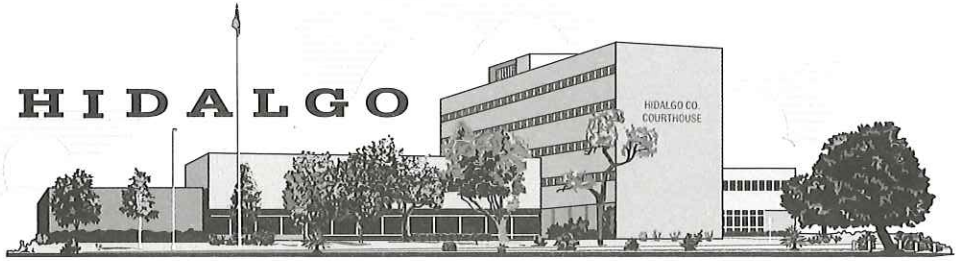


COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

December 21, 2020

The Honorable Richard Cortez, Hidalgo County Judge
The Honorable David Fuentes, Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Ellie Torres, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose.

I, Maria A. Duran, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from the intergovernmental contract between Hidalgo County and The University of Texas Health Science Center at Houston for the implementation of the "Tu Salud ¡Si Cuenta!"-SNAP-ED Community Outreach Program in the amount of \$120,000.00. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Maria A. Duran, CPA
Hidalgo County Auditor

Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY
JUDGE, 92ND D.C.

FERNANDO MANCIAS
JUDGE, 93RD D.C.

J. R. "BOBBY" FLORES
JUDGE, 139TH D.C.

ROSE GUERRA REYNA
JUDGE, 206TH D.C.

MARLA CUELLAR
JUDGE, 275TH D.C.

MARIO E. RAMIREZ, JR.
JUDGE, 332ND D.C.

NOE GONZALEZ
JUDGE, 370TH D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 389TH D.C.

L. KENO VASQUEZ
JUDGE, 398TH D.C.

ISRAEL RAMON, JR.
JUDGE, 430TH D.C.

RENEE R. BETANCOURT
JUDGE, 449TH D.C.

YSMAEL D. FONSECA
JUDGE, 464TH D.C.

HIDALGO COUNTY texas

Department of
Budget & Management

18 S. Business Hwy. 281
Wallerburg, Texas 78539
Office: (956) 292-7025
Fax: (956) 292-7034
www.co.hidalgo.tx.us

Memorandum

To: Maria Arcilia Duran, CPA, County Auditor
From: Sergio Cruz, Budget Officer *sc*
Date: 12/21/20
Subject: ICA (UT-Health Science Center Houston & Hidalgo County) (SNAP-ED)
Cc: Linda Fong, First Assistant County Auditor
Letty Saenz, Pct.4 Director of Administrative Operations

Please let this memo serve as a request for a Certification of Revenues letter from your office in relation to the ICA (UT-Health Science Center Houston & Hidalgo County (SNAP-ED) in the amount of \$120,000.00.

Please be advised that an agenda item to appropriate these funds will be presented in the next Commissioner's Court meeting on Tuesday, December 22, 2020 (AI-78779)

Thank You for your prompt attention on this matter. If you have any questions, please do not hesitate to call me at ext. 5424

AI-78779

Precinct #4 16. A.

CC REGULAR AGENDA SPECIAL MTG

Meeting
Date: 12/22/2020

Submitted Jennifer Mendoza-Culbertson, COMM. PCT. #4
For:

Submitted Letty Saenz, COMM. PCT. #4
By:

Department: COMM. PCT. #4

Information

CAPTION

UT-Health Snap-Ed Program (1100):

1. Requesting approval of Interlocal Agreement between Hidalgo County and the University of Health Science Center At Houston on behalf of its Department of Brownsville Regional Campus to provide Tu Salud/Si Cuenta Program activities for a period of one (1) year to expire September 30, 2021.
2. Approval of certification of revenues as certified by the County Auditor for revenues associated with the Interlocal Cooperation Agreement with UT-Health Science at Houston.
3. Approval of 2020 appropriation of funds in the amount of \$120,000.00 into the Snap-Ed Program for anticipated program expenditures.

BACKGROUND

*Precincts involved in this program are both (Pct 1 & Pct 4) with agreement that Pct 4 will be the lead in this project and will coordinate all related expenditures/reimbursement request to UT-Health.

