

## DATA USE AGREEMENT FOR EPI-AID PROGRAM

This Data Use Agreement (the “Agreement”), effective as of the \_\_\_ day of \_\_\_\_\_, 2024, is by and between the **Fulton County Board of Health** (hereinafter referred to as “FCBOH”) and **Fulton County, Georgia**, as the GA-502 Fulton County Continuum of Care Collaborative Applicant through its Department of Community Development, (hereinafter referred to as the “FC CoC”) (collectively, the “Parties”; each, a “Party”).

### 1. Purpose

FCBOH requested epidemiologic assistance (“Epi-Aid”) from the Centers for Disease Control and Prevention (“CDC”) to collect information on housing status from people at select Fulton County, Georgia (“Fulton”) and Atlanta Georgia (“Atlanta”) sites to validate housing status assessment questions (“the survey”) to strengthen future public health case interview questions and surveillance data fields in Fulton County. The survey includes questions to capture personally identifiable information (“PII”), including name and birth date, to match survey responses to data stored by the GA-502 Fulton County Continuum of Care (“FC CoC”) jurisdiction, which includes all of Fulton County, except the City of Atlanta Homeless Management Information Systems (“HMIS”), as authorized by The McKinney-Vento Homeless Assistance Act As Amended by S.896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (hud.gov). The FC CoC agrees to share the HMIS data (the “Data”). The matched survey and HMIS Data (“the matched data set”) will be analyzed to determine percent agreement of a person’s housing status reported in the survey compared to HMIS. PII will only be viewed by one CDC Epidemic Intelligence Service Officer (“EISO”) acting at the request of FCBOH. This EISO will perform the matching analysis and will deidentify the data set so that it can be further analyzed and viewed by FCBOH and CDC (see addendum document named “Epi-1”). In conclusion, this Epi-Aid is purposed to (a) perform analytics on the matched data set, (b) report validity measures for the survey on housing status, (c) provide FCBOH and the FC CoC with access to findings and/or data analysis to inform future public health action (the “Purpose”).

In order to accomplish the Purpose, by executing this Agreement, the FC CoC agrees to upload the Data – consisting of client level HMIS records which include: (1) personally identifiable information from client records for matching and de-duplicating individuals across CoCs and linkage to the survey; and (2) service encounter elements from those same client records for the purpose of evaluation and improvement of surveillance and program (“Data Transfer”) to a secure USB and to deliver it by personal courier to the EISO acting at the request of FCBOH. The EISO will complete data analysis directly from the USB drive. They will not download, upload, or store data from the USB onto their computer or any other device or system. Therefore, FC CoC data will never be accessible by CDC or FCBOH servers, shared drives, or other systems. Upon completion of analytic work, the EISO will destroy the USB and will share a deidentified data set with FCBOH.

In furtherance of this Agreement, FCBOH has entered into an Agreement with CDC to memorialize the CDC’s obligations as part of the Epi-Aid (see addendum document named “Epi-1”).

### 2. Data Sharing

**2.1** The FC CoC is authorized for Data Transfer in this Agreement pursuant to the 2004 Homeless Management Information Systems (HMIS) Data and Technical Standards Final Notice, Section 4, HMIS Privacy and Security Standards issued by the U.S. Department of Housing and Urban Development (HUD); and the Coordinated Entry Management and Data Guide (hereinafter “the HMIS Data Standards.”)

**2.2** The FC CoC will provide the Data in a format that matches HUD required data standards and comma separated values (CSV) extract guidance (as such standards and guidance evolve during the term of this Agreement) for all universal data elements, program specific data elements, and project descriptor data elements for all non-domestic violence clients authorized to be shared under the HMIS Data Standards. The Parties agree that additional data elements may be added or redacted to comply with federal and/or state reporting requirements. The Parties will mutually agree as to the frequency Data Transfer from the FC CoC to the EISO as provided in this Agreement, with such transfers occurring at least once after the completion of the Epi-Aid.

**2.3** If any consent or other authorization is necessary under applicable law for the disclosure of sensitive personal information to the EISO as provided in this Agreement, it is the sole responsibility of the FC CoC to ensure that such sensitive personal information is not included in the Data unless the required consent or other authorization has been obtained.

### **3. Use of Data**

**3.1** FCBOH agrees to utilize the Data solely for the purposes outlined in this Agreement, including the Purpose set forth above. Any other use of the Data must be approved in advance by the FC CoC in a written amendment to this Agreement that is signed by both Parties.

