



## TARRANT COUNTY COMMISSIONERS COURT COMMUNICATION

**Court Date:** September 16, 2025

**Court Order #:** 145946

**Page:** 1 of 9

**Department:**

**Prepared By:** Gary Collins, Contracts  
Specialist

**Approved By:** Gary Collins, Contracts  
Specialist

**SUBJECT:**

**Consideration of Data Use Agreement with Recovery Resource Council for Implementation of the Tarrant County Overdose Fatality Review**

**\*\*\*CONSENT AGENDA\*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that Commissioners Court consider a Data Use Agreement between Tarrant County and Recovery Resource Council (RRC) to allow data sharing for the implementation of an Overdose Fatality Review (OFR).

**BACKGROUND**

Over 2,000 Tarrant County residents have died from drug overdoses in the past five years. To address this, Tarrant County Public Health (TCPH) has partnered with RRC to implement an OFR. Other participating entities include the Tarrant County Medical Examiner's Office, Connections Wellness Group, and Texoma High Intensity Drug Trafficking Area (HIDTA).

The OFR identifies system gaps and collects information to guide data-driven overdose prevention and intervention strategies. Reviews are conducted through confidential case reviews by a multidisciplinary team, providing insight into missed opportunities that may have prevented overdose deaths and informing recommendations for action.

RRC coordinates and manages the review process, including collection and entry of data. TCPH is responsible for analyzing the data and preparing reports to support the OFR in developing overdose prevention recommendations.

Approval of this agreement will allow TCPH to receive and analyze OFR data collected by RRC.

The Agreement is effective upon approval by both parties and remains in effect until September 3, 2035, or until terminated by either party with thirty (30) days' written notice.

The Criminal District Attorney's Office has reviewed this document as to form.

**FISCAL IMPACT**

There is no fiscal impact associated with this item.

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT §

**LIMITED DATA SET  
DATA USE AGREEMENT**

This Data Use Agreement for a Limited Data Set ("DUA") is effective on September 3, 2025, ("Effective Date") by and between Recovery Resource Council ("Covered Entity"), a non-profit corporation located at 2700 Airport Freeway, Fort Worth, TX 76111, and Tarrant County Public Health ("Recipient"), a county government corporation located at 1101 S. Main Street, Fort Worth, TX 76104 collectively, the "Parties".

The COVERED ENTITY is as defined in the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"); and the COVERED ENTITY is providing RECIPIENT with a Limited Data Set of Protected Health Information ("PHI") as defined in 45 Code of Federal Regulations (CFR) § 164.514(e)(2); so that the Recipient is a "LIMITED DATA SET RECIPIENT" as defined in HIPAA.

This DUA is **effective** upon a fully executed agreement and shall remain in effect for a period of ten (10) years with an end date of September 3, 2035 or until terminated by either party with a 30 day notice per section IX. Termination.

The Parties agree to the provisions of this DUA in order to address the requirements of HIPAA and to protect the interest of both Parties.

**DEFINITIONS**

**Authorized User** means a recipient's employees, agents, assigns, representatives, independent contractors, or other persons or entities authorized by the data recipient to access, use or disclose information through this agreement.

**Breach of confidentiality** means unauthorized access, use or disclosure of information received under this agreement. Disclosure may be oral or written, in any form or medium.

**Breach of security** means an action (either intentional or unintentional) that bypasses security controls or violates security policies, practices, or procedures.

**Confidential information** means information that is protected from public disclosure by law.

**Data storage** means electronic media with information recorded on it, such as CDs/DVDs, computers and similar devices.

**Data Transmission** means the process of transferring information across a network from a sender (or source) to one or more destinations.

**Direct Identifier** Direct identifiers in research data or records include names; postal address information ( other than town or city, state and zip code); telephone numbers, fax numbers, e-mail addresses; social security numbers; medical record numbers; health plan beneficiary numbers; account numbers; certificate /license numbers; vehicle identifiers and serial numbers, including license plate numbers; device identifiers and serial numbers; web universal resource locators ( URLs); internet protocol (IP) address numbers; biometric identifiers, including finger and voice prints; and full face photographic images and any comparable images.

**Disclosure** means to permit access to or release, transfer, or other communication of confidential information by any means including oral, written, or electronic means, to any party except the party identified or the party that provided or created the record.

