



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER 144845  
PAGE 1 OF 9  
DATE: 3/11/2025

**SUBJECT: CONSIDERATION OF DATA SHARING AGREEMENT BETWEEN  
TARRANT COUNTY AND TEXAS HEALTH RESOURCES FOR THE  
PROVISION OF EPICCARE LINK SERVICES**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court consider a Data Sharing Agreement between Tarrant County and Texas Health Resources for the provision of EpicCare Link Services including access to the EpicCare Link portal and EpicCare Link through which TCPH is able to access medical records.

**BACKGROUND**

Tarrant County Public Health (TCPH) provides a variety of clinical services for patients through clinics and programs in Tarrant County. TCPH clinical staff routinely request and obtain medical records from Texas Health Resources to gather medical history and treatment information for patients. HIPAA law 45CFR164.512 permits facilities to release protected health information to TCPH for treatment, payment, and the operation of clinical services.

TCPH and Texas Health Resources have exchanged medical records via paper and electronic fax for years. This process is time-consuming for both parties and incurs costs associated with staffing hours, supplies, fax machines, and fax lines. This request aims to streamline the previous manual fax process.

With approval, TCPH will be granted access to Texas Health Resources through EpicCare Link Services to view medical records. This agreement outlines specific requirements for system access, use and disclosure of protected health information, safeguards, data ownership, audits, and compliance with federal and state laws.

The term of the agreement is from March 4, 2025, or as approved by the Commissioners Court, and shall remain in effect unless a new agreement is entered into or terminated by either party upon thirty (30) days advance written notification of termination.

The Criminal District Attorney's Office has approved this agreement as to form.

**FISCAL IMPACT**

There is no fiscal impact associated with this agreement.

SUBMITTED BY	Public Health	PREPARED BY:	Amanda Campbell
		APPROVED BY:	Dr. Brian Byrd



## Innovative Technology Solutions DATA SHARING SERVICES AGREEMENT

### EpicCare Link Services

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THIS DATA SHARING SERVICES AGREEMENT (the "Agreement") is made and entered into by and between **TEXAS HEALTH RESOURCES** ("THR"), a Texas not-for-profit corporation, and \_\_\_\_\_ . ("Organization").

#### RECITALS

**WHEREAS**, THR offers information technology services that includes clinical and/or billing information; and

**WHEREAS**, Organization provides services for Texas Health patients, hospitals, or providers and requires access to clinical and/or billing information.

**NOW, THEREFORE**, the parties hereto agree as follows:

#### AGREEMENT

##### 1. Term and Termination

This Agreement shall commence on the date hereof and shall continue in effect for one (1) year unless canceled by either party for any reason with thirty (30) days prior written notice to the other party. At the expiration, this Agreement shall automatically renew for successive one-year periods unless a new agreement is entered into or terminating party delivers to the other party thirty (30) days advance written notification of termination.

##### 2. Description of Services

THR agrees to provide EpicCare Link Services ("Services") including access to the EpicCare Link portal and EpicCare Link through which Organization is able to access clinical and/or billing information.

##### 3. Warranty

- (a) THR represents and warrants that all Services provided hereunder will be in accordance with reasonably accepted professional standards and practice. THR will exercise reasonable efforts and diligence to perform all Services hereunder; provided that, the manner of performance of Services will be in the reasonable discretion of THR.
- (b) EpicCare Link Services' Authorized Users acknowledge that electronic records may be incomplete in electronic form, such as during processing time for hard copy records and natural processing time for test results.
- (c) THR shall not be responsible in any manner for any nonconforming Services to the extent directly or indirectly caused by the Organization, or otherwise directly or indirectly resulting from the Organization's failure to comply with its obligations hereunder or the reasonable requirements and guidelines prescribed by THR from time to time. In addition, THR shall not be responsible for loss or corruption of data in transmission or for failure to send or receive data. Further, THR shall not be responsible for the failure of the Organization or any third party to provide accurate data to THR,

