Interlocal Agreement for Sharing of Health-Related Data

This Interlocal Agreement ("Agreement") is entered into between the Community Independent School District, hereinafter referred to as "District", and Collin County, hereinafter referred to as "County", Texas. The District is an Independent School District organized under the Texas Education Code Chapter 11. The County is a political subdivision of the State of Texas. Accordingly, the Interlocal Cooperation Act, Texas Government Code Chapter 791, governs this Agreement.

I. Purpose

The purpose of this Agreement is to allow the Collin County Department of Homeland Security/Collin County Health Care Services to establish a timely inter-jurisdictional information sharing program to address District and County information needs to protect District and County residents. This agreement will provide for the following:

- District and County inter-agency technology application coordination
- Inter-jurisdictional sharing of health-related data and information
- Develop a timely operational information sharing model which will create effective and efficient data sharing and at the same time conserve District and County resources
- Funding for the development of the data sharing system will be handled by the County

II. Obligations of the District

1) The District will provide the County with District Information as defined herein via a web based Operation, Fusion & Communication Center ("OFCC") in accordance with the Fusion System Overview, which is attached hereto as Exhibit "A".
2) The District shall have sole discretion to determine which District Information is provided for the use with the OFCC.
3) The District shall not disclose any County information obtained pursuant to this Agreement unless such disclosure is required by law, rule, regulation, or court order.

III. Obligations of the County

1) The County shall allow District to have access to the OFCC and all related databases for all purposes incident to this Agreement.

2) The County shall not disclose any District Information obtained pursuant to this Agreement unless such disclosure is required by law, rule, regulation, or court order.
3) The County shall maintain the OFCC system and database, and shall take any and all action necessary to maintain District Information so as not to compromise the integrity or the security of the information being transmitted.
4) The County further agrees that if there is a breach, or a suspected breach, of the OFCC system or any connected databases which comprise District Information, the County shall immediately notify the District of such a breach and take all necessary steps to prevent any further unauthorized disclose of District Information.

IV. Term of Agreement and Termination

This Agreement becomes effective when approved by the governing body of the District and County and shall remain in effect for a period of one (1) year. This Agreement shall automatically be renewed on a yearly basis after the initial one (1) year term. This Agreement may be canceled by either party at any time, with or without cause, by giving thirty (30) days written notice to the other party.

V. Immunity

It is expressly understood and agreed that in the execution of this Agreement, no party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

VI. Successors and Assigns

Neither the District nor the County will assign, sublet, subcontract or transfer any interest in this Agreement without the written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of the other party.

VII. Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy give hereunder. No covenant or condition of this Agreement may be

waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

VIII. Notice

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be by personal delivery; sent by registered mail or certified mail; or by U.S. Mail, return receipt requested, postage prepaid; to:

District: Community Independent School District
Bud Nauyokas / Superintendent
615 FM 1138 N
PO Box 400
Nevada, Texas 75173

County: Department of Homeland Security
Collin County, Texas
4300 Community Avenue
McKinney, Texas 75071

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt or other written evidence of receipt.

IX. Savings / Severability

In the event that any one or more of the provisions hereof contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

X. Governing Law and Venue

This Agreement is entered into subject to the Interlocal Cooperation Act, the governing charters and or ordinances of the District and the County, as they may be amended from time to time, and is subject to and is to be construed governed, and enforced under all applicable Texas and Federal law. Venue of any suit or cause of action under this Agreement shall lie exclusively in Collin County, Texas.

XI. Entire Agreement

This Agreement and the exhibits attached thereto, if any, constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification, cancellation or alteration of the terms of this Agreement shall be binding on any party hereto unless the same is in writing, dated subsequent to the date hereof, and is duly authorized and executed by the parties hereto.

XII. Authority of Parties

This Agreement is made by and entered into by the duly-authorized officials of each respective entity.

XIII. Counterparts

It is expressly understood that the employees, methods, facilities and equipment of the District shall at all times be under its exclusive jurisdiction, direction and control. It is expressly understood that the employees, methods, facilities and equipment of the County shall at all times be under its exclusive jurisdiction, direction and control.

EXECUTED this, the 28th day of September, 2009.

Collin County, Texas

Keith Self
Collin County Judge

Kelley Stone
Director of Homeland Security

Dr. Muriel Marshall
Collin County Health Authority

Candy Blair, RN
Director of Health Care Services

Community ISD

Bud Nauyokas
Superintendent

[Name]
Board President

[Name]
Board Secretary

Exhibit A

CITY will provide:

1. Either a secure electronic transfer to a secure file transfer protocol (FTP) site on the North Central Texas Fusion System Servers or authorized access to a Law Enforcement Server for secure data pull by the North Central Texas Fusion System. Transfer will take place at a mutually agreed upon frequency and time of day.
2. A description of database structure and field definitions (including handling of restricted access records) by written documentation, working meetings, and/or responses to questions.
3. A designation of whether expunged records are to be overwritten or deleted from the North Central Texas Fusion System; and
4. Notification to the Fusion System Point of Contact of authorized Law Enforcement users who are no longer eligible to access the Fusion System.

The COUNTY will provide:

1. A secure FTP site, if applicable, that is accessible only by the CITY and North Central Texas Fusion System IT personnel and North Central Texas Fusion System authorized contractors who will integrate the data into a North Central Fusion System Search Library;
2. Separate data libraries that support unrestricted Law Enforcement Sensitive data as well as restricted Law Enforcement Sensitive components;
3. Automated integration of updated transmitted files;
4. A provision for handling expunged records as specified by the CITY; and
5. A procedure for removing a user name from the authorized North Central Texas Fusion System authorized user list based on input from the CITY.