**Encryption** means the use of algorithms to encode data making it impossible to read without a specific piece of information, which is commonly referred to as a “key”. Depending on the type of information shared, encryption may be required during data transmissions, and/or data storage.

**Human research review** is the process used by institutions that conduct human subject research to ensure that:

- the rights and welfare of human subjects are adequately protected;
- the risks to human subjects are minimized, are not unreasonable, and are outweighed by the potential benefits to them or by the knowledge gained; and
- the proposed study design and methods are adequate and appropriate in light of the stated research objectives.

Research that involves human subjects or their identifiable personal records should be reviewed and approved by an institutional review board (IRB) per requirements in federal and state laws and regulations and state agency policies.

**Identifiable data or records** contains information that reveals or can likely associate the identity of the person or persons to whom the data or records pertain. Research data or records with direct identifiers removed, but which retain indirect identifiers, are still considered identifiable.

**Indirect identifiers** are indirect identifiers in research data or records that include all geographic identifiers smaller than a state, including street address, city, county, precinct, Zip code, and their equivalent postal codes, except for the initial three digits of a Zip code; all elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, date of death; and all ages over 89 and all elements of dates (including year) indicative of such age, except that such age and elements may be aggregated into a single category of age 90 or older.

**Limited dataset** means a data file that includes potentially identifiable information. A limited dataset does not contain direct identifiers.

**Potentially identifiable information** means information that includes indirect identifiers which may permit linking an individual to that person’s health care information.

Examples of potentially identifiable information include:

- birth dates;
- admission, treatment or diagnosis dates;
- healthcare facility codes;
- other data elements that may identify an individual. These vary depending on factors such as the geographical location and the rarity of a person's health condition, age, or other characteristic.

## **PURPOSE**

The purpose of this Limited Data Set Data Use Agreement (DUA) is to govern the access, use, and disclosure of a specific dataset, balancing the need for data sharing with the necessity to protect sensitive information. This agreement outlines the terms, conditions, and restrictions under which authorized individuals or entities may utilize the limited dataset, ensuring compliance with privacy regulations and maintaining the confidentiality and integrity of the data.

### **I. SCOPE OF SERVICES**

COVERED ENTITY will provide RECIPIENT with the following limited data set: [Data collected for the Tarrant County Overdose Fatality Review, such as decedent demographics, cause of death, overdose and death-scene investigation, interventions following the overdose, history of life circumstances, risk factors, community context, and review team recommendations].

Recipient acknowledges that this limited data set is subject to applicable privacy laws and regulations.

### **II. USE OF DATA and AUTHORIZED USERS**

RECIPIENT shall have the right to use and disclose all PHI provided to it by the COVERED ENTITY for the Research, Public Health or healthcare Operations purposes as listed below:

- RECIPIENT agrees to use the provided limited data set solely for the purpose of [analyzing, interpreting, and reporting of results for the Overdose Fatality Review Team] and for no other purpose.
- Prohibit any use or disclosure of the data for purposes other than those explicitly stated.
- Obtain written consent from COVERED ENTITY before using or disclosing the data for any other purpose.
- Adhere to all applicable laws and regulations governing the use and disclosure of PHI.
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### **III. SAFEGUARDING INFORMATION**

The parties shall send and receive health data in a secure, confidential manner in compliance with all applicable laws governing the protection of confidential and identifiable data.

Data will be received and stored securely. RECIPIENT shall use reasonable efforts (based on industry best practices) to secure, protect and manage all data received from COVERED ENTITY.

The parties will promptly report to each other in writing any use or disclosure of the data set not provided for by this DUA.

The parties agree to amend these specifications as necessary from time to time to allow either party to comply with the requirements of the privacy rule and HIPAA.

### **IV. SPECIAL TERMS AND CONDITIONS**

#### **A. RECIPIENT shall:**

1. Not attempt to determine the identity of, nor contact, any person whose information is contained in the data set unless such actions are necessary as part of a public health disease investigation or otherwise fall within public health authority as provided by Texas law.

### **V. FINANCIAL RESPONSIBILITY**

RECIPIENT is responsible for its incurred expenses in performing this DUA unless otherwise noted. To the extent permitted by the Constitution and the laws of the State of Texas, RECIPIENT indemnifies and holds harmless the COVERED ENTITY against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, with respect to RECIPIENT's performance.

