

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT  
BETWEEN FORT BEND COUNTY AND  
THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON  
ON BEHALF OF ITS SCHOOL OF PUBLIC HEALTH**

This Interlocal Agreement is made by and between **Fort Bend County** (“COUNTY”), a political subdivision of the State of Texas, acting by and through the Commissioners Court of Fort Bend County, and **The University of Texas Health Science Center at Houston, on behalf of its School of Public Health** (“UTHealth”), a state agency and an institution of higher education under the laws of the State of Texas.

**WHEREAS**, extraordinary measures are being taken by the County to contain the novel coronavirus disease, now designated as COVID-19, and prevent its spread throughout the County, including a declaration of a local state of disaster for public health emergency pursuant to Section 418.108(a) of the Texas Government Code; and

**WHEREAS**, UT Health is a comprehensive health science university and resource for health care education, innovation, scientific discovery and excellence in patient care; and

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes governmental entities to contract with each other to perform government functions and services; and

**WHEREAS**, the Parties deem it to be in the best interest of both entities to enter into this Interlocal Agreement and agree that cooperation between them is in the public interest.

**NOW, THEREFORE**, in consideration of the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, County and UTHealth agree to the terms and conditions stated in this Amendment.

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

1. Scope of Service

- A. UTHealth agrees to provide County with services necessary for the performance of public health and welfare functions with regard to the COVI 19 pandemic, at the direction and supervision of the County Local Health Authority. The services are

described in and shall be provided as set forth in Exhibit A, Scope of Work, attached hereto and made a part of this Agreement.

- B. Both Parties agree to keep communication open and ongoing to review strategies for improving service delivery and ensure the objectives for this agreement are fully met.
- C. All documents, data, reports, , and graphic presentation materials (“Deliverables”) developed by UTHealth as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment for work performed. UTHealth shall promptly furnish all such data and material to County on request. Notwithstanding the forgoing, UTHealth retains an internal non-exclusive license to Deliverables for its own academic and clinical purposes.

## 2. Duration of Agreement

This Agreement shall take effect and be in full force upon signature of both parties. The Agreement shall remain in effect thereafter unless terminated by either Party by providing 15 days written notice to the other, or once the amount certified as available by the County Auditor has been expended, whichever may occur first.

## 3. Compensation

- A. As consideration for the performance by UTHealth of its obligations under this Agreement, County will pay UTHealth an amount not to exceed 122,757.00 on a cost reimbursable basis. UTHealth agrees that in no event shall any provision of this Agreement be interpreted to obligate County beyond the funds approved by the County Auditor for this Agreement. Payment for the performance of this governmental function or service must be paid from current revenues available to the County.
- B. Invoices
  - i. County will pay UTHealth on a cost-reimbursable basis based on the following procedures: Upon completion of the tasks identified in the Scope of Services, UTHealth shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.
  - ii. Invoices shall, at a minimum, include a description of the services, the day(s) and number of hours UTHealth provided the services and the total amount billed for the services. UTHealth will submit a progress report for payment request, according to the schedule established in the work plan. The reports

should describe significant achievements to date, next steps, and any problems that may affect the project's schedule or costs.

- iii. Reimbursable invoices can be sent dependent upon the level of effort expended by the personnel and purchase of software. Indirect costs will be assessed at 10% which is a special rate for local/state entities outside of UTHelath's usual cognizant agency IDC rate agreement.

#### 4. Relationship of Parties

- A. The Parties agree that in performing services specified in this agreement, that each is an independent contractor and shall have control of its work and the manner in which it is performed. Neither Party, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of the other and neither shall be entitled to participate in any pension or other benefits that the other provides its employees.
- B. Each party shall be responsible for obtaining and maintaining its own liability and property insurance against losses or liability related to this Agreement.

