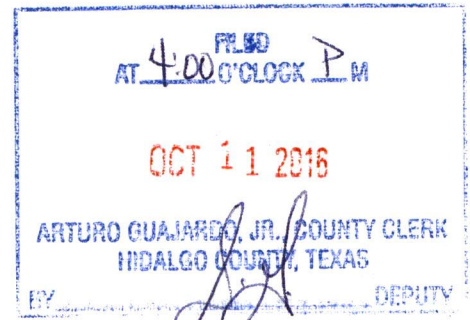


STATE OF TEXAS

COUNTY OF HIDALGO

INTERLOCAL COOPERATION CONTRACT



This Interlocal Cooperation Contract ("this Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

- I. **Contracting Parties:** University of Texas Health Science Center at Houston (UT Health), an agency of the State of Texas.

The Receiving Party: Hidalgo County, Texas (serving as the Anchor entity for the Regional Healthcare Partnership Region 5 which includes Hidalgo County, Willacy County, Cameron County and Starr County)

II. **Statement of Services to be Performed**

1. Organize meetings in the region (at least 2) with providers and other stakeholders to gather information necessary to report on the region's needs.
2. Gather and summarize assessment that has been conducted to determine any additional needs in Regional Healthcare Partnership 5 since DY 1.
3. Update the region's community needs assessment that was submitted with the original Regional Healthcare Partnership plan in 2012, to reflect major changes, including changes to the priority needs;
4. Document and report on the process used to update the region's community needs assessment including a description of the Regional Healthcare Partnership's process for soliciting community stakeholder feedback on the community needs assessment
5. Describe major activities conducted by the Regional Healthcare Partnership during this process
6. Describe data sources or resources/consultants used;
7. Describe any other information that the Anchor thinks is important to provide.
8. Describe the Regional Healthcare Partnership's community needs/priorities and how they changed from the original community needs assessment submitted with the original Regional Healthcare Partnership Plan in 2012. If the updated community needs assessment did not result in new community priorities, explain.
9. Submit updated community needs assessment to the Receiving Party.

III. **Obligation of Receiving Party**

Receiving Party shall pay Contracting Party when the updated community needs assessment has been submitted and approved by Health and Human Services Commission (HHSC). Payment will be based on fees listed on Exhibit A.

IV. **Contract Amount**

The total amount of this Contract shall not exceed \$200,000.00

V. **Payment of Services**

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party.

VI. Warranties

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 791, Texas Government Code; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has the authority to perform the services under authority granted in Chapter 791, Texas Government Code; and (2) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

VII. Term of the Contract. This Agreement is effective as of the date fully executed by both parties ("Effective Date") and shall terminate on June 30, 2017.

VIII. Termination. In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of the Contract, the other party may terminate this Contract without cause upon thirty (30) days advance written notice of termination.

IX. Conflict with 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 provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

X. 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.

XI. 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 City and County, and not otherwise.

- XII. **Texas Law to Apply.** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
- XIII. **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 County: County of Hidalgo
Attention: Ramon Garcia, County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

If to University of Texas Health Science Center at Houston
(UTHealth) an agency of the State of Texas
Attention: Joseph McCormick, MD, MS
Belinda Reininger, Dr. PH
7000 Fannin
Houston, Texas 77030

With copy to: Health & Human Services Department
Attention: Eduardo Olivarez
1304 South 25th Avenue
Edinburg, Texas 78542

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.

- XIV. **Additional Documents.** The parties 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.

- XV. **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.
- XVI. **Assignment.** This Agreement shall not be assignable.
- XVII. **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 of paragraph hereof.
- XVIII. **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 so often as may be appropriate.
- XIX. **Authority to Execute.** The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.
- XX. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
- XXI. **Commitment of Current Revenues Only.** 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 hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

EXECUTED EFFECTIVE as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

RECEIVING PARTY

County of Hidalgo, Texas

Ramon Garcia

Ramon Garcia, County Judge

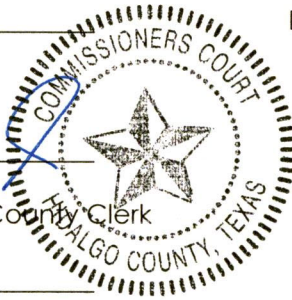
Date: _____

ATTEST:

Arturo Guajardo, Jr.

