

Exhibit A

**Interlocal Agreement for Emergency Medical Service Data
by and between Dallas County on behalf of
Dallas County Health and Human Services and
the City of Farmers Branch, Texas on behalf of the Farmers Branch Fire Department**

This Inter Local Agreement (“**ILA**” or “**Agreement**”) is entered into by and between Dallas County, Texas, a political subdivision of the State of Texas on behalf of Dallas County Health and Human Services (“**County**”), and the City of Farmers Branch, Texas, a home-rule municipality on behalf of the Farmers Branch Fire Department (“**City**”), and who are collectively referred to herein as the “**Parties.**”

Purpose of the ILA

The purpose of this ILA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information by County and describe County’s rights and obligations with respect to the Confidential Information (as defined below in Section I of this Agreement). This ILA also describes City’s remedies in the event of County’s noncompliance with its obligations under this ILA . The City agrees to provide the County certain Confidential Information, including emergency medical service data, specifically opioid data, for the purpose(s) of public health surveillance and response efforts. Confidential Information will be used to understand the scope of high-priority public health issues and identifying hot spots so response efforts can be targeted to areas of greatest need. No personally identifiable or non-public data will be shared or released by the County. The Confidential Information will also be used by the Dallas County Overdose Response Team (“ORT”), operated by the Dallas County Health and Human Services (“DCHHS”) in partnership with the Recovery Resource Council (“RRC”), a business associate and authorized user as defined under the Health Insurance Portability and Accountability Act (“HIPAA”) or herein, to address the critical issue of opioid overdoses within Dallas County. Utilizing data provided by the City, the ORT identifies individuals at risk and conducts proactive home visits to provide immediate medical intervention and support. The goal of the ORT is to swiftly respond to overdoses, connect individuals with essential treatment and support services, and ultimately reduce the incidence of fatal overdoses across the County.

I.
Definitions/Confidentiality

1.1 Definitions. For the purposes of this ILA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. § 1320d, et seq.) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code § 2054.603; and Texas Health and Safety Code, Ch. 181. In addition, the following terms in this ILA are defined as follows:

(1.1.1) “Authorized Purpose” means the specific purpose or purposes described above for County to fulfill its obligations under the ILA or any other purpose expressly authorized by City in writing in advance.

(1.1.2) “Authorized User” means a Person:

Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this ILA; for whom County warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this ILA.

(1.1.3) “Business Associate” means an individual or entity, other than a member of a covered entity's workforce, who performs functions or activities on behalf of a covered entity that involve the use or disclosure of protected health information (“PHI”).

(1.1.3.1) Dallas County entered into a services agreement with Recovery Resource Council (“RRC”) on May 7, 2024, to expand the County’s Overdose Response Team. RRC is a Business Associate of the County, an authorized user, and is bound by the same confidentiality terms as the County, which are detailed in the Business Associate

Agreement between the County and Recovery Resource Council dated May 9, 2024 and is incorporated into this ILA by reference.

(1.1.4) “Business Associate Agreement” means a legally binding contract, required by HIPAA, between a covered entity and a business associate (someone who performs functions on behalf of the covered entity involving PHI). The BAA outlines how the business associate will safeguard protected health information and how it can be used and disclosed, ensuring compliance with HIPAA regulations, as provided in 45 CFR § 160.103.

(1.1.5) “Confidential Information” and/or “Data” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to County, or that County may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

- (1.1.5.1) Client Information;
- (1.1.5.2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein “PHI”); specifically including substance abuse testing and treatment information;
- (1.1.5.3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (1.1.5.4) Federal Tax Information;
- (1.1.5.5) Individually Identifiable Health Information as related to HIPAA and Texas Health and Safety Code, Ch. 181 (the Texas Medical Records Privacy Act, also known as “Texas HIPAA”), and Personal Identifying Information under Texas Business and Commerce Code, Ch. 521 (the Texas Identity Theft Enforcement and Protection Act);
- (1.1.5.6) Social Security Administration Data, including, without limitation, Medicaid information;
- (1.1.5.7) All privileged work product;
- (1.1.5.8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552; and
- (1.1.5.9) All emergency medical service data, including but not limited to opioid data, for the purpose(s) of public health surveillance and response efforts.

