

**MEMORANDUM OF UNDERSTANDING
REGARDING LIMITED SCOPE COMMUNITY-CENTERED
ENVIRONMENTAL HEALTH RISK ASSESSMENT THROUGH
SEQUENTIAL EXPLORATORY DESIGN IN EL PASO TEXAS**

This Memorandum of Understanding (“MOU”) is entered into by and between The University of Texas at El Paso (“UTEP”) and the County of El Paso (“County”) for a limited-scope community-centered environmental health risk assessment through sequential exploratory design (“CEHRASED” or “Assessment”) in selected neighborhoods in El Paso, Texas. This agreement is effective upon execution by both parties from August 12, 2024, through August 31, 2025, and may be extended by agreement of the parties and the approval of the El Paso County Commissioners Court.

WITNESSETH:

WHEREAS, the County and UTEP now desire to enter into this MOU, whereby the County would provide funding and UTEP would undertake the tasks necessary to complete the Assessment; and

WHEREAS, the Assessment will focus on selected neighborhoods disproportionately impacted by the COVID-19 pandemic; and

WHEREAS, the Assessment will identify environmental health concerns in the population of the selected neighborhoods and health-risk based estimation based on monitoring of air, water, and soil pollutants, and climate variables; and

WHEREAS, the data collected for the Assessment will assist the County in identifying pre-existing health disparities that may contribute to more severe COVID-19 pandemic impacts within the selected neighborhoods; and

WHEREAS, the data collected for the Assessment will assist the County in identifying and addressing health disparities and support health equity; and

WHEREAS, the data collected for the Assessment will assist the County in identifying neighborhood features that promote improved health and safety outcomes; and

WHEREAS, the Assessment will be shared with the Paso del Norte Information Exchange, a healthcare database that assists healthcare providers better understand patient health and health trends in our community by integrating and leveraging data to help solve local health challenges; and

WHEREAS, the County received funds from the American Rescue Plan Act (“ARPA”) which is administered by the United States Department of Treasury for the State and Local Fiscal Recovery Funds program (“SLFRF”); and

WHEREAS, the expenditure of SLFRF allocated funds for this MOU meets the eligible use category of responding to public health and economic impacts of the pandemic;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this MOU, the undersigned Parties agree as follows:

1. **Purpose.** The purpose of this MOU is to facilitate the limited-scope Community-

Centered Environmental Health Risk Assessment through Sequential Exploratory Design in selected neighborhoods in El Paso, TX. Specifically, UTEP will conduct a focused environmental health risk assessment using a community-based participatory approach and a sequential exploratory design, aimed at identifying and addressing key environmental hazards in selected communities, both perceived and estimated, using a combination of community-based research approach to identify the main environmental health concerns in the population of the selected neighborhoods, and health-risk based estimation based on monitoring of selected but not limited to air, water, and soil pollutants, and climate variables in the vicinities of communities neighboring the Bridge of the Americas (BOTA) International Point of Entry, Interstate Highway 10 (I-10) (specify place), and Marathon Petroleum Refinery (MPR), with the purpose to explore the communities concern regarding environmental pollutants and potential health outcomes. Additionally, there is evidence that suggests the association between short-term and long-term exposure to common air pollutants, such as nitrogen dioxide (NO₂), ozone (O₃), and particulate matter (PM_{2.5} and PM₁₀), with the spread of COVID-19 and/or exacerbates underlying cardiopulmonary disorders, thus increasing rates of COVID-19 in highly polluted regions. Therefore, potentially increasing the population's health vulnerability by worsening long-term health outcomes, reflected by an increase in the rates of hospitalization and Intensive Care Unit (ICU) admissions and the prognosis of patients already affected with sequelae from COVID-19 infections. However, more evidence-based research is needed to establish if an improvement in air quality could lead to a decline in the transmissibility and health outcomes of COVID-19 infection by understanding the relationship between air quality and COVID-19 transmission. The Principal Investigator ("PI") for this limited-scope environmental health risk assessment is Dr. Gabriel Ibarra-Mejia.

2. Description of the Project. The parties are collaborating on data gathering and analysis related to the CEHRASED. The project will consist of three phases. The first phase will be broad qualitative data collection and analysis, with the goal of engaging the community to identify and understand a wide range of environmental health concerns through collaborative qualitative research. This phase will have two main objectives: 1) Community engagement, to build trust and establish a collaborative partnership with community stakeholders; and 2) Qualitative data collection, to gather in-depth insights from community members about their experiences and concerns regarding various environmental health issues. To accomplish this, we will introduce the research project and involve community members in the planning process through initial meetings, workshops, and forums. Researchers and community representatives will facilitate personal interviews, focus groups, and community meetings to collect information. This first phase will allow us to develop a comprehensive understanding of community priorities and concerns, which will guide the design of the subsequent environmental sampling and quantitative phases. The second phase will be environmental sampling and quantitative data collection based on priorities identified in the qualitative phase. This phase will also have two main components: 1) environmental sampling, in which we will collect targeted environmental samples and quantitative data based on the priorities set in the qualitative phase; and 2) quantitative data collection to find out how common environmental hazards are and how they affect the community using survey tools that were made from the qualitative findings. To accomplish these objectives, we will use appropriate environmental assessment tools (e.g., air quality monitors, water/soil testing kits) to gather data on pollutants, as well as design and distribute surveys with input from community members, ensuring that the questions reflect community concerns. After finalizing this phase, we will be able to produce robust quantitative data on levels of prioritized environmental pollutants, as well as quantitative data that validate and extend the findings from the qualitative phase. The

third and last phase will be integrating and interpreting the findings. This phase will have two main objectives: 1) Integrate findings from both qualitative and quantitative phases to draw comprehensive conclusions and develop actionable recommendations by combining qualitative insights and quantitative data to provide a detailed understanding of environmental health issues; 2) disseminate and take action to share findings with the community, policymakers, and other stakeholders to drive action and policy change. We will achieve these objectives by utilizing mixed methods analysis techniques, engaging community members in data synthesis and key trend identification, and showcasing the results through community meetings, policy briefs, scientific publications, and multimedia platforms. After finalizing this phase, we will produce a final report that includes both community narratives and statistical evidence, providing a compelling basis for interventions and policy recommendations to implement community-driven interventions and policy changes based on the research findings.

