

**CONTRACT TRAINING AGREEMENT**  
**South Texas College**

This **Contract Training Agreement** (“Agreement”) is made and entered into as of the 30<sup>th</sup> day of July, 2019 (the “Effective Date”) and is by and between **SOUTH TEXAS COLLEGE (STC)**, an institution of higher education authorized by the laws and Constitution of the State of Texas, and **HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT (AGENCY)**, a department of the County of Hidalgo in Texas.

**WHEREAS**, the Agency requires training and educational services, as more fully described in **Attachment “A,”** and STC has the expertise, resources, personnel, and experience required to provide such services;

**WHEREAS**, this Agreement is of mutual interest and benefit to STC and the Agency;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the Agency and STC (sometimes collectively referred to herein as the “Parties”) agree as follows:

1. Services and Fees

a. During the term of this Agreement, STC shall provide training services to the Agency as set forth in **Attachment “A”** (the “Services”) which is incorporated herein by reference. The Services may be modified, reduced or expanded with the advance written consent of the Parties. If there is any conflict between the terms and conditions of the Services described in **Attachment “A”** and those contained in the body of this Agreement, the terms of the Agreement shall control.

b. The Agency shall pay STC for the Services in accordance with the terms and conditions set forth in **Attachment “A.”**

2. STC’s Responsibilities and Representations

a. STC represents that all persons connected with STC who are directly in charge of providing the Services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.

b. STC represents that to the best of its actual knowledge, as a result of providing the Services, there are no conflicts of interest between the Agency and any other person or entity for whom STC is providing or has provided training services. If, during the course of this Agreement, STC becomes aware of facts that constitute or may reasonably lead to a conflict of interest, STC shall promptly notify the Agency.

c. Except as may be expressly set forth in **Attachment “A,”** STC represents that its performance does not depend on the acquisition of rights from any third party and that the

conveyance of any deliverables described as part of the Services will not knowingly infringe on the intellectual property rights of any third party.

d. STC shall: i) designate an administrator to oversee and administer STC's performance of the Services; ii) provide one or more qualified trainers, training materials and equipment appropriate for the Services; iii) assume full responsibility for complying with the requirements of the U.S. Copyright Act with respect to any training materials provided by STC in connection with providing the Services; iv) ensure that any facilities that will be used for the Services will be open and ready for use on the date(s) and time(s) specified for the Services, if the Services will take place at STC; and v) provide certificates of completion for the participants who complete the training requirements as outlined in the Services.

### 3. Agency's Responsibilities and Representations

a. The Agency shall: i) designate a contact person to communicate with STC about any specific requirements of the training program for which the Services are being provided and in connection with general planning and coordination; ii) refrain from copying, reproducing, creating derivative works, publishing, or further distributing any training materials provided by STC; and iii) make all required payments to STC within 30 days of receipt of the invoice.

b. If the Agency fails to make any payment as required by this Agreement, the Agency agrees to indemnify STC for all costs and expenses incurred by STC in its efforts to collect all amounts due including, but not limited to, court filing fees, litigation expenses, attorneys' fees, and any bank fees.

### 4. Default and Termination

a. If a party breaches this Agreement, the other party may, so long as such party has not caused the breach, terminate this Agreement upon ten (10) days written notice describing the details of the breach. The termination shall, however, not be effective if the breach is fully cured prior to the end of the ten-day period.

b. STC may for any reason, or no reason, terminate this Agreement at any time upon giving thirty (30) days advance written notice to the Agency. If STC terminates this Agreement for convenience, it shall have no liability to the Agency of any kind other than refunding any sums paid by the Agency for any services that were not performed.

c. The Agency acknowledges and agrees that by providing the Services, STC is not making any representation or warranty concerning the Agency's future performance or success and that STC is not responsible in any way for the operation of the Agency's business.

d. If STC breaches its obligations under this Agreement, the Agency's sole and exclusive remedy will be limited to, at STC's option, the correction or replacement of any of the Services or to the repayment of the portion of the compensation paid by the Agency corresponding to the non-conforming Services. STC shall not be liable to the Agency for any other damages, either special, direct, indirect, incidental, consequential or otherwise, and in no event shall the liability of STC exceed the total amount paid by the Agency under this Agreement.

e. Neither party will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character.

