

THE STATE OF TEXAS §

COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, Met in a regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____,

with the following members present:

Judge Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
Lesley Briones	Commissioner, Precinct No. 4

and the following members absent: _____,

constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING HARRIS COUNTY PUBLIC HEALTH to approve the attached Data Use Agreement (DUA) between Harris County Public Health (HCPH) and GiveDirectly, Inc.

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Hidalgo	[]	[]	[]
Comm. Ellis	[]	[]	[]
Comm. Garcia	[]	[]	[]
Comm. Ramsey	[]	[]	[]
Comm. Briones	[]	[]	[]

The meeting chair announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that the County Judge is authorized to approve the attached Data Use Agreement (DUA) between Harris County Public Health (HCPH) and GiveDirectly, Inc. This Agreement will be effective February 27, 2024 through December 31, 2025. Please see attached document(s) for additional information.

The documents are attached hereto and incorporated herein and incorporated as if set out in full word for word. Harris County is authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

GiveDirectly

DATA SHARING AGREEMENT

THIS DATA SHARING AGREEMENT (“DSA”) is entered into by and between GiveDirectly, Inc., a registered 501(c)(3) non-profit corporation organized under the laws of the Commonwealth of Massachusetts in the United States with a principal address of PO Box 3221 NY, NY 10008, New York, NY 10003 (“**GiveDirectly**” or “**GD**”) and Harris County (the “**County**”), a body corporate and politic under the laws of the State of Texas, acting by and through Harris County Public Health (the “**Department**”). Each of GiveDirectly and the County are sometimes referred to herein as a “**Party**” and, collectively, as the “**Parties.**”

WHEREAS, GiveDirectly’s mission is to reshape international giving, making unconditional, direct cash transfers to the poor, and thereby setting the benchmark against which other interventions are evaluated;

WHEREAS, in July 2021, the Harris County Commissioners Court approved funding for the creation of a program known as the Accessing Coordinate Care and Empowering Self-Sufficiency (“**ACCESS**”) Harris program. The **ACCESS** Harris program is expected to break down existing silos and improve the health, well-being, sustained recovery, and self-sufficiency of the County’s most vulnerable residents through extensive, multi-agency care coordination.

WHEREAS, on October 10, 2023, the Parties entered into an Agreement (the “**Agreement**”) through which GD agreed to serve as Program Administrator for the Uplift Harris Guaranteed Income Pilot Program, a program designed to provide monthly income to meet basic needs to low-income families who experienced economic fallout and financial challenges in response to the COVID-19 pandemic.

WHEREAS, pursuant to their missions and in furtherance of **ACCESS** Harris and the Uplift Harris Guaranteed Income Pilot Program, the County wishes to exchange Data with GiveDirectly to develop, implement, enhance or improve a cash transfer project to low-income families in the County. Furthermore, so the stories of recipients who participate in the program can be shared, the County wishes to receive the name and contact information for individuals who consent to be part of a storytelling cohort in the enrollment form.

WHEREAS, the Parties wish to enter into this DSA to outline the terms and conditions agreed between them in relation to the Data which will be shared; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree with each other as follows:

1. Definitions. Unless otherwise defined below, all capitalized terms shall have the meaning given to them in the Agreement:

1.1. “**Covered Entity**”, “**Individual**”, and “**Protected Health Information**”, shall have the meanings given under the applicable Data Protection Law.

1.2. “**Data**” means the information subject to this DSA, which is specified in Annex A.

1.3. “**Data Protection Laws**” means all applicable legislation relating to data protection and privacy which applies to the disclosure of Data under this DSA and in connection with the Agreement, including, with respect to the County’s disclosure of Protected Health Information, without limitation, and in each case as amended, consolidated, or replaced from time to time:

1.3.1. The Health Insurance Portability and Accountability Act of 1996, as implemented through regulations in Parts 160 and 164 of Title 45 of the Federal Code of Regulations.

1.3.2. TEX. HEALTH & SAFETY CODE § 181.001 et seq.

1.4. “**Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored, or otherwise processed.

1.5. “**Data Discloser**” means the Party to this Agreement that discloses the Data to the Data Receiver.

1.6. “**Data Receiver**” means the party to this Agreement that receives Data from the Data Discloser.

