

AT 11:04 FILED O'CLOCK A M
DEC 16 2022
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY [Signature] DEPUTY

**MEMORANDUM OF AGREEMENT BETWEEN
TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER (TEXAS A&M HEALTH)
AND HIDALGO COUNTY**

THIS MEMORANDUM OF AGREEMENT, hereinafter referred to as the **“Agreement”**, is made by and between Texas A&M University Health Science Center (Texas A&M Health), 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 an agency of the State of Texas, on behalf of Texas A&M Health in McAllen, hereinafter referred to as **“McALLEN”** and Hidalgo County, hereinafter referred to as **“HIDALGO”**. McALLEN and HIDALGO are referred to individually as “party” and collectively as “parties.”

WHEREAS, McALLEN is a component of the Texas A&M University Health Science Center providing Healthy South Texas (HST) programs in the Rio Grande Valley of Texas; and

WHEREAS, this Agreement is of mutual interest and benefit to the parties;

NOW, THEREFORE, the parties enter into the following Agreement:

1. PURPOSE

The purpose of this Agreement is to establish a cooperative agreement so that McALLEN and HIDALGO can work together for the provision of HST Programs, to include diabetes education and medication assistance services, to the uninsured and/or underinsured residents within Hidalgo County, with a special emphasis on medically underserved and rural communities.

2. STATEMENT OF SERVICES TO BE PERFORMED:

McALLEN will provide during the term hereof the following:

1. Staff to provide diabetes education and medication assistance services to eligible residents.
2. Staff will provide referrals for support services, as available.
3. Computing equipment (laptop), software, printer, projector, and ancillary office and medical supplies/equipment.
4. Promote the diabetes education and medication assistance programs in the communities served.

HIDALGO will provide during the term hereof the following:

1. Designated/private office space and related occupancy costs for the delivery of medication assistance services by McALLEN staff.
2. Classroom and private screening (biometric collection) space and related occupancy costs for the delivery of diabetes education services by McALLEN staff.
3. Said designated/private office, classroom and private screening space will be located at designated sites(s) as agreed upon by both McALLEN AND HIDALGO with the first location(s) as follows:

**Hidalgo County Precinct 2 Community Resource Center - Alamo
1429 S Tower Rd
Alamo, TX 78516**

**Hidalgo County Precinct 2 Community Resource Center – San Juan
509 Earling Rd
San Juan, TX 78589**

4. Additional site(s) may be added as deemed appropriate and agreed upon, by both McALLEN and HIDALGO, in writing.
5. Designated location(s) to park the McALLEN Mobile Health Prevention and Education Unit, as available, for marketing, recruitment, program promotion, service delivery, and special event purposes.
6. Marketing referrals to the diabetes education and medication assistance programs to include distribution of flyer(s), provided by McALLEN, to Hidalgo County clients.

3. COMPENSATION AND METHOD OF PAYMENT

There shall be no compensation paid to McALLEN and HIDALGO for services provided.

4. CONFIDENTIALITY

HIDALGO requires that any individual who will view or handle the confidential information to comply with this confidentiality agreement and, complete the Texas Department of State Health Services online security training accessed at: <https://tx.train.org>. Therefore, to the extent applicable, HIDALGO and TEXAS A&M agree that:

- a. The confidential information shall be disclosed only for the purpose for which it was received.
- b. The information shall be labeled as confidential.
- c. The confidential information shall be kept securely.
- d. The number of copies made of the confidential information, or the notes taken from the confidential information that implicate the confidential nature of the information shall be controlled and all copies or notes that are not destroyed shall remain confidential and subject to the confidentiality agreement.
- e. The confidential information shall not be re-disclosed to any other party or individual (other than the parties and individuals who have signed this agreement) for any purposes whatsoever.
- f. Confidential Protected Health Information shall be maintained in accordance with applicable federal and state law including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) and the Texas Medical Rights and Privacy Act, as amended.

5. TERM OF AGREEMENT

The term of this Agreement will become effective on the date of final execution by both institutions and expire on August 31, 2023. Thereafter, the parties upon mutual agreement may amend the Agreement to extend the term of this Agreement for up to four (4) additional

one (1) year terms. This Agreement shall remain in full force and effect during the above-referenced time unless properly terminated by either party, as provided by this Agreement.

6. TERMINATION

This Agreement may be terminated by any the following occurrences:

- A. By mutual agreement and consent in writing by both parties.
- B. By either party upon thirty (30) days written notice to the other party.
- C. By either party upon the failure of the other party to fulfill its obligations as set forth in this Agreement.

7. AMENDMENTS

Any and all changes to this Agreement may be enacted by written amendment or addendum properly executed by the appropriate representative of each party.

