

WHEREAS, during such public health emergency preparedness and response training, it may be necessary to immunize or treat a large number of people in the area served by the County Public Health Department;

WHEREAS, Mass Medical Readiness for public health response services can be exercised, if necessary, with the support of the University program participants; to include Drills, Table-Top Exercises, and/or Full-Scale Exercises such as: Operation Border Health.

WHEREAS, the University and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with institutions of higher education to perform governmental functions and services under the terms of the Act.

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

1. The University will provide program participants in patient care training programs the opportunity to participate in on-site educational activities, clinical services, trainings, exercises, and drills which are conducive to the educational competency areas.
2. University program participants shall cooperate in the participation of observing and learning clinical documentation of all examinations, clinical procedures and other clinical services provided at County clinics and/or designated facilities in accordance with local regulations and bylaws. The ownership and right of control of all reports, records and supporting documents observed and/or prepared in connection with this will belong to Hidalgo County.
3. The University faculty must provide appropriate supervision of program participants in patient care activities in the Accreditation Council for Graduate Medical Education ("ACGME") competency areas. The University faculty must evaluate resident performance in a timely manner during each rotation or similar educational assignment and document this evaluation at completion of the program.
4. Program participants shall maintain County clinical appointments and privileges in good standing, as required.
5. Program participants shall cooperate in the prompt preparation of documentation of all examinations, procedure and other clinical services performed by them at County clinics, if any, as instructed by the University in accordance with local regulations and bylaws. The ownership and right of control of all reports, records and supporting documents prepared in connection with this belongs to the Hidalgo County.
6. House Bill (HB) 300 and the Health Insurance Portability and Accountability Act law sets rules and limitations on who can view and receive an individual's personal information whether it is verbal, electronic, or written. HB 300 and HIPAA will be enforced at all times and University will be subject to compliance at all times.

The Parties agree that:

- a. the County's clinical facilities are covered entities for purposes of the Health Insurance Portability and Accountability Act of 1996, of 1996 as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act and the Privacy, Security and Breach Notification Regulations at 45 CFR §§ 160 and 164 (hereinafter collectively, "HIPAA") and subject to 45 CFR Parts 160 and 164 ("the HIPAA Administrative Simplification Regulations");
 - b. to the extent that UTRGV program participants are participating in the Program, such program participants shall:
 - (1) be considered part of the Facility's workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of the Facility;
 - (2) receive training by the Facility on, and subject to compliance with, all of Facility's privacy policies adopted pursuant to the HIPAA Privacy Regulations; and
 - (3) not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to University which a student accessed through Program participation that has not first been de-identified as provided in 45 CFR §164.514(a);
 - c. University will never access or request to access any Protected Health Information held or collected by or on behalf of the Facility, from a student who is acting as a part of the Facility's workforce as set forth in paragraph 3.b. of this Agreement or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a); and
 - d. no services are being provided to the Facility by the University pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.
 - e. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the County's clinical facilities as a school officials with a legitimate educational interest in the educational records of the Program participants who participate in the Program to the extent that access to the records are required by the Facility to carry out the Program. The County and its clinical facilities agree to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.
7. In the event of injury, University shall maintain worker's compensation coverage for residents and/or fellows (trainees). In the event of a needle-stick or other exposure to potential blood-borne pathogens, the resident and/or fellow (trainee) will have access to medical

evaluation and post-exposure prophylaxis through University policies. Any medical care received by a program participant for a needle-stick or other exposure will not be at the County's expense.

