



# UNT | SYSTEM™

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## **BOARD OF REGENTS Special Called Meeting Agenda**

March 20 – 8:00 am  
UNT System Building  
1901 Main Street, Room 762  
Dallas, Texas

### **1. Call to Order**

### **2. Identification of Participants**

### **3. Action Items**

2014-17	UNT	Approval of UNT FY 2015 through FY 2018 Increases in Undergraduate Board Designated Tuition for the Traditional Tuition Plan and Establishment of the Eagle Express Tuition Plan
2014-18	UNT	Approval of UNT FY 2014 University Union Fee Increase
2014-19	UNTD	Approval of UNT Dallas Increase in Undergraduate Board Designated Tuition Rates for FY 2015 and FY 2016 for the Traditional Tuition Plan and Establishment of Fixed Tuition Plan
2014-20	UNTHSC	Authorization to Enter into Agreement between City of Fort Worth and UNTHSC
2014-21	UNTHSC	Authorization to Enter into Agreement between Tarrant County Public Health and UNTHSC for "Tarrant County 17P Program"
2014-22	UNTHSC	Authorization to Enter into Agreement between Tarrant County Public Health and UNTHSC for Electronic Support for Public Health Software

### **4. Adjournment**



## Board Briefing

**Committee:** Full Board

**Date Filed:** March 3, 2014

**Title:** Approval of UNT FY 2015 through FY 2018 Increases in Undergraduate Board Designated Tuition for the Traditional Tuition Plan and Establishment of the Eagle Express Tuition Plan

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### Background:

Section 54.017 of the Texas Education Code requires general academic teaching institutions to offer entering undergraduate students the opportunity to participate in a fixed tuition price plan beginning with the Fall 2014 semester. Further, at its March 26, 2013 called meeting the Board approved a policy that all UNT System campuses offering undergraduate degrees develop and present for board approval tuition guarantee plans to be in place in time for registration for the Fall 2014 semester.

In order to provide all incoming and continuing undergraduate students and their parents with the anticipated academic costs associated with attendance, UNT proposes an increase to undergraduate Board Designated Tuition based upon a 3.9% total academic cost increase in FY 2015 for the Traditional Tuition Plan and based upon a 10% increase in total academic cost to create the Eagle Express Tuition Plan (Fixed Rate Plan). (This excludes the increase in the University Union Fee addressed in a separate Board item.)

Over the subsequent three years, FY 2016 through FY 2018, UNT proposes an annual increase in Board Designated Tuition based upon a 3.9% increase in total academic cost in the Traditional Tuition Plan.

In FY 2016 through FY 2018, UNT proposes annual increases in the Eagle Express Tuition Plan calculated by using the Traditional Tuition Plan total academic cost from the previous fiscal year and increasing it by 10%. For example, the FY 2016 Eagle Express Tuition Plan rate would equal 110% of the FY 2015 Traditional Tuition Plan. The resulting rate applies to the cohorts entering UNT in FY 2016 and applies to that cohort for 12 consecutive semesters.

The students who opt in to the Eagle Express Tuition Plan will be locked into the approved rate in effect at the time they enter, for a period of 12 consecutive semesters. Students who qualify will receive a financial bonus by being charged up to \$3,000 less in their final semester, plus an additional \$1,000 "on time" tuition rebate upon completion of their degree. This reduction is to increase graduation rates and encourage efficient use of facilities.

Total academic cost for undergraduate students includes Statutory (\$50 per semester credit hour [SCH]) and Board Designated Tuition, all mandatory fees, and the average of course/instructional fees.

The 3.9% increase in total academic costs will only apply to undergraduate students and will be based on an undergraduate student taking 15 SCH per semester.

The revenue generated by these increases will enhance advising and curriculum infrastructure, assist in supporting and continuing the university's strategic momentum toward reaching National Research University status, support its targeted growth, and enhance student success.

A public hearing to discuss the proposed tuition and fee increases was conducted on March 6, 2014.

**Financial Analysis/History:**

The recommended annual 3.9% increase in total academic cost for the Traditional Tuition Plan results in the following increases in undergraduate Board Designated Tuition (BDT):

<b>Traditional Tuition Plan</b>	<b>Increase per SCH</b>	<b>Total BDT per SCH</b>
FY 2015	\$12.34	\$190.13
FY 2016	\$12.82	\$202.95
FY 2017	\$13.32	\$216.27
FY 2018	\$13.84	\$230.11

The recommended increases in total academic cost for the Eagle Express Tuition Plan result in the following increases in undergraduate Board Designated Tuition for the cohorts entering UNT in that fiscal year:

<b>Eagle Express Tuition Plan</b>	<b>Increase per SCH</b>	<b>Total BDT per SCH</b>
FY 2015	\$31.65	\$209.44
FY 2016	\$13.57	\$223.01
FY 2017	\$14.10	\$237.11
FY 2018	\$14.66	\$251.77

Twenty percent (20%) of Board Designated Tuition is set aside for need- and merit-based financial aid.

**Thomas  
McCoy**

Digitally signed by Thomas McCoy  
DN: cn=Thomas McCoy, o=University  
of North Texas, ou=Acting VP for  
Finance and Administration,  
email=thomas.mccoy@unt.edu, c=US  
Date: 2014.03.17 12:55:30 -05'00'

Acting Institution Chief Financial Officer

**Allen Clemson** Digitally signed by Allen Clemson  
DN: cn=Allen Clemson, o=System, ou=UNTS,  
email=allen.clemson@untsystem.edu, c=US  
Date: 2014.03.18 08:47:13 -05'00'  
Interim Vice Chancellor for Finance

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**Legal Review:**

This item has been reviewed by General Counsel.

**Nancy S. Footer** Digitally signed by Nancy S. Footer  
DN: cn=Nancy S. Footer, o=UNT System,  
ou=OGC,  
email=nancy.footer@untsystem.edu, c=US  
Date: 2014.03.17 17:46:20 -05'00'  
Vice Chancellor/General Counsel

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**Schedule:**

To be effective beginning with the Fall 2014 semester.

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**Recommendation:**

It is recommended that the Board of Regents authorize and approve the following Board Order.