### **VI. ASSIGNMENT**

Neither party may assign this DUA without the prior written consent of the other party.

### **VII. THIRD PARTY BENEFICIARY EXCLUDED**

This DUA does not protect any specific third party. The intent of this contract excludes the idea of a suit by a third-party beneficiary. The parties to this DUA do not consent to the waiver of sovereign immunity under Texas law to the extent either party may have that immunity under Texas law.

### **VIII. MISCELLANEOUS**

This DUA supersedes all prior representations. The parties may amend this DUA by subsequent written amendments. The parties will not amend this DUA orally. The laws of the State of Texas govern this DUA. Venue for any action regarding this DUA must be in the district courts of Tarrant County, Texas.

## **IX. TERMINATION**

This DUA shall be effective on the Effective Date set forth above and shall continue as long as Recipient retains the data, unless otherwise terminated by applicable law or regulation. Recipient may terminate this Agreement by returning or destroying the PHI and providing written notice to the Covered Entity. Recipient must ensure that all subcontractors and/or agents involved in the data handling also adhere to termination requirements. Should Recipient commit a material breach of this Agreement, which is not cured within thirty (30) days after Recipient receives notice of such breach from the Covered Entity, then the Covered Entity will discontinue disclosure of PHI and will report the breach to the Secretary, Department of Health and Human Services.

Either party may terminate this DUA by:

- A. Providing written notice to the other party at least 30 days prior to the date of termination;
- B. Providing, in the written notice, the date of termination;
- C. Sending the written notice by certified mail, return receipt requested to the party at its address.

## **X. GOVERNING LAW AND VENUE**

This Data Use Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this DUA will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in State Court.

Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

# **XI. CONTACT INFORMATION**

	<b>COVERED ENTITY</b>	<b>RECIPIENT</b>
Organization Name	Recovery Resource Council	Tarrant County Public Health
<b>Business Contact Name</b>	Becky Devine	Micky Moerbe
Title	Director of Special Projects	Biostatistician
Address	1822 Cadiz Street Dallas, TX 75201	1101 S. Main Street Fort Worth, TX 76104
Telephone #	989-302-3991	(817) 321-4877
Email Address	b.devine@recoverycouncil.org	mmmoebe@tarrantcountytexas.gov
<b>IT Security Contact</b>	Maria Gomez-Salcedo	Russell Scott
Title		Information Security Officer
Address	403 N Sylvania Ave Fort Worth, TX 76111	200 Taylor Street Fort Worth, TX 76196
Telephone #	817-332-6329	(817) 212-7468
Email Address	m.salcedo@recoverycouncil.org	rdscott2@tarrantcountytexas.gov
<b>Privacy Contact Name</b>	Maria Gomez-Salcedo	Kenton Murthy
Title		Privacy Officer
Address	403 N Sylvania Ave Fort Worth, TX 76111	1101 S. Main Street Fort Worth, TX 76104
Telephone #	817-332-6329	(817) 321-5305
Email Address	m.salcedo@recoverycouncil.org	kkmurthy@tarrantcountytexas.gov

SIGNED AND EXECUTED this 16 day of September, 2025.

**COUNTY OF TARRANT  
STATE OF TEXAS**

See Separate Electronic Signature Page

Tim O'Hare  
County Judge

**PROVIDER**

*Eric Niedermayer*

Eric Niedermayer  
Chief Executive Officer  
Recovery Resource Council

APPROVED AS TO FORM:

*Kimberly Collist Wesley*  
Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

**4. Consideration of Data Use Agreement with Recovery Resource Council for Implementation of the Tarrant County Overdose Fatality Review**

**PASSED AND APPROVED** on September 16, 2025.

**COUNTY OF TARRANT  
STATE OF TEXAS**



A handwritten signature in black ink, reading "Tim O'Hare". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Tim O'Hare  
County Judge  
October 1, 2025 4:11 PM

APPROVED AS TO FORM:

Separate Electronic Signature \*

\*By law, the District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

CERTIFICATION OF FUNDS IN THE AMOUNT OF \$N/A

A handwritten signature in black ink, reading "Kimberly M. Buchanan". The signature is cursive and elegant, with a large initial "K" and "B".

Signed by Kimberly Buchanan on September 30, 2025 3:54 PM

County Auditor