

E-20-346-09-29

AI-77524

Health & Human Services
Dept. 12. B.

CC REGULAR AGENDA REGULAR
MTG Other

Meeting
Date: 09/29/2020

Submitted Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.
For:

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

Department: HEALTH & HUMAN SERVICES DEPT.

CAPTION

To inform Commissioner's Court of the automatic renewal of one year term under the same terms and conditions of the Interlocal Cooperation Agreement Between County of Hidalgo and the University of Texas Rio Grande Valley for use of the John Austin Pena Memorial Center. Original term is set to end on October 8, 2020.

BACKGROUND

AI-65049 - 06/19/18 - Approval of the Interlocal Cooperation Agreement with UTRGV.

Fiscal Impact

CALENDAR YEAR: 2020 ACCT. #: N/A

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Interlocal

Form Review

Inbox

Reviewed By

Date

Budget & Management

Veronica Ortiz

09/24/2020 03:02 PM

Final Approval

Monica Salinas

09/25/2020 06:37 PM

Form Started By: Mike Escaname


Started On: 09/24/2020 01:03 PM

Final Approval Date: 09/25/2020

- B. AI-77524** [To inform Commissioner's Court of the automatic renewal of one year term under the same terms and conditions of the Interlocal Cooperation Agreement Between County of Hidalgo and the University of Texas Rio Grande Valley for use of the John Austin Pena Memorial Center. Original term is set to end on October 8, 2020. \(Audio Reference 55m:35s\).](#)

[On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval on item 12.B.](#)

[Vote: 5 - 0 - Unanimously.](#)

FILED	
AT 3:00	O'CLOCK P M
OCT 15 2018	
 COUNTY CLERK HIDALGO COUNTY, TEXAS DEPUTY	

**INTERLOCAL COOPERATION AGREEMENT BETWEEN COUNTY OF HIDALGO
AND THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY**

This Agreement, made on the 9th day of October, 2018 (“Effective Date”) by and between the County of Hidalgo, hereinafter referred to as (“COUNTY”) and The University of Texas Rio Grande Valley, acting by and through its School of Medicine, an agency of the State of Texas hereinafter referred to as (“UTRGV”), collectively, the (“Parties”), pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Govt. Code 791.001 et seq., (“ACT”) as follows:

WITNESSETH

WHEREAS, UTRGV is political subdivision as defined by the Act, and organized under Chapter 79 of the Texas Education Code, in an institution of Higher Education as defined by Texas Education Code 61.003(8) and has a campus in Hidalgo County, Texas; and

WHEREAS, COUNTY is a “local government” as defined by the ACT, and a political subdivision of the State of Texas, which operates one or more Commissioner’s Precinct Community Resource Centers (“Facility” or “Facilities”); and

WHEREAS, the COUNTY and UTRGV have worked collaboratively to facilitate, recruit, provide outreach and resource development to help improve the self-sufficiency, health and well-being of the residents of the area known as John Austin Peña Memorial Center; and

WHEREAS, COUNTY is the owner/operator of a multi-purpose Facility, John Austin Peña Memorial Center, located at 3341 E Richardson Rd., Edinburg, Texas, 78541, to provide a variety of services to help improve the self-sufficiency, health and well-being of the residents of John Austin Peña Memorial Center; and

WHEREAS, UTRGV desires to provide an educational experience for its students, under direction of UTRGV faculty and personnel, through health promotion, education, recreation, disease prevention, community development, and other services, including clinical services, which will be provided to Hidalgo COUNTY residents at the John Austin Peña Memorial Center Community Resource Center (86th Street).

WHEREAS, the Parties recognize the need for improved and more easily accessible Services for the residents of the COUNTY of Hidalgo and the surrounding communities around John Austin Peña Memorial Center;

NOW THEREFORE, COUNTY and UTRGV In consideration of the mutual obligations herein and other good and valuable consideration the receipt of which is hereby acknowledged agree to collaborate pursuant to the terms, conditions and covenants set forth as follow, to wit:

