STATE OF TEXAS §
§
COUNTY OF HIDALGO §

MEMORANDUM OF AGREEMENT BETWEEN
HIDALGO COUNTY AND THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT HOUSTON- BROWNSVILLE CAMPUS

This Memorandum of Agreement is made on the later date of signature by and between **HIDALGO COUNTY** by and through its Department of Health and Human Services, hereinafter referred to as "COUNTY", with administrative offices located at 1304 S 25th, Edinburg, TX 78542, and **THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON** with a business address of 7000 Fannin St., UCT 1006 ("UTHealth"), a member institution of The University of Texas System ("System"), governed by the Board of Regents of System ("Board"), by and through its School of Health Sciences, (the Public Health Division of the Regional Academic Health Center of the Lower Rio Grande Valley) hereinafter referred to as "SPH-B", located at One West University Blvd, University of Texas Brownsville-RAHC Bldg., Brownsville, TX 78520.

The aim of this Agreement is to establish an agreement for the exchange of information and for cooperative research between both institutions in the field of reportable communicable diseases.

I. PROVISION OF SERVICES

The COUNTY coordinates health services to patients with reportable communicable diseases from Hidalgo County and therefore has information on the characteristics of the patients as well as access to data on the strain(s) of infectious agents that has infected them.

The faculty at SPH have developed a comprehensive research program in infectious diseases, including tuberculosis. This program aims to:

a. Develop improved diagnostic methods for infectious diseases

b. Elucidate host factors that increase risk of disease and its transmission to others

c. Enhance understanding of the mechanisms by which microbes elicit disease, including damage to organs such as the lungs, and systems such as the immune system.

d. Identify host factors that predict sequelae in individuals "cured" from the disease, including permanent lung damage or mental health alterations like depression or cognitive decline.

Through this Agreement the parties shall develop by a cooperative agreement the following:

To conduct studies on the nature of the association between reportable communicable diseases and environmental, behavioral and health factors. These studies will benefit all patients with reportable diseases on the U.S.-Mexico border by providing information to the COUNTY, the public, and health providers. For each study, the SPH-B Principal Investigator will forward a written narrative describing the study to the COUNTY Health Administrator who will assist in coordinating the study participation. The COUNTY, through the Health Administrator, may refuse to participate in a particular study at any time or halt data collection and participation at any time for any of these future studies.

<u>The participation of COUNTY in this initiative shall consist of the following:</u>

a. Provide SPH researchers with retrospective and prospective data for analysis and publication on infectious disease trends in the COUNTY.

b. Inform SPH researchers of clients who have possible active tuberculosis or other infectious diseases, and their close contacts who are at risk of infection.

c. Inform the patient very briefly about the study and request their authorization to have the SPH-B outreach worker provide further details.

    a. Thereafter, SPH-B researchers will explain to the individual the study and invite them to participate. If they voluntarily decide to do so, they will sign the informed consent and HIPAA forms approved by UT-SPH-B Committee for the Protection of Human Subjects.

d. Provide SPH-B researchers with the relevant medical information on the Consenting patient, after the patient has released the access to his information by signing the HIPAA form.

e. The specimen collection will be taken from the Consenting participant based upon the nature of the disease. This will be done at a scheduled time and place between the Consenting Patient and the SPH researcher.

f. None of these studies will result in extra cost for the COUNTY. None will put the Consenting Patient at any unnecessary or undue risk.

II. TERM OF AGREEMENT

The term of this Agreement will begin on the November 15, 2026, and shall continue for a period of five (5) years, terminating on November 14, 2031.

III. COMPENSATION

COUNTY will receive no reimbursement from SPH-B for any services provided. SPH-B will receive no reimbursement from COUNTY for any services provided.

IV. NOTICES

All notices or other writing required under this Agreement shall be deemed to have been made when sent by certified or registered mail, return receipt request, to the following address:

TO:
SPA Administrative/Formal Notices Address
The University of Texas Health Science Center at Houston
Sponsored Projects Administration
7000 Fannin, UCT 1006
Houston, Texas 77030-5400

w/ a copy to

SPH-B:
Belinda Reininger, PhD
Regional Dean
UTH- SPH-B-Brownsville Campus
One West University Blvd, SPH building
Brownsville, Texas 78520

TO COUNTY:
Hidalgo County Health Department
Attn: Mrs. Dairen Sarmiento Rangel
1304 S 25th
Edinburg, Texas 78542

V. TERMINATION

This Agreement may be terminated by either party by giving thirty (30) days written notice via certified mail, return receipt requested to the other party hereto of the intention to terminate.

VI. LAW GOVERNING VENUE

a. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding its conflicts of law's provisions.

b. Neither Hidalgo County nor UTHSCH- SPH- B, 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 UTHSCH-SPH- B 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.

c. UTHSCH- SPH-B and Hidalgo County hereto covenant and agree that they will execute 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.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON November 10, 2026.

Agenda Item No. 105199

Executive Office: _____

VENDOR:
The University of Texas Health Science Center
at Houston on behalf of the Brownsville Campus

_____
Kevin Dillon, EVP and CFO

COUNTY:
COUNTY OF HIDALGO

_____
Hon. Richard F. Cortez, County Judge

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

_____
ADA Name, Assistant District Attorney

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)