

AT 3:10 FILED O'CLOCK P M
DEC 04 2024
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY: Daniela Sedillo DEPUTY

SERVICES AGREEMENT

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 as of the date referenced below, by and between The University of Texas Health Science Center at Houston on behalf of its School of Public Health in Brownsville ("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 Work:** County will perform the scope of the work to the satisfaction of University as described below:

A. **Staff, Equipment, and Training**

- i. County will employ a community health worker (CHW) to carry out the Tu Salud ¡Si Cuental (TSSC) program activities in their municipality, which include the promotion of SNAP - Ed (Supplemental Nutrition Education Program- Education). County will oversee the CHW duties. If the CHW leaves this position, a new CHW must be hired within 60 days. The 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 to protect the County and participant.
- ii. County is responsible for purchasing and maintaining the following equipment required by the program: a laptop computer, projector, a scale, stadiometer, and access to phone for contacting participants. Specifications for these equipment items will be provided by University.
- iii. County will ensure that the CHW has a workspace, including venues to host exercise classes, diabetes prevention program (DPP) classes, and The Happy Kitchen/La Cocina Alegre™ (LCA) classes, in order to implement TSSC program services. All programs must be offered in safe locations and at times convenient to participants. County is expected to comply with University policies and regulations for COVID-19 safety procedures.

B. **Participation in Program Meetings**

- i. County municipal leadership representatives will participate in a minimum of 2 semiannual meetings or seminars organized by University between October 1, 2024 and September 30, 2025.
- ii. County will ensure CHW participates in monthly meetings and seminars organized by university. A maximum of 2 excused absences will be allowed during the agreement period. If two excused absences have been used and CHW cannot attend a monthly meeting, a representative must attend in place of the CHW.
- iii. County and University will meet as needed to discuss progress in meeting the services listed in this agreement.

C. **Community Coalition**

- i. County will ensure participation in an established local community coalition; if one does not exist, the County will create a local community coalition. The purpose of this coalition is to help give County insight into additional strategies for creating a healthy community by involving community members and organizations to provide feedback

and concerns. County and community actions or improvements related to items discussed during the meetings should be documented.

- County municipal leadership representative must attend or host a minimum of 2 coalition meetings by September 30, 2025. County municipal leadership representative will be expected to contribute towards resolving issues identified in the coalition meetings. CHW 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 the coalition meeting was held.

D. Program Implementation

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

i. *Risk Factor Screening and Follow-up* (TSSC CHW Case Management)

County will ensure participant enrollment and follow-up in TSSC CHW Case Management between October 1, 2024 and September 30, 2025 for a minimum of **55 unique individuals** as outlined below. County will offer TSSC interventions to enrolled participants and document participant changes as prescribed by University.

- Of the 55, at least **25 unique individuals with risk factors for chronic disease** reached must successfully complete at least 6 of 7 possible individualized visits per person (first encounter plus completion of 5 educational modules through follow-up visits).
 - Interventions these participants receive include information on clinical risk factors, educational modules, text messages, newsletters (electronic/paper), and exercise and nutrition education.
 - These 25 individuals may include follow up visits for participants first encountered in March 2024 and after.
 - A participant who receives a first encounter plus 6 educational modules through follow-up visits (total of 7 visits) is considered a graduate of TSSC CHW Care (i.e. discharged from CHW care).
 - The University set up a referral process to support individuals who are at risk of or are living with chronic disease in the respective municipality to more quickly access lifestyle change support from the trained CHW. County will work with the University to accept these referrals and deploy their CHW to support health improvements.
- Of the 55 total individuals, an additional minimum of **30 unique individuals** must successfully complete three encounters with a CHW according to the following minimum requirements:

- Minimum of 2 CHW visits (completed first encounter visit with TSSC Enrollment Form and at least one follow-up visit with Follow-Up Form and an educational module)
- PLUS health communication intervention (documented receipt of interventions such as text message, newsletter, and/or online resources such as social media and website in data management system.)
- PLUS group-based community intervention (confirmed participation in group-based community programming intervention such as LCA, DPP, The Challenge-RGV, and/or exercise classes)
 - AND/OR 3rd CHW visit (completed second follow-up visit with Follow-Up Form and educational module)
- Outcomes
 - County will work closely with University representatives to reach the overall program goal of 45% of TSSC participants meeting **physical activity recommendations**.
 - County will also work closely with University representatives to reach the overall program goal of 35% of TSSC participants meeting **fruit and vegetable consumption recommendations**.

ii. Media

County and CHW will identify TSSC participants for University to highlight as role models in media efforts (newsletter, weekly television segment, social media, TSSC website, etc.).

iii. Social Support / Education (Group-Based Community Intervention)

