

**ADDENDUM TO THE RESTRICTED DATA USE AGREEMENT FOR RESTRICTED
DATA FROM THE INTER-UNIVERSITY CONSORTIUM FOR POLITICAL AND
SOCIAL RESEARCH (ICPSR)**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Addendum to the above-referenced Agreement is made and entered into by and between Harris County (“County”), a body corporate and politic under the laws of the State of Texas, acting by and through the Public Health Department (the “Department”), and the Regents of the University of Michigan (“Contractor”). County and Contractor are referred to herein collectively as the “Parties” and individually as a “Party.” The effective date of this Agreement shall be the date of approval by Harris County Commissioners Court (the “Effective Date”).

Recitals

The Department desires use of data from the National Intimate Partner and Sexual Violence Survey (“NISVS”) for the objective of estimating the prevalence of intimate partner and sexual violence in Harris County, Texas. Contractor represents and warrants it is willing and capable of providing the Services.

Terms

I.

Contractor’s “Agreement” is attached hereto as Exhibit A and incorporated herein by reference. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control.

II.

NOTICE

Any notice, report, invoice, or other document required or permitted to be given or made under this Agreement shall be in writing. Any such notice, report, invoice, or other document shall be delivered (i) by hand, (ii) by prepaid overnight or registered mail, or (iii) via email (if any email address is provided) and shall be deemed to have been received on the first business day following the date on which it was sent. Unless otherwise provided in this Agreement, all notices, reports, invoices, or other documents shall be delivered to the following addresses:

To the County:

Harris County Public Health Department
1111 Fannin Street
Houston, TX 77002
Attn: Jennifer Kiger

Either Party may change its address for receipt of notices, reports, invoices, and other documents by giving the other Party ten (10) days written notice.

III.

APPLICABLE LAW AND VENUE

RESERVED IV.

NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

- A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of County.
- B) The Parties agree that no provision of the Agreement extends County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C) Neither the execution of the Agreement nor any other conduct of either Party relating to the Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- D) County does not agree to binding arbitration, nor does County waive its right to a jury trial.

V.

TEXAS PUBLIC INFORMATION ACT

- A) To the extent allowed by law, the Parties expressly acknowledge that the Recipient is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended (the "Act").
- B) It is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas 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 County, its officers and

employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General.

- C) In the event County receives a written request for information pursuant to the Act that affects Contractor 's rights, title to, or interest in any information or data or a part thereof, furnished to County by Contractor under the Agreement, then County will promptly notify Contractor of such request. Contractor may, prepare comments and submit information directly to the Attorney General of Texas stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Contractor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act.

- D) Electronic Mail Addresses. County affirmatively consents to the disclosure of its e-mail addresses that are provided to County, including any agency or department of 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 Contractor and agents acting on behalf of Contractor and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

VI.

EXECUTION

Multiple Counterparts: This Addendum may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Addendum.

INSTITUTIONAL REPRESENTATIVE

Michele Quick



Verified by signNow
03/12/2024 17:29:22 UTC
8f6821cd4b76479bbdc4

By _____

Name: Michele Quick, MBA, CRA

Title: Project Representative, ORSP

Date: 03/12/2024

The Regents of the University of Michigan

HARRIS COUNTY

By: _____

Name: Lina Hidalgo

Title: County Judge

Date: _____

APPROVED:

Barbie L. Robinson


Barbie Robinson MPP, JD, CHC

Executive Director, HCPH

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE

COUNTY ATTORNEY

By:  _____

Shannon Fleming

Senior Assistant County Attorney

C.A. File 23GEN3392

EXHIBIT A

“Agreement”

(follows behind)



**Restricted Data Use Agreement
for Restricted Data from
the Inter-university Consortium
for Political and Social Research (ICPSR)**

I. Definitions

A. “Investigator” is the person primarily responsible for conducting the research or statistical activities relative to the Research Description of the Online Application (the “Research Description”), or supervising the individuals conducting the research or statistical activities relative to the Research Description, for which Restricted Data are obtained through this Agreement.

B. “Research Staff” are all persons at the Investigator’s Institution, excluding the Investigator, who will have access to Restricted Data obtained through this Agreement, including students, other faculty and researchers, staff, agents, or employees for which Institution accepts responsibility.

C. “Institution” is the university or research institution at which the Investigator will conduct research using Restricted Data obtained through this Agreement.

