

WHEREAS, **UTRGV** desires to provide an educational experience for its students and **County** residents, under the direction of **UTRGV** faculty and personnel, through the delivery of clinical healthcare services, telemedicine, health promotion, health education, recreation, disease prevention, community development, and other scholarly activities and services, which will be provided to **County** constituents at the **Facility** by utilizing designated interior space (the “**Clinic Space**”), the Endowment Center, and other suitable Facilities.

WHEREAS, the **Parties** recognize the need for improved and more easily accessible Services for the residents of the **County** in and around the San Carlos community;

NOW, THEREFORE, the **Parties**, in consideration of the mutual obligations herein and other good and valuable consideration, the receipt of which is hereby acknowledged, agree to collaborate according to the terms, conditions, and covenants set forth as follows, to wit:

1. Program

- a) **County** shall furnish use of **Facilities** to **UTRGV** on a mutually agreed operating schedule and assign appropriate space on **Facility** premises for office and other support-related activities without cost to **UTRGV**, to facilitate the **Program**.
- b) **UTRGV** and **County** intend that the **Facility** shall provide a place for the delivery of a variety of services to help improve the self-sufficiency, health, safety, and welfare of the residents of the area known as San Carlos (the “**Services**”). These **Services** shall include but are not necessarily limited to, health promotion, education, recreation, disease prevention, community development, clinical services, telemedicine services, and other service programs. **County** will consult with **UTRGV** before modifying the uses of the **Facility** as provided under this **Agreement**.
- c) **UTRGV** will design and provide public service and educational experiences for its students, utilizing as necessary the personnel, equipment, and space at the **Facility**.
- d) The goal of the **Program** is to engage and empower community residents to undertake behaviors and make changes that improve individual and population health in the **County** and the surrounding communities of San Carlos; and provide for primary health care services and inter-professional experiences for the **UTRGV** students involved.

2. UTRGV's Obligations– UTRGV, where appropriate shall:

- a) Provide or arrange for the provision of community, student, and resident education programs and other scholarly activities, and onsite primary care medical services, including health screenings; diagnosis and treatment of simple or chronic illnesses; laboratory testing; counseling and referrals which may include telemedicine, as provided for by available funding sources (collectively, “**Services**”)
- b) Provide **Services** via designated **Clinic Space** and **Facilities** and to staff or arrange for the staffing of the **Clinic Space**, if made available, with healthcare providers, social workers, and/or other support staff to provide **Services** to designated patients.
- c) **UTRGV** shall Provide and maintain necessary equipment, supplies, and connections for the provision of **Services** via designated **Clinic Spaces** and appropriate **Facilities**.
- d) **UTRGV** shall require that any students selected for participation in the **Program** have satisfactorily completed all portions of the applicable curriculum that are prerequisites for participation in the **Program**.
- e) **UTRGV** shall inform all faculty, employees, students, and other **UTRGV**-affiliated personnel participating in the **Program** that they are required to comply with applicable rules and regulations of the **County** and the individual **Facility** while on the premises of the **Facility**, and comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by **County** or **Facility**.
- f) **UTRGV** shall, upon request, provide the **County** with documentation that **UTRGV** employees assigned have all licenses, permits, or certificates as may be required by law and/or requested by the **Facility**.
- g) **UTRGV** shall remove any student and/or employee from **Program** activities at **Facility** if determined that such individual has violated the rules and regulations of the **Facility**, or has engaged in conduct that disrupts the activities carried on at the **Facility**, or threatens the safety of **Facility** personnel or individuals at the **Facility**.

