



Texas Children's Hospital

INFORMATION SHARING AGREEMENT

By and Between

Texas Children's Hospital

And

Fort Bend County

This Agreement ("Agreement") is effective upon signature of County ("Effective Date") by and between Texas Children's Hospital, a Texas Non-Profit Corporation ("TCH"), and Fort Bend County ("EMS Provider"). TCH and EMS PROVIDER shall each be referred to as a "party" and together as the "parties."

Recitals

TCH owns and operates facilities that provide health care services to pediatric patients in and around Houston, Texas, and agrees to provide Protected Health Information ("PHI"), as set forth in this Agreement for the quality assessment and improvement activities of EMS PROVIDER.

The parties agree to be bound by the following terms and conditions.

1. Purpose and Scope

- 1.1 Purpose. The parties intend to comply with "Privacy Regulations," which includes the following: (1) the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191) ("HIPAA"), codified at 42 U.S.C. Section 1320d et. seq.; (2) the Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009 ("HITECH"); (3) the regulations promulgated by the U.S. Department of Health and Human Services ("DHHS") thereunder, including but not limited to 45 C.F.R. parts 160 and 164 Subparts A and E (the "Privacy Rule"), 45 C.F.R. parts 160, 162, and 164 Subpart C, and 45 C.F.R. 164 Subpart D (the "Breach Notification Rule"), as amended from time to time; and (4) applicable federal and state confidentiality and security laws. This Agreement shall be interpreted consistently with the parties' intent to comply with the Privacy Regulations and is incorporated fully as part of the Agreement between the parties.
- 1.2 Scope. TCH agrees to provide PHI upon request to EMS PROVIDER for the purpose of EMS PROVIDER's quality assessment and improvement activities in accordance with the Privacy Regulations. TCH agrees to provide the outcomes information as set forth in Attachment A, which is attached hereto and fully incorporated into this Agreement. TCH may, from time to time, in its sole discretion, revise Attachment A. EMS PROVIDER may not use or disclose PHI to any third party, and may only use or disclose PHI among its employees for quality assessment and improvement activities. EMS PROVIDER shall not use or disclose PHI in any manner that would violate the Privacy Regulations. It is TCH's exclusive right to determine what is a permitted use or disclosure. TCH may, at anytime, decide not to disclose PHI to EMS PROVIDER regarding a particular patient if TCH feels it is in that patient's best interest.

2. Term and Termination

- 2.1 Term. The initial term of this Agreement is one year from the Effective Date and shall automatically renew for subsequent one year periods unless terminated as provided in Section 2.2.
- 2.2 Termination. This Agreement may be terminated by either party at any time, upon written notice to the other party.

3. EMS PROVIDER Compliance

- 3.1 Applicable Laws. EMS PROVIDER agrees to perform all activities related to this Agreement in accordance with applicable laws, standards, and rules, including but not limited to: (1) Medicare and Medicaid requirements; (2) Joint Commission standards; (3) federal and state fraud and abuse laws; (4) IRS rules; and (5) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009 ("HI-TECH"), and their associated regulations ("Privacy Regulations").
- 3.2 EMS PROVIDER herein agrees to take appropriate measures to safeguard PHI as required by the Privacy Regulations. EMS PROVIDER represents and warrants that it is compliant with such provisions now in effect and will come into compliance with future provisions as they take effect.
- 3.3 EMS PROVIDER's relationship with TCH is that of an independent contractor, and EMS PROVIDER is not the agent of TCH and is not authorized to make any representation, contract, or commitment on behalf of TCH unless specifically authorized to do so by TCH in writing. Nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship between the parties hereto.

4. Breach of Agreement

- 4.1 Report. EMS PROVIDER will promptly report to TCH any breach or potential breach of this Agreement. EMS PROVIDER will take reasonable actions to mitigate and/or cure such breach or potential breach.
- 4.2 Investigation. EMS PROVIDER will cooperate, at its own expense, with TCH in the investigation of any breach or potential breach of this Agreement. EMS PROVIDER will make available to TCH all books, printed and electronic correspondence, and other records that relate to the subject matter of the investigation. EMS PROVIDER will provide TCH with reasonable access to EMS PROVIDER's Personnel whose activities relate to the subject matter of the investigation so that TCH may interview them.
- 4.3 Remedies. TCH and EMS PROVIDER agree that a breach of obligations herein may cause harm to the other party for which monetary damages may not be a sufficient remedy. The non-defaulting party to a breach is entitled to seek from a court of appropriate jurisdiction immediate injunctive or other relief to which it may be entitled. Such action will not limit any other rights either party may have, in law, in equity, or otherwise pursuant to this Agreement.

