

## **CLINICAL LEARNING EXPERIENCES AGREEMENT**

This agreement (“Agreement”) is by and between Texas A&M University Health Science Center (hereinafter referred to as (“Texas A&M Health”), a health-related institution under the administration of Texas A&M University; a member of The Texas A&M University System (“A&M System”) and an agency of the State of Texas, on behalf of its College of Nursing and the County of Hidalgo by and through its Hidalgo County Health and Human Services Department (“HOST INSTITUTION”) (Texas A&M Health and HOST INSTITUTION, each a “party” or “Party” and collectively the “parties” or “Parties”).

WHEREAS, the HOST INSTITUTION is a governmental entity of the State of Texas.

WHEREAS, Texas A&M Health, through its College of Nursing (“Program”) offers a course of study for Nursing. A critical component of the Program is providing Nursing students (each a “Student” and together the “Students”) with an opportunity to directly apply knowledge and skills gained in the classroom in a clinical setting.

WHEREAS, Texas A&M Health and HOST INSTITUTION share a mutual interest in providing Students in the Program with experience in clinical care and agree to cooperate in the conduct of educational activities through observation and supervised training of Students.

NOW THEREFORE, in consideration of the foregoing and the agreements and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

### **1. PURPOSE OF AGREEMENT**

This Agreement sets forth the terms under which HOST INSTITUTION will provide Texas A&M Health faculty, staff and Student access to all its facilities consistent with the purpose of this Agreement. This Agreement also establishes the manner in which Texas A&M Health will access HOST INSTITUTION’s facilities so that the wellbeing of the clinical site and all individuals involved will not be jeopardized. Foremost, this affiliation encompasses one or more educational programs in which HOST INSTITUTION or any of its affiliated entities is involved.

### **2. TERM OF AGREEMENT**

- A. This Agreement shall commence on July 7, 2026 (“Effective Date”) and continue through July 6, 2031 (the “Term”) unless earlier terminated as provided herein.
- B. This Agreement may be terminated without cause by either Party upon 60 days’ written notice to the other Party, provided that all students currently enrolled in the program at the time of notice of termination shall be given the opportunity to complete their clinical learning experiences at HOST INSTITUTION, such completion not to exceed 6 months.

### **3. SCOPE OF THE CLINICAL LEARNING EXPERIENCE**

HOST INSTITUTION hereby agrees to provide its facilities to Texas A&M Health and Texas A&M Health agrees to the usage of such facility according to the terms and conditions described herein. The faculty and Students in the Program may utilize HOST INSTITUTION facilities for educational activities associated with the clinical learning experience through observation and supervised training. Texas A&M Health or HOST INSTITUTION will not incur financial obligation to each other as a result of this Agreement. The parties acknowledge ultimate responsibility for all client care remains with HOST INSTITUTION and Students will not provide services apart from its educational value.

### **4. TEXAS A&M HEALTH RESPONSIBILITIES**

- A. Select Students for the participation in the clinical learning experience, selecting only those Students with a satisfactory record in the Program and who have met Texas A&M Health requirements;
- B. The decision to exclude or remove Students from the clinical learning experience will be the sole decision of Texas A&M Health and will be adhered to by HOST INSTITUTION;
- C. Provide HOST INSTITUTION with copies of the course outline and course objectives, evaluation criteria as requested and a tentative list of course instructors and their qualifications before the beginning of each clinical learning experience rotation;
- D. Maintain full responsibility and control for planning and execution of the Program, including curriculum, evaluation of students, administration, instructor appointments, and other matters which are normally reserved Texas A&M Health functions, such as granting degrees and advising Students;
- E. Make representatives of Texas A&M Health available to HOST INSTITUTION for assistance and consultation as the need arises and when possible;
- F. Appoint in writing one or more representatives of Texas A&M Health to communicate with the clinical learning experience representative during the course of planning for Student placement at HOST INSTITUTION;
- G. Provide clinical learning experience instructors and/or preceptors in person or by mobile phone during times that Students are at HOST INSTITUTION;
- H. Advise Students of their responsibilities regarding participation in the clinical learning experience, including the responsibility to exhibit professional conduct

and to follow all rules and standards set by Texas A&M Health and HOST INSTITUTION;