(1.1.6) “Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 42 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

1.2 Confidentiality.

(1.2.1) The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of the shared Confidential Information.

(1.2.2) The County will maintain sufficient safeguards to prevent release or disclosure of any such Confidential Information obtained under this ILA to anyone other than individuals who are authorized by law to receive such records or information and who will protect the Confidential Information from re-disclosure as required by law. The Confidential Information will be housed in a secure location. The foregoing shall not apply to information that:

(1.2.2.1) is not disclosed in writing by County or reduced to writing and marked confidential within 30 days after disclosure; or

(1.2.2.2) is already in County possession at the time of disclosure as evidenced by written records in the possession of County prior to such time; or

(1.2.2.3) is or later becomes part of the public domain through no fault of County; or

(1.2.2.4) is received from a third party having no obligations of confidentiality to the County or City; or

(1.2.2.5) is independently developed by County by its personnel having no access to the Confidential Information.

(1.2.3) The County will use Confidential Information obtained under this ILA only for purposes as described in this ILA and as otherwise allowed by law.

(1.2.4) Notwithstanding any provision relating to confidentiality, the Confidential Information held by the County may be disclosed to a third party pursuant to the Texas

Public Information Act (Texas Government Code Chapter 552), any open records decision or ruling by the Attorney General that such information constitutes public information, or as otherwise provided by law.

(1.2.5) Any remaining Confidential Information provided as part of this ILA will be destroyed within 60 days of the termination of the ILA.

(1.2.6) Confidential Information no longer in use will be destroyed using software that renders the data unrecoverable.

II.

Term and Termination

This ILA is effective on the signature date of the latter of the Parties to sign this agreement and ends on July 31, 2029, unless terminated sooner as provided for in this ILA. The Parties may extend this ILA for one additional four-year term subject to mutually agreeable terms and conditions. Data sharing will end as of the effective date of termination of this ILA. Either Party may terminate performance under this ILA upon thirty (30) days prior written notice to the other Party. Termination of this ILA shall not affect the rights and obligations of the Parties accrued prior to termination.

III.

Authority

The Parties enter into this ILA under the authority of Texas Government Code § 552.115 and Texas Government Code, Chapter 791; Texas Health and Safety Code §§ 191.051 and 1001.089; and Title 25, Part 1, Rule 181.1(21) of the Texas Administrative Code.

IV.

Statement of Work

4.1 The City will deliver to the County certain Confidential Information, specifically including emergency medical service data, via secure website data exchange, according to the variables cited in **Attachment A - Data Fields**, which are attached and incorporated as part of this ILA.

4.2 Data will be used to understand the scope of high-priority public health issues and identify hot spots so response efforts can be targeted to areas of greatest need. Data will also be used by the

ORT, operated by DCHHS in partnership with RRC, to address the critical issue of opioid overdoses within Dallas County. Utilizing data provided by the City, the ORT identifies individuals at risk and conducts proactive home visits to provide immediate medical intervention and support. The goal of the ORT is to respond swiftly to overdoses, connect individuals with essential treatment and support services, and ultimately reduce the incidence of fatal overdoses across the County.

4.3 DCHHS and RRC will provide quarterly reports to the City on the number of patients in their jurisdiction served by the Dallas County Overdose Response Team, including patient enrollment in treatment or support services, naloxone training and distribution, and linkage to social services programs.

4.4 Data sent will be for emergency medical service data occurring during the years 2024 until the expiration of the agreement.

4.5 Files containing the Confidential Information will be delivered to the County according to the following schedule:

(4.5.1) Initially, finalized statistically locked data files will be provided approximately one month after execution of this ILA, for year 2024.

(4.5.2) Weekly files will be provided to the designated DCHHS representative.

4.6 Confidential Information shall only be used for the purpose of public health surveillance and response efforts, including use by the ORT, which includes RRC, to respond to overdoses occurring in Dallas County, unless specifically approved in writing by the City and in compliance with the County's appropriate review. RRC is a Business Associate of the County, an authorized user, and is bound by the same confidentiality terms as the County, which are detailed in the Business Associate Agreement between the County and Recovery Resource Council.

