH”) and United Surgical Partners International, Inc. on behalf of its affiliated facilities licensed by the State of Texas (each a “PROVIDER”) documents the conditions for sharing confidential information or limited dataset(s) to support public health syndromic surveillance. The Commissioners Court finds that this agreement serves a public purpose in protecting the public health of the citizens of Tarrant County, Texas.

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- B. PROVIDER will make a reasonable effort to maintain a stable production feed and address any data transmission or data quality issue in a timely manner.
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- D. TCPH will provide one or more authorized users at PROVIDER with access rights to view PROVIDER data and aggregate, de-identified health data received through the regional syndromic surveillance network.

III. USE OF DATA and AUTHORIZED USERS

TCPH is authorized under the Texas Health and Safety Code to obtain, use, and disclose syndromic surveillance data.

TCPH agrees to only share data received from PROVIDER:

- A. As permitted or required by law.
- B. In aggregate form to authorized partner agencies or to the public.
- C. To the following AUTHORIZED USERS:
 - Public health agencies serving the Texas Department of State Health Services (DSHS) Region 2/3,
 - Business Associates under contract with TCPH to perform data hosting, surveillance, and technical support,
 - The Centers for Disease Control and Prevention (CDC), in support of the National Syndromic Surveillance Program and for special projects,
 - DSHS in support of the Texas Syndromic Surveillance Program,
 - Other hospitals that participate in the North Texas Syndromic Surveillance network established and maintained by TCPH, provided that such data sharing is limited to read-only access of aggregate, de-identified health data received through the network.

TCPH shall maintain a list of all current authorized users of its syndromic surveillance data and to make such list available to PROVIDER within three (3) business days upon receipt of a written request from PROVIDER.

IV. SAFEGUARDING INFORMATION

PROVIDER and TCPH shall send and receive health data in a secure, confidential manner in compliance with all applicable laws governing the protection of confidential and identifiable data. Nothing in this agreement shall be construed to limit the authority of TCPH to conduct disease surveillance, investigation, control and reporting functions provided by Texas law.

PROVIDER data will be received and stored securely. TCPH shall use reasonable efforts (based on industry best practices) to secure, protect and manage all data received from PROVIDER.

PROVIDER and TCPH will promptly report to each other in writing any use or disclosure of the data set not provided for by this DUA.

Both parties agree to amend these specifications as necessary from time to time to allow either party to comply with the requirements of the privacy rule and Health Insurance Portability and Accountability Act (HIPAA).

Any ambiguity in these specifications shall be resolved in favor of a meaning that permits PROVIDER to comply with the privacy rule.

V. SPECIAL TERMS AND CONDITIONS

TCPH shall:

- A. Ensure that any agents, including a subcontractor, to whom it provides the data set agrees to the same restrictions and conditions that apply to TCPH with respect to this DUA.
- B. Not attempt to determine the identity of, nor contact, any person whose information is contained in the data set unless such actions are necessary as part of a public health disease investigation or otherwise fall within public health authority as provided by Texas law.

VI. FINANCIAL RESPONSIBILITY & INDEMNIFICATION

PROVIDER is responsible for its incurred expenses in performing this DUA unless otherwise noted.

To the extent permitted by the Constitution and the laws of the State of Texas, PROVIDER indemnifies and holds harmless the COUNTY against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, resulting from PROVIDERS's negligent performance of its obligations under this DUA.

VII. AGENCY-INDEPENDENT CONTRACT

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This DUA does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This DUA does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

VIII. ASSIGNMENT

Neither party may assign this DUA without the prior written consent of the other party.

IX. THIRD PARTY BENEFICIARY EXCLUDED

This DUA does not protect any specific third party. The intent of this contract excludes the idea of a suit by a third-party beneficiary. The parties to this DUA do not consent to the waiver of sovereign immunity under Texas law to the extent either party may have that immunity under Texas law.

X. MISCELLANEOUS

This DUA supersedes all prior representations. The parties may amend this DUA by subsequent written amendments. The parties will not amend this DUA orally. The laws of the State of Texas govern this DUA. Venue for any action regarding this DUA must be in the district courts of Tarrant County, Texas.

XI. TERMINATION

Either party may terminate this DUA by:

- A. Providing written notice to the other party at least 30 days prior to the date of termination.
- B. Providing, in the written notice, the date of termination.
- C. Sending the written notice by certified mail, return receipt requested to the party at its address.

XII. GOVERNING LAW AND VENUE

This Data Use Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this DUA 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.

XIII. CONTACT INFORMATION

	TARRANT COUNTY	PROVIDER
Organization Name	Tarrant County Public Health	United Surgical Partners International, Inc.
Business Contact		
Title	Manager, Health Informatics	Director, Regulatory Reporting Systems
Address	1101 S. Main Street Fort Worth, TX 76104	14201 Dallas Parkway Dallas, TX 75254
Telephone #	(817) 321-4877	210-237-2730
Email Address	Syndromic@tarrantcountytexas.gov	roxane.barrera@tenethealth.com

IT Security Contact		
Title	Information Security Officer	Manager IT Incident Response
Address	200 Taylor Street Fort Worth, TX 76196	14201 Dallas Parkway Dallas, TX 75254
Telephone #	(817) 212-7468	(830) 822-3600
Email Address	rdscott2@tarrantcountytexas.gov	Zachary.Havins@tenethealth.com
Privacy Contact		
Title	Compliance & Privacy Officer	Chief Privacy Officer
Address	1101 S. Main Street Fort Worth, TX 76104	14201 Dallas Parkway Dallas, TX 75254
Telephone #	(817) 884-2361	800-838-4427
Email Address	PHCompliance@tarrantcountytexas.gov	Matthew.Toms@tenethealth.com

SIGNATURES

SIGNED AND EXECUTED this _____ day of _____, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

PROVIDER

Tim O'Hare
County Judge

DocuSigned by:
Christopher Walden
8E610CE2829A4DC

Christopher Walden
VP, IS Applications

APPROVED AS TO FORM:

Kimberly Colliet Wesley

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.

EXHIBIT A: List of Participating Hospitals

Baylor Scott & White Medical Center - Trophy Club	2850 East Highway 114, Trophy Club, TX 76262
Baylor Scott & White Orthopedic and Spine Hospital - Uptown	2727 East Lemmon Avenue, Dallas, TX 75204
Baylor Scott & White Orthopedic and Spine Hospital - Arlington	707 Highlander Blvd, Arlington, TX 76015
Baylor Scott & White Surgical Hospital - Fort Worth	1800 Park Place Ave, Fort Worth, TX 76110
Baylor Scott & White Surgical Hospital at Sherman	3601 N. Calais Street, Sherman, TX 75090
Baylor Scott and White Medical Center - Sunnyvale	231 South Collins Road, Sunnyvale, TX 75182
Baylor Surgical Hospital at Las Colinas	400 West I-635, Suite 101b, Irving, TX 75063
North Central Surgical Center	9301 North Central Expressway, Suite 100, Dallas, TX 75231

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2024-1178629

Date Filed:
 06/20/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Tenet Healthcare
 Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Tarrant County Public Health

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 TarrantTenetSys24
 Public Health reporting of Syndromic Surveillance Data

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

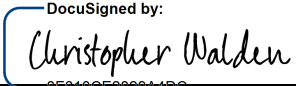
6 UNSWORN DECLARATION

My name is Christopher Walden, and my date of birth is 06/24/1969.

My address is 14201 Dallas Pwky, Dallas, FL, 32903, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County County, State of Texas, on the 8 day of 7, 202024.
(month) (year)

DocuSigned by:

 Signature of authorized agent of contracting business entity
 (Declarant)



Debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you or your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Christopher Walden _____(Name)
____ Tenet Healthcare _____(Company)
_ 14201 North Dallas Parkway_ (Address)
_____ Dallas, TX 75254 _____(Address)
_____ 053866661 _____(DUNS Number)

PHONE 3215764216 -- FAX _____
EMAIL Christopher.Walden@tenethealth.com _____

DocuSigned by:
 Signature 7/10/2024 | 10:57 AM CDT Date
8F610CE2829A4DC

**Vendor Certification Addendum to Tarrant County Contracts
Entered Into on or After September 1, 2021
Required by New Texas State Laws**

This Addendum relates to the following contract: Syndromic Surveillance Data Use Agreement

For All County Contracts Entered into on or after September 1, 2021, Vendor Must Certify:

Vendor is EXEMPT from Certification regarding Energy Companies and Firearm Entities or Firearm Trade Associations:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$ 100,00.000 or more that is to be paid wholly or partly from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by [87th Legislature, S.B. 13](#)), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by [87th Legislature, S.B. 13](#)) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by [87th Legislature, S.B. 19](#)), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by [87th Legislature, S.B. 19](#)) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*:

(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

X Vendor is EXEMPT from Certification as set out above.

 Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

CERTIFIED by:

DocuSigned by:

8F610CE2629A4DC...
Signature of Certifying Person

Christopher Walden
Printed Name of Certifying Person

VP, IS Applications
Title of Certifying Person

Tenet
Name of Vendor Company

7/3/2024 | 11:12 AM CDT
Date Certified



STATE OF TEXAS §
 §
COUNTY OF TARRANT §

**SYNDROMIC SURVEILLANCE
DATA USE AGREEMENT**

This Data Use Agreement (“DUA”) between Tarrant County, Texas on behalf of Tarrant County Public Health (“TCPH”) and Wilbarger General Hospital (“PROVIDER”) documents the conditions for sharing confidential information or limited dataset(s) to support public health syndromic surveillance. The Commissioners Court finds that this agreement serves a public purpose in protecting the public health of the citizens of Tarrant County, Texas.

This DUA supersedes all prior agreements between the parties with respect to syndromic surveillance data. With the execution and approval of this DUA, all such prior agreements are hereby terminated and deemed of no further force or effect.

This DUA is **effective** upon a fully executed agreement and shall remain in effect for a period of ten (10) years from the date the agreement is signed by the last party with signatory authority to execute the agreement.

DEFINITIONS

Authorized User means a recipient’s employees, agents, assigns, representatives, independent contractors, or other persons or entities authorized by the data recipient to access, use or disclose information through this agreement.

Breach of Confidentiality means unauthorized access, use or disclosure of information received under this agreement. Disclosure may be oral or written, in any form or medium.

Breach of Security means an action (either intentional or unintentional) that bypasses security controls or violates security policies, practices, or procedures.

Confidential Information means information that is protected from public disclosure by law.

Data Storage means electronic media with information recorded on it, such as CDs/DVDs, computers and similar devices.

Data Transmission means the process of transferring information across a network from a sender (or source) to one or more destinations.

Direct Identifiers in research data or records include:

- Names
- postal address information (other than town or city, state, and zip code)
- telephone numbers, fax numbers, e-mail addresses
- social security numbers
- medical record numbers
- health plan beneficiary numbers
- account numbers
- certificate /license numbers
- vehicle identifiers and serial numbers, including license plate numbers
- device identifiers and serial numbers
- web universal resource locators (URLs)
- internet protocol (IP) address numbers
- biometric identifiers, including finger and voice prints
- and full-face photographic images and any comparable images

Disclosure means to permit access to or release, transfer, or other communication of confidential information by any means including oral, written, or electronic means, to any party except the party identified or the party that provided or created the record.

Encryption means the use of algorithms to encode data making it impossible to read without a specific piece of information, which is commonly referred to as a “key”. Depending on the type of information shared, encryption may be required during data transmissions, and/or data storage.

ESSENCE The Electronic Surveillance System for the Early Notification of Community-based Epidemics (ESSENCE) is a surveillance tool for monitoring, analyzing, and responding to syndromic surveillance data. Authorized users can access, through a web browser, the North Texas Syndromic Surveillance (NTXSS) ESSENCE and/or the CDC National Syndromic Surveillance Program (NSSP) ESSENCE. The NTXSS ESSENCE contains syndromic surveillance data from Texas Public Health Region 2/3. The NSSP ESSENCE contains syndromic surveillance data from Texas Public Health Region 2/3 and other participating public health jurisdictions.

Human Research Review is the process used by institutions that conduct human subject research to ensure that:

- the rights and welfare of human subjects are adequately protected,
- the risks to human subjects are minimized, are not unreasonable, and are outweighed by the potential benefits to them or by the knowledge gained, and
- the proposed study design and methods are adequate and appropriate in light of the stated research objectives.

Research that involves human subjects or their identifiable personal records should be

reviewed and approved by an Institutional Review Board (IRB) per requirements in federal and state laws and regulations and state agency policies.

Identifiable Data or Records contains information that reveals or can likely associate the identity of the person or persons to whom the data or records pertain. Research data or records with direct identifiers removed, but which retain indirect identifiers, are still considered identifiable.

Indirect Identifiers are indirect identifiers in research data or records that include all geographic identifiers smaller than a state, including street address, city, county, precinct, zip code, and their equivalent postal codes, except for the initial three digits of a zip code; all elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, date of death; and all ages over 89 and all elements of dates (including year) indicative of such age, except that such age and elements may be aggregated into a single category of age 90 or older.

Limited Dataset is a subset of Protected Health Information (PHI) that can be used and disclosed by a covered entity without authorization from the patient in certain circumstances. It can be used for the purposes of research, public health, or healthcare operations only, and may be disclosed only pursuant to a data use agreement. A limited dataset includes potentially identifiable information but does not contain direct identifiers.

Potentially Identifiable Information means information that includes indirect identifiers which may permit linking an individual to that person's health care information.

Examples of potentially identifiable information include:

- birth dates,
- admission, treatment or diagnosis dates,
- healthcare facility codes,
- other data elements that may identify an individual. These vary depending on factors such as the geographical location and the rarity of a person's health condition, age, or other characteristic.