*Initial and Original Agreement (approved by CC 6/11/18) under AI-65256-June 2018-Sept 2018

Fiscal Impact

CALENDAR YEAR: ACCT. #:

FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

*County will be responsible for assigning staff, equipment and training. UT will provide payments not to exceed \$120,000.00. Funding will be identified as positions/equipment are created/assigned or purchased.

CALENDAR YEAR: 2020 ACCT. #: 0-1100-441-60-124-212-X-XXX

FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PCT4-ICA UT HEALTH-SNAP-ED
ACCT.# 0-1100-441-60-124-212-X-XXX

Attachments

legals approval

ILA-TU SALUD SI CUENTA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/18/2020 01:11 PM
Final Approval	Monica Salinas	12/18/2020 06:04 PM
Form Started By: Letty Saenz		Started On: 12/15/2020 04:46 PM
Final Approval Date: 12/18/2020		

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON
AND THE COUNTY OF HIDALGO**

“TU SALUD; SI CUENTA!” – SNAP-ED Community Outreach Program

This Interlocal Cooperation Agreement (“Agreement”) is entered into effective the 23rd day of November, 2020 (Effective Date), by and between The University of Texas Health Science Center at Houston on behalf of its Department of Brownsville Regional Campus (“University”), an agency of the State of Texas and governed by the Board of Regents of The University of Texas System (“System”), and the County of Hidalgo, Texas (“County”), collectively referred to as the “the Parties”, acting under the authority granted in and in compliance with the Interlocal Cooperation Act (Act), Chapter 791, Texas Government Code.

RECITALS

WHEREAS, University is: an agency of the State of Texas organized under Chapter 79 of the Texas Education Code; a political subdivision as defined by the Act; an institution of higher education as defined by Texas Education Code Section 61.003(8); and a component institution of The University of Texas System; and

WHEREAS, County is: a local government as defined by the Act and the Hidalgo County Health and Human Services Department is a Health Department within the network of the Texas Department of State Health Services in Edinburg, Texas; and

WHEREAS, University and County have a common goal to promote the health, safety and well-being of the citizens of the County of Hidalgo; and

WHEREAS, University has established the “*Tu Salud; Si Cuenta!*” / SNAP-ED community outreach program for community based prevention and control, which encourages physical activity and healthful food choices among participating individuals; and

WHEREAS, University desires to engage the assistance of County with the implementation of program for the benefit of citizens of the County of Hidalgo; and

WHEREAS, County is able to assist in providing services and desires to work collaboratively with University;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the University and County enter into this agreement pursuant to the Act, and hereby agree to the following:

TERMS AND CONDITIONS

1. **Scope of Services:** County will assist with the performance of the following Services as described below:

Staff, Equipment, and Training

- County will employ and/or designate employee(s) to assist as community health worker(s) (herein referred to as "CHW") in each of the areas of Precinct No. 1 and Precinct No. 4, for a total of 2 CHWs, to carry out the Tu Salud ¡Si Cuenta! (TSSC) program activities in their communities, which include the promotion of SNAP - Ed (Supplemental Nutrition Education Program- Education). County will oversee the CHW duties. If a CHW is replaced, County will ensure that the new CHW, if not already a certified community health worker by the Texas Department of State Health Services, receives the 160-hour course and becomes certified. This should be completed within 4 months of being hired. During that time, the CHW-in-training may conduct CHW duties, but only under the direct supervision of a TSSC certified CHW in order to protect the County and participant.
- County is responsible for purchasing and maintaining the following equipment required by the program: a laptop computer, projector, a scale, and a stadiometer. Specifications for these equipment items will be provided by University.
- County will ensure that the CHW has a workspace, including venues to host exercise classes, DPP classes, and The Happy Kitchen/La Cocina Alegre™ classes, in order to implement TSSC program services. All programs must be offered in safe locations and at times convenient to participants.

Participation in Program Meetings

- County leadership representatives from Precinct No. 1 and Precinct No. 4 will participate in a minimum of 2 semiannual face-to-face meetings or seminars organized by University between October 1, 2020 and September 30, 2021.
- County will ensure the CHWs in Precinct No.1 and Precinct No.4 participate in monthly meetings and seminars organized by University. A maximum of 2 excused absences will be allowed during the agreement period for each CHW. If two excused absences have been used and a CHW is unable to attend a monthly meeting, a County representative is required to attend in place of the CHW.
- County and University will meet as needed to discuss progress in meeting the services listed in this agreement

Coalition

- County will ensure participation in an established local community coalition; if one does not exist, the County and CHWs will create local community coalitions. The purpose of these coalitions is to help give County insight into additional strategies for creating a healthy community by involving community members to provide feedback and concerns. County and community actions or improvements related to items discussed during the meetings should be documented.
 - County leadership must **attend or host** a minimum of 4 coalition meetings by September 30, 2021. County leadership will be expected to contribute towards resolving issues identified in the coalition meetings. The CHWs can provide support with all coalition efforts.