- h) **UTRGV** shall provide for, and manage the monitoring services of a security alarm system for the assigned areas of the **Facility** that they will be utilizing. **UTRGV** will be responsible installation, repair, replacement, or upkeep of the system or components that have been installed to facilitate the **Program** and/or **Services** provided by UTRGV
- i) **UTRGV** shall be responsible installation, repair, replacement, or upkeep of systems or components that have been installed by UTRGV to facilitate the **Program** and/or **Services** provided by **UTRGV**.
- j) **UTRGV** shall provide for and manage internet services systems for the assigned areas of the **Facility** that **UTRGV** will be utilizing, including but not limited to the use of **UTRGV's** email server(s) and related systems. **UTRGV** will be responsible installation, repair, replacement, or upkeep of the system or components that have been installed to facilitate the **Program** and/or **Services** provided by UTRGV
- k) **UTRGV** shall provide for and manage services for the storage and disposal of medical waste and hazardous material including but not limited to needles and syringes, used to facilitate the **Program** and/or **Services** provided by **UTRGV**.
- l) **UTRGV** shall be responsible for the management, security, and control of all medication and hazardous materials, utilized to facilitate the **Program** and/or **Services** provided by **UTRGV**, located and/or stored within the assigned areas of the **Facility**.
- m) **UTRGV** shall consult with, and obtain written approval from the **County** in regards to any modifications or additions to the assigned area of the **Facility** that will be utilized for the **Program** and/or **Services**.
- n) **County** acknowledges that, because **UTRGV** is an agency of the State of Texas, liability for the tortious conduct of agents and employees of **UTRGV** (other than for certain medical liability) or injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101, 104 and 108), and that Workers' Compensation Insurance coverage for employees of **UTRGV** is provided by **UTRGV** as mandated by the provisions of Texas Labor Code, Chapter 503. According to the authority of Chapter 59 of the Texas Education Code, **UTRGV** will maintain during the term of this **Agreement** a self-funded program for professional liability coverage for **UTRGV** physicians, residents, and medical students against any claims for

damages arising because of personal injury or death occasioned directly or indirectly by the negligent acts or omissions of **UTRGV** physicians, residents or medical students. **County** further acknowledges that, as an agency of the State of Texas, **UTRGV** shall self-insure against any other risk that may be incurred by **UTRGV** as a result of its operations under this **Agreement**.

- o) As part of the **Program**, **UTRGV** will provide staffing to perform clinical services at the **Facility** on a mutually agreeable schedule so long as funding is available to cover all costs.

3. County's Obligations— County, Facility, and personnel, where appropriate, shall:

- a) **County** agrees to furnish the use of **Facility** to **UTRGV** on a mutually agreed time, including assigning appropriate areas(s) of the **Facility** premises for offices and other support-related activities to facilitate the **Program** and/or **Services**.
- b) **County** agrees to make the **Facility** available for use by **UTRGV** to provide **Services** to those that qualify to receive **Services**. In addition, **UTRGV** shall provide **Services** without respect to race, color, age, sex, religion, national origin, disability, or any other protected class under the law.
- c) **County** agrees to provide for the maintenance of **Facilities** to keep **Facilities** in good repair; provide insurance(s) deemed sufficient by **County**; ensure that the **Facilities** meets all requirements of federal, state, and local laws for **UTRGV** to provide **Services** in facilitating the **Program**; and provide all utilities.
- d) **County** agrees to assist **UTRGV**, as appropriate, with all applicable requirements of any accreditation authority, meeting any regulatory or accreditation requirements related to the **Program**, and assist in the certification of such compliance upon request by **UTRGV**.
- e) **County** agrees to provide the use of mutually agreed and designated assigned area(s) located within the **Facility**, for the **UTRGV** Medical Program.

- f) **County** agrees to provide custodial services to the **Facility** including but not limited to sweeping, mopping, and trash disposal of non-hazardous and non-medical waste materials.
- g) The **County** shall have complete access to the **Facility**, including assigned areas that **UTRGV** will be utilizing; excluding the access to areas where medicines and/or any hazardous materials are stored, and excluding areas or devices where students' or patients' records may be stored or areas during times when patients are being examined.