Provider may refer to an individual hospital or a larger legal enterprise such as a health system or hospital network ("system") where the system would add or remove participating individual hospitals in writing to TCPH, eliminating the need for a DUA with each hospital.

Syndromic Surveillance provides public health officials with a timely system for detecting, understanding, and monitoring health events. By tracking symptoms of patients in emergency departments—before a diagnosis is confirmed—public health can detect unusual levels of illness to determine whether a response is warranted. Syndromic data can serve as an early warning system for public health concerns such as flu outbreaks and have been used in responses for opioid overdoses, lung injury associated with e-cigarette or vaping product use, Zika virus infection, and natural disasters.

PURPOSE

TCPH, through its Office of Health Informatics (“INFORMATICS”) provides disease surveillance, detection, and investigation in support of public health promoting interoperability (previously meaningful use) initiatives. Working with health care providers and other health departments across North Texas, INFORMATICS maintains a regional syndromic surveillance network.

Several benefits may accrue for participating health care providers, including but not necessarily limited to:

- The ability to view and analyze their own data using one of the surveillance software systems available from INFORMATICS,
- Access to surveillance system-generated information from INFORMATICS or other health departments concerning disease outbreaks and patterns,
- The ability to meet the Medicare Promoting Interoperability Program requirements for Public Health and Clinical Data Exchange measures,
- Certain intangibles associated with providing support for regional efforts to help protect the public health and support meaningful use of electronic health information.

I. SCOPE OF SERVICES

PROVIDER shall transmit to TCPH electronic health data (“data”) for the timely awareness of disease trends to support syndromic surveillance activities, including the ongoing analysis of existing health data for unusual increases in syndromes. Data may be a limited dataset or may include other confidential information permitted by law.

TCPH may only use or disclose data for the purposes of research, public health, or healthcare operations provided that such use or disclosure would not violate the privacy rule if done by PROVIDER. All other uses not authorized by this DUA are prohibited. TCPH represents and warrants to PROVIDER that its intended uses or disclosures of the data are for these purposes.

II. DATA DELIVERABLES

PROVIDER agrees to disclose a dataset which follows the TNTXSS Implementation Guide v1.0, included with this DUA as Attachment 1.

- A. PROVIDER will engage in testing and validation processes and shall meet required data quality metrics as established by TCPH.
- B. PROVIDER will make a reasonable effort to maintain a stable production feed and address any data transmission or data quality issue in a timely manner.
- C. TCPH will coordinate any assistance available from its technical partners to help establish, test, and ultimately maintain the approved methods of data sharing.

- D. TCPH will provide one or more authorized users at PROVIDER with access rights to view PROVIDER data and aggregate, de-identified health data received through the regional syndromic surveillance network.

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PROVIDER and TCPH shall send and receive health data in a secure, confidential manner in compliance with all applicable laws governing the protection of confidential and identifiable data. Nothing in this agreement shall be construed to limit the authority of TCPH to conduct disease surveillance, investigation, control and reporting functions provided by Texas law.

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PROVIDER and TCPH will promptly report to each other in writing any use or disclosure of the data set not provided for by this DUA.

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Any ambiguity in these specifications shall be resolved in favor of a meaning that permits PROVIDER to comply with the privacy rule.

V. SPECIAL TERMS AND CONDITIONS

TCPH shall:

- A. Ensure that any agents, including a subcontractor, to whom it provides the data set agrees to the same restrictions and conditions that apply to TCPH with respect to this DUA.
- B. Not attempt to determine the identity of, nor contact, any person whose information is contained in the data set unless such actions are necessary as part of a public health disease investigation or otherwise fall within public health authority as provided by Texas law.

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PROVIDER is responsible for its incurred expenses in performing this DUA unless otherwise noted.

To the extent permitted by the Constitution and the laws of the State of Texas, PROVIDER indemnifies and holds harmless the COUNTY against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, resulting from PROVIDERS's negligent performance of its obligations under this DUA.

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PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This DUA does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This DUA does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

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Neither party may assign this DUA without the prior written consent of the other party.

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XIII. CONTACT INFORMATION

	TARRANT COUNTY	PROVIDER
Organization Name	Tarrant County Public Health	Wilbarger General Hospital
Business Contact		
Title	Manager, Health Informatics	IT Systems Director
Address	1101 S. Main Street Fort Worth, TX 76104	920 Hillcrest Dr. Vernon, TX, 76384
Telephone #	(817) 321-4877	940-553-2808
Email Address	Syndromic@tarrantcountytx.gov	rrodriguez@wghospital.com
IT Security Contact		
Title	Information Security Officer	IT Systems Director
Address	200 Taylor Street	920 Hillcrest Dr.

	Fort Worth, TX 76196	Vernon, TX, 76384
Telephone #	(817) 212-7468	940-553-2808
Email Address	rdscott2@tarrantcountytexas.gov	rrodriguez@wghospital.com
Privacy Contact		
Title	Compliance & Privacy Officer	HIM Manager
Address	1101 S. Main Street Fort Worth, TX 76104	920 Hillcrest Dr. Vernon, TX, 76384
Telephone #	(817) 884-2361	940-553-2930
Email Address	PHCompliance@tarrantcountytexas.gov	cmaldonado@wghospital.com

SIGNATURES

SIGNED AND EXECUTED this _____ day of _____, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

PROVIDER

Tim O'Hare
County Judge

Rhonda Rauch

Rhonda Rauch
CNO/COO

APPROVED AS TO FORM:

Kimberly Colliet Wesley

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.



Debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you or your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Rhonda Rauch _____ (Name)
wilbarger General Hospital _____ (Company)
920 Hillcrest Drive Vernon Tx 76384 _____ (Address)
_____ (Address)
xxxxxxxxxxx 020330247 _____ (DUNS Number)

PHONE 940-553-2813 -- FAX 940-553-2934
EMAIL rrauch@wghospital.com

Rhonda Rauch Signature 6/25/2024 Date

**Vendor Certification Addendum to Tarrant County Contracts
Entered Into on or After September 1, 2021
Required by New Texas State Laws**

This Addendum relates to the following contract: [Wilbarger Syndromic Surveillance Data Use Agreement](#)

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Vendor is EXEMPT from Certification regarding Energy Companies and Firearm Entities or Firearm Trade Associations:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$ 100,00.000 or more that is to be paid wholly or partly from public funds of the governmental entity.

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Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by [87th Legislature, S.B. 13](#)), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by [87th Legislature, S.B. 13](#)) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by [87th Legislature, S.B. 19](#)), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by [87th Legislature, S.B. 19](#)) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*:

(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

 x Vendor is EXEMPT from Certification as set out above.

 Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

CERTIFIED by:

 Rhonda Rauch
Signature of Certifying Person

 Rhonda Rauch
Printed Name of Certifying Person

 CNO/COO
Title of Certifying Person

 Wilbarger General Hospital
Name of Vendor Company

 6/25/2024
Date Certified



North Texas Syndromic Surveillance Messaging Guide

Version 1.0

September 2019

Emergency Department, Urgent Care, And Inpatient Care Settings

HL7 2.5.1 Admission, Discharge, and Transfer (ADT) Messaging Specifications for A01, A03, A04, and A08

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INTRODUCTION

This guide offers standardized specifications to hospitals and professionals for the electronic transfer of Syndromic Surveillance (SS) data from Certified Electronic Health Record Technology (CEHRT) to the Tarrant County Public Health's North Texas Syndromic Surveillance Program for SS reporting. This guide will provide an overview of the type of data being collected, and the format needed for successful submission of Syndromic Surveillance data to NTXSS. This guide is in line with requirements for the Centers for Medicare and Medicaid Services (CMS) incentive programs, often referred to as Meaningful Use or Promoting Interoperability programs.

DATA SUBMISSION

Participating facilities in Texas Region 2 and 3 should submit syndromic surveillance messages from all visits by all patients, with no filtering done prior to submission. TCPH requests that syndromic surveillance data be submitted in real time. Data submission should occur 24 hours a day, 7 days a week. Facilities outside Texas Region 2 & 3 should discuss implementation details with their respective SS data receivers.

IMPLEMENTATION GUIDE OVERVIEW

The TCPH SS Implementation Guide Version 1.0 is based on these sources:

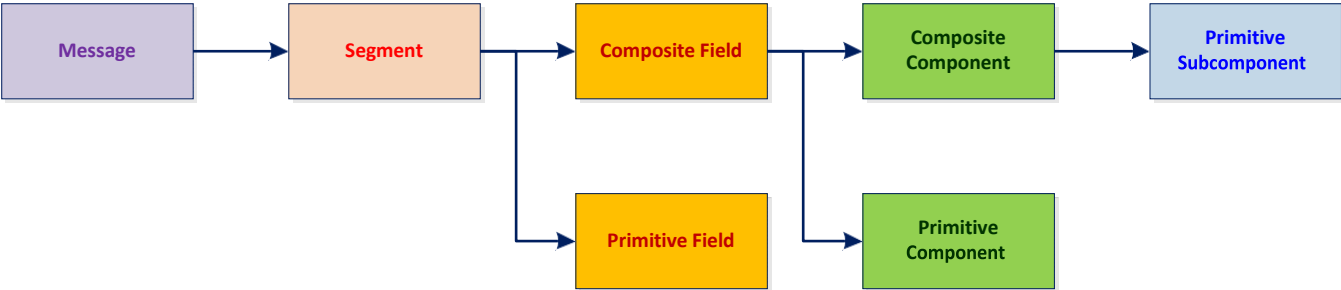
- 1) [PHIN Messaging Guide for Syndromic Surveillance: Emergency Department, Urgent Care, Inpatient and Ambulatory Care Settings, Release 2.0 , April, 2015](#)
- 2) [Erratum to the CDC PHIN 2.0 Implementation Guide, August 2015](#)
- 3) [NIST Clarifications and Validation Guidelines for Syndromic Surveillance Certification Testing , Version 1.6, October 2017](#)
- 4) Arizona Syndromic Surveillance Implementation Guide (AZSSIG) for Critical Access Hospitals (CAHs) and Eligible Hospitals (EHs) Version 2.0, November 2018

The guide has been further constrained in conformance with the aforementioned source documents to guide facilities in Texas Region 2 and 3. The NTXSS Implementation Guide is not intended to replace the PHIN Messaging Guide for Syndromic Surveillance; this guide is a *supplement* to the national sources.

HL7 MESSAGE FRAMEWORK

Implementers will benefit from understanding the basics of the HL7 message framework including the way in which information is organized in a **message** (see Figure 1.1). A standard HL7 **message** is comprised of a group of **segments**, which are arranged in a defined sequence. Each **segment** is comprised of a group of **fields** that are also organized in a defined sequence. **Fields** may be divided into **components**, which may be further divided into **subcomponents**, depending on their *data types*. *Data types* are largely divided into two categories: (1) *Primitive* data types are populated as string or numeric values. (2) *Composite* data types are an arranged group of values. For example, fields with composite data types are divided into a group of **components**. **Components** may again be either primitive or composite. **Components** with composite data types consist of **subcomponents**, which are always assigned primitive data types.

FIGURE 1.1 – Data Element Hierarchy in a Standard HL7 Message



When constructing a message, special characters should be designated as delimiter values to separate segments, fields, components and subcomponents. Special characters may also differentiate multiple occurrences of data elements and special formats within a field, where allowed (see Table 1.1). These characters are designated in the first two fields of the message header segment (MSH)—segment beginning a new message—and establish delimitation rules throughout the message. Due to the use of the batch messaging protocol, delimiter values also appear in the first two fields of the file header (FHS) and batch header (BHS) segments. Specific examples on how delimiter values are used, along with detailed explanations, are provided in the subsequent pages of this guide. Standard HL7 delimiters shown in Table 1.1 are required for NTXSS implementations. Further information on delimiters can be obtained in the full HL7 version 2.5.1 standard.

TABLE 1.1 – HL7 Standard Message Delimiters

Delimiter	Required Value	Description
Segment Terminator	<cr>	ASCII-013 carriage return character used to terminate a segment record. This value cannot be changed by implementers.
Field Separator		Separates two adjacent data fields within a segment. It also separates the segment ID from the first data field in each segment.
Component Separator	^	Separates adjacent components within a field.
Repetition Separator	~	Separates multiple occurrences of a field where allowed.
Escape Character	\	Used in instances where special character formatting is needed.
Subcomponent Separator	&	Separates adjacent subcomponents within a component.

HOW TO READ HL7 SEGMENTS

This section provides a quick tutorial for first-time implementers of HL7 on the basics regarding how to read, understand and analyze the contents within HL7 segments.

Figure 1.2 illustrates a sample MSH segment, in which the fields and components are read in sequence. The segment begins with a three-letter segment ID that determines the arrangement of contents throughout the rest of the segment. MSH-1 indicates the field separator and MSH-2 indicates the set of delimiter values. Designating special characters in the first two fields of MSH establishes delimitation rules throughout the message, allowing MSH-3 and all subsequent segments to be separated using the appropriate delimiter values. In the case of batch messaging protocol, delimiter values also appear in the first two fields of the file header (FHS) and batch header (BHS) segments. Special characters must always be positioned in the fixed order shown below.

