



Paige McInnis
Harris County Purchasing Agent

June 30, 2025

Commissioners Court
Harris County, Texas

RE: Interlocal Agreement(s)

Members of Commissioners Court:

Please approve the attached Order(s) authorizing the County Judge to execute the attached Agreement(s) for the following:

Description: Annual Chronic Disease, Healthcare Utilization, Dental Standards and Immunization Reporting Services for Harris County Public Health Services
Agency: The University of Texas Health Science Center at Houston
Term: 07/10/2025 - 07/09/2026 with four (4) one-year renewal options
Amount: \$205,494
Reviewed By: • Harris County Purchasing • Public Health Services

Sincerely,

Paige McInnis
Purchasing Agent

SE
Attachment(s)
cc: Agency

FOR INCLUSION ON COMMISSIONERS COURT AGENDA JULY 10, 2025



**INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND
THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ch. 791.001, et seq., by and between Harris County ("County"), a body corporate and politic under the laws of the State of Texas acting by and through its Public Health Services ("Department"), and THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON ("Contractor"), a member institution of The University of Texas System ("System") governed by the Board of Regents of System ("Board"). The County and Contractor are referred to herein collectively as the "Parties" and individually as a "Party."

1) GENERAL SCOPE OF SERVICES

- A) Contractor agrees to report the prevalence of specific chronic illnesses identified by the Department's Office of Epidemiology Surveillance and Emerging Disease, as detailed herein and in the "Scope of Work – Harris County Annual Chronic Disease, Healthcare Utilization, Dental Standards and Immunization Report" (the "Services"), attached hereto as Exhibit A and incorporated herein by reference.
- B) Contractor certifies and represents it will deliver the Services in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services.
- C) Unless otherwise stated in this Agreement, words which have well-known technical or industry meanings are used in accordance with such recognized meaning.
- D) Contractor certifies and represents that it is registered with the Texas Secretary of State to transact business in Texas and is current on all state and local fees and taxes, including but not limited to Franchise Account Status with the Texas Comptroller of Public Accounts of in good standing.
- E) Contractor certifies and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.
- F) Contractor certifies and represents that it is not in breach of any other contract, obligation or covenant that would affect Contractor's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.

- G) Contractor shall verify that each Subcontractor it retains to perform Services pursuant to this Agreement are in compliance with Sections D and E and F above.

2) **INDEPENDENT PARTIES**

- A) The Services performed by Contractor under this Agreement are performed by Contractor as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Contractor shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Contractor has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and Contractor.
- B) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT CONTRACTOR IS NOT AN INDEPENDENT CONTRACTOR, CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY COUNTY AS A RESULT OF THIS DETERMINATION.**
- C) Contractor certifies that it will comply with all federal and state laws including but not limited to the Prompt Pay Act, in the payment of its workers.
- D) Contractor is solely responsible for the payment of wages and any applicable benefits to workers for Services performed for the County. Contractor shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas.

THE COUNTY'S PAYMENT IS TO THE CONTRACTOR. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO CONTRACTOR'S WORKERS OR SUBCONTRACTORS. CONTRACTOR SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.

- E) Contractor's workers are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan or any other benefit plan. Contractor and the workers furnished by Contractor shall not be entitled to any fringe benefits or similar benefits afforded to employees of the County. The County is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Article shall survive the expiration or termination of this Agreement.
- F) The County is not responsible to Contractor or Contractor's workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the *Texas Labor Code Ann.*, as amended.
- G) Contractor shall not have the authority to enter into contracts or agreements on behalf of the County.

3) TERM

The term shall be for a period beginning upon execution by the Parties and remain in full force and effect for twelve (12) consecutive months. At the County's option, this Agreement may be renewed on the same terms and conditions for four (4) additional one (1) year periods (each a "Renewal Term").

4) CONTRACTOR'S COMPENSATION

- A) Subject to the Limitation of Appropriation, the County agrees to pay Contractor according the rates found in Exhibit A. This compensation incorporates all charges such as labor, equipment, material, delivery and any other costs incurred.
- B) Contractor shall not perform any Services until it receives a Purchase Order from the County. Any Services performed prior to the receipt of a Purchase Order shall be at the Contractor's sole expense.
- C) The Contractor understands and agrees that, in accordance with the Texas Constitution, the County is prohibited from paying Contractor in advance for any of the Services or deliverables.