1.7. “**Effective Date**” means the date the Data Sharing Agreement is approved by the Harris County Commissioners Court.

1.8. “**Host Country(ies)**” means the country(ies) where Data has been collected or originates from or the country of origin of the Individual, whichever is legally and practicably applicable.

1.9. “**Purpose**” has the meaning given to it in Annex A, which is attached and incorporated herein.

2. **Term.** This DSA shall begin on the Effective Date, and unless earlier terminated pursuant to this Agreement, shall expire on December 31, 2025 (the “**Term**”).

3. **Purpose.** Both Parties agree that they will process the Data independently for the Purpose and strictly in accordance with any documented instructions of the Data Discloser. The Parties shall not process Data subject to this DSA in a way that is incompatible with the Purpose of this Agreement.

4. **Use.** Data Discloser shall retain ownership of the Data and hereby grants the Data Receiver a worldwide, nonexclusive, non-transferable and royalty free right and license to access, copy and use the Data solely for charitable purposes and in accordance with the terms of this DSA. Data Discloser may in whole or in part revoke its authorization and license for the Data Receiver to use the Data at any time in its sole discretion. Data Receiver shall use the Data solely for the Purpose. Data Receiver may request Data Discloser’s approval for additional uses and such request shall only be approved if the additional use is in line with Data Discloser’s mission and values, is made prior to use and is approved in a signed amendment to this DSA. Data Discloser may withhold approval for any reason or no reason. Data Receiver shall not use the Data for any commercial or for-profit purposes and, unless otherwise stated in Annex A, will not attempt to identify, or contact any specific individual or groups of individuals included in the Data. Data Discloser shall transfer the Data “as is” and shall not make, and hereby disclaims, any and all representation or warranty, either implied or express, with respect to: (1) the accuracy and completeness of the Data; (2)

the fitness of the Data for any particular purpose; and (3) whether the Data is subject to any third-party rights, including intellectual property rights.

5. Party Personnel. Each Party shall ensure that any person that it authorizes to process Data, including, but not limited to, a Party's staff, agents and approved sub-processors (an "**Authorized Person**") shall be subject to a strict duty of confidentiality, whether a contractual duty or a statutory duty, and shall not permit any person to process the Data who is not under such a duty of confidentiality. Data Receiver shall ensure that all Authorized Persons process the Data only as necessary for the Purpose.

6. Sub-processing. Except for as outlined in Annex A, neither Party will subcontract any processing of the Data to a third-party sub-processor without the prior written consent of the other Party. Where the other Party consents to sub-processing, that Party shall (i) impose data protection terms on any sub-processor it appoints that protect the Data, in substance, to the same standard provided by this DSA and (ii) remain fully liable for any breach of this DSA that results from an act, error or omission of its sub-processor.

7. International Data Transfer. Data Receiver may not transfer or authorize transfer of Data to countries outside the Host Country.

8. Security of Processing. Each Party shall implement appropriate technical and organizational measures to protect the Data from accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access in accordance with commercially reasonable standards. At a minimum, the Data Receiver shall include the measures identified in Annex B, which is attached and incorporated herein.

9. Data Breach Management and Notification. Parties shall promptly, within two (2) business days, report in writing to each other any use or disclosure of the Data in violation of this Agreement. A Party notified of the breach, in its sole discretion may: (1) immediately initiate termination for breach of this Agreement; (2) suspend provision of Data or suspend this Agreement in whole or in part; (3) require Party involved in the breach to: (a) promptly investigate and respond to concerns regarding any alleged disclosure; (b) promptly resolve any problems identified by the investigation; and (c) submit a corrective action plan with steps designed to prevent any future unauthorized disclosures.

10. HIPAA Authorization.

10.1. To ensure the County's compliance with HIPAA, the County will obtain an executed authorization that complies with HIPAA from the subject of the Data (each a "**HIPAA Authorization**") before making a disclosure of such Data to GiveDirectly.

11. Deletion or Return of Data. The Data Receiver shall not retain or process Data for longer than is necessary to carry out the Purpose. Upon termination or expiration of the DSA, Data Receiver shall, at Data Discloser's election, destroy or return to Data Discloser all Data, including copies of the Data, in its possession or control, including any Data subcontracted to an Authorized Person for processing. In the event the Data is deleted or destroyed by the Data Receiver, the Data Receiver shall provide the Data Discloser with a certificate of destruction evidencing that the Data has been destroyed or deleted. To the extent Data Receiver is required to retain copies of the Data in accordance with applicable laws, Data Receiver shall notify the Data Discloser in writing of the applicable laws which require Data to be retained.

