

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON 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 HEALTH SCIENCE CENTER AT HOUSTON 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, THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON 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, THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON 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 Covid-19 disease and/or infection and the transmission of the disease in Hidalgo County including the fatalities (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: for evaluation of public health data to assess, in real-time, testing availability and uptake patterns, incidence of SARS-CoV-2 infections and COVID-19 manifestations, the growth dynamics of the pandemic, and COVID-19 vaccination coverage and vaccine hesitance across the regions (South Texas) and COVID-19 fatalities. 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 **THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON** will, insofar as the means of each allow will provide the following:

- a. County will provide access to the data set described in **Attachment 1** ("the Data") to **UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON** 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 **THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON** does not obtain any rights in the Data other than set forth herein.
- c. **THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON** will not use the Data except as authorized under this Agreement. The Data will be solely used to conduct the Project and solely by **THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON** scientists, faculty, employees, fellows, students, and agents ("THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON 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, **THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON** 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. **THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON** 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, **THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON** shall dispose of the Data as prescribed in **Attachment 3**, provided, however, that **THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON** 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. Certification. Each Party certifies 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 mail, 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: Richard Cortez, County Judge
 Hidalgo County
 100 East Cano St. 2nd Floor
 Edinburg, TX 78539
 Email: Richard.Cortez@co.hidalgo.tx.us

If to: THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON:
 The University of Texas Health Science Center Houston
 Sponsored Projects Administration
 7000 Fannin, UCT 1000
 Houston, TX 77030
 E-Mail: preaward@uth.tmc.edu

with copy to: BELINDA M. REININGER, Dr.PH
 The University of Texas School of Public Health Brownsville
 Regional Campus One West University Blvd., RAHC N1.100,
 Brownsville, TX 78520
 E-mail: Belinda.M.Reininger@uth.tmc.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. Governing Law. 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 THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON 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 THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON 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 THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON 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 THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON 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.

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

COUNTY:

**UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT HOUSTON:**

By: Richard Cortez
Title: Hidalgo County Judge
Date: _____



By: Valerie Bomben, Ph.D.
Title: Director, Sponsored Contracts
Date: 6/23/2022

Digitally signed by Valerie
Christine Bomben
Date: 2022.06.23 12:45:33
-05'00'

ATTACHMENT 1: DESCRIPTION OF THE DATA AND SPECIFIC TERMS

The Data are daily individual level data on all eligible county residents from the following data sources: 1) line list data compiled by the County (as available), and 2) DSHS NBS, and 3) ImmTrac2. DSHS NBS and ImmTrac2 are electronically compiled by the Texas DSHS and accessible to local public health governments.

1. County Line list data* on positive/suspected cases
 - 1) Case number
 - 2) Case definition (Confirmed or probable)
 - 3) Type of test (PCR, Antigen, antibody)
 - 4) Date of testing sample collection
 - 5) Date of case input (confirmed)
 - 6) Date of recovered (statistical or actual)
 - 7) Resident information
 - a. name (first, middle and last name)
 - b. Date of Birth
 - c. Date of death (if the resident is passed and flagged for COVID-19 related death)
 - d. Gender
 - e. Race
 - f. Ethnicity (Hispanic/non-Hispanic)
 - g. Address
 - h. City
 - i. Zip code
 - j. Contact information (phone number or email address)
 - 8) Case investigation of residents who are categorized suspected COVID-19 in Death Certificate
 - a. Date of Death
 - b. Death report date
 - c. Place of death
 - d. Co-morbid conditions

**The line list data or line listing is compiled by the County public health department and is a database that includes the case of disease (i.e., COVID-19 positive case) and the characteristic of the individuals in each row.*

2. COVID-19 testing data (data source – NBS/NEDSS**)

	Description	NEDSS (NBS) variable name
1	Event date (Sample collection date)	EVENT_DT
2	Jurisdiction	JURISDICTION
3	Results added to the system	LAB_ADDED_DT
4	Results added to Public Health department	LAB_RPT_RECEIVED_BY_PH_DT
5	Test CD	ORDERED_TEST_CD
6	Test LOINC	ORDERED_TEST_CODE_SYSTEM
7	Test description	ORDERED_TEST_DESC
8	Ordering facility information	ORDERING_FACILITY_ADDRESS_ONE