8. ASSIGNMENT

Neither party shall assign, sublet, or transfer its interests in this Agreement without the prior written consent of the other party, except that may transfer its interest in this Agreement to an entity related to it by ownership or control without such prior written consent.

9. LIABILITY AND INDEMNITY

The parties hereto agree, to the extent permitted by the constitution and State of Texas laws, to forever release from liability, indemnity, and hold harmless each other for the acts and/or omissions of their respective employees. Specifically, each party agrees, to the extent permitted by law, to fully release, indemnify, and hold harmless the other for the acts and/or omissions of any employee or agent that may violate the terms of this Agreement, or any other state or federal law applicable to, or arising out of, this Agreement.

10. NOTICES

All notices from either party to the other required under this Agreement shall be personally delivered or mailed to such party by certified or registered mail, return receipt request, to the following addresses:

For HIDALGO: Eduardo Olivarez, Director
Hidalgo County Health Department
1304 S 25th Avenue
Edinburg, TX 78542
956-383-6221
956-318-2019 (Fax)
Eddie.olivarez@hchd.org

For McALLEN: Rose L. Lucio, Director
Texas A&M Health in McAllen
2101 South McColl Rd
McAllen, TX 78503-14892561
956-668-6314
956-668-6301 (Fax)
lucio@tamu.edu

11. EQUAL OPPORTUNITY

The parties shall provide all services associated with the subject matter of this Agreement in compliance with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (34 C.F.R., Section 106, et seq.), and all other applicable federal and state nondiscrimination statutes or laws. Neither McALLEN nor HIDALGO will discriminate against any person on the basis of race, religion, color, sex, national origin, or disability in the carrying out of the terms of this Agreement.

12. REPRESENTATIONS AND WARRANTIES

If HIDALGO is a business entity, HIDALGO warrants, represents, covenants and agrees it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization is duly authorized in good standing to conduct business in the State of Texas, it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and the individual executing the Agreement on behalf of HIDALGO has been duly authorized to act for and bind HIDALGO.

13. GOVERNING LAW

The validity of this Agreement and all matters pertaining thereto, including but not limited to matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation of construction shall be governed and determined by the Constitution and the laws of the State of Texas.

14. VENUE

This Agreement shall be silent as to applicable Venue.

15. INAPPLICABLE PROVISIONS

None of the following provisions, if they appear in the Agreement, shall have any effect or be enforceable against Texas A&M Health: (i) requiring Texas A&M Health to maintain any type of insurance either for Texas A&M Health's benefit or for HIDALGO'S benefit; (ii) renewing or extending the initial agreement term or automatically continuing or renewing the original agreement term; and (iii) binding Texas A&M Health to any arbitration, to the decision of any arbitration board, commission, panel or other entity, or to any other alternative dispute resolution other than is provided below.

16. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by McALLEN and HIDALGO to attempt to resolve any claim for breach of contract made by HIDALGO that cannot be resolved in the ordinary course of business. HIDALGO shall submit written notice of claim of breach of contract under this Chapter to the Chief Financial Officer and Vice President of the Texas A&M University Health Science Center (Texas A&M Health), who shall examine HIDALGO'S claim and any counterclaim and negotiate with HIDALGO in an effort to resolve the claim.

17. LOSS OF FUNDING

Performance by Texas A&M Health under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, then Texas A&M Health will issue written notice to HIDALGO and Texas A&M Health may terminate this Agreement without further duty or obligation hereunder. HIDALGO acknowledges that appropriation of funds is beyond the control of Texas A&M Health.

18. INSURANCE

HIDALGO acknowledges that, because Texas A&M Health is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of Texas A&M Health or for injuries caused by conditions of tangible state property is provided for solely by the provision 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 Texas A&M Health 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 buildings and the contents, to the extent authorized by Section 51.96, *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 operation under this Agreement.

19. FORCE MAJEURE

Neither party will be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a party's financial inability to perform its obligations shall in no event constitute a Force Majeure.

20. LIMITATIONS

The Parties are aware that there are constitutional and statutory limitations on the authority of Texas A&M Health and HIDALGO AS entities of the State of Texas to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on the parties property; disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on either party except to the extent authorized by the laws and Constitution of the State of Texas. Neither the execution of this Agreement by either party nor any other conduct, action, or inaction of any representative of either party relating to this Agreement constitutes or is intended to constitute a waiver of either party's or the state's sovereign immunity to suit.

