

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY
AND THE COUNTY OF HIDALGO**

For Data Sharing And Collaborative Research

This Interlocal Cooperation Agreement for Data Sharing and Collaborative Research (this “Agreement”) is entered into effective as of the date the last signature is entered (Effective Date), by and between **The University of Texas Rio Grande Valley (UTRGV)** and the **County of Hidalgo, acting by and through the Hidalgo County Health and Human Services Department (County)**, collectively referred to as “the Parties”, acting under the authority granted in and in compliance with the Interlocal Cooperation Act (Act), Chapter 791, *Texas Government Code*.

RECITALS

WHEREAS, UTRGV is: an agency of the State of Texas organized under Chapter 79 of the Texas Education Code; a political subdivision as defined by the Act; an institution of higher education as defined by Texas Education Code Section 61.003(8); and a component institution of The University of Texas System.

WHEREAS, County is: a local government as defined by the Act and the Hidalgo County Health and Human Services Department is a Health Department within the network of the Texas Department of State Health Services in Edinburg, Texas.

WHEREAS, UTRGV mission is to transform the Rio Grande Valley through an innovative and accessible educational environment that promotes research, health and well-being, community engagement and sustainable development, among others.

WHEREAS, Hidalgo County Health and Human Services Department mission is to prevent disease, improve health status, prolong life and promote conditions conducive of healthy lifestyle for all Hidalgo County residents.

WHEREAS, the Parties wish to collaborate and exchange data to track and analyze the incidences of diseases and/or infection and the transmission of the disease in Hidalgo County (the “Project”).

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties enter into this Agreement pursuant to the Act, which authorizes local governments to cooperate with to perform governmental functions and services under the terms of the Texas Government Code, under the following:

TERMS AND CONDITIONS

1. Purpose. The purpose of this Agreement is to transfer data and collaborate in the following research project: Tracking and Analyzing the Incidence of Public Health Diseases and/or Infections and Transmission in Hidalgo County (the "Project"). This Agreement will increase the efficiency and effectiveness of the Parties.

2. Statement of the Services to be Performed. To achieve the goal of the Project, County and UTRGV will, insofar as the means of each allow will provide the following:

- a. County will provide the data set described in **Attachment 1** ("the Data") to UTRGV in accordance with the terms of this Agreement, including Special Terms set forth in **Attachment 1**, for the research project set forth in **Attachment 2, Description of the Project**.
- b. County will retain of ownership of any rights it may have in the Data, and UTRGV does not obtain any rights in the Data other than set forth herein.
- c. UTRGV will not use the Data except as authorized under this Agreement. The Data will be solely used to conduct the Project and solely by UTRGV's scientists, faculty, employees, fellows, students, and agents ("UTRGV Personnel") that have a need to use the Data in connection with the Project and whose obligation of use are consistent with the terms of this Agreement.
- d. Except as otherwise authorized in this Agreement or otherwise required by law, UTRGV agrees to retain control over the Data and shall not disclose, release, sell, rent, lease, loan or otherwise grant access to the Data to any third party without the written agreement of County.
- e. UTRGV agrees to maintain administrative, technical, and physical safeguards to prevent unauthorized use of or access to the Data and comply with any other special requirement as may be required by County in **Attachment 3**.
- f. After termination or expiration of this Agreement, UTRGV shall dispose of the Data as prescribed in **Attachment 3**, provided, however, that UTRGV may retain one (1) copy of the Data to the extent necessary to comply with the records retention requirement under any law, and for the purposes of research integrity and verification.

3. Warranty. Each Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to Agreement for the services under authority granted in the Act; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and (4) the representative signing this Agreement on its behalf is authorized by its governing body to sign this Agreement.

4. No Monetary Exchange. The Parties understand that they are proceeding at their own risk and they understand that costs associated with the Project are to be paid for by the Party who incurs the cost. Nothing contained in this Agreement is to be construed as providing for the sharing of profits or losses arising out of the efforts of either or both Parties. Neither Party will be liable to the other for any costs, expenses, risks or liabilities arising out of the other Party efforts in connection with this Agreement.

5. Term. This Agreement becomes effective as of the day and year first signed below for a period of three (3) years, and may be renewed for a period of two (2) additional one (1) year terms by written amendment signed by both parties.

Publication. Each Party shall be free to publish the results of the Project, after providing the other Party

with a thirty (30) day period in which to review each publication to identify inadvertent disclosure of proprietary information (if any). The Parties agree to acknowledge each other in publications, as academically and scientifically appropriate.

All publications resulting from the collaboration between the Parties must give recognition to this Agreement. Likewise, the Agreement must also be mentioned in all courses and formal presentations that result from collaboration under the terms hereof.

6. Press Releases. The Parties intend to discuss with each other press releases in connection with this Agreement prior to publication of any press release.

7. Notices. Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to County: Hidalgo County Richard Cortez, County Judge
100 East Cano St. 2nd Floor
Edinburg, TX 78539
Email: Richard.Cortez@co.hidalgo.tx.us

with copy to: Mr. Victor Garza, JD
Assistant District Attorney
Hidalgo County District Attorney's Office
E-Mail: victor.garza@da.co.hidalgo.tx.us

If to UTRGV: The University of Texas Rio Grande Valley
Office of Research Translation
1201 West University Drive
Edinburg, TX 78539
Attention: Research Collaboration Agreements

with copy to: Ms. Glorimar Colón, JD
Research Liaison Officer
E-mail: Glorimar.colon@utrgv.edu

or other person or address as may be given in writing by either party to the other in accordance with this Section.

8. Termination. Each Party may terminate this Agreement by giving the other Party a thirty (30) day advanced written notice.