#### 5. Miscellaneous

a. The relationship created by this Agreement shall be that of independent contractor. Nothing in this Agreement shall be read to make the employees or agents of either party an employee or an agent of the other.

b. This Agreement constitutes all representations, oral and written, of the work to be performed, replaces all previous agreements, and constitutes the entire agreement between the Parties; this Agreement may be modified only in writing, signed by each party, after reasonable notice.

c. The Agency agrees that STC may use the Agency's business name in the promotion of training services.

d. As a public community college of the state of Texas, STC is immune from actions in tort, except those arising from the use of a motor vehicle. Nothing in this Agreement shall be interpreted to constitute a waiver of this immunity by STC or an agreement by the Parties to indemnify or hold each other harmless except as provided for in Section 3.b.

e. This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, successors, representatives, and assigns of the Parties, as the case may be.

f. STC, as part of an institution of higher education and recipient of federal and state funding, is subject to federal and state civil rights laws and regulations prohibiting it from discriminating on the basis of race, ethnicity, gender, creed, age, disability or Veterans status in any program or activity of STC. This Agreement, and the Services offered pursuant to this Agreement, are subject to the provisions of those laws and regulations, and the Agency agrees that it will cooperate in any civil rights investigation conducted by STC or any external agency regarding the Services or STC's performance of this Agreement.

g. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas. Each party submits to the exclusive jurisdiction of the courts located in Hidalgo County, Texas for the purpose of any action or proceeding brought by either of them in connection with this Agreement or any alleged breach thereof.

h. Neither party shall assign its rights or obligations hereunder without the prior written consent of the other party. STC shall not subcontract, either directly or indirectly, any of its responsibilities hereunder without the prior written consent of the Agency.

i. 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 any provision of this 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 later 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.

j. No Waiver. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

k. Governmental Purpose. Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

l. Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of either party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon forty-five (45) days written notice to the other without penalty. 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.

m. Non-Boycott of Israel – STC certifies that it does not and will not boycott Israel during the term of this Agreement.

n. Non-Engagement with Terrorist Countries – STC certifies that all of its business relationships are within the United States of America and has not nor will ever engage in any business with Iran, Sudan or a foreign terrorist organization identified by the Office of the Texas Comptroller.

o. NON-DISCRIMINATION. This Agreement 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 County and STC policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.

p. APPENDIX II TO CFR 200-CONTRACT PROVISIONS. Pursuant to 2 CFR 200.326, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.

q. ADDITIONAL DOCUMENTS. In addition to the acts recited in this Agreement to be performed by the parties, the parties hereto agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

r. AUTHORITY TO EXECUTE. The execution and performance of this Agreement by STC and County have been duly authorized by all necessary laws, resolutions, and corporate actions.

This Agreement constitutes the valid and enforceable obligations of STC and County in accordance with its terms.

**IN WITNESS WHEREOF**, South Texas College and the Agency have executed and delivered this Agreement as of the date first above written.

**(STC) SOUTH TEXAS COLLEGE:**

**(AGENCY) Hidalgo County Health & Human Services Department:**

By: \_\_\_\_\_  
Dr. Shirley A. Reed  
President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Olivia de la Rosa  
Director

**Type of Funding:** Federal \_\_ (if Federal funds, CFDA \_\_\_\_\_); State \_\_; Local \_\_; Private \_\_

Upon the execution of this Agreement, please return both copies in the envelope provided for your convenience. When all signatures are obtained, one fully executed original will be returned for your records. Please mail to:

South Texas College  
Department of Continuing Education  
Attn. Olivia de la Rosa, Director  
2621 W. Pecan Blvd.  
McAllen, TX 78501  
Phone (956) 872-3856  
Fax (956) 872-6753

**ATTACHMENT A**  
**SERVICES AND COSTS**

South Texas College will provide 2 hours of HB 300 and HIPAA for Hidalgo County Health and Human Services Dept. employees.

Program Title:	HB 300 and HIPAA
Course No./Name:	1C3 0169
Total No. of Hours:	2
Administrator Responsible:	Elias Hernandez
Agency Contact:	Mike Escaname, Budget Manager
Agency Billing:	Hidalgo County Health & Human Service Dept 1304 S. 25 <sup>th</sup> St Edinburg, TX 78539 (956) 292-7000 ext 7210
Dates:	September 1, 2019 – August 31, 2020 (sessions will be conducted as needed)
Time:	TBD
Program Length:	2 hours
Location:	STC
Minimum and Maximum Participants:	3 minimum
Tuition:	\$30.80 per participant
Processing Fee:	\$4.62 per participant
Total per Participant:	\$35.42 per participant
<b>Total Due:</b>	<b>\$106.26 for 3 participants</b>

The minimum cost per group for three or fewer students shall remain at \$106.26 as the recovery cost. Additional participants will be charged at the rate of \$35.42 per participant.