D. “Representative of the Institution” is a person authorized to enter into binding legal agreements on behalf of Investigator’s Institution.

E. “Restricted Data” are the research dataset(s) provided under this Agreement that include potentially identifiable information in the form of indirect identifiers that if used together within the dataset(s) or linked to other dataset(s) could lead to the re-identification of a specific Private Person, as well as information provided by a Private Person under the expectation that the information would be kept confidential and would not lead to harm to the Private Person. Restricted Data includes any Derivatives.

F. “Private Person” means any individual (including an individual acting in an official capacity) and any private (i.e., non-government) partnership, corporation, association, organization, community, tribe, sovereign nation, or entity (or any combination thereof), including family, household, school, neighborhood, health service, or institution from which the Restricted Data arise or were derived, or which are related to a Private Person from which the Confidential Information arise or were derived.

G. “ICPSR” is the Inter-university Consortium for Political and Social Research.

H. “Online Application” includes all information entered into the ICPSR web-based data access request system, including Investigator information, Research Staff information, Research Description, Data Selection specifying which files and documentation are requested, Confidentiality Pledge signed by the Investigator, Supplemental Agreement and Confidentiality Pledge signed by each Research Staff, Data Security Plan, and a copy of a document signed by the

Institution's Institutional Review Board (IRB), or equivalent, approving or exempting the research project.

I. "Data Security Plan" is a component of the Agreement which specifies permissible computer configurations for use of Restricted Data and records what the Investigator commits to do in order to keep Restricted Data secure.

J. "Deductive Disclosure" is the discerning of a Private Person's identity or confidential information through the use of characteristics about that Private Person in the Restricted Data. Disclosure risk is present if an unacceptably narrow estimation of a Private Person's confidential information is possible or if determining the exact attributes of the Private Person is possible with a high level of confidence.

K. "Derivative" is a file or statistic derived from the Restricted Data that poses disclosure risk to any Private Person in the Restricted Data obtained through this Agreement. Derivatives include copies of the Restricted Data received from ICPSR, subsets of the Restricted Data, and analysis results that do not conform to the guidelines in Section VI.F.

II. Responsibility to Address Disclosure Risk

Deductive Disclosure of a Private Person's identity from research data is a major concern of federal agencies, researchers, and Institutional Review Boards. Investigators and Institutions who receive any portion of Restricted Data are obligated to protect the Restricted Data from Deductive Disclosure risk, non-authorized use, and attempts to identify any Private Person by strictly adhering to the obligations set forth in this Agreement.

III. Requirements of Investigator

- A. The Investigator assumes the responsibility of completing the Online Application and any other required documents, reports, and amendments.
- B. The Investigator agrees to manage and use Restricted Data, implement all Restricted Data security procedures per the Data Security Plan, and ensure that all Research Staff understand their requirements per this Agreement and follow the Data Security Plan.
- C. Investigators must meet each of the following criteria:
 - 1. Have a PhD or other research-appropriate terminal degree; and
 - 2. Hold a faculty appointment or have an appointment that is eligible to be a principal investigator at Institution.

IV. Requirements of Institution

The Institution represents that it is:

- A. An institution of higher education, a research organization, a research arm of a government agency, or a nongovernmental, not-for-profit, agency.
- B. Not currently debarred or otherwise restricted in any manner from receiving information of a sensitive, confidential, or private nature under any applicable laws, regulations, or policies.
- C. Have a demonstrated record of using sensitive data according to commonly accepted standards of research ethics and applicable statutory requirements.

V. Obligations of ICPSR

In consideration of the promises made in Section VI of this Agreement, and upon receipt of a complete and approved Online Application, ICPSR agrees to:

- A. Provide the Restricted Data requested by the Investigator in the Restricted Data Order Summary within a reasonable time of execution of this Agreement by Institution and to make the Restricted Data available to Investigator via download or removable media.
- B. Provide electronic documentation of the origins, form, and general content of the Restricted Data sent to the Investigator, in the same time period and manner as the Restricted Data.

ICPSR MAKES NO REPRESENTATIONS NOR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE RESTRICTED DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, Institution assumes all liability for claims for damages against them by third parties that may arise from the use, storage, disposal, or disclosure by the Institution of the Restricted Data, except to the extent and in proportion such liability or damages arise from the negligence of ICPSR.

