

ORDER OF COMMISSIONERS COURT
Authorizing Execution of an 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 _____, 2022, with all members present except _____.

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

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

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. 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. Cagle	<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 adopted follows:

IT IS ORDERED that The Harris County Judge is authorized to execute on behalf of Harris County an agreement in an amount not to exceed \$306,841.00 with The University of Texas Health Science Center at Houston to evaluate regional opioid overdose reduction efforts for Harris County Public Health. The Agreement is incorporated by reference and made a part of this order for all intents and purposes as though set out in full word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This Interlocal Agreement is made and entered into by and between **Harris County, Texas** (“County”), a body corporate and politic under the laws of the State of Texas, acting by and through Harris County Public Health (“HCPH”) and **The University of Texas Health Science Center at Houston**, on behalf of its School of Public Health (“UTHealth”) pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ann. §§791.001 – 791.030. The County and UTHealth may each be referred to herein collectively as the Parties and individually as a Party.

RECITALS:

Harris County desires to retain the services of UTHealth to assist in evaluating regional opioid overdose reduction efforts; and

UTHealth represents that it possesses the required licenses, knowledge, expertise, and ability to perform such services; and

The Parties acknowledge that evaluating regional opioid overdose reduction efforts serves a public purpose; and

The Parties acknowledge that payments will come from current revenues available to the paying Party; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS:

I. SCOPE OF SERVICES

UTHealth Duties

- A. UTHealth agrees to evaluate regional opioid overdose reduction efforts by assigning J. Michael Wilkerson, PhD, MPH, an Assistant Professor in Health Promotion and Behavior Sciences to oversee program evaluation activities hereunder and to perform the following listed services for HCPH (“Services”). Evaluation activities are to begin the month of notification of CDC grant award CE-1904 and include the following.
1. Assisting with the finalization of all data collection instruments and programming the instruments into Qualtrics or RedCap, online data collection tools;
 2. Overseeing data collection of survey and qualitative data;
 3. Conducting descriptive bivariate, and regression analyses for key outcomes;
 4. Attending OD2A team meetings, which will take place on a monthly basis to provide status dates on all strategies of the grant;

5. Submitting evaluation reports to CDC; and
 6. Collaborating with the OD2A team to disseminate findings via conferences and peer-reviewed publications.
- B. UTHealth must perform its duties in accordance with generally accepted standards applicable thereto, and must use that degree skill commensurate with the public health profession to comply with all applicable federal, state, and local laws, regulations, rules, and ordinances now in force or that may hereafter be enacted or promulgated.
- C. UTHealth will perform the services included in this Agreement as an independent contractor. UTHealth is responsible for all tax obligations related to amounts received for services rendered. It is expressly understood that UTHealth is not an employee of County and all amounts to be paid are fees for professional services. County will provide Form 1099 to UTHealth if required. County will not direct or supervise UTHealth as to the manner, means, or method in which UTHealth performs services hereunder. County looks to UTHealth for results only.
- D. To the extent allowed by applicable law, UTHealth agrees to keep confidential the contents of all discussions with county officials, as well as the contents of all county records and all other information obtained or created by UTHealth during UTHealth's performance of services under this Agreement unless the Executive Director or designee authorizes UTHealth to release the information to outside parties. UTHealth must not access any information that UTHealth is not authorized to receive. Further, UTHealth must not copy, recreate, or use information or documents obtained or created in connection with this Agreement other than for the performance of this Agreement. Notwithstanding the foregoing, UTHealth shall not be required to hold confidential information that is a) is already in UTHealth's possession at the time of disclosure thereof; b) is or later becomes part of the public domain through no fault of UTHealth; c) is received from a third party having no obligations of confidentiality to the County; d) is independently developed by UTHealth; or e) is required by law or regulation to be disclosed.
- E. UTHealth may not assign this Agreement or the rights and obligations under the Agreement.

HCPH Duties

HCPH agrees to:

- A. Provide a point of contact for all correspondence related to this agreement;
- B. Provide dates and times of all OD2A related meetings;
- C. Provide access to Qualtrics or RedCap, or other online data collection tools for evaluation.

II. TERM OF THE AGREEMENT

The term of this Agreement begins upon signature by all Parties and lasts until August 31, 2022, unless earlier terminated in accordance with this Agreement.

III. TERMINATION PROVISIONS

- A) Either Party may terminate this Agreement at any time by providing thirty (30) days notice in writing to UTHealth.
- B) Upon receipt of termination notice, UTHealth 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, UTHealth 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 UTHealth 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.