4.7 The method of delivery of Confidential Information will be through the use of a secure file transfer protocol ("**SFTP**") site whose internet address, log-in and password identification will be sent by City personnel to the County's Representative (as noted in Section VIII).

V.

Obligations of County/Duties Regarding Confidential Information

County agrees that:

(5.1.1) County will exercise reasonable care and no less than the same degree of care County uses to protect its own confidential, proprietary and trade secret information to prevent any portion of Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this ILA or as Required by Law. 45 CFR 164.502(b); 45 CFR 164.514(d).

(5.1.2) Except as Required by Law, County will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in 45 C.F.R. 160.103) of County who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to County's management, to carry out County's obligations in connection with the Authorized Purpose.

City, at its election, may assist County in training and education on specific or unique City processes, systems and/or requirements. County will produce evidence of completed training to City upon request. 45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101.

All of County Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources or offered under Texas Government Code Sec. 2054.519(f).

(5.1.3) County will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this ILA or applicable law. County will maintain evidence of sanctions and produce it to City upon request. 45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1).

(5.1.4) County will not, except as otherwise permitted by this ILA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either City or County's own legal counsel to determine whether County should object to the disclosure or access and seek appropriate relief. County will maintain an

accounting of all such requests for disclosure and responses and provide such accounting to City within 48 hours of City's request. 45 CFR 164.504(e)(2)(ii)(A).

(5.1.5) County will not attempt to re-identify or further identify Confidential Information or De-identified Information or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from City or as expressly permitted by this ILA. 45 CFR 164.502(d)(2)(i) and (ii).

(5.1.6) County will not engage in prohibited marketing or sale of Confidential Information. 45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code §§ 181.001(b)(4), 181.153.

(5.1.7) County will not permit, or enter into any agreement with a Subcontractor to create, receive, maintain, use, disclose, have access to or transmit Confidential Information to carry out County's obligations in connection with the Authorized Purpose on behalf of County unless Subcontractor agrees to comply with all applicable laws, rules and regulations. 45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).

(5.1.8) County is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. 45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.

(5.1.9) If City maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, City will make PHI available to County in a Designated Record Set upon request. City will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. City will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. City will make other Confidential Information in its possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. County will maintain an accounting of all such disclosures and provide it to City within 48 hours of City's request. 45 CFR 164.524 and 164.504(e)(2)(ii)(E).

(5.1.10) If PHI is subject to this Agreement, City will make PHI as required by HIPAA available to County for review subsequent to County's incorporation of any amendments requested pursuant to HIPAA. 45 CFR 164.504(e)(2)(ii)(E) and (F).

(5.1.11) If PHI is subject to this Agreement, City will document and make available to County the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. 45 CFR 164.504(e)(2)(ii)(G) and 164.528.

(5.1.12) If the County receives a request for access, amendment or accounting of PHI from an individual with right of access to information subject to this ILA, it will respond to such request in compliance with the HIPAA Privacy Regulations. The County will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to City within 48 hours of City's request. 45 CFR 164.504(e)(2).

(5.1.13) County will provide, and will cause its Subcontractors and agents to provide, to City periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. 45 CFR 164.308; 164.530(c); 1 Tex. Admin. Code ch. 202.

(5.1.14) Except as otherwise limited by this ILA or law applicable to Confidential Information, County may use PHI for the proper management and administration of County or to carry out County's legal responsibilities. Except as otherwise limited by this ILA or law applicable to the Confidential Information, County may disclose PHI for the proper management and administration of County's subcontractor or to carry out County's legal responsibilities, if:

(5.1.14.1) Disclosure is Required by Law, provided that County's subcontractor complies with Section (5.1.4)); or

(5.1.14.2) County obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(5.1.14.2.1) Maintain the confidentiality of the Confidential Information in accordance with this ILA;

- (5.1.14.2.2) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and
- (5.1.14.2.3) Notify County of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. 45 CFR 164.504(e)(4).

(5.1.15) Except as otherwise limited by this ILA, County will, if required by law and requested by City, use commercially reasonable efforts to use PHI to provide data aggregation services to City, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. 45 CFR 164.504(e)(2)(i)(B).