5. Relationship Between Parties

- 5.1 Independent Relationship. EMS PROVIDER is an independent contractor and shall not act as agent, employee, partner or joint venturer of TCH. EMS PROVIDER agrees that its employees or independent contractors are not the employees, agents, subcontractors, partners or joint venturers of TCH. EMS PROVIDER's Personnel will not for any purpose be deemed to be an employee of TCH for tax withholding, liability coverage, or for compensation or benefit plan participation.

6. Confidentiality

- 6.1 Protected Health Information. Information that may be used to determine the identity of a patient, including but not limited to, patient name, address, medical record or insurance information is Protected Health Information ("PHI") under the Privacy Regulations. PHI is Confidential Information under this Agreement and may only be used and disclosed as minimally necessary and to the extent authorized under federal or state laws and TCH institutional policies.
- 6.2 Use and Disclosure. EMS PROVIDER agrees it will not use any Confidential Information or disclose Confidential Information to any third party without the express written consent of an authorized representative of TCH, or as necessary to comply with the terms of this Agreement, or as required by law. EMS PROVIDER may only disclose Confidential Information to its

employees who have a need to know such information in order to comply with the terms of this Agreement, and EMS PROVIDER may only permit those employees to use such information as necessary to assess quality controls and render improvement activities.

- 6.3 Ownership. EMS PROVIDER further acknowledges and agrees that Confidential Information belongs to TCH, and upon termination of this Agreement for any reason, EMS PROVIDER shall promptly return to TCH Confidential Information and any copies thereof.

7. Legal Terms

- 7.1 Amendments. This Agreement may only be modified or amended by a written agreement executed by an authorized representative of each party hereto.

- 7.2 Notices. Unless otherwise specified, notices or communications required by this Agreement shall be in writing and shall be deemed delivered when hand-delivered or five (5) days after being sent by U.S. mail, return receipt requested, to the following addresses:

If to EMS PROVIDER:

Fort Bend County
301 Jackson
Richmond, Texas 77469
Attn: County Judge

With copy to:

Fort Bend County EMS
4332 Highway 36
Rosenberg, Texas 77471
Attention: Director of EMS

If to TCH:

Texas Children's Hospital
6621 Fannin St., MC
Houston, TX 77030
Attention: Director, Emergency Center

With a copy to:

Texas Children's Hospital
1919 S. Braeswood, Suite 6310
Houston, TX 77030
Attn: Assistant Director, Contracts Administration

- 7.3 Interpretation. At all times the terms of this Agreement shall be interpreted in a manner that demonstrates the parties' intent to comply with applicable laws and regulations. In the event of new health care laws and regulations that are applicable to the parties, or changes to existing laws and regulations that are applicable to the parties, the parties intend to comply with such rules and will use best efforts to do so. If necessary, the parties will meet and confer to amend this Agreement to incorporate such rules.
- 7.4 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions.
- 7.5 Venue. Venue for any action or proceeding relating to this Agreement or Services is only proper in Harris County, Texas. The parties hereto expressly submit to the personal jurisdiction of Harris County, Texas.
- 7.6 Assignment. EMS PROVIDER may not assign its rights or obligations under this Agreement to another party without the prior written consent of TCH and any such attempted assignment shall be void and of no effect. TCH may assign its rights and obligations under this Agreement to any

of its affiliates, subsidiaries, or parent entities without the prior written consent of EMS PROVIDER.