- County must submit agendas, sign-in sheets, and minutes to document County's attendance and participation in coalition meetings. Documentation must be submitted to University within 15 business days after coalition meeting was held.
- County will work with the following partners in an effort to avoid the duplication of efforts: UTHealth, the Lower Rio Grande Valley Area Health Education Center (AHEC), the UTRGV School of Medicine Unimovil (mobile health clinic), the UTRGV Office of Community Engagement & Economic Development, Brownsville Wellness Coalition, and Texas A&M affiliates. County will communicate regularly with the aforementioned partners to facilitate communication and provide any timely updates.

Program Implementation

County will implement all TSSC components during the contract period, which are comprised of: mass media, social support, risk factor screening, education, and infrastructure change supporting health outcomes. The following program services pertaining to the TSSC components should be implemented during the agreement period:

- Risk Factor Screening and Follow-up
 - County will ensure that at least 265 individuals with risk factors for chronic disease are enrolled in the TSSC program between October 1, 2020 and September 30, 2021 in each of the areas of Precinct No. 1 and Precinct No. 4, for a total of 530 individuals. County will follow all TSSC components with enrolled participants and document participant changes as prescribed by University. **Dave Stated: April 1, 2021**
 - 25% of 265 may be reactivated from previous years and must have a minimum of 2 follow up visits in which TSSC content modules are delivered.
 - The University is setting up a new referral process to support individuals who are at risk for chronic disease and living in the respective municipality to more quickly access lifestyle change support from the trained CHWs in Precinct No. 1 and Precinct No. 4. County will work with the University to accept these referrals and deploy their CHW to support health improvements.
 - County will work with University representatives to improve the percentage of participants who meet physical activity recommendations (per HHSC specifications) as part of the TSSC program in Precinct No. 1 and Precinct No. 4. A minimum of 45% of TSSC participants who receive a follow up must report increased physical activity. Follow up must be conducted by September 30, 2021.
 - County will work with University representatives to improve the percentage of participants who meet fruit and vegetable consumption recommendations (per HHSC specifications) as part of the TSSC program in Precinct No. 1 and Precinct No. 4. A minimum of 35% of TSSC participants who receive a follow up must report increased fruit and vegetable consumption and/or increased intention to eat fruits and vegetables. Follow up must be conducted by September 30, 2021.
 - 75% of newly enrolled participants will be required to receive a minimum of 4 follow up visits in which TSSC educational modules are shared. In order to accomplish this all participants will need to be enrolled in the first two quarters of the contract year to allow adequate time for follow up.
- Mass Media
 - County will ensure the CHWs in Precinct No. 1 and Precinct No. 4 utilize the monthly TSSC newsletter provided by University as part of enrollment and follow-up visit

procedures. The newsletters should be provided to enrolled participants and relevant sections should be discussed with participants (e.g. role model, recipe, tips, upcoming events).