4. General Provision

- a) **Term.** This **Agreement** shall commence as of the day and year first written above and remain in effect until **August 31, 2025**. Thereafter, this **Agreement will automatically renew for two (2) additional one (1) year terms under the same terms and conditions**, or as amended by written agreement between the **Parties**.
- b) **Termination.** This **Agreement** may be terminated by either **Party** without cause by giving the other **Party** ninety (90) days' written notice.
- c) **Independent Contractors.** Under no circumstances shall any employee, patient, participant, or student of **UTRGV** be considered an agent or employee of the **County**. Any employee, patient, participant, or student of **UTRGV** will be considered to be on the premises to participate in the **Program**. **County** has no authority to dismiss **UTRGV** employees or students without **UTRGV's** consent. However, **County Facility** personnel may make recommendations and shall retain their full power to control the practice and operations of the **Facilities**. **UTRGV** at all times will act as an independent contractor and not as a partner or agent of the **County**. Neither **County** nor **UTRGV** will act or hold itself out to third parties as a partner, employee, joint venture, or agent of the other party in the provisions of services under this **Agreement**.
- d) **Entire Agreement.** This **Agreement** constitutes the entire agreement between the **Parties** concerning the subject matter hereof. No prior or contemporaneous agreements, written or oral, will be effective to vary the terms of this **Agreement**. No

amendment to this **Agreement** shall be effective unless reduced to writing specifically referencing this **Agreement** and signed by an authorized representative of each **Party**.

- e) **Compliance.** The **Parties** will comply with applicable federal, state, and local laws, ordinances, rules, and regulations in the performance of this **Agreement** including applicable, confidentiality and safety regulations.
- f) **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.
- g) **Notice.** Except as may be otherwise specifically provided in the **Agreements**, 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) send 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:** **Richard F. Cortez**
 Hidalgo County Judge
 100 E. Cano, Second Floor
 Edinburg, Texas 78539

With a Copy to: **Eduardo Olivarez**
 Chief Administrative Office
 Department of Health
 1304 S 25th Ave,
 Edinburg, TX 78542

Ellie Torres
Commissioner
Precinct 4
1051 Doolittle Rd,
Edinburg, TX 78542

If to **UTRGV**: **Michael A. Patriarca**
Executive Vice Dean
School of Medicine
1201 W. University Drive
Edinburg, Texas 78539

Each notice, demand, request, or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or if mailed at such time as it is deposited in the United States mail.

- h) **Controlling Law.** This agreement shall be construed under and by the laws of the State of Texas, and all obligations of the **Parties** created hereunder are performable in Hidalgo County, Texas.
- i) **Additional Documents.** The **Parties** agree that they will use reasonable, good faith efforts to execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this **Agreement**.
- j) **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**.
- k) **Non-Discrimination.** The **Program** and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable federal and state law, **County** policy, or **UTRGV** policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.
- l) **Liabilities.** This **Agreement** is not intended to extend the liability of the **Parties** beyond that provided by law. Neither **UTRGV** nor **County** waive, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.
- m) **Immunities.** Neither **County** nor **UTRGV**, 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 **County** and **UTRGV**

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**.

- n) **Severability.** The invalidity or unenforceability of any provisions of this **Agreement** will not affect the validity or enforceability of any other provision.
- o) **Headings.** The headings used herein are for convenience only and do not limit the contents of this **Agreement**.
- p) **Medical Records.** All medical records created to document the provision of **Services** are the sole property of **UTRGV**.
- q) **Performance of Governmental Functions.** The **Parties** hereto are entering into this **Agreement** to provide governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided. **UTRGV** will utilize all available funding from state and federal grants, collections from commercial insurers, and other private funding sources to provide for **Services** delivered under this **Agreement**. Co-pays for uninsured patients shall be mutually agreed upon by the **Parties**.
- r) **Commitment of Current Revenues.** If during the term hereof, the governing body of any **Party** does not appropriate or receive 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 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.
- s) **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.327, a non-federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are incorporated by reference into this **Agreement** should it be subject to Federal award.
- t) **HIPAA.** The **Parties** understand and agree that **UTRGV** is a licensed health care provider who is required to comply with state and federal privacy laws as to **UTRGV's**