**Recommended By:**

Dr. Neal Smatresk  
President  
**Neal Smatresk** Digitally signed by Neal Smatresk  
DN: cn=Neal Smatresk  
Date: 2014.03.18 15:13:41 -05'00'  
President  
**Lee Jackson** Digitally signed by Lee Jackson  
DN: cn=Lee Jackson, o=UNT System, ou=Chancellor's Office, email=chancellor@unt.edu, c=US  
Date: 2014.03.18 10:42:34 -05'00'  
Chancellor

Attachments Filed Electronically:

- UNT Tuition Presentation



**Title:** Approval of UNT FY 2015 through FY 2018 Increases in Undergraduate Board Designated Tuition for the Traditional Tuition Plan and Establishment of the Eagle Express Tuition Plan

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### **Board of Regents Order 2014-17**

At an official meeting of the Board of Regents of the University of North Texas System properly posted and held on March 20, 2014, pursuant to a motion made by Regent Steve Mitchell and seconded by Regent Al Silva, the Board approved the motion presented below:

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Whereas, the University of North Texas' strategic plan sets a path for targeted growth and increased student success, and

Whereas, the University of North Texas (UNT) is continuing its strategic path for reaching National Research University status, and

Whereas, UNT wishes to enhance its advising and curriculum infrastructure, and

Whereas, tuition revenues at UNT are used, in part, to help achieve these initiatives, and

Whereas, Section 54.017 of the Texas Education Code requires general academic teaching institutions to offer entering undergraduate students the opportunity to participate in a fixed tuition price plan beginning with the Fall 2014 semester, and

Whereas, UNT would like to provide all incoming and continuing undergraduate students and their parents with the anticipated costs associated with attendance over the next four years,

Now, Therefore, The Board of Regents authorizes and approves the following:

1. FY 2015 Traditional Tuition Plan - a \$12.34 increase in undergraduate Board Designated Tuition (from \$177.79 to \$190.13 per SCH) for the Traditional Tuition Plan beginning with the Fall 2014 semester.

2. FY 2015 Eagle Express Tuition Plan - a \$31.65 increase in undergraduate Board Designated Tuition (from \$177.79 to \$209.44 per SCH) to create the Eagle Express Tuition Plan beginning with the Fall 2014 semester.
  3. FY 2016 Traditional Tuition Plan – a \$12.82 increase in undergraduate Board Designated Tuition (from \$190.13 to \$202.95 per SCH) for the Traditional Tuition Plan beginning with the Fall 2015 semester.
  4. FY 2016 Eagle Express Tuition Plan – a \$13.57 increase in undergraduate Board Designated Tuition (from 209.44 to \$223.01 per SCH) for the Eagle Express Tuition Plan, to be applied to FY 2016 cohorts beginning with the Fall 2015 semester.
  5. FY 2017 Traditional Tuition Plan – a \$13.32 increase in undergraduate Board Designated Tuition (from \$202.95 to \$216.27 per SCH) for the Traditional Tuition Plan beginning with the Fall 2016 semester.
  6. FY 2017 Eagle Express Tuition Plan – a \$14.10 increase in undergraduate Board Designated Tuition (from \$223.01 to \$237.11 per SCH) for the Eagle Express Tuition Plan, to be applied to FY 2017 cohorts beginning with the Fall 2016 semester.
  7. FY 2018 Traditional Tuition Plan – a \$13.84 increase in undergraduate Board Designated Tuition (from \$216.27 to \$230.11 per SCH) for the Traditional Tuition Plan beginning with the Fall 2017 semester.
  8. FY 2018 Eagle Express Tuition Plan – a \$14.66 increase in undergraduate Board Designated Tuition (from \$237.11 to \$251.77 per SCH) for the Eagle Express Tuition Plan, to be applied to FY 2018 cohorts beginning with the Fall 2017 semester.
  9. Amendment – UNT will provide to the Board of Regents, within 30 days from March 20, 2014, a complete dynamic model that compares the UNT tuition plans with other tuition plans offered by comparable state higher education institutions.
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VOTE:   9   ayes   0   nays      abstentions

**BOARD ACTION:**

Attested By:



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Julia A. Boyce, Secretary  
Board of Regents

Approved By:



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Brint Ryan, Chairman  
Board of Regents



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light to  
greatness.®

**UNT**

UNIVERSITY  
OF NORTH TEXAS®

# TUITION PROPOSALS

*As presented to the UNT System Board of Regents  
March 20, 2014.*

*These proposals are subject to approval by the  
UNT System Board of Regents.*

# Tuition Plans: Two Choices

**UNT is giving students and their families two choices for a tuition plan to offer flexibility and convenience.**

**Each plan will allow students and their families to know and plan for tuition costs in advance.**

**Under each plan, the tuition rates will be set for the next 4 years.**

**Under each plan, UNT is setting rates to increase the quality of the education and support we provide to students.**

# Proposed Tuition Plans

## Eagle Express Plan

**10% increase starting Fall 2014**

**Rate is locked in for 4 years**

## Traditional Plan

**3.9% increase each year for 4 years, starting Fall 2014**

**Rate increases by a set percentage each year**

# Traditional Plan by the Numbers (FTIC and Freshman)

Based on 30 SCH for undergraduate Texas resident <i>(Does not include room and board)</i>	Current Tuition and Fees	Year 1 (3.9% increase)	Year 2 (3.9% increase)	Year 3 (3.9% increase)	Year 4 (3.9% increase)	Total Academic Costs
FTIC students/Freshman	2013-14	2014-15	2015-16	2016-17	2017-18	
Board Designated Undergraduate Tuition (30 SCH)	\$5,332	\$5,702	\$6,087	\$6,487	\$6,902	
State mandated tuition	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	
Mandatory Fees	\$2,272	\$2,272	\$2,272	\$2,272	\$2,272	
Course/Institutional Fees	\$390	\$390	\$390	\$390	\$390	
Sub Total		\$9,864	\$10,248	\$10,648	\$11,063	
Union Fee		\$230	\$230	\$230	\$230	
<b>Total Academic Cost</b>	<b>\$9,494</b>	<b>\$10,094</b>	<b>\$10,478</b>	<b>\$10,878</b>	<b>\$11,293</b>	<b>\$42,744</b>
Per SCH Increase		\$12.34	\$12.82	\$13.32	\$13.84	

Numbers are rounded  
 FTIC=First-time in college  
 SCH=Semester credit hours

# Traditional Plan by the Numbers (Sophomores)

Based on 30 SCH for undergraduate Texas resident <i>(Does not include room and board)</i>  <b>Sophomores</b>	Current Tuition and Fees	Year 1 (3.9% increase)	Year 2 (3.9% increase)	Year 3 (3.9% increase)	Total Academic Costs
	2013-14	2014-15	2015-16	2016-17	
<b>Board Designated Undergraduate Tuition (30 SCH)</b>	\$5,332	\$5,702	\$6,087	\$6,487	
<b>State mandated tuition</b>	\$1,500	\$1,500	\$1,500	\$1,500	
<b>Mandatory Fees</b>	\$2,272	\$2,272	\$2,272	\$2,272	
<b>Course/Institutional Fees</b>	\$390	\$390	\$390	\$390	
<b>Sub Total</b>		\$9,864	\$10,248	\$10,648	
<b>Union Fee</b>		\$230	\$230	\$230	
<b>Total Academic Cost</b>	\$9,494	\$10,094	\$10,478	\$10,878	\$31,450
<b>Per SCH Increase</b>		\$12.34	\$12.82	\$13.32	

