THE STATE OF TEXAS

INTERAGENCY COOPERATION CONTRACT

COUNTY OF TRAVIS

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Chapter 771.001 of the Texas Government Code, or its successor.

I. CONTRACTING PARTIES:

The Receiving Agency: The University of Texas Medical Branch at Galveston, for and on behalf of East Texas Area Health Education Center (AHEC)

The Performing Agency: The University of Texas Southwestern Medical Center at Dallas. The project to be jointly conducted by this Contract is entitled, “Texas AHEC East, DFW Region” (hereinafter referred to as the "Project").

II. STATEMENT OF SERVICES TO BE PERFORMED:

A. Maintain its status necessary to satisfy any of RECEIVING AGENCY's requirements which may be applicable.

B. Provide such scientific and technical reports as may be requested by RECEIVING AGENCY.

C. Provide such fiscal and administrative information as may be necessary for RECEIVING AGENCY.

D. Allocate those physical and human resources necessary to perform the functions and provide the services set forth on Exhibit "A," attached and incorporated by reference.

E. Be accountable to RECEIVING AGENCY for all items of equipment purchased from funds subject to this Contract and all items of equipment loaned to the PERFORMING AGENCY by RECEIVING AGENCY. Purchased items under this contract remain the property of East Texas AHEC, and are designated for the use of AHEC Northeast Region staff. An annual physical inventory report of capital equipment must be submitted to the East Texas AHEC program office by October 1, 2015. Upon termination of Project, final disposition of Project...
related equipment will be determined by RECEIVING AGENCY.

F. Have available for inspection, review, and audit by RECEIVING AGENCY and its representatives, the books of account, files and other records of PERFORMING AGENCY which are applicable to this Contract.

G. The Project retains the option to conduct fee for service activities and utilize those fees to support activities or expenses incurred by the Project.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

RECEIVING AGENCY shall pay PERFORMING AGENCY in the following manner:

RECEIVING AGENCY shall fund the parties' respective performances under this Contract, including ONE HUNDRED ONE THOUSAND, EIGHT HUNDRED FIFTY-TWO and NO/100 DOLLARS ($101,852.00) in direct costs and EIGHT THOUSAND ONE HUNDRED FORTY-EIGHT AND NO/100 DOLLARS ($8,148.00) in indirect costs as described in Exhibit B, attached and incorporated by reference.

IV. CONTRACT AMOUNT:

In no event shall the actual cost to RECEIVING AGENCY for the performance of this Contract exceed ONE HUNDRED TEN THOUSAND and NO/100 DOLLARS ($110,000.00) for the period of this Contract.

V. PAYMENT FOR SERVICES:

A. PERFORMING AGENCY shall submit monthly lump sum invoices to the East Texas AHEC, RECEIVING AGENCY for reimbursement of expenses incurred for PERFORMING AGENCY's performance hereunder. PERFORMING AGENCY shall have thirty (30) days from the end of the contract period to submit its final bills, and failure to do so may result in non-payment by RECEIVING AGENCY.

B. PERFORMING AGENCY will provide a categorized expense report to East Texas AHEC with each submitted invoice.

C. Both parties agree that RECEIVING AGENCY may withhold payment of any expenditure that appears questionable or for which additional information or support is required. RECEIVING AGENCY agrees to notify PERFORMING AGENCY promptly of the item(s) being withheld from payment and the reasons therefore. PERFORMING AGENCY agrees to furnish RECEIVING AGENCY such information as may be required to satisfy
reimbursement of the item(s) in question.