9		ORDERING_FACILITY_ADDRESS_TWO
10		ORDERING_FACILITY_CITY
11		ORDERING_FACILITY_COUNTY
12		ORDERING_FACILITY_STATE
13		ORDERING_FACILITY_ZIP_CD
14	Ordering facility name	ORDERING_FACILITY_NAME
15	Ordering provider information	ORDERING_PROVIDER_ADDRESS_ONE
16		ORDERING_PROVIDER_ADDRESS_TWO
17		ORDERING_PROVIDER_CITY
18		ORDERING_PROVIDER_COUNTY_DESC
19		ORDERING_PROVIDER_STATE
20		ORDERING_PROVIDER_ZIP_CD
21	Ordering provider name	ORDERING_PROVIDER_FIRST_NAME
22		ORDERING_PROVIDER_LAST_NAME
23	Order status	ORDER_RESULT_STATUS
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24	Patient ID based on address	PAT_LOCAL_ID
25	Patient address	PAT_ADDRESS_CITY
26		PAT_ADDRESS_COUNTY
27		PAT_ADDRESS_STREET_ONE
28		PAT_ADDRESS_STREET_TWO
29	Patient demographics	PAT_CURRENT_SEX_CD
30		PAT_DOB
31		PAT_ETHNICITY
32		PAT_NAME_FIRST
33		PAT_NAME_LAST
34		PAT_NAME_MIDDLE
35		PAT_PHONE_NUMBER
36		PAT_RACE_CALC
37		PAT_STATE
38		PAT_ZIP_CODE
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39	Testing laboratory CLIA #	REPORTING_FACILITY_CLIA
40		REPORTING_FACILITY_COUNTY
41		REPORTING_FACILITY_NAME
42		REPORTING_FACILITY_STATE
43		REPORTING_FACILITY_ZIP_CD
<hr/>		
44	Test CD	RESULTED_TEST_CD
45	Test LOINC	RESULTED_TEST_CODE_SYSTEM
46	Test results (including "Not detected")	RESULT
47	Test result category	RESULT_CATEGORY
48	Test result - code	RESULT_CD
49		RESULT_CD_SYS
50	Test result - description	RESULT_DESC
51	Test type for result	Result Test Type
52	Test results extra comments	RESULT_COMMENTS

53	Specimen collection type	SPECIMEN_CD
54	Specimen collection date	SPECIMEN_COLL_DT
55	Specimen description	SPECIMEN_DESC
56	Specimen description ID	SPECIMEN_ID
57	Specimen information	SPECIMEN_TYPE_FREE_TEXT
58	Test result status - confirm	TEST_RESULT_STATUS

3. COVID-19 Vaccination data (data source - ImmTrac2**)

	Description	ImmTrac 2 Variable name
1	Immunization ID	IMMUNIZATION_ID
2	Patient ID	CLIENT_ID
3	Patient information	CHART_NUMBER
4	Name	FIRST_NAME
5		MIDDLE_NAME
6		LAST_NAME
7	Date of birth	BIRTH_DATE
8	Sex/gender	SEX_CODE
9	Race	RACE_AIAN
10		RACE_ASIAN
11		RACE_NHPI
12		RACE_BL
13		RACE_WH
14		RACE_OTHER
15	Ethnicity	ETHNICITY
16	Patient Address for geocoding	STREET_ADDRESS_LINE
17		OTHER_ADDRESS_LINE
18		CITY_NAME
19		STATE_CODE
20		ZIP_CODE
21		COUNTY_CODE
22		COUNTY
23		COUNTY_NAME
24	Vaccination date	VACCINATION_DATE
25	Vaccination record entered	DATE_ENTERED
26	Vaccine trade name	TRADE_NAME
27	Vaccine lot number	LOT_NUMBER
28	Vaccine dose (1,2, 3)	DOSENUM
29	Complete (y)	VAX_SERIES_COMPLETE
30	Vaccination site name	RESPONSIBLE_ORG
31	Vaccination admin name	ADMIN_NAME
32	Vaccination provider code #	VTRCKS_PROV_PIN
33	Vaccination site code	ADMIN_ORG_CODE