FIGURE 1.2 – Sample Message Header Segment

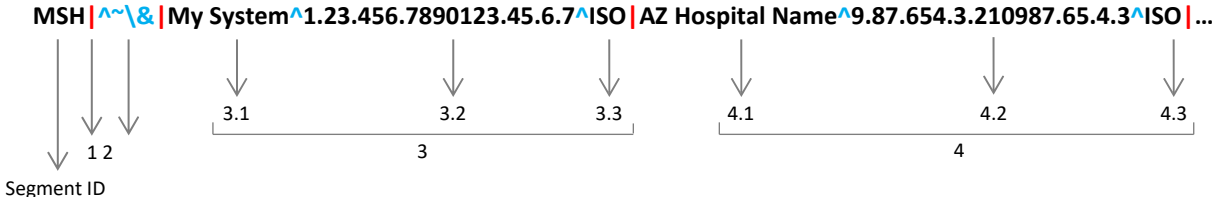
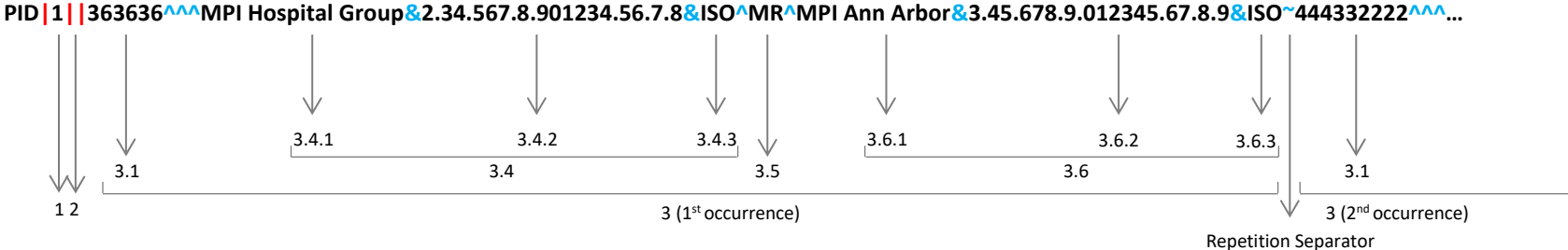


Figure 1.3 demonstrates the process of reading the fields, components and subcomponents within a sample PID segment. It is important to note that PID-1 is the value populated after the first field separator. This is because the delimiter values are already established in the MSH segment, which precedes the PID segment. PID-2 is not present since there is no populated value between the enclosing field separators. PID-3 is a large field comprised of components and subcomponents, all of which are separated by the designated delimiters. PID-3.2 and 3.3 are not present for the same reason that applies to PID-2. PID-3.4 and 3.6 are each divided into three subcomponents. A repetition separator marks the end of the first occurrence of PID-3 as well as the beginning of the second occurrence, which begins with its own first component.

FIGURE 1.3 – Sample Patient Identification Segment



HL7 MESSAGING CONVENTIONS

The HL7 messaging conventions used in this implementation guide strictly adhere to the PHIN Messaging Guide for SS. Table 1.2 provides definitions of the attributes that appear throughout this guide. The descriptions provided below are summarized based on the source document. Please consult the HL7 2.5.1 standard for additional clarifications.

TABLE 1.2 – Message Element Attributes

Attribute	Definition										
SEQ	Sequence of the elements as numbered in the HL7 message element.										
Message Structure	Contains three-character code for the segments—e.g. MSH, EVN, PID—and the following abstract syntax: <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-right: 20px;">XXX</td> <td style="padding-right: 20px;">Required</td> <td style="padding-right: 20px;">[XXX]</td> <td>Optional</td> </tr> <tr> <td>{ XXX }</td> <td>Repeating</td> <td>[{ XXX }]</td> <td>Optional and repeating – synonymous with {[XXX]}</td> </tr> </table> Segment groups can also be expressed within the braces and brackets.	XXX	Required	[XXX]	Optional	{ XXX }	Repeating	[{ XXX }]	Optional and repeating – synonymous with {[XXX]}		
XXX	Required	[XXX]	Optional								
{ XXX }	Repeating	[{ XXX }]	Optional and repeating – synonymous with {[XXX]}								
LEN	Maximum length of the element. Lengths are provided only for primitive data types, and should be considered recommendations, not absolutes.										
DT	Data type. Determines the format in which the field, component or subcomponent is to be populated.										
Usage	Usage of the segment, segment group or field. <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-right: 20px;">R</td> <td>Required</td> </tr> <tr> <td>RE</td> <td>Required, but can be empty if the information is unavailable. If the sender has the data, it should be sent.</td> </tr> <tr> <td>C</td> <td>Requirement is conditional on other field(s) – Description/Comments section describes the algorithm defining the conditionality.</td> </tr> <tr> <td>X</td> <td>Not used in this guide</td> </tr> </table>	R	Required	RE	Required, but can be empty if the information is unavailable. If the sender has the data, it should be sent.	C	Requirement is conditional on other field(s) – Description/Comments section describes the algorithm defining the conditionality.	X	Not used in this guide		
R	Required										
RE	Required, but can be empty if the information is unavailable. If the sender has the data, it should be sent.										
C	Requirement is conditional on other field(s) – Description/Comments section describes the algorithm defining the conditionality.										
X	Not used in this guide										
Cardinality	Minimum and maximum number of times the message element may appear. <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-right: 20px;">[0..0]</td> <td>Field never present</td> </tr> <tr> <td>[0..1]</td> <td>May be omitted or have no more than one occurrence</td> </tr> <tr> <td>[0..*]</td> <td>May be omitted or repeat an unlimited number of times</td> </tr> <tr> <td>[1..1]</td> <td>Exactly one occurrence</td> </tr> <tr> <td>[1..*]</td> <td>At least one occurrence and may repeat an unlimited number of times</td> </tr> </table>	[0..0]	Field never present	[0..1]	May be omitted or have no more than one occurrence	[0..*]	May be omitted or repeat an unlimited number of times	[1..1]	Exactly one occurrence	[1..*]	At least one occurrence and may repeat an unlimited number of times
[0..0]	Field never present										
[0..1]	May be omitted or have no more than one occurrence										
[0..*]	May be omitted or repeat an unlimited number of times										
[1..1]	Exactly one occurrence										
[1..*]	At least one occurrence and may repeat an unlimited number of times										
TBL#	HL7 defined or external table used for the field.										
Element Name	HL7 descriptor of the message element.										
Required/Recommended/Literal Value	Value and usage designations for components and subcomponents. <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-right: 20px;">Required</td> <td>Element is required for the message to be considered complete.</td> </tr> <tr> <td>Recommended</td> <td>Element must be populated if the information is available.</td> </tr> <tr> <td>Literal</td> <td>Absolute value for the element that must appear in the message exactly as shown.</td> </tr> </table>	Required	Element is required for the message to be considered complete.	Recommended	Element must be populated if the information is available.	Literal	Absolute value for the element that must appear in the message exactly as shown.				
Required	Element is required for the message to be considered complete.										
Recommended	Element must be populated if the information is available.										
Literal	Absolute value for the element that must appear in the message exactly as shown.										
Description/Comments	Context and usage for the element.										

ADMISSION, DISCHARGE, AND TRANSFER (ADT) MESSAGE TYPES AND STRUCTURE

This guide is specific to the Admission, Discharge, and Transfer (ADT) use case specifications for the data exchange of core Syndromic Surveillance elements from healthcare providers to Public Health. It has been constructed to highlight data element usage requirements and utilize the color gray to indicate an unused segment or attribute.

TABLE 1.3 – ADT Message Types	
ADT Message Type	Description
ADT^A04: Register a Patient	A patient has arrived or checked in. This includes one-time and recurring patients.
ADT^A08: Update Patient Information	Patient information has changed or new information has become available, but no other trigger event has occurred. These A08 update messages shall be sent at the time the new or changed information becomes available, whether before or after discharge. The information they contain shall be cumulative, presenting all previously sent information that remains correct and adding the new or changed information.
ADT^A03: Discharge/ End Visit	A patient’s stay in a healthcare facility has ended and their status is changed to discharged.
ADT^A01: Admit/ Visit Notification	A patient is undergoing the admission process which assigns the patient to a bed for inpatient care. It signals the beginning of a patient’s stay in a healthcare facility.

HL7 ADT MESSAGE STRUCTURE (Continued)

A single HL7 **message** may contain an unlimited number of observations, diagnoses and procedures. Because of this, it is important the message headers are arranged in their respective segment groups.

Note there are two different ADT message structures, defined by the trigger events. If the hospital is sending an A01 (Admit/Visit Notification), A04 (Register a Patient), or A08 (Update Patient Information) message, the message structure indicated below is required. Please note these trigger events require a different order for the OBX, DG1, and PR1 segments within the message structure when compared to Table 1.5.

TABLE 1.4 – Message Structure for ADT^A01, ADT^A04 and ADT^A08			
Message Structure	Segment Description	Usage	Cardinality
{	— <i>Message begins</i>	R	[1..*]
MSH	Message Header	R	[1..1]
EVN	Event Type	R	[1..1]
PID	Patient Identification	R	[1..1]
PV1	Patient Visit	R	[1..1]
[PV2]	Patient Visit Additional Information	RE	[0..1]
{ OBX }	Observation/Result	R	[1..*]
[{ DG1 }]	Diagnosis	RE	[0..*]
[{ PR1 }]	Procedures	O	[0..*]
[{ IN1 }]	Insurance	O	[0..*]
}	— <i>Message ends</i>		

For trigger events A01 (Admit/Visit Notification), A04 (Register a Patient) and A08 (Update Patient Information), the above ADT message structure is used.

HL7 ADT MESSAGE STRUCTURE (Continued)

If the facility is sending an A03 (Discharge/End Visit) message, the message structure indicated below in Table 1.5 is required. Please note this trigger event requires a different order for the *OBX*, *DG1*, and *PR1* segments within the message structure in comparison to Table 1.4.

TABLE 1.5– Message Structure for ADT^A03			
Message Structure	Segment Description	Usage	Cardinality
{	— <i>Message begins</i>	R	[1..*]
MSH	Message Header	R	[1..1]
EVN	Event Type	R	[1..1]
PID	Patient Identification	R	[1..1]
PV1	Patient Visit	R	[1..1]
[PV2]	Patient Visit Additional Information	RE	[0..1]
[[DG1]]	Diagnosis	RE	[0..*]
[[PR1]]	Procedures	O	[0..*]
{ OBX }	Observation/Result	R	[1..*]
[[IN1]]	Insurance	O	[0..*]
}	— <i>Message ends</i>		

For trigger event A03 (Discharge/End Visit), the above message structure is used.

The segment terminator, <cr>, is the ASCII-013 carriage return character used to terminate segments. It is important to note that the segment terminator is not a literal value that visibly appears at the end of segments and therefore *must not be manually entered into a message*. Special formatting is not essential to the use case described in this implementation guide. Therefore, examples regarding the use of escape characters are not covered in this section. Implementers who wish to learn more about the escape characters are encouraged to refer to the full HL7 version 2.5.1 standard for detailed explanations and examples.

SEGMENT DESCRIPTIONS

Detailed specifications of the segments used in SS messaging implementations are provided in the subsequent pages. Unsupported data elements in this guide have been shaded gray for distinction. There are notes in the “Description/Comments” field to assist implementers to identify Inpatient Data Elements outlined in the PHIN guide, version 2.0. Example data is provided at each segment for quick reference and guidance. With the exception of values that are specified as literal values, example data should not be used. Implementers are encouraged to refer to the full HL7 version 2.5.1 Standard for comprehensive overview of data types and any additional clarification

MSH – MESSAGE HEADER SEGMENT

The MSH segment is used to define the intent, source, destination, and some specifics of the syntax of the message. This segment includes identification of message delimiters, sender, receiver, message type, timestamp, etc.

MSH – Message Header Segment								
SEQ	LEN	DT	Usage	Cardinality	TBL#	Element Name	Required/Recommended/Literal Value	Description/Comments
1	1	ST	R	[1..1]		Field Separator		Default Value “ ”
2	4	ST	R	[1..1]		Encoding Characters	^~\&	^ = Component Separator ~ = Repetition Separator \ = Escape Character & = Subcomponent Separator
3	227	HD	R	[1..1]	0361	Sending Application	Application Name ^ Application ID ^ ID Type	
4	227	HD	R	[1..1]	0362	Sending Facility	Facility Name ^ Facility ID ^ ID Type	This field uniquely identifies the hospital associated with the application sending the message. National Provider Identifier (NPI) or an Object Identifier (OID) assigned to the facility can be used.
5	227	HD	X	[1..1]	0361	Receiving Application		
6	227	HD	X	[1..1]	0362	Receiving Facility		
7	26	TS	R	[1..1]		Date/Time of Message	YYYYMMDDHHMM[SS[S[S[S[S]]]]+/-ZZZZ	The minimum granularity is to the nearest minute. Include time zone offset.
8	40	ST	X	[0..0]		Security		Not used.
9	15	MSG	R	[1..1]	0076 0003 0354	Message Type	Message Code^Trigger Event^Message Structure	PHVS MessageType SyndromicSurveillance PHVS EventType SyndromicSurveillance PHVS MessageStructure Syndromic Surveillance
10	199	ST	R	[1..1]		Message Control ID	Message Control ID	This field is a number or other identifier that uniquely identifies the message.

MSH – Message Header Segment (Continued)								
SEQ	LEN	DT	Usage	Cardinality	TBL#	Element Name	Required/Recommended/Literal Value	Description/Comments
11	1	PT	R	[1..1]	0103	Processing ID	Processing ID	PHVS ProcessingID HL7 2x
12	5	VID	R	[1..1]		Version ID	2.5.1	HL7 Version number used to interpret format and content of the message.
13	15	NM	X	[0..0]		Sequence Number		Not used.
14	180	ST	X	[0..0]		Continuation Pointer		Not used.
15	2	ID	X	[0..0]	0155	Accept Ack. Type		Not used.
16	2	ID	X	[0..0]	0155	Application Ack. Type		Not used.
17	3	ID	X	[0..0]	0399	Country Code		Not used.
18	16	ID	X	[0..0]	0211	Character Set		Not used.
19	478	CE	X	[0..0]		Principal Language of Message		Not used.
20	20	ID	X	[0..0]	0356	Alternate Character Set		Not used.
21	427	EI	R	[1..1]		Msg. Profile Identifier	PH_SS-Batch^SS Sender^2.16.840.1.114222.4.10.3^ISO	Message Profile Identifier shall contain the constant value.