12. Notices. All notices and communications given under this DSA must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out below:

GIVEDIRECTLY, INC.

HARRIS COUNTY PUBLIC HEALTH
Attn: Molly Brown

Attn: DPO
PO Box 3221 NY, NY 10008
New York, NY 10003
Email: dpo@givedirectly.org

1111 Fannin Street
Houston, TX 77002
Email: molly.brown@phs.hctx.net

13. Audits. Each Party shall maintain records to demonstrate compliance with this DSA and Data Protection Law(s) and provide to a copy upon request. During the term of the, a Party may, upon reasonable notice, audit a Party's records (including electronic records) to verify compliance with its obligations under this DSA. Such audits will take place (except to the extent related to an actual or suspected Data Breach), during regular business hours, upon reasonable prior written notice to the other Party. The Parties shall also comply with the audit and record-keeping requirements set forth in the Section XIV(G) of the Agreement.

14. Warranties. Each Party warrants and represents that it shall (i) Process Data in compliance with any applicable Data Protection Laws; (ii) ensure the accuracy of the Data and that it has all necessary notices and consents to enable the fair and lawful processing of the Data; and (iii) maintain records of all processing operations under its responsibility in accordance with any applicable Data Protection Laws.

ALL DATA IS PROVIDED "AS IS." EXCEPT AS PROVIDED IN THE FIRST SENTENCE OF THIS SECTION, DATA DISCLOSER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE DATA'S ACCURACY, COMPLETENESS OR USE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

DATA RECEIVER AND DATA DISCLOSER MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE PURPOSE AND RESEARCH RESULTS AND DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

15. Texas Public Information Act

15.1 The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552001 et seq., as amended (the "Act"). Data Receiver expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of Data Receiver.

15.2 It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to Data Receiver for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General.

15.3 In the event the County receives a written request for information pursuant to the Act that affects Data Receiver's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Data Receiver under this Agreement, then the County will promptly

notify Data Receiver of such request Data Receiver may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act Data Receiver is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act Data Receiver is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

15.4 Electronic Mail Addresses. Data Receiver affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement This consent shall apply to e-mail addresses provided by Data Receiver and agents acting on behalf of Data Receiver and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

16. Governing Law and Dispute Resolution. This DSA and the rights and obligations of the Parties hereto will be governed by and construed in accordance with the laws of the State Texas, United States, without regard to the conflict of laws provisions thereof. The exclusive venue for any action under or related to the DSA is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas, and each party waives any objection based on improper venue or forum non conveniens.

17. Resolution of Disputes with Individuals or a government regulator.

17.1. In the event of a dispute or claim brought by an Individual or government regulator concerning the processing of Data against any of the Parties, the Parties will inform each other about any such dispute or claims and will cooperate with a view to settling them amicably and in a timely fashion.

18. Termination. This DSA shall expire as of the date described in Section 2, unless extended by agreement of the Parties or terminated earlier under this section. This DSA may be terminated by: (i) both Parties on mutual written agreement; (ii) either Party for its convenience with written notice and after thirty (30) days' notice; or (iii) either Party due to the non-terminating Party's breach of this DSA and failure to correct such breach within 15 days prior notice of such breach.

19. Independence. The Parties are and will remain independent contracting parties. The arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, fiduciary or similar relationship for any purpose. Neither Party has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term "partner" or comparable term in any communication is solely for convenience.

20. Amendment. This Agreement may be amended only as stated in and by a writing signed by both Parties.

21. Waiver. Either Party's waiver of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance with every term and condition of this Agreement.

22. Severability. Should any part of this Agreement be declared invalid by a court of competent jurisdiction for any reason, the remaining portion shall remain in full force and effect and shall be interpreted as if such provision had never been contained herein.

23. Entire Agreement. This Agreement is the final, complete and exclusive agreement of the Parties with **respect** to the subject matter hereof and supersedes and merges all prior discussions between the Parties with respect to such subject matter. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized officer of both Parties.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by either facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement, and an electronic, facsimile or PDF signature shall constitute an original signature for all purposes.

