

WHEREAS, during such public health clinical education and 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 CHCP students; to include Drills, Table-Top Exercises, and/or Full Scale Exercises such as: Operation Lone Star; and

WHEREAS, CHCP and County are authorized to enter into this Agreement pursuant to the Act, 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 CHCP and the County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. All of the above statements are incorporated herein and fully restated.
2. CHCP agrees to participate in exercises, drills, and emergencies and non-emergencies under supervision provided by CHCP.
3. CHCP will provide students 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. CHCP shall ensure students are qualified to attend and participate in such activities.
4. CHCP students 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 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.
5. 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 CHCP 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 CHCP students are participating in the Program, such students 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 CHCP which a student accessed through Program participation that has not first been de-identified as provided in 45 CFR §164.514(a);
 - c. CHCP will not 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 CHCP 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), CHCP hereby designates the County's clinical facilities as a school officials with a legitimate educational interest in the educational records of the Students 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.
6. In the event of injury, CHCP shall maintain applicable coverage for student trainees and/or CHCP staff (program participants). In the event of a needle-stick or other exposure to potential blood-borne pathogens, program participants will have access to medical evaluation and post-exposure prophylaxis through CHCP policies. Any medical care received by a program participant for a needle-stick or other exposure will not be at the County's expense.
7. CHCP shall provide County with a copy of its Certificate of Insurance (COI). County has reviewed CHCP's COI and deems coverages as acceptable to CHCP participants. In no event shall any amount of insurance provided by CHCP be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act.
8. County shall provide adequate parking and workspace, shall take reasonable steps to ensure the safety of the students during assignments.

9. 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 CHCP are disrupted or have been canceled.
10. The parties understand and agree that in the event of mass medical response, under this Interlocal Cooperation Agreement it will be related to Homeland Security, as it is defined in Local Government Code Section 421.001 and RGV College with any or all related administrators, instructors, professors, and/or fellows (trainees) and students 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 Government Code Section 421.062.
11. For purposes of this Agreement and in accordance with Government Code Section 421.062, "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, or extraordinary law enforcement emergency.
12. 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.
13. In a non-emergency response or situation, CHCP may support the provision of medical services (injections, administer prophylaxis, provide medical care instructions) or non-medical services (assist with administrative duties such as registering patients, data entry, etc.). Just-In-Time training will be provided to CHCP by County.
14. County shall be responsible for the disposal of medical waste.
15. County agrees to provide preparedness and response training at no cost to CHCP.
16. CHCP agrees to assist the County for educational purposes only with no expectancy of fiscal exchange.
17. **Term.** 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.
18. **Termination.** Either party may terminate this agreement with ninety (90) days written notice to the other party. The Agreement may be terminated immediately upon mutual written agreement of the parties.

19. **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.
20. **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.
21. **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 CHCP and County, and not otherwise.
22. **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 therefore specified by written notice delivered in accordance herewith:

If to The College of Health Professions:

The College of Health Professions
Attention: Joe Cortez
1917 W Nolana Ave Ste 100,
McAllen, TX 78504
with a CC to anhernandez@chcp.edu

If to County:

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

23. **Texas Law To Apply.** 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.
24. **Indemnification.** To the extent authorized by the Constitution and the laws of the State of Texas, CHCP 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 CHCP, its agents or employees, under this Agreement. To the extent authorized by the Constitution and the laws of the State of Texas, Hidalgo County shall indemnify and hold harmless CHCP, 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 CHCP arising out of, resulting from, or connected with acts or omissions by Hidalgo County, its agents or employees, under this Agreement.
25. **Immunities.** Neither Hidalgo County nor CHCP, 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 CHCP 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 ensure 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. **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.
31. **Liabilities.** This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither CHCP nor County waive, nor shall be deemed to have hereby

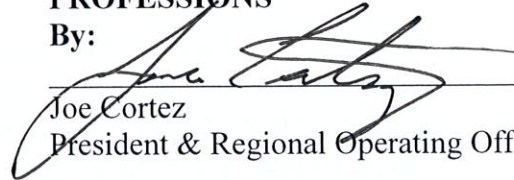
- waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.
32. **Additional Documents.** The Parties agree that they will use reasonable, good faith efforts to execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
 33. **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 CHCP and/or County policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability or any other protected class under law.
 34. **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.
 35. **Governmental Purpose.** 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 for the paying party, as herein provided.
 36. **Authority to Execute.** The execution and performance of this Agreement by CHCP and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of CHCP and County in accordance with its terms.

SIGNATURE PAGE BELOW

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

THE COLLEGE OF HEALTH CARE PROFESSIONS

By:



Joe Cortez
President & Regional Operating Officer

HIDALGO COUNTY, TEXAS

By:

Richard Cortez, County Judge

ATTEST:

By:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios

By:

Robert Viña III, Assistant District Attorney