Example Data:

MSH|^|^&|My App^1.23.456.7.890123.45.6.7^ISO|My Facility^9.87.654.3.210987.65.4.3^ISO|BioSense^2.16.840.1.113883.3.1673^ISO|BioSense^2.16.840.1.113883.3.1673^ISO|20170507174500-0700||ADT^A01^ADT_A01|V22147|P|2.5.1|||PH_SS-Batch^SS Sender^2.16.840.1.114222.4.10.3^ISO

EVN – EVENT TYPE SEGMENT

The EVN segment is used to communicate trigger event information to receiving applications.

EVN – Event Type Segment								
SEQ	LEN	DT	Usage	Cardinality	TBL#	Element Name	Required/Recommended/Literal Value	Description/Comments
1	3	ID	R	[1..1]	0003	Event Type Code	Event Type Code	PHVS EventType SyndromicSurveillance
2	26	TS	R	[1..1]		Recorded Date/Time	YYYYMMDDHHMM[SS.S[S[S[S]]] +/-ZZZZ	The minimum granularity is to the nearest minute. Include time zone offset.
3	26	TS	X	[0..0]		Date/Time Planned Event		Not used.
4	3	IS	X	[0..0]	0062	Event Reason Code		Not used.
5	309	XCN	X	[0..0]	0188	Operator ID		Not used.
6	26	TS	X	[0..0]		Event Occurred		Not used.
7	241	HD	R	[1..1]		Event Facility	Facility Name ^ National Provider Identifier ^NPI	Location where the patient was actually treated. PHIN recommends using the Organization Name Legal Business Name (LBN) associated with the National Provider Identifier (NPI) provided by Centers for Medicare and Medicaid Services (CMS). If an NPI is not available, PHIN recommends obtaining a different unique identifier, such as an OID.

Example Data:

EVN|A01|20170507090030-0700|||My Facility^1234567890^NPI

PID – Patient Identification Segment (Continued)								
SEQ	LEN	DT	Usage	Cardinality	TBL#	Element Name	Required/Recommended/Literal Value	Description/Comments
11	513	XAD	RE	[0..1]	0190	Patient Address	Street Address ^ Other Designation ^ City ^ State/Province ^ ZIP/Postal Code ^ Country ^ Address Type (TBL# 0190) ^^ County/Parish Code (PHVS_County_FIPS_6-4)	PHVS State FIPS 5-2 PHVS Country ISO 3166-1 PHVS AddressType HL7 2x PHVS County FIPS 6-4
12	4	IS	X	[0..0]	0289	County Code		Not used.
13	250	XTN	X	[0..0]		Phone Number – Home		Not used.
14	250	XTN	X	[0..0]		Phone Number – Business		Not used.
15	478	CE	X	[0..0]		Primary Language		Not used.
16	478	CE	X	[0..0]	0002	Marital Status		Not used.
17	478	CE	X	[0..0]	0006	Religion		Not used.
18	250	CX	O	[0..1]	0203	Patient Account Number	Identifier^^^ Assigning Authority Name & ID & ID Type ^ Identifier Type (TBL# 0203) ^ Assigning Facility Name & ID & ID Type	PHVS IdentifierType SyndromicSurveillance
19	16	ST	X	[0..0]		Social Security No. – Patient		Not used.
20	64	DLN	X	[0..0]		Driver’s License No. – Patient		Not used.
21	250	CX	X	[0..0]		Mother’s Identifier		Not used.
22	478	CE	RE	[0..1]		Ethnic Group	Ethnicity ^ Description ^CDCREC	PHVS EthnicityGroup CDC Unk
23	250	ST	X	[0..0]		Birth Place		Not used.
24	1	ID	X	[0..0]	0136	Multiple Birth Indicator		Not used.

PID – Patient Identification Segment (Continued)								
SEQ	LEN	DT	Usage	Cardinality	TBL#	Element Name	Required/Recommended/Literal Value	Description/Comments
25	2	NM	X	[0..0]		Birth Order		Not used.
26	478	CE	X	[0..0]	0171	Citizenship		Not used.
27	478	CE	X	[0..0]	0172	Veterans Military Status		Not used.
28	478	CE	X	[0..0]	0212	Nationality		Not used.
29	26	TS	CE (A03) CE (A08) CE (A04) X (A01)	[0..1] (A03) [0..1] (A08) [0..1] (A04) [0..0] (A01)		Patient Death Date/Time	YYYYMMDDHHMM[SS[.S[S[S(S)]]]]+/-ZZZZ	<p>This field contains the date and time at which the patient death occurred.</p> <p>If valued, it SHALL be expressed with a minimum precision of the nearest minute. The minimum granularity is to the nearest minute. Include time zone offset.</p> <p>If valued, PID-30 (Patient Death Indicator) SHALL be valued to the Literal Value ‘Y’.</p> <p>If PV1-36 is valued with any of the following: ‘20’, ‘40’, ‘41’, ‘42’ then both PID-29 (Patient Death Date and Time) and PID-30 (Patient Death Indicator) SHALL be populated.</p>
30	1	ID	CE (A03) CE (A08) CE (A04) X (A01)	[0..1] (A03) [0..1] (A08) [0..1] (A04) [0..0] (A01)	0136	Patient Death Indicator	Yes/No Indicator	<p>PHVS YesNo HL7 2x</p> <p>If PID-29 is valued, this field must be a Y since the patient is known to be deceased.</p> <p>If PV1-36 is valued with any of the following: ‘20’, ‘40’, ‘41’, ‘42’ then both PID-29 (Patient Death Date and Time) and PID-30 (Patient Death Indicator) SHALL be populated.</p>
31	1	ID	X	[0..0]	0136	ID Unknown Indicator		Not used.

PID – Patient Identification Segment (Continued)								
SEQ	LEN	DT	Usage	Cardinality	TBL#	Element Name	Required/Recommended/Literal Value	Description/Comments
32	20	IS	X	[0..0]	0445	Identity Reliability Code		Not used.
33	26	TS	O	[0..1]		Last Update Date/Time	YYYYMMDDHHMM[SS.S[S[S[S[S]]]]+/-ZZZZ	This field contains the last update date and time for the patient’s identifying and demographic data. If valued, it SHALL be expressed with a minimum precision of the nearest minute. The minimum granularity is to the nearest minute. Include time zone offset.
34	241	HD	O	[0..1]		Last Update Facility	Facility Name ^ Facility ID ^ ID Type	This field identifies the facility of the last update to a patient’s identifying and demographic data, as defined in the PID segment.
35	478	CE	X	[0..0]	0446	Species Code		Not used.
36	478	CE	X	[0..0]	0447	Breed Code		Not used.
37	80	ST	X	[0..0]		Strain		Not used.
38	478	CE	X	[0..0]	0429	Production Class Code		Not used.
39	697	CWE	X	[0..0]		Tribal Citizenship		Not used.

Example Data:

PID|1||1234567^^^MR||~^^^^^S||19650705|M||2106-3^White^CDCREC|1111 W Anywhere Drive^^PHOENIX^AZ^85035^^^04019|||||UM100073^^^AN||||2186-5^Not Hispanic^CDCREC|||||201703071130-0700|Y|||201703071200-0700|My Hospital^5262526282^NPI

PV1 – PATIENT VISIT SEGMENT

The PV1 segment is used by Registration/Patient Administration applications to communicate information on a visit-specific basis.

PV1 – Patient Visit Segment								
SEQ	LEN	DT	Usage	Cardinality	TBL#	Element Name	Required/Recommended/Literal Value	Description/Comments
1	4	SI	RE	[0..1]		Set ID	1	Only one patient per message is supported.
2	1	IS	R	[1..1]	0004	Patient Class	Patient Class	PHVS_PatientClass_SyndromicSurveillance
3	1220	PL	O	[0..1]	0305	Assigned Patient Location	Point of Care ^ Room ^ Bed ^ Facility Name & Facility ID & ID Type ^ Location Status ^ Person Location Type & Description &HL70305 ^ Building ^ Floor ^ Location Description	PHVS_HealthcareServiceLocation_Syndromic
4	2	IS	O	[0..1]	0007	Admission Type	Admission Type	PHVS_AdmissionType_HL7_2x
5	250	CX	X	[0..0]		Pre-Admit Number		Not used.
6	1220	PL	O	[0..1]	0305	Prior Patient Location	Point of Care ^ Room ^ Bed ^ Facility Name & Facility ID & ID Type ^ Location Status ^ Person Location Type & Description &HL70305 ^ Building ^ Floor ^ Location Description	PHVS_HealthcareServiceLocation_Syndromic
7	309	XCN	O	[0..*]		Attending Doctor	Person Identifier ^ Family Name ^ Given Name ^^ Suffix ^ Prefix ^ Degree ^^Assigning Authority Name & ID & ID Type ^^^^^ Assigning Authority Name & ID & ID Type	PHIN Guide recommends using the NPI Standard assigned by CMS.
8	309	XCN	X	[0..*]	0010	Referring Doctor		Not used.
9	309	XCN	X	[0..0]	0010	Consulting Doctor		Not used.
10	3	IS	O	[0..1]	0069	Hospital Service	Hospital Service	HL7 user-defined table #0069
11	1220	PL	X	[0..0]		Temporary Location		Not used.
12	2	IS	X	[0..0]	0087	Pre-Admit Test Indicator		Not used.

PV1 – Patient Visit Segment (Continued)

SEQ	LEN	DT	Usage	Cardinality	TBL#	Element Name	Required/Recommended/Literal Value	Description/Comments
13	2	IS	X	[0..0]	0092	Re-admission Indicator		Not used.
14	6	IS	O	[0..1]	0023	Admit Source	Admit Source	PHVS AdmitSource HL7 2x
15	2	IS	O	[0..1]	0009	Ambulatory Status	Ambulatory Status	Field indicates any permanent or transient impairment. HL7 user-defined table #0009
16	2	IS	X	[0..0]	0099	VIP Indicator		Not used.
17	309	XCN	X	[0..0]	0010	Admitting Doctor		Not used.
18	2	IS	X	[0..0]	0018	Patient Type		Not used.
19	478	CX	R	[1..1]	0203	Visit Number	Identifier ^^^ Assigning Authority Name & ID & ID Type ^VN^ Assigning Facility Name & ID & ID Type	PHVS IdentifierType SyndromicSurveillance
20	50	FC	X	[0..0]	0064	Financial Class		Not used.
21	2	IS	X	[0..0]	0032	Charge Price Indicator		Not used.
22	2	IS	X	[0..0]	0045	Courtesy Code		Not used.
23	2	IS	X	[0..0]	0046	Credit Rating		Not used.
24	2	IS	X	[0..*]	0044	Contract Code		Not used.
25	8	DT	X	[0..*]		Contract Effective Date		Not used.
26	12	NM	X	[0..*]		Contract Amount		Not used.
27	3	NM	X	[0..*]		Contract Period		Not used.
28	2	IS	X	[0..0]	0073	Interest Code		Not used.

PV1 – Patient Visit Segment (Continued)

SEQ	LEN	DT	Usage	Cardinality	TBL#	Element Name	Required/Recommended/Literal Value	Description/Comments
29	4	IS	X	[0..0]	0110	Transfer to Bad Debt Code		Not used.
30	8	DT	X	[0..0]		Transfer to Bad Debt Date		Not used.
31	10	IS	X	[0..0]	0021	Bad Debt Agency Code		Not used.
32	12	NM	X	[0..0]		Bad Debt Transfer Amt.		Not used.
33	12	NM	X	[0..0]		Bad Debt Recovery Amt.		Not used.
34	1	IS	X	[0..0]	0111	Delete Account Indicator		Not used.
35	8	DT	X	[0..0]		Delete Account Date		Not used.
36	3	IS	R (A03) RE (A08) X (A04, A01)	[1..1] (A03) [0..1] (A08) [0..0] (A04, A01)	0112	Discharge Disposition	Discharge Disposition	PHVS_DischargeDisposition_HL7_2x Required for ADT_A03 message type; Required for ADT_A08 message type if patient is discharged; Element not supported in ADT_A01 and ADT_A04 messages.
37	47	DLD	X	[0..0]	0113	Discharged to Location		Not used.
38	478	CE	X	[0..0]	0114	Diet Type		Not used.
39	2	IS	X	[0..0]	0115	Servicing Facility		Not used.
40	1	IS	X	[0..0]	0116	Bed Status		Not used.
41	2	IS	X	[0..0]	0117	Account Status		Not used.
42	1220	PL	X	[0..0]		Pending Location		Not used.
43	1220	PL	X	[0..0]		Prior Temp. Location		Not used.
44	26	TS	R	[1..1]		Admit Date/Time	YYYYMMDDHHMM[SS.S[S[S[S]]]]+/-ZZZZ	The minimum granularity is to the nearest minute. Include time zone offset.

