

**MEMORANDUM OF AGREEMENT BETWEEN
HIDALGO COUNTY AND THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT HOUSTON-BROWNSVILLE CAMPUS**

This Memorandum of Agreement is made (the Agreement) on this 2nd day of June 2015 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 Avenue, Edinburg, TX 78542, and **UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON** by and through its School of Public Health, (the Regional Academic Health Center in the Lower Rio Grande Valley) hereinafter referred to as “SPH-B”, located at One West University Blvd., Brownsville, TX 78520.

The aim of this Agreement is to establish an agreement for the use of office space and for cooperative efforts between both institutions in the field of chronic care and diabetes management.

I. PROVISION OF SERVICES

The COUNTY coordinates directly for health services to patients with chronic diseases from Hidalgo County, and therefore has information about the characteristics of patients who made benefit from chronic disease management services for their diabetes. The faculty at SPH-B has developed a comprehensive program in chronic care management/diabetes management through the 1115 waiver.

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

The participation of SPH-B in this initiative shall consist of the following:

1. Evaluate if patients are eligible for inclusion in the chronic care management program. If the patients are eligible, they will receive a variety of motivational, educational, case

management, and referral services. These services benefit the patients by helping them reduce elevated HbA1c levels.

- a. Provide HbA1C tests to determine participants' control of their diabetes.
- b. Provide program services free of charge to help participants control the disease.

The Chronic Care Management program will benefit patients with educational resources to assist them in controlling their HbA1C levels.

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

1. Provide office space for the Chronic Care Management team in one of their locations.
[Schedule A]
2. Provide SPH-B information on the patients thought to have high Random Blood Sugar (RBS) or Diabetic Screening Test (DST) level. Informing the patient very briefly about SPH-B Chronic Care Management program and requesting their authorization to have the SPH-B staff provide further details. Thereafter, SPH-B outreach worker will explain to the individual the program and invite them to participate.
3. Provide SPH-B relevant medical information on the consenting patient, after the patient has released the access to his/her information by signing the program consent form.
4. HbA1C collection will be taken from the consenting patient by SPH-B upon explanation of program at a scheduled time and place (outside Hidalgo County Premises) between the consenting patient and the SPH-B.

The SPH-B Chronic Care Management program will result in no 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 June 23, 2015 and end on September 30, 2016.

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. CONFIDENTIALITY

This collaborative work requires the mutual sharing of certain information made confidential by the Texas Health and Safety Code §181, including, reports, records, and information relating to chronic care management/diabetes management of HbA1c. This information is disclosed by COUNTY only to assist SPH-B faculty with the Chronic Care Management Program; in compliance with statutory duties under 45 C.F.R. Part 160, 45 C.F.R. Part 164, and Chapter 181 of the Health and Safety Code.

COUNTY requires that any individual who will view or handle the confidential information to comply with this confidentiality agreement, complete the Texas Department of State Health Services on line security training accessed at : <https://tx.train.org>. Therefore, COUNTY and SPH-B; agree that:

1. The confidential information shall be disclosed only for the purpose for which it was received.
2. The information shall be labeled as confidential.
3. The confidential information shall be kept securely.

4. The number of copies made of the confidential information or the notes taken from the confidential information that implicate the confidential nature of the information shall be controlled and all copies or notes that are not destroyed shall remain confidential and subject to the confidentiality agreement.
5. The confidential information shall not be re-disclosed to any other party or individual (other than the parties and individuals who have signed this agreement) for any purposes whatsoever.

V. NOTICES

All notices or other writing required under this Agreement shall be deemed to have 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
80 Fort Brown, SPH building
Brownsville, Texas 78520

TO: COUNTY

Hidalgo County Health Department
Attn: Mr. Eduardo Olivarez
1304 S 25th Avenue
Edinburg, Texas 78542

VI. 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.

VII. 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 undertaking of each of the parties to this Agreement shall be performed 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 on behalf of the
School of Public Health-Brownsville**

Kevin Dillon

Date: _____

HIDALGO COUNTY, TEXAS

Ramon Garcia, County Judge

Date: _____

ATTEST:

Arturo Guajardo, Hidalgo County Clerk

Date: _____

Approved as to form:
Office of Criminal District Attorney, Ricardo Rodriguez, Jr.

By: _____ Date: _____
Josephine Ramirez Solis, Assistant DA

SCHEDULE A

CLINIC LOCATION

Elsa Clinic
708 Edinburg Street
Elsa, Texas 78543

Pharr Clinic
300 W Hall Acres
Pharr, Texas 78577