- County and the CHWs from Precinct No. 1 and Precinct No. 4 will identify TSSC participants for University to highlight as role models in media efforts (newsletter, weekly television segment, social media, TSSC website, etc.).
- County will ensure the CHWs from Precinct No. 1 and Precinct No. 4 submit accurate exercise class schedules to University on a monthly basis to be posted on various University-run platforms.
- Social Support
 - County will secure a minimum of 3 venues in Precinct No. 1 and 3 venues in Precinct No. 4 for group exercise offerings starting October 1, 2020 and maintain group exercise offerings at 3 venues in each precinct until September 30, 2021.
 - County will ensure that a minimum of 12 free exercise classes per week are implemented by October 1, 2020. County will maintain the availability of 12 classes per week until September 30, 2021. The free exercise classes must be those taught by or coordinated by the CHWs in Precinct No. 1 and Precinct No. 4. All exercise classes should include nutritional information according to directions outlined by University and in accordance with SNAP-Ed funding. The class types and locations will be coordinated with University to ensure that maximum geographical coverage is achieved across all cities partnering on this project and maximum opportunity for promotion of the classes. Any changes to the exercise and nutrition class schedule, including additions and cancellations, must be approved by University.
 - County will actively promote and participate in The Challenge 2021 activities including the initial weigh-in events (January), midpoint weigh-in events (March) and weigh-out events (April). Participation includes ensuring that the CHWs in Precinct No. 1 and Precinct No. 4 attend at least one event or provides measurement tools and data entry supplies for University to utilize at these events. If The Challenge 2021 is moved to a virtual event only participation will be expected virtually.
- Education
 - County will implement one The Happy Kitchen/La Cocina Alegre™ session (6 classes) in Precinct No. 1 and Precinct No. 4, for a total of 2 sessions, in collaboration with University and Brownsville Wellness Coalition. CHW will be responsible for assisting with recruitment, preparation, and facilitation of classes.
 - County will participate in planning for region-wide options for implementation of Diabetes Prevention Program (DPP) Classes using an approved CDC curriculum, typically the Group Lifestyle Balance™ (GLB) curriculum or Prevent T2.
 - County will ensure the CHWs in Precinct No. 1 and Precinct No. 4 are certified in approved DPP curriculum, to be determined by University.
 - County should initiate or assist with one DPP offering with a certified DPP coach by September 30, 2021
 - County will invoice \$5,664 upon initiation of DPP class by each of the CHWs in Precinct No. 1 and Precinct No. 4, for a total of \$11,328, to a pre-assigned PO number specific to DPP class dictated by University.
 - The certified DPP coaches in Precinct No. 1 and Precinct No. 4 are required to shadow at least 3 DPP class sessions prior to launching their own or assisting with a DPP program.

- Metrics must adhere to external DPP grant, as stipulated by the evaluation staff.
- County will track specific metrics such as physical activity, fruit and vegetable consumption, weight, and waist circumference using standardized forms and procedures delineated by University.
- The County must agree and the CHWs in Precinct No. 1 and Precinct No. 4 must participate in observations of the delivery of course content for monitoring purposes.
- Data gathered through the program must be de-identified and shared with University for monitoring and reporting purposes at least quarterly.
- Infrastructure Change
 - County will participate in CaraCara Trails meetings coordinated by University and/or partners, typically the Rails-to-Trails Conservancy.

Tracking Participant Data and Program Information

- County will work with University to ensure the CHWs in Precinct No. 1 and Precinct No. 4 are trained to use the My Own Med database system.
- County will ensure that the CHWs in Precinct No. 1 and Precinct No. 4 enter all required data into the My Own Med data system on a weekly basis, including:
 - Information about participants enrolled in the TSSC program.
 - Information about participant's insurance status and financial income.
 - Information on the participants who received the follow-up visit (including, but not limited to, physical activity levels, level of consumption of fruits and vegetables, other referrals, and personal goals).
- County will ensure the My Own Med data system containing their municipality's participant data is accurate. Any information that is found to be inaccurate will not count toward the aforementioned goal of reaching 530 new participants.
 - Information collected as part of this project should be maintained in accordance with The HIPAA Privacy Rule. This rule mandates that federal protections are in place for personal health information held by covered entities and gives patients an array of rights with respect to that information. As such, any personal health information collected as part of the TSSC program should not be stored on personal computers or devices and should not be shared via email or cloud services. Any paper files containing personal health information need to be stored in a locked cabinet or drawer.

Other information may be required in order to track implementation and improvement of the project. County will receive written notice of any new and additional information required for data entry.

- County will ensure the CHWs in Precinct No. 1 and Precinct No. 4 submit all exercise class attendance sheets every Monday before 3pm to the assigned University staff member. Attendance sheets must be clear and organized according to University standards.
- County will ensure the CHWs in Precinct No. 1 and Precinct No. 4 submit any and all changes to the exercise class schedule by the 15th day of every month to the assigned University staff member.
- County will ensure Precinct No. 1 and Precinct No. 4 submit the Project Status Form to University on a monthly basis to document progress towards metrics.
- County will participate in UHealth's evaluation of municipal activities related to the TSSC program. Evaluation activities include but are not limited to: implementation audits and key

informant interviews, evaluation of exercise classes, monitoring and observation of classes and screening, and follow-up visit outcomes.