*Numbers are rounded  
FTIC=First-time in college  
SCH=Semester credit hours*

# Traditional Plan by the Numbers (Juniors)

Based on 30 SCH for undergraduate Texas resident <i>(Does not include room and board)</i>	Current Tuition and Fees	Year 1 (3.9% increase)	Year 2 (3.9% increase)	Total Academic Costs
<b>Juniors</b>	2013-14	2014-15	2015-16	
Board Designated Undergraduate Tuition (30 SCH)	\$5,332	\$5,702	\$6,087	
State mandated tuition	\$1,500	\$1,500	\$1,500	
Mandatory Fees	\$2,272	\$2,272	\$2,272	
Course/Institutional Fees	\$390	\$390	\$390	
Sub Total		\$9,864	\$10,248	
Union Fee		\$230	\$230	
<b>Total Academic Cost</b>	<b>\$9,494</b>	<b>\$10,094</b>	<b>\$10,478</b>	<b>\$20,572</b>
Per SCH Increase		\$12.34	\$12.82	

*Numbers are rounded  
FTIC=First-time in college  
SCH=Semester credit hours*

# Eagle Express Plan Benefits

**Saves you time and money!**

**Keeps you on track to graduate in 4 years.**

**Enhances the advising and curriculum infrastructure to help you make informed degree choices to graduate in 4 years.**

**Gives you a financial incentive. If you graduate within 4 years:**

- You qualify for a \$3,000 incentive in your last semester.**
- You also may be eligible for the statewide “on-time” \$1,000 tuition rebate.**

**Gets you into the workforce or graduate school sooner so you can start your successful career.**

# Eagle Express 4-Year Plan by the Numbers

Based on 30 SCH for undergraduate Texas resident ( <i>Does not include room and board</i> )  FTIC students (90% of hours taken at UNT starting Fall 2014)	Current Tuition and Fees	Year 1 (With 10% increase)	Year 2	Year 3	Year 4 (With graduation incentives)	Total Academic Costs
	2013-14	2014-15	2015-16	2016-17	2017-18	
Board Designated Undergraduate Tuition (30 SCH)	\$5,332	\$6,281	\$6,281	\$6,281	\$2,281	
State mandated tuition	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	
Mandatory Fees	\$2,272	\$2,272	\$2,272	\$2,272	\$2,272	
Course/Institutional Fees	\$390	\$390	\$390	\$390	\$390	
Sub Total		\$10,443	\$10,443	\$10,443	\$6,443	
Union Fee		\$230	\$230	\$230	\$230	
<b>Total Academic Cost</b>	<b>\$9,494</b>	<b>\$10,673</b>	<b>\$10,673</b>	<b>\$10,673</b>	<b>\$6,673</b>	<b>\$38,691</b>
Per SCH (Increase)		\$31.65	\$0.00	\$0.00	(\$133.33)	
<b>Eagle Express Incentive</b>	You get the incentive if you graduate in less than 4 years!					<b>\$3,000</b>
<b>To qualify for "On-Time" Tuition Rebate:</b>						
<ul style="list-style-type: none"> <li>• Student must graduate within 4 calendar years for a 4-year program, including all hours at any institution.</li> <li>• Student can't take more than 3 SCH in excess of the minimum number of hours required for degree.</li> <li>• Student must be Texas resident while pursuing degree and must not have graduated yet.</li> </ul>						<b>\$1,000</b>