#### 5. Notice to Parties

- A. Any notice given hereunder by either party to the other shall be in writing and sent by certified mail, return receipt requested.
- B. Notice to County shall be sent to:

County : Fort Bend County Health and Human Services  
Attn: Director  
4520 Reading Road, Suite A-100  
Rosenberg, Texas 77471

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street  
Richmond, Texas 77469

UTHealth:

The University of Texas Health Science Center at Houston  
Attn: Sponsored Projects Administration  
7000 Fannin, UCT 1006

Houston, Texas 77030

- C. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

**6. Confidentiality**

- A. Both Parties agree to treat all Protected Health Information obtained as a result of this Agreement confidential as required by HIPAA regulations or any and all applicable confidentiality requirements in accordance with United States and Texas law, as appropriate.
- B. Both Parties expressly acknowledges that both Parties is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, both Parties will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to either Party shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. In the event that information is required to be disclosed by law, the Party required to make disclosure shall promptly notify the other Party to allow that Party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

**7. Insurance**

- A. UTHealth shall, at all times during the term of this Agreement, maintain insurance coverage with not less than the type and requirements in this Article. Such insurance is to be provided at the sole cost of UTHealth. These requirements do not establish limits of the UTHealth's liability.
- B. UTHealth shall maintain at a minimum:
  - a. As an agency of the State of Texas, UTHealth's liability is governed by the applicable provisions of the Texas Civil Practice and Remedies Code, Chapter 101.
  - b. Professional Liability Insurance – UTHealth shall provide professional liability insurance for its healthcare providers in the amount of \$500,000 occurrence and \$1,500,000 in the aggregate. All other employees of UTHealth shall be provided state indemnification pursuant to Chapter 104, Texas Civil Practice and Remedies Code.
  - c. Workers' Compensation – UTHealth maintains workers' compensation insurance for its employees pursuant to a self-insured plan authorized pursuant to Texas Labor Code, Chapter 503.
  - d. Automobile Liability Coverage: Combined single limit of Six Hundred Thousand Dollars (\$600,000.00) Combined Liability Limits for Bodily Injury and Property Damage Combined.

## 8. Indemnification

To the extent allowed by the laws and constitution of the state of Texas, UTHealth agrees to promptly defend, indemnify and hold County harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of the UTHEALTHMM, its agents, officers, and or employees in the performance of activities of duties pursuant to this Agreement.

## 9. Governmental Immunity

It is expressly understood and agreed that in the execution of this Agreement, the Parties hereto do not intend to waive, nor shall be deemed to waive, any immunity or defense at law or in equity, that would otherwise be available to each against claims arising in the exercise of governmental powers and functions including the defense of governmental immunity.

10. Human Trafficking. BY ACCEPTANCE OF CONTRACT, UTHEALTH ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

11. Federal Clauses. UTHEALTH understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, UTHEALTH represents that it is and will remain in compliance with all requirements in Exhibit B. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. UTHEALTH shall require that these clauses shall be included in each covered transaction at any tier.

## 12. Miscellaneous Provisions

- A. This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by both parties.
- B. This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas.
- C. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Fort Bend County, Texas.

- D. The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary approvals have been duly passed and approved and are now in full force and effect.
- E. The parties to this Agreement do not intend by this Agreement that any specific third party may obtain a right by virtue of the execution of performance of this Agreement.
- F. In the event that any one or more of the terms, provisions or conditions 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 the other terms, provisions or conditions; and the Agreement shall be construed as if such invalid, illegal, or unenforceable term, provision or condition had never been contained in it.
- G. Ownership and Use of Deliverables. Copies of all materials, reports, or other deliverables developed under this Agreement shall be provided to the County. Determination of the public nature of the material is subject to the Open Records Act, Chapter 552, Texas Government Code.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the \_\_\_\_ day of \_\_\_\_\_, 2020.

FORT BEND COUNTY

THE UNIVERSITY OF TEXAS  
HEALTH SCIENCE CENTER AT HOUSTON

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agent- Printed Name

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
Date

Reviewed by:

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Dr. Jacquelyn Johnson-Minter, MD, MBA, MPH  
Director of Health and Human Services

Exhibit A: Scope of Work  
Exhibit B: Federal Clauses

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this Interlocal Agreement.

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Ed Sturdivant, Fort Bend County Auditor

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# Exhibit A: Scope of Work

## EXHIBIT A

### SCOPE OF WORK

#### Objective:

Analysis of who is being tested for Covid-19 (race/ethnicity, gender, age, and other available factors), who tests positive for Covid-19 (race/ethnicity, gender, age, and other available factors), daily moving averages of COVID-19 infections in Fort Bend County, identification of hot spots by zip code, and analyses to facilitate safe school operations.