- County will submit documentation of all other TSSC-related items including, but not limited to, partnerships with local businesses and organizations, newspaper articles, etc.

Any expenses not listed in the Scope of Work above, but relating to the Tu Salud ¡Si Cuenta! program, must be submitted in writing to the Tu Salud ¡Si Cuenta! Program Manager for prior approval.

2. **Duration of Agreement:** This Agreement shall be effective 11/15/2020 and shall terminate on 09/30/2021.
3. **Payment for Services:** University shall provide a payments to County as tasks are completed and approved by the University's authorized representative (Dr. Belinda Reininger). All invoices are paid 'Net 30 Days' from receipt of invoice.

The County must demonstrate fulfillment of these services to receive payment.

The total value of this Agreement shall not exceed \$120,000.

Time is of the essence in connection with this Agreement. University will have no obligation to accept late performance or waive timely performance by County.

4. **Independent Contractor:** It is understood and expressly agreed upon by the parties that County is acting as an independent contractor in performing the services hereunder. Neither County nor its employees shall hold themselves out as employees or agents of University. Neither County nor its employees shall make any statements, representations, or commitments of any kind, or to take any action which shall be binding upon the University, except as may be expressly provided for herein or authorized in writing. University shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits that might be expected in an employer-employee relationship.
5. **Assignment:** This Agreement is entered into in reliance upon and in consideration of the singular skill and qualifications of County. County shall therefore not voluntarily or by operation of law assign or otherwise transfer its rights or obligations pursuant to the terms of this Agreement to any party without the prior written consent of University. Any attempted assignment or transfer by County of its rights or obligations without such consent shall be void. Furthermore, County shall not subcontract any of the services to be provided hereunder to another entity without the prior written consent of University.
6. **Amendment:** This Agreement may not be changed or modified in any respect except by means of a written document executed by both parties.
7. **Ownership and Use of Work Material.**
 - 7.1 All drawings, specifications, plans, computations, sketches, data, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by County or any subcontractors in connection with

the Work (collectively, "**Work Material**"), whether or not accepted or rejected by University, are the sole property of University and for its exclusive use and re-use at any time without further compensation and without any restrictions.

- 7.2 County grants and assigns to University all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with University in any steps University may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.
- 7.3 County will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use the Work Material for the completion of the Work or otherwise. University may, at all times, retain the originals of the Work Material. The Work Material will not be used by any person other than University on other projects unless expressly authorized by University in writing.
- 7.4 The Work Material will not be used or published by County or any other party unless expressly authorized by University in writing. County will treat all Work Material as confidential.
- 7.5 All title and interest in the Work Material will vest in University and will be deemed to be a work made for hire and made in the course of the Work rendered under this Agreement. To the extent that title to any Work Material may not, by operation of law, vest in University or Work Material may not be considered works made for hire, County hereby irrevocably assigns, conveys and transfers to University and its successors, licensees and assigns, all rights, title and interest worldwide in and to the Work Material and all proprietary rights therein, including all copyrights, trademarks, service marks, patents, trade secrets, moral rights, all contract and licensing rights and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known. In the event County has any rights in the Work Material which cannot be assigned, County agrees to waive enforcement worldwide of the rights against University, its successors, licensees, assigns, distributors and customers or, if necessary, to exclusively license the rights, worldwide to University with the right to sublicense. These rights are assignable by University.

8. **Provisions of Law:** This Agreement is subject to and shall be governed by the laws of the State of Texas, without regard to its choice of law provisions.

9. **Notices:**

Notices and correspondence shall be addressed as follows:

To University:

The University of Texas
Health Science Center at Houston
School of Public Health-Brownsville
One West University Blvd.
Brownsville, Texas 78520

To County:

Hidalgo County
100 East Cano
Second Floor
Edinburg, Texas 78539

Payments shall be addressed as follows:

To University:
The University of Texas
Health Science Center at Houston
School of Public Health-Brownsville
One West University Blvd.
Brownsville, Texas 78520

To County:
Hidalgo County Treasurer's Office
2810 S. Business Hwy. 281
Edinburg, Texas 78539

Billings and all other communications shall be addressed as follows:

To University:
The University of Texas
Health Science Center at Houston
School of Public Health-Brownsville
One West University Blvd.
Brownsville, Texas 78520

To County:
David L. Fuentes
Hidalgo County Commissioner
Precinct No.1
1902 Joe Stephens Ave., Suite 101
Weslaco, Texas 78596

Ellie Torres
Hidalgo County Commissioner
Precinct No.4
1051 N. Doolittle Rd.
Edinburg, Texas 78542

10. **Indemnification:** To the extent permitted under the Constitution and laws of the State of Texas, County shall indemnify and hold harmless University, The University of Texas System, its regents, officers, agents and employees from any liability or loss resulting from claims, demands, or injury, including death, that they may suffer as a result of the performance of this Agreement.

