

## **Interlocal Agreement for Sharing of Health-Related Data**

This Interlocal Agreement (“Agreement”) is entered into between the Melissa 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. The County, by the

terms of this Agreement, is a “school official” pursuant to the Family Education Rights and Privacy Act (“FERPA”) and, as such, may have access to confidential information regarding students, to the extent provided by law. County will maintain confidentiality of student information in accordance with FERPA.

- 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 disclosure 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 given 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: Melissa Independent School District  
Dr. Jason Smith / Superintendent  
1904 Cooper Street  
Melissa, Texas 75454

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**

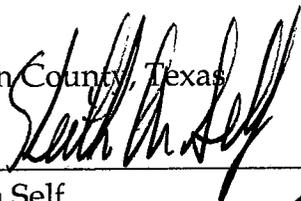
This Agreement is made by and entered into by the duly-authorized officials of each respective entity.

**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 21st day of May, 2012.

Collin County, Texas

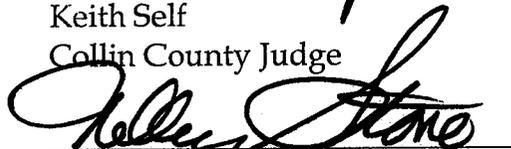


Keith Self  
Collin County Judge

Melissa ISD



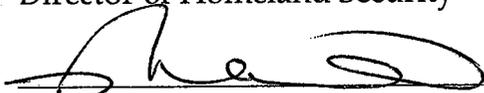
Dr. Jason Smith  
Superintendent



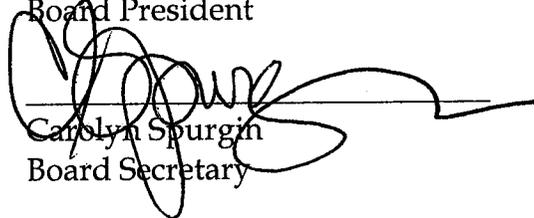
Kelley Stone  
Director of Homeland Security



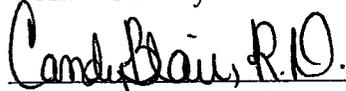
Bruce Minchey  
Board President



Dr. Muriel Marshall  
Collin County Health Authority



Carolyn Spurgin  
Board Secretary



Candy Blair, RN  
Director of Health Care Services