IV. PAYMENT METHOD AND LIMITATIONS

- A. For and in consideration of the services rendered by UTHealth hereunder, the County shall certify as available an amount not to exceed **Three Hundred Six Thousand Eight Hundred Forty-One Dollars and No/100 (\$306,841.00)**. In no event will the County be obligated hereunder to compensate UTHealth more than **\$306,841.00**, nor shall UTHealth be required hereunder to provide services that would entitle UTHealth to compensation in excess of **\$306,841.00**.
- B. Consideration. The Parties agree that UTHealth provided the same services as specified in this Agreement, between June 10, 2021, through May 10, 2022, and as full compensation for rendered services, the County agrees to pay an amount not to exceed Two Hundred Seventy-One Thousand Two Hundred Forty-Seven Dollars and No/100 (\$271,247.00). This compensation is part of, not in addition to, the Three Hundred Six Thousand Eight Hundred Forty-One Dollars and No/100 (\$306,841.00) stipulated in this Payment Method and Limitations.
- C. Before providing any services under this Agreement, UTHealth must obtain a Purchase Order.
- D. At least quarterly, but no more frequently than monthly or as required by the Harris County Auditor, in compliance with the terms and conditions of this Agreement, UTHealth must submit to the Executive Director or designee of HCPH an invoice for UTHealth's services. The invoice must be in a form acceptable to the Harris County Auditor and shall include such detail of the services and expenses as may be requested by the County Auditor for verification purposes. The invoice shall at a minimum include a description of said services and the total amount billed for services and expenses. The Executive Director or designee shall review the statement and approve it with such modification, if any, as she may deem appropriate. The Executive Director or designee shall then forward the approved statement to the County Auditor for payment. In the event of a dispute, the decision of the County

Auditor is final. The County agrees to pay the invoice, as approved by the County Auditor, within thirty (30) days of approval by the County Auditor.

- E. UTHHealth clearly understands that Harris County has available the total maximum sum of Three Hundred Six Thousand Eight Hundred Forty-One Dollars and No/100 (\$306,841.00) specifically allocated to discharge any and all liabilities that County may incur, including any and all costs for any and all things or purposes, inuring under or out of this Agreement, irrespective of the nature thereof and notwithstanding any word, statement, or thing contained in or inferred from the provisions of this Agreement that might in any light by any person be interpreted to the contrary. The County's liability for payment under the terms and provisions of this Agreement is limited to such sum, plus additional amounts of funds from time to time certified available pursuant to Tex. Local Government Code Sections 111.031 – 111.098, as amended, for the purpose of satisfying the County's obligations under the terms and conditions of this Agreement and in no event shall the liability of the County exceed \$306,841.00.

V. NOTICE

Any notice permitted or required to be given to UTHHealth by County may be given by certified United States mail, return-receipt requested, postage prepaid, addressed to:

The University of Texas Health Science Center at Houston
Sponsored Projects Administration
7000 Fannin Street, UCT 1006
Houston, Texas 77030
713/500-3999
preaward@uth.tmc.edu

With a copy to:

The University of Texas Health Science Center at Houston
Center for Health Promotion and Prevention Research
Division of Health Promotion and Behavioral Sciences
School of Public Health
7000 Fannin Street, Suite 2620
Houston, Texas 77030
713/500-9974
Johnny. M.Wilkerson@uth.tmc.edu

Any notice permitted or required to be given to County by UTHHealth may be given by certified United States mail, return-receipt requested, postage prepaid, addressed to:

Harris County Public Health
2223 West Loop South
Houston, TX 77027
Attention: Asha Moor, MPH, CHES, Strategic Analyst

With a copy to:

Purchasing
Harris County Administration Building
1001 Preston, 6th Floor
Houston, TX 77002-1891

Either Party may change its address by giving notice to the other Party in writing. Any notice mailed by registered or certified United States mail, return-receipt requested, shall be deemed given upon deposit in the United States mail.

VI. ENTIRE AGREEMENT

This instrument contains the entire agreement between the Parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning the Agreement shall be of no force or effect except a subsequent modification in writing signed by the Parties.

VII. GOVERNING LAW AND VENUE

This Agreement is governed in all respects by the laws and Constitution of the State of Texas. Exclusive venue is in Harris County, Texas.

VIII. DISCLOSURE OF E-MAIL ADDRESSES

UTHealth affirmatively consents to the disclosure of UTHealth's e-mail addresses that are provided to County in the conduct of this agreement. This consent is intended to comply with the requirements of the Public Information Act, Section 552.137 of the Texas Government Code, and shall survive termination of the Agreement. This consent shall apply to e-mail addresses provided by UTHealth and agents acting on behalf of UTHealth and shall apply to any email address provided in any form for any reason whether related to this Agreement or otherwise.