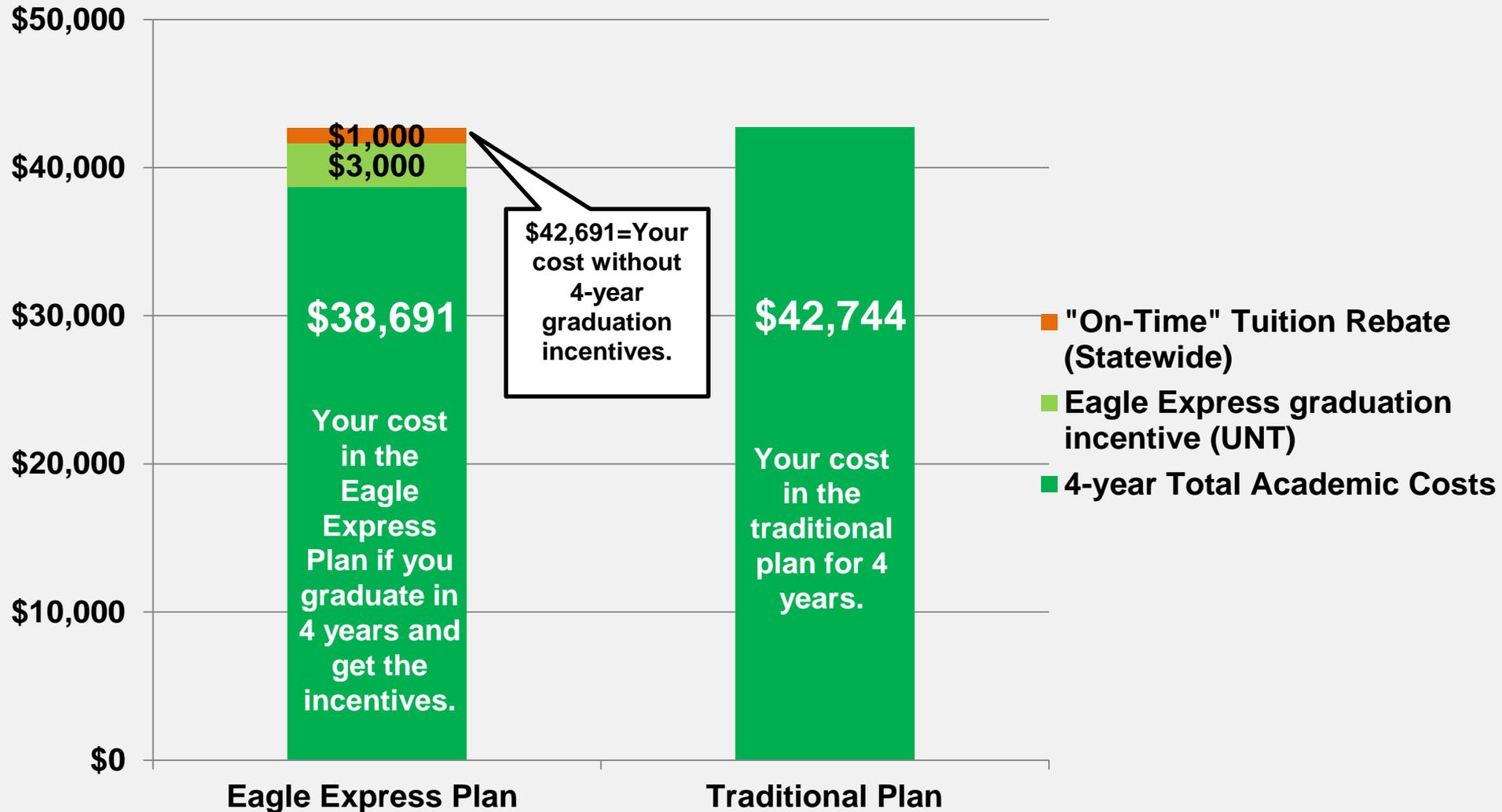
Numbers are rounded

FTIC=First-time in college

# A Comparison

## Eagle Express Plan vs. Traditional Plan

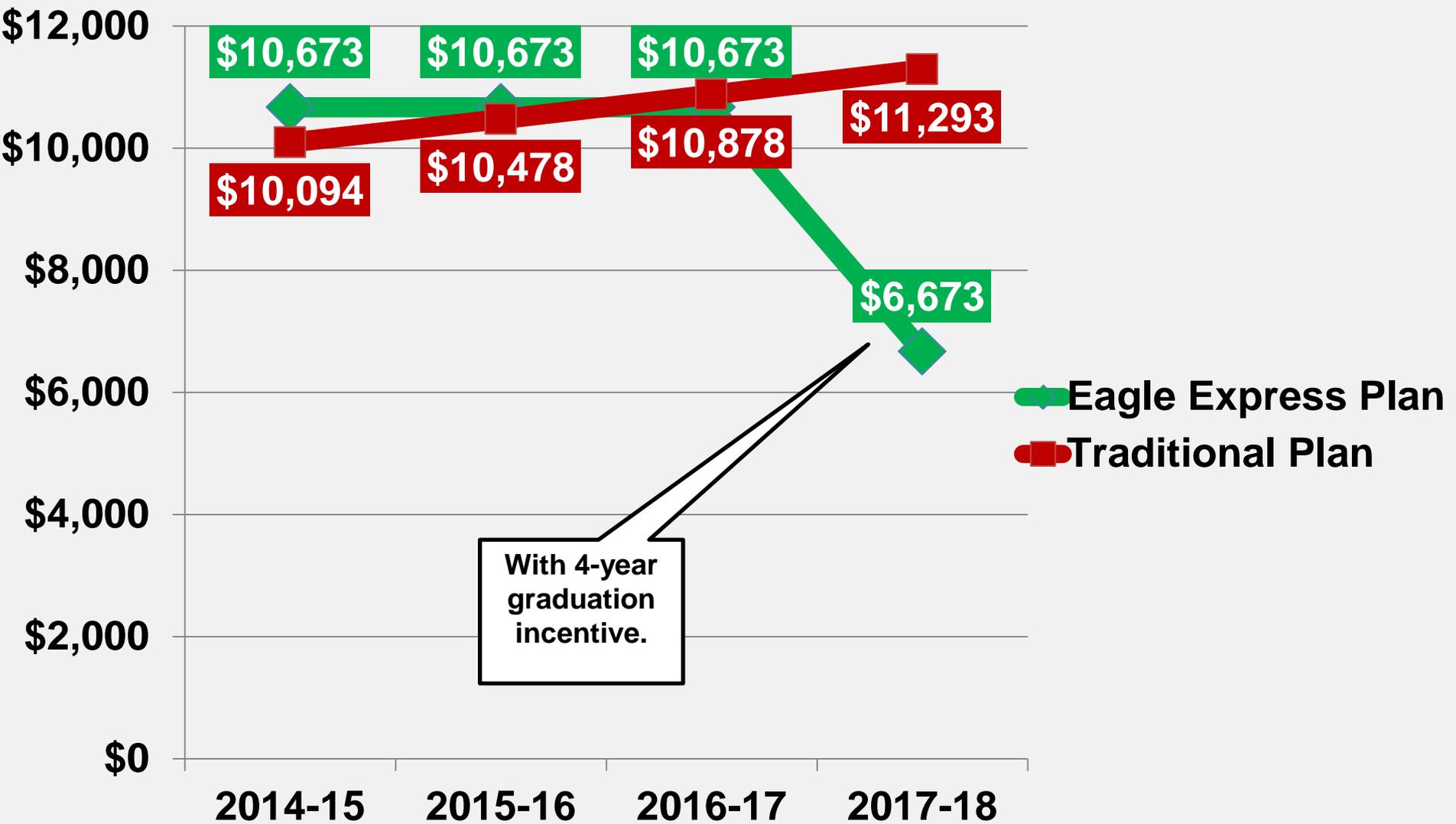
(Total Academic Costs for 2014-14 academic year to 2017-18 academic year)



# A Comparison

## Eagle Express Plan vs. Traditional Plan

(Total Academic Cost by Year)



# Eagle Express Plan Requirements

**You must be an undergraduate Texas resident.**

**You must opt-in. There is only one opt-in time:**

- **Current undergraduates: *Before you pay your first tuition bill for Fall 2014.***
- **New and transfer undergraduates: *Before you pay your first tuition bill.***

**Your tuition rate will be fixed.**

**To get the incentive, you must graduate within the allotted time according to the percentage of hours you take at UNT.**

**If you don't graduate in 4 years, you automatically move to the Traditional Plan and pay the current rate in the next semester.**

# Eagle Express Plan for Continuing Students

Current undergraduates have a one-time offer to opt-in to the plan. You can qualify for the Eagle Express graduation incentive according to the following schedule:

Percentage of hours completed at UNT:	Eagle Express graduation incentive amount:	To qualify, you must graduate in:
90% of hours completed at UNT	\$3,000	4 years
75% of hours completed at UNT	\$2,000	3 years
50% of hours completed at UNT	\$1,000	2 years

- *Your classification in Fall 2014 will determine your incentive amount.*
- *No continuing students will be allowed to join the plan after Fall 2014.*

# Eagle Express Plan for Transfer Students

Transfer undergraduates have a one-time offer to opt-in their first semester at UNT. You can qualify for the Eagle Express graduation incentive according to the following schedule:

<b>Percentage of hours completed at UNT:</b>	<b>Eagle Express graduation incentive amount:</b>	<b>To qualify, you must graduate in:</b>
<b>90% of hours completed at UNT</b>	<b>\$3,000</b>	<b>4 years</b>
<b>75% of hours completed at UNT</b>	<b>\$2,000</b>	<b>3 years</b>
<b>50% of hours completed at UNT</b>	<b>\$1,000</b>	<b>2 years</b>

