

UTRGV Contract #

FILED
AT 11:00 O'CLOCK A M
AUG 16 2018
ARTURO GUAJARDO, JR. COUNTY CLERK HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

STATE OF TEXAS §
 §
 COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
 COUNTY OF HIDALGO AND THE UNIVERSITY OF TEXAS RIO GRANDE
 VALLEY PREVENTATIVE MEDICINE RESIDENCY PROGRAM**

THIS Agreement is made on this the 1st day of September, 2018 by and between The University of Texas Rio Grande Valley, Preventive Medicine Residency Program hereinafter referred to as the "University," and Hidalgo County Health and Human Services Department 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 University is an institution of higher education as defined by Texas Education Code Section 61.003(8) and is located in Hidalgo County, Texas;

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

WHEREAS, County has clinical facilities which will serve to provide clinical education for medical residents or fellows (trainees) involved in the University Graduate Medical Education;

WHEREAS, County will assist in the advancement of medical education and in serving the public purpose of advancing health and safety of the Hidalgo County community as the Graduate Medical Education residents and / or fellows (trainees) are offering medical services at the County based clinics and benefit the community's growing medical services field.

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

WHEREAS, be it understood that University, as the Sponsoring Institution of the training program, continues to have administrative responsibility for the residents and/ or fellows (trainees), and is responsible for ensuring the achievement of educational goals and provision of appropriate on-site trainee supervision at County in accordance with the Accreditation Council for Graduate Medical Education;

WHEREAS, County will maintain the right to enforce the County Civil Service Rules with all University participating parties;

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;

WHEREAS, Mass Medical Readiness for public health response services can be exercised if necessary with the support of the University Graduate Medical Education residents and / or fellows (trainees); to include Drills, Table-Top Exercises, and/or Full Scale Exercises such as: Operation Lone Star.

WHEREAS, the University 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 University and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The University faculty must provide appropriate supervision of residents and / or fellows (trainees) in patient care activities and maintain a learning environment conducive to educating the trainees in the Accreditation Council for Graduate Medical Education ("ACGME") competency areas. The University faculty must evaluate resident performance in a timely manner during each rotation or similar educational assignment and document this evaluation at completion of the program.
2. University faculty and residents and / or fellows (trainees) shall maintain County clinical appointments and privileges in good standing.
3. University residents and / or fellows (trainees) shall cooperate in the prompt preparation of documentation of all examinations, procedures and other clinical services performed by them at County clinics, if any, as instructed by the University -Preventative Medicine Program Director in accordance with local regulations and bylaws. The ownership and right of control of all reports, records and supporting documents prepared in connection with this belong to the Hidalgo County.
4. Texas House Bill 300 & the Health Insurance Portability and Accountability Act law sets rules and limitations on who can view, receive, and use an individual's personal information whether it is verbal, electronic, or written. HB 300 & HIPAA will be enforced at all times and University will be subject to compliance at all times.
5. In the event of injury, University shall maintain worker's compensation coverage for residents and / or fellows (trainees). In the event of a needle-stick or other exposure to potential blood-borne pathogens, the resident and / or fellow (trainee) will have access to medical evaluation and post-exposure prophylaxis through University's policies.

6. The source of funds for the residents and / or fellows (trainees) salary shall be specified in his or her contract with University. University shall provide professional liability indemnity coverage under a self-insurance plan for its salaried residents and / or fellows (trainees) rendering services under this Agreement.
7. County shall provide adequate parking and work space, shall take reasonable steps to ensure the safety of the residents and / or fellows (trainees) during assignments.
8. 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 University are disrupted or have been cancelled.
9. 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.
10. County shall be responsible for the disposal of medical waste.
11. County agrees to provide preparedness and response training at no cost to the University.
12. University agrees to participate in exercises, drills, and emergencies.
13. In a non-emergency declaration the University may provide 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 University by County.
14. University agrees to assist County with no expectancy of fiscal exchange.
15. 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 University with any or all related administrators, instructors, professors, residents 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.
16. 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.

17. **Term.** This Agreement becomes effective as of the day and year first written above. Either party may cancel it by giving thirty (30) days' notice to the other party; otherwise it remains in effect for three (3) years and may be renewed for three (3) extensions of one (1) year each by written amendment signed by both parties. Any notice or communication required or permitted shall be given in writing.
18. **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.
19. **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.
20. **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 University and County, and not otherwise.
21. **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 University: The University of Texas-Rio Grande Valley
 Attention: Michael A. Patriarca, MBA
 Executive Vice Dean, Finance and Administration,
 School of Medicine
 1201 W. University Drive
 Edinburg, TX 78539

If to County: Hidalgo County
 Attention: Ramon Garcia, 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.

22. **Texas Law To Apply.** To the extent authorized by the Constitution and the laws of the State of Texas, University 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 University, its agents or employees, under this Agreement.
23. **Immunities.** Neither Hidalgo County nor University, 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 University 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.
24. **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.
25. **Assignment.** This Agreement shall not be assignable.
26. **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.
27. **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.
28. **Authority to Execute.** The execution and performance of this Agreement by University and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of University and County in accordance with its terms.
29. **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.

30. **Commitment of Current Revenues.** In the event that during any term hereof, the governing body of any party does not appropriate or receive sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) 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.

31. **Additional Documents.** The Parties agree that they will use reasonable, good faith efforts to 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.

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

**THE UNIVERSITY OF TEXAS
RIO GRANDE VALLEY**

By:

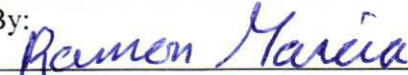


Michael A. Patriarca, MBA
Executive Vice Dean, Finance and
Administration, School of Medicine
Senior Associate VP, Health Affairs



HIDALGO COUNTY, TEXAS

By:



Ramon Garcia, County Judge

ATTEST:

By:

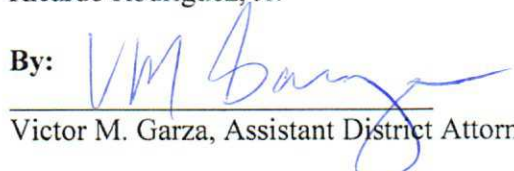

Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 8/14/18 

APPROVED AS TO FORM:

Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By:


Victor M. Garza, Assistant District Attorney