(5.1.16) County will, on the termination or expiration of this ILA, at its expense, send to City or Destroy, at City's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from City or created or maintained by County or any of County's agents or Subcontractors on City's behalf if that data contains Confidential Information. County will certify in writing to City that all the Confidential Information that has been created, received, maintained, used by or disclosed to County, has been Destroyed or sent to City, and that County and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, City acknowledges and agrees that County is not obligated to send to City and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, County will immediately notify City of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this ILA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as County maintains such Confidential Information. 45 CFR 164.504(e)(2)(ii)(J).

(5.1.17) County will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. 45 CFR 164.306; 164.530(c).

(5.1.18) If County accesses, transmits, stores, and/or maintains Confidential Information, County will complete and return to City. County will comply with periodic security controls compliance assessment and monitoring by City as required by state and federal law, based on the type of Confidential Information County creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. County's security controls will be based on the National Institute of Standards and Technology ("NIST") Special Publication 800-53. County will update its security controls assessment whenever there are significant changes in security controls for City Confidential Information and will provide the updated document to City. City also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. 45 CFR 164.306.

(5.1.19) County will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as County has such Confidential Information in its actual or constructive possession. 45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c) (privacy safeguards).

(5.1.20) County designates Mr. Randall Miller as Privacy Official (45 CFR 164.530(a)(1)) and Information Security Official. The designated Privacy Official and Information Security Official is authorized to act on behalf of County and is responsible for the development and implementation of the privacy and security requirements in this ILA.. If such designee fails to develop and implement the requirements of the ILA, County will replace them upon City request. 45 CFR 164.308(a)(2).

Randall Miller
Chief Privacy Officer
(214) 653-6672
randall.p.miller@dallascounty.org.

(5.1.21) County represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this ILA, and further, that each

has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this ILA. 45 CFR 164.502; 164.514(d).

(5.1.22) At all times, County and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles, and the date they agreed to be bound by the terms of this ILA and supply such list to City upon City's request.

(5.1.23) County will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this ILA prior to conducting work. 45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).

(5.1.24) County will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by City for an Authorized Purpose for City's review and approval within 30 days of execution of this ILA and upon request by City the following business day or other agreed upon time frame. 45 CFR 164.308; 164.514(d).

(5.1.25) County will make available to City any information City requires to fulfill City's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. County will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. 45 CFR 164.504(e)(2).

(5.1.26) County will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information in motion includes, but is not limited to, Secure File Transfer Protocol ("SFTP") or Encryption at an appropriate level. If required by rule, regulation or law, City Confidential Information at rest requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to City no later than 48 hours after City's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of City

Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. 45 CFR 164.312; 164.530(d).

(5.1.27) For each type of Confidential Information County creates, receives, maintains, uses, discloses, has access to or transmits in the performance of this ILA, County will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- (5.1.27.1) Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- (5.1.27.2) The Privacy Act of 1974;
- (5.1.27.3) OMB Memorandum 07-16;
- (5.1.27.4) The Federal Information Security Management Act of 2002 (FISMA);
- (5.1.27.5) The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the ILA;
- (5.1.27.6) Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- (5.1.27.7) National Institute of Standards and Technology (“NIST”) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- (5.1.27.8) NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- (5.1.27.9) NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- (5.1.27.10) NIST Special Publication 800-88, Guidelines for Media Sanitization;
- (5.1.27.11) NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
- (5.1.27.12) Confidentiality of Alcohol and Drug Abuse Patient Records, 42 U.S.C. § 290dd-2 and 42 C.F.R. Part 2; and
- (5.1.27.13) Any other State or Federal law, regulation, or administrative rule relating to the specific City program area that County supports on behalf of City.

(5.1.28) Notwithstanding anything to the contrary herein, County will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section (5.1.27), and Individually Identifiable Health Information County creates, receives, maintains, uses, transmits, destroys and/or

discloses in accordance with HIPAA and other applicable regulatory standards identified in Section (5.1.27).

VI.

Breach Notice, Reporting, and Correction Requirements

6.1 Breach or Event Notification to City. 45 CFR 164.400-414.

(6.1.1) County will cooperate fully with City in investigating, mitigating to the extent practicable and issuing notifications directed by City, for any Event or Breach of Confidential Information to the extent and in the manner determined by City.