# Eagle Express 3-Year Plan by the Numbers

Based on 30 SCH for undergraduate Texas resident <i>(Does not include room and board)</i>  Continuing and transfer freshmen (75% of hours taken at UNT starting Fall 2014)	Current Tuition and Fees	Year 1 (With 10% increase)	Year 2	Year 3 (With graduation incentives)	Total Academic Costs
	2013-14	2014-15	2015-16	2016-17	
<b>Board Designated Undergraduate Tuition (30 SCH)</b>	\$5,332	\$6,281	\$6,281	\$3,281	
<b>State mandated tuition</b>	\$1,500	\$1,500	\$1,500	\$1,500	
<b>Mandatory Fees</b>	\$2,272	\$2,272	\$2,272	\$2,272	
<b>Course/Institutional Fees</b>	\$390	\$390	\$390	\$390	
<b>Sub Total</b>		\$10,443	\$10,443	\$7,443	
<b>Union Fee</b>		\$230	\$230	\$230	
<b>Total Academic Cost</b>	\$9,494	\$10,673	\$10,673	\$7,673	\$29,019
<b>Per SCH Increase</b>		\$31.65	\$0.00	(\$100)	
<b>Eagle Express Incentive</b>					\$2,000
<b>To qualify for “On-Time” Tuition Rebate:</b>					\$1,000
<ul style="list-style-type: none"> <li>• Student must graduate within 4 calendar years for a 4-year program, including all hours at any institution.</li> <li>• Student can't take more than 3 SCH in excess of the minimum number of hours required for degree.</li> <li>• Student must be Texas resident while pursuing degree and must not have graduated yet.</li> </ul>					

*Numbers are rounded*

*FTIC=First-time in college*

*SCH=Semester credit hours*

# Eagle Express 2-Year Plan by the Numbers

Based on 30 SCH for undergraduate Texas resident <i>(Does not include room and board)</i>  Continuing and transfer sophomores <i>(at least 50% of hours taken at UNT starting Fall 2014)</i>	Current Tuition and Fees	Year 1 (With 10% increase)	Year 2 (With graduation incentives)	Total Academic Costs
	2013-14	2014-15	2015-16	
<b>Board Designated Undergraduate Tuition (30 SCH)</b>	\$5,332	\$6,281	\$4,281	
<b>State mandated tuition</b>	\$1,500	\$1,500	\$1,500	
<b>Mandatory Fees</b>	\$2,272	\$2,272	\$2,272	
<b>Course/Institutional Fees</b>	\$390	\$390	\$390	
<b>Sub Total</b>		\$10,443	\$8,443	
<b>Union Fee</b>		\$230	\$230	
<b>Total Academic Cost</b>	\$9,494	\$10,673	\$8,673	\$19,346
<b>Per SCH Increase</b>		\$31.65	(\$66.67)	
<b>Eagle Express Incentive</b>				\$1,000
<b>To qualify for "On-Time" Tuition Rebate:</b>				
<ul style="list-style-type: none"> <li>• Student must graduate within 4 calendar years for a 4-year program, including all hours at any institution.</li> <li>• Student can't take more than 3 SCH hours in excess of the minimum number of hours required for degree.</li> <li>• Student must be Texas resident while pursuing degree and must not have graduated yet.</li> </ul>				\$1,000

*Numbers are rounded*

*FTIC=First-time in college*

*SCH=Semester credit hours*

# **It pays to graduate on time under the Eagle Express Plan!**

**Our ultimate goal is to help you succeed and earn a degree. The Eagle Express Plan is more than a tuition plan, it's a graduation plan.**

**Get a great education.**

**Graduate in 4 years.**

**Save time and money.**

# Benefits of Both Tuition Plans

**They allow UNT to balance students' needs against growing expenses, inflation and rising costs.**

**They enable us to continue offering a high-quality education at affordable rates.**

**They help UNT and our students better forecast and plan for the future.**

**They offer incentives to students to graduate on time in 4 years to keep costs in check.**



A green light to greatness.

**UNT**



## Board Briefing

**Committee:** Full Board

**Date Filed:** March 5, 2014

**Title:** Approval of UNT FY 2015 University Union Fee Increase

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### Background:

On April 6, 2012 a student referendum passed by a vote of 54% (yes 1220, no 1033) which provided for an increase of no more than \$115 in the Union Fee per semester to be implemented in the Fall 2014 semester as the primary source to fund the University Union Renovation and Addition project. The fee increase will generate over \$8 million annually. As a result of the student vote authorizing that the fee be charged at least one year in advance of the building opening, and the commitment of cash from auxiliary reserves, bonded debt will be greatly reduced as stated in the "Selection of Construction Manager at Risk for the University Union" Board item approved at the May 17-18, 2012 meeting.

The fee increase was also included in the Financial Analysis/History section of the "Revised Financial Plan for the University Union Renovation and Expansion" Board item approved at the December 12, 2012 meeting. The Board was not asked to approve the fee increase at either of these meetings: therefore, an increase of \$115 per student (from \$52.00 to \$167.00) is requested beginning in the Fall 2014 semester.

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### Financial Analysis/History:

As stated in the "Revised Financial Plan for the University Union Renovation and Expansion" Board item approved at the December 12, 2012 meeting, the annual revenue generated from this increase exceeds the bonded debt obligation (\$8M assuming a 6% rate and 30 year fixed obligation on \$124.1M) at current enrollment levels.

**Thomas McCoy**

Digitally signed by Thomas McCoy  
DN: cn=Thomas McCoy, o=University of North Texas, ou=Acting VP for Finance and Administration, email=thomas.mccoy@unt.edu, c=US  
Date: 2014.03.13 17:13:13 -05'00'

Acting Institution Chief Financial Officer

**Allen Clemson**

Digitally signed by Allen Clemson  
DN: cn=Allen Clemson, o=System, ou=UNTS, email=allen.clemson@untsystem.edu, c=US  
Date: 2014.03.14 12:24:49 -05'00'

Interim Vice Chancellor for Finance

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**Legal Review:**

This item has been reviewed by General Counsel.

**Nancy S. Footer** Digitally signed by Nancy S. Footer  
DN: cn=Nancy S. Footer, o=UNT System,  
ou=OGC, email=nancy.footer@untsystem.edu,  
c=US  
Date: 2014.03.14 14:18:02 -05'00'

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Vice Chancellor/General Counsel

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**Schedule:**

To be effective beginning with the Fall 2014 semester.

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**Recommendation:**

It is recommended that the Board of Regents authorize and approve the following Board Order.