5) TERMS OF PAYMENT

- A) Contractor shall submit to the Harris County Auditor an invoice for services rendered each month by email to: vendorinvoices@aud.hctx.net and by mail to: Harris County Auditor, 1001 Preston 8th floor, Houston, Texas 77002. Each invoice shall be in a form acceptable to the County Auditor and shall include such detail of the services as may be requested by the County Auditor for verification purposes.
- B) The invoices shall, at a minimum, include a description of the services, the day(s) and the time(s) that Contractor performed the services, the department for which the Contractor provided services, and the total amount billed for the services. After receipt of an invoice, County Auditor shall forward the invoice to the Department for review and approval with such modifications as may be deemed appropriate, and after review, the department will return the invoice, with any modifications, to the County Auditor for payment. The County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas, including but not limited to, the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. The County may exercise any and all rights to set off payment in the event of overpayment by the County and or funds owed to the County under this Agreement.

6) LIMITATION OF APPROPRIATION

- A) Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Agreement, and the total maximum sum that the County shall become liable to pay to Contractor under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Two Hundred Five Thousand Four Hundred Ninety-Three and 74/100 Dollars (\$205,493.74). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum.
- B) Contractor understands and agrees that the laws governing the letting of contracts for the County require the approval of the Harris County Auditor and his certification that funds are, or will be, available for the payment of the obligations created under the Agreement before such contracts become effective. Therefore, Contractor shall not proceed with any Services until such time that it receives a Purchase Order issued by the Harris County Purchasing Agent. Any Services performed by Contractor prior to its receipt of a Purchase Order are at Contractor's own expense.

- C) Contractor does understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to hereunder, and the total maximum sum that the Contractor shall become liable to pay to Contractor hereunder, shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified by the Purchase Order. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum. When all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this Agreement. If the Services and charges to be provided for will equal or exceed the amount certified available, Contractor shall notify the County immediately.
- D) With regard to the renewal or extension of this Agreement, the County has not allocated any funds for any renewal or extension period beyond the current fiscal year. Therefore, if the County exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the renewal period.

7) TEXAS PUBLIC INFORMATION ACT

- A) The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended (the "Act"). Contractor expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of Contractor.
- B) It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to Contractor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General.
- C) In the event the County receives a written request for information pursuant to the Act that affects Contractor's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Contractor under this Agreement, then the County will promptly notify Contractor of such request. Contractor may, at its own option and expense, prepare comments and submit information directly to the

Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Contractor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Contractor is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

- D) Electronic Mail Addresses. Contractor affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Contractor and agents acting on behalf of Contractor and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

8) **TERMINATION**

- A) Either Party may terminate this Agreement at any time by providing thirty (30) days' notice in writing to the other Party.
- B) Upon receipt of termination notice, Contractor shall discontinue all Services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- C) Within thirty (30) days after receipt of notice of termination, Contractor agrees to submit an invoice showing in detail the Services performed under this Agreement up to and including the date of termination.
- D) The County agrees to pay Contractor that proportion of the prescribed charges for the Services actually performed and deliverables actually received under this Agreement bear to the total Services or deliverables called for under this Agreement, less such payments on account of charges as have previously been made.
- E) *Force Majeure*. In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected Party (referred to as a "*Force Majeure* Event"), the Party who has been so affected immediately agrees to give notice to the other Party and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten

(10) calendar days from the receipt of notice of the *Force Majeure* Event, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.

- F) Copies of any and all completed or partially completed data, information, reports, programs, inventions, software (including source code), firmware, designs, preliminary layouts, record drawings, digital files, photographs, sketches, and all other electronic or hardcopy documents or documentation (the “Agreement Documents”) developed, created or invented under this Agreement shall be delivered to the County when this Agreement is terminated or completed.
- G) Agreement Transition. In the event the Agreement ends by either expiration or termination, Contractor shall assist in the transition until such time that a new contractor can be completely operational. Contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the County to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the Agreement, or any extension thereof. During any transition period, all other terms and conditions of the Agreement shall remain in full force and effect as originally written.

