

From: "Brenda Salazar" <brenda.salazar@hchd.org>  
To: mike.escaname@hchd.org  
Subject: FW: Request for Review - Non-Disclosure Agreement W / UTPA  
Date: 12/5/2014 4:21:05 PM

Hello, Mike,

Ready for Commissioners Court agenda

See comments from Mr. Garza, below.

Thank you!

**Brenda G. Salazar**  
**Public Health Technician IV**  
**Hidalgo County Health & Human Services**  
**1304 S. 25th Avenue**  
**Edinburg, Texas 78542**  
**956-383-6221, Ext. 7343**

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**From:** Michael Garza [mailto:michael.garza@da.co.hidalgo.tx.us]  
**Sent:** Friday, December 05, 2014 3:58 PM  
**To:** brenda.salazar@hchd.org  
**Cc:** 'josephine ramirez'  
**Subject:** FW: Request for Review - Non-Disclosure Agreement W / UTPA  
**Importance:** High

The attachment is approved as to form. It is recommended that your department seek authority for Mr. Olivarez to sign the agreement from commissioners court.

Please let me know if you have any questions or concerns.

**Michael Garza**  
*Assistant Criminal District Attorney*  
County Affairs Section  
Office of Criminal District Attorney  
Hidalgo County, Texas  
100 N Closner Rm 303  
Edinburg, TX 78539  
(956) 318-2313 ext. 3824  
(956) 318-2079 FAX  
[michael.garza@da.co.hidalgo.tx.us](mailto:michael.garza@da.co.hidalgo.tx.us)

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**From:** Glorimar Colon [mailto:gcolon@utpa.edu]  
**Sent:** Friday, December 05, 2014 3:36 PM  
**To:** michael.garza@da.co.hidalgo.tx.us  
**Cc:** Suad Ghaddar; brenda.salazar@hchd.org; 'josephine ramirez'  
**Subject:** RE: Request for Review - Non-Disclosure Agreement W / UTPA  
**Importance:** High

Thank you so much for your prompt response. Attached is the modified agreement for signatures.

Regards,

Glorimar Colón, JD  
Research Compliance Manager  
Export Controls Officer  
The University of Texas-Pan American  
(956) 665-3008

**From:** Michael Garza [mailto:michael.garza@da.co.hidalgo.tx.us]  
**Sent:** Friday, December 05, 2014 1:30 PM  
**To:** Glorimar Colon  
**Cc:** Suad Ghaddar; brenda.salazar@hchd.org; 'josephine ramirez'  
**Subject:** RE: Request for Review - Non-Disclosure Agreement W / UTPA

The revisions are acceptable. You may leave paragraph 9 as originally written.

Please let me know if you have any questions or concerns.

**Michael Garza**  
*Assistant Criminal District Attorney*  
County Affairs Section  
Office of Criminal District Attorney  
Hidalgo County, Texas  
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**From:** Glorimar Colon [<mailto:gcolon@utpa.edu>]  
**Sent:** Friday, December 05, 2014 12:14 PM  
**To:** [michael.garza@da.co.hidalgo.tx.us](mailto:michael.garza@da.co.hidalgo.tx.us)  
**Cc:** Suad Ghaddar; [brenda.salazar@hchd.org](mailto:brenda.salazar@hchd.org)  
**Subject:** FW: Request for Review - Non-Disclosure Agreement W / UTPA  
**Importance:** High

Good afternoon Mr. Garza,

I received your concerns regarding the Non-Disclosure Agreement between the Hidalgo County Health Department and The University of Texas – Pan American (highlighted in yellow below). Please see my comments in red next to your concerns and advise if the proposed modifications are acceptable to the HCHD.

Thank you so much for your attention to this matter. I look forward to hearing back from you soon. If you would like to discuss, I can be reached at 956-665-3008.

Best,  
Glorimar

Glorimar Colón, JD  
Research Compliance Manager  
Export Controls Officer

Office of Research Compliance, REIN 1.106H  
The University of Texas - Pan American  
1201 W University Dr.  
Edinburg, TX 78539  
(956) 665-3008 Office  
(956) 665-2940 Fax  
[gcolon@utpa.edu](mailto:gcolon@utpa.edu)

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**From:** Suad Ghaddar  
**Sent:** Monday, December 01, 2014 11:18 AM  
**To:** Glorimar Colon  
**Cc:** John Ronnau  
**Subject:** Fw: Request for Review - Non-Disclosure Agreement W / UTPA

Hi Glorimar,

Can you please review the points made in the email below from Michael Garza and let me know if the language items of concern can be modified to facilitate the Health Department's signature.

