

STATE OF TEXAS

COUNTY OF HIDALGO

INTERLOCAL COOPERATION CONTRACT

This Interlocal Cooperation Contract ("this Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

- I. **Contracting Parties:** University of Texas Health Science Center at Houston (UT Health), an agency of the State of Texas.

The Receiving Party: Hidalgo County, Texas (serving as the Anchor entity for the Regional Healthcare Partnership Region 5 which includes Hidalgo County, Willacy County, Cameron County and Starr County)

II. **Statement of Services to be Performed**

1. Organize meetings in the region (at least 2) with providers and other stakeholders to gather information necessary to report on the region's needs.
2. Gather and summarize assessment that has been conducted to determine any additional needs in Regional Healthcare Partnership 5 since DY 1.
3. Update the region's community needs assessment that was submitted with the original Regional Healthcare Partnership plan in 2012, to reflect major changes, including changes to the priority needs;
4. Document and report on the process used to update the region's community needs assessment including a description of the Regional Healthcare Partnership's process for soliciting community stakeholder feedback on the community needs assessment
5. Describe major activities conducted by the Regional Healthcare Partnership during this process
6. Describe data sources or resources/consultants used;
7. Describe any other information that the Anchor thinks is important to provide.
8. Describe the Regional Healthcare Partnership's community needs/priorities and how they changed from the original community needs assessment submitted with the original Regional Healthcare Partnership Plan in 2012. If the updated community needs assessment did not result in new community priorities, explain.
9. Submit updated community needs assessment to the Receiving Party.

III. **Obligation of Receiving Party**

Receiving Party shall pay Contracting Party when the updated community needs assessment has been submitted and approved by Health and Human Services Commission (HHSC). Payment will be based on fees listed on Exhibit A.

IV. **Contract Amount**

The total amount of this Contract shall not exceed \$200,000.00

V. **Payment of Services**

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party.

VI. Warranties

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 791, Texas Government Code; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract. Performing Party warrants that (1) it has the authority to perform the services under authority granted in Chapter 791, Texas Government Code; and (2) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

VII. **Term of the Contract.** This Agreement is effective as of the date fully executed by both parties ("Effective Date") and shall terminate on June 30, 2017.

VIII. **Termination.** In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of the Contract, the other party may terminate this Contract without cause upon thirty (30) days advance written notice of termination.

IX. Conflict with Applicable Law.

Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

X. **No 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.

XI. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in

connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

- XII. **Texas Law to Apply.** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
- XIII. **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: County of Hidalgo
Attention: Ramon Garcia, County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

If to University of Texas Health Science Center at Houston
(UTHealth) an agency of the State of Texas
Attention: Joseph McCormick, MD, MS
Belinda Reininger, Dr. PH
7000 Fannin
Houston, Texas 77030

With copy to: Health & Human Services Department
Attention: Eduardo Olivarez
1304 South 25th Avenue
Edinburg, Texas 78542

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.

- XIV. **Additional Documents.** The parties hereto covenant and agree that they will execute 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.

- XV. **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.
- XVI. **Assignment.** This Agreement shall not be assignable.
- XVII. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
- XVIII. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
- XIX. **Authority to Execute.** The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.
- XX. **Governmental Purpose.** 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.
- XXI. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

EXECUTED EFFECTIVE as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

RECEIVING PARTY

County of Hidalgo, Texas

Ramon Garcia, County Judge

Date: _____

ATTEST:

Arturo Guajardo, Jr. Hidalgo County Clerk

Date: _____

PERFORMING PARTY

**University of Texas Health Science Center at
Houston**

Joseph McCormick, MD, MS

Date: _____