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**Recommended By:**

Dr. Elizabeth With

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Vice President for Student Affairs  
and Enrollment Management

**Neal  
Smatresk** Digitally signed by Neal  
Smatresk  
DN: cn=Neal Smatresk  
Date: 2014.03.17 12:32:41  
-05'00'

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President

**Lee  
Jackson** Digitally signed by Lee Jackson  
DN: cn=Lee Jackson, o=UNT  
System, ou=Chancellor's Office,  
email=chancellor@unt.edu, c=US  
Date: 2014.03.18 10:39:11 -05'00'

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Chancellor



## Board Order

**Title:** Approval of UNT FY 2015 University Union Fee Increase

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### Board of Regents Order 2014-18

At an official meeting of the Board of Regents of the University of North Texas System properly posted and held on March 20, 2014, pursuant to a motion made by Regent Rusty Reid and seconded by Regent Milton Lee, the Board approved the motion presented below:

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Whereas, at its May 2012 meeting the Board of Regents approved the University Union Renovation and Addition Project, and

Whereas, the Board of Regents approved the Revised Funding Plan at its December 12, 2012 meeting, and

Whereas, an increase of \$115 per student (per long semester) beginning in the Fall 2014 semester was part of that financing plan, and

Whereas, on April 6, 2012 a student referendum passed by a vote of 54% that provided for an increase in the University Union Fee not to exceed \$115 per semester and to be implemented beginning in the Fall 2014 Semester to fund the project,

Now, Therefore, The Board of Regents authorizes and approves the following:

1. An increase of \$115 per student (from \$52.00 to \$167.00 per long semester) beginning in the Fall 2014 semester.
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VOTE:   9   ayes      0   nays         abstentions

### BOARD ACTION:

Attested By:

Julia A. Boyce, Secretary  
Board of Regents

Approved By:

Brint Ryan, Chairman  
Board of Regents



## Board Briefing

**Committee:** Full Board

**Date Filed:** March 11, 2014

**Title:** Approval of UNT Dallas Increase in Undergraduate Board Designated Tuition Rates for FY 2015 and FY 2016 for the Traditional Tuition Plan and Establishment of Fixed Tuition Plan

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### **Background:**

Section 54.017 of the Texas Education Code requires general academic teaching institutions to offer entering undergraduate students the opportunity to participate in a fixed tuition price plan beginning with the Fall 2014 semester. Further, at its March 26, 2013 called meeting the Board approved a policy that all UNT System campuses offering undergraduate degrees develop and present for board approval tuition guarantee plans (Fixed Tuition Plan) to be in place in time for registration for the Fall 2014 semester.

In order to provide all incoming and continuing undergraduate students and their parents with the anticipated academic costs associated with attendance, UNT Dallas proposes a maximum increase of 3.4% in the Board Designated Tuition rates for both Fall 2014 semester (fiscal year 2014-15) and Fall 2015 semester (fiscal year 2015-16). The revenue generated by these increases will be used to increase program offerings, provide salary increases as recommended by UNT System Human Resources, enhance student services and increase instructional capacity as a result of enrollment growth.

In addition to the Traditional Tuition Plan proposal above, UNT Dallas proposes to establish the tuition and fee rates of our Fixed Tuition Plan to be the same as our Fall 2013 semester (fiscal year 2013-14) tuition and fee rates for both the FY 2015 and FY 2016 academic years. UNT Dallas students, who are enrolled for a minimum of twelve SCH per semester and thirty SCH per twelve-month academic year, and opt into the newly established Fixed Tuition Plan are eligible for the approved rate for a period of five years. There will be no change in the Fixed Tuition Plan rates during the five-year period. The Fixed Tuition Plan is created for the purpose of providing a cost incentive for students to enroll in programs and complete their degrees in an expeditious manner.

A public hearing to discuss the proposed tuition and fee increases will be conducted on March 18, 2014.

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**Financial Analysis/History:**

The recommended increases in the Board Designated Tuition (BDT) rates are as follows for the Traditional Tuition Plan:

Fiscal Year	Increase Amount	Total BDT Rate
FY2015	\$6.63	\$201.63
FY2016	\$6.86	\$208.49

There is no increase in the FY 2014 Board Designated Tuition rate for the Fixed Tuition Plan.

Fiscal Year	Increase Amount	Total BDT Rate
FY2015	\$0.00	\$195
FY2016	\$0.00	\$195

**Barry Lewis**

Digitally signed by Barry Lewis  
DN: cn=Barry Lewis, o=UNT Dallas,  
ou=Controller, Accounting,  
email=barry.lewis@unt.edu, c=US  
Date: 2014.03.18 08:31:36 -05'00'

Acting Institution Chief Financial Officer

**Allen  
Clemson**

Digitally signed by Allen Clemson  
DN: cn=Allen Clemson, o=System,  
ou=UNTS,  
email=allen.clemson@untsystem.edu,  
c=US  
Date: 2014.03.18 08:48:06 -05'00'

Interim Vice Chancellor for Finance

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**Legal Review:**

This item has been reviewed by General Counsel.

**Nancy S. Footer** Digitally signed by Nancy S. Footer  
DN: cn=Nancy S. Footer, o=UNT System, ou=OGC,  
email=nancy.footer@untsystem.edu, c=US  
Date: 2014.03.18 10:29:29 -05'00'

Vice Chancellor/General Counsel

**Schedule:**

To be effective beginning with the Fall 2014 semester.

**Recommendation:**

It is recommended that the Board of Regents authorize and approve the following Board Order.

**Recommended By:**

Ronald T. Brown

President

**Ronald T.  
Brown**

Digitally signed by Ronald T. Brown  
DN: cn=Ronald T. Brown, o=UNT  
Dallas, ou=Office of the President,  
email=rtbrown@unt.edu, c=US  
Date: 2014.03.18 12:05:21 -05'00'

President

**Lee  
Jackson**

Digitally signed by Lee Jackson  
DN: cn=Lee Jackson, o=UNT  
System, ou=Chancellor's Office,  
email=chancellor@unt.edu, c=US  
Date: 2014.03.18 15:02:58 -05'00'

Chancellor



## Board Order

**Title:** Approval of UNT Dallas Increase in Undergraduate Board Designated Tuition Rates for FY 2015 and FY 2016 for the Traditional Tuition Plan and Establishment of Fixed Tuition Plan

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### Board of Regents Order 2014-19

At an official meeting of the Board of Regents of the University of North Texas System properly posted and held on March 20, 2014, pursuant to a motion made by Regent Steve Mitchell and seconded by Regent Michael Bradford, the Board approved the motion presented below:

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Whereas, the University of North Texas at Dallas is in the process of developing new programs, and

Whereas, UNT Dallas is in the process of enhancing student services, and

Whereas, UNT Dallas is in the process of increasing instructional capacity, and

Whereas, tuition revenues at UNT Dallas are used, in part, to help achieve these initiatives, and

Whereas, Section 54.017 of the Texas Education Code requires general academic teaching institutions to offer entering undergraduate students the opportunity to participate in a fixed tuition price plan beginning with the Fall 2014 semester, and

Whereas, UNT Dallas would like to provide all incoming and continuing undergraduate students and their parents with the anticipated costs associated with attendance over the next four years,

Now, Therefore, The Board of Regents authorizes and approves the following:

1. FY 2015 - a \$6.63 increase in the Undergraduate Board Designated Tuition rate (from \$195.00 to \$201.63 per semester credit hour) beginning with the Fall 2014 semester for the Traditional Tuition Plan.
2. FY 2015 - Establish the Fixed Tuition Plan rate beginning with the Fall 2014 semester, using the same tuition and fee rates as the Fall 2013 semester. No

change in the tuition and fee rates for the Fall 2014 cohort, continuing for the next 5 years.