patients, including the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 and all amendments thereto (commonly known as the “Privacy Standards”), as promulgated by the U.S. Department of Health and Human Services under the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 and all amendments thereto (“HIPAA”). If in its use of **Clinic Space UTRGV** creates, stores or maintains “protected health information” (“PHI”), as that term is defined by 45 CFR §160.103 and all amendments thereto, in the **Clinic Space**, the **Parties** agree that nothing in this **Agreement** gives **County** or **County**’s employees and agents any right to access, use or disclose **PHI** and that **County** and its employees and agents shall never need or seek access to, or the use of, any **PHI** of **UTRGV**. **UTRGV** shall take reasonable efforts to safeguard **PHI** confidentially and securely to prevent **County** or its employees or agents from inadvertently coming into contact with **PHI** within the **Clinic Space**. However, if **PHI** is accessed (whether inadvertently or otherwise) by **County** or its employees or agents, the **Party** discovering such disclosure shall promptly notify the other **Party** and **County** agrees to promptly take commercially reasonable measures to prevent any subsequent dissemination by **County** or **County**’s employees or agents of such **PHI** to third parties. The **Parties** agree that the provisions of this section do not create, and are not intended to create, a “business associate” relationship between the **Parties** as that term is defined by the Privacy Standards.

[Signature Page Follows]

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON August 18, 2022.

Agenda Item No. 86972

Executive Office: MS

UTRGV:
University of Texas Rio Grande Valley

County:
County Of Hidalgo

DocuSigned by:
Michael Patriarca 8/31/2022
3FD898E4E60845F

Richard F Cortez

Michael A. Patriarca, MBA,
Executive Vice Dean, School of Medicine

Hon. Richard F. Cortez, County Judge

Approved as to legal form: JAG
UTRGV Contract No. DOHAOPS-ILOCAL-762-2022

Acknowledge by: John Ronnan
John Ronnan, Ph.D.
Professor & Sr. Associate Dean, Community Health Partnerships

Acknowledge by: Tony Ogburn, MD
Tony Ogburn, MD
Professor & Chair, Obstetrics & Gynecology

APPROVED AS TO FORM:
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

ATTEST:



Amanda D. Austin
Amanda D. Austin, ADA

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)

INTERLOCALS\
Commissioner Pct. 4\
San Carlos 86st CRC\
UTRGV\












C-22-0390-08-18 UTRGV-HIDALGO COUNTY

Final Audit Report


2022-09-01

Created:	2022-08-31
By:	Yolanda Velasquez (yolanda.velasquez@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3Z2bidDPVdU97UJ3IT24izvuVd7iMORO

"C-22-0390-08-18 UTRGV-HIDALGO COUNTY" History

-  Document created by Yolanda Velasquez (yolanda.velasquez@co.hidalgo.tx.us)
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-  Document emailed to Monica Salinas (monica.salinas@co.hidalgo.tx.us) for approval
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-  Signer amanda.austin@da.co.hidalgo.tx.us entered name at signing as Amanda Diane Austin
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-  Document e-signed by Amanda Diane Austin (amanda.austin@da.co.hidalgo.tx.us)
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-  Document emailed to countyjudge@co.hidalgo.tx.us for signature
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-  Signer countyjudge@co.hidalgo.tx.us entered name at signing as Richard F. Cortez
2022-08-31 - 4:50:35 PM GMT



 Document e-signed by Richard F. Cortez (countyjudge@co.hidalgo.tx.us)


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 Signer arturo.guajardo@co.hidalgo.tx.us entered name at signing as Arturo Guajardo Jr.

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 Agreement completed.

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