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DEC 16 2022
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY *KIS* DEPUTY

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY AND THE
COUNTY OF HIDALGO, TEXAS**

THIS First Amendment to the Interlocal Agreement is made on this 13th day of December, 2022, by and between and **THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY, by and through its SCHOOL OF NURSING**, (hereinafter referred to as "University") and the **COUNTY OF HIDALGO, TEXAS**, (hereinafter referred to as the "County") pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., hereinafter referred to as the "Act", as follows:

WITNESSETH:

WHEREAS, University and County entered into an Interlocal Cooperation Agreement on or about October 18, 2022, for the public purpose of advancing health and safety of the Hidalgo County community. And the Parties agreed for the UTRGV-School of Nursing to utilize County clinical facilities to advance clinical education for nursing and allied health students at the clinical facilities which provide essential public health services and to provide clinical support during public health exercises or emergent events;

WHEREAS, it has become necessary to clarify and modify certain provisions of the Interlocal Cooperation Agreement to better effectuate the public purpose of this Agreement;

WHEREAS, by execution of this Amendment, Parties desire to provide said clarification and modification as hereinafter provided;

NOW, THEREFORE, and in consideration of the terms and provisions set forth herein, for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, University and County hereby agree to the following amendment to the Agreement:

1. Remove paragraph No. 4 and replace with the following:
 4. In the event of a needle-stick or other exposure to potential blood-borne pathogens, the student will have access to medical evaluation and post-exposure prophylaxis through University policies. Any medical care received by a student for a needle-stick or other exposure will not be at the County's expense.

2. Remove paragraph No. 14 and replace with the following:

14. 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.

3. Remove paragraph 15 and replace with the following:

15. 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.

4. Remove paragraph 16 and replace with the following:

16. **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; provided that all students currently enrolled in a clinical education program at the time notice of termination shall be given the opportunity to complete their program with the county, such completion not to exceed three (3) months.

5. Remove paragraph 21 and replace with the following:

21. **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. Nothing in this paragraph shall be construed to waive the University's privileges and immunities under law.

6. Add the following two paragraphs as Numbers 33 and 34 respectively:
 33. **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 training 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.
 34. **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.
7. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and City and County ratify and confirm the terms and provisions of the Agreement, as amended.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON Dec. 13, 2022.
Agenda Item No. 88522 Executive Office: [Signature]

UNIVERSITY OF TEXAS
RIO GRANDE VALLEY

COUNTY OF HIDALGO, TEXAS

DocuSigned by:
Janna Arney
8D452866450E40C
Dr. Janna Arney, Ph.D.
Executive Vice President and Provost

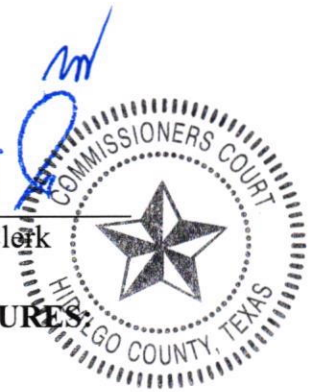
[Signature]
Hon. Richard F. Cortez, County Judge

DocuSigned by:
Christine Shupala
86717A445C944BE
Dr. Christine Shupala, Associate Vice President
for Institutional Accreditation Program Development
and Analysis

Reviewed by UTRGV Legal 

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.
[Signature]
Robert Viña III, Assistant District Attorney

ATTEST:
[Signature]
Arturo Guajardo, Jr., County Clerk

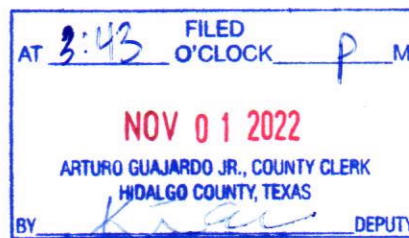


ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)

UTRGV Contract ID: ACADAFF-AFFIL-1208-2023

C-22-0618-10-18



STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY – SCHOOL OF NURSING AND THE COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the 29th day of September, 2022 by and between the UNIVERSITY OF TEXAS RIO GRANDE VALLEY – SCHOOL OF NURSING, hereinafter referred to as the “UTRGV - Nursing,” and the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as the “County” pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Gov’t Code 791.001 et seq., hereinafter referred to as the “Act”, as follows:

WITNESSETH:

WHEREAS, the University of Texas Rio Grande Valley is an institution of higher education as defined by Texas Education Code Section 61.003(8) and is located in Hidalgo County, Texas; and

WHEREAS, County is a local government as defined by the Act, and county in the State of Texas; and

WHEREAS, County has clinical facilities which will serve to provide clinical education for students involved in the University of Texas Rio Grande Valley School of Nursing program; and

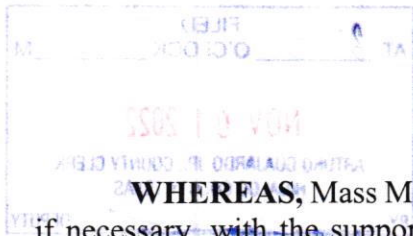
WHEREAS, County will assist in the advancement of medical clinical education and in serving the public purpose of advancing health and safety of the Hidalgo County community as the students are supporting medical clinical services at the County based clinics and benefit the community’s growing medical services field; and

WHEREAS, the parties recognize the public health clinical medical education as an appropriate achievement of educational goals; and

WHEREAS, be it understood that the UTRGV - Nursing, as the Sponsoring Institution of the training program, continues to have administrative responsibility for the students and is responsible for ensuring the achievement of educational goals by students participating in on-site activities at County in accordance with the Texas Higher Education Coordinating Board (THECB), Texas Board of Nursing and the Texas Nursing Practice Act; and

WHEREAS, UTRGV-Nursing participating parties shall comply state, federal, and local laws, including but not limited to County policies and procedures, personnel policy and rules; and

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; and



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

WHEREAS, the UTRGV – Nursing 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 UTRGV – Nursing and the County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The UTRGV - Nursing 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.
2. UTRGV - Nursing 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.
3. 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 UTRGV - Nursing 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 - Nursing 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 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 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 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.

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 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.

4. In the event of a needle-stick or other exposure to potential blood-borne pathogens, the student will have access to medical evaluation and post-exposure prophylaxis through UTRGV - Nursing policies. Any medical care received by a student for a needle-stick or other exposure will not be at the County's expense.
5. UTRGV - Nursing shall provide professional liability coverage under a self-insurance plan for its salaried supervisor(s) rendering services under this Agreement.
6. County shall provide adequate parking and work space, shall take reasonable steps to ensure the safety of the students during assignments.
7. 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 UTRGV - Nursing are disrupted or have been cancelled.

8. 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.
9. County shall be responsible for the disposal of medical waste.
10. County agrees to provide preparedness and response training at no cost to the UTRGV – Nursing
11. UTRGV - Nursing agrees to participate in exercises, drills, and emergencies.
12. In a non-emergency declaration the UTRGV - Nursing may support in 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 the UTRGV - Nursing by County.
13. UTRGV - Nursing agrees to assist County with no expectancy of fiscal exchange.
14. 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 UTRGV - Nursing 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.
15. 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.
16. **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.
17. **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.

18. **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.
19. **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 UTRGV - Nursing and County, and not otherwise.
20. **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
1201 W University Dr.
Edinburg, TX 78539

If to County:

Hidalgo County
Attention: Richard F. 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.

21. **Texas Law To Apply.** To the extent authorized by the Constitution and the laws of the State of Texas, UTRGV- Nursing 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 UTRGV – Nursing, its agents or employees, under this Agreement.

22. **Immunities.** Neither Hidalgo County nor UTRGV – Nursing, 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 UTRGV – Nursing 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.
23. **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.
24. **Assignment.** This Agreement shall not be assignable.
25. **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.
26. **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.
27. **Authority to Execute.** The execution and performance of this Agreement by UTRGV – Nursing and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of UTRGV – Nursing and County in accordance with its terms.
28. **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.
29. **Liabilities.** This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither UTRGV – Nursing 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.
30. **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.
31. **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 – Nursing and/or County policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.
32. **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.

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

DS
BSB

Reviewed by UTRGV Legal

UNIVERSITY OF TEXAS RIO GRANDE VALLEY

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

DS
MS
Dr. Christine Shupala, Associate Vice President
for Institutional Accreditation Program
Development and Analysis

HIDALGO COUNTY, TEXAS

By:
Richard F. Cortez
Richard F. Cortez, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON 10/18/22 me

ATTEST:

By:
Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk



APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By:
Victor M. Garza
Victor M. Garza, Assistant District Attorney