

713.500.3268
713.500.3275 fax

To: Christina Villareal
Subject: Facility Use Agent

- per our conversation
- for your information
- for your approval
- for your signature
- for your comments
- per your request
- for handling
- for distribution
- for your file
- for discussion
- per my/your email
- please return
- returning
- no need to return

*Please find the executed
agreements.*

- ① Facility Use Agent
- ② MOA - Hidalgo Cty.

From: Jake Johnson
Date: 5/13/15

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

This Memorandum of Agreement is made (the Agreement) on this 2nd day of June 2015 by and between **HIDALGO COUNTY** by and through its Department of Health and Human Services, hereinafter referred to as "COUNTY", with administrative offices located at 1304 S 25th Avenue, Edinburg, TX 78542, and **UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON** by and through its School of Public Health, (the Regional Academic Health Center in the Lower Rio Grande Valley) hereinafter referred to as "SPH-B", located at One West University Blvd., Brownsville, TX 78520.

The aim of this Agreement is to establish an agreement for the use of office space and for cooperative efforts between both institutions in the field of chronic care and diabetes management.

I. PROVISION OF SERVICES

The COUNTY coordinates directly for health services to patients with chronic diseases from Hidalgo County, and therefore has information about the characteristics of patients who made benefit from chronic disease management services for their diabetes. The faculty at SPH-B has developed a comprehensive program in chronic care management/diabetes management through the 1115 waiver.

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

The participation of SPH-B in this initiative shall consist of the following:

1. Evaluate if patients are eligible for inclusion in the chronic care management program. If the patients are eligible, they will receive a variety of motivational, educational, case

management, and referral services. These services benefit the patients by helping them reduce elevated HbA1c levels.

- a. Provide HbA1C tests to determine participants' control of their diabetes.
- b. Provide program services free of charge to help participants control the disease.

The Chronic Care Management program will benefit patients with educational resources to assist them in controlling their HbA1C levels.

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

1. Provide office space for the Chronic Care Management team in one of their locations.
[Schedule A]
2. Provide SPH-B information on the patients thought to have high Random Blood Sugar (RBS) or Diabetic Screening Test (DST) level. Informing the patient very briefly about SPH-B Chronic Care Management program and requesting their authorization to have the SPH-B staff provide further details. Thereafter, SPH-B outreach worker will explain to the individual the program and invite them to participate.
3. Provide SPH-B relevant medical information on the consenting patient, after the patient has released the access to his/her information by signing the program consent form.
4. HbA1C collection will be taken from the consenting patient by SPH-B upon explanation of program at a scheduled time and place (outside Hidalgo County Premises) between the consenting patient and the SPH-B.

The SPH-B Chronic Care Management program will result in no 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 June 23, 2015 and end on September 30, 2016.

III. COMPENSATION

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

IV. CONFIDENTIALITY

This collaborative work requires the mutual sharing of certain information made confidential by the Texas Health and Safety Code §181, including, reports, records, and information relating to chronic care management/diabetes management of HbA1c. This information is disclosed by COUNTY only to assist SPH-B faculty with the Chronic Care Management Program; in compliance with statutory duties under 45 C.F.R. Part 160, 45 C.F.R. Part 164, and Chapter 181 of the Health and Safety Code.

COUNTY requires that any individual who will view or handle the confidential information to comply with this confidentiality agreement, complete the Texas Department of State Health Services on line security training accessed at : <https://tx.train.org>. Therefore, COUNTY and SPH-B; agree that:

1. The confidential information shall be disclosed only for the purpose for which it was received.
2. The information shall be labeled as confidential.
3. The confidential information shall be kept securely.

4. The number of copies made of the confidential information or the notes taken from the confidential information that implicate the confidential nature of the information shall be controlled and all copies or notes that are not destroyed shall remain confidential and subject to the confidentiality agreement.
5. The confidential information shall not be re-disclosed to any other party or individual (other than the parties and individuals who have signed this agreement) for any purposes whatsoever.

V. NOTICES

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

TO: SPH-B:

Joseph B. McCormick, MD
Regional Dean
UTH-SPH-B-Brownsville Campus
80 Fort Brown, SPH building
Brownsville, Texas 78520

TO: COUNTY

Hidalgo County Health Department
Attn: Mr. Eduardo Olivarez
1304 S 25th Avenue
Edinburg, Texas 78542

VI. 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.

VII. LAW GOVERNING VENUE

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

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

**THE UNIVERSITY OF HEALTH SCIENCE
CENTER AT HOUSTON on behalf of the
School of Public Health-Brownsville**

T. Kevin Dillon

Kevin Dillon

Date: 7/6/15

HIDALGO COUNTY, TEXAS

Ramon Garcia

Ramon Garcia, County Judge

Date: 6/23/15

ATTEST:

Arturo Guajardo Jr

Arturo Guajardo, Hidalgo County Clerk

Date: 6/29/15

Approved as to form:
Office of Criminal District Attorney, Ricardo Rodriguez, Jr.

By: *JCR* Date: 6/23/15
Josephine Ramirez Sells, Assistant DA

APPROVED BY
COMMISSIONERS' COURT
ON: 6/23/15

SCHEDULE A

CLINIC LOCATION

Elsa Clinic
708 Edinburg Street
Elsa, Texas 78543

Pharr Clinic
300 W Hall Acres
Pharr, Texas 78577

Ratification of Agreement

This is to ratify the Memorandum of Agreement attached as Exhibit 1 ("Exhibit 1") entered into this _____ day of April 2015. The parties signed Exhibit 1, attached hereto and incorporated herein as Exhibit 1, on July 17, 2012, and hereby ratify it in its entirety, having had sufficient time after the fact to wish to make this declaration in support of Exhibit 1 in its totality.