**3.2** FCBOH will use Data in order to match and de-duplicate individuals (i.e., in order to link records from one data source to another and to eliminate duplicate copies of repeating data about specific individuals). In accordance with applicable privacy laws, Data will be de-identified, so that it no longer includes personal identifying information. The de-identified Data will be used to fulfill the Purpose pursuant to this Agreement. To the extent permissible under applicable privacy laws, the FC CoC grants FCBOH the right to de-identify the Data. Data will be de-identified in accordance with applicable law. FCBOH with assistance from the EISO will adhere to data de-identification protocols similar to, but no less stringent than, the Georgia Department of Public Health protocols. FCBOH will own any derivative works created using de-identified Data and will not be restricted in its future use or sharing of the de-identified Data.

### **4. Data Provider Obligations**

**4.1** The FC CoC acknowledges and agrees that FCBOH may use, disclose, process, transfer and store the Data in order for FCBOH to fulfill the Purpose and as otherwise authorized under this Agreement. The FC CoC shall ensure that it is authorized to transfer or disclose the Data to FCBOH in order that FCBOH may lawfully use, disclose, process and transfer the Data in accordance with this Agreement. The FC CoC shall ensure that it is authorized and has the right to transfer and disclose the Data to FCBOH in accordance with this Agreement. The FC CoC shall ensure that allowable uses and disclosures under their privacy requirements and notice practices will allow FCBOH to use the Data for research and analytics in furtherance of the Purpose, including the right to disclose to third parties for analytics, research and collaboration. The FC CoC hereby grants FCBOH a license to use, disclose, and create derivative works of the Data, as permitted by applicable law and regulation, including the right to sublicense.

**4.2** The FC CoC shall have responsibility for the accuracy and quality of the Data and for ensuring that it has all necessary rights to submit such Data to FCBOH for use as set forth herein.

**4.3** The FC CoC agrees to comply with all applicable federal and state privacy and security laws.

## **5. Data Recipient Obligations**

**5.1** As a condition of receiving the Data for carrying out the Purpose set forth above and as authorized under this Agreement, FCBOH agrees to comply with applicable federal and state privacy and security laws. In addition, FCBOH agrees to comply with relevant state and federal standards addressing the gathering, use and protection of personal data and information, including the 2004 HMIS Data and Technical Standards Final Notice issued by HUD.

**5.2** FCBOH further agrees not to use, disclose, process or transfer the Data except to fulfill the purposes of this Agreement as described in Sections 1 and 3 above and as authorized under this Agreement.

**5.3** FCBOH agrees to use appropriate and reasonable safeguards designed to prevent the use or disclosure of the Data other than as provided for by this Agreement. FCBOH shall take appropriate technical and organizational measures against unauthorized or unlawful processing of all Data or its accidental loss, destruction or damage.

**5.4** FCBOH agrees that its internal disclosure of the Data will only allow for relevant and necessary access.

**5.5** FCBOH will comply with applicable law related to a breach of the security of the Data.

**5.6** The Data received by the EISO as provided in this Agreement will be destroyed upon completion of the purpose for which they were obtained. The Data shall be destroyed in a manner to be deemed unusable or unreadable. FCBOH may retain de-identified Data and any derivative works of such de-identified Data, reports, analyses or any other work product developed pursuant to this Agreement.

**5.7** FCBOH does not obtain any right, title, or interest in any of the Data provided by the FC CoC other than that authorized or allowed by this Agreement.

## **6. Confidentiality**

**6.1** "Confidential Information" means all information contained in the FC CoC datasets, paper case files, and information provided verbally; provided however that Confidential Information does not include information, technical data, or work product which (a) was in the public domain at the time it was disclosed or enters the public domain through no fault of the receiver; (b) can be shown by written documentation to have been known to the receiver, without restriction, at the time of disclosure; (c) was independently developed by the receiver without any use of the discloser's Confidential Information; or (d) becomes known to the receiver, without restriction, from a source other than the discloser without breach of any confidentiality agreement and otherwise not in violation of the discloser's rights, obligations or agreements.

**6.2** The Confidential Information disclosed to the EISO as part of this Agreement will only be used for the purposes set forth in this Agreement. Each Party will treat the Confidential Information of the other Party: (i) in a manner compliant with applicable state and federal laws and regulations, and (ii) in a confidential manner with the same degree of care as such Party treats its own confidential or proprietary information of like importance, which will be no less than a reasonable degree of care. Except as set forth in this Agreement, each Party will disclose the Confidential Information of the other Party only to such of its employees, agents, contractors or consultants who are required to have the information in connection with this Agreement and who are bound by confidentiality obligations at least as restrictive as those contained in this Section 6.