9) INDEMNIFICATION

TO THE EXTENT PROVIDED BY CHAPTERS 101 AND 104 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE, AND OTHER PROVISIONS OF THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, EACH PARTY SHALL HOLD HARMLESS THE OTHER PARTY, THEIR OFFICERS, AGENTS, AND EMPLOYEES AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, AND COSTS INCURRED BY THE INDEMNIFIED PARTY DIRECTLY OR INDIRECTLY RESULTING FROM ANY NEGLIGENT ACT OR OMISSION OF THE INDEMNIFYING PARTY IN THE PERFORMANCE OF THIS AGREEMENT.

10) NOTICE

- A) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or Contractor at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Contractor: THE UNIVERSITY OF TEXAS HEALTH SCIENCE
CENTER AT HOUSTON
7000 Fannin Street, UCT 1006
Houston, TX 77030
Attn.: Sponsored Projects Administration
Email: preaward@uth.tmc.edu

To the County: Public Health Services
1111 Fannin, 15th floor
Houston, Texas 77002
Attn.: Molly Brown

Copy To: Harris County Purchasing Agent
1111 Fannin St, 12th Floor
Houston, Texas 77002
Attn: Scott Elliott

- B) Either Party may designate a different address by giving the other Party ten (10) days written notice.

11) COMPLIANCE AND STANDARDS

- A) Contractor represents and certifies that it is capable and willing to provide the Services called for in the Agreement and agrees to render the Services in accordance with the generally accepted standards applicable to the Services. Contractor shall use that degree of care and skill commensurate with the profession to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services and Contractor's performance to be rendered hereunder. Contractor represents that Contractor and its personnel are fully qualified to perform the Services and provide the deliverables described in this Agreement.
- B) Contractor agrees to keep confidential the contents of all its discussions with County officials. Contractor agrees to keep confidential the contents of all County records and all other information obtained during Contractor's performance of Services under this Agreement. Contractor shall not release any confidential information unless the County, in writing, authorizes Contractor to release specific information to any third parties.

- C) Contractor shall not access any information it is not authorized to receive, nor shall Contractor copy, recreate, or use any proprietary information or Documents obtained in connection with this Agreement other than for the performance of this Agreement.
- D) Contractor shall not divulge or otherwise make use of the trade secrets or confidential information, procedures, or policies of any former employer, client, or customer in the performance of this Agreement. Neither shall Contractor copy, recreate, or use any proprietary information of any third party in the performance of Services under this Agreement except to the extent authorized by such third parties.
- E) Contractor certifies and represents that it is not in breach of any other contract, obligation or covenant that would affect Contractor's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- F) Contractor certifies and represents that it is registered with the Texas Secretary of State to transact business in Texas and is current on all state and local fees and taxes, including but not limited to Franchise Account Status of "in good standing" with the Texas Comptroller of Public Accounts.
- G) Contractor certifies and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.
- H) Conflict of Interest: Contractor certifies and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, Contractor certifies that no company or person, other than a bona fide employee, has been employed to solicit or secure this Agreement with the County, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.
- I) Lobbying: Contractor shall not use County funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the Agreement term funding to Contractor exceeds \$100,000.00, Contractor shall file with the County the Federal Standard

Form LLL titled “Disclosure Form to Report Lobbying.”

J) NO FEDERAL EXCLUSION

- i) Contractor certifies that neither Contractor nor any of its employees is an “Ineligible Person.” An “Ineligible Person” is an individual or entity who:
 - a) is currently excluded, debarred, suspended, or otherwise ineligible to participate in any federal and/or state grant, health care program, or in federal and/or state procurement or nonprocurement programs. This includes but is not limited to persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List; or,
 - b) has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a-7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.
- ii) Contractor agrees to report immediately to the County if Contractor becomes an “Ineligible Person” during the term of this Agreement, or to cease assigning any employee to provide Services if the employee becomes an “Ineligible Person” during the term of this Agreement.
- iii) Contractor certifies and represents that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) – List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Contractor must immediately notify the County of any such exclusion or suspension. Contractor certifies and represents that it is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with the County. Contractor certifies and represents that no person who has an ownership or controlling interest in Contractor’s business or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any federal program.

