

Letter of Agreement
Centers for Disease Control and Prevention
and the Fulton County Board of Health

This Letter of Agreement (“Agreement” is entered into by the United States Centers for Disease Control and Prevention (CDC) and the Fulton County Board of Health (FCBOH), collectively “the Parties,” to establish the terms and conditions for CDC employees, upon FCBOH’s request, for rendering epidemiologic assistance to FCBOH (“Epi-Aid”).

WHEREAS, FCBOH, consistent with its authorities, is collecting 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”) for helping strengthen future public health case interview questions and surveillance data fields in Fulton County;

WHEREAS, on [DATE], FCBOH consistent with its authorities, requested assistance from CDC with data collection, analysis, and dissemination of findings, and CDC, consistent with its authorities ((sections 301, 311 and 319 of the Public Health Service Act (42 U.S.C. §§ 241, 243 and 247d, as amended) and at the request of FCBOH, agreed to provide such assistance; and

WHEREAS, while providing the above-described assistance to FCBOH, it is understood and agreed that it may be necessary for CDC employees to have access to, receive, and use certain information, which may include identifiable information, potentially identifiable information, protected health information, or confidential business or financial information (“Data”) collected or obtained by FCBOH. The Parties acknowledge that FCBOH’s provision of access to Data under this agreement will be done by the FCBOH consistent with laws that apply to FCBOH.

NOW THEREFORE, the Parties agree as follows:

1. CDC may act at the request of FCBOH for the purposes of the Epi-Aid. During the Epi-Aid investigation, FCBOH will collect or obtain Data on housing status from people at select Fulton and Atlanta sites to validate housing status assessment questions to help strengthen future public health case interview questions and surveillance data fields in Fulton County. These Data may come directly from FCBOH or from agreements between FCBOH and third parties. FCBOH will provide CDC employees access to such Data, as part of the Epi-Aid, and, CDC will provide certain assistance with respect to these Data, as part of the Epi-Aid.
2. CDC employees assigned to this Epi-Aid are employees of CDC and are not employees or agents of FCBOH and may not represent themselves or be represented as employees or agents of FCBOH.
3. Data collected or obtained for purposes of the Epi-Aid shall be owned by or remain within the custody and control of FCBOH and no rights in such Data will transfer to CDC or its employees.
4. Data collected or obtained for purposes of the Epi-Aid will be either held on FCBOH servers or on a secure, external FCBOH USB drive and not on CDC systems.

5. The transfer of Data will occur through delivery of a secure USB drive directly from FCBOH or from third parties with agreements with FCBOH. The secure USB drive will be delivered by personal courier to the EISO acting at the request of FCBOH for purposes of the requested Epi-Aid.
6. CDC employees, in furtherance of the Epi-Aid, will complete data analysis directly from the USB drive and not download, upload, or store data from the USB on CDC systems or equipment. Upon completion of the data analytic work, CDC employees will return the secure USB to FCBOH and will share a deidentified data set with FCBOH.
7. To the extent CDC employees need to access FCBOH systems to access Data for purposes provided in this Agreement, CDC employees agree to:
 - a. Comply with applicable FCBOH policies and procedures for accessing FCBOH data and systems, including those related to breach notification, to the extent such policies and procedures do not conflict with applicable federal law;
 - b. Take all reasonable and necessary actions to protect the privacy and confidentiality of any accessed data and systems; and
 - c. Access only those data and systems deemed necessary for purposes of the Epi-Aid.
8. Data pertaining to individuals shall be managed, accessed, stored, and utilized in accordance with all applicable state and federal law.
9. The Parties shall comply with all applicable federal and state laws governing the confidentiality of the Data that are the subject of this Agreement and shall ensure that any employees, agents, contractors, or assigns granted access to Data pursuant to this Agreement follow the terms of this Agreement and all applicable federal and state law.
10. Except where required by applicable law, authorized Data users will not release the names of individuals, their addresses, or any other information that could be linked to an individual, or results of data analysis (including but not limited to maps) in any manner that may reveal the identity of individuals.
11. This Agreement is not an obligation or a commitment of funds, or a basis for a transfer of funds, and does not create an obligation or commitment to transfer data, but rather is a statement of understanding between the parties concerning the above activities and potential for access to and the sharing and use of Data. Expenditures by each party are subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. Should funding be contemplated by the Parties, separate agreements will be entered into for those purposes.
12. No indemnification for any loss, claim, damage, or liability is intended or provided by any party under this Agreement. Each party shall be liable for any loss, claim, damage, or liability that said party incurs as a result of its activities under this Agreement, except that CDC, as an agency of the United States, may be liable only to the extent provided under the Federal Tort Claims Act, 28 U.S.C. §2671 et seq.
13. An amendment to this Agreement can be made in writing at any time as long as both parties

agree by signing and dating the amended Agreement.

14. Either CDC or FCBOH may terminate this Agreement at any time by providing at least 30 days written notice of termination to the other party. Any such termination will be effective at such date specified in the notice of termination.
15. This Agreement will remain in effect until completion of the Epi-Aid, unless terminated earlier by either party.

IN WITNESS WHEREOF, both the FCBOH, through its duly authorized representative, and the CDC, through its duly authorized representative, have hereunto executed this Agreement as of the last date below written.

Lynn A. Paxton, MD MPH

Lynn A. Paxton, MD, MPH
District Health Director
Fulton County Board of Health

Date 3/08/24

Approved as to Legal form:

Jennifer Culler

Jennifer Culler, Supervising County Counsel
For the Fulton County Board of Health



<signatory> Kristie E. N. Clarke, MD MSCR *KC*
<title> Senior Advisor on Data for Equity, Office of Public Health Data
**Centers for Disease Control and
Prevention**

Date March 11, 2024