PV1 – Patient Visit Segment (Continued)

SEQ	LEN	DT	Usage	Cardinality	TBL#	Element Name	Required/Recommended/Literal Value	Description/Comments
45	26	TS	RE (A08) X (A01) X (A04) R (A03)	[0..1] (A08) [0..0] (A01) [0..0] (A04) [1..1] (A03)		Discharge Date/Time	YYYYMMDDHHMM[SS[.S[S[S[S]]]]+/-ZZZZ	The minimum granularity is to the nearest minute. Include time zone offset. Required field for a Discharge message (A03).
46	12	NM	X	[0..0]		Current Patient Balance		Not used.
47	12	NM	X	[0..0]		Total Charges		Not used.
48	12	NM	X	[0..0]		Total Adjustments		Not used.
49	12	NM	X	[0..0]		Total Payments		Not used.
50	250	CX	X	[0..0]	0203	Alternate Visit ID		Not used.
51	1	IS	X	[0..0]	0326	Visit Indicator		Not used.
52	309	XCN	X	[0..0]	0010	Other Healthcare Provider		Not used.

Example Data:

PV1|1|E|1027-2^3A^3-106^My Hospital&5262526282^&NPI|E||1108-0^^^My Hospital&5262526282^&NPI
|122338^Goodman^John^^^^MD||MED||||7|A0|||93836182^^^VN|||||||||||||01|||||201705151200-0700|201705171300-0700

PV2 – PATIENT VISIT – ADDITIONAL INFORMATION SEGMENT

The PV2 segment is a continuation of visit-specific information and is the segment where the Admit Reason is passed.

PV2 – Patient Visit – Additional Information Segment								
SEQ	LEN	DT	Usage	Cardinality	TBL#	Element Name	Required/Recommended/Literal Value	Description/Comments
1	1220	PL	X	[0..0]		Prior Pending Location		Not used.
2	478	CE	X	[0..0]	0129	Accommodation Code		Not used.
3	478	CE	RE	[0..1]		Admit Reason	Identifier ^ Text ^ Coding System	PHVS AdministrativeDiagnosis_ICD-10CM OR PHVS Disease CDC Free text documented in PV2-3.2.
4	478	CE	X	[0..1]		Transfer Reason		Not used.
5	25	ST	X	[0..*]		Patient Valuables		Not used.
6	25	ST	X	[0..1]		Pat. Valuables Location		Not used.
7	2	IS	X	[0..*]	0130	Visit User Code		Not used
8	26	TS	X	[0..1]		Expected Admit Date/Time		Not used.
9	26	TS	X	[0..1]		Expected Discharge D/T		Not used.
10	3	NM	X	[0..1]		Est. Length of Inpatient Stay		Not used.
11	3	NM	X	[0..1]		Act. Length of Inpatient Stay		Not used.
12	50	ST	X	[0..1]		Visit Description		Not used.
13	309	XCN	X	[0..*]		Referral Source Code		Not used.
14	8	DT	X	[0..1]		Previous Service Date		Not used.
15	1	ID	X	[0..1]	0136	Employment Illness Indicator		Not used.

PV2 – Patient Visit – Additional Information Segment (Continued)								
SEQ	LEN	DT	Usage	Cardinality	TBL#	Element Name	Required/Recommended/Literal Value	Description/Comments
16	1	IS	X	[0..1]	0213	Purge Status Code		Not used.
17	8	DT	X	[0..1]		Purge Status Date		Not used.
18	2	IS	X	[0..1]	0214	Special Program Code		Not used.
19	1	ID	X	[0..1]	0136	Retention Indicator		Not used.
20	1	NM	X	[0..1]		Exp. Number of Insurance Plans		Not used.
21	1	IS	X	[0..1]	0215	Visit Publicity Code		Not used.
22	1	ID	X	[0..1]	0136	Visit Protection Indicator		Not used.
23	250	XON	X	[0..*]		Clinic Org. Name		Not used.
24	2	IS	X	[0..1]	0216	Patient Status Code		Not used.
25	1	IS	X	[0..1]	0217	Visit Priority Code		Not used.
26	8	DT	X	[0..1]		Previous Rx Date		Not used.
27	2	IS	X	[0..1]	0112	Exp. Discharge Disposition		Not used.
28	8	DT	X	[0..1]		Signature on File Date		Not used.
29	8	DT	X	[0..1]		First Similar Illness Date		Not used.
30	478	CE	X	[0..1]	0218	Patient Charge Adjustment Cd.		Not used.
31	2	IS	X	[0..1]	0219	Recurring Service Code		Not used.
32	1	ID	X	[0..1]	0136	Billing Media Code		Not used.

PV2 – Patient Visit – Additional Information Segment (Continued)								
SEQ	LEN	DT	Usage	Cardinality	TBL#	Element Name	Required/Recommended/Literal Value	Description/Comments
33	26	TS	X	[0..1]		Exp. Surgery Date and Time		Not used.
34	1	ID	X	[0..1]	0136	Military Partnership Cd.		Not used.
35	1	ID	X	[0..1]	0136	Military Non-Availability Cd.		Not used.
36	1	ID	X	[0..1]	0136	Newborn Baby Indicator		Not used.
37	1	ID	X	[0..1]	0136	Baby Detained Indicator		Not used.
38	478	CE	X	[0..1]	0430	Mode of Arrival Code		Not used.
39	478	CE	X	[0..*]	0431	Recreational Drug Use Code		Not used.
40	478	CE	X	[0..1]	0432	Adm. Level of Care Code		Not used.
41	478	CE	X	[0..*]	0433	Precaution Code		Not used.
42	478	CE	X	[0..1]	0434	Patient Condition Code		Not used.
43	2	IS	X	[0..1]	0315	Living Will Code		Not used.
44	2	IS	X	[0..1]	0316	Organ Donor Code		Not used.
45	478	CE	X	[0..*]	0435	Advance Directive Code		Not used.
46	8	DT	X	[0..1]		Patient Status Effective Date		Not used.
47	26	TS	X	[0..1]		Exp. LOA Return D/T		Not used.
48	26	TS	X	[0..1]		Exp. Pre-Adm. Testing D/T		Not used.
49	20	IS	X	[0..*]	0534	Notify Clergy Code		Not used.

Example Data:

PV2| ||K922^Gastrointestinal hemorrhage, unspecified^I10

OBX – OBSERVATION/RESULT SEGMENT

This segment is used to transmit observations related to the patient and visit.

OBX – Observation/Result Segment								
SEQ	LEN	DT	Usage	Cardinality	TBL#	Element Name	Required/Recommended/Literal Value	Description/Comments
1	4	SI	R	[1..1]		Set ID	Set ID	OBX 1 ... OBX 2 ...
2	3	ID	R	[1..1]	0125	Value Type	Value Type	Identifies the structure of data in OBX-5. PHVS Value Type Syndromic Surveillance Supported values: TS, TX, NM, CWE, XAD
3	478	CE	R	[1..1]		Observation Identifier	Identifier (Syndromic Surveillance) ^ Description ^ Coding System ^ Alternate Identifier ^ Alternate Description ^ Alternate Coding Sys.	Identifies the data to be received in the observation value (OBX-5). See OBX-5 for specific values. PHVS Observation Identifier Syndromic Surveillance
4	20	ST	X	[0..1]		Obs. Sub-ID		Not used.
The OBX-5 field is used to transmit a variety of observations related to the patient and the visit. Reportable observations are outlined below based on Data Type.								
5	24	TS	RE	[0..1]		Date of Onset	YYYYMMDDHHMMSS+/-ZZZZ	Date of Onset OBX-3 = 11368-8^IllnessorInjuryOnsetDate andTime^LN OBX-5: Date of Onset For TS , the minimum acceptable precision is to the nearest day.
5	65536	TX	RE	[0..1]		Triage Note	Triage Note	Triage Note OBX-3 = 54094-8^ EmergencyDepartmentTriageNote^LN OBX-5: Triage Note Free Text
5	65536	TX	RE	[0..1]		Clinical Impression	Clinical Impression	Clinical Impression OBX-3 = 44833-2^PreliminaryDiagnosis^LN OBX-5: Clinical Impression Free Text

OBX – Observation/Result Segment (Continued)								
OBX-5 (Continued)								
SEQ	LEN	DT	Usage	Cardinality	TBL#	Element Name	Required/Recommended/Literal Value	Description/Comments
5	65536	TX	RE	[0..*]		Medication List	Medication List	<p>Current Medications Entered As Narrative OBX-3 = 10160-0^MedicationUse^LN OBX-5: Medication List Free Text</p> <p>Coded medication list should be reported using LOINC Code “8677-7” (See Page 34)</p>
5	697	TX	R	[0..*]		Chief Complaint	Original Text	<p>Chief Complaint Text OBX-3 = 8661-1^ChiefComplaintReported^LN OBX-5: Chief Complaint Text</p> <p>If chief complaint is a coded field, use the text code description in OBX-5.</p>
5	65536	TX	RE	[0..*]		Travel History	Travel History	<p>Travel History As Narrative OBX-3 = 10182-4 ^HistoryOfTravelNarrative^LN OBX-5: Travel History Free Text</p> <p>Travel questions and their responses may be formatted into this text field. Example OBX-5: Travel within the past 30 days: yes;Travel Location: Mexico</p>
5	16	NM	RE	[0..1]		Height	Body Height	<p>Height OBX-3 = 8302-2^BodyHeight^LN OBX-5: Height OBX-6: Height Unit PHVS_HeightUnit_UCUM</p>
5	16	NM	RE	[0..1]		Weight	Body Weight	<p>Weight OBX-3 = 3141-9^BodyWeight^LN OBX-5: Weight OBX-6: Weight Unit PHVS_WeightUnit_UCUM</p>

OBX – Observation/Result Segment (Continued)								
OBX-5 (Continued)								
SEQ	LEN	DT	Usage	Cardinality	TBL#	Element Name	Required/Recommended/Literal Value	Description/Comments
5	16	NM	RE	[0..1]		Body Mass Index	Body Mass Index	Body Mass Index OBX-3 = 39156-5^Body Mass Index^LN OBX-5: Body Mass Index If BMI can be calculated within the EHR, then it is preferable to just receive BMI instead of height and weight
5	16	NM	RE	[0..1]		Initial Temperature	Body Temperature	Initial Temperature OBX-3 = 11289-6^BodyTemperature^LN OBX-5: Initial Temperature OBX-6: Temperature Unit PHVS_TemperatureUnit_UCUM
5	16	NM	RE	[0..1]		Systolic Blood Pressure	Systolic Blood Pressure	Systolic Blood Pressure OBX-3 = 8480-6^SystolicBloodPressure^LN OBX-5: Systolic Blood Pressure OBX-6: Unit of Measure PHVS_BloodPressureUnit_UCUM
5	16	NM	RE	[0..1]		Diastolic Blood Pressure	Diastolic Blood Pressure	Diastolic Blood Pressure OBX-3 = 8462-4^DiastolicBloodPressure^LN OBX-5: Diastolic Blood Pressure OBX-6: Unit of Measure PHVS_BloodPressureUnit_UCUM
5	16	NM	RE	[0..1]		Initial Pulse Oximetry	Initial Pulse Oximetry	Initial Pulse Oximetry OBX-3 = 59408-5^ OxygenSaturationinArterialBloodbyPulseOximetry^LN OBX-5: Initial Pulse Oximetry OBX-6: Pulse Oximetry Unit PHVS_PulseOximetryUnit_UCUM
5	16	NM	RE	[0..1]		Age	Age	Age OBX-3 = 21612-7^AgeReported^LN OBX-5: Age OBX-6: Age Unit PHVS_AgeUnit_SyndromicSurveillance

OBX – Observation/Result Segment (Continued)								
OBX-5 (Continued)								
SEQ	LEN	DT	Usage	Cardinality	TBL#	Element Name	Required/Recommended/Literal Value	Description/Comments
5	697	CWE	RE	[0..1]		Smoking Status	Identifier ^ Description ^ Coding System ^ Alternate Identifier ^ Alternate Description ^ Alternate Coding Sys. ^ Coding Sys. Ver. ID ^ Alt. Coding Sys. Ver. ID ^ Original Text	Smoking Status OBX-3 = 72166-2^TobaccoSmokingStatus^LN OBX-5: Smoking Status PHVS SmokingStatus MU
5	697	CWE	RE	[0..1]		Pregnancy Status	Pregnancy Status	Pregnancy Status OBX-3 = 11449-6^PregnancyStatus^LN OBX-5: Pregnancy Status PHVS YesNoUnknown CDC
5	697	CWE	RE	[0..1]		Hospital Unit	Identifier ^ Description ^ Coding System ^ Alternate Identifier ^ Alternate Description ^ Alternate Coding Sys. ^ Coding Sys. Ver. ID ^ Alt. Coding Sys. Ver. ID ^ Original Text	Hospital Unit OBX-3 = 56816-2^HospitalUnit^LN OBX-5: Hospital Unit PHVS HealthcareServiceLocation Syndromic
5	697	CWE	RE	[0..1]		Hospital/Visit Type	Identifier ^ Description ^ Coding System ^ Alternate Identifier ^ Alternate Description ^ Alternate Coding Sys. ^ Coding Sys. Ver. ID ^ Alt. Coding Sys. Ver. ID ^ Original Text	Hospital/Visit Type OBX-3 = SS003^HOSPITAL/VISITTYPE^PHINQUESTION OBX-5: Visit Type PHVS FacilityVisitType SyndromicSurveillance
5	697	CWE	RE	[0..*]		Medications Prescribed or Dispensed	Identifier ^ Description ^ Coding System ^ Alternate Identifier ^ Alternate Description ^ Alternate Coding Sys. ^ Coding Sys. Ver. ID ^ Alt. Coding Sys. Ver. ID ^ Original Text	Current Medications Entered As Standardized Codes OBX-3 = 8677-7^MedicationUse^LN OBX-5: RxNorm Medication Code Free text medication list should be reported using LOINC Code “10160-0” (See Page 31)
5	697	CWE	RE	[0..1]		Initial Acuity	Identifier ^ Description ^ Coding System ^ Alternate Identifier ^ Alternate Description ^ Alternate Coding Sys. ^ Coding Sys. Ver. ID ^ Alt. Coding Sys. Ver. ID ^ Original Text	Initial Acuity OBX-3 = 11283-9^InitialAcuity^LN OBX-5: Emergency Severity Index value PHVS EmergencySeverityIndexAcuity CDC