11. **Responsibility for Individuals Performing Work; Criminal Background Checks:** Each individual who is assigned to perform the Work under this Agreement will be an employee of County or an employee of a subcontractor engaged by County. County is responsible for the performance of all individuals performing the Work under this Agreement. Prior to commencing the Work, County will have an appropriate criminal background screening performed on all the individuals. County will determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide the services. County will not knowingly assign any individual to provide services on University's campus who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses.

By signing this Agreement, County certifies compliance with this Section. County shall notify University when there is a change in the individuals assigned to perform the Work due to unsatisfactory background check results.

12. **Compliance:** County certifies:

- that it and its employees comply with all federal and state laws and regulations, including without limitation, Medicare and Medicaid regulations and the Immigration Reform and Control Act of 1986; and
- That neither it nor its employee have been or are presently excluded from participating in, or

- have been sanctioned by, any federal or state healthcare program; and
- That it has conducted criminal background checks for prior convictions on its employees performing services hereunder.

County agrees to immediately report to University if it becomes aware of the following: (1) A violation of any federal or state healthcare law, regulation or policy by County, its employees or agents; (2) an inquiry or investigation by the government of County, its employees or agents; or (3) if County or its employees or agents are excluded from, or otherwise sanctioned by, any federal or state healthcare plan.

13. **Dispute Resolution:** To the extent that Chapter 2260 of the *Texas Government Code*, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, by University and County to attempt to resolve any claim for breach of contract made by County:
- (A) County's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business shall be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, County shall submit written notice, as required by subchapter B of Chapter 2260, to University in accordance with the notice provisions in this Agreement. County's notice shall specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific Agreement provision that University allegedly breached, the amount of damages County seeks, and the method used to calculate the damages. Compliance by County with subchapter B of Chapter 2260 is a required prerequisite to County filing of a contested case proceeding under subchapter C of Chapter 2260. The Executive Vice President for Administration and Business Affairs of University, or such other officer of University as may be designated from time to time by University by written notice thereof to County in accordance with the notice provisions in this Agreement, shall examine County's claim and any counterclaim and negotiate with County in an effort to resolve such claims.
 - (B) If the parties are unable to resolve their disputes under subparagraph (A) of this section, the contested case process provided in subchapter C of Chapter 2260 is County's sole and exclusive process for seeking a remedy for any and all of County's claims for breach of this Agreement by University.
 - (C) Compliance with the contested case process provided in subchapter C of Chapter 2260 is required prerequisite to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. The parties hereto specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit and (ii) University has not waived its right to seek redress in the courts.
 - (1) The submission, processing and resolution of County's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

- (2) Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by County, in whole or in part. University and County agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended by Chapter 2260 or this section.
14. **Termination:** Each party may terminate, without cause, this Agreement at any time upon giving thirty (30) days written notice. Upon termination pursuant to this Section, County will be entitled to payment of an amount that will compensate County for the Work satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement; provided, that, County has delivered all Work Material to University. Notwithstanding any provision in this Agreement to the contrary, University will not be required to pay or reimburse County for any services performed or for expenses incurred by County after the date of the termination notice that could have been avoided or mitigated by County.
15. **Loss of Funding:** University performance of its duties and obligations under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board") and/or other non-state Granting Authority ("Authority"). If the Legislature fails to appropriate or allot the necessary funds, or the Board or the Authority fails to allocate the necessary funds, then University will issue written notice to County and University may terminate this Agreement without further duty or obligation hereunder. County acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.
16. **Force Majeure:** Neither party hereto 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, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("Force Majeure Occurrence"). Provided, however, in the event of a Force Majeure Occurrence, County agrees to use its best efforts to mitigate the impact of the occurrence so that University may continue to provide services during the occurrence.
17. **Confidentiality:** All information owned, possessed or used by University that is communicated to, learned, developed or otherwise acquired by County in the performance of services for University, that is not generally known to the public, will be confidential and County will not, beginning on the date of first association or communication between University and County and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for County's own benefit or the benefit of another, any confidential information, unless required by law. County will not make any press releases, public statements, or advertisement regarding this Agreement or to the services to be provided hereunder without the prior written approval of University. To the extent County is permitted to subcontract services it shall ensure that the subcontractor complies with the provisions of this Agreement. County shall employ encryption to mitigate the risk of disclosure of University information in-storage and in-transit. Encryption implementation and strength should be sufficient to protect University information from disclosure until

such time as disclosure poses no material risk.

