

**STATE OF TEXAS** §  
§  
**COUNTY OF HIDALGO** §

**MEMORANDUM OF AGREEMENT BETWEEN  
HIDALGO COUNTY AND NORTHERN ILLINOIS UNIVERSITY**

This Memorandum of Agreement is made on this the 12 day of September, 2017, by and between **HIDALGO COUNTY** by and through its Department of Health and Human Services, hereinafter referred to as “COUNTY”, with administrative offices located at 1304 S 25<sup>th</sup>, Edinburg, TX 78542, and **NORTHERN ILLINOIS UNIVERSITY** by and through its College of Health and Human Sciences, hereinafter referred to as “NIU-CHHS”, located at 1425 W. Lincoln Hwy., DeKalb, IL 60115.

The aim of this Agreement is to establish an exchange of information and for cooperative research between both institutions in the field of notifiable conditions.

**WHEREAS**, County, a political subdivision located in the State of Texas, and Northern Illinois University, an institution of Higher Education in the State of Illinois, which conducts research in the health and human sciences, desire to enter into this Agreement to collaborate and share information intended to improve the health, safety and welfare of the citizens of Hidalgo County, Texas; and

**WHEREAS**, the responsibilities set out herein are functions and/or services which each of the parties hereto have independent authority to perform and/or are functions and services which each of the parties hereto have independent authority to pursue, notwithstanding this Agreement;

**NOW, THEREFORE**, County and NIU-CHHS, in consideration of the mutual covenants expressed hereinafter, agree as follows:

## **I. PROVISION OF SERVICES**

The COUNTY coordinates directly for health services to patients with notifiable conditions from Hidalgo County, and therefore has information of the characteristics of the patients and access to data on the infectious agents that have infected them. The faculty at NIU-CHHS has developed a comprehensive research program in the health sciences.

Through this Agreement, the parties shall develop by a cooperative agreement the following:

1. **Studies on the nature of the association between notifiable conditions and environmental, behavioral, and epidemiological health factors.** These studies will benefit all patients with notifiable conditions on the U.S.-Mexico border by providing information to the COUNTY, the public, and health providers. For each study, the NIU-CHHS researcher will forward a written narrative describing the study to the COUNTY Health Administrator who will assist in coordinating the study participation. The COUNTY, through the Health Administrator, may refuse to participate in a particular study at any time or halt data collection and participation at any time for any of these future studies.

The participation of COUNTY in this initiative shall consist of the following:

1. Providing NIU-CHHS researchers with information on the patients thought to be diseased with a notifiable condition, as well as individuals at risk of developing the condition.
2. Provide NIU-CHHS researchers with retrospective and prospective data for analysis and publication on notifiable condition and/or infectious disease trends in COUNTY.
3. Provide NIU-CHHS researchers with the relevant medical information on the Patient.

None of these studies will result in extra cost for the COUNTY. Further, Consenting Patients will not be exposed to any unnecessary or undue risk.

**II. TERM OF AGREEMENT**

The term of this Agreement will begin on September 12, 2017 and end on December 31, 2020.

**III. COMPENSATION**

COUNTY will receive no reimbursement from NIU-CHHS for any services provided. NIU-CHHS will receive no reimbursement from COUNTY for any services provided.

**IV. NOTICES**

All notices or other writing required under this Agreement shall be deemed to have been made when sent by certified or registered mail, return receipt request, to the following address:

TO NIU-CHHS:  
James Ciesla  
Associate Dean for Research and Resources  
Northern Illinois University  
1425 W. Lincoln Hwy.  
DeKalb, IL 60115

TO COUNTY:  
Hidalgo County Health & Human  
Services Department  
Attn: Mr. Eduardo Olivarez  
1304 S 25<sup>th</sup> Ave.  
Edinburg, Texas 78542

**V. TERMINATION**

This Agreement may be terminated by either party by giving thirty (30) days written notice via certified mail, return receipt requested to the other party hereto of the intention to terminate.

**VI. LAW GOVERNING VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

**VII. IMMUNITIES**

Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

**WITNESS THE HANDS OF THE PARTIES** effective as of the day and year first written above.

**NOTHERN ILLINOIS UNIVERSITY**

\_\_\_\_\_  
NIU Representative

Date: \_\_\_\_\_

**HIDALGO COUNTY, TEXAS**

\_\_\_\_\_  
Ramon Garcia, County Judge

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**APPROVED AS TO FORM:**

Office of Criminal District Attorney, Ricardo Rodriguez, Jr.

By: \_\_\_\_\_  
Josephine Ramirez Solis  
Assistant District Attorney