#### Implementation:

UTHealth shall investigate the following demographics of the Data provided by Fort Bend.

1. Testing:
  - a. Who is being tested? Demographic characteristics of population for the entire period of data collection and over time.
  - b. Time trends in test positive rates; overall and by key demographic characteristics (e.g. age groups, race-ethnicity, location, SES)
2. SARS-CoV-2 test positive
  - a. Who is being infected? Demographic characteristics of population for the entire period of data collection and over time.
  - b. Where are new cases coming from? Geospatial mapping and association analysis of positive tests with social, economic and co-morbid characteristics of geographic regions.
  - c. Case growth, growth rate and acceleration analysis, overall and by major population subgroups including geographic locations.
3. Complex dynamics of testing and test positive rates
  - a. How does change in testing relate to case growth, overall and by major demographic characteristics?
  - b. Identification of geographic regions with testing disparities by key demographic characteristics (e.g. age groups, race-ethnicity, SES).
4. "Hot spot analyses"
  - a. Develop agreed upon definitions and metrics of hot spots
  - b. To help target mobile testing, use machine learning, time series analysis, and dynamic optimization to identify the smallest possible location (e.g. block) and shortest possible time window (e.g. 3 days) for identification of hot spots.
5. Occupation
  - a. Analyze clustering or concentration of test positive results by occupation

- b. Analyze clustering or concentration of test positive result by place of occupation (Note: Based on recent conversations place of occupation is only recently collected, these analyses will lag.)

Weekly Written/Image Generated Reporting by FBPH:

1. Color codes map of number of tests per 100,000 for Fort Bend County and surrounding area, including interpretation and trends.
2. Description of who is getting tested by race/ethnicity, gender, age and other available factors.
3. Description of COVID-19 cases in Fort Bend County by race/ethnicity, gender, age and other available factors.
4. Daily moving average of COVID-19 infections in Fort Bend County, including interpretation.
5. SARS-CoV-2 infection case growth by age group and race/ethnicity, including interpretation.
6. Tabulation of COVID-19 cases by race/ethnicity for youth, including interpretation and trends.
7. SARS-CoV-2 test positivity rates by race/ethnicity and age, including interpretation and trends.
8. SARS-CoV-2 test positivity rates by testing site within Fort Bend County.
9. Animated graphics over time plotting cases per 100,000 against test positivity rate in Fort Bend County by age and race/ethnicity group.
10. Identification of hot spots of COVID-19 by zip code.
11. Identification and mapping of testing disparities by race/ethnicity and age group.
12. Color codes maps overlaying COVID-19 cases and test positivity rate.
13. Color coded map of daily new cases in youth, including interpretation and trends.
14. Color coded map of change in new cases in adults, including interpretation.
15. Color coded map of change in new cases in youth, including interpretation.
16. Color coded maps (like the above) for cases, change in cases and test positivity rate within the ISDs contained in Fort Bend County.
17. Color coded maps (like the above) for cases, change in cases and test positivity rate within the ISDs with placement of individuals Schools.
18. Guide vaccination deployment by guiding phase 1 (CDC nomenclature) deployment post health care workers, first responders and nursing homes. In particular, this would the elderly, those with multiple comorbidities, and the underserved.
19. Discussion between Fort Bend County Public Health and School of Public Health as to what deliverables are no longer needed given changes in the pandemic over time and what new analytics should be substituted.

Budget:

Personnel Costs	\$108,097
Software	3,500.00
Other Direct Costs	0.00
Total Direct Cost	111,597.00
Indirect Costs (10% TDC)	\$11,160.00
<b>TOTAL COST</b>	<b>\$122,757.00</b>

Personnel is inclusive of 30% effort for three faculty members (10% each) ; 50% effort for a statistician; 50% effort for a graduate student.

Deliverables:

Weekly reports on analysis which shall include, but may not be limited to: Analysis of who is being tested for Covid-19 (race/ethnicity, gender, age, and other available factors), who tests positive for Covid-19 (race/ethnicity, gender, age, and other available factors), daily moving averages of COVID-19 infections in Fort Bend County, identification of hot spots by zip code, and analyses to facilitate safe school operations.

At the mutual agreement between parties, additional analyses and reports may be provided to Fort Bend.

# Exhibit B: Federal Clauses