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- or for the Organization's or any third party's equipment or software errors or failures, or for the failure of the Organization or any third party to act on any communication transmitted to or by the Organization.
- (d) EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THIS AGREEMENT, ALL SERVICES, SYSTEMS AND PRODUCTS PROVIDED BY THR UNDER THIS AGREEMENT ARE PROVIDED WITHOUT ANY EXPRESS OR IMPLIED WARRANTY IN FACT OR IN LAW, WHATSOEVER. In no event will THR be liable for any incidental, consequential, or indirect damages, including, without limitation, damages for loss of revenue or profit, interruptions of business or similar costs and expenses. The extent of THR's liability under or in connection with this Agreement is limited to the fees paid, if any, by the Organization under this Agreement.
  - (e) The Organization confirms that it has made (or will make) the selection of each item of equipment and related licensed software, if applicable, on the basis of its own judgment. THR shall not be liable to the Organization for any matter relating to the ordering, manufacture, purchase or delivery of the equipment or for any claim, loss, damage or expense of any kind related to or caused by the equipment. If applicable, THR hereby assigns to the Organization all rights that THR has in any express written warranties made by the manufacturer(s) and/or seller(s) of the equipment and licensed software that are by law or by their terms assignable, and THR makes no representation or warranty of any manufacturer, supplier or contractor.
  - (f) This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

#### **4. Severability**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement and each separate provision hereof shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

#### **5. Notice**

Any notice required to be provided to any party to this Agreement shall be in writing and will be considered effective as of the date of deposit with the United States Postal Service by certified or registered mail, return receipt requested, and addressed to the party as follows:



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**If to Organization:**

**Attention:** \_\_\_\_\_  
\_\_\_\_\_

**If to THR:**

**Texas Health Resources  
600 E. Lamar Blvd., Suite 301  
Arlington, Texas 76011  
Attention: ITS EpicCare Link/Interoperability Team**

**Copy to:**

**Legal Department  
Texas Health Resources  
612 E. Lamar Blvd., Suite 1400  
Arlington, Texas 76011  
Attention: General Counsel**

**6. Assignment; Successors**

Neither party shall assign or delegate any rights or obligations under this Agreement, or subcontract the performance of any obligations required hereunder, except as otherwise may be agreed in writing by the parties or except by corporate merger.

**7. Jurisdiction and Venue**

This Agreement and the rights of the parties hereto shall be governed by, construed and enforced in accordance with the substantive laws of the State of Texas (but not including its conflict of laws rules if and to the extent such rules would apply the substantive laws of another jurisdiction). The parties hereby agree that venue for all purposes including any legal proceeding arising out of or in connection with this Agreement shall be in Tarrant County, Texas.

**8. Modification and Amendment**

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, commitments, and writings with regards to the Services provided. It may not be changed or modified except by written instrument signed by both parties.

**9. Confidentiality**

Neither party will disclose any terms of this Agreement, except as otherwise required by law. During the term of this Agreement and surviving its expiration or termination, each party will regard and use reasonable efforts to preserve as confidential all information related to the business of the other party

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and its Organization and patients. Confidential information does not include: (a) information that is publicly known prior to disclosure or becomes publicly known through no wrongful act; (b) information that was in lawful possession prior to the disclosure and was not received as a result of any breach of confidentiality; (c) information that was independently developed outside the scope of this Agreement; or (d) information disclosed by operation of or as required by law.

#### **10. Independent Status**

The relationship of THR to the Organization shall be that of independent contractor for all purposes hereunder and neither party shall have the right to enter into agreements in the name of or on behalf of the other. Nothing contained herein shall be construed to create an employer/employee, partnership, joint venture or principal/agent relationship between the parties. In no event shall persons employed by either party be held or construed to be employees of the other party. Organization shall have no supervisory power or control over any employees, agents or independent contractors engaged by THR in connection with its performance hereunder.

#### **11. Non-Solicitation of Employees**

The Organization agrees not to hire THR employees working in the Texas Health Information Services division who are directly involved with the performance of the Services during the term of this Agreement and for 12 months following the performance of the Services without prior written consent of THR.

#### **12. Authorization for Services**

The Organization warrants that access to hospital patient clinical and/or billing information is required in order to perform its covered functions of treatment, payment, and healthcare operations as defined in the HIPAA Privacy Rule.

The Authorized User is an individual authorized by THR or the Authorized Organization under this Agreement to use EpicCare Link Services clinical and/or billing information for treatment, payment, and healthcare operations as defined in the HIPAA Privacy Rule.

The Organization must identify primary and secondary Security Administrators who have current and active EpicCare Link Services accounts. Security Administrators' responsibilities include approving new access, reporting terminations, auditing access, and reporting role changes to ensure appropriate access. THR will routinely send a current Authorized User list to the Security Administrator on a regular basis, and the Security Administrator must validate all users within 30 days of the notification or the Organization's Authorized Users will lose access to EpicCare Link Services and be deactivated. THR may have cause, in its sole discretion to send a request for expedited validation of one or more users. In such case, Security Administrator will respond the same business day or THR may inactivate the user.

