

**AGREEMENT BETWEEN THE UNIVERSITY OF TEXAS
RIO GRANDE VALLEY AT EDINBURG, TEXAS AND HIDALGO COUNTY**

FILED
AT 3:30 O'CLOCK P.M.

APR 05 2016

ARTURO GUANIZO, JR., COUNTY CLERK
HIDALGO COUNTY TEXAS
DEPUTY

This Agreement effective on April 5, 2016 ("Effective Date"), is between The University of Texas Rio Grande Valley (UTRGV or UTRGV College of Health Affairs) and Hidalgo County acting by and through the Hidalgo County Health Department ("Hidalgo County") as the operator of the Hidalgo County Health Department Clinics ("Hidalgo County" or "Facility") (collectively, the "Parties").

WHEREAS, UTRGV is an institution of higher education as defined by Texas Education Code Section 61.003(8) and with operations in Hidalgo County, Texas;

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

WHEREAS, the Parties desire to improve Primary Health Care access to families of the Rio Grande Valley which can include assessing and referring adults and adolescents with psychiatric with mental or addictive illness to other health care providers, expanding and extending community project services to rural communities in Hidalgo County; promoting the rational utilization of scarce specialty resources for the most complex and high-risk population, as well as educating health care workers by providing a guided practical and educational experience for the students of the various health related UTRGV programs.

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

1. Program

- a. UTRGV, through its College of Health Affairs, will provide integrated primary care to patients and their families subject to and in accordance with the terms of the Nurse Education, Practice, Quality and Retention- Interprofessional Primary Care Practice (NEPQR-IPCP) Health Resources and Services Administration Grant (HRSA Grant) awarded to UTRGV as that grant may be amended from time to time.
- b. Hidalgo County agrees that use of the Facility will be provided without cost to the UTRGV for the purpose of providing medical care services referenced in 1.a. to Hidalgo County patients.
- c. Facility and UTRGV representatives will design an educational experience Program for College of Health Affairs students to obtain clinical experience pursuant to this collaboration between UTRGV and Facility.
- d. The number of students receiving clinical training at the Facilities will be determined by UTRGV with due consideration given to the Facility patients or clients available for participation in the Program.

2. The UTRGV Obligations: UTRGV will:

- a. Provide the services described by the HRSA Grant referenced in 1.a. above and be responsible for the activities of the faculty, and the College of Health Affairs students providing services or participating in training at the Facility. This care will include an

interprofessional team approach to assess, diagnose, plan, treat and evaluate individual clients/patients.

- b. Assure that students selected for participation in NEPQR-IPCP have satisfactorily completed all portions of the applicable curriculum that are a prerequisite for participation in the Program.
 - c. Inform all faculty, students, and other UTRGV personnel participating in the clinic/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.
 - d. Provide evidence that UTRGV personnel assigned to the Facility have such licenses, permits or certificates as may be required by law and requested by the Facility.
3. **Facility Obligations:** Facility and its personnel, where appropriate, will without cost to UTRGV:
- a. provide the use of an appropriate Facility for the purpose of UTRGV providing the services referenced in 1.a. to Hidalgo County patients; provide all maintenance of that Facility to keep it in good repair; provide any insurance(s); ensure that the facility meets all requirements of federal, state, and local laws for UTRGV to provide the services referenced in 1.a.; provide all utilities; and provide security.
 - b. Assign appropriate space on Facility premises for offices, lectures, and other non-experience-related activities of the Program.
 - c. Assist the UTRGV as appropriate, with regulatory requirements related to the Facility.

4. **General Provisions:**

- a. **Term.** This Agreement shall commence on January 01, 2016 and terminate on January 01, 2017. The Parties, by mutual consent, may extend the agreement for two (2) one (1) year terms. However, either of the Parties may terminate this Agreement without cause by providing no less than 60 days notice.
- b. **Independent Contractors.** Under no circumstances shall any student or UTRGV 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 NEPQR-IPCP. Facility has no authority to dismiss UTRGV personnel or students. However, Facility may make recommendations to and shall retain its full power to control the practice and operations of the Facility.
- c. **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.

- d. **Compliance.** The Parties will comply with applicable federal state, and local laws, ordinances, and regulations in the performance of this Agreement including applicable, confidentiality and safety laws and regulations.
- e. **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.
- f. **Liabilities.** This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither UTRGV nor Hidalgo County waive, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.
- 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 noticed delivered in accordance herewith:

If to County: Ramon Garcia
Hidalgo County Judge
100 E. Cano St. 2nd Floor
Edinburg, Texas 78539

With a copy to: Eduardo Olivarez
Chief Administrative Officer
Department of Health & Human Services
1304 S. 25th Ave.
Edinburg, Texas 78539

If to UTRGV Martin V. Baylor
EVP for Finance and Administration
1201 W. University Drive
Edinburg, Texas 78539

With a copy to: Office of Legal Affairs
UTRGV
1201 W. University Dr.
Edinburg, Texas 78539

and

Michael Lehker, Ph.D.
UTRGV College of Health Affairs
1201 W. University Dr.
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 UTRGV 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.
- m. **Commitment of Current Revenues.** In the event that during the 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 sixty (90) days written notice to the other party. Each of the parties hereto agrees 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. §271.903.

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

THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY AT EDINBURG

By: *Michael Lehker*
Michael Lehker, Dean

By: *Maria Songel for*
Martin V. Baylor, EVP for Finance and Administration

HIDALGO COUNTY, TEXAS

By: *Ramon Garcia*
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: *4/5/16*

ATTEST: COUNTY CLERK

By: *Arturo Guajardo Jr.*
Arturo Guajardo, Jr.

