

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**MEMORANDUM OF AGREEMENT BETWEEN
HIDALGO COUNTY AND THE UNIVERSITY OF TEXAS
AT BROWNSVILLE**

This Memorandum of Agreement is made on this ____ day of _____ 2009 by and between **HIDALGO COUNTY** by and through its Department of Health and Human Services, hereinafter referred to as “COUNTY”, with administrative offices located at 1304 S 25th, Edinburg, TX 78539, and **UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON** by and through its School of Health Sciences, (the Public Health Division of the Regional Academic Health Center of the Lower Rio Grande Valley) hereinafter referred to as “SPH-B”, located at 80 Fort Brown, University of Texas Brownsville-RAHC Bldg, Brownsville, TX 78520.

The aim of this Agreement is to establish an agreement for the exchange of information and for cooperative research between both institutions in the field of reportable communicable diseases.

I. PROVISION OF SERVICES

The COUNTY coordinates directly for health services to patients with reportable communicable diseases from Hidalgo County, and therefore has information of the characteristics of the patients and access to data on the strain(s) of infectious agent that has infected them. The faculty at SPH-B has developed a comprehensive research program in infectious diseases.

Through this Agreement the parties shall develop by a cooperative agreement the following:

1. Evaluation of standard and new tests to detect early infection. The aim of this collaboration is to evaluate laboratory assays that can help predict if an individual is in the early stages of active disease. The results will benefit the Mexican-American community that is vulnerable to contracting infectious diseases by:

- A. Providing a tool can detect early infection, before the infection is spread to other individuals in the community; and
- B. Providing an additional tool to complement the current standard methods of detection for infectious diseases.

2. Studies on the nature of the association between reportable communicable diseases and environmental, behavioral and health factors. These studies will benefit all patients with reportable diseases on the U.S.-Mexico border by providing information to the COUNTY, the public, and health providers. For each study, the SPH-B Principal Investigator will forward a written narrative describing the study to the COUNTY Health Administrator who will assist in coordinating the study participation. The COUNTY, through the Health Administrator, may refuse to participate in a particular study at any time or halt data collection and participation at any time for any of these future studies.

The participation of COUNTY in this initiative shall consist of the following:

1. Providing SPH-B researchers with information on the patients thought to be infected with a reportable communicable disease, as well as individuals at high risk of contracting the infection. Informing the patient very briefly about the study, and requesting their authorization

to have the SPH-B outreach worker provide further details. Thereafter, SPH-B researchers will explain to the individual the study and invite them to participate. If they voluntarily decide to do so, they will sign the informed consent and HIPPA forms approved by UT-SPH-B Committee for the Protection of Human Subjects.

2. Provide SPH-B researchers with retrospective and prospective data for analysis and publication on infectious disease trends in COUNTY.
3. Provide SPH-B researchers with the relevant medical information on the Consenting Patient, after the patient has released the access to his information by signing the HIPPA form.
4. Specimen collection will be taken from the Consenting Patient based upon the nature of the disease. At a scheduled time and place between the Consenting Patient and the SPH-B researcher.

None of these studies will result in extra cost for the COUNTY. None will put the Consenting Patient at any unnecessary or undue risk.

II. TERM OF AGREEMENT

The term of this Agreement will begin on the September 01, 2009 and end on August 31, 2012.

III. COMPENSATION

COUNTY will receive no reimbursement from SPH-B for any services provided. SPH-B will receive no reimbursement from COUNTY for any services provided.

IV. NOTICES

All notices or other writing required under this Agreement shall be deemed to have been made when sent by certified or registered mail, return receipt request, to the following address:

TO: SPH-B:
Joseph B. McCormick, MD
Regional Dean
UTH- SPH-B-Brownsville Campus
University of Texas at Brownsville
80 Fort Brown, SPH building
Brownsville, Texas 78520

TO COUNTY:
Hidalgo County Health Department
Attn: Mr. Eduardo Olivarez
1304 S 25th
Edinburg, Texas 78539

V. TERMINATION

This Agreement may be terminated by either party by giving thirty (30) days written notice via certified mail, return receipt requested to the other party hereto of the intention to terminate.

VI. LAW GOVERNING VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

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

Joseph B. McCormick, Regional Dean

HIDALGO COUNTY, TEXAS


J.D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: 

Stephen L. Crain