- 7.7 Dispute Resolution. The parties agree to negotiate in good faith to resolve any disputes that relate to this Agreement. Any claim, dispute, or controversy ("Claim") arising out of or in connection with or relating to this Agreement or any breach thereof will first be discussed by the parties' representatives, escalating as necessary to the senior leadership in each party. If the parties are unable to resolve such Claim within sixty (60) days from the date one party notifies the other in writing of the Claim then the parties agree to submit the Claim to a mutually agreed upon mediator, who will attempt to assist the parties in resolving the Claim. In the event the mediation proceedings do not result in resolution of the claim, the parties may pursue other remedies available at law or in equity. This section does not prohibit either party from exercising the right to terminate the Agreement as set forth in this Agreement.
- 7.8 Force Majeure. The obligations of either party under this Agreement will be excused during periods of delay caused by acts of God, shortages of power or materials, or events which are beyond the reasonable control of the party with the obligation ("Force Majeure Event"). In the case of a Force Majeure Event, the party that fails to perform an obligation shall: (i) immediately notify the other party of the Force Majeure Event and its expected duration, and (ii) take all reasonable steps to perform its obligations as soon as possible. In the event the Force Majeure event continues for more than thirty (30) days, TCH may terminate this Agreement.
- 7.9 Waiver. No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other or subsequent breach of this Agreement, whether of a similar or dissimilar nature. Failure by either party to exercise any right herein shall not operate as a waiver of such right.
- 7.10 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable for any reason, such provision shall be revised to the extent that it becomes enforceable and the Agreement shall remain in full force and effect, disregarding such unenforceable or invalid provision. If necessary in order to make the Agreement legal, valid and enforceable, the parties shall meet to confer upon an amendment or modification to this Agreement.
- 7.11 Headings. The headings used in this Agreement are for convenience only and shall not be interpreted substantively as part of this Agreement.
- 7.12 Counterparts. The Agreement may be executed in multiple counterparts, each and all of which shall be deemed an original and all of which together shall constitute the one and the same instrument.
- 7.13 Electronic Signatures. Signature pages may be signed manually or electronically, and may be transmitted by facsimile or another secure mode of transmission. Electronic signatures and electronically transmitted signatures shall have the same legal effect as an original.
- 7.14 Entire Agreement. This Agreement sets forth the entire Agreement and understanding of the parties relating to the subject matter herein, and supersedes all prior or contemporaneous communications or agreements, whether oral or written, between the parties regarding the subject matter hereof.

[remainder left blank]

[signature page follows]

In WITNESS WHEREOF, the parties hereto execute this Agreement by their duly authorized officers.

FORT BEND COUNTY

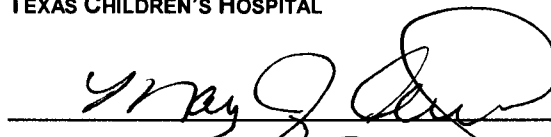


Printed Name: Robert E. Hebert

Title: County Judge

Date: 4-24-2012

TEXAS CHILDREN'S HOSPITAL



Printed Name: Mary Jo Andre

Title: Vice President

Date: L

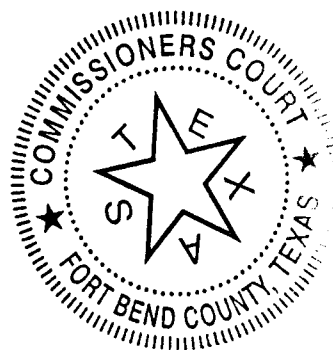
ATTEST:



Dianne Wilson, County Clerk



I/MTR/Agreements/HHS/EMS 03.27.12



The information contained in this Attachment A is confidential in accordance with (1) the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191) ("HIPAA"), codified at 42 U.S.C. Section 1320d et. seq.; (2) the Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009 ("HITECH"); (3) the regulations promulgated by the U.S. Department of Health and Human Services ("DHHS") thereunder, including but not limited to 45 C.F.R. parts 160 and 164 Subparts A and E (the "Privacy Rule"), 45 C.F.R. parts 160, 162, and 164 Subpart C, and 45 C.F.R. 164 Subpart D (the "Breach Notification Rule"), as amended from time to time; and (4) applicable federal and state confidentiality and security laws. The information may only be used for the quality assessment and improvement activities performed by the City of Houston EMS. Any other use of this information is expressly prohibited.

Attachment A

Patient Identifier: _____

Patient Outcome: (check applicable option)

- Deceased in EC
- Alive Still in Hospital
- Admitted to ICU or General Care
- Patient received Hypothermia Therapy (for those facilities that provide hypothermia therapy)
- Deceased after Hospital Admission
- Discharged Hospital Alive

Patient Discharged Alive to: (check applicable option)

- Hospital Transfer
- Home
- Rehab Facility
- Long Term Care Facility
- Hospice Facility

Performance Score Using These Categories:

- 1) Good Performance
- 2) Moderate Disability
- 3) Severe Disability
- 4) Coma/Vegetative State
- 5) Death

Cerebral Performance Score: _____

Overall Performance Score: _____

Other quality of care concerns: _____