(6.1.2) County's obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to City's reasonable satisfaction (the "incident response period"). 45 CFR 164.404.

(6.1.2.1) Breach Notice:

(6.1.2.1.1) Initial Notice.

For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by City in writing, initially report to City's Privacy and Security Officers and to the City division responsible for this ILA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16.

Report all information reasonably available to County about the Event or Breach of the privacy or security of Confidential Information. 45 CFR 164.410.

Name, and provide contact information to City for, County's single point of contact who will communicate with City both on and off business hours during the incident response period.

(6.1.2.1.2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to the City division responsible for this ILA, including all reasonably available information about the Event or Breach, and County's investigation, including without limitation and to the extent available: For (a) - (m) below: 45 CFR 164.400-414.

(a) The date the Event or Breach occurred;

(b) The date of County's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

(d) A brief description of County's investigation and the status of the investigation;

(e) A description of the types and amount of Confidential Information involved;

(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by County at that time;

(g) County's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this ILA for City approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) County's recommendation for City's approval as to the steps Individuals and/or County on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation County's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps County has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps County has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for County to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by City, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that City requests following Discovery.

6.2 Investigation, Response, and Mitigation. 45 CFR 164.308, 310 and 312; 164.530

(6.2.1) County will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by City for incident response purposes and for purposes of City's compliance with report and notification requirements, to the reasonable satisfaction of City.

(6.2.2) County will complete or participate in a risk assessment as directed by City following an Event or Breach, and provide the final assessment, corrective actions and mitigations to City for review and approval.

(6.2.3) County will fully cooperate with City to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(6.2.4) County will fully cooperate with City's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by City in a Corrective Action Plan.

6.3 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

(6.3.1) City may direct County to provide Breach notification to Individuals, regulators or third parties, as specified by City following a Breach.

(6.3.2) County shall give City an opportunity to review and provide feedback to County and to confirm that County's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. City shall have ten (10) business days to provide said feedback to County. Notice letters will be in County's name and on County's letterhead, unless otherwise directed by City, and will contain contact information, including the name and title of County's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(6.3.3) County will provide City with copies of distributed and approved communications.

(6.3.4) County will have the burden of demonstrating to the reasonable satisfaction of City that any notification required by City was timely made. If there are delays outside of County's control, County will provide written documentation of the reasons for the delay.

(6.3.5) If City delegates notice requirements to County, City shall, in the time and manner reasonably requested by County, cooperate and assist with County's information requests in order to make such notifications and reports.

VII.

General Terms and Conditions

7.1 Oversight of Confidential Information

County acknowledges and agrees that City is entitled to oversee and monitor County's access to and creation, receipt, maintenance, use, and disclosure of the Confidential Information to confirm that County is in compliance with this ILA.

7.2 City Commitment and Obligations

City will not request County to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by City.

7.3 City Right to Inspection

At any time upon reasonable notice to County, or if City determines that County has violated this ILA, City, directly or through its agent, will have the right to inspect the facilities, systems, books and records of County to monitor compliance with this ILA. For purposes of this subsection, City agent(s) include, without limitation, the City Officials, outside consultants, or legal counsel or other designee.

7.4 Term; Termination of ILA; Survival

This ILA will be effective on the date on which County executes the ILA and will terminate upon termination as set forth herein.

(7.4.1) City may immediately terminate this ILA upon a material violation of this ILA.

(7.4.2) Termination or Expiration of this ILA will not relieve County of its obligation to return or Destroy the Confidential Information as set forth in this ILA and to continue to safeguard the Confidential Information until such time as determined by City.

(7.4.3) If City determines that County has violated a material term of this ILA; City may in its sole discretion:

(7.4.3.1) Exercise any of its rights including but not limited to reports, access and inspection under this ILA; or

(7.4.3.2) Require County to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as City may determine necessary to maintain compliance with this ILA; or

(7.4.3.3) Provide County with a reasonable period to cure the violation as determined by City; or

(7.4.3.4) Terminate the ILA immediately and seek relief in a court of competent jurisdiction in Texas.