IX. PUBLIC INFORMATION

Both Parties expressly acknowledges that the other Party is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and notwithstanding any provision in this Agreement to the contrary, both Parties will make any information related to this Agreement or otherwise available to third parties in accordance with the Public Information Act.

X. WAIVER OF BREACH

Waiver of a breach or violation of any provision of this Agreement is not a waiver of any subsequent breach.

XI. NO PERSONAL LIABILITY

Nothing in this Agreement may be 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 this Agreement, and

the Parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee, or agent of County or UTHealth.

XII. UTHealth's RESPONSIBILITIES REGARDING USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION ("PHI")

A. General: UTHealth agrees to

- (1) hold all Protected Health Information ("PHI"), confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, Chapter 552, Texas Government Code. TEX. GOV'T CODE ANN §§ 552.001 *et seq.*, as amended. PHI is defined in 45 CFR § 164.501 and is limited to information created or received by UTHealth from or on behalf of County.
- (2) be bound by all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Health Insurance Portability and Accountability Act of 1996, PL 104-191 and Chapter 181, Texas Health and Safety Code, as amended, collectively referred to herein as "Privacy Requirements."
- (3) cooperate with the Texas Medicaid Fraud Control Unit and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conference, hearings, trial, and in any other process, including investigations that are required as a result of UTHealth's Services to County. Compliance with this paragraph is at UTHealth's own expense.

B. Representations: UTHealth represents that it is familiar with Privacy Requirements, State HIV/AIDS and mental health information, and State and Federal drug/alcohol-related health information.

C. Business Associate: UTHealth is a "Business Associate" of County as that term is defined under the Privacy Requirements. UTHealth agrees:

- (1) *Nondisclosure of PHI*: Not to use or disclose the PHI received from County or on behalf of County other than as permitted or required by this Agreement, or as otherwise required by law.
- (2) *Limitation on Further Use of Disclosure*: Not to further use or disclose the PHI received from or on behalf of County in a manner that would be prohibited by the Privacy Requirements of HIPAA if disclosure was made by County, or if either UTHealth or County is otherwise prohibited from making such disclosure by any present or future State or federal law, regulation, or rule.
- (3) *Safeguards*: To use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or as required by State or federal law, regulation, or rule, and to use reasonable administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of County.
- (4) *Reporting Unauthorized Disclosures*: To report to County any use or disclosure of PHI that is not authorized by this Agreement immediately upon becoming aware of such unauthorized use or disclosure.
- (5) *Subcontractors and Agents*: To make all reasonable efforts to ensure that any *subcontractor* or agent to whom UTHealth provides PHI or electronic PHI received

from County agrees to the same restrictions and conditions that apply to UTHealth with respect to such PHI and to implement reasonable safeguards to protect electronic PHI.

- (6) *Report:* To report to County any security incident within 5 business days of becoming aware of such incident. For the purposes of this paragraph, “security incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system;
- (7) *Mitigation:* To mitigate, to the extent practicable, any harmful effect that is known to UTHealth of a use or disclosure of PHI by UTHealth or by a subcontractor or agent of UTHealth resulting from a violation of this Agreement.
- (8) *Notice-Access by Individual:* To notify County in writing within three days of any request by the individual for access to the individual’s PHI and to, upon receipt of such request from the individual, direct the individual to County for access to the individual’s PHI.
- (9) *Notice-Request for Amendment:* To notify County in writing within three business days of any request by the individual for amendment to the individual’s PHI and to, upon receipt of such request from the individual, direct the individual to County to request amendment of the individual’s PHI.
- (10) *Notice-Request for Accounting:* To notify County in writing within three business days of any request by the individual for an accounting of disclosures made of the individual’s PHI and to, upon receipt of such request from the individual, direct the individual to County for an accounting of the disclosures of the individual’s PHI.
- (11) *HHS Inspection:* Upon written request, to make available to the Secretary of Health and Human Services (“HHS”) or his designee, UTHealth’s internal practices, books, and records relating to the use and disclosure of PHI received from or held for HCPH in a time or manner designated by the Secretary for purposes of the Secretary determining UTHealth’s compliance with the HIPAA Privacy Requirements.
- (12) *County Inspection:* Upon written request, to make available to County during normal business hours UTHealth’s internal practices, books, and records relating to the use and disclosure of PHI received from or held for HCPH in a time and manner designated by County.
- (13) *PHI Amendment:* To incorporate any amendments, corrections, or additions to the PHI of County when notified by County that the PHI is inaccurate or incomplete or that other documents are to be added as required by or allowed by the HIPAA Privacy Requirements.
- (14) *Documentation of Disclosures:* UTHealth agrees to document disclosure of PHI and information related to such disclosures as is necessary for County to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 as amended.
- (15) *Termination Procedures:* Upon termination of this Agreement for any reason, to return all PHI received from County to County or, if specially requested to do so by County in writing, to destroy all PHI received from County. This provision applies when UTHealth maintains PHI from County in any form. If UTHealth determines that returning or destroying the PHI received from County is infeasible, UTHealth shall (i) provide to County notification of the conditions that make return or destruction infeasible; (ii) extend the protections of this Agreement to such PHI;