D. Notices, amendments, modifications, billings, and all other communications shall be addressed to RECEIVING AGENCY as follows:

East Texas AHEC Executive Director  
The University of Texas Medical Branch  
301 University Boulevard  
Galveston, Texas 77555-1056  
(409) 772-7884

and to PERFORMING AGENCY as follows:

Arnim Donets  
Executive Vice President for Business Affairs  
The University of Texas Southwestern Medical Center at Dallas  
5323 Harry Hines Boulevard  
Dallas, TX 75390-9062

and a copy of all notices, amendments, and all other communications to:

Executive Vice President and Chief Business and Finance Officer  
The University of Texas Medical Branch  
301 University Boulevard, Suite 621  
Galveston, Texas 77555-0128

VI. TERM OF CONTRACT:

Regardless of the date of execution, PERFORMING AGENCY agrees to use its best efforts to perform all work and all obligations under this Contract for the period commencing on September 1, 2015 and shall terminate on August 31, 2016, unless sooner terminated by mutual written consent of the parties. PERFORMING AGENCY will undertake to perform its obligations hereunder in the time specified. This Contract may be terminated by RECEIVING AGENCY with two (2) weeks written notice to the PERFORMING AGENCY. In the event of termination prior to August 31, 2016, PERFORMING AGENCY shall be compensated for work performed and documented through the last day of PERFORMING AGENCY’s performance.

This Contract, or any portion hereof, may be amended or modified at any time as mutually agreed upon, or as required by RECEIVING AGENCY.
VII. MISCELLANEOUS

A. HIPAA COMPLIANCE: The parties understand and agree that this Agreement may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including but not limited to the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, “Privacy Laws”). The parties agree to comply with all Privacy Laws that are applicable to the Agreement and to negotiate in good faith to execute any amendment to the Agreement that is required for the terms of this Agreement to comply with applicable Privacy Laws. In the even the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by one party to the other (the “Renegotiation Period”), this contract may be terminated by either party upon written notice to the other party.

B. All work under this Contract shall be performed under the general guidance and technical direction of designated officials at UTMB’s East Texas Area Health Education Center Program offices. Such guidance and direction shall not, however, affect any change in the cost structure of this Contract, increase its estimated cost, or extend the period of performance. Such changes shall be made only by UTMB in writing.

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Section 501.061 et. seq., Texas Government Code.

PERFORMING AGENCY further certifies that it has the authority to perform the services contracted for by authority granted in Texas Education Code, Section 65.31 and Current Appropriation Bill.
PERFORMING AGENCY

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT TYLER

By: Cheryl A. Sadto, CPA, MSM
Executive Vice President,
Chief Business & Finance Officer

Date: 9/15/2015

Content Reviewed: 

RECEIVING AGENCY

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

By: 

Date: 9/16/15

Danny O. Jacobs, MD, MPH, FACS
Executive Vice President, Provost and
Dean of the School of Medicine
Thomas N. & Gleave T. James
Distinguished Chair

Date

9/16/15

EAST TEXAS AREA HEALTH EDUCATION CENTER

By: Steven R. Shelton
Title: Executive Director

Interagency Cooperation Contract between
The University of Texas Medical Branch at Galveston, for and on behalf of East Texas Area Health Education (AHEC) and
The University of Texas Southwestern Medical Center at Dallas

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Exhibit A
Scope of Work
Texas AHEC East, Northeast Region
September 1, 2015 - August 31, 2016

Funds to operate the Texas AHEC East - Northeast Region operation shall be provided to the UT Health Northeast (aka UTHSCT) by the Texas Area Health Education Center East in accordance with the accompanying budget for the following activities.

Organizational
Build and maintain an integrated, community-based regional organization to effectively and efficiently address and support achievements of Texas AHEC East objectives.

Health Careers Promotion and Preparation (HCPP)
Provide a variety of health career promotion and preparation best practices activities/interventions and engage community stakeholders in growing a competent, culturally appropriate future health workforce reflective of the demographic characteristics of the community’s population.

Community-Based Student Education (CBSE)
Support health professions students participating in learning experiences in the community, with an emphasis on students and residents more likely to practice in an underserved community, and with the goal of fostering student bonding to the community for potential future practice selection.

Practice Entry and Support (PE&S)
Establish support programs that recruit and retain health professionals for underserved areas and/or populations, including continuing professional education.

Health Literacy
Partner with local entities to identify and address community and individual’s health and safety information needs.