18. **Limitation of Liability:** Except for University's obligation (if any) to make payments to County as described in this Agreement, University will have no liability to County or to anyone claiming through or under County by reason of the execution or performance of this Agreement. Notwithstanding any duty or obligation of University to County or to anyone claiming through or under County, no present or future affiliated enterprise, subcontractor, agent, officer, director, employee, representative, attorney or regent of University, or System, or anyone claiming under University has or will have any personal liability to County or to anyone claiming through or under County by reason of the execution or performance of this Agreement.
19. **Representations and Warranties:** Each Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to enter into this Agreement for the services under authority granted in the Act; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and (4) the representative signing this Agreement on its behalf is authorized by its governing body to sign this Agreement.
20. **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 University and/or County policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.
21. **Work Laws:** County shall comply with all labor and employment laws and regulations applicable to County and its employees who will be performing services under this Agreement, including all laws and regulations pertaining to immigration, work status and eligibility (collectively, "Work Laws"). County certifies that County and its employees who will be performing services under this Agreement are, as of the effective date hereof, lawfully eligible to do so under applicable Work Laws.

22. **Export Controls:** County shall comply with all applicable laws and regulations pertaining to export controls and the export of controlled technology or data in connection with its activities pursuant to this Agreement, including the Export Control Administration Regulations ("EAR") and the International Traffic in Arms Regulations ("ITAR"). For purposes of this Agreement, "controlled technology or data" means items, commodities, technology, software or information requiring federal agency approval under U.S. government laws and regulations before being exported to restricted foreign countries, persons and/or entities. The EAR and ITAR require U.S. Government approval before University releases controlled technology or data to foreign persons in the United States. In accordance with the foregoing, the following shall apply:
- (A) County shall promptly notify University in the event that County or any of County's employees who will be performing services under this Agreement or have access to University technology or data is a foreign national or is otherwise restricted under U.S. export controls laws from receiving controlled technology or data.
 - (B) If a license is required from any U.S. government agency to release any technology or data to the County or any County employee in connection with the Agreement, University may, at its discretion: (1) restrict County's access to such technology and/or data until a license or other authorization is obtained, (2) narrow the scope of the services to be provided by County under this Agreement, or (3) terminate this Agreement upon notice to County.
 - (C) In the event that University exercises option (1) or (2) above, the term of the Agreement and scope of work may be adjusted as necessary.
 - (D) In the event that University exercises option (1) above, County shall, promptly upon receipt of an invoice from University therefor, reimburse University's costs for obtaining a license or other authorization.
 - (E) In no event shall University be liable to County or any of County's employees for exercising any of its rights set forth in this section 23, except for any lawfully permissible payment for services rendered by County in accordance with the terms of this Agreement.
23. **Health Insurance Portability and Accountability Act:** Notwithstanding anything to the contrary in this Agreement, if applicable to the Scope of Work to be provided by County hereunder, County agrees to treat all individually identifiable health information in accordance with all applicable laws governing the confidentiality and privacy of individually identifiable health information, including without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any regulation and official guidelines promulgated thereunder.
24. **Integration:** This Agreement supersedes any and all other discussions, negotiations, and representations of any kind and represents the entire agreement of the parties hereinabove mentioned.
25. **Additional Documents.** The Parties agree that they will 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.

THIS AGREEMENT WILL BE IN EFFECT UPON FULL EXECUTION BY BOTH PARTIES. UNIVERSITY WILL NOT BE RESPONSIBLE FOR ANY PAYMENTS FOR SERVICES PERFORMED OR PRODUCTS DELIVERED BY COUNTY PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

In Witness Whereof, the parties have caused this Agreement to be executed as of the date first set forth above.

HIDALGO COUNTY:

THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT HOUSTON

By: _____
Signature

By: _____
Signature (Authorized Purchasing
Agent)

Typed Name

Typed Name

Title

Title

Date

Date

PO Number _____