Each Organization's Authorized User agrees to comply with the requirements in the applicable EpicCare Link Services Authorized User Agreement which describes the user's obligations

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regarding the use and confidentiality of protected health information. To review this Agreement, click on the link at the bottom of the EpicCare Link home page.

The Organization hereby agrees to provide to THR a list containing the following information regarding Authorized Users: (1) the Primary and Secondary Security Administrator, (2) the listing of physician(s), if applicable, (3) the list of all Authorized Users, (4) employer. **THR reserves the right to ask for employment validation and/or Business Associate Agreements in accordance with this Agreement.**

#### 13. **Compliance**

The Organization represents and warrants that its use of the data provided complies with applicable laws. The Organization represents and warrants to THR that (a) the Organization is not excluded from any federal health care program, as defined under 42 USC Section 1320a-7b(f), for the provision of items or services for which payment may be made under a federal health care program; (b) no basis for exclusion from any health care program exists; (c) the Organization has not arranged or contracted (by employment or otherwise) with any employee, vendor or agent that the Organization knows or should know is excluded from participation in any federal health care program; and (d) no final adverse action, as such term is defined under 42 USC Section 1320a-7e(g), has occurred or is pending or threatened against the Organization or to the Organization's knowledge against any employee, vendor or agent engaged to provide items or services under this Agreement (collectively "Exclusions/Adverse Actions"). The Organization, during the term of the Agreement, shall notify THR of any Exclusions/Adverse Actions or any basis therefore within fifteen (15) days of its learning of any such Exclusions/Adverse Actions or any basis therefore.

In providing the services required by this Agreement, THR must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. THR shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

THR acknowledges that it has fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission as required by law, and that the attached signed copy attached hereto is a full and true copy of said filed form.

THR is EXEMPT from Certifications required by Texas Government Code §2271.002 and §2274.002 because THR is a non-profit entity.

#### 14. **Confidentiality of Patient Information.**

All parties to this Agreement recognize that the patient information covered by this Agreement is private and confidential. Specifically, the parties agree to comply with any rules and regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and further agree to amend this Agreement to comply with any such HIPAA final rules and regulations as applicable.

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The Organization further agrees that all patient information and data provided to it by THR or accessed by it via Services shall be kept confidential and shall not be disclosed, directly or indirectly, to anyone except employees or Business Associates of the Organization who have a need to know and who have agreed to be bound to the terms of this Agreement. The Organization further agrees not to use patient information for any other purposes except to the extent directly related to or necessary to perform its covered functions of treatment, payment, and healthcare operations as defined in the HIPAA Privacy Rule.

Further, the Organization represents and warrants that the Organization has a HIPAA compliant Business Associate Agreement with any subcontractor fulfilling services involving PHI on behalf of the Organization. The Organization shall provide a fully executed copy of such Business Associate Agreement to THR within 7 business days upon written request.



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**15. Execution of Agreement.**

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

**SIGNED AND EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**COUNTY OF TARRANT  
STATE OF TEXAS**

By: \_\_\_\_\_  
Tim O'Hare  
County Judge

**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.

**Texas Health Resources**

By: *Joseph Sudomir*  
Authorized Signature

Printed Name: Joey Sudomir

Title: SVP Chief Information Officer

Date: 1/30/2025

Revised 1/5/2022

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#### EXHIBIT A

##### 1. **Scope of Services**

THR will provide the Organization or the Organization's Business Associates access to clinical and/or billing information through EpicCare Link regarding hospital patients treated by the Organization according to THR's security and access policies. The Organization agrees to treat patients' information in accordance with this Agreement.

##### 2. **Fees**

It is understood that the Services provided under this Agreement have no on-going cost to the Organization as long as the Organization can provide its own technical resources for ongoing support.

If the Organization requests services outside the Scope of Services described in this Exhibit A, THR will evaluate its resources and capabilities, and some charges to Organization may apply. In addition, any fees for services provided by a third-party vendor to prepare the Organization's computer system for the Services provided under this Agreement will be payable by the Organization.

Further, THR may change fees at any time to comply with any Stark, state or federal regulations. The Organization will be given 30 days written notice of such fee changes.