- K) County and its designee shall have the right to conduct examinations, studies and audits of the services, payments, and efficiencies provided under this Agreement and County may make such examinations, studies, and audits at any time whether before or after payment. Contractor shall cooperate with such examinations, studies, and audits and provide County with such books, contracts, spreadsheets, and correspondence, including all of Contractor's backup and support data for billings, and Contractor shall provide access to such records, data, documents and personnel as are requested by County or the County Auditor (the "Audit Documents"). All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit. This section shall survive termination of this Agreement.
- L) Whistleblower Protection Act: Contractor understands and agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. Contractor shall insert the substance of this clause; paragraph M ("Whistleblower Protection Act"), in all subcontracts providing services under this Agreement.
- M) (If applicable) Prior to execution of the Agreement, Contractor shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties," Contractor certifies and represents that all the information on the form is complete and accurate.
- N) Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Contractor certifies and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Contractor does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- O) Anti-Boycott. Contractor certifies and represents, in accordance with Tex. Gov't Code Ann. § 2271.002, that unless Contractor meets an exemption under subsection (a), then, as required by subsection (b), Contractor's signature on this Agreement constitutes Contractor's written verification that it does not boycott Israel and will not boycott Israel during the term of the contract.
- P) Fraud Waste or Abuse Hotline. Contractor shall immediately report to the County through the County's Fraud Waste, or Abuse Hotline and also notify the County in

accordance with all the Notice provisions contained in this Agreement all suspected or known instances and facts concerning fraud, waste, abuse, or criminal activity under this Agreement. The County's Fraud, Waste, or Abuse Hotline can be accessed by phone at 866-556-8181 or online at <https://secure.ethicspoint.com/domain/media/en/gui/68174/index.html>.

- Q) (If applicable under Texas law.) Energy Company. Contractor certifies and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Contractor meets an exemption under subsection ©, then, as required by subsection (b), Contractor's signature on this Agreement constitutes Contractor's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.
- R) (If applicable under Texas law.) Firearm and Ammunition Industries. Contractor certifies and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Contractor meets an exemption under subsection © and section 2274.003, then, as required by subsection (b), Contractor's signature on this Agreement constitutes Contractor's written verification that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

12) PUBLIC CONTACT

Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County. Under no circumstances shall Contractor release any material or information developed in the performance of its Services without the express written permission of the County. Notwithstanding the foregoing, Contractor, as an academic institution, reserves the right to publish results in academic journals, with due regard to the protection of County's confidential information. Contractor will submit the manuscript of any proposed publication to County at least thirty (30) days before publication, and County shall have the right to review and comment upon the publication to protect County's confidential information. Upon County's request, publication will be delayed up to sixty (60) additional days to enable County to secure adequate intellectual property protection of County's property that would be affected by said publication.

13) APPLICABLE LAW AND VENUE

- A) The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds or of applicable conditions of participation in Medicaid or Medicare program(s).
- B) This Agreement is governed by the laws of the State of Texas.

- C) The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.
- D) The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

14) TAXES AND CHARGES

- A) The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Contractor upon request.
- B) The County is neither liable for any personal property taxes, charges, or fees assessed against Contractor nor obligated to reimburse Contractor for any taxes, charges, or fees assessed against Contractor for the supplies provided or any Services rendered.

15) PROHIBITION ON LIENS

In accordance with Texas Property Code §43.002, Contractor, or its contractors or agents, will not create or place, or permit to be created or placed, a lien or any other encumbrance on County property. If any such lien or encumbrance is placed on County property, Contractor shall pursue any lawful effort, including but limited to seeking relief in a court of competent jurisdiction, to remove the lien or encumbrance from the property.

16) NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

- A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
- B) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

- C) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- D) The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

17) OWNERSHIP OF DOCUMENTS; COPYRIGHT (IF APPLICABLE)

- A) Title to any intellectual property rights to the Agreement Documents, whether or not patentable, conceived and reduced to practice in the performance of the Services by Contractor shall remain with the Board on behalf of Contractor.
- B) Board on behalf of Contractor hereby grants to County the right to use any non-patentable results of the Services for non-commercial internal research use only.
- C) County understands that Board on behalf of Contractor has filed or may have filed patent application(s) or other intellectual property protections based on elements included in the Services. This Agreement does not convey to County any rights under such patent application(s) or other intellectual property, including but not limited to any intellectual property rights. If, after conclusion of the Services, County is interested in a license to such patent application(s) and/or other intellectual property rights, the Parties may discuss and pursue such a license agreement under separate written agreement.
- D) Notwithstanding anything in this section 12, or any other provision of this Agreement, inventorship and ownership of patentable developments or discoveries invented while performing the Services under this Agreement will be determined in accordance with applicable U.S. Patent Law and Contractor policy.