Thanks

Suad

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**From:** Brenda Salazar <[brenda.salazar@hchd.org](mailto:brenda.salazar@hchd.org)>  
**Sent:** Monday, December 1, 2014 11:22 AM  
**To:** Suad Ghaddar

Cc: [mike.escaname@hchd.org](mailto:mike.escaname@hchd.org); [eddie.olivarez@hchd.org](mailto:eddie.olivarez@hchd.org)

Subject: FW: Request for Review - Non-Disclosure Agreement W / UTPA

Good morning, Dr. Ghaddar,

Please see response from Hidalgo County legal counsel regarding the non-disclosure agreement. Please forward to your legal counsel to make the appropriate changes and send back to me so the item may be placed on the Commissioners Court agenda for approval and signature by the County Judge.

Thank you!

Brenda G. Salazar

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From: Michael Garza [<mailto:michael.garza@da.co.hidalgo.tx.us>]

Sent: Monday, December 01, 2014 10:02 AM

To: 'Mike Escaname'

Cc: [eddie.olivarez@hchd.org](mailto:eddie.olivarez@hchd.org); 'Brenda Salazar'; 'Lauren Rabe'; 'josephine ramirez'

Subject: RE: Request for Review - Non-Disclosure Agreement W / UTPA

Mike,

Below are a few concerns/suggestions we have with the agreement. Please see if the University is amenable to these changes.

Paragraph 5:

- f. Information disclosed as required by law.
  - o Under the agreement, the county would have to provide prompt notice and assist fully in seeking a protective order or other assurance that confidential treatment will be accorded to the information, should university seek such assurances. The county usually does not agree to this type of provision. *Would you agree to "...Receiving Party shall provide prompt notice of such request to the University and shall cooperate fully in seeking a protective order or other assurance that confidential treatment will be accorded to the Confidential Information required to be disclosed, should to allow University seek a protective order. such order or assurance. In the event that such protective order or other remedy is not obtained, or that University waives compliance with the provisions hereof, Receiving Party and its employees and agents agree to furnish only that portion of the Confidential Information of University which is legally required to be furnished...."?*

Paragraph 9: breach or threatened breached by the county:

- The University is entitled to seek preliminary and final injunctions, enjoining and restraining the county for such breach or threatened breach or requiring specific performance even if monetary damages are available. The county usually does not agree to this type of provision. *Would you please let us know what specific part the statement above the County is not agreeing to? What is the standard language for the County's own NDAs?*

Paragraph 11: Entitlement to costs:

- If any mediation, litigation or other legal proceeding relating to this Agreement occurs, the prevailing party shall be entitled to recover from the other party (in addition to any other relief awarded/granted) its reasonable costs and expenses, including attorney's fees. The county usually does not agree to this type of provision. *Would you agree to: "the prevailing party, subject to the laws of the State of Texas, shall be entitled to recover from the other party (in addition to any other relief awarded/granted) its reasonable costs and expenses, including attorney's fees."?*

Paragraph 15: Limitations:

- The paragraph does not include the county as having constitutional and statutory limitations to enter into certain terms and conditions that are a part of the agreement. Recommend including language that the University agrees that the county is subject to certain constitutional and statutory limitations, and that the terms and conditions of the agreement are only binding on the county to the extent authorized by the laws and constitution of the State of Texas. **Agree. I can add the Receiving Party to the Statutory limitations as follows: "LIMITATIONS. RECEIVING PARTY AND UNIVERSITY AGREE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF ~~UNIVERSITY (A TEXAS STATE AGENCY)~~ THE PARTIES TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THE TEXAS PUBLIC INFORMATION ACT AS SET FORTH IN CHAPTER 552 OF THE TEXAS GOVERNMENT CODE. ACCORDINGLY, THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE ONLY BINDING ON ~~UNIVERSITY~~ THE PARTIES TO THE EXTENT ~~AUTHORIZED PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.~~ Receiving Party and University specifically agree that (i) neither the execution of this Agreement by ~~University~~ the Parties nor any other conduct, action or inaction of any representative of ~~University~~ the Parties relating to this Agreement constitutes or is intended to constitute a waiver of ~~University's~~ each Party or the state's sovereign immunity to suit and (ii) ~~University~~ the Parties have not waived its right to seek redress in the courts."**

Should you have any questions or concerns, please do not hesitate to contact me.