Arturo Guajardo, Jr. Hidalgo County Clerk

Date: 10-11-16



PERFORMING PARTY

University of Texas Health Science Center at Houston

Joseph McCormick, MD, MS

Date: _____

APPROVED BY
COMMISSIONERS' COURT
ON: 10/4/16

EXHIBIT A

RHP 5 Community Needs Assessment Project Budget

I. Personnel

| Name | Role | Annual Salary | Benefits Rate | % FTE | Salary | Benefits | Total Salary + Benefits |
|-------------------|------------------------|---------------|---------------|-------|--------|----------|-------------------------|
| Joseph McCormick | Principal | 209,359 | 17% | 15% | 23,553 | 4,004 | 27,557 |
| Susan Fisher-Hoch | Cohort Data | 142,386 | 27% | 10% | 10,679 | 2,883 | 13,562 |
| Belinda Reininger | Outreach Data | 145,131 | 27% | 10% | 10,885 | 2,939 | 13,824 |
| Kristina Vatcheva | Data Analysis | 44,290 | 33% | 25% | 8,304 | 2,740 | 11,045 |
| Israel Hernandez | Data Management | 53,014 | 33% | 25% | 9,940 | 3,280 | 13,220 |
| Lisa Payne | Clinic and Survey Data | 73,000 | 27% | 15% | 8,213 | 2,217 | 10,430 |
| Ghadir Helal | Hospital Data | 56,000 | 33% | 15% | 6,300 | 2,079 | 8,379 |
| TBN | Project Coordinator | 49,000 | 33% | 100% | 36,750 | 12,128 | 48,878 |
| Subtotal | | | | | | | \$146,894 |

II. Travel and Supplies

| Description | Total Cost |
|---|------------|
| Local Mileage and Travel to Conferences | 750.00 |
| Supplies | 500.00 |
| Software Licenses | 500.00 |
| Computer/Laptop | 2800.00 |
| Printing Services | 500.00 |
| Subtotal | \$5,050 |

III. Indirect Costs

| Description | Total Cost |
|---------------------------|------------|
| Total Indirect Cost (30%) | 45,583 |
| Subtotal | \$45,583 |

| | |
|-------------------|---------------------|
| Total Cost | \$197,527.76 |
|-------------------|---------------------|

RHP 5 Community Needs Assessment Timeline

| Dates | Tasks |
|--------------------------|--|
| October – November 2016 | <ul style="list-style-type: none"> • UTH Health School of Public Health (UTH SPH) will review other community needs assessments • UTH SPH will review Cohort data to incorporate into community needs assessment |
| November – December 2016 | <ul style="list-style-type: none"> • UTH SPH will request aggregated or de-identified data from hospitals and other organizations • Hospitals and other organizations will submit de-identified data to UTH SPH • UTSPH will review category 3 metrics reported to HHSC by current DSRIP projects related to priorities mentioned in first round needs assessment |
| January – March 2017 | <ul style="list-style-type: none"> • UTH SPH will analyze data provided by hospitals and other organizations • UTH SPH will produce first draft of community needs assessment • DSRIP providers will review first draft of community needs assessment and provide feedback to UTH SPH |
| April 2017 | <ul style="list-style-type: none"> • DSRIP providers and other stakeholders will meet to review updated draft of community needs assessment and provide feedback to UTH SPH including discussion of updated health priority needs for the region- |
| May 2017 | <ul style="list-style-type: none"> • UTH SPH will revise the CNA |
| June 2017 | <ul style="list-style-type: none"> • UTH will submit final CNA to RHP 5 anchor |