8. University shall provide professional liability coverage under a self-insurance plan for its salaried supervisor(s) rendering services under this Agreement.
9. County shall provide adequate parking and work space, shall take reasonable steps to ensure the safety of the program participants during assignments.
10. The provisions of the Mass Medical Readiness portion of this Agreement shall go into effect upon declaration of an emergency, and only if the Chief Administrative Officer of the County Public Health Department or the Commissioner of Health of the Texas Department of State Health Services declare that a large-scale immunization or treatment is necessary as a control measure for an outbreak of a communicable disease and only if classes at the University are disrupted or have been cancelled.
11. County agrees to supply all materials provided by Strategic National Stockpile (SNS) (vaccines, antibiotics, antitoxins, antivirals, syringes, etc.) and forms necessary to administer during an emergency.
12. County shall be responsible for the disposal of medical waste.
13. County agrees to provide emergency preparedness and response training at no cost to the University.
14. University agrees to participate in exercises, drills, and emergencies.
15. In a non-emergency declaration or situation, the University may support in the provision of medical services (injections, administer prophylaxis, provide medical care and instructions) or non-medical services (assist with administrative duties such as registering patients, data entry, etc.). Just-In-Time training will be provided to University by County.
16. University agrees to assist County with no expectancy of fiscal exchange.
17. The parties understand and agree that a mass medical response under this Interlocal Cooperation Agreement will be related to Homeland Security as defined in Texas Government Code Section 421.001. As such, University, with any or all related administrators, instructors, professors, and/or fellows (trainees) and students; and County with any and all administrators, employees, officials and agents, shall be immune from civil liability for any act or omission resulting in death, damage or injury while acting in good faith and in the course and scope of its function to provide a service related to a Homeland Security Activity as defined in accordance with Texas Government Code Section 421.062.
18. For purposes of this Agreement and in accordance with Texas Government Code Section 421.001, "Homeland Security Activity" means any activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster,

hostile military or paramilitary action, extraordinary law enforcement emergency or a fire or medical emergency requiring resources beyond the capabilities of a local jurisdiction.

19. **Term and Termination.** This Agreement becomes effective as of the day and year first written above for a period of three (3) years, and may be renewed for a period of two (2) additional one (1) year terms by written amendment signed by both parties. Either party may cancel this Agreement without cause by giving thirty (30) day written notice to the other party.
20. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
21. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
22. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the University and County, and not otherwise.
23. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to the University of Texas Rio Grande Valley:
Attention: Jennifer Tijerina
Office of Institutional Accreditation,
Program Development, and Analysis,
EMASS 1.108
Student Services Building, 5.104
Edinburg, TX 78539

If to County: Hidalgo County
Attention: Richard Cortez, County Judge
100 East Cano St. 2nd Floor
Edinburg, TX 78539

With a copy to: Eduardo Olivarez, Director
Department of Health & Human Services
1304 South 25th Avenue
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.

24. **Indemnification.** To the extent authorized by the Constitution and the laws of the State of Texas, University shall indemnify and hold harmless Hidalgo County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against Hidalgo County arising out of, resulting from, or connected with acts or omissions by University, its agents or employees, under this Agreement.
25. **Immunities.** Neither Hidalgo County nor University, via this agreement, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Government Code. The fact that Hidalgo County and University have entered into this agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.
26. **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.
27. **Assignment.** This Agreement shall not be assignable.
28. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
29. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
30. **Authority to Execute.** The execution and performance of this Agreement by University and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of University and County in accordance with its terms.
31. **Performance of Governmental Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

32. **Liabilities.** This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither University 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.
33. **Additional Documents.** The Parties agree that they will abide by the Business Associate Addendum and 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.
34. **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.
35. **Commitment of Current Revenues.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party.
36. **Independent Contractors.** Under no circumstances shall any employee or student of University 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 University employees or students without University'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.
37. **Governing 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. Parties hereby consents to personal jurisdiction in Hidalgo County, Texas.

(Signature page follow)

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON _____, **2022.**

Agenda Item No. _____

Executive Office: _____

**UNIVERSITY OF TEXAS
RIO GRANDE VALLEY**

COUNTY OF HIDALGO, TEXAS

DocuSigned by:
Janna Arney
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Dr. Janna Arney, Ph.D.
Executive Vice President and Provost

Hon. Richard F. Cortez, County Judge

DocuSigned by:
Christine Shupala
86717A443C944BE...
Dr. Christine Shupala, Associate Vice President
for Institutional Accreditation Program Development
and Analysis



Reviewed by UTRGV Legal

UTRGV Contract ID:ACADAFF-AFFIL-1228-2023

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

ATTEST:

Robert Viña III, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)