18) AUDIT RIGHTS

- A) Audit Rights. The Contractor shall cooperate to the fullest extent with any and all federal, state, local, or County audits related to this Agreement. The Contractor's cooperation shall include, but not be limited to access to the Audit Documents, in whatever form, that are applicable to this Agreement and requested by any federal, state, local, or County entity that has rights or jurisdiction over any part of this Agreement or the funds applicable to this Agreement.
- B) Record Retention. The Contractor agrees to retain within the boundaries of Harris County, for six (6) years after the expiration of this Agreement, all Audit

Documents. The Contractor will retain and make available, and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the Audit Documents.

19) WAIVER OF BREACH

Waiver by either Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.

20) SEVERABILITY

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

21) SURVIVAL OF TERMS

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

22) CONTRACT CONSTRUCTION

- A) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- B) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- C) When terms are used in the singular or plural, the meaning shall apply to both.
- D) When either the male or female gender is used, the meaning shall apply to both.

23) SUCCESSORS AND ASSIGNS

- A) The County and Contractor bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement.
- B) Contractor shall not assign, sublet, or transfer its or his interest in this Agreement without written consent of the County.

24) NO THIRD-PARTY BENEFICIARIES

- A) The County is not obligated or liable to any party other than Contractor for the performance of this Agreement.
- B) Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party.
- C) Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

25) EFFECTIVE DATE

The Effective Date of this Agreement will be the date the Agreement is approved by the Commissioners Court of Harris County.

26) ENTIRE AGREEMENT; MODIFICATIONS

- A) This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.
- B) Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

27) EXECUTION, MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party certifies that the undersigned is a duly authorized representative with the power to execute this Agreement.

[execution page follows]

THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT HOUSTON

Signed by:
By: Valerie Bomben
Name: Valerie Bomben, Ph.D.
Title: Director, Sponsored Contracts
Date: 6/6/2025

HARRIS COUNTY

By: _____
Lina Hidalgo
Harris County Judge

APPROVED AS TO FORM:

Christian D. Menefee
Harris County Attorney

By: Robert de los Reyes
Robert de los Reyes
Senior Assistant County Attorney
C.A. File 25GEN0928

EXHIBIT A

“Scope of Work – Harris County Annual Chronic Disease, Healthcare Utilization, Dental Standards and Immunization Report”

(follows behind)

UTHealth Houston Project Lead: Trudy Millard Krause, DrPH, Professor, UTHealth

Harris County Project Lead: Rachel Roy, PhD, MPH

Date: 3/7/2025

Subject: Scope of Work- Harris County Annual Chronic Disease, Healthcare Utilization, Dental Standards and Immunization Report

Project Overview

Building upon our previous work, the proposed analysis will provide insight into Harris County residents' health outcomes across different demographics and geographic areas, top prevalent chronic illnesses impacting adults and children in Harris County, and healthcare utilization, including oral health and immunization rates.

Aims

The project aims to provide an initial understanding of the key factors contributing to Harris County residents' health outcomes that can be used to plan intervention programs for the Harris County population.

Deliverables:

For this project, the CHCD will analyze the Texas All-Payor Claims Database (TX-APCD) to identify:

- Chronic disease diagnoses
- Treatment procedures
- Utilization
- Dental standards of care
- Immunization

CHCD will perform data analyses and create aggregated data tables. In addition, CHCD will produce a companion report describing key takeaways from the aggregated data tables.

Aggregated Data Tables

1. Yearly County-level data with counts stratified by:

- Demographics: race, age, gender
- By year: 2019, 2020, 2021, 2022 and 2023
- By Payor: Commercial, Medicaid, and Medicare
- Report conditions as a group, tables 1
- Report individual conditions listed in tables 2-3

2. Yearly Zip code-level data with counts stratified by:

- By year: 2019, 2020, 2021, 2022 and 2023
- By Payor: Commercial, Medicaid, and Medicare
- Conditions as listed in tables 1-3
- Report conditions as a group, tables 1
- Report individual conditions listed in tables 2-3