## **7. Information Security**

FCBOH and the EISO will, as applicable to the process set out in this Agreement, store the information so that it is secure from unauthorized access and maintain appropriate and reasonable administrative, physical and technical safeguards designed to prevent unauthorized access, use, or disclosure of the Data. The Data must be encrypted when in transit using FIPS 140-2 approved encryption technology.

## **8. Term and Termination**

**8.1.** This Agreement shall be effective as of the date first set forth above and shall continue for 1 year unless terminated with or without cause as set forth below. FCBOH will retain the right to store and use de-identified Data after the contract period in line with the Purpose of this Agreement.

**8.2.** If either Party breaches any provision in this Agreement and such breach remains uncured after thirty (30) days written notice to the breaching Party, the non-breaching Party may terminate this Agreement on a date specified by such Party.

**8.3.** Either Party may terminate this Agreement for convenience on thirty (30) days written notice to the other Party. If the FC CoC terminates this Agreement, the FC CoC may not request the removal of Data already submitted to FCBOH and the Data will not be returned.

**8.4.** After the termination of this Agreement, FCBOH agrees to maintain the confidentiality of the Data as set forth in this Agreement and, where applicable, to require that the EISO and CDC maintain such confidentiality as well.

## **9. Reserved**

## **9. Dispute Resolution**

If a dispute arises under this Agreement, the Parties shall attempt to resolve it informally and at the lowest level of intervention before elevating the dispute up their respective chains of command for resolution in accordance with applicable law and the terms of this Agreement. During any dispute, the Parties shall continue with their respective responsibilities under this Agreement.

## **10. Contact Persons**

**10.1.** To facilitate successful administration of this Agreement and for purposes of the initiation of this Agreement, the representatives designated as “FC CoC Representative” and “FCBOH Representative” will act as the contact persons for each Party. The representatives are identified on Addendum A, attached hereto. Moreover, the EISO designated as “Custodian for Data Recipient” in furtherance of the Epi-Aid with FCBOH is identified on Attachment A. The person designated as the “FC CoC Data Provider” on Attachment A will be the point-of-contact for purposes of providing data to FCBOH through the EISO.

**10.2.** Either Party may change its representative by notifying the other Party in writing of such change within five (5) business days. Any such change will become effective upon the receipt of such notice by the other Party to this Agreement.

## **11. Miscellaneous.**

**11.1.** Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to FCBOH:

**Dr. Lynn Paxton, Health Director**  
Fulton County Board of Health  
10 Park Place S.E., 4<sup>th</sup> Floor  
Atlanta, GA 30303

If to Fulton County CoC:

**Dawn Butler, Division Manager – Homeless Division, Fulton County CoC Lead**  
Fulton County Department of Community Development  
137 Peachtree Street, SW  
Atlanta, Georgia 30303

**11.2.** This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized representative of each of the Parties hereto.

**11.3.** This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Georgia, without regard to applicable conflict of laws principles. Any dispute arising out of or relating to this Agreement shall be exclusively adjudicated in a court of competent jurisdiction located in Fulton County, Georgia. Each Party agrees and submits to the personal jurisdiction and venue thereof. The Parties acknowledge that CDC and the EISO, as part of the U.S. Federal government, are subject to the application of applicable federal laws, which include the Federal Tort Claims Act (28 U.S.C. 1346(b)).

**11.4.** This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.

**11.5.** Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

**11.6.** The provisions of this Agreement shall be severable and, if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

**11.7.** Nothing in this Agreement is intended to confer on any person other than the Parties to this Agreement or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a Party to this Agreement nor imposing any obligations on either Party hereto to persons not a Party to this Agreement.

**11.8. Entire Agreement.** This Agreement, together with all attachments, exhibits, schedules, riders, and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the exhibits, schedules, or riders, the provisions of this Agreement shall control.

**[Signature page to follow]**

By signing below, each Party agrees and accepts all of the foregoing by signature of its authorized representative:

**FULTON COUNTY, GEORGIA**

**FULTON COUNTY BOARD OF  
HEALTH**

Approved:

Approved:

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Robert L. Pitts, Chairman (At-Large)  
Fulton County Board of Commissioners

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Lynne Paxton, MD, Health Director  
Fulton County Board of Health

Attest:

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Tonya R. Grier, Clerk to the Commission

Approved as to Content:

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Stanley Wilson  
Director, Fulton County Department of  
Community Development

Approved as to Form:

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Office of the County Attorney

**Addendum A : Epi-1 Attachment**