VI. Obligations of the Investigator, Research Staff, and Institution

Restricted Data provided under this Agreement shall be held by the Investigator, Research Staff, and Institution in strictest confidence and can be used or disclosed only in compliance with the terms of this Agreement. In consideration of the promises in Section V of this Agreement, and for use of Restricted Data from ICPSR, the Institution agrees:

- A. That the Restricted Data will be used solely for research or statistical purposes relative to the project as identified in the Research Description of the Online Application (the "Research Description"), and for no other purpose whatsoever without the prior written consent of ICPSR. Further, no attempt will be made to identify Private Person(s), no Restricted Data of Private Person(s) will be published or otherwise distributed, the Restricted Data will be protected against Deductive Disclosure risk by strictly adhering to the obligations set forth in this Agreement, and precautions will be taken to protect the Restricted Data from non-authorized use.

- B. To comply fully with the approved Data Security Plan at all times relevant to this Agreement.
- C. That no persons other than those identified in this Agreement or in subsequent amendments to this Agreement, as Investigator or Research Staff and who have signed this Agreement or a Supplemental Agreement, be permitted access to the contents of Restricted Data files or any Derivatives from the Restricted Data.
- D. That within five (5) business days of becoming aware of any unauthorized access, use, or disclosure of Restricted Data, or access, use, or disclosure of Restricted Data that is inconsistent with the terms and conditions of this Agreement, the unauthorized or inconsistent access, use, or disclosure of Restricted Data will be reported in writing to ICPSR.
- E. That, unless prior specific, written approval is received from ICPSR, no attempt under any circumstances will be made to link the Restricted Data to any Private Person, whether living or deceased, or with any other dataset, including other datasets provided by ICPSR.
- F. To avoid inadvertent disclosure of Private Persons by being knowledgeable about what factors constitute disclosure risk and by using disclosure risk guidelines, such as but not limited to, the following guidelines¹ in the release of statistics or other content derived from the Restricted Data.²
1. No release of a sample unique for which only one record in the Restricted Data provides a certain combination of values from key variables.
 2. No release of a sample rare for which only a small number of records (e.g., 3, 5, or 10 depending on sample characteristics) in the Restricted Data provide a certain combination of values from key variables. For example, in no instance should the cell frequency of a cross-tabulation, a total for a row or column of a cross-tabulation, or a quantity figure be fewer than the appropriate threshold as determined from the sample characteristics. In general, assess empty cells and full cells for disclosure risk stemming from sampled records of a defined group reporting the same characteristics.
 3. No release of the statistic if the total, mean, or average is based on fewer cases than the appropriate threshold as determined from the sample characteristics.
 4. No release of the statistic if the contribution of a few observations dominates the estimate of a particular cell. For example, in no instance should the quantity figures be released if one case contributes more than 60 percent of the quantity amount.
 5. No release of data that permits disclosure when used in combination with other known data. For example, unique values or counts below the appropriate threshold for key variables in the Restricted Data that are continuous and link to other data from ICPSR or elsewhere.

¹ For more information, see the U.S. Bureau of the Census checklist. *Supporting Document Checklist on Disclosure Potential of Data*, at http://www.census.gov/srd/sdc/S14-1_v1.3_Checklist.doc; *NCHS Disclosure Potential Checklist* at http://www.cdc.gov/nchs/data/nchs_microdata_release_policy_4-02A.pdf; and *FCSM Statistical Policy Working Paper 22 (Second Version, 2005)* at <http://www.hhs.gov/sites/default/files/spwp22.pdf>

² If disclosure review rules were established for a specific Restricted Dataset, they will be included in the dataset's documentation and are covered by this Agreement.

6. No release of minimum and maximum values of identifiable characteristics (e.g., income, age, household size, etc.) or reporting of values in the “tails,” e.g., the 5th or 95th percentile, from a variable(s) representing highly skewed populations.
7. No release of ANOVAs and regression equations when the analytic model that includes categorical covariates is saturated or nearly saturated. In general, variables in analytic models should conform to disclosure rules for descriptive statistics (e.g., see #6 above).
8. In no instance should data on an identifiable case, or any of the kinds of data listed in preceding items 1-7, be derivable through subtraction or other calculation from the combination of tables released.
9. No release of sample population information or characteristics in greater detail than released or published by the researchers who collected the Restricted Data. This includes but is not limited to publication of maps.
10. No release of anecdotal information about a specific Private Person(s) or case study without prior written approval.
11. The above guidelines also apply to charts as they are graphical representations of cross-tabulations. In addition, graphical outputs (e.g., scatterplots, box plots, plots of residuals) should adhere to the above guidelines.