3. 5-year Zip-code-level data with counts stratified by

- Demographics: race, age, gender
 - 5-year time period 2019-2023
 - By Payor: Commercial, Medicaid, and Medicare
 - Report conditions as a group, tables 1
 - Report individual conditions listed in tables 2-3
4. **Immunization reporting (immunization issued at any stage in the reporting year)**
- Report immunizations as rate of persons of eligible age (no checking on prior history of immunization or stage of immunization)
 - By year: 2019, 2020, 2021, 2022, and 2023

Assumptions include:

- Chronic disease diagnoses, treatment procedures, utilization of dental standards of care, and immunization see appendix A: Conditions for a list of all conditions and immunizations of interest
- There are 246 5-digit zip codes in Harris County
- Age bands are as follows:
 - 0-17 (child)
 - 18-64 (adult)
 - 65+ (elderly)
- Chronic conditions will be identified by the presence of an ICD-10 diagnosis code in claims in the reporting year
- Pregnancy conditions are not “chronic” and may occur more than once to a female in a year and, therefore, will be reported as a rate of pregnancies per female of child-bearing age
- Persons who have more than one zip code in a year will be assigned to the zip code for the greatest number of months
- Persons who change payor type in a year will be assigned to the payer type to which they are enrolled in the last month of the year
- Individuals will be assigned an age for each year based on the age of the person in the last month of the year
- Immunization reporting will focus on receipt of the vaccine rather than vaccine initiation or completion rates
- Race will be reported if available; ethnicity will not be defined
- Continuous enrollment will not be accounted for, and the numerators and denominators of all rates will be unique persons/pregnancies
- Medicare Advantage will be considered a commercial payer and not reported separately
- Variables may result in cell suppression if the count is less than 10
- CHCD will also provide the methods if requested and permitted by license terms.
- **** Conditions will require additional data sources
- *****Conditions that are procedures or utilization measures that may require a new data source.

Project Timeline:

The proposed work will begin upon finalization of the contract and the work is expected to be completed over 4 months, estimated as May 2025-August 31, 2025. The CHCD team will meet regularly with the Harris County Public Health team throughout the project to discuss methodology and preliminary results to assure fidelity to the project aims.

- Tentative Timeline
 - Month 1: Faculty and Data Scientist identify logic
 - Month 2: Programmers write code
 - Month 3: Review preliminary findings and adjust as needed
 - Month 4: Finalize results and provide them to HCPH

Budget

Project Budget	Fee
Aggregated Data Tables	
• Yearly County Level Data	\$ 40,379.59
• Yearly Zip Code Level Data	\$ 52,721.79
• 5 Year Zip Code Report	\$ 56,671.92
Add On(s): additional variables not part of the original chronic disease list)	
• 18 new conditions, new coding of some (i.e.SMI)	\$ 13,554.81
• 2 Procedures: maternal transfusion, hysterectomy	\$ 4,066.44
• Utilization, pregnancy ICU admissions	\$ 1,762.13
• Dental standards of care	\$12,877.07
• Immunizations	\$ 23,460.00
TOTAL	\$ 205,493.74

Budget Note: Due to uncertainty over the timing of the receipt of 2023 Medicaid and 2023 Medicare FFS to the TX-APCD, a penalty fee will be applied to the total amount of \$205,493 if delivery of the 2023 Medicaid and/or Medicare FFS results is past September 2025. A penalty fee of \$5,000 for each dataset will be applied.	Medicaid 2023: \$5,000
	Medicare FFS 2023: \$5,000

Appendix A: Chronic disease diagnoses, treatment procedures, utilization of dental standards of care, and immunization list

Conditions Table 1: Conditions will be reported as a group

Condition Group	Encompassing existing subgroups
Diabetes	Insulin-dependent, non-insulin-dependent
Cancer	Malignant neoplasms of the lip, oral cavity, and pharynx; Malignant neoplasm of the breast; Malignant neoplasm of Cervix uteri; Malignant neoplasms of male genital organs; Malignant neoplasm of the prostate; Malignant neoplasm of the Colon, Malignant neoplasms of lymphoid hematopoietic and related tissue, Lung Cancer
Heart disease	Chronic rheumatic heart diseases, ischemic heart diseases, pulmonary heart disease, other forms of heart disease
Dementia	Break-out for Alzheimer's, but no need to separately report vascular, unspecified, etc.
Severe Mental Health	Major depressive, bipolar, Anxiety disorders (all), Psychotic disorders

Conditions Table 2: Pregnancy Conditions: Conditions will be reported as individuals

Conditions that are events (e.g., pregnancies, admissions, ICU, miscarriage, abortion) will be reported separately.