Interagency Cooperation Contract between
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The University of Texas Southwestern Medical Center at Dallas
Exhibit B
Budget
Texas AHEC East, Northeast Region
September 1, 2015 – August 31, 2016

Total Direct Costs $101,852
Total Indirect Costs $ 8,148
TOTAL COSTS $110,000

Interagency Cooperation Contract between
The University of Texas Medical Branch at Galveston, for and on behalf of East Texas Area Health Education (AHEC) and
The University of Texas Southwestern Medical Center at Dallas
INTERAGENCY COOPERATION AGREEMENT

This Interagency Cooperation Agreement ("Agreement") is entered into effective May 15, 2016 ("Effective Date"), regardless of the date of execution, by and between the State agencies shown below State Agencies, pursuant to authority granted by and in compliance with the Interagency Cooperation Act, Chapter 771, Texas Government Code.

Whereas, on February 11, 2016, the Board of Regents for The University of Texas System ("UT System") authorized the infrastructure development and implementation of a Virtual Health Network ("VHN") designed to support telemedical services from all eight of the UT System’s healthcare institutions into care settings that will increase access to necessary medical care;

Whereas, The University of Texas Medical Branch at Galveston ("UTMB") has more than twenty years of effectively providing health care via telemedical services in remote settings such as schools, prisons, work-sites, cruise ships, and scientific bases on the South Pole;

Whereas, based on UTMB’s expertise and experience with telemedicine networks, the UT System has engaged UTMB to act as its prime contractor to UT System in establishing and overseeing the VHN initiative by agreement dated April 20, 2016; and

Whereas, The University of Texas Southwestern Medical Center desires to receive technical assistance and advance from UTMB in accordance with UT System’s designed implementation of the VHN.

Now, therefore, in consideration of the above mentioned premises, the parties agree as follows:

I. STATE AGENCIES:

Receiving Agency: The University of Texas Southwestern Medical Center, an institution of The University of Texas System, an agency of the State of Texas

Performing Agency: The University of Texas Medical Branch at Galveston, an institution of The University of Texas System, an agency of the State of Texas

II. PURPOSE:

The purpose of this Agreement is for Receiving Agency to obtain services through Performing Agency to review existing health information technology and areas of telemedicine/telehealth expertise, assess current and future equipment and infrastructure requirements, as well as implementation of telemedicine/telehealth capabilities, with the overarching goal of providing UT System health institutions the ability to coordinate clinical care, as well as communicate and access health data through an integrated quality care management model—Virtual Health Network.

III. STATEMENT OF SERVICES TO BE PERFORMED:

There are three phases of the VHN initiative. Performing Agency will provide Receiving Agency, as a UT System Health Institution, with the following support during these phases:

A. Discover and Define Phase. UTMB will assist Receiving Institution with preparing to expand its current telehealth program to its recipient network to meet VHN capabilities. If Receiving Entity does not have a telehealth program, UTMB will assist it with the “start-up process” for developing such program. The telehealth program is institutionally driven, centering on a set of core telehealth services specific to each of the UT Health Sciences Centers and Medical Schools, including Receiving Agency. In furtherance of these service UTMB will:
1) Conduct feasibility assessment of Receiving Agency’s provider and recipient sites to discern service needs for clinical resource planning.

2) Conduct technical analyses of the type of telemedicine equipment that will be needed by Receiving Agency for both provider and recipient sites, and which will assist with procurement and deployment of robust, but flexible platforms for achieving desired and planned clinical services across selected providers and recipient sites.

3) In parallel, initiate an effort to build a centralized scheduling system and documentation sharing platform that will eventually bridge all eight UT System health institutions, clinical service partners, and recipient sites under one centralized Virtual Health Network.

B. **Introduction and Demonstration Phase.** This phase encapsulates a rollout of additional clinical services known to be both in high demand and easy to implement such as psychiatry, radiology, and pathology. During this phase, UTMB will provide the following assistance:

1) Consultative services regarding the identification and coordination of specific target recipients of these services such as small and rural hospitals that Receiving Agency may have current affiliation, or could develop such affiliation. Develop strategies for providing access to care in critically underserved areas; Receiving Agency should be aligned to provide such access to care.

2) Consultative services to Receiving Agency regarding the alignment of providing crucial services, mitigating any shortages in care for those patients not geographically co-located with their health care providers.