21. NON-WAIVER

HIDALGO expressly acknowledges that McALLEN is an agency of the State of Texas and nothing in this agreement will be construed as a waiver or relinquishment by McALLEN of its right to claim such exemptions, privileges, and immunities as may be provided by law. McALLEN expressly acknowledges that nothing in this agreement will be construed as a waiver or relinquishment by HIDALGO of its right to claim any exemptions, privileges, and/or immunities as may be provided to it by law.

22. PUBLIC INFORMATION

HIDALGO acknowledges that McALLEN 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. McALLEN agrees to advise HIDALGO in writing of any such public information requests in accordance with the Public Information Act.


WHEREAS Texas A&M Health in McAllen and Hidalgo County agree to the terms as set forth above, this Agreement shall be effective upon full execution of the Agreement by the proper authorities of each party, after approval by the governing bodies of such entities, if applicable.

**TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER
ON BEHALF OF TEXAS A&M HEALTH IN McALLEN**

By: 
Rose L. Lucio, MPH, CHWI
Director

Date: 12/14/2022

HIDALGO COUNTY

By: 
Richard F. Cortez, County Judge

Date: 12/14/2022

APPROVED BY
COMMISSIONERS COURT
ON: 12/13/2022

ATTEST:

By: Arturo Guajardo Jr.
Arturo Guajardo, Hidalgo County Clerk

Date: 12/16/22

Approved As to Form:

Office of Criminal District Attorney, Ricardo Rodriguez, Jr.

By: Josephine Ramirez Solis
Josephine Ramirez Solis, Assistant DA

Date: 12/14/22

CC REGULAR AGENDA SPECIAL MTG**Meeting Date:** 12/13/2022**Submitted For:** Ricardo Salinas, HEALTH & HUMAN SERVICES DEPT.**Submitted By:** Ricardo Salinas, HEALTH & HUMAN SERVICES DEPT.**Department:** HEALTH & HUMAN SERVICES DEPT.**CAPTION**

Discussion, consideration and action of Memorandum of Agreement between Texas A&M University Health Science Center (Texas A&M Health) and Hidalgo County.

BACKGROUND

The purpose of this Agreement is to establish a cooperative agreement to provide medication assistance and diabetes education program services to the uninsured residents within Hidalgo County, with a special emphasis on medically underserved and rural communities.

Services to be located at:

Hidalgo County Precinct 2 Community Resource Center - Alamo
1429 S Tower Rd
Alamo, TX 78516

Hidalgo County Precinct 2 Community Resource Center – San Juan
509 Earling Rd
San Juan, TX 78589

Fiscal Impact
Attachments

MOU Review
 MOU

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/07/2022 11:33 AM
Final Approval	Monica Salinas	12/09/2022 06:22 PM
Form Started By: Ricardo Salinas		Started On: 12/07/2022 10:50 AM
Final Approval Date: 12/09/2022		



MOU Review

messages

Ricardo Salinas <ricardo.salinas@hchd.org>

Tue, Dec 6, 2022 at 11:30 AM

cc: victor.garza@da.co.hidalgo.tx.us, "Robert Vina" <robert.vina@da.co.hidalgo.tx.us>, Josephine.Ramirez@da.co.hidalgo.tx.us

cc: Dairen Sarmiento <dairen.sarmiento@hchd.org>

Good morning,

I hope all is well. I have attached the Memorandum of Understanding between Texas A&M Health Science Center for your review. Please let me know if you have any questions or concerns.


Below please find the links to the programs that we are trying to integrate with our Eating Smart Being Active program.

<https://healthytexas.tamu.edu/diabetes-control-program/>

<https://healthytexas.tamu.edu/medication-assistance-2/>

Respectfully,

Rick Salinas, MPA
Public Health Education Coordinator
(M)956-746-6018 (O)956-383-6221 x-7226

 Hidalgo County _DEP and MAP Services - 11_09_2022.doc
95K

Robert Vina <robert.vina@da.co.hidalgo.tx.us>

Tue, Dec 6, 2022 at 3:44 PM

cc: Ricardo Salinas <ricardo.salinas@hchd.org>

cc: victor.garza@da.co.hidalgo.tx.us, Josephine.Ramirez@da.co.hidalgo.tx.us, Dairen Sarmiento <dairen.sarmiento@hchd.org>

Good Afternoon Mr. Salinas,

This office reviewed the Memorandum of Agreement between Texas A&M Health and the County for HST programs and at this time approves as to the form of the same.

Please let us know if you have any questions.

Respectfully,

Robert Viña III
Assistant District Attorney
Civil Litigation Division

Office of the Criminal District Attorney
Hidalgo County, Texas
100 E. Cano
Edinburg, TX 78539
(956) 292-7609 EXT 8187
(956) 292-7619 FAX