Preferred individual condition	Group into a "Condition group" to reduce suppression.
Pregnancy count	
Gestational hypertension	
Preeclampsia	
Gestational diabetes	
Postpartum depression	
Complete or unspecified spontaneous abortion without complication	Miscarriage with or without complication
****Miscarriage with complication	
****Puerperal Sepsis, Sepsis following an obstetrical procedure	Measures of Severe Maternal Morbidity
*****Maternal Transfusion	
****Third or Fourth-Degree Perineal Laceration	
****Ruptured Uterus	
*****Unplanned Hysterectomy	
*****Admission to the Intensive Care Unit	

Perinatal mood and anxiety disorders	
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Conditions Table 3: Conditions will be reported as individuals

Preferred individual condition	Condition group if needed
Acute rheumatic fever	
Cerebrovascular diseases	
Hypertensive diseases	Circulatory diseases
Diseases of arteries, arterioles, and capillaries	
Other and unspecified disorders of the circulatory system	
Diseases of veins, lymphatic vessels, and lymph nodes not elsewhere classified	
Chronic Kidney Disease	
Prediabetes (latent diabetes), abnormal glucose NOS)	
Obesity; <i>unreliable data</i>	
Allergies	
Chronic Lower Respiratory Disease	
Asthma	
2+ Chronic Diseases	
Hyper and hypothyroidism	
Malnutrition	
<i>Dental Utilization Rate (defined as at least 1 dental visit per year)</i>	***Oral health will require the use of dental claims
<i>Oral extractions</i>	
<i>Preventative Visits CDT codes: D1000-D1999</i>	
<i>Incidence of caries</i>	
Physical disability (including hemi/para-plegia)	Physical or sensory disorder/disability
Neurodegenerative diseases/chronic diseases of the central nervous system	
Sensory disability (including vision/hearing loss)	
Arthritis and rheumatic diseases	
High cholesterol	
HIV	
Substance abuse and addiction disorders	
Attention-deficit disorder	Neuro-developmental disorder/disability
Autistic disorder	
Neuro-developmental disorders/disabilities	

Vaping-related conditions, including U07.0 (vaping-related disorder – effective 4/2020); for conditions to include for years prior to 2020: <u>Vaping coding guidance 2019</u>	
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Immunization Table

Report by recommended age groups if received in the reporting year without regard to immunization schedule	Related Notes: Vaccinations may have more than one type
Diphtheria, Tetanus, Pertussis (DtaP)	
Hepatitis A (HepA)	
Haemophilus influenzae type b (Hib)	
Human papillomavirus Vaccine (HPV)	
Meningococcal (MenACWY)	
Meningococcal B Vaccine (MenB)	
Measles, Mumps, and Rubella (MMR)	
Pneumococcal (PNCN)	Pneumococcal conjugate vaccines (PCVs) <ul style="list-style-type: none"> • PCV15 • PCV20 • PCV21 Pneumococcal polysaccharide vaccine <ul style="list-style-type: none"> • PPSV23
Polio (IPV) Vaccine	
Rotavirus Vaccination (RV)	<ul style="list-style-type: none"> • RotaTeq® (RV5) • Rotarix® (RV1)
Varicella Vaccine (Var)	<ul style="list-style-type: none"> • Varivax® is the single-antigen varicella vaccine. • ProQuad® is a combination measles, mumps, rubella, and varicella (MMRV) vaccine
Respiratory Syncytial Virus (RSV)	Differing guidelines by age group; many are not recorded in claims
COVID-19	Many are not recorded in claims.

ORDER OF COMMISSIONERS COURT
Authorizing execution of Interlocal Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, 2025 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT
BETWEEN HARRIS COUNTY AND
THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby, authorized to execute for and on behalf of Harris County, the Interlocal Agreement with THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON to provide to report the prevalence of specific chronic illnesses identified by the Office of Epidemiology Surveillance and Emerging Disease services for Harris County at a cost to the County of \$205,493.74. The Interlocal Agreement is incorporated herein by reference for all purposes as though fully set forth word for word.