

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

THIS Agreement is made on this the 7 day of May, 2019 by and between THE SOUTH TEXAS COLLEGE – THE DIVISION OF NURSING AND ALLIED HEALTH, hereinafter referred to as the “South Texas College,” and the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as the “County” pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Gov’t Code 791.001 et seq., as follows:

WITNESSETH:

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

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

WHEREAS, County has clinical facilities which will serve to provide clinical education for students involved in the South Texas College -The Division of Nursing and Allied Health Program; and

WHEREAS, County will assist in the advancement of medical clinical education and in serving the public purpose of advancing health and safety of the Hidalgo County community as the students are supporting medical clinical services at the County based clinics and benefit the community’s growing medical services field; and

WHEREAS, the parties recognize the public health clinical medical education as an appropriate achievement of educational goals; and

WHEREAS, be it understood that the South Texas College, as the Sponsoring Institution of the training program, continues to have administrative responsibility for the students and is responsible for ensuring the achievement of educational goals by students participating in on-site activities at County in accordance with the Texas Higher Education Coordinating Board (THECB), Texas Board of Nursing and the Texas Nursing Practice Act; and

WHEREAS, South Texas College and its participating parties shall comply state, federal, and local laws, including but not limited to County policies and procedures, personnel policy and rules; and

WHEREAS, during such public health clinical education and training, it may be necessary to immunize or treat a large number of people in the area served by the County Public Health Department; and

WHEREAS, Mass Medical Readiness for public health response services can be exercised if necessary with the support of the South Texas College students; to include Drills, Table-Top Exercises, and/or Full Scale Exercises such as: Operation Lone Star; and

WHEREAS, the South Texas College and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with institutions of higher education to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, the South Texas College and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The South Texas College Division of Nursing and Allied Health will provide students in patient care training programs the opportunity to participate in on-site educational activities, clinical services, trainings, exercises, and drills which are conducive to the educational competency areas.
2. South Texas College students shall cooperate in the participation of observing and learning clinical documentation of all examinations, clinical procedures and other clinical services provided at County clinics and or facilities in accordance with local regulations and bylaws. The ownership and right of control of all reports, records and supporting documents observed and/or prepared in connection with this will belong to Hidalgo County.
3. House Bill (HB) 300 and the Health Insurance Portability and Accountability Act law sets rules and limitations on who can view and receive an individual's personal information whether it is verbal, electronic, or written. HB 300 and HIPAA will be enforced at all times and South Texas College will be subject to compliance at all times.
4. South Texas College shall provide professional liability indemnity coverage for its salaried supervisor(s) rendering services under this Agreement and shall require the students to possess professional liability insurance.
5. County shall provide adequate parking and work space, and shall take reasonable steps to ensure the safety of the students during assignments.
6. The provisions of the Mass Medical Readiness portion of this Agreement shall go into effect upon declaration of an emergency, and only if the Chief Administrative Officer of the County Public Health Department or the Commissioner of Health of the Texas Department of State Health Services declare that a large-scale immunization or treatment is necessary as a control measure for an outbreak of a communicable disease and only if classes at the South Texas College are disrupted or have been cancelled.
7. County agrees to supply all materials provided by Strategic National Stockpile (SNS) (vaccines, antibiotics, antitoxins, antivirals, syringes, etc.) and forms necessary to administer during an emergency.

8. County shall be responsible for the disposal of medical waste.
9. County agrees to provide preparedness and response training at no cost to the South Texas College.
10. South Texas College agrees to participate in exercises, drills, and emergencies.
11. In a non-emergency declaration, the South Texas College may support the provision of medical services (injections, administer prophylaxis, provide medical care instructions) or non-medical services (assist with administrative duties such as registering patients, data entry, etc.). Just-In-Time training will be provided to the South Texas College by County.
12. South Texas College agrees to assist County with no expectancy of fiscal exchange.
13. The parties understand and agree that in the event of mass medical response, under this Interlocal Cooperation Agreement it will be related to Homeland Security, as it is defined in Local Government Code Section 421.001 and South Texas College with any or all related administrators, instructors, professors, and/or fellows (trainees) and students shall be immune from civil liability for any act or omission resulting in death, damage or injury while acting in good faith and in the course and scope of its function to provide a service related to a Homeland Security Activity as defined in accordance with Government Code Section 421.062.
14. For purposes of this Agreement and in accordance with Government Code Section 421.062, "Homeland Security Activity" means any activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency.
15. **Term.** This Agreement becomes effective as of the day and year first written above and shall be effective, unless earlier terminated pursuant to its terms, for a period of three (3) years, and may be renewed for a period of two (2) additional one (1) year terms by written amendment signed by both parties. However, either party may terminate this Agreement for any reason, or no reason, upon thirty (30) days prior written notice to the other party of its intent to terminate provided that all South Texas College students participating in the program at the time of notice of termination or who are already scheduled to participate shall be given the opportunity to complete their rotation or previously scheduled assignment.
16. **Conflict of 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 provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

17. **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.
18. **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 the South Texas College and County, and not otherwise.
19. **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 South Texas College:

South Texas College
Division of Nursing and Allied Health
Attention: Jayson T. Valerio
NAH Building B, Rm. 4.303
1101 East Vermont
McAllen, Texas 78503

If to County:

Hidalgo County
Attention: Richard Cortez, County Judge
100 East Cano St. 2nd Floor
Edinburg, TX 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.

20. **Texas Law To Apply.** To the extent authorized by the Constitution and the laws of the State of Texas, South Texas College 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 South Texas College, its agents or employees, under this Agreement.

21. **Immunities.** Neither Hidalgo County nor South Texas College, 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 South Texas College 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.
22. **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.
23. **Assignment.** This Agreement shall not be assignable.
24. **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 or paragraph hereof.
25. **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 as often as may be appropriate.
26. **Authority to Execute.** The execution and performance of this Agreement by South Texas College and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of South Texas College and County in accordance with its terms.
27. **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.
28. **Liabilities.** This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither South Texas College nor 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.
29. **Additional Documents.** The Parties agree that they will abide by the Business Associate Addendum and use reasonable, good faith efforts to 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.

30. **Non-Discrimination.** The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or South Texas College and/or County policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.

31. **Commitment of Current Revenues.** 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.

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

THE SOUTH TEXAS COLLEGE

By:

Dr. Shirley A. Reed, President

HIDALGO COUNTY, TEXAS

By:

Richard Cortez, County Judge

ATTEST:

By:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By:

Victor M. Garza, Assistant District Attorney