(7.4.4) Before exercising any of these options, City will provide written notice to County describing the violation, the requested corrective action County may take to cure the alleged violation, and the action City intends to take if the alleged violated is not timely cured by County.

(7.4.5) If neither termination nor cure is feasible, City shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(7.4.6) The duties of County or its Subcontractor under this ILA survive the expiration or termination of this ILA until all the Confidential Information is Destroyed or returned to City, as required by this ILA.

7.5 Governing Law and Venue.

This ILA shall be governed by, and construed and enforced in accordance with, the laws of the United States and the laws of the State of Texas (without regard to the conflicts or choice of law principles thereof). Exclusive venue for any action shall be in the State District Courts of Dallas County, Texas. The City and the County irrevocably consent to the jurisdiction of the State District Courts of Dallas County, Texas to resolve any dispute with respect to this ILA.

7.6 Entire Agreement.

This ILA, including the Exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes all prior agreements, whether written or oral, relating to the subject matter of this ILA. This ILA may not be assigned or transferred, in whole or in part, by operation of law or otherwise, by either Party without the prior written consent of the other Party.

7.7 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to County as a governmental entity, County shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. City shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, subcontractors, and agents, subject to and without waiving any immunities or defenses available to City as a governmental entity.

7.8 Insurance.

(7.8.1) As governmental entities, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, Parties either maintain commercial insurance or self-insure with policy limits in an amount sufficient to cover their liability arising under this ILA. Nothing herein shall relieve a Party of their financial obligations set forth in this ILA if they fail to maintain insurance.

(7.8.2) Parties will provide to a requesting Party written proof that required insurance coverage is in effect.

7.9 Fees and Costs.

Except as otherwise specified in this ILA, if any legal action or other proceeding is brought for the enforcement of this ILA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this ILA, each Party will bear their own legal expenses and the other cost incurred in that action or proceeding.

7.10 Amendment.

This ILA may be modified only by written agreement signed by the Parties and approved by each Party's Governing Body.

7.11 Severability.

If any provision of this ILA is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions herein. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

7.12 Automatic Amendment and Interpretation.

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule, upon the effective date of such change, this ILA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on City and/or County remain in compliance with such changes. Any ambiguity in this ILA will be resolved in favor of a meaning that permits City and County to comply with HIPAA or any other law applicable to Confidential Information.

7.13 Contra Proferentum.

The doctrine of *contra proferentum* shall not apply to this ILA. If an ambiguity exists in this ILA, the ILA shall not be construed against the Party who drafted the ILA, and such Party shall not be responsible for the language used.

7.14 Counterparts and Electronic Signatures.

This ILA may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same ILA. The Parties shall be entitled to sign and transmit an electronic signature of this ILA (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. A signed copy of this ILA transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this ILA for all purposes.

7.15 Waiver.

Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this ILA will not constitute a waiver of either Party's rights under the ILA.

7.16 Assignment.

Neither Party will transfer, assign or sell its interest, in whole or in part, in this ILA without prior written consent by both Parties.

VIII.

Representatives of the Parties

The following persons will act as the Representative authorized to administer activities under this ILA on behalf of their respective Party.

City of FARMERS BRANCH	Dallas County Health and Human Services
Terry Evans EMS Captain 13333 Hutton Drive Farmers Branch, Texas 75234 Telephone: 972.919.6251 Email: terry.evans@farmersbranchtx.gov	Essence Thomas Contract Manager 2377 N. Stemmons Frwy Dallas, Texas 75207 Telephone: 972.692.2726 Email: Essence.Thomas@dallascounty.org

IX.

Legal Notices

9.1 Any notice, correspondence, or document required or permitted to be given under this ILA shall be in writing and will be deemed given as noted below:

(9.1.1) the third business day after being deposited in the United States mail, postage prepaid, certified, or registered mail, return receipt requested; OR

(9.1.2) the first business day after being sent overnight by a recognized national overnight courier service; OR

(9.1.3) the first business day after being sent by electronic mail; OR

(9.1.4) on the date personally delivered, with signed acceptance thereof by the person designated below.