3) Assistance in the “phase-in” additional services such as neurology, dermatology, cardiology, ophthalmology, and otolaryngology with additional focuses on expanding to medium sized hospitals and Emergency Departments; Receiving Agency should be aligned to deliver these additional services.

4) Continued development and testing of the centralized scheduling and documentation sharing platforms; Receiving Agency will be positioned to provide the additional services.

C. **Full Deployment.** This phase reflects a growth strategy whereby UT System institutions, including Receiving Agency, experiment with expanding a full range of clinical services across a variety of settings such as schools, work sites, community health centers, community mental health centers, and patients’ homes. UTMB shall assist with the following:

1) Scheduling and documentation sharing platform anticipated to be coming on line, connecting all eight UT System health institutions, clinical service partners, and recipient sites under one centralized Virtual Health Network allowing for a coordinated service delivery system covering the state for scheduled and on-demand service requests; Receiving Agency should be positioned to provide services.

In order for the Virtual Health Network to achieve its full value and capability, it is critical that the phased expansion of UT System institution-specific telehealth services be implemented in parallel with the development and deployment of the connectivity infrastructure required to bridge all UT System institutions and partners under one statewide network; Receiving Agency should benefit and participate accordingly.

**IV. WARRANTIES:**

Receiving Agency warrants that (1) it has the authority to contract for the services under authority granted in Chapter 74, *Texas Education Code*, and Chapter 771, *Texas Government Code*; and (2) the representative signing this Agreement on its behalf is authorized by its governing body to sign this Agreement.
Performing Agency warrants that (1) it has authority to perform the services under authority granted in Section 73, Texas Education Code and Chapter 771, Texas Government Code; and (2) the representative signing this Agreement on its behalf is authorized by its governing body to sign this Agreement.

V. BASIS FOR CALCULATING REIMBURSABLE COSTS:

Any costs reimbursable to Performing Agency related to services under this Agreement have been fully determined and paid to Performing Agency under an agreement between Performing Agency and The University of Texas System.

VI. AGREEMENT AMOUNT:

There are no payments to be made by Receiving Agency to Performing Agency for the services under this Agreement.

VII. PAYMENT FOR SERVICES:

There are no payments to be made by Receiving Agency to Performing Agency for the services under this Agreement.

XIII. TERM AND TERMINATION OF AGREEMENT:

This Agreement will begin on the Effective Date and continue until the parties have completed the implementation, or “roll-out”, of the VHN platform. However, this Agreement shall immediately terminate upon notice from Performing Agency to Receiving Agency that UT System has discontinued funding support, and Performing Agency is unable to continue providing services under this Agreement.

IX. NOTICES:

All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered, by hand, or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Receiving Agency: The University of Texas Southwestern Medical Center
5323 Harry Hines Blvd.
Dallas, TX 75390
Attention: Daniel Podolsky, M.D.

If to Performing Agency: The University of Texas Medical Branch at Galveston
301 University Blvd.
Galveston, Texas 77555-0129
Attention: Alexander Vo, PhD

or such other person or address as may be given in writing by either agency to the other in accordance with this Section.

X. GENERAL PROVISIONS:

Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Receiving Agency and Performing Agency and shall constitute the entire agreement and understanding between
the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Agency and Performing Agency.

**Assignment.** This Agreement is not transferable or assignable except upon written approval by Receiving Agency and Performing Agency.

**Severability.** If 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 provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**Public Records.** It shall be the independent responsibility of Receiving Agency and Performing Agency to comply with the provisions of Chapter 552, *Texas Government Code* (the "Public Information Act"), as those provisions apply to the parties' respective information. Receiving Agency is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Agency. Likewise, Performing Agency is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Agency.

Duly authorized representatives of the Contracting Agencies have executed and delivered this Agreement to be effective as of the Effective Date.

**RECEIVING AGENCY**

The University of Texas Southwestern Medical Center

Daniel Podolsky, M.D.
President

Date: 10/28/14

**PERFORMING AGENCY**

The University of Texas Medical Branch at Galveston

David Callender, MD, MBA FACS
President

Date: 5/4/16

Alexander Vo, PhD
VP, Telemedicine & Health Technology

Date: ____________________________