- Exercise Classes
 - County will secure a minimum of 3 venues for group exercise offerings starting **October 1, 2024** and maintain group exercise offerings at 3 venues until **September 30, 2025**.
 - County will ensure that at least 12 free exercise classes per week are implemented by **October 1, 2024**. County will maintain the availability of 12 classes per week until **September 30, 2025**. The free exercise classes must be taught by or coordinated by the CHW.
 - All exercise classes should provide 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.
 - County will ensure CHW submits an accurate exercise class schedule to University on a monthly basis (by the 15th day of the month preceding) to

be posted on various University-run platforms. Any changes to the exercise and nutrition class schedule, including additions and cancellations, must be approved by University. Notice of known cancellations must be sent to University with adequate time to alert the public. Additions to the schedule must be sent to University by the 15th of each month in anticipation of the coming month.

- County is expected to abide by University recommendations for adjusting method of class delivery in response to changing population health needs. This includes moving to virtual platforms or returning to in-person indoor or outdoor venues.

- The Challenge-RGV 2025

- County will actively promote and participate in The Challenge-RGV 2025 activities including the initial weigh-in events (January), midpoint weigh-in events (March), and weigh-out events (April). Participation includes ensuring that the CHW hosts a weigh-in within their community; attends at least one event hosted by the University during kick-off, mid-point, and finale; recruits wellness partners within their communities; and provides measurement tools and data entry supplies for University to utilize at these events. If The Challenge-RGV 2025 is moved to a virtual event only, participation will be expected virtually.

- The Happy Kitchen/La Cocina Alegre™

○ County will implement one The Happy Kitchen/La Cocina Alegre™ session (6 classes) in collaboration with University and Brownsville Wellness Coalition. CHW will be responsible for assisting with recruitment, preparation, and facilitation of classes.

- Diabetes Prevention Program (DPP)

- 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.
 - County will ensure CHW is certified in the 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, 2025.
 - The certified DPP coach must shadow at least 3 DPP class sessions before 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 to and the CHW 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.
- County will invoice a specified amount, to be determined, upon initiation of DPP class by CHW to a pre-assigned PO number specific to DPP class dictated by University. The specified amount will be deducted from the total value of this agreement. If DPP class is not initiated, or County does not assist with class indicated by DDP team, the total value of the contract will be less the specified amount of DPP classes.
- County will be held responsible for the completion of a minimum of 22 class sessions in 12-month curriculum, regardless of change in personnel.

iv. Environmental Infrastructure Change & Policy

- County will work with University and other community organizations to consider environmental infrastructure changes (such as Caracara Trails, sidewalk, on-road bike designations, community gardens, etc.) and policies to promote health (such as tobacco free ordinances, increased fruit and vegetable intake in schools, etc.) to promote health to the residents of their community.

E. Tracking Participant Data, Reporting and Invoicing

- i. County will work with University to ensure the CHW is trained to use the My Own Med (also known as Respond Health) database system.
- ii. County will ensure that the CHW enters 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).
- iii. 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 TSSC CHW Case Management goals.
 - 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. The County will receive written notice of any new and additional information required for data entry.
- iv. County will ensure CHW submits 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.
- v. County will ensure CHW submits all changes to the exercise class schedule by the 15th day of every month to the assigned University staff member.
- vi. County (Site Supervisor) will submit the Project Status Form to University monthly to document progress towards metrics.
- vii. County will participate in UTHHealth's evaluation of municipal activities related to the TSSC program. Evaluation activities include but are not limited to: module delivery by individual, implementation audits and key informant interviews, evaluation of exercise classes, monitoring and observation of classes and screening, follow-up visit outcomes, and other evaluation surveys required by funders.
- viii. County will submit documentation of all other TSSC-related items including partnerships with local businesses and organizations, press coverage, etc.

Any expenses not listed in the Scope of Work above, but relating to the TSSC program, must be submitted in writing to the TSSC Program Manager for prior approval.

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.

2. **Duration of Agreement:** This Agreement shall be effective **October 1, 2024** and shall terminate on **September 30, 2025** with the option to renew this Agreement for **three (3) additional one (1) year terms (each a Renewal Term)**. The Initial Term and each Renewal Term are collectively referred to as the Term.
3. **Compensation:** University shall compensate County as tasks are completed to the satisfaction of

University's authorized representative Dr. Belinda Reininger.

All invoices are paid 'Net 30 Days' from receipt of invoice.

Reimbursement will occur based on the following tiered structures. 50% of the total payment is based on TSSC CHW Case Management, and 50% of the total payment is based on classes delivered.

Table 1. TSSC CHW Case Management

TSSC CHW Case Management Goal*	Reimbursement
25 unique individuals with a minimum of 6 visits	\$15,000.00
30 unique individuals with a minimum of 3 encounters	\$15,000.00

*Refer to Program Implementation requirements (Section 1.D.i.)

