

MEMORANDUM OF AGREEMENT

<u>Contracting Party:</u>	Hidalgo County
<u>Project Number:</u>	4085
<u>Project Name:</u>	COVID-19 CoAg Surge Staffing

1. PURPOSE:

The National Foundation for the Centers for Disease Control and Prevention, Inc. (hereafter CDC Foundation) and the The County of Hidalgo, Texas by and through the Hidalgo County Health and Human Services Department (hereafter County or Contracting Party) and hereby enter into this Memorandum of Agreement (hereafter MOA) for the purpose of supporting the COVID-19 CoAg Surge Staffing (the "Project").

2. SCOPE OF SERVICES:

2.1. Responsibilities of County. Under the terms of this MOA, County shall be responsible for:

- Providing a safe and secure space in Central Office (or other appropriate location) for CDC Foundation employee(s) assigned to the Project at County.
- Provide the CDC Foundation employees with safety training regarding use of County's Central Office.
- As may be required or necessary, provide the CDC Foundation employees with the following amenities: printer access, copy machine access, meeting room access, kitchen/breakroom access, clearance to enter the Central Office, and parking.
- Ensure the safety of CDC Foundation employees, including requiring and utilizing safe infection prevention control practices, such as proper personal protective equipment, as set forth by the CDC, and inform the CDC Foundation of CDC Foundation employees that fall ill.
- County is responsible for coordinating any configuration requirements and the costs incurred in the configuration required to make the CDC Foundation provided laptop operational for the CDC Foundation employee(s) hereunder.
- Notify the CDC Foundation if concerns arise regarding the CDC Foundation employees' ability to complete designated Project assignments.

2.2. Responsibilities of the CDC Foundation. Under the terms of this MOA, CDC Foundation shall be responsible for:

- The CDC Foundation will temporarily assign employee(s) to the work from the County Health Department. The CDC Foundation employees will comply with the policies and procedures of the CDC Foundation.
- The CDC Foundation employees will be provided a laptop, with Microsoft Office software, and/or phone if the job positions requires such for the completion of tasks.
- CDC Foundation employees will be provided human resources support and training materials for successful onboarding including but not limited to information regarding benefits, instructions for the completion of timesheets and requests for leave.

3. TERMS AND CONDITIONS

3.1. Effective Dates. This MOA shall be effective on the signature date of the latter of the Parties to sign this MOA and will terminate on **March 31, 2021.**

3.2. Termination.

- Either party may terminate this MOA by providing thirty (30) days written notice of termination to the other party.
- County may terminate this MOA for cause, default, or negligence on the CDC Foundation part at any time without thirty days advance written notice. County may, at its option, allow the CDC Foundation a reasonable time to cure the default before termination.

4. AMENDMENTS

The MOA may only be amended by written agreement of all parties, which must be executed in the same manner as the MOA.

5. REPORTING

County will provide the CDC Foundation with periodic progress reports and a final narrative report detailing the impact of having CDC Foundation employees on staff and how the CDC Foundation employees supported the COVID-19 response in the County. The final report will be due upon the completion of the project.

6. CONFIDENTIALITY

6.1. The CDC Foundation will comply with all confidentiality obligations under federal and state laws and County policies and requirements including but not limited to the Federal Educational Rights and Privacy Act, 20 U.S.C. §1232g, and the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), as applicable. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by County, or known or believed by the CDC Foundation or the CDC Foundation's employee or agent to be claimed as confidential or entitled to confidential treatment.

6.2. The CDC Foundation will not:

- access, view, use, or disclose confidential information without written authorization from County;
- discuss confidential information obtained in the course of its relationship with County with any other person or in any location outside of its area of responsibility in County; or
- make any unauthorized copy of confidential information, or remove or transfer this information to any unauthorized location or media.

6.3. The CDC Foundation will direct any request it receives for confidential information obtained through performance of services under this MOA, including a subpoena, litigation discovery request, court order, or Freedom of Information Act request, to the County Contracts Manager and County Office of General Counsel as soon as possible, and in every case within one business day of receipt. If the CDC Foundation discloses confidential information pursuant to a properly completed authorization or legal process, order or requirement, the CDC Foundation must document the disclosure and make the documentation and authorization available for County inspection and audit.

6.4. The CDC Foundation must immediately notify the County Compliance Officer at (956)292-7655, hipaa.privacy@co.hidalgo.tx.us and Chief Administrative Officer at (956) 383-8858 of any unauthorized use or disclosure of confidential information received under this MOA. The CDC Foundation will promptly notify County of any suspected or actual breach of security of an individual's personal identifying information under applicable law.

6.5. The CDC Foundation's obligations under this provision and any other agreements concerning confidentiality shall survive termination, cancellation, or expiration of the MOA.

7. RECORDKEEPING, AUDITS, & INSPECTIONS

The CDC Foundation shall create and maintain adequate records to document all matters covered by this MOA. CDC Foundation shall retain all such records for six (6) years or other longer period

required by law after termination, cancellation, or expiration of the MOA and make records available for inspection and audit at any time County deems necessary. If any litigation, claim or audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. CDC Foundation shall allow County to inspect facilities and locations where activities under this MOA are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of this MOA with no further obligation on the part of County.

CDC Foundation must dispose of records containing County Confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, or any other information required by law to be treated as confidential, designated as confidential by County.

8. LIABILITY, NO AGENCY RELATIONSHIP.

Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services pursuant to this MOA. Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this MOA.

9. NON-DISCRIMINATION.

No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the grounds of race, religion, color, sex, age, national origin, disability, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by County.

10. DRUG FREE WORKPLACE.

By signing this MOA, the CDC Foundation certifies that it will comply with all applicable provisions of The Drug-free Workplace Act of 1988, 48 CFR § 52.223-6 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707) .

11. CHOICE OF LAW.

The MOA, any dispute, claim, or controversy relating to the MOA and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of Texas, except its choice of law rules.

12. DISPUTES.

This MOA will be interpreted, applied and enforced pursuant to the laws of the State of Texas, including Texas' statutes of limitation and without regard to its conflict of law principles. Any action to enforce or interpret this Agreement, or arising therefrom, must be brought exclusively in the courts located in Texas and the parties hereby consent to the exclusive jurisdiction of these courts in any such litigation and waive any claim of forum non conveniens with respect thereto.

13. INSURANCE.

Each party will maintain general liability insurance and workers compensation insurance, and may be required to provide the other party with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its employees.

14. LICENSES

During the term of this MOA, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services herein. The CDC Foundation will immediately notify County if a board, association, or other licensing authority takes any action to revoke or suspend the license, certification, or accreditation of CDC Foundation or CDC Foundation's employees or agents providing or performing services under this MOA.

15. FINANCIAL RESPONSIBILITY.

Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOA.

16. COMPLIANCE WITH LAWS.

CDC Foundation shall comply with all applicable laws and regulations in the performance of this MOA.

17. SEVERABILITY.

The invalidity or unenforceability of any provision of this MOA shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement.

County of Hidalgo, Texas

Richard Cortez
Hidalgo County Judge

Date

CDC Foundation
National Foundation for the Centers for Disease
Control and Prevention, Inc.

Monique S. Patrick, COO

Date



CERTIFICATION OF NON-SUPPLANTING

I certify that federal funds will not be used to supplant State, local or other non-federal funds that would, in the absence of such federal aid, be made available for any such, staffing and COVID-19 response related assistance activities within our state, localities and/or territories.

SUBMITTED BY:

Signature: _____ Date: _____

Name: Richard F. Cortez Title: Hidalgo County Judge

Agency: Hidalgo County