9.2 All notices, correspondence, or documents sent must be properly addressed to the other party at the address set forth below, or at such other address as such party will specify from time to time by written notice delivered in accordance herewith:

If to Dallas County:

Dallas County Health & Human Services
Attn: Dr. Philip Huang, Director
2377 N. Stemmons Freeway
Dallas, Texas 75207
Email: philip.huang@dallascounty.org

with a copy to:

Dallas County District Attorney's Office, Civil Division
Attn: Barbara S. Nicholas, Deputy Administrator – Civil Division
500 Elm Street, Suite 6300
Dallas, Texas 75202
Email: barbara.nicholas@dallascounty.org

If to the City of Farmers Branch:

Farmers Branch Fire Department
Attn: Terry Evans, EMS Captain
13333 Hutton Drive
Farmers Branch, Texas 75234
Email: terry.evans@farmersbranchtx.gov

with a copy to:

City Attorney
Attn: Whitt Wyatt
13000 William Dodson Parkway

Farmers Branch, Texas 75234
Email: whitt@whflegal.com

X.

Immunity Not Waived

THIS ILA IS EXPRESSLY MADE SUBJECT TO THE PARTIES' SOVEREIGN IMMUNITY, TEXAS CIVIL PRACTICES AND REMEDIES CODE TITLE 5, AND ALL APPLICABLE FEDERAL AND STATE LAW. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS ILA IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT EITHER PARTY HAS BY OPERATION OF LAW. NOTHING IN THIS ILA IS INTENDED TO BENEFIT ANY THIRD-PARTY BENEFICIARY.

[Signatures on Following Page]

EXECUTED by the duly authorized Parties on the date written below:

DALLAS COUNTY

CITY OF FARMERS BRANCH

CLAY LEWIS JENKINS
Dallas County Judge

Ben Williamson
City Manager

Date: _____

Date: _____

RECOMMENDED:

PHILIP HUANG, MD, MPH
Executive Director, DCHHS

APPROVED AS TO FORM*:

JOHN CREUZOT
District Attorney

Whitt Wyatt
City Attorney

BARBARA NICHOLAS
Deputy Administrator, Civil Division

Stephen Sibley
Assistant District Attorney
Dallas County DA's Office, Civil Division

Whitt Wyatt
City Attorney
Farmers Branch City Attorney's Office

Date: _____

Date: _____

*By law, the District Attorney's Office may only advise or approve contracts, agreements or legal documents on behalf of its clients. It may not advise or approve a contract, agreement or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

**THE FOLLOWING ATTACHMENTS ARE HEREBY ATTACHED AND INCORPORATED INTO THIS
ILA:**

**ATTACHMENT A – List of Data Fields
ATTACHMENT B – List of Individuals Accessing Data**

ATTACHMENT A

List of Emergency Medical Services Data Fields

1. Incident Date/Time
2. Address
3. Incident Type
4. Gender
5. Age
6. Race and Ethnicity
7. Narcan Doses Administered
8. Fatal/Non-Fatal
9. Any additional data variables that DCHHS deems necessary for the purpose of Public Health surveillance and response efforts

ATTACHMENT B

LIST OF INDIVIDUALS ACCESSING DATA

Dallas County must provide a list that includes the name and job title for each program staff who will have access to any files containing Confidential Information provided by the City.

For the duration of this ILA, County must maintain a list of employees who will utilize Confidential Information. Any addition or deletion of names to this list must be updated and maintained by the County and provided to the City. The Parties acknowledge that this list may be updated as needed.

Fill in this list using the table below. Add rows as necessary.

CURRENT LIST AS OF APRIL 2025

Name	Title
Dr. Philip Huang	Dallas County Director & Health Authority
Katy Womble	Deputy Director of Program Operations
Dr. Dongyoung Shin	Public Health Biostatistician
Dr. Saad Zaheer	Chief Epidemiologist
Joy Henin	Assistant Director of Health Administration
Dr. Deborah Bujnowski	Lead Epidemiologist Surveillance Coordinator
Dr. Nwanne Onumah	Opioid Epidemiologist II

Once the ILA is executed, use this format below to notify DCHHS of any changes in the staff who has access to Confidential Information (additions, removals, etc.)

LIST OF STAFF REMOVED

Name	Title	Date Removed

LIST OF STAFF ADDED

Name	Title	Date Added