- I. Ensure Students attend clinical learning experience orientation, if required by HOST INSTITUTION;
- J. Provide HOST INSTITUTION with written clinical learning experience objectives for each level of Student assigned to HOST INSTITUTION; and
- K. Prepare clinical learning experience rotation schedules; ensure that HOST INSTITUTION receives the Student schedule before their assignment.

## **5. HOST INSTITUTION RESPONSIBILITIES**

- A. Provide an on-site clinical learning experience which is pertinent and meaningful for Students. Students will not participate in hands-on treatment of patients or medical procedures;
- B. Designate and inform Texas A&M Health of a liaison to schedule hours for Students participating in the clinical learning experience;
- C. Accept from Texas A&M Health a number of Students appropriate to staff, space and operations of HOST INSTITUTION;
- D. Allow authorized representatives of Texas A&M Health to participate in the clinical learning experience planning;
- E. Make representatives of HOST INSTITUTION available to Texas A&M Health for assistance and consultation as the need arises and when possible;
- F. Encourage and allow Students to gain properly supervised clinical learning experience appropriate to each Student's level of knowledge and training;
- G. Based on the availability of facilities, allow Student access to departments appropriate to each Student's level of knowledge and training;
- H. Comply with applicable workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at HOST INSTITUTION, HOST INSTITUTION, upon notice of such incident from the student, will provide such emergency care as is provided to its employees, including, where applicable: examination and evaluation at HOST INSTITUTION's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of Hepatitis B, Hepatitis C, and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that HOST INSTITUTION does not have the resources to provide such

emergency care, HOST INSTITUTION will refer such student to the nearest emergency facility.

- I. Make necessary determinations to exclude Students from individual patient care. Texas A&M Health and Students will adhere to this decision.
- J. Upon making necessary decision to deny a Student access to the HOST INSTITUTION, send written notice to Texas A&M Health. Texas A&M Health and Students will adhere to this decision upon receipt of said notice.
- K. Provide adequate space for Student-faculty conferences.
- L. Provide training to Students regarding the confidentiality requirements of HOST INSTITUTION.

## **6. TEXAS A&M HEALTH AND HOST INSTITUTION MUTUAL RESPONSIBILITIES**

Texas A&M Health and HOST INSTITUTION agree to:

- A. In compliance with federal law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, the Parties will not discriminate, sexually harass, or retaliate against any faculty, student, or employee because of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, or any other basis protected by law. Should either Party be given actual or constructive notice of discrimination, harassment, or retaliation on the basis of any of these protected classes, the Parties will cooperate in an investigation to ascertain the facts; stop the discriminatory, harassing, or retaliatory conduct; remedy the effects of such conduct; and prevent the recurrence of such conduct. Texas A&M Health takes responsibility for training its students on its nondiscrimination policies and grievance procedures, and HOST INSTITUTION takes responsibility for training its employees on its nondiscrimination policies and grievance procedures.
- B. Determination of the number of students to be assigned to the clinical learning experience shall be a joint decision based on staff and space available at HOST INSTITUTION and eligible students enrolled in the Program who desire to be educated at HOST INSTITUTION.
- C. This agreement does not prevent HOST INSTITUTION from participation in any other program. Nor does this agreement prevent Texas A&M Health from placing Students at other practicum placements.
- D. There will be on-going, open communication between Texas A&M Health and HOST INSTITUTION to promote understanding of the expectations and roles of

both institutions in providing the clinical learning experience for Students. Texas A&M Health and HOST INSTITUTION representatives will meet as needed at the convenience of both parties to coordinate and improve the clinical learning experience.