UTHealth School of Public Health Contact Information

| | |
|---|--|
| Joseph McCormick, MD, MS Brownsville Regional Dean 956-755-0601 956-466-5577 Joseph.B.McCormick@uth.tmc.edu | Belinda Reininger, DrPH Professor of Health Promotion and Behavioral Sciences 956-755-0654 office 956-343-5497 cell Belinda.m.reininger@uth.tmc.edu |
|---|--|

Texas Healthcare Transformation Waiver

RHP Updated Community Needs Assessment Reporting Form

HHSC will propose rules requiring anchors to provide to HHSC the regions' updated community needs assessment that has been updated to reflect major changes, including changes to the priority needs from the community needs assessment that was submitted with the original RHP plan in 2012. Updating the community needs assessment is required as part of the region's process for selecting the regional performance bonus pool measures, and is required in order for an anchor to receive its transition year (DY6) anchor allocation.

Instructions

Please summarize your process for updating your region's community needs assessment. HHSC is not prescribing the process the region should use for updating the community needs assessment. Answering the questions on this form satisfies the requirements for reporting the region's updated community needs assessment.

HHSC indicates general information that should be included in each narrative response, but otherwise each anchor may include information specific to its RHP.

Each anchor should submit the RHP Updated Community Needs Assessment Reporting Form by October 31, 2017 to HHSC (TXHealthcareTransformation@hhsc.state.tx.us).

Anchor Information

| | |
|-------------------------------|---------------------------|
| RHP Number | Click here to enter text. |
| Anchor's Name: | Click here to enter text. |
| Anchor's Phone Number: | Click here to enter text. |

1. Describe the RHP's process for updating the regional community needs assessment.

This section should include:

- a summary of the region's process for updating the RHP community needs assessment;
- major activities conducted by the RHP during this process;
- data sources or resources/consultants used; and
- any other information that the Anchor thinks is important to provide.

Click here to enter text.

This is a draft form. Please do not submit this form to HHSC.

2. Describe the RHP's process for soliciting community stakeholder input on the community needs assessment.

This section should describe the process used to obtain stakeholder feedback on the community needs assessment, which stakeholder groups/types were involved (e.g. local physician groups), including stakeholders who are not currently performing providers in the region.

Click here to enter text.

3. Describe the RHP's community needs that changed or the priorities that were updated, if any, as a result of this process.

This section should describe the new community needs/priorities and how they changed from the original community needs assessment submitted with the original RHP Plan in 2012. If the updated community needs assessment did not result in new community priorities, this should be explained.

Click here to enter text.

4. Any additional information the anchor would like to share about the RHP's updated community needs assessment.

This question is not required.

Click here to enter text.



Handbook of Operating Procedures

Indirect Costs

Policy Number: 69

| | | | |
|-----------------------|--------------------------------------|-------------------------------|--|
| Subject: | Indirect costs on sponsored projects | Responsible Office: | Sponsored Projects Administration |
| Scope: | Employees | Responsible Executive: | Senior Vice President, Finance and Business Services |
| Date Reviewed: | August 2014 | | |

I. POLICY AND GENERAL STATEMENT

Unless specifically disallowed by a sponsor's written policies, The University of Texas Health Science Center at Houston ("university") must recover all indirect costs on contracts and grants by applying its relevant policies and procedures.

Sponsored Projects Administration will ensure that all proposals submitted to any sponsoring agency include the appropriate indirect cost recovery. Any deviation from the indirect cost rates described below will require the prior approval of the dean or administrative equivalent of the appropriate unit and the Senior Executive Vice-President, Chief Operating and Financial Officer. All contracts will be comprehensively reviewed prior to finalization in order to ensure recovery of all costs.

A portion of indirect cost recovery will be returned to units as part of the annual budget based upon the actual level of indirect cost recovery brought in by a unit. Annual revenue from indirect cost recoveries will be distributed as defined in the annual budget instructions.

II. DEFINITIONS

Direct costs are those costs that can be directly related to a specific project. Examples of such costs include the salaries, wages, and benefits of the researchers and support staff, consumable supplies, travel and equipment necessary to carry out the project, patient care charges, and alterations and renovations required by the research.