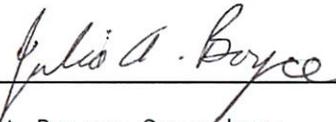
3. FY 2016 – a \$6.86 increase in the Undergraduate Board Designated Tuition rate (from \$201.63 to \$208.49 per semester credit hour) beginning with the Fall 2015 semester for the Traditional Tuition Plan.
4. FY 2016 – No increase from the FY2014 (current) board designated tuition rate in the Fixed Tuition Plan rate for the Fall 2015 cohort, continuing for the next 5 years.

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VOTE:   9   ayes      0   nays           abstentions

**BOARD ACTION:**

Attested By:



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Julia A. Boyce, Secretary  
Board of Regents

Approved By:



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Brint Ryan, Chairman  
Board of Regents



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## Board Briefing

**Committee:** Finance

**Date Filed:** February 25, 2014

**Title:** Authorization to Enter into Agreement between City of Fort Worth and UNTHSC

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### Background:

In previous years, UNTHSC has entered into agreements with the City of Fort Worth (Research and Technology Development Project Agreements) as a partnership with the City of Fort Worth and TECH Fort Worth, a technology business incubator. This partnership was supported by funds from the State of Texas. This partnership has succeeded over the ensuing biennia and funding from the State has grown. The funding agreement with the City of Fort Worth for the current biennium will be \$1,000,000 which will require approval by the Board of Regents.

In the 2013 legislative session, the Texas Legislature approved \$3,410,000 for the biennium of 2014-2015 to fund a partnership for economic development and technology commercialization between UNTHSC and the City of Fort Worth. This would be the fifth biennium of funding. The initial round of funding was for the biennium of 2006-2007.

The funding is contingent upon the Comptroller of Public Accounts certifying that the joint activities of UNTHSC and the City of Fort Worth generate revenues to the State of Texas sufficient to offset the amount appropriated. The Comptroller will specify the supporting information to be provided by the collaboration. Throughout the history of this partnership the economic results have more than offset the funds appropriated. It is projected that the activities supported by the funds for 2014-2015 will also result in economic activity that will be more than sufficient to offset the funds appropriated.

These appropriations are required to be revenue-neutral for the State of Texas. The combined efforts of UNTHSC, the City of Fort Worth's Business Assistance Center, and TECH Fort Worth created or retained a total of 2,459 jobs. At \$1,876 per job (figure provided by State Comptroller's office), this resulted in revenues for the State of Texas of \$4,613,084, which is higher than the appropriation of \$3,100,000, exceeding the requirement to be revenue neutral. It is anticipated that the coming biennium of 2014-2015 will also be productive and will meet or exceed the goal of \$3,410,000.

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## Financial Analysis/History:

For the previous biennium, 2012-2013, \$3,100,000 was provided by the Legislature. The City of Fort Worth received \$800,000 and an additional \$200,000 was provided per agreement, to TECH Fort Worth. UNTHSC used the remaining \$2,100,000 to support development and commercialization programs. This current agreement with the City of Fort Worth for the biennium will be \$1,000,000.

**John A.  
Harman**

Digitally signed by John A. Harman  
DN: cn=John A. Harman, o=UNTHSC,  
ou=Vice President for Finance and  
CFO, email=john.harman@unthsc.edu,  
c=US  
Date: 2014.03.11 13:04:29 -05'00'

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Institution Chief Financial Officer

**Allen Clemson**

Digitally signed by Allen Clemson  
DN: cn=Allen Clemson, o=System, ou=UNTS,  
email=allen.clemson@untsystem.edu, c=US  
Date: 2014.03.11 15:30:18 -05'00'

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Interim Vice Chancellor for Finance

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## Legal Review:

This item has been reviewed by General Counsel.

**Nancy S. Footer**

Digitally signed by Nancy S. Footer  
DN: cn=Nancy S. Footer, o=UNT System, ou=OGC,  
email=nancy.footer@untsystem.edu, c=US  
Date: 2014.03.11 15:27:37 -05'00'

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Vice Chancellor/General Counsel

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## Schedule:

It is anticipated that the amount of \$1,705,000 will be received from the State of Texas by or before April 20, 2015 with the remaining \$1,705,000 to be received in the beginning of the 2015 fiscal year. A date certain for the receipt of the initial funds cannot be set at this time because the Comptroller of Public Funds must certify the report for the previous biennium prior to the release of funds.

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## Recommendation:

It is recommended that the Board of Regents authorize and approve the execution of the Technology Development and Transfer Agreement with the City of Fort Worth and UNTHSC.

## Recommended By:

Thomas Yorio

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Provost and Executive VP for  
Academic Affairs

Michael R.  
Williams

Digitally signed by Michael R. Williams  
DN: cn=Michael R. Williams,  
o=UNTHSC, ou=President,  
email=michael.williams@unthsc.edu, c=US  
Date: 2014.03.11 13:05:02 -05'00'

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President

Lee  
Jackson

Digitally signed by Lee Jackson  
DN: cn=Lee Jackson, o=UNT  
System, ou=Chancellor's Office,  
email=chancellor@unt.edu,  
c=US  
Date: 2014.03.18 10:35:04 -05'00'

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Chancellor

Attachments Filed Electronically:

- Technology Development and Transfer Agreement



Board Order

Title: Authorization to Enter into Agreement between City of Fort Worth and UNTHSC

Board of Regents Order 2014-20

At an official meeting of the Board of Regents of the University of North Texas System properly posted and held on March 20, 2014, pursuant to a motion made by Regent Gwyn Shea and seconded by Regent Milton Lee, the Board approved the motion presented below:

Whereas, in previous years UNTHSC has received funding from the State of Texas to support a collaboration between UNTHSC and the City of Fort Worth, which has successfully promoted economic development through the development and commercialization of technologies in healthcare and other fields, and

Whereas, the collaboration has consistently developed economic activity that resulted in tax revenues returning to the State of Texas over and above the required goals and it is projected that the continuing collaboration will also be successful in developing economic activity that will meet or exceed the necessary goals, and

Whereas, in the 2013, 83rd Texas Legislature, funds in the amount of \$3,410,000 were appropriated to further support the continuation of this productive collaboration,

Now, Therefore, The Board of Regents authorizes and approves the following:

- 1. Execution of the Technology Development and Transfer Agreement between UNTHSC and the City of Fort Worth for technology development with a total amount of \$1,000,000 to be paid in two equal installments to the City of Fort Worth following the receipt of funds from the State of Texas.