- E. Either Texas A&M Health or HOST INSTITUTION may remove a Student participating in the clinical learning experience if, in the opinion of either party, the Student is not making satisfactory progress. Any Student who does not satisfactorily complete the clinical learning experience or any portion of thereof may repeat the clinical learning experience with HOST INSTITUTION only with the written approval of both Texas A&M Health and HOST INSTITUTION.
- F. At no time shall Texas A&M Health Students be considered representatives, employees or agents of Texas A&M Health or HOST INSTITUTION. Texas A&M Health students are not eligible to receive payment for services rendered, replace or substitute for a Texas A&M Health or HOST INSTITUTION employee, or possess authority to enter into any form of agreement, binding or otherwise, on behalf of Texas A&M Health or HOST INSTITUTION.
- G. Texas A&M Health and HOST INSTITUTION each acknowledge that neither party assumes liability for actions taken by Students during the time that they participate in the clinical learning experience with HOST INSTITUTION.
- H. Texas A&M Health and HOST INSTITUTION agree to assist each other in obtaining and maintaining approvals of regulatory agencies needed to conduct the clinical learning experiences under this agreement.
- I. The Parties acknowledge and agree that this Agreement does not require, and shall not be construed to require (directly or indirectly, explicitly or implicitly), any Party to use FACILITY facilities, or the admission or referral of any patients to HOST INSTITUTION or any other facility or service related to HOST INSTITUTION.

## **7. INSURANCE**

- A. HOST INSTITUTION recognizes that the Students, upon payment of a pre-set fee at time of enrollment, are provided an occurrence-based or claims made medical liability coverage. Coverage to be carried by each Student in an amount no less than \$1,000,000 per incident with a maximum total coverage of \$3,000,000. Such policy shall provide for coverage during such times as the Students are on the premises of HOST INSTITUTION.
- B. HOST INSTITUTION acknowledges that, because Texas A&M Health is an agency of the State of Texas, liability for the tortious conduct of employees of Texas A&M Health or for injuries caused by conditions or use of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code Chapters 101 and 104); and that workers' compensation insurance coverage for employees of Texas A&M Health is provided by The Texas A&M University System as mandated by the provisions of Chapter 502, Texas Labor Code. Texas A&M Health shall have the right, at its option, to (a) obtain liability insurance protecting Texas A&M Health and its

employees and property insurance protecting Texas A&M Health 's buildings and contents, to the extent authorized by Section 51.966, Texas Education Code, or other law, or (b) self-insure against any risk that may be incurred by Texas A&M Health as a result of its operations under the Agreement.

## 8. INDEMINIFICATION AND HOLD HARMLESS

- A. To the extent permitted by the laws and Constitution of the State of Texas, Texas A&M Health agrees to indemnify and hold harmless HOST INSTITUTION, their trustees, officers, employees and agents from and against any and all claims, costs, actions, causes or action, losses or expenses resulting from or caused by the actions of Texas A&M Health, or its employees (including Students and faculty members) pertaining to the activities and obligations under this Agreement.
- B. To the extent permitted by the Constitution and the laws of the State of Texas, HOST INSTITUTION shall indemnify, defend and hold harmless Texas A&M Health, A&M System, and their regents, employees and agents (collectively, the “A&M System Indemnites”) from and against any third-party claims, demands, damages, liabilities, expense or loss asserted against A&M System Indemnities (each, a “Claim”) arising out of or related to (i) an allegation that any of the good or services provided by HOST INSTITUTION under this Agreement infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; (ii) HOST INSTITUTION’s breach of any certification, representation, or warranty contained in this Agreement; or (iii) any acts or omissions of HOST INSTITUTION or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such Claim arises from an A&M System Indemnitee’s gross negligence or willful misconduct.