Indirect costs are those costs that cannot be directly related to a specific project but are incurred in providing services in the operating environment within which the research project is carried out and on which it relies. Examples of these costs include: maintaining and staffing libraries, maintaining buildings and grounds, and providing security, housekeeping services and utilities.

III. PROCEDURE

The applicable indirect cost rate is determined by the source of the funds and the type of activity.

A. Federal Sponsored Projects

The indirect cost rates for federal sponsored projects are established through negotiation between the university and the Department of Health and Human Services. These negotiations are based on actual indirect costs incurred by the institution in the previous fiscal year. Sponsored Projects Administration prepares the proposal. The term of the negotiated agreement may be one or more years. Indirect cost rates are negotiated for both on-campus and off-campus research.

The specific expense categories that make up the overall indirect cost rate include building use, equipment use, improvement use, operation and maintenance, general administration and general institutional expense, departmental administration, sponsored projects administration, and libraries. The federal rate is applicable to all research grants (except for training grants) for which the ultimate source of funds is the federal government. Sponsored Projects Administration should be contacted for current federal rates.

In accordance with the university's rate agreement, for all activities performed in facilities not owned by the university and to which rent is directly allocated to the project(s), the off campus rate will apply. If rent is not applied to the project(s), the on campus rate shall apply. There will not be more than one indirect rate charged to a project. If more than 50% of a project is performed off campus, only the off campus rate will apply.

B. Non-Federal Sponsored Projects

Applications for non-federal sponsored projects shall include in the budget a minimum of 30 percent of total direct costs as indirect cost recovery, unless:

- The funding agency has a written policy that it pays a different fixed indirect cost rate.
- The request for proposal or funding opportunity announcement details a different indirect cost rate.
- A not-for-profit agency provides a letter signed by a representative on official letterhead that it will pay a different rate on the specific award.

IV. CONTACTS

| Contact | Telephone | Email/Web Address |
|-----------------------------------|--------------|---|
| Sponsored Projects Administration | 713-500-3999 | preaward@uth.tmc.edu https://www.uth.edu/sponsored-projects-administration/ |

Dairen Sarmiento

From: Steve Crain <scrain@atlashall.com>
Sent: Thursday, September 22, 2016 4:49 PM
To: 'Dairen Sarmiento'
Subject: RE: AI 56540

The interlocal is OK.

From: Dairen Sarmiento [<mailto:dairen.sarmiento@hchd.org>]
Sent: Thursday, September 22, 2016 4:29 PM
To: 'Steve Crain' <scrain@atlashall.com>
Subject: AI 56540

Hi Steve,

Please review the attached contract and the attachments. Thanks.

Respectfully submitted,

Dairen Sarmiento
1304 South 25th Avenue
Edinburg, Texas 78542
956-318-2011 extension 7365

AI-56540

✓ BPS

Health & Human Services Dept.

CC - REGULAR

Meeting Date: 10/04/2016

Submitted For: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Approval of Inter local Cooperation Contract between University of Texas Science Center at Houston (UT Health), an agency of the State of Texas and Hidalgo County, Texas (serving as the Anchor entity for the Regional Healthcare Partnership, Region 5).

BACKGROUND

Contract purpose is to update the regional community needs assessment which is due June 2017.

Fiscal Impact

FISCAL YEAR: 2016

ACCT. #: 1100-444-00-240-005-0-350

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

339

BUDGETARY IMPACT:

Attachments

- POLICY ✓
- TIMELINE ✓
- CONTRACT ✓
- FEE SCHEDULE ✓
- LEGAL
- UPDATE ✓

Form Review

| Inbox | Reviewed By | Date |
|-----------------------------------|--------------------|---------------------------------|
| (Originator) | Dairen Sarmiento | 09/22/2016 11:19 AM |
| Form Started By: Dairen Sarmiento | | Started On: 09/22/2016 11:19 AM |