1. Notices.

Any notice required by this Ratification of Agreement (the "Agreement") or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized overnight delivery service such as FedEx.

If to the First Party:

Joseph B. McCormick, MD, Regional Dean
UTH SPH-B-Brownsville Campus
80 Fort Brown, SPH Building
Brownsville, Texas 78520.

If to the Second Party:

Hidalgo County Health Department
Attn: Mr. Edward Olivarez
1304 S. 25th Street
Edinburg, Texas 78539.

2. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

3. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

4. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of Texas and any dispute under this Agreement must be brought in this venue and no other.

5. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

6. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

This Agreement shall not be effective until signed by both parties.

The University of Texas Health Science Center
at Houston on behalf of the Brownsville Campus

Hidalgo County Health Department


Authorized Signature

Authorized Signature

Kevin Dillon

Printed or Typed Name

Printed or Typed Name

Title: Senior EVP and CFO

Title: _____

Date: 4/13/15

Date: _____

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 17th day of July 2012 by and between **HIDALGO COUNTY** by and through its Department of Health and Human Services, hereinafter referred to as "COUNTY", with administrative offices located at 1304 S 25th, Edinburg, TX 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

The 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:

1. 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-B 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 individuals at high risk of contracting the infection. Informing the patient very briefly about the study, and requesting their authorization to have the SPH-B 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-B Committee for the Protection of Human Subjects.

2. Provide SPH-B researchers with retrospective and prospective data for analysis and publication on infectious disease trends in COUNTY.
3. Provide SPH-B 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 01, 2012 and end on August 31, 2017.

III. COMPENSATION

COUNTY will receive no reimbursement from SPH-B 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:
Joseph B. McCormick, MD
Regional Dean
UTH- SPH-B-Brownsville Campus
80 Fort Brown, SPH building
Brownsville, Texas 78520

TO COUNTY:
Hidalgo County Health Department
Attn: Mr. Eduardo Olivarez
1304 S 25th
Edinburg, Texas 78539

V. TERMINATION

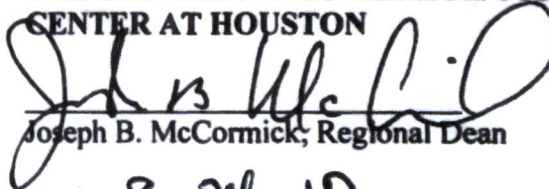
This Agreement may be terminated by either party by giving thirty (30) days written notice via certified mail, return receipt requested to the other party hereto of the intention to terminate.

VI. LAW GOVERNING VENUE

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 HEALTH SCIENCE
CENTER AT HOUSTON**


Joseph B. McCormick, Regional Dean

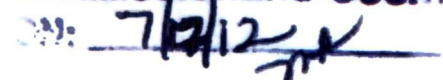
Date: 8-24-12

HIDALGO COUNTY, TEXAS

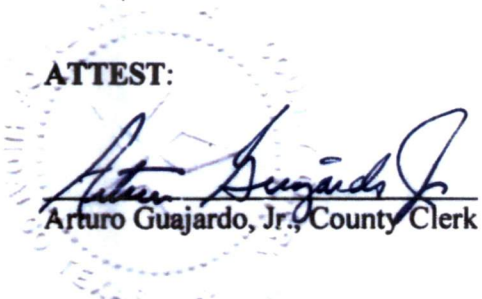

Ramon Garcia, County Judge

Date: 8-29-12


**APPROVED BY
COMMISSIONERS COURT**


Date: 7/2/12

ATTEST:

A circular official seal is partially visible behind the signature. The signature is in cursive and reads "Arturo Guajardo, Jr.". Below the signature is a horizontal line, and underneath that line, the text "Arturo Guajardo, Jr., County Clerk" is printed in a serif font.

APPROVED AS TO FORM:

By: 
Josephine Ramirez Solis
Assistant District Attorney
Hidalgo County

AI-33067

Health & Human Services Dept. 8. C.

CC REGULAR

Meeting Date: 07/17/2012

Department Head: Eddie Olivarez

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting authorization to renew the Memorandum of Agreement between Hidalgo County Health & Human Services Dept. and the University of Texas Health Science Center at Houston. 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. The term of this Agreement will begin September 1, 2012 and end on August 31, 2017.

BACKGROUND

Current MOA was approved by CC through AI-19516 on 01/26/2010.

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: N/A

FUNDS AVAILABLE Y/N?: N/A

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

No budgetary impact.

Attachments

MOA

Legal Approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/29/2012 02:58 PM
Manuel Chapa	Manuel Chapa	07/02/2012 04:19 PM
Purchasing Department	Monica Badillo	07/13/2012 05:50 PM
Form Started By: Mike Escaname		Started On: 06/29/2012 02:40 PM
	Final Approval Date: 07/13/2012	

April 14, 2015

Ms. Christina Villarreal
Administrative Service Officer II
University of Texas School of Public Health
Brownsville Regional Campus
80 Fort Brown, S2.330E
Brownsville, Texas 78520

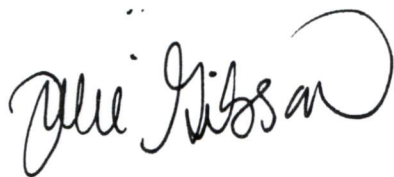
Re: Ratification of Agreement,

Dear Ms. Villarreal:

Please find enclosed one original of the above referenced Agreement which have been executed by The University of Texas Health Science Center at Houston. After signing, please return a copy to me.

Please do not hesitate to contact me concerning this matter.

Sincerely,



Julie S. Gibson, J.D., M.H.A.

Attachments