## 9. COMPLIANCE WITH LAWS

- a. **Compliance with Laws.** Each Party shall comply with all federal, state, and local laws, executive orders, rules, and regulations applicable to the performance of its obligations under this Agreement.
- b. **FERPA.** For purposes of the Family Educational Rights and Privacy Act (“FERPA”), Texas A&M Health hereby designates HOST INSTITUTION as a school official with a legitimate educational interest in any education records (as defined in FERPA) that HOST INSTITUTION is required to create, access, receive, or maintain in order to fulfill its obligations under this Agreement. HOST INSTITUTION shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or Texas A&M Health in writing. HOST INSTITUTION is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. HOST INSTITUTION shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on HOST INSTITUTION in this Section, including without limitation, the prohibition on redisclosure. HOST INSTITUTION shall implement and maintain reasonable administrative, technical,

and physical safeguards to secure the education records from unauthorized access, disclosure or use.”

c. **HIPAA.** Texas A&M Health and HOST INSTITUTION agree that:

i. HOST INSTITUTION is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR § 160 and 164 (“the HIPAA Privacy Regulation”);

ii. to the extent that Students are participating in the Program and Texas A&M Health faculty are providing supervision at HOST INSTITUTION as part of the Program, such Students and faculty members shall:

1. be considered part of HOST INSTITUTION workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of HOST INSTITUTION;

2. receive training by HOST INSTITUTION on, and subject to compliance with, all of HOST INSTITUTION privacy policies adopted pursuant to the Regulations; and

3. not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to Texas A&M Health which a student accessed through Program participation or a faculty member accessed through the provision of supervision at HOST INSTITUTION that has not first been de-identified as provided in 45 CFR §164.514(a).

iii. Texas A&M Health will not access or request to access any Protected Health Information held or collected by or on behalf of HOST INSTITUTION, from a student or faculty member who is acting as a part of HOST INSTITUTION workforce as set forth in subsection 2.b., above, or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a); and

iv. No services are being provided to HOST INSTITUTION by Texas A&M Health 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.

## 10. MISCELLANEOUS PROVISIONS

a. **Authority to Contract.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.

- b. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties relating to the subject matter hereof and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties.
- c. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party’s reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).
- d. **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by HOST INSTITUTION’s service to Texas A&M Health. Except as specifically required under the terms of this Agreement, HOST INSTITUTION (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of Texas A&M Health or A&M System. As an independent contractor, HOST INSTITUTION is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers’ compensation insurance. HOST INSTITUTION and its employees shall observe and abide by all applicable policies, regulations, rules and procedures of Texas A&M Health and A&M System, including those applicable to conduct on its premises.
- e. **Non-Assignment.** This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both parties.
- f. **Non-Waiver of Defaults.** The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

- g. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. Texas A&M Health and HOST INSTITUTION can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

**Texas A&M Health:**

Texas A&M University Health Science Center  
College of Nursing - Academic Support  
8447 John Sharp Parkway  
Bryan, Texas 77807  
Attention: Katie Pfeiffer  
Telephone: 979-436-0846  
Email: [nursingcontracts@tamu.edu](mailto:nursingcontracts@tamu.edu)

**With a copy to:**

Texas A&M University  
Department of Contract Administration  
1182 TAMU  
College Station, TX 77843-1182  
Attention: Director, Contract Administration  
Telephone: 979-845-0099  
Email: [contracts@tamu.edu](mailto:contracts@tamu.edu)

**HOST INSTITUTION:**

The County of Hidalgo by and through its Hidalgo County Health and Human Services Department  
1304 South 25th Avenue  
Edinburg, Texas 78542  
Attention: Dairen Sarmiento  
Rangel, Director  
Telephone: 956-383-6221  
Email: [dairen.sarmiento@hchd.org](mailto:dairen.sarmiento@hchd.org)

- h. **Organization.** If HOST INSTITUTION is a business entity, HOST INSTITUTION 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 HOST INSTITUTION has been duly authorized to act for and bind HOST INSTITUTION. Upon Texas A&M Health's request, HOST INSTITUTION shall promptly deliver to HOST

INSTITUTION (i) a certificate of good standing certified by the appropriate governmental officer in its jurisdiction of incorporation or organization; and (ii) a certificate of fact issued by the Texas Secretary of State.