34	Vaccinate site type	ORGANIZATION_TYPE
35	Site information	ADMIN_ADDRESS_STREET
36		ADMIN_ADDRESS_STREET_2
37		ADMIN_ADDRESS_CITY
38		ADMIN_ADDRESS_STATE
39		ADMIN_ADDRESS_ZIP
40		ADMIN_ADDRESS_COUNTY
41	Public Health Region	PHR
42	Jurisdiction (county)	JURISDICT

***The COVID-19 testing results (Texas DSHS NBS) and vaccination records (ImmTrac2) are electronically compiled by the DSHS:*

- *The National Electronic Disease Surveillance System (NEDSS) Base System (NBS) is a CDC developed information system, and the State of Texas use the system to manage and report communicable disease surveillance data including COVID-19 to CDC (<https://www.dshs.texas.gov/nedss/NEDSS-Division-for-Prevention-and-Preparedness.aspx>). Any laboratory or facility that is conducting COVID-19 testing is required to register with Texas DSHS and to electronically report all test results (i.e., positive, negative and indeterminate) to NEDSS.*
- *The ImmTrac2 is the Texas Immunization Registry that consolidates and stores vaccine records including COVID-19 Vaccination on Texas residents from various sources that include health care providers and public health clinics.*

ATTACHMENT 2: DESCRIPTION OF THE RESEARCH PROJECT

The Data will be used for evaluation of public health data to assess, in real-time, testing availability and uptake patterns, incidence of SARS-CoV-2 infections and COVID-19 manifestations, the growth dynamics of the pandemic, and COVID-19 vaccination coverage and vaccine hesitance across the regions (South Texas). Data Provider participates with the Data recipient's investigator team to fulfill the primary aims of the Projects including: 1) identifying disparities and dynamics of SARS-CoV-2 testing, infections and vaccination rates in the South Texas region; 2) identifying personal, organizational, community, and structural factors contributing to the SARS CoV2-testing disparity; 3) increasing the vaccination rate in underserved communities by increasing vaccine-confidence and access to vaccination; 4) implementing and evaluating multilevel intervention and service programs that increases access to testing and vaccination services for underserved communities; and 5) conducting rapid cycle evaluation, and vaccination tracking to identify areas for improving education/outreach and vaccine deliver efforts.

Metrics that we will be looking at to estimate trends and disparities include: Testing uptake, Test disparity index, SARS-CoV-2 test positivity rate, Case growth, Growth rate, Growth acceleration and local vaccination rate and gaps. All metrics will be assessed for the population using real-time geospatial analysis, as well as by age-group and race-ethnicity. The parties will need to link data sets to allow the identification of these factors to lead to the areas that most need intervention. The anticipated results are that the data will help identify regions of disparity and underserved communities in South Texas, which will allow these regions to be areas of targeted intervention and services to increase testing and vaccination in these areas.

The data that Data Provider is sending to Data Recipient are being used to create 1) the periodical County specific COVID-19 reports to the Data Provider, which will provide insight into the temporal trends, spatial trends, and disparities found by age, gender, and ethnicity and location; 2) Progress Reports to National Institutes of Health (NIH) and/or Health Resources and Services Administration (HRSA); and 3) the University of Texas School of Public Health COVID-19 dashboard (<https://sph.uth.edu/dept/bads/covid19-dashboard>). The County specific dashboard is deployed via public-facing dashboard based on only aggregated data, devoid of any PHI. The Data Recipient's analytical team will discuss results with the appropriate personnel at Hidalgo County and will work within the County to disseminate the results.

ATTACHMENT 3: SPECIAL REQUIREMENTS

Upon execution of this Agreement, County shall provide THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON any specific instructions necessary to complete the transfer of the Data to the contact person listed below and their designee:

Attention:

Sponsored Projects Administration

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON:

The University of Texas Health Science Center Houston

Sponsored Projects Administration

7000 Fannin, UCT 1000

Houston, TX 77030

Designee:

BELINDA M.REININGER, DrPH

The University of Texas School of Public Health Brownsville

Regional Campus One West University Blvd., RAHC N1.100,

Brownsville, TX 78520

1. Upon expiration or termination of the Agreement or completion of the Research Project as described in Attachment 2, whichever occurs first, THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON 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, THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON 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:

Dairen Sarmiento:

Hidalgo County Health and Human Services Department

1304 S. 25th Ave.

Edinburg, TX 78539