- and (iii) limit any further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible.
- (16) *Notice-Termination:* Upon written notice to UTHealth, County may terminate any portion of the Agreement under which UTHealth maintains, compiles, or has access to PHI. Additionally, upon written notice to UTHealth, County may terminate the entire Agreement if County determines, at its sole discretion, that UTHealth has repeatedly violated a Privacy Requirement.
- (17) *Security Incidents:* UTHealth shall report any security incident to County.
- D. Survival of Privacy Provisions: UTHealth's obligations with regard to PHI and electronic personal health information shall survive the termination of this Agreement.
- E. Amendment Related to Privacy Requirements: The Parties agree to take such action as is necessary to amend this Agreement if either Party, in its reasonable discretion, determines that amendment is necessary for County to comply with the Privacy Requirements of HIPAA and Texas Health and Safety Code §§ 181.001 *et seq.*, as amended, and any other law or regulation affecting the use or disclosure of PHI. Any ambiguity in this Agreement shall be resolved to permit both Parties to comply with the Privacy Requirements of HIPAA and Texas Health and Safety Code §§ 181.001 *et seq.*, as amended.
- F. **Indemnification. To the extent authorized by the Constitution and the laws of the State of Texas, UTHealth agrees to indemnify and hold harmless County and its directors, officers, employees, and agents (individually and collectively "County Indemnities") against any and all losses, liabilities, judgments, penalties, awards and costs (including costs of investigation and legal fees and expenses) arising out of or related to (a) a breach of this Agreement relating to the Privacy Requirements by UTHealth, or (b) any negligent or wrongful acts or omissions of UTHealth or its employees, directors, officers, subcontractors, or agents, relating to the Privacy Requirements including failure to perform their obligation under the Privacy Requirements.**
- G. Access to Books and Records of UTHealth
UTHealth agrees to allow the Comptroller General of the United States, the Department of Health and Human Services (HHS), the County Auditor, and their duly authorized representatives, access to contracts, books, documents, and records necessary to verify the nature and extent of the costs of the Services provided by UTHealth. UTHealth agrees to allow such access until the expiration of one (1) year after the services are finished under the contract or subcontract. Such access will be provided in accordance with the regulations of the Centers for Medicare and Medicaid Service (CMS). UTHealth allows similar access to books, records, and documents related to contracts between UTHealth and organizations related to or subcontracted by UTHealth, as defined by the regulations of CMS.

XIII. MANDATORY GRANT DISCLOSURES

Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations

potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Daryl Barksdale, Grants Management Officer/Specialist
Centers for Disease Control and Prevention
Branch 5 Supporting Chronic Diseases and Injury Prevention
2960 Brandywine Road
Atlanta, Georgia 30341
Email: DBarksdale@cdc.gov (Include “Mandatory Grant Disclosures” in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include “Mandatory Grant Disclosures” in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

IN WITNESS WHEREOF, This agreement has been executed on behalf of Harris County by a duly authorized representative of Harris County and by The University of Texas Health Science Center at Houston.

[Signature Page Follows]

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

By: Valerie Bomben
Valerie Bomben
Director, Sponsored Contracts
The University of Texas Health Science
Center at Houston
Date Signed: 4/12/2022

HARRIS COUNTY

By: _____
Lina Hidalgo
County Judge

Date Signed: _____

Approved:

By: Barbie L. Robinson
Barbie L. Robinson, MPP, JD, CHC
Executive Director
Harris County Public Health
Date Signed: 4/21/2022

Approved as to Form:

Christian D. Menefee
County Attorney

By: Sam Kirchhoff
Sam Kirchhoff
Assistant County Attorney
CAO File: 21GEN1279