**Michael Garza**

*Assistant Criminal District Attorney*  
 County Affairs Section  
 Office of Criminal District Attorney  
 Hidalgo County, Texas  
 100 N Closner Rm 303  
 Edinburg, TX 78539  
 (956) 318-2313 ext. 3824  
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**From:** Mike Escaname [<mailto:miquel.escaname@hchd.org>]  
**Sent:** Tuesday, November 25, 2014 9:03 AM  
**To:** [josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)  
**Cc:** [eddie.olivarez@hchd.org](mailto:eddie.olivarez@hchd.org); Brenda Salazar; Lauren Rabe; [michael.garza@da.co.hidalgo.tx.us](mailto:michael.garza@da.co.hidalgo.tx.us)  
**Subject:** Request for Review - Non-Disclosure Agreement W / UTPA

Good morning Josephine / Michael:

I'm following up on an email / request that Lauren Rabe, (one of our Health Dept. employees) sent to Michael on 11/20/14. Lauren is out on medical leave and I am not aware if she has received a response from your office.

We had asked if you could review the attached document as we are presenting this to CC next Tuesday, (12/02/14).

Any information you can provide will be greatly appreciated.

Thanks,

*Mike Escaname*

**Budget Manager**  
**Hidalgo County Health & Human Services Dept.**  
**1304 S. 25<sup>th</sup> St**  
**Edinburg, Texas 78539**  
**Main Office - 956-383-6221**  
**Direct - 956-292-7000 ext. 7210**



----- Original Message -----

From: "Lauren Rabe" <[lauren.rabe@hchd.org](mailto:lauren.rabe@hchd.org)>

Sent: 11/20/2014 8:44:11 AM

To: [michael.garza@da.co.hidalgo.tx.us](mailto:michael.garza@da.co.hidalgo.tx.us)

Cc: "Mike Escaname" <[miguel.escaname@mail.hchd.org](mailto:miguel.escaname@mail.hchd.org)>, "Eddie Olivarez" <[eddie.olivarez@hchd.org](mailto:eddie.olivarez@hchd.org)>, "Brenda Salazar" <[brenda.salazar@mail.hchd.org](mailto:brenda.salazar@mail.hchd.org)>

Subject: FW: OLS Results: Non-Disclosure Agreement

Good Morning Michael,

We received the attached agreement from UTPA. This agreement reflects data that was collected by UTPA during Operation Lone Star 2014. Could you please review and let us know if we can proceed with putting it on the agenda for Commissioner's Court or if the legal wording needs to be modified. Also, could you advise on who would need to be signing this agreement.

Thank you and have a great day!

## Lauren Irma Rabe, MPA

Public Health Tech III  
Hidalgo County Health & Human Services Department

1304 S. 25<sup>th</sup> Avenue  
Edinburg, Texas 78539  
O: (956) 383-6221, ext. 7331  
F: (956) 318-2431

**From:** Brenda Salazar [<mailto:brenda.salazar@hchd.org>]  
**Sent:** Thursday, November 20, 2014 8:38 AM  
**To:** 'Mike Escaname'  
**Cc:** 'Eddie Olivarez'; 'Lauren Rabe'  
**Subject:** FW: OLS Results: Non-Disclosure Agreement

Good morning, Mike

Please see email below and place attachment on the agenda after legal review.

Let me know if I can assist in any way. Thank you!

Brenda G. Salazar  
Public Health Technician IV  
Hidalgo County Health & Human Services  
1304 S. 25th Ave.  
Edinburg, Texas 78542  
956-383-6221, Ext. 7343

-----Original Message-----

**From:** Suad Ghaddar [<mailto:sghaddar@utpa.edu>]  
**Sent:** Wednesday, November 19, 2014 7:06 PM  
**To:** [eddie.olivarez@hchd.org](mailto:eddie.olivarez@hchd.org)  
**Cc:** Glorimar Colon; John Ronnau; Lauren Rabe; [brenda.salazar@hchd.org](mailto:brenda.salazar@hchd.org)  
**Subject:** OLS Results: Non-Disclosure Agreement

Dear Mr. Olivarez,

I am writing to update you on the status of the results for data collected during Operation Lone Star this past August. Data entry has been completed and we are finalizing the summary report for you. As a result of a technical issue that our research team had with UTPA's Institutional Review Board, we are required to have a non-disclosure agreement between UTPA and the Hidalgo County Health Department. The agreement implies that the information shared through the report will be used for your internal program evaluation and assessment; unauthorized use includes publishing the report and releasing it through media outlets. The agreement is attached for your review and signature. Once

signed, please send it back via mail or email for routing within UTPA.

I apologize for this inconvenience. I do not anticipate that this issue will arise again during our ongoing partnership.

Feel free to contact me or Ms. Glorimar Colon, J.D., if you have any questions or need clarification on specific uses of the report.

Sincerely,

Suad

Suad Ghaddar, PhD  
Director  
South Texas Border Health Disparities Center  
ITT Bldg. Rm 1.404Q  
Tel (956) 665-7937; Fax (956) 665-7310  
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