

**AGREEMENT BETWEEN THE UNIVERSITY OF TEXAS HEALTH SCIENCE
CENTER AT SAN ANTONIO AND HIDALGO COUNTY**

This Agreement between the University of Texas Health Science Center at San Antonio and Hidalgo County (“Agreement”), effective on January 1, 2015 (“Effective Date”), is between The University of Texas Health Science Center at San Antonio (“UTHSCSA”) and Hidalgo County acting by and through the Hidalgo County Health Department as the operator of the John Austin Peña Primary Care and Substance Abuse Treatment Facility at 3341 E. Richardson Rd., Edinburg, TX 78542 (“Hidalgo County” or “Facility”) (collectively, the “Parties”).

WHEREAS, UTHSCSA is an institution of higher education as defined by Texas Education Code Section 61.003(8) and is located in Bexar County, Texas;

WHEREAS, Hidalgo County is a county in the State of Texas;

WHEREAS, Methodist Healthcare Ministries (“MHM”) has issued a grant to UTHSCSA for the purpose of establishing an Integrated Care Collaborative Unit (“ICCU”) and said grant will terminate on December 31, 2015;

WHEREAS, MHM issued the grant to UTHSCSA for administration until The University of Texas Rio Grande Valley School of Medicine (“UTRGV”) is fully operational on or around September 1, 2015;

WHEREAS, UTHSCSA and UTRGV (collectively the “UT Institutions”) shall provide integrated care to patients through the ICCU in cooperation with the Hidalgo County Health Department to combine the use of general medical care combined with the Screening Brief Intervention Treatment (“SBIRT”) with a tele-health clinical behavioral and addictions consultation service (“CBAC”) (collectively “the Program”) at Facility in accordance with the terms of the MHM grant;

WHEREAS, the goal of this combination is to improve access to treatment for adolescents with medical and concurrent psychiatric and addictive disorders, promote inclusion of child and adolescent psychiatry within the scope of the practice of primary care, and promote the rational utilization of scarce specialty resources for the most complex and high-risk adolescent population;

WHEREAS, the intent of this grant is to provide integrated care that improves the mental health outcomes of high-risk, high-acuity children and adolescents;

WHEREAS, the Parties recognize the need for improved and expanded combined medical, mental health and addiction services like those provided for under the MHM grant for the citizens of Hidalgo County;

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to collaborate for the provision of the described healthcare services as follows:

1) Program

- a. Facility agrees that use of the Facility will be provided without cost to the UT Institutions for the purpose of providing medical care integrated with mental health and addictions services to certain Hidalgo County patients.
- b. The UT Institutions agree that they will abide by the terms of the grant, provide the services described by the grant, and be responsible for the activities of the faculty, residents, and students providing services or participating in training at the Facility under the grant.
- c. Facility and the UT Institution representatives will design an educational experience with regard to the Program for residents and students utilizing the personnel, equipment, and facilities of Facility.
- d. The number of residents and students receiving clinical training at the Facility will be determined by the UT Institutions, with due consideration given to the Facility patients or clients available for participation in the Program.

2) **The UT Institutions' Obligations:** The UT Institutions and their students and/or personnel, where appropriate, shall:

- a. Assure that residents or students selected for participation in Program have satisfactorily completed all portions of the applicable curriculum that are a prerequisite for participation in the Program.
- b. Inform all faculty, residents, students, and other UT personnel participating in the Program that they are required to comply with the rules and regulations of Facility while on premises of Facility and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Facility.
- c. Provide evidence that UT Institution personnel assigned to the Facility have such licenses, permits or certificates as may be required by law and requested by the Facility.
- d. Follow Facility policies regarding authorization for access to confidential information and review of medical records.

3) **Facility Obligations:** Facility and its personnel, where appropriate, shall:

- a. Assign appropriate space on Facility premises for offices, lectures, and other non-experience-related activities of the Program.
- b. Provide desk, computer, internet connection, and phone connections.

- c. Assist the UT Institutions, as appropriate, with regulatory requirements related to the Facility.

4) General Provisions

- a. **Term.** This Agreement shall continue in effect until December 31, 2015 (“Term”), provided, however, either Party may terminate the Agreement by giving the other sixty (60) days prior written notice of its intention to terminate. This Agreement shall continue after the initial term if the MHM grant is renewed, or the UT Institutions receive additional funding from Hidalgo County or otherwise to continue the Program, or both Parties agree to its continuance, in which case the Parties shall agree to an additional term and this Agreement shall continue from year to year unless one Party gives the other sixty (60) days prior written notice of its intention to terminate the Agreement. If such notice is given, this Agreement shall terminate: (a) at the end of such sixty (60) days; or (b) when all residents or students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last.
- b. **Potential Assignment.** When UTRGV becomes fully operational on or about September 1, 2015, UTHSCSA shall transfer the grant, with the permission of MHM, to UTRGV and Facility agrees that this Agreement may be assigned to UTRGV. In that event, all references to UTHSCA shall be applicable only to UTRGV.
- c. **Independent Contractors.** Under no circumstances shall any resident, student or UT Institutions’ personnel be considered an agent or employee of Facility; they will be considered to be on the premises for the purpose of participating in the Program. Facility has no authority to dismiss UT Institutions’ personnel, residents, or students. However, Facility may make recommendations to and shall retain its full power to control the practice and operations of the Facility.
- d. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and no prior or contemporaneous agreements, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Agreement shall be effective unless reduced to writing and signed by an authorized representative of each Party.
- e. **Compliance.** The Parties will comply with applicable federal, state, and local laws, ordinances, and regulations in the performance of this Agreement including applicable safety regulations.
- f. **Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

g. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: Ramon Garcia
Hidalgo County Judge
302 W. University Drive
Edinburg, Texas 78539

With a copy to: Eduardo Olivarez
Chief Administrative Officer
Department of Health
Hidalgo County Courthouse
100 N. Closner
Edinburg, Texas 78539

If to UTHSCSA: Andrea M. Marks
Vice President and Chief Financial Officer
7703 Floyd Curl Drive
San Antonio, Texas 78229

With a copy to: Office of Legal Affairs
UTHSCSA
7703 Floyd Curl Drive
San Antonio, Texas 78229

If to UTRGV: Francisco Fernandez, M.D.
Dean, UTRGV School of Medicine
2102 Treasure Hills Blvd.
Harlingen, Texas 78550


With a copy to: Martin Baylor
UTPA Vice President for Business Affairs
1201 W University Dr.
Student Services Building, 5.104
Edinburg, Texas 78539

Each notice, demand, request, or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

- h. **Controlling Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.
- i. **Additional Documents.** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- j. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- k. **Authority to Execute.** The execution and performance of this Agreement by the UT Institutions and County have been duly authorized by all necessary laws, resolutions, or corporate action, and this Agreement constitutes the valid and enforceable obligations of the UT Institutions and County in accordance with its terms.
- l. **Performance of Governmental Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

By: 
Andrea Marks, MBA, CPA
Vice President and Chief Financial Officer

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

County Clerk

12.14.14