

**AGREEMENT
BETWEEN**

**FORT BEND COUNTY HEALTH & HUMAN SERVICES
AND
GREATER HOUSTON HEALTHCONNECT**

This Agreement is made and entered into by and between the County of Fort Bend, a home-rule County of the State of Texas, and **Greater Houston Healthconnect (GHH)** (collectively referred to as the “parties”).

PURPOSE

The purpose of this Agreement is for the parties to work in collaboration to ensure the County is able to access information for patients diagnosed with the disease known as “coronavirus disease 2019” (“COVID-19”) using GHH’s Health Information Exchange (HIE) to perform disease surveillance chart reviews.

BACKGROUND

The Governor of the State of Texas issued a proclamation declaring a state of disaster for a public health emergency for the State of Texas resulting from the imminent threat to the public health and the potential for loss of life and property of people and communities of the State caused by the introduction, transmission, or spread (or imminent threat of the same) of the disease known as “coronavirus disease 2019” (“COVID-19”).

To date, the number of persons infected with COVID-19 continues to increase and the County would like to partner with GHH in order to access timely clinical information to expedite disease surveillance and case investigations activities during this public health emergency. At no cost to the County, GHH will deploy their Clinical Viewer to authorized County personnel enabling access to COVID-19 patients reported within the jurisdiction of the County.

COVID-19 patient information may be disclosed by the County to GHH, pursuant to State or Federal law, including Texas Health and Safety Code § 81.046(c), and 45 CFR § 160.203, as the release of the information concerns the conduct of public health surveillance, investigation, or intervention.

AGREEMENT

I. Term

The Effective Date of this Agreement is the date of signature below and will continue for one year unless terminated sooner by mutual agreement of the parties, or by one party giving the other party a thirty (30) day written notice to terminate.

II. Responsibilities

This Agreement sets forth the understanding between the parties herein concerning their respective roles and responsibilities under this agreement.

The parties herein understand and agree as follows:

- GHH, as a business associate of healthcare providers across the region, is permitted to disclose COVID-19 positive tested patients to County.
- County will identify these patients to GHH to enable access to this group.
- GHH will load these patients into the HIE.
- GHH will provision and train designated County employees to use the HIE. The County will provide a list of designated County personnel to GHH, who may be trained to use the HIE.
- Qualified patients will be updated by County as new cases are reported.
- GHH will make best efforts to load updates within same or next business day of receiving list.
- GHH and County agree all information exchanged and PHI accessed will only be used for purposes permitted under HIPAA, and will comply with all laws and regulations applicable to the type of confidential information. Confidential information refers to information classified as confidential under applicable law.
- GHH will exercise reasonable care to protect confidential information from being used in a manner other than as authorized by this Agreement or by an unauthorized user. GHH will only disclose confidential information to authorized users to the extent necessary to accomplish the purpose of this Agreement and as permitted by law. GHH will establish, implement, and maintain administrative, physical, and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the confidential information.
- GHH will maintain updated privacy, security, and breach response policies and procedures as required by law or internal policies.
- Upon termination of this Agreement, GHH will return or destroy confidential information received from County to the extent reasonably feasible and permitted by law. If GHH is required by law or litigation hold to retain confidential information beyond the termination of this Agreement, GHH will continue to safeguard the confidential information in accordance with this Agreement.
- GHH will reasonably cooperate with any request for information, documentation, audit, inspection, or investigation by any applicable regulatory authority or as required by County to comply with its regulatory requirements.

GHH is authorized by Chapter 182 of the Health & Safety Code to provide the services under this agreement.

VI. Notices

All notices, requests, demands, or other communications called for or contemplated hereunder will be in writing and will be deemed to have been duly given when delivered to the Party to whom addressed or when sent by registered or certified

mail, return receipt requested, prepaid and addressed to the Parties, their successors in interest, other assignees at the following addresses, or at such other addresses as the parties may designate by written notice in the manner aforesaid. Notice deposited in the mailing the manner hereinbefore described will be conclusively deemed effective, unless otherwise stated, three (3) days after it is so deposited. Notice given in any other matter will be effective only if and when received by the Party to be notified. For the purpose of notice, the addresses of the Parties will, until changed as hereinafter provided, be as follows:

Agency Name: Nick Bonvino
Chief Executive Officer
Greater Houston Healthconnect
1213 Hermann Dr.
Houston, TX 77004

County: KP George
County Judge
Fort Bend County Health & Human Services
301 Jackson St.
Richmond, TX 77469

In accordance with the above understanding, the following agree to form a partnership between the respective agencies by executing this Agreement.

VII. PAYMENT.

Neither the County nor GHH have allocated any funds to this agreement and neither party as an obligation to pay the other under this agreement.

IIX. Independent Parties

It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. Neither party shall enter into any contract or commitment on behalf of the other party.

Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

IX. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

X. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no effect. This Agreement may be amended only by a written instrument executed by representatives duly authorized by the governing Boards of the parties hereto.

XI. Signatures

IN WITNESS WHEREOF, this AGREEMENT, in duplicate originals of equal force, has been executed on behalf of the parties hereto.

**FORT BEND COUNTY
HEALTH & HUMAN SERVICES**

**GREATER HOUSTON
HEALTHCONNECT**

KP George
County Judge

DocuSigned by:
Nick Bonvino

NICK BONVINO
Chief Executive Officer

Date: _____

Date: 12/9/2020

ATTEST:

Laura Richard
County Clerk