

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO    §

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

This Memorandum of Agreement is made on this 19th Day of September, 2017 by and between HIDALGO COUNTY by and through its Department of Health and Human Services, here in after referred to as "**COUNTY**", with administrative offices located at 1304 S 25<sup>th</sup> Ave. Edinburg, Texas 78539 and **UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON by and through its School of Health Sciences**, (the Public Health Division of the Regional Academic Health Center of the Lower Rio Grande Valley) hereinafter referred to as "SPH-B", located at 80 Fort Brown , University of Texas Brownsville-RAHC Bldg, Brownsville, TX 78520.

The aim of this Agreement is to establish an agreement for the exchange of information and for cooperative research between both institutions in the field of reportable communicable diseases.

**I.       PROVISION OF SERVICES**

COUNTY coordinates directly for health services to patients with reportable communicable diseases from Hidalgo County, and therefore has information of the characteristics of the patients and access to data on the strain(s) of infectious agent that has infected them. The faculty at SPH-B has developed a comprehensive research program in infectious diseases.

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

**I. Evaluation of standard and new tests to detect early infection.** The aim of this collaboration is to evaluate laboratory assays that can help predict if an individual is in the early stages of active disease. The results will benefit the Mexican-American community that is vulnerable to contracting infectious diseases by:

A. Providing a tool can detect early infection, before the infection is spread to other individuals in the community; and

B. Providing an additional tool to complement the current standard methods of detection for infectious diseases.

2. Studies on the nature of the association between reportable communicable diseases and environmental, behavioral and health factors. These studies will benefit all patients with reportable diseases on the U.S.-Mexico border by providing information to the COUNTY, the public, and health providers. For each study, the SPH-8 Principal Investigator will forward a written narrative describing the study to the COUNTY Health Administrator who will assist in coordinating the study participation. The COUNTY, through the Health Administrator, may refuse to participate in a particular study at any time or halt data collection and participation at any time for any of these future studies.

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

1. Providing SPH-B researchers with information on the patients thought to be infected with a reportable communicable disease, as well as individual at high risk of contracting the infection . Informing the patient very briefly about the study, and requesting their authorization to have the SPH-8 outreach worker provide further details. Thereafter, SPH-B researchers will explain to the individual the study and

invite them to participate. If they voluntarily decide to do so, they will sign the informed consent and HIPAA forms approved by UT-SPH-8 Committee for the Protection of Human Subjects.

2. Provide SPH-8 researchers with retrospective and prospective data for analysis and publication on infectious disease trends in COUNTY.
3. Provide SPH-8 researchers with the relevant medical information on the Consenting Patient, after the patient has released the access to his information by signing the HIPAA form.
4. Specimen collection will be taken from the Consenting Patient based upon the nature of the disease. At a scheduled time and place between the Consenting Patient and the SPH-B researcher.

None of these studies will result in extra 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 September 19, 2017 and end on August 31, 2020.

## **III. COMPENSATION**

COUNTY will receive no reimbursement from SPH-8 for any services provided. SPH-B will receive no reimbursement from COUNTY for any services provided.

## **IV. NOTICES**

All notices or other writing required under this Agreement shall be deemed to have been made when sent by certified or registered mail, return receipt request, to the following address:

TO: SPH-B:  
Kevin Dillon  
Chief Operating Officer  
UTH-SPH-B Brownsville  
Campus 80 Fort Brown, SPH Bldg.  
Brownsville, Texas 78520

TO: COUNTY:  
Ramon Garcia  
Hidalgo County Judge  
100 East Cano  
Edinburg, Texas 78539

**V. 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.

**VI. LAW GOVERNING VENUE**

a. To the extent permitted by the Constitution and the laws of the State of Texas, UTHSCH- SPH- B shall indemnify and hold harmless Hidalgo County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against Hidalgo County arising out of, resulting from, or connected with acts or omissions by UTHSCH- SPH- B, its agents or employees, under this Agreement.

b. Neither Hidalgo County nor UTHSCH- SPH- B, via this agreement, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Government Code. The fact that Hidalgo County and UTHSCH- SPH- B have entered into this agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.

C. THSCH- SPH-B and Hidalgo County 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.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

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

THE UNIVERSITY OF TEXAS HEALTH  
SCIENCE CENTER AT HOUSTON

\_\_\_\_\_  
Carmen Martinez, Grants Director

\_\_\_\_\_  
Date

HIDALGO COUNTY, TEXAS

\_\_\_\_\_  
Ramon Garcia, County Judge

\_\_\_\_\_  
Date

Attest:

Arturo Guajardo Jr. County Clerk

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Approved as to Form By:

Office of Criminal District Attorney

Ricardo Rodriguez, Jr.

\_\_\_\_\_

Victor Garza,

Assistant District Attorney

Hidalgo County

\_\_\_\_\_  
Date