- i. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.
- j. **Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.
- k. **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the services to be provided pursuant to this Agreement.

## 11. STATE AGENCY CLAUSES

- a. **Dispute Resolution.** To the extent that Chapter 2260, *Texas Government Code* is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Texas A&M Health and HOST INSTITUTION to attempt to resolve any claim for breach of contract made by HOST INSTITUTION that cannot be resolved in the ordinary course of business. HOST INSTITUTION shall submit written notice of a claim of breach of contract under this Chapter to the Chief Financial Officer and Vice President of Texas A&M Health, who shall examine HOST INSTITUTION's claim and any counterclaim and negotiate with HOST INSTITUTION in an effort to resolve the claim. This provision and nothing in this Agreement waives Texas A&M Health's sovereign immunity to suit or liability, and Texas A&M Health has not waived its right to seek redress in the courts. This provision and nothing in this Agreement waives HOST INSTITUTION'S sovereign immunity to suit or liability, and HOST INSTITUTION has not waived its right to seek redress in the courts.

- b. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- c. **Non-Waiver of Privileges and Immunities.** Texas A&M Health is an agency of the State of Texas and under the Constitution and the laws of the State of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the State of Texas. HOST INSTITUTION expressly acknowledges that Texas A&M Health is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Texas A&M Health of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of Texas A&M Health. HOST INSTITUTION is a governmental entity of the State of Texas and under the Constitution and the laws of the State of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the State of Texas. Texas A&M Health expressly acknowledges that HOST INSTITUTION is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by HOST INSTITUTION of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of HOST INSTITUTION.
- d. **Not Eligible for Rehire.** HOST INSTITUTION is responsible for ensuring that its employees involved in any work being performed for Texas A&M Health under this Agreement have not been designated as “Not Eligible for Rehire” as defined in A&M System Policy 32.02, Discipline and Dismissal of Employees, Section 4 (“NEFR Employee”). In the event Texas A&M Health becomes aware that HOST INSTITUTION has a NEFR Employee involved in any work being performed under this Agreement, Texas A&M Health will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by Texas A&M Health.
- e. **Venue.** Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against Texas A&M Health is to be in the county in which the principal office of Texas A&M Health’s governing officer is located.
- f. **Public Information.** HOST INSTITUTION acknowledges that Texas A&M Health is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Texas A&M Health’s written request,

HOST INSTITUTION will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of Texas A&M Health to Texas A&M Health in a non-proprietary format acceptable to Texas A&M Health that is accessible by the public. HOST INSTITUTION acknowledges that Texas A&M Health may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and HOST INSTITUTION agrees that this Agreement can be terminated if HOST INSTITUTION knowingly or intentionally fails to comply with a requirement of that subchapter. Texas A&M Health acknowledges that HOST INSTITUTION as a governmental entity of the State of Texas is also obligated to comply with the public information provisions indicated in this subsection.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date first written above.

**TEXAS A&M UNIVERSITY HEALTH  
SCIENCE CENTER**

**THE COUNTY OF HIDALGO BY AND  
THROUGH ITS HIDALGO COUNTY  
HEALTH AND HUMAN SERVICES  
DEPARTMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXECUTED** as of the day and year first written above.

**APPROVED BY COMMISSIONERS' COURT ON July 07, 2026.**

**Agenda Item No. 103919**

**Executive Office: \_\_\_\_\_**

**VENDOR:**  
Texas A&M University Health Science Center

**COUNTY:**  
COUNTY OF HIDALGO

\_\_\_\_\_  
Colleen J. Berg, Director

\_\_\_\_\_  
Hon. Richard F. Cortez, County Judge

**APPROVED AS TO FORM**  
Office of the Criminal District Attorney,  
Toribio "Terry" Palacios

**ATTEST:**

\_\_\_\_\_  
Michelle Lopez, Assistant District Attorney

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**ATTACHMENTS:**  
(If Applicable)

**SUPPLEMENTAL SIGNATURES:**  
(If Applicable)