



# Agreement to Participate and Consent

Electronic Disease Notification –

Version 6.1

11/01/2009

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**USER AGREEMENT BETWEEN THE  
DIVISION OF GLOBAL MIGRATION AND QUARANTINE  
CENTERS FOR DISEASE CONTROL AND PREVENTION  
AND STATE OR LOCAL HEALTH DEPARTMENT FOR  
ELECTRONIC DISEASE NOTIFICATION SYSTEM**

**I. BACKGROUND AND PURPOSE**

The Centers for Disease Control and Prevention (CDC), Division of Global Migration and Quarantine (DGMQ), Electronic Disease Notification System (EDN) is an electronic system to notify CDC's public health partners about diseases of public health importance, such as tuberculosis (TB), and disease outbreaks occurring among mobile populations entering the United States. Such mobile populations may include immigrants, refugees, migrants, and international travelers (including temporary visitors). The information contained in this electronic system includes personally-identifiable medical information and other sensitive information that requires protection from unauthorized access, disclosure, or modification based on confidentiality, integrity, and availability requirements. This agreement sets forth the terms and conditions between the parties for access to the EDN system.

**II. LEGAL AUTHORITY**

CDC enters into this Memorandum of Understanding (MOU) under the authority of section 301 and 311 of the Public Health Service Act (42 USC §§ 241 and 243).

**III. CDC RESPONSIBILITIES**

Participation in the EDN is designed to fulfill state or local health department needs for sensitive, high quality and timely data and reports. In maintaining the EDN, CDC agrees to the following responsibilities:

1. Collect and consolidate demographic and health information for refugees and immigrants entering the United States
  2. Use CDC secure data network (SDN) and EDN to electronically notify health departments of newly arriving immigrants and refugees with suspect TB and other conditions of public health concern
  3. Provide federal and state public health officials with data to evaluate the effectiveness of follow up of immigrants and refugees with suspect TB
  4. Provide health departments with an electronic system to record the results of the domestic TB follow-up evaluations
  5. Provide an electronic system for health departments to track subsequent U.S. migration of refugees and immigrants
  6. Allow comparison of overseas medical examinations with results of domestic TB follow-up evaluations
  7. Maintain an adequate level of protection for EDN, through an appropriate spectrum of technical, administrative, and managerial controls
  8. Inspect and perform spot checks on the electronic system as appropriate to determine that an adequate level of compliance with security requirements exists
  9. Develop user and contractor awareness sessions and other training as appropriate
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#### **IV. STATE OR LOCAL HEALTH DEPARTMENT RESPONSIBILITIES**

As a condition of access to the EDN system, the state and/or local health department agrees to the following responsibilities:

1. Limit access to the EDN system to employees, contractors, and agents engaged in approved public health activities
2. Submit an “EDN Individual User Agreement” (Attachment A) for each employee, contractor, or agent granted access to the EDN system
3. Submit domestic TB follow-up information for immigrants and refugees who have suspect tuberculosis using the EDN system
4. Submit subsequent U.S. migration address of immigrants and refugees using the EDN system
5. Report security incidents and suspected fraud, waste, or misuse of the EDN system to the CDC Point of Contact
6. Agree to monitoring of external internet connections while the EDN is in use to ensure access to EDN is limited to controlled points of entry through Secured Data Network (SDN)
7. Agree not to knowingly engage in any activity that degrades the performance of the system, deprives another EDN authorized user access to a resource, obtain or attempt to obtain extra resources beyond those allocated, or circumvent a security measure for which proper authorization has not been granted

#### **V. INFORMATION SHARING**

CDC is authorized to disclose individually-identifiable information under this MOU to cooperating state and local health authorities pursuant to the Privacy Act (5 USC § 552a(b)(3)) and system notices maintained by CDC. CDC is not a covered entity under the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). CDC is a public health authority legally authorized to receive protected health information under HIPAA for public health purposes. See 45 CFR 164.512(b)

#### **VI. FUNDING**

This MOU is not an obligation nor a commitment of funds, nor a basis for a transfer of funds, but rather a statement of understanding between the parties. Expenditures by each party are subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies.

#### **VII. SETTLEMENT OF DISPUTES**

The parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this Memorandum of Agreement (MOA) before referring the matter to any other person or entity for settlement.

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**VIII. AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION**

This MOU may be amended by the mutual written consent of the authorized representatives for the parties. Either party may terminate this MOU upon thirty (30) days written notification to the other party. This MOU will enter into effect upon signature of both parties and will remain in effect until terminated.

**IX. EFFECT ON PROCEDURES AND LAWS**

All activities undertaken pursuant to this MOU must comply with applicable law, regulations, and agency policies.

**X. NO PRIVATE RIGHT CREATED**

This document is an internal agreement between the parties and does not create or confer any right or benefit on any other person or party, private or public. Nothing in this agreement or its appendix is intended to restrict the authority of either signatory to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction.

**XI. POINTS OF CONTACT**

**For DGMQ EDN:** Deborah Lee  
EDN Administrator, MS E03  
Centers for Disease Control and Prevention  
1600 Clifton Road, NE, Atlanta, GA 30333

**For HEALTH DEPARTMENT EDN USER:**

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Health Department

\_\_\_\_\_  
Last Name                      First Name                      Middle Initial

\_\_\_\_\_  
Title    Phone

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City    State    Zip

\_\_\_\_\_  
Phone    Fax    E-mail

Role    TB Coordinator    Refugee Coordinator   \_\_\_\_\_  
Jurisdiction

\_\_\_\_\_  
Signature of the TB or Refugee Coordinator                      Date

**XII. APPROVING SIGNATURES**

\_\_\_\_\_  
Signing on behalf of Health Department                      Title of the Signatory

\_\_\_\_\_  
Date Signed

Please sign and retain a copy for your records. Mail original to:  
Deborah Lee, EDN Administrator  
MS E03  
Centers for Disease Control and Prevention  
1600 Clifton Road, NE  
Atlanta, GA 30333.