1. Program

- a) COUNTY shall furnish use of Facilities by UTRGV for mutually agreed days and times, and assigned appropriate space on Facility premises for office and other support-related activities without cost to UTRGV, for the purpose of facilitating the Program.
- b) UTRGV and COUNTY intend that Facility shall provide a place for the delivery of a variety of services to help improve the self-sufficiency, health, safety and welfare of the residents of the Colonia area known as John Austin Peña Memorial Center ("Services"). These Services shall include but are not necessarily limited to, health promotion, education, recreation, disease prevention, community development, clinical services, telemedicine services, and other service programs. COUNTY will consult with UTRGV prior to modifying the uses of the Facility as provided under this agreement.
- c) UTRGV will design and provide a public service and educational experience for its students, utilizing as necessary the personnel, equipment, and space at facility.
- d) The goal of the Program, which includes the collaborative efforts of COUNTY and UTRGV as summarized in subsections 1. a) through c) above, is to engage and empower community residents to undertake behaviors and make changes that improve individual and population health in the County of Hidalgo and the surrounding communities of John Austin Peña Memorial Center, while providing for an inter-professional experience for the UTRGV students involved.

2. UTRGV's Obligations: UTRGV, where appropriate shall:

- a) Require that any students selected for participation in the Program have satisfactorily completed all portions of the applicable curriculum that are prerequisites for participation in the Program.
- b) Inform all faculty, employees, students, and other UTRGV affiliated personnel participating in the Program that they are required to comply with applicable rules and regulations of the County of Hidalgo and the individual Facility while on the premises of Facility, and comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by COUNTY or a Facility.

- c) Upon request, provide the COUNTY with documentation that UTRGV employees assigned have any and all licenses, permits or certificates as may be required by law and/or requested by the Facility.
- d) Remove any student and/or employee from Program activities at Facility if mutually determined that such individual has violated the rules and regulations of the Facility, or has engaged in conduct that disrupts the activities carried on at the Facility, or threatens the safety of Facility personnel or individuals at the Facility.
- e) UTRGV will provide for, and manage the monitoring services of a security alarm system for the assigned areas of the Facility that they will be utilizing. UTRGV will be responsible installation, repair, replacement, or upkeep of the system or components that have been installed to facilitate the Program and/or Services provided by UTRGV.
- f) UTRGV will provide for, and manage the monitoring services of a video camera system for the assigned areas of the Facility that they will be utilizing. UTRGV will be responsible installation, repair, replacement, or upkeep of the system or components that have been installed to facilitate the Program and/or Services provided by UTRGV.
- g) UTRGV will provide for, and manage internet services systems for the assigned areas of the Facility that they will be utilizing, including but not limited to the use of UTRGV's email server(s) and related systems. UTRGV will be responsible for installation, repair, replacement, or upkeep of the system or components that have been installed to facilitate the Program and/or Services provided by UTRGV.
- h) UTRGV shall be responsible for the management, security and control of any and all medication and hazardous materials, utilized to facilitate the Program and/or Services provided by UTRGV, located and/or stored within the assigned areas of the Facility.
- i) UTRGV shall consult with, and obtain written approval from the COUNTY in regards to any modifications, renovations or additions to the assigned area of the Facility that will be utilized for the purposes of the Program and/or Services. UTRGV will be responsible for any costs related to such modifications, renovations, or additions made to the Facility.
- j) COUNTY acknowledges that, because UTRGV is an agency of the State of Texas, liability for the tortious conduct of agents and employees of UTRGV (other than for certain medical liability) or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101, 104 and 108), and that Workers' Compensation Insurance coverage for

employees of UTRGV is provided by UTRGV as mandated by the provisions of Texas Labor Code, Chapter 503. Pursuant to the authority of Chapter 59 of the Texas Education Code, UTRGV will maintain during the term of this Agreement a self-funded program for professional liability coverage for UTRGV physicians, residents and medical students against any claims for damages arising by reason of personal injury or death occasioned directly or indirectly by the negligent acts or omissions of UTRGV physicians, residents or medical students. COUNTY further acknowledges that, as an agency of the State of Texas, UTRGV shall self-insure against any other risk that may be incurred by UTRGV as a result of its operations under this Agreement.

- k) As part of the Program, UTRGV will provide staffing to perform clinical services at the Facility on a mutually agreeable schedule so long as funding is available to cover all costs.