3. Human Subjects Protections. To ensure that all Human Subjects policies are followed, a description of the planned analyses for this study, the PI will submit an application for approval of the project to The University of Texas at El Paso (UTEP) Institutional Review Board (IRB) prior to any collection of data or information. The County will provide a Letter of Collaboration to facilitate this process.

4. Use of the Data. Except as otherwise specified herein, the County grants UTEP the right to use and disclose the data provided by the County in fulfillment of its professional obligations for the limited-scope Community-Centered Environmental Health Risk Assessment through Sequential Exploratory Design project. Furthermore, UTEP may use and/or share the data from this study with other ongoing initiatives and projects, such as the Paso del Norte Health Information Exchange (PHIX) to improve community health outcomes. The UTEP and the PI have the right to publish or otherwise publicly disclose unidentifiable information and research results obtained during this limited-scope environmental health risk assessment. The UTEP PI shall have the final authority to determine the scope and content of any publications and the results of this environmental health risk assessment and publications in scholarly journals. The PI may discuss the environmental health risk assessment with other investigators for scientific or research purposes but shall not reveal information that is confidential under this MOU.

The Parties understand that UTEP's primary mission is education and advancement of knowledge, and the limited scope Community-Centered Environmental Health Risk Assessment through Sequential Exploratory Design project will be designed to carry out that mission. The manner of performance of the limited scope Community-Centered Environmental Health Risk Assessment through Sequential Exploratory Design project shall be determined solely by the PI and UTEP does not guarantee specific results.

UTEP will not attempt to determine the identity of any individual person in the data. UTEP agrees to use appropriate safeguards to protect the data from misuse and unauthorized access or disclosure, including, without limitation, (i) maintaining adequate physical controls and password protections for any server or system on which the data may reside; (ii) ensuring that data is not stored on any mobile device (e.g. laptop, smartphone) or transmitted electronically unless encrypted; and (iii) taking any other measures reasonably necessary to prevent any use or disclosure of the data other than as provided in this MOU. UTEP will ensure that any agents, including subcontractors, to whom it provides the data agree to the same restrictions and conditions set forth in this MOU.

The County will not conduct any research in relation to this study and has no legal or ethical supervisory or review authority over UTEP, Dr. Gabriel Ibarra-Mejia, or any other UTEP employees, staff members, students, interns, volunteers, agents or any other individual assigned to perform research in relation to the research project that is the subject of this agreement.

5. Payment.

Contrary to being provided datasets in a standard research project, this project is unique in that all population information, non-technical instruments for data collection, and datasets must be manually built from scratch by the researchers, themselves. Technological instrumentation for environmental sampling and the appropriate analytical processes will need to be purchased and/or paid from this funding, as well as the costs associated with collecting data from human populations in the neighborhoods of interest. The County will compensate the research team for their time from ARPA funding as the research is COVID-related.

Upon execution of this MOU, UTEP shall invoice the County monthly for reimbursement of Assessment related costs. For any invoiced reimbursement payment, the County will release payment within thirty (30) calendar days of receipt of invoice from UTEP. All requests for payment, including invoices, shall include supporting documentation as required by the County, the funding source, or granting agency. Requests for payment will not be considered received until all necessary documentation has been received by the County. Under no circumstances shall the total amount for invoices exceed the project Budget amount listed in Exhibit A of \$200,000.00.

6. General.

a. For the purposes of this MOU, the Parties are independent contractors and not agents or employees of the other Parties. None of the Parties shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Parties, except as may be expressly provided herein or authorized in writing.

b. This MOU constitutes the entire and only agreement between the Parties relating to the program evaluation identified herein, and all prior negotiations, representations, agreements and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of each of the Parties.

c. Resources for implementation of this MOU and the program evaluation may come from any of the Parties, depending upon budgetary availability. None of the Parties is obligated to expend any resources in connection with this MOU unless specifically stated otherwise herein. No implementation of any portion of this MOU may be initiated prior to the written assurance of such budgetary availability to the other Parties hereto. To the extent any external funding is required by a party in order to implement the program evaluation and funding for such purposes is not appropriated to that Party or is not otherwise available to the Party, the Party shall have no further financial obligations upon such determination. Should any of the Parties not have funding to carry out any obligations of a particular effort

conducted under this MOU, it shall immediately notify the other Parties of such fact and of such portions of the program evaluation that may be deemed terminated or modified due to the lack of funding.

7. Compliance with Federal Requirements for Federal Awards.

UTEP confirms it shall adhere to any applicable federal requirements for federal awards, including, but not limited to, 2 CFR 200.

8. Termination.

Either party may terminate the MOU for convenience by providing thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives on the dates established below.

The University of Texas at El Paso

El Paso County

By: Ahmad M. Itani

By: Ricardo A. Samaniego

Title: Vice President for Research

Title: County Judge

Date: _____

Date: _____

Approved as to
Form: _____
Assistant County Attorney