25. Authority. The Parties have the full right and authority to enter into and perform their respective obligations under this Agreement. Neither Party's performance will violate any agreement or obligation between the Party and any third party.

IN WITNESS WHEREOF, this Data Processing Agreement has been duly executed as of the Effective Date.

GIVEDIRECTLY, INC.

HARRIS COUNTY

DocuSigned by:
leslie riekenberg
By: 790AA1483A5E4E7
Name: Leslie Riekenberg
Title: Legal Counsel
Date: March 26, 2024 | 9:33 AM EDT

By: _____
LINA HIDALGO
COUNTY JUDGE
Date: _____

HARRIS COUNTY PUBLIC HEALTH

APPROVED AS TO FORM: CHRISTIAN D. MENEFEE COUNTY ATTORNEY

By: *Barbie L. Robinson*
Barbie Robinson, MPP, JD, CHC
Executive Director

By: *Manasi Tahiliani*
Manasi Tahiliani
Assistant County Attorney
C.A.O File No: 23GEN3287

ANNEX A**DATA DESCRIPTION**

This Annex A forms part of the DSA and describes the data processing/sharing/transfer that the Parties engage in.

A. LIST OF PARTIES

Name:	GiveDirectly, Inc., a registered 501(c)(3) non-profit corporation organized under the laws of the Commonwealth of Massachusetts in the United States
Address:	PO Box 3221 NY, NY 10008, New York, NY 10003
Contact person's name, position and contact details:	GiveDirectly DPO dpo@givedirectly.org
Activities relevant to the data transferred under this DSA:	To enable the Parties to achieve the Purpose as defined in Section B below.

Name:	Harris County acting by and through Harris County Public Health
Address:	1111 Fannin Street, Houston, TX 77002
Contact person's name, position and contact details:	Molly Brown Molly.brown@phs.hctx.net
Activities relevant to the data transferred under this DSA:	To enable the Parties to achieve the Purpose as defined in Section B below.

B. DESCRIPTION OF DATA AND TRANSFER

1. Purpose:	DSA between GD and Harris County is needed because we will be ingesting a list from them for ACCESS Harris. GD will also be sharing name and contact information with Harris County of recipients who consent to be part of a storytelling cohort.
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2. Categories of data subjects whose personal data is processed and/or transferred:	Recipient/participant personal data, and any other individuals whose personal data are uploaded or transmitted between the Parties.
3. Categories of personal data processed and/or transferred:	i. Name ii. Date of Birth iii. Phone Number iv. Email Address
4. Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved:	
5. The frequency of the transfer and/or processing (e.g. whether the data is transferred on a one-off or continuous basis):	Personal data will be transferred on a one-off basis.
6. Nature of the processing:	The personal data will be subject to the processing activities that are necessary to achieve the Purpose under this DSA.
7. Lawful basis for processing:	Contractual Obligation
8. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:	For the duration of the underlying DSA unless otherwise required by law or the personal data is deleted prior to termination or expiration by the Parties.

C. SUB-PROCESSORS

GiveDirectly has authorized the use of the following sub-processors, if any.

Name	Address	Description of Processing
AidKit LLC	383 Corona Street, Unit #814, Denver, Colorado, 80218	Ingesting ACCESS cohort list to develop and share unique application links with ACCESS participants.

Harris County Public Health has authorized the use of the following sub-processors, if any.

Name	Address	Description of Processing

ANNEX B

TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES

This Annex B forms part of the DSA and describes the minimum technical and organizational measures the each Party shall implement to ensure an appropriate level of security taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

At a minimum, each Party shall implement measures for:

1. Pseudonymization and encryption of personal data
2. Ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services
3. Ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident
4. Regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing
5. User identification and authorization
6. Protection of data during transmission
7. Protection of data during storage
8. Ensuring physical security of locations at which personal data are processed
9. Ensuring events logging
10. Ensuring system configuration, including default configuration
11. Internal IT and IT security governance and management
12. Ensuring data minimization
13. Ensuring data quality
14. Ensuring limited data retention
15. Ensuring accountability
16. Allowing data portability, ensuring erasure, and complying with all data subject rights