OBX – Observation/Result Segment (Continued)								
OBX-5 (Continued)								
SEQ	LEN	DT	Usage	Cardinality	TBL#	Element Name	Required/Recommended/Literal Value	Description/Comments
5	697	CWE	RE	[0..*]		Problem List	Identifier ^ Description ^ Coding System ^ Alternate Identifier ^ Alternate Description ^ Alternate Coding Sys. ^ Coding Sys. Ver. ID ^ Alt. Coding Sys. Ver. ID ^ Original Text	Problem List Problem List can be sent as SNOMED-CT or ICD-10-CM code. OBX-3 = 11450-4^ProblemList^LN OBX-5: Problem List
5	674	XAD	RE	[0..1]	0190	Facility Address	Street Address ^ Other Designation ^ City ^ State/Province ^ ZIP/Postal Code ^ Country ^ Address Type (TBL# 0190) ^^ County Code	Facility Address OBX-3 = SS002^TREATING FACILITY LOCATION^PHINQUESTION OBX-5: Treating facility physical address PHVS State FIPS 5-2 PHVS Country ISO 3166-1 PHVS AddressType HL7 2x PHVS County FIPS 6-4
OBX-5 ENDS								
6	62	CE	C	[0..1]		Units	Identifier ^ Description ^ Coding System ^ Alternate Identifier ^ Alternate Description ^ Alternate Coding Sys.	Required if OBX-2 is NM . Defines units for pulse oximetry, temperature, age, etc. See OBX-5 details for coding systems.
7	60	ST	X	[0..0]		Reference Range		Not used.
8	5	IS	X	[0..*]	0078	Abnormal Flags		Not used.
9	5	NM	X	[0..1]		Probability		Not used.
10	2	ID	X	[0..*]	0080	Nature of Abnormal Test		Not used.
11	1	ID	R	[1..1]	0085	Observation Result Status	Result Status	PHVS ObservationResultStatus HL7 2x
12	26	TS	X	[0..1]		Effective Date of Ref. Range		Not used.
13	20	ST	X	[0..1]		User-Defined Access Checks		Not used.
14	26	TS	RE	[0..1]		Date/Time of Observation	YYYYMMDDHHMM[SS[S[S[S]]]]+/-ZZZZ	The minimum granularity is to the nearest minute include time zone offset

OBX – Observation/Result Segment (Continued)								
SEQ	LEN	DT	Usage	Cardinality	TBL#	Element Name	Required/Recommended/Literal Value	Description/Comments
15	478	CE	X	[0..1]		Producer's ID		Not used.
16	309	XCN	X	[0..*]		Responsible Observer		Not used.
17	478	CE	X	[0..*]		Observation Method		Not used.
18	424	EI	X	[0..*]		Equipment Instance ID		Not used.
19	26	TS	X	[0..1]		Date/Time of Analysis		Not used.

Example Data:

OBX|1|TS|11368-8^Illness or Injury Onset Date and Time^LN||20170505220000-0700|||||F||20170507085500-0700

OBX|2|TX|54094-8^Emergency Department Triage Note^LN||Intravenous fluids administered: Emergency Department|||||F||20170507085500-0700

OBX|3|NM|21612-7^Age Reported^LN||28|a^Year^UCUM|||||F||20170507085500-0700

OBX|4|NM|11289-6^Body Temperature^LN||99.1|[degF]^Fahrenheit^UCUM|||||F||20170507085500-0700

OBX|5|TX|8661-1^Chief Complaint Reported^LN||Stomach Ache|||||F||20170507085500-0700

OBX|6|CWE|11450-4^Problem_List^L||46635009^Diabetes mellitus type 1^SCT|||||F||20170507085500-0700

OBX|7|CWE|11450-4^Problem_List^L||59621000^Essential hypertension^SCT|||||F||20170507085500-0700

OBX|8|CWE|SS003^HOSPITAL/VISITTYPE^PHINQUESTION||261QE0002X^EMERGENCYCARE^HCPTNUCC|||||F||2017050708550-0700

OBX|9|XAD|SS002^TREATINGFACILITYLOCATION^PHINQUESTION||1234 Anywhere Street^^Doraville^13^30341^USA^C^DEKALB|||||F||20170507085500-0700

OBX|10|CWE|8677-7^Medication Use Reported^LN||151679^Serzone^RXNORM|||||F||20170507085500-0700

OBX|11|NM|59574-4^Body Mass Index^LN||35|kg/m2^kilogram / (meter squared)^UCUM|||||F||2017050708550-0700

OBX|12|XAD|SS002^TREATINGFACILITYLOCATION^PHINQUESTION||1234 Anywhere Street^^Doraville^13^30341^USA^C^DEKALB|||||F||20170507085500-0700

OBX|13|TX|10160-0^Medication Use Reported^LN||Lasix 20 mg po bid, Simvastatin 40 mg po qd|||||F||20170507085500-0700

OBX|14|TX|10182-4^History Of Travel Narrative^LN||Travel within the past 30 days: yes|||||F||20170507085500-0700

OBX|15|CWE|11283-9^INITIAL ACUITY^LN||1^Resuscitation^CDCEDACUITY|||||F||20170507085500-0700

DG1– DIAGNOSIS SEGMENT

The DG1 segment contains patient diagnosis information of various types. Syndromic Surveillance supports Admitting, Working and Final Diagnosis types.

DG1 – Diagnosis Segment								
SEQ	LEN	DT	Usage	Cardinality	TBL#	Element Name	Required/Recommended/Literal Value	Description/Comments
1	4	SI	R	[1..1]		Set ID	Set ID	DG1 1 ... DG1 2 ...
2	2	ID	X	[0..1]	0053	Diagnosis Coding Method		Not used.
3	478	CE	R	[1..1]		Diagnosis Code	Identifier ^ Description ^ Coding System	PHVS AdministrativeDiagnosis_ICD-10CM OR PHVS Disease CDC The first diagnosis code should be the primary, if not, then send diagnosis priority in DG1-15 to identify the primary diagnosis code
4	40	ST	X	[0..0]		Diagnosis Description		Not used.
5	26	TS	RE	[0..1]		Diagnosis Date/Time	YYYYMMDDHHMM[SS[.S[S[S[S]]]]]+/-ZZZZ	The minimum granularity is to the nearest minute. Include time zone offset
6	2	IS	R	(1..1)	0052	Diagnosis Type	Diagnosis Type	PHVS DiagnosisType_HL7_2x
7	478	CE	X	[0..0]	0118	Mjr. Diagnostic Category		Not used.
8	478	CE	X	[0..0]	0055	Diagnostic Related Group		Not used.
9	1	ID	X	[0..0]	0136	DRG Approval Indicator		Not used.
10	2	IS	X	[0..0]	0056	DRG Grouper Review Code		Not used.
11	478	CE	X	[0..0]	0083	Outlier Type		Not used.
12	3	NM	X	[0..0]		Outlier Days		Not used.
13	538	CP	X	[0..0]		Outlier Cost		Not used.

DG1 – Diagnosis Segment (Continued)								
SEQ	LEN	DT	Usage	Cardinality	TBL#	Element Name	Required/Recommended/Literal Value	Description/Comments
14	4	ST	X	[0..0]		Grouper Version/Type		Not used.
15	2	ID	RE	[0..1]		Diagnosis Priority	Diagnosis Priority	PHVS DiagnosisPriority HL7 2x Diagnosis Priority = 1 for primary diagnosis
16	309	XCN	X	[0..*]		Diagnosing Clinician		Not used.
17	3	IS	X	[0..1]	0228	Diagnosis Classification		Not used.
18	1	ID	X	[0..1]	0136	Confidential Indicator		Not used.
19	26	TS	X	[0..1]		Attestation Date/Time		Not used.
20	427	EI	X	[0..1]		Diagnosis Identifier		Not used.
21	1	ID	X	[0..1]	0206	Diagnosis Action Code		Not used.

Example Data:

DG1|1||K922^Gastrointestinal hemorrhage, unspecified^I10||20170609085500-0700|A|||||||1
 DG1|2||K3580^Unspecified acute appendicitis^I10||20170610122500-0700|W|||||||3

PR1– PROCEDURES SEGMENT

This segment is used to carry information relative to various types of procedures performed.

PR1 – Procedures Segment								
SEQ	LEN	DT	Usage	Cardinality	TBL#	Element Name	Required/Recommended/Literal Value	Description/Comments
1	4	SI	R	[1..1]		Set ID	Set ID	PR1 1 ... PR2 2 ...
2	3	IS	X	[0..1]	0089	Procedure Coding Method		Not used.
3	478	CE	R	[1..1]	0088	Procedure Code	Identifier ^ Description ^ Coding System	Concept value from CPT OR PHVS_AdministrativeProcedure_CDC_ICD-10PCS
4	40	ST	X	[0..0]		Procedure Description		Not used.
5	26	TS	R	[1..1]		Procedure Date and Time	YYYYMMDDHHMM[SS[.S[S[S[S]]]]+/-ZZZZ	The minimum granularity is to the nearest minute. Include time zone offset
6	2	IS	X	[0..1]	0230	Procedure Functional Type		Not used.
7	4	NM	X	[0..1]		Procedure Minutes		Not used.
8	309	XCN	X	[0..0]	0010	Anesthesiologist		Not used.
9	2	IS	X	[0..1]	0019	Anesthesia Code		Not used.
10	4	NM	X	[0..1]		Anesthesia Minutes		Not used.
11	309	XCN	X	[0..0]	0010	Surgeon		Not used.
12	309	XCN	X	[0..0]	0010	Procedure Practitioner		Not used.
13	478	CE	X	[0..1]	0059	Consent Code		Not used.
14	2	ID	X	[0..1]	0418	Procedure Priority		Not used.

PR1 – Procedures Segment (Continued)								
SEQ	LEN	DT	Usage	Cardinality	TBL#	Element Name	Required/Recommended/Literal Value	Description/Comments
15	478	CE	X	[0..1]	0051	Associated Diagnosis Code		Not used.
16	478	CE	X	[0..*]	0340	Procedure Code Modifier		Not used.
17	20	IS	X	[0..1]	0416	Procedure DRG Type		Not used.
18	478	CE	X	[0..*]	0417	Tissue Type Code		Not used.
19	427	EI	X	[0..1]		Procedure Identifier		Not used.
20	1	ID	X	[0..1]	0206	Procedure Action Code		Not used.

Example Data:

PR1|1||0HQ0XZZ^Repair Scalp Skin, External Approach^I10| |20170903083500-0700

IN1– INSURANCE SEGMENT

The IN1 segment contains insurance policy coverage information necessary to produce properly pro-rated patient and insurance bills.

IN1 – Insurance Segment								
SEQ	LEN	DT	Usage	Cardinality	TBL#	Element Name	Required/Recommended/Literal Value	Description/Comments
1	4	SI	R	[1..1]		Set ID	Set ID	IN1 1 ... IN2 2 ...
2	478	CE	R	[1..1]	0072	Insurance Plan ID	Identifier ^ Description ^ Coding System	User defined table #0072 If Information is unavailable then use UNK^UNKNOWN^NULLFL
3	250	CX	R	[1..*]	0203	Insurance Company ID	Identifier ^^^ Assigning Authority Name & ID & ID Type ^ Identifier Type ^ Assigning Facility Name & ID & ID Type	PHVS UniversalIDTypeSyndromicSurveillance If Information is unavailable then use UNKNOWN^^^UNKNOWN
4	250	XON	X	[0..*]		Ins. Company Name		Not used.
5	513	XAD	X	[0..*]		Ins. Company Address		Not used.
6	294	XPN	X	[0..*]		Ins. Company Contact Person		Not used.
7	250	XTN	X	[0..*]		Ins. Company Phone Number		Not used.
8	12	ST	X	[0..1]		Group Number		Not used.
9	250	XON	X	[0..*]		Group Name		Not used.
10	250	CX	X	[0..*]		Insured's Group Emp. ID		Not used.
11	250	XON	X	[0..*]		Insured's Group Emp. Name		Not used.
12	8	DT	X	[0..1]		Plan Effective Date		Not used.
13	8	DT	X	[0..1]		Plan Expiration Date		Not used.
14	239	AUI	X	[0..1]		Authorization Information		Not used.

IN1 – Insurance Segment (Continued)								
SEQ	LEN	DT	Usage	Cardinality	TBL#	Element Name	Required/Recommended/Literal Value	Description/Comments
15	3	IS	RE	[0..1]	0086	Plan Type	Plan Type	Coding structure of plan types, Medicare, Medicaid, Blue Cross, etc. PHVS SourceOfPaymentTypology PHDSC
16	294	XPN	X	[0..*]		Name of Insured		Not used.
17	478	CE	X	[0..1]	0063	Insured’s Rel. to Patient		Not used.
18	26	TS	X	[0..1]		Insured’s Date of Birth		Not used.
19	513	XAD	X	[0..*]		Insured’s Address		Not used.
20	2	IS	X	[0..1]	0135	Assignment of Benefits		Not used.
21	2	IS	X	[0..1]	0173	Coordination of Benefits		Not used.
22	2	ST	X	[0..1]		Coordination of Benefit Priority		Not used.
23	1	ID	X	[0..1]	0136	Notice of Admission Flag		Not used.
24	8	DT	X	[0..1]		Notice of Admission Date		Not used.
25	1	ID	X	[0..1]	0136	Report of Eligibility Flag		Not used.
26	8	DT	X	[0..1]		Report of Eligibility Date		Not used.
27	2	IS	X	[0..1]	0093	Release Info. Code		Not used.
28	15	ST	X	[0..1]		Pre-Admit Cert (PAC)		Not used.
29	26	TS	X	[0..1]		Verification Date/Time		Not used.
30	309	XCN	X	[0..*]		Verification By		Not used.
31	2	IS	X	[0..1]	0098	Type of Agreement Cd.		Not used.