9. Venue; Governing Law. Hidalgo County, Texas shall be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

10. Loss of Funding. Performance by any of the parties of its duties and obligations under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by that Party's governing board. If the Legislature fails to appropriate or allot the necessary funds to a Party, or a Party's governing board fails to allocate the necessary funds, then the Party that loses funding may terminate this Agreement without further duty or obligation under this Agreement.

11. Assignment. This Agreement is not transferable or assignable except upon written approval by the Parties' authorized representatives.

12. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

13. Public Records. It shall be the independent responsibility of each Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. A Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of the other Party.

14. Compliance with All Laws. The Parties agree to use the Data in compliance with all applicable federal, state and local laws, rules, and regulations, as well as all professional standards applicable to such research.

15. Non-Discrimination. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or UTRGV and/or County policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.

16. Liabilities. This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither UTRGV nor County waive, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.

17. No Warranties. Except as provided below or prohibited by law, any Data delivered by County to UTRGV under this Agreement is understood to be provided "AS IS". COUNTY MAKES NO REPRESENTATIONS AND

EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESSED 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. Notwithstanding, County certifies, to the best of its knowledge and belief, it has the right and authority to provide the Data to UTRGV for use in the Project.

18. Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between the Parties and shall constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the Parties and may not be waived, modified, amended or altered except by a writing signed the Parties' authorized representatives.

19. Additional Documents. The Parties agree that they will use reasonable, good faith efforts to execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

20. Assignment. This Agreement may not be assigned by either party without written consent of the other party.

21. Survival. The Parties obligations under Sections 2, 6, 8 and 10 shall survive the termination or expiration of this Agreement.

Executed effective as of the Effective Date by the following duly authorized representatives of the Parties:

COUNTY:

UTRGV:

By: Richard Cortez
Title: Hidalgo County Judge

By: Parwinder S. Grewal, Ph.D.
Title: Executive Vice President for Research, Graduate
Studies and New Programs Development

Date: _____

Date: 2/8/19

ATTACHMENT 1: DESCRIPTION OF THE DATA AND SPECIFIC TERMS

A. Description of the De-Identified Data about Human Subjects

- Data elements or variables – disease or infection rates for collected specimens or samples in Hidalgo County
 - Specific Variables include:
 - Program Area Code, Condition, Case Status, Disease Imported Code, Imported from Country, MMWR Year, Event Year, Onset Year, Diagnosis Year, Hospitalized, Hospital Admission Year, Hospital Discharge Year, Jurisdiction, City, Zip Code, County, State, Zip Code, County, State, Age Reported, Current Sex Code, Concentrated Race Description, Ethic Group, Deceased Indicator Code, Coded Result, Ordered Test, Result Comments, Resulted Test Name, Specimen Description, Test Result Code, Text Result.
- Human Subjects samples - The samples are de-identified, and the population is primarily county residents, although this could also include transient residents.
 - No Human Identified data will be released, and all data released from County to UTRGV shall have all human identifiable information removed.
- The number of subjects and/or experiments included will vary based upon the county's sample availability and number of cases.
- Name of the study that the data was obtained under (if applicable)
 - Not applicable, data is obtained from public health practice.
- Also, if there is a particular study that needs to be acknowledge/cited as the source of the data this information should also be included here (if applicable).
 - Data shall be cited as coming from *Hidalgo County Health and Human Services Department*. Format of this citation will be at the discretion of UTRGV.

B. Data Specific Special Terms

1. The Data will not include personally identifiable information as defined in NIST Special Publication 800-122. If the Data being provided is coded, County will not release, and UTRGV will not request, the key to the code.
2. County is a Covered Entity as defined by the Health Insurance Portability and Accountability Act of 1996 ("Act"), therefore Data will be de-identified in accordance with such Act. House Bill (HB) 300 and the Health Insurance Portability and Accountability Act law sets rules and limitations on who can view and receive an individual's personal information whether it is verbal, electronic, or written. HB 300 and HIPAA will be enforced at all times and both UTRGV and Hidalgo County will be subject to compliance at all times.
3. UTRGV will not use the Data, either alone or in concert with any other information, to make any effort to identify or contact individuals who are or may be the sources of Data without specific written approval from County and appropriate Institutional Board Review (IRB) approval, if required pursuant to 45 CFR 46. Should UTRGV inadvertently receive identifiable information or otherwise identify a subject, UTRGV shall promptly notify County and follow County's reasonable written instructions, which may include return or destruction of the identifiable information.
4. UTRGV shall promptly report to County any use or disclosure of the Data not provided for by this Agreement of which becomes aware.

ATTACHMENT 2: DESCRIPTION OF THE RESEARCH PROJECT

UTRGV will use the Data to track and analyze incidences of public health disease and/or infection and transmission in the Hidalgo County.

ATTACHMENT 3: SPECIAL REQUIREMENTS

Upon execution of this Agreement, County shall provide UTRGV any specific instructions necessary to complete the transfer of the Data to the contact person listed below and their designee:

Attention: Office of the President
Dr. John Krouse
Executive Vice President of Health Affairs
Dean of the School of Medicine
1201 W University Dr.
Student Services Building, 5.104
Edinburg, TX 78539

Designee:

Dr. John Thomas
John.thomas@utrgv.edu

1. Upon expiration or termination of the Agreement or completion of the Research Project as described in Attachment 2, whichever occurs first, UTRGV will destroy or return the Data to County, as per County's request and certify destruction of any portion of the Data not returned.
2. If data will be used for publication or manuscript submission, UTRGV shall provide notice and a draft copy to County for review, comment, and approval. The County contact person and designee are listed below:

Attention: Hidalgo County Health and Human Services
Eduardo Olivarez
Chief Administrative Officer
1304 South 25th Ave.
Edinburg, Texas 78542

Designee:

Dr. Steven Hinojosa
Steven.Hinojosa@hchd.org