G. That if the identity of any Private Person should be discovered, then:

1. No use will be made of this knowledge;
2. ICPSR will be advised of the incident within five (5) business days of discovery of the incident;
3. The information that would identify the Private Person will be safeguarded or destroyed as requested by ICPSR; and
4. No one else will be informed of the discovered identity.

H. Unless other provisions have been made with ICPSR, all originals and copies of the Restricted Data, on whatever media, shall be destroyed on or before completion of this Agreement or within 5 days of written request from ICPSR. Investigator will complete and notarize an Affidavit of Destruction, attesting to the destruction of the Restricted Data. Investigators requiring the Restricted Data beyond the completion of this Agreement should submit a request for continuation three months prior to the end date of the agreement. This obligation of destruction shall not apply to Investigator’s scholarly work based upon or that incorporates the Restricted Data.

I. That any books, articles, conference papers, theses, dissertations, reports, or other publications that employed the Restricted Data or other resources provided by ICPSR reference the bibliographic citation provided by ICPSR and be reported to ICPSR for inclusion in its data-related bibliography.

J. To provide annual reports to ICPSR staff (through ICPSR’s online data access request system), which include:

1. A copy of the annual IRB approval for the project described in the Research Description;

2. A listing of public presentations at professional meetings using results based on the Restricted Data or Derivatives or analyses thereof;
 3. A listing of papers accepted for publication using the Restricted Data, or Derivatives or analyses thereof, with complete citations;
 4. A listing of Research Staff using the Restricted Data, or Derivatives or analyses thereof, for dissertations or theses, the titles of these papers, and the date of completion; and
 5. Update on any change in scope of the project as described in the Research Description.
- K. To notify ICPSR of a change in institutional affiliation of the Investigator, a change in institutional affiliation of any Research Staff, or the addition or removal of Research Staff on the research project. Notification must be in writing and must be received by ICPSR at least six (6) weeks prior to the last day of employment with Institution. Notification of the addition or removal of Research Staff on the research project shall be provided to ICPSR as soon as reasonably possible. Investigator's separation from Institution terminates this Agreement.
- L. Upon Investigator's change in institutional affiliation, all electronic and paper Restricted Data will be securely destroyed with a notarized affidavit of destruction submitted to ICPSR. ICPSR will, at the request and cost of Investigator, store these files and transfer them to Investigator's new Institution upon submission and approval of an Online Application by the new Institution. Although the Restricted Data will be stored in a secure location, ICPSR assumes no responsibility for the Restricted Data or associated files and Institution and Investigator shall not be liable for any damages arising from any suits or claims arising from the storage of the Restricted Data or associated files by ICPSR. ICPSR makes no guarantees and provides no warranty that the exact same Restricted Data or associated files can be or will be provided to Investigator after such storage, or that any files or Restricted Data forwarded to Investigator after such storage will be free from defect or fit for any particular purpose.
- M. That use of the Restricted Data will be consistent with the Institution's policies regarding scientific integrity and human subject's research.
- N. To respond fully and in writing within ten (10) working days after receipt of any written inquiry from ICPSR regarding compliance with this Agreement.

VII. Violations of this Agreement

- A. The Institution will investigate allegations by ICPSR or other parties of violations of this Agreement in accordance with its policies and procedures on scientific integrity and misconduct. If the allegations are confirmed, the Institution will treat the violations as it would violations of the explicit terms of its policies on scientific integrity and misconduct.
- B. In the event of a breach of any provision of this Agreement, Institution shall be responsible to promptly cure the breach and mitigate any damages. The Institution hereby acknowledges that any breach of the confidentiality provisions herein may result in irreparable harm to ICPSR not adequately compensable by money damages. Institution hereby acknowledges the possibility of injunctive relief in the event of breach, in addition to money damages. In addition, ICPSR may:

1. Terminate this Agreement upon notice and require return of the Restricted Data and any derivatives thereof;
 2. Deny Investigator future access to Restricted Data; and/or
 3. Report the inappropriate use or disclosure to the appropriate federal and private agencies or foundations that fund scientific and public policy research.
 4. Such other remedies that may be available to ICPSR under law or equity, including injunctive relief.
- C. Institution agrees, to the extent not prohibited under applicable law, to indemnify the Regents of the University of Michigan from any or all claims, losses, causes of action, judgments, damages, and expenses arising from Investigator's, Research Staff's, and/or Institution's use of the Restricted Data, except to the extent and in proportion such liability or damages arose from the negligence of the Regents of the University of Michigan. Nothing herein shall be construed as a waiver of any immunities and protections available to Institution under applicable law.
- D. In the event of a violation, the Investigator must:
1. Notify ICPSR within five (5) business days;
 2. Stop work with the Restricted Data immediately;
 3. Submit a notarized affidavit acknowledging the violation to ICPSR;
 4. Inform the Representative of Institution of the violation and review security protocols and disclosure protections with them.
 - i. The Representative of Investigator's Institution must submit an acknowledgment of the violation and security protocols and disclosure protections review to ICPSR; and
 5. Reapply for access to the Restricted Data.

VIII. Confidentiality

This Agreement is consistent with the requirements of the United States Code -- 31 USC Section 3729 et seq. (The False Claims Act), and 34 USC Section 10231(a), which authorizes the Department of Justice to collect confidential data while mandating strict protections -- and the Code of Federal Regulations -- 28 CFR 22 (Confidentiality and Transfer of Confidential Data), 28 CFR 46 (Department of Justice version of the Common Rule), as well as 62 F.R. 35044 (June 27, 1997) (The Federal Confidentiality Order).

To the extent the Restricted Data are subject to a Certificate of Confidentiality, the Institution is considered to be a contractor or cooperating agency of ICPSR; as such, the Institution, the Investigator, and Research Staff are authorized to protect the privacy of the individuals who are the subjects of the Restricted Data by withholding their identifying characteristics from all persons not connected with the conduct of the Investigator's research project. "Identifying characteristics" are considered to include those data defined as confidential under the terms of this Agreement.

IX. Incorporation by Reference

All parties agree that the information entered into the Online Application, including the Data Security Plan, IRB approval, and any Supplemental Agreements and Confidentiality Pledges, are incorporated into this Agreement by reference.

X. Miscellaneous

- A. All notices, contractual correspondence, and return of Restricted Data under this Agreement on behalf of the Investigator shall be made in writing and delivered to the address below:

ICPSR
P.O. Box 1248
Ann Arbor, MI 48106-1248
-or-
help@icpsr.umich.edu

- B. This agreement shall be effective for 24 months from execution or until the IRB expires.
- C. The respective rights and obligations of ICPSR and Investigator, Research Staff, and Institution pursuant to this Agreement shall survive termination of the Agreement.
- D. This Agreement and any of the information and materials entered into the Online Application may be amended or modified only by the mutual written consent of the authorized representatives of ICPSR and Investigator and Institution. Both parties agree to amend this Agreement to the extent necessary to comply with the requirements of any applicable regulatory authority.
- E. The Representative of the Institution signing this Agreement has the right and authority to execute this Agreement, and no further approvals are necessary to create a binding agreement.
- F. The obligations of Investigator, Research Staff, and Institution set forth within this Agreement may not be assigned or otherwise transferred without the express written consent of ICPSR.

**Investigator and Institutional
Signatures**

Read and Acknowledged by:
Investigator

Institutional Representative



4/3/2024

SIGNATURE

DATE

SIGNATURE

DATE

Barbie Robinson, MPP, JD, CHC

NAME TYPED OR PRINTED

NAME TYPED OR PRINTED

Executive Director

TITLE

TITLE

Harris County Public Health

INSTITUTION

INSTITUTION

BUILDING ADDRESS

BUILDING ADDRESS

1111 Fannin

STREET ADDRESS

STREET ADDRESS

Houston, TX 77002

CITY, STATE ZIP

CITY, STATE ZIP

ORDER OF COMMISSIONERS COURT
Authorizing execution of an Addendum

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, 2024, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN ADDENDUM TO THE RESTRICTED
DATA USE AGREEMENT BETWEEN HARRIS COUNTY AND THE UNIVERSITY OF
MICHIGAN**

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:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon 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 County Judge is hereby authorized to execute for and on behalf of Harris County an Addendum with the University of Michigan. The Addendum is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.