3. COUNTY's Obligations: COUNTY, Facility and their personnel, where appropriate, shall:

- a) COUNTY shall furnish the use of Facility by UTRGV at mutually agreed time, including assigning appropriate areas(s) of the Facility premises for offices and other support-related activities for the purpose of facilitating the Program and/or Services.
- b) COUNTY agrees to make the Facility available for use by UTRGV to provide services to those that qualify to receive their services. In addition, UTRGV shall provide services without respect to race, color, age, sex, religion, national origin, disability, or any other protected class under law.
- c) COUNTY shall provide for the maintenance of Facilities to keep it in good repair; provide any insurance(s); ensure that the facility meets all requirements of federal, state, and local laws for UTRGV to provide services in facilitating the Program; and provide all utilities.
- d) County shall assist UTRGV, as appropriate, with all applicable requirements of any accreditation authority, meeting any regulatory or accreditation requirements related to the Program, and assist in the certification of such compliance upon request by UTRGV.
- e) COUNTY will provide the use of mutually agreed and designated assigned area(s) located within the Facility known as the John Austin Peña Memorial Center Community Center, located at 3341 E Richardson Rd., Edinburg,

Texas, 78541, for the purpose of the UTRGV Medical Program.

- f) COUNTY will provide custodial services to the Facility to include but not limited to sweeping, mopping, and trash disposal of non-hazardous and non-medical waste materials.
- g) The COUNTY shall have complete access to the Facility, including assigned areas that UTRGV will be utilizing; excluding the access to areas where medicines and/or any hazardous materials stored assigned area of Facility, access to areas or devices where student or patient records may be stored, or access to areas during times when patients are being examined.
- h) The COUNTY will provide for, and manage services for the storage and disposal of medical waste and hazardous material to include but not limited to needles and syringes, used to facilitate the Program and/or Services provided by UTRGV.

4. General Provision

- a) **Term and Termination.** This Agreement shall commence as of the Effective Date and remain in effect until the 8th day of October, 2020. This Agreement may automatically renew for two (2) additional one (1) year terms under the same terms and conditions, or as amended by written agreement between the Parties. The Agreement may be terminated earlier by either party in accordance with this Agreement. Either Party may terminate this Agreement without cause by giving the other party (30) days' written notice.
- b) **Independent Contractors.** Under no circumstances shall any employee or student of UTRGV be considered an agent or employee of COUNTY; they will be considered to be on the premises for the purpose of participating in the Program. COUNTY has no authority to dismiss UTRGV employees or students without UTRGV's consent. However, COUNTY Facility personnel may make recommendations to and shall retain its full power to control the practice and operations of a Facility.
- c) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and no prior or contemporaneous agreements, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Agreement shall be effective unless reduced to a writing specifically referencing this Agreements and signed by an authorized representative of each party

- d) **Compliance.** The Parties will comply with applicable federal, state and local laws, ordinances, rules and regulations in the performance of this Agreement including applicable, confidentiality and safety regulations.
- e) **Waiver.** No waiver by and 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.
- f) **Notice.** Except as may be otherwise specifically provided in the Agreements, all notices, demands, request or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) send 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 County: Ramon Garcia
Hidalgo County Judge
302 W. University Drive
Edinburg, Texas 78539

With a Copy to: Eduardo Olivarez
Chief Administrative Office
Department of Health
1304 S 25th Ave,
Edinburg, TX 78542

If to UTRGV: John H. Krouse
Executive Vice President, Health Affairs
Dean, School of Medicine
1201 W. University Drive
Edinburg, Texas 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.

- g) **Controlling Law.** This agreement shall be construed under and in accordance with


the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

- h) **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, including a Business Associate Agreement, if needed.
- i) **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.
- j) **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 UTRGV policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.
- k) **Liabilities.** This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither UTRGV 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.
- l) **Performance of Governmental Functions.** The Parties hereto are entering into this Agreement for the purpose of providing for governmental service or functions and will pay for such services out of current revenues available to the paying party as herein provided. Each Party is responsible for bearing the cost of its own obligations, as outlined above.
- m) **Commitment of Current Revenues.** In the event that during the 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 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.

(Signature page follows.)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

THE UNIVERISTY OF TEXAS RIO GRANDE VALLEY

By: 
John H. Krouse
Executive Vice President, Health Affairs
Dean, School of Medicine

Date: 10/26/18

HIDALGO COUNTY, TEXAS

By: 
Ramon Garcia, County Judge

Date: _____

APPROVED BY
COMMISSIONERS' COURT
ON: 6/19/18 ms

ATTEST:
COUNTY CLERK


By: 
Arturo Guajardo Jr
Date: 10/16/18



Approved by Commissioners' Court on _____

APPROVED AS TO FORM:

Atlas, Hall, and Rodriguez, L.L.P.

By: 
Stephen L. Crain, Attorney