IN1 – Insurance Segment (Continued)								
SEQ	LEN	DT	Usage	Cardinality	TBL#	Element Name	Required/Recommended/Literal Value	Description/Comments
32	2	IS	X	[0..1]	0022	Billing Status		Not used.
33	4	NM	X	[0..1]		Lifetime Reserve Days		Not used.
34	4	NM	X	[0..1]		Delay Before L. R. Day		Not used.
35	8	IS	X	[0..1]	0042	Company Plan Code		Not used.
36	15	ST	X	[0..1]		Policy Number		Not used.
37	538	CP	X	[0..1]		Policy Deductible		Not used.
38	538	CP	X	[0..0]		Policy Limit – Amount		Not used.
39	4	NM	X	[0..1]		Policy Limit – Days		Not used.
40	538	CP	X	[0..0]		Room Rate – Semi-Private		Not used.
41	538	CP	X	[0..0]		Room Rate – Private		Not used.
42	478	CE	X	[0..1]	0066	Insured – Emp. Status		Not used.
43	1	IS	X	[0..1]	0001	Insured – Admin. Sex		Not used.
44	513	XAD	X	[0..*]		Insured Employer Add.		Not used.
45	2	ST	X	[0..1]		Verification Status		Not used.
46	8	IS	X	[0..1]	0072	Prior Insurance Plan ID		Not used.
47	3	IS	X	[0..1]	0309	Coverage Type		Not used.
48	2	IS	X	[0..1]	0295	Handicap		Not used.

IN1 – Insurance Segment (Continued)								
SEQ	LEN	DT	Usage	Cardinality	TBL#	Element Name	Required/Recommended/Literal Value	Description/Comments
49	250	CX	X	[0..*]		Insured’s ID Number		Not used.
50	1	IS	X	[0..1]	0535	Signature Code		Not used.
51	8	DT	X	[0..1]		Signature Code Date		Not used.
52	250	ST	X	[0..1]		Insured’s Birth Place		Not used.
53	2	IS	X	[0..1]	0099	VIP Indicator		Not used.

Example Data:

IN1|1|T71^4353875^L|12345^^^Insurance com&2.34.567.8.901234.56.7.8&ISO^MCD^Facility&3.45.678.9.012345.67.8.9&ISO^HC|||||||35^BlackLung^PHDSC

SYNDROMIC SURVEILLANCE MESSAGING EXAMPLE

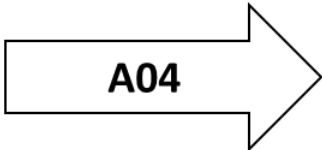

A case scenario has been presented to illustrate how this Guide should be used for messaging syndromic surveillance information about a patient visit.

Case - Emergency Department Visit:

On March 25th 2018, at 4:30 AM, a 78-year-old White, non-Hispanic male walked into Miracle Care Medical Center's Emergency Department (Facility Identifier: 2231237890). The patient was complaining of fever, cough and difficulty breathing. At 5:01 AM, A nurse assistant registered the patient into the ED registration system. She recorded the patient's name, date of birth, race, ethnicity, and residence and insurance information. She also entered the patient's chief complaint as, 'fever, cough, difficulty breathing.' At 9:38 AM, the attending physician examined the patient and ordered diagnostic lab tests for influenza infection. She updated the patient's medical record with working ICD-10-CM diagnosis codes of J10.1(Influenza due to other identified influenza virus with other respiratory manifestations) and J45.40(Moderate persistent asthma with acute exacerbation). J10.1 was the primary diagnosis code for this visit. Lab results later confirmed that the patient had type B flu. The patient was treated for influenza infection and asthma, over the course of the next 3 days, began to recover from the respiratory complications of his influenza infection. On March 28th 2018, at 1:00 PM the patient was discharged from the hospital to his home. After 3 days, all the final diagnosis codes and procedure codes were entered by a coder for services received by the patient during the visit.

The facility's electronic health record module for syndromic surveillance data assembles and transmits all the messages to Tarrant County Public Health about this visit.

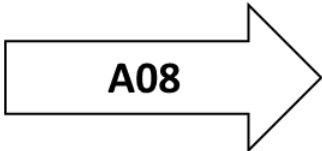

Patient visit at ED for treatment
On March 25, 2018 at 4:30 AM a 78 year-old White, non-Hispanic male walked into Miracle Care Medical Center’s Emergency Department. At 5:01 AM the patient was registered by a nurse assistant. She recorded that the patient’s reason for visit was “fever, cough, difficulty breathing.”



ADT A04 message is generated for patient registration.

See Example 1.1 below for sample registration message.

Diagnosis
At 9:38 AM the attending physician examined the patient and ordered diagnostic tests for influenza infection. The patient’s medical record was updated with working ICD-10 diagnosis codes of J10.1 (Influenza due to other identified influenza virus with other respiratory manifestations) and J45.40 (Moderate persistent asthma with acute exacerbation). J10.1 was the primary diagnosis code for the visit.

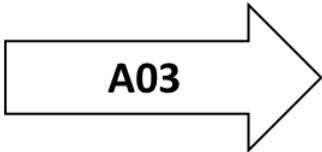



ADT A08 message is generated for updates during patient visit.

See Example 1.2 below for sample update message.

Discharge
The patient was treated for influenza infection and asthma over the course of the next 3 days and began to recover from the respiratory complications of his influenza infection.

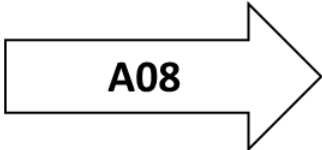

On March 28, 2018 at 1:00 PM the patient was discharged from the hospital to his home.



ADT A03 message is generated for hospital discharge.

See Example 1.3 below for sample discharge message.

Coding of final diagnosis
On March 31, 2018 the final diagnosis codes and procedure codes were entered by coders for services received by the patient during the visit.



ADT A08 message is generated for updates after patient discharge.

See Example 1.4 below for sample update message.

1.1 A04 Event Type (ED Registration)

MSH|^~\&|App^1.23.456.7.890123.45.6.7^ISO|MiracleCareMC^2231237890^NPI|BioSense^2.16.840.1.113883.3.1673^ISO|BioSense^2.16.840.1.113883.3.1673^ISO|20180325050100-0700||ADT^A04^ADT_A01|X123451111|P|2.5.1|||||PH_SS-Batch^SS Sender^2.16.840.1.114222.4.10.3^ISO
 EVN|A04|20180325050100-0700|||MiracleCareMC^2231237890^NPI
 PID|1||22236716^^^MiracleCareMC&2231237890&NPI^MR||~^^^S||19400216|M||2106-3^White^CDCREC|1111 W South Park
 Dr^^PHOENIX^AZ^85035^^^04019|||||UM1000073^^^AN|||2186-5^Not Hispanic^CDCREC|||||20180325050100-0700|MiracleCareMC^2231237890^NPI
 PV1|1|E|1108-
 0^^MiracleCareMC&2231237890&NPI|E||122338^Dixonderson^Sussane|||||222359^^^MiracleCareMC&2231237890&NPI^VN|||||20180325050100-0700
 OBX|1|TX|8661-1^ChiefComplaint^LN||Fever, Cough, difficulty breathing since 2130 last night.||||F||20180325050100-0700
 OBX|2|CWE|SS003^FACILITY/VISIT TYPE^PHINQUESTION||261QE0002X^EmergencyCare^HCPTNUCC||||F||20180325050100-0700
 OBX|3|NM|21612-7^Age-Reported^LN||78|a^^UCUM||||F||20180325050100-0700
 OBX|4|NM|11289-6^BodyTemperature^LN||101.1|[degF]^Fahrenheit^UCUM||||F||20180325050100-0700
 OBX|5|NM|59574-4^BodyMassIndex^LN||35|kg/m2^kilogram / (meter squared)^UCUM||||F||20180325050100-0700
 OBX|6|NM|59408-5^OxygenSaturationinArterialBloodbyPulseOximetry^LN||94|^Percent^UCUM||||F||20180325050100-0700
 OBX|7|NM|8480-6^SystolicBloodPressure^LN||128|mm[Hg]^MilliMeters of Mercury [Blood Pressure Unit]^UCUM||||F||20180325050100-0700
 OBX|8|NM|8462-4^DiastolicBloodPressure^LN||92|mm[Hg]^MilliMeters of Mercury [Blood Pressure Unit]^UCUM||||F||20180325050100-0700
 OBX|9|TS|11368-8^IllnessorInjuryOnsetDateandTime^LN||20180324213000-0700||||F||20180325050100-0700
 OBX|10|CWE|11283-9^InitialAcuity^LN||3^Urgent^CDCEDACUITY||||F||20180325050100-0700
 OBX|11|CWE|56816-2^HospitalUnit^LN||1108-0^EmergencyDepartment^HSLOC||||F||20180325050100-0700
 PR1|1||400084^BILEVEL VENT^L||20180325050100-0700|||||
 PR1|2||400114^MEDS CONTINUOUS^L||20180325050100-0700|||||
 PR1|3||NURS0886^INITIATE CARDIAC BIOMARKER PROCEDURE^L||20180325050100-0700|||||
 IN1|1|1234567^ABC123^L|99996666^^^WeCareUHIG&2.34.567.8.956.7.8&ISO^HC|||||92^Other(Non-government)^PHDSC

1.2 A08 Event Type (Update)

MSH|^~\&|App^1.23.456.7.890123.45.6.7^ISO|MiracleCareMC^2231237890^NPI|BioSense^2.16.840.1.113883.3.1673^ISO|BioSense^2.16.840.1.113883.3.1673^ISO|20180325093800-0700||ADT^A08^ADT_A01|X123452222|P|2.5.1|||||PH_SS-NoAck^SS Sender^2.16.840.1.114222.4.10.3^ISO
 EVN|A08|20180325093800-0700|||MiracleCareMC^2231237890^NPI
 PID|1||22236716^^^MiracleCareMC&2231237890&NPI^MR||~^^^S||19400216|M||2106-3^White^CDCREC|1111 W South Park
 Dr^^PHOENIX^AZ^85035^^^04019|||||UM1000073^^^AN|||2186-5^Not Hispanic^CDCREC|||||20180325093800-0700|MiracleCareMC^2231237890^NPI
 PV1|1|E|1108-
 0^^MiracleCareMC&2231237890&NPI|E||122338^Dixonderson^Sussane|||||222359^^^MiracleCareMC&2231237890&NPI^VN|||||20180325050100-0700
 OBX|1|TX|8661-1^ChiefComplaint^LN||Fever, Cough, difficulty breathing since 2130 last night.||||F||20180325050100-0700

OBX|2|CWE|SS003^FACILITY/VISIT TYPE^PHINQUESTION||261QE0002X^EmergencyCare^HCPTNUCC|||||F|||20180325050100-0700
 OBX|3|NM|21612-7^Age-Reported^LN||78|a^^UCUM|||||F|||20180325050100-0700
 OBX|4|NM|11289-6^BodyTemperature^LN||101.1|[degF]^Fahrenheit^UCUM|||||F|||20180325050100-0700
 OBX|5|NM|59574-4^BodyMassIndex^LN||35|kg/m^2^kilogram / (meter squared)^UCUM|||||F|||20180325050100-0700
 OBX|6|NM|59408-5^OxygenSaturationinArterialBloodbyPulseOximetry^LN||94|%^Percent^UCUM|||||F|||20180325050100-0700
 OBX|7|NM|8480-6^SystolicBloodPressure^LN||128|mm[Hg]^MilliMeters of Mercury [Blood Pressure Unit]^UCUM|||||F|||20180325050100-0700
 OBX|8|NM|8462-4^DiastolicBloodPressure^LN||92|mm[Hg]^MilliMeters of Mercury [Blood Pressure Unit]^UCUM|||||F|||20180325050100-0700
 OBX|9|TS|11368-8^IllnessorInjuryOnsetDateandTime^LN||20180324213000-0700|||||F|||20180325050100-0700
 OBX|10|CWE|11283-9^InitialAcuity^LN||3^Urgent^CDCEDACUITY|||||F|||20180325050100-0700
 OBX|11|CWE|56816-2^HospitalUnit^LN||1108-0^EmergencyDepartment^HSLOC|||||F|||20180325050100-0700
 DG1|1||J101^Influenza due to other identified influenza virus with other respiratory manifestations^I10||20180325093800-0700|W|||||||1
 DG1|2||J4541^Moderate persistent asthma with (acute) exacerbation^I10||20180325093800-0700|W|||||||2
 PR1|1||400084^BILEVEL VENT^L||20180325050100-0700|||||||
 PR1|2||400114^MEDS CONTINUOUS^L||20180325050100-0700|||||||
 PR1|3||NURS0886^INITIATE CARDIAC BIOMARKER PROCEDURE^L||20180325050100-0700|||||||
 PR1|4||LABRPPCR^RESPIRATORY PANEL BY PCR^L||20180325093800-0700|||||||
 PR1|5||LABBLDC^BLOOD CULTURE^L||20180325093800-0700|||||||
 PR1|6||LABPROCT^PROCALCITONIN^L||20180325093800-0700|||||||
 PR1|7||80076^HEPATIC PANEL^L||20180325093800-0700|||||||
 PR1|8||LABTRPTB^TROPONIN T^L||20180325093800-0700|||||||
 PR1|9||400206^BLOOD GAS (ARTERIAL)^L||20180325093800-0700|||||||
 PR1|10||87081^MRSA CULTURE^L||20180325093800-0700|||||||
 IN1|1|1234567^ABC123^L|99996666^^^WeCareUHIG&2.34.567.8.956.7.8&ISO ^HC|||||||92^Other(Non-government)^PHDSC