Table 2. Exercise Classes

Tiers	Goal Achievement*	Weekly Classes (avg/month)	Reimbursement
100%	83.3-100% +	10-12	\$30,000.00
75%	75%	9	\$22,500.00
50%	50%	6	\$15,000.00
25%	25%	3	\$7,500.00
0%	0%	0	\$0.00

*Refer to Program Implementation requirements (Section 1.D.iii.)

Goal is to maintain a minimum of 12 weekly exercise classes in a minimum of 3 venues.

County must demonstrate fulfillment of these services to receive payment.

If County does not invoice for a minimum of \$30,000 by April 15, 2025, University may choose to terminate this Agreement.

The total value of this Agreement per year shall not exceed \$ 60,000.00.

4. Independent County: It is understood and expressly agreed upon by the parties that County is acting as an independent County 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 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. To the extent allowed by law Venue for any dispute arising out of this Agreement shall lie exclusively in Harris County, Texas. Any earnings derived from services rendered by County are subject to income taxes; such earnings shall be reported to the government at the end of each

calendar year by the University's accounting department. It is understood that County is responsible for paying all applicable federal or state taxes on the compensation paid to County by University. County is a governmental entity and is exempt from paying taxes.

9. Notices: Notices, correspondence, billings, payments, and all other communications shall be addressed as follows:

To University:

The University of Texas
Health Science Center at Houston
P.O. Box 20036
Houston, Texas 77225

To County:

County of Hidalgo
Attn: Richard F. Cortez, County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

With Copy to:

Commissioner Ellie Torres
Hidalgo County Precinct 4
1051 North Doolittle Road
Edinburg, Texas 78542

Payments shall be addressed as follows:

To University:

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

To County:

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

10. Indemnification: To the extent authorized by the Constitution and the laws of the State of Texas, University shall indemnify and hold harmless 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 County arising out of, resulting from, or connected with acts or omissions by University, its agents or employees, under this Agreement. To the extent authorized by the Constitution and the laws of the State of Texas, County shall indemnify and hold harmless University, 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 University arising out of, resulting from, or connected with acts or omissions by County, its agents or employees, under 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 subcounty 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. Nondiscrimination: In the conduct of activities under this agreement, each party shall not unlawfully discriminate against any person on a basis prohibited by applicable law, including but not limited to race, color, national origin, religion, sex, age, veteran status, or disability.

14. 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's 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.
15. Termination: Either 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.
16. 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.

17. 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.
18. 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 sub County 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.
19. Limitation of Liability: Except for University's obligation (if any) to pay County certain fees and expenses 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, sub County, 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.
20. Representations and Warranties by County: If County is a corporation or a limited liability company, County warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of County has been duly authorized to act for and bind County.
21. Franchise Tax Certification: If County is a corporate or limited liability company County certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that it is exempt from the payment of such taxes, or that it is an out- of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

22. Eligibility Certification: Pursuant to Section 2155.004, Texas Government Code, County certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
23. Payment of Debt or Delinquency to the State: Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, County agrees that any payments owing to County under this Agreement may be applied directly toward any debt or delinquency that County owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
24. Texas Family Code Child Support Certification: Pursuant to Section 231.006, Texas Family Code, County certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
25. **Access by Individuals with Disabilities.** County represents and warrants (the "EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to University under the Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent County becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then County represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that County fails or is unable to do so, then University may terminate the Agreement and County will refund to University all amounts University has paid under the Agreement within thirty (30) days after the termination date.
26. 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 County's 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.
27. 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.
28. 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.
29. 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.

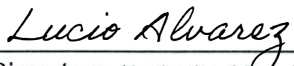
THIS AGREEMENT WILL BE IN EFFECT UPON THE DATE REFLECTED IN NO. 2 - DURATION OF AGREEMENT SECTION ABOVE. UNIVERSITY WILL NOT BE RESPONSIBLE FOR ANY PAYMENTS FOR SERVICES PERFORMED OR PRODUCTS DELIVERED BY CONTRACTOR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

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

HIDALGO COUNTY

THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT
HOUSTON

By: 
Signature
Richard F. Cortez
Typed Name
Hidalgo County Judge
Title
11/27/24
Date

By: 
Signature (Authorized Purchasing Agent)
Lucio Alvarez
Typed Name
Buyer II, UTHealth Houston
Title
12/10/2024
Date

PO Number



Approved by Commissioner's Court on: Nov. 12 2024.
Att# 97132-918

APPROVED AS TO FORM:
Office of Criminal District Attorney
Toribio "Terry" Palacios


Robert Vina, Assistant District Attorney



Arturo Guajardo, Jr., County Clerk