1.3 A03 Event Type (Discharge)

MSH|^~\&|App^1.23.456.7.890123.45.6.7^ISO|MiracleCareMC^2231237890^NPI|BioSense^2.16.840.1.113883.3.1673^ISO|BioSense^2.16.840.1.113883.3.1673^ISO
 |201803281300-0700||ADT^A03^ADT_A03|X123453333|P|2.5.1|||||||PH_SS-NoAck^SS Sender^2.16.840.1.114222.4.10.3^ISO
 EVN|A03|201803281300-0700|||||MiracleCareMC^2231237890^NPI
 PID|1||22236716^^^MiracleCareMC&2231237890&NPI^MR||~^S||19400216|M||2106-3^White^CDCREC|1111 W South Park
 Dr^^PHOENIX^AZ^85035^^^04019|||||UM1000073^^^AN|||||2186-5^Not Hispanic^CDCREC|||||||201803281300-0700|MiracleCareMC^2231237890^NPI
 PV1|1|E|1108-
 0^^^MiracleCareMC&2231237890&NPI|E||122338^Dixonderson^Sussane|||||||222359^^^MiracleCareMC&2231237890&NPI^VN|||||||01|||||||20180
 325050100-0700|201803281300-0700
 DG1|1||J101^Influenza due to other identified influenza virus with other respiratory manifestations^I10||20180325093800-0700|F|||||||1
 DG1|2||J4541^Moderate persistent asthma with (acute) exacerbation^I10||20180325093800-0700|F|||||||2

PR1|1|400084^BILEVEL VENT^L|20180325050100-0700|||||||
 PR1|2|400114^MEDS CONTINUOUS^L|20180325050100-0700|||||||
 PR1|3|NURS0886^INITIATE CARDIAC BIOMARKER PROCEDURE^L|20180325050100-0700|||||||
 PR1|4|LABRPPCR^RESPIRATORY PANEL BY PCR^L|20180325093800-0700|||||||
 PR1|5|LABBLDC^BLOOD CULTURE^L|20180325093800-0700|||||||
 PR1|6|LABPROCT^PROCALCITONIN^L|20180325093800-0700|||||||
 PR1|7|80076^HEPATIC PANEL^L|20180325093800-0700|||||||
 PR1|8|LABTRPTB^TROPONIN T^L|20180325093800-0700|||||||
 PR1|9|400206^BLOOD GAS (ARTERIAL)^L|20180325093800-0700|||||||
 PR1|10|87081^MRSA CULTURE^L|20180325093800-0700|||||||
 OBX|1|TX|8661-1^ChiefComplaint^LN|Fever, Cough, difficulty breathing since 2130 last night.||||F||20180325050100-0700
 OBX|2|CWE|SS003^FACILITY/VISIT TYPE^PHINQUESTION|261QE0002X^EmergencyCare^HCPTNUCC||||F||20180325050100-0700
 OBX|3|NM|21612-7^Age-Reported^LN|78|a^^UCUM||||F||20180325050100-0700
 OBX|4|NM|11289-6^BodyTemperature^LN|101.1|[degF]^Fahrenheit^UCUM||||F||20180325050100-0700
 OBX|5|NM|59574-4^BodyMassIndex^LN|35|kg/m^2^kilogram / (meter squared)^UCUM||||F||20180325050100-0700
 OBX|6|NM|59408-5^OxygenSaturationinArterialBloodbyPulseOximetry^LN|94|^%Percent^UCUM||||F||20180325050100-0700
 OBX|7|NM|8480-6^SystolicBloodPressure^LN|128|mm[Hg]^MilliMeters of Mercury [Blood Pressure Unit]^UCUM||||F||20180325050100-0700
 OBX|8|NM|8462-4^DiastolicBloodPressure^LN|92|mm[Hg]^MilliMeters of Mercury [Blood Pressure Unit]^UCUM||||F||20180325050100-0700
 OBX|9|TS|11368-8^IllnessorInjuryOnsetDateandTime^LN|20180324213000-0700||||F||20180325050100-0700
 OBX|10|CWE|11283-9^InitialAcuity^LN|3^Urgent^CDCEDACUITY||||F||20180325050100-0700
 OBX|11|CWE|56816-2^HospitalUnit^LN|1108-0^EmergencyDepartment^HSLOC||||F||20180325050100-0700
 IN1|1|1234567^ABC123^L|99996666^^^WeCareUHIG&2.34.567.8.956.7.8&ISO ^HC|||||||92^Other(Non-government)^PHDSC

1.4 A08 Event Type (Coding of Final Diagnosis)

MSH|^~\&|App^1.23.456.7.890123.45.6.7^ISO|MiracleCareMC^2231237890^NPI|BioSense^2.16.840.1.113883.3.1673^ISO|BioSense^2.16.840.1.113883.3.1673^ISO
 |201803311645-0700|ADT^A08^ADT_A01|X123454444|P|2.5.1|||||PH_SS-NoAck^SS Sender^2.16.840.1.114222.4.10.3^ISO
 EVN|A08|201803311645-0700|||||MiracleCareMC^2231237890^NPI
 PID|1||22236716^^^MiracleCareMC&2231237890&NPI^MR|~^S|19400216|M||2106-3^White^CDCREC|1111 W South Park
 Dr^^PHOENIX^AZ^85035^^^04019|||||UM1000073^^^AN|||2186-5^Not Hispanic^CDCREC|||||||201803311645-0700|MiracleCareM^2231237890^NPI
 PV1|1|E|1108-
 0^^MiracleCareMC&2231237890&NPI|E||122338^Dixonderson^Sussane|||||||222359^^^MiracleCareMC&2231237890&NPI^VN|||||||01|||||||20180
 325050100-0700|201803281300-0700
 OBX|1|TX|8661-1^ChiefComplaint^LN|Fever, Cough, difficulty breathing since 2130 last night.||||F||20180325050100-0700
 OBX|2|CWE|SS003^FACILITY/VISIT TYPE^PHINQUESTION|261QE0002X^EmergencyCare^HCPTNUCC||||F||20180325050100-0700
 OBX|3|NM|21612-7^Age-Reported^LN|78|a^^UCUM||||F||20180325050100-0700

OBX|4|NM|11289-6^BodyTemperature^LN||101.1|[degF]^Fahrenheit^UCUM||||F|||20180325050100-0700

OBX|5|NM|59574-4^BodyMassIndex^LN||35| kg/m2^kilogram / (meter squared)^UCUM||||F|||20180325050100-0700

OBX|6|NM|59408-5^OxygenSaturationinArterialBloodbyPulseOximetry^LN||94|%^Percent^UCUM||||F|||20180325050100-0700

OBX|7|NM|8480-6^SystolicBloodPressure^LN||128|mm[Hg]^MilliMeters of Mercury [Blood Pressure Unit]^UCUM||||F|||20180325050100-0700

OBX|8|NM|8462-4^DiastolicBloodPressure^LN||92|mm[Hg]^MilliMeters of Mercury [Blood Pressure Unit]^UCUM||||F|||20180325050100-0700

OBX|9|TS|11368-8^IllnessorInjuryOnsetDateandTime^LN||20180324213000-0700||||F|||20180325050100-0700

OBX|10|CWE|11283-9^InitialAcuity^LN||3^Urgent^CDCEDACUITY||||F|||20180325050100-0700

OBX|11|CWE|56816-2^HospitalUnit^LN||1108-0^EmergencyDepartment^HSLOC||||F|||20180325050100-0700

DG1|1||J101^Influenza due to other identified influenza virus with other respiratory manifestations^I10||20180325093800-0700|F|||||||1

DG1|2||J4541^Moderate persistent asthma with (acute) exacerbation^I10||20180325093800-0700|F|||||||2

DG1|3||I509^Heart failure, unspecified^I10||201803311645-0700|F|||||||3

DG1|4||E871^Hypo-osmolality and hyponatremia^I10||201803311645-0700|F|||||||4

DG1|5||R739^Hyperglycemia, unspecified^I10||201803311645-0700|F|||||||5

PR1|1||400084^BILEVEL VENT^L||20180325050100-0700|||||||

PR1|2||400114^MEDS CONTINUOUS^L||20180325050100-0700|||||||

PR1|3||NURS0886^INITIATE CARDIAC BIOMARKER PROCEDURE^L||20180325050100-0700|||||||

PR1|4||LABRPPCR^RESPIRATORY PANEL BY PCR^L||20180325093800-0700|||||||

PR1|5||LABBLDC^BLOOD CULTURE^L||20180325093800-0700|||||||

PR1|6||LABPROCT^PROCALCITONIN^L||20180325093800-0700|||||||

PR1|7||80076^HEPATIC PANEL^L||20180325093800-0700|||||||

PR1|8||LABTRPTB^TROPONIN T^L||20180325093800-0700|||||||

PR1|9||400206^BLOOD GAS (ARTERIAL)^L||20180325093800-0700|||||||

PR1|10||87081^MRSA CULTURE^L||20180325093800-0700|||||||

IN1|1||1234567^ABC123^L|99996666^^^WeCareUHIG&2.34.567.8.956.7.8&ISO ^HC|||||||92^Other(Non-government)^PHDSC

TOOLS AND RESOURCES

Logical Observation Identifiers Names and Codes (LOINC) Search Engine <http://search.loinc.org>

Browser engine for Logical Observation Identifiers Names and Codes (LOINC)

CDC PHIN Vocabulary Access and Distribution System (VADS) <https://phinvads.cdc.gov>

Vocabulary tool containing coded values for:

- *HL7 and user-defined tables*
- *LOINC*
- *SNOMED-CT*
- *ICD-10-CM*

National Institute for Standards and Technology (NIST) HL7 V2.5.1 Syndromic Surveillance Validation Tool – ONC 2015 Edition <https://hl7v2-ss-r2-testing.nist.gov/ss-r2/#/cf>

HL7 Version 2.5.1 Syndromic Surveillance Message Receiver Profile Validation Tool released by NIST

GLOSSARY

TCPH	Tarrant County Public Health	LPHJ	The Local Public Health Jurisdiction or entity providing Public Health Services (as defined by the National Public Health Performance Standards Program (NPHPS) ten essential services) within a geographic area in the State of Arizona.
NTXSS	North Texas Syndromic Surveillance	Meaningful Use	The adoption and use of Certified Electronic Health Record Technology (CEHRT) for increased interoperability to improve patient care and create better integration between public health and healthcare. Also refers to the CMS incentive programs now known as Promoting Interoperability.
ADT	An HL7 message type specific to an Admission, Discharge, and Transfer activity within a medical hospital or facility.	Message	An atomic unit of data comprised of a group of segments in a defined sequence.
Assigning Authority	Identifies the system, application, or organization that assigns the identifier.	NIST	National Institute for Standards and Technology
Assigning Facility	Identifies the place where the identifier is assigned.	NIST Validation Tool	A message validation tool released by NIST to help Promoting Interoperability candidates prepare for certification.
Batch	A group of messages.	NSSP	National Syndromic Surveillance Program
Cardinality	Minimum and maximum number of times the data element may appear.	OID	Object Identifier. A globally unique ISO identifier.
CDC	Centers for Disease Control and Prevention	ONC	Office of the National Coordinator for Health Information Technology
CEHRT	Certified Electronic Health Record Technology, certified by the ONC.	PHIN	Public Health Information Network
CLIA	Clinical Laboratory Improvement Amendments	Primitive	A data type that consists of a series of characters.
Component	Data element within a field.	Promoting Interoperability	CMS incentive programs that promote the meaningful use of CEHRT and create better integration between public health and healthcare.
Component Separator	Separates adjacent components or data elements within a field.	Repetition Separator	Separates multiple occurrences of a field where allowed.
Composite	A data type made up of a series of components that are themselves assigned a data type.	Segment	A logical grouping of data fields.
CMS	Centers for Medicare and Medicaid Services	Segment Group	A logical unit of two or more segments.
Database View	The cloud-enabled, web-based platform where ADHS and LPHJs view and analyze patient-level data.	Segment Terminator	Ends a segment record. This value cannot be changed by implementers.
Data Type (DT)	The basic building block used to construct or restrict the contents of a data field.	Sequence (SEQ)	Ordinal position of the field within the segment.
DUA	Data Use Agreement	Subcomponent	Data element within a component.
ED	Emergency Department	Subcomponent Separator	Separates adjacent subcomponents within a component.
EHR	Electronic Health Record – The systematic collection of elements which comprise a health-related record about an individual or populations.	Usage	Indicates whether the message element is required, required but can be empty, conditional, or not used.
Escape Character	Used to signal certain special characteristics of portions of the text field.	UCUM	Unified Code for Units of Measure
Facility	A general reference to a hospital or hospital setting.	User Manager	The person from a LPHJ, also referred to as the BioSense Local Liaison, who functions as a Security Steward for their jurisdiction authorizing and deactivating user access to BioSense.
Field	A string of characters.		
Field Separator	Separates two adjacent data fields within a segment. It also separates the segment ID from the first data field in each segment.		
File	Contains one or more batches.		
HL7	An international messaging standard used to exchange electronic health information.		
ISO	International Organization for Standardization		
Length (LEN)	The number of characters that one occurrence of the data field or component may occupy.		