VOTE: 9 ayes 0 nays \_\_\_ abstentions

BOARD ACTION:

Attested By:

Approved By:

Handwritten signature of Julia A. Boyce

Handwritten signature of Brint Ryan

Julia A. Boyce, Secretary Board of Regents

Brint Ryan, Chairman Board of Regents

# TECHNOLOGY DEVELOPMENT AND TRANSFER AGREEMENT

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This **TECHNOLOGY DEVELOPMENT AND TRANSFER AGREEMENT** (“**Agreement**”) is made and entered into by and between the **University of North Texas Health Science Center** (“**UNTHSC**”), a state institution of higher education established pursuant to Chapter 105 of the Texas Education Code, and the **City of Fort Worth** (“**City**”), a home rule municipal corporation organized under the laws of the State of Texas.

## RECITALS

**A.** The City owns the buildings occupied by the Fort Worth Business Assistance Center (the “**BAC**”), a non-profit business development center that provides skills development, technical advice and access to capital to small businesses and entrepreneurs. The BAC operates from the Guinn School Campus, consisting of three historic buildings (the former middle school, elementary school and gymnasium) on approximately five (5) acres of land in the City at the intersection of I-35 South and Rosedale Street (the “**Guinn School Campus**”).

**B.** Pursuant to a special item appropriation adopted by the 83rd Legislature of the State of Texas during its Regular Session as part of S.B. 1 (General Appropriations Act for the 2014-2015 Biennium) and as approved by the Texas Comptroller of Public Accounts (the “**Appropriation**”), UNTHSC will receive a total of \$3,410,000.00 (the “**Appropriated Funds**”) in two (2) equal annual installments for costs associated with UNTHSC’s and the City’s joint economic development and technology commercialization activities.

**C.** UNTHSC and the City wish to enter into this Agreement in order to provide for UNTHSC’s transfer to the City of \$1,000,000.00 of those Appropriated Funds in two (2) equal annual installments of \$500,000.00 (the “**City Allocated Funds**”), all of which will be used by the City for operations of the BAC, including any contracted services geared toward small business development and job creation, and for renovations and maintenance of the Guinn School Campus.

**NOW, THEREFORE,** UNTHSC and the City, for and in consideration of the terms and conditions set forth herein, do hereby contract, covenant and agree as follows:

## **AGREEMENT**

### **1. INCORPORATION OF RECITALS.**

The parties hereby agree that the recitals set forth above are true and correct and form the basis upon which they have entered into this Agreement.

### **2. CITY ALLOCATED FUNDS.**

#### **2.1. Transfer by UNTHSC.**

It is anticipated that UNTHSC will receive the first installment of the Appropriated Funds on or about April 20, 2014. Within five (5) business days of receipt of such installment, UNTHSC will transfer the City Allocated Funds, as set forth in Recital C, to the City in accordance with a procedure reasonably acceptable to both UNTHSC and the City. The City agrees to deposit the City Allocated Funds into a segregated account(s) or sub-account(s) specifically designated for the funding of the BAC operations or renovations or maintenance of the Guinn School Campus. Any interest earned on the City Allocated Funds shall remain the property of the City, but shall not be spent for purposes other than BAC operations or renovations or maintenance of the Guinn School Campus.

#### **2.2. Draw-Downs for BAC Operations and Guinn School Campus Renovations and Maintenance.**

The City will pay invoices for construction and other authorized costs related to BAC operations and renovations of and maintenance costs to the Guinn School Campus directly from those City Allocated Funds that have been deposited into the account(s) or sub-account(s) designated for that purpose. The City will provide UNTHSC with copies of all invoices and other reasonable supporting documentation within a time frame (but in no event later than thirty (30) calendar days following payment) and pursuant to a procedure reasonably acceptable to both UNTHSC and the City.

#### **2.3. No Rollover.**

The City understands and agrees that City Allocated Funds received by UNTHSC must be used for a purpose authorized by the Appropriation and as permitted by this Agreement. The City will use commercially reasonable efforts to ensure that City Allocated Funds received by UNTHSC during a state fiscal year (September through August 31) are incurred during the same fiscal year. In the event that the City incurs such City Allocated Funds after expiration of the state fiscal year in which they were received by UNTHSC and the Comptroller

demands repayment of all or any portion of such City Allocated Funds specifically due to that fact, the City will pay UNTHSC or the State of Texas an amount equal to the refund demanded from any legally available source of funds; provided, however, that UNTHSC will cooperate with the City if the City reasonably and in good faith disagrees with the Comptroller's demand and wishes to employ any available administrative or legal remedy to contest the Comptroller's demand, with the understanding that UNTHSC itself shall have no liability or responsibility in asserting or related to such a contest.

### **3. COOPERATION WITH STATE COMPTROLLER.**

UNTHSC will comply and cooperate with all requests and requirements of the Texas Comptroller of Public Accounts (the "**Comptroller**") pertaining to the Appropriated Funds. The City will comply and cooperate with all requests and requirements of the Comptroller (whether received directly from the Comptroller or through UNTHSC) pertaining to the City Allocated Funds, including all requests for information to substantiate job creation. Each party shall notify the other in writing within five (5) calendar days of receipt of any such request or requirement and shall cooperate with one another as reasonably necessary to ensure that such request or requirement is met in a timely fashion. As of the execution date of this Agreement, UNTHSC and City are not aware of any remaining duty, obligation or provision of information that the City or UNTHSC must undertake or supply to the Comptroller. In the event Comptroller demands the refund of any Appropriated Funds transferred to the City as City Allocated Funds on account of the City's misuse of such City Allocated Funds, City will pay UNTHSC or the State of Texas in a manner dictated by the Comptroller an amount equal to the refund demanded from any legally available source of funds; provided, however, that UNTHSC will cooperate with the City if the City reasonably and in good faith disagrees with the Comptroller's demand and wishes to employ any available administrative or legal remedy to contest the Comptroller's demand, with the understanding that UNTHSC itself shall have no liability or responsibility in asserting or related to such a contest.

### **4. TERM.**

This Agreement shall take effect on the date as of which both UNTHSC and the City have executed it and shall expire at 11:59 P.M. CDT August 31, 2015. Any duty or obligation of a party arising prior to expiration shall survive the expiration.

### **5. BREACH OR DEFAULT.**

City understands and acknowledges that UNTHSC is not obligated to pay the City Allocated Funds from any source other than the Appropriated Funds received by UNTHSC. City acknowledges and agrees that UNTHSC's liability to City under this

Agreement is limited to the amount of funds actually received by UNTHSC designated by this Agreement as the City Allocated Funds. If UNTHSC receives Appropriated Funds but fails to transfer the City Allocated Funds to the City in accordance with this Agreement, the City shall provide written notice to UNTHSC. If UNTHSC fails to transfer the City Allocated Funds to the City within ten (10) business days following receipt of such notice, UNTHSC shall be in breach of this Agreement, in which case the City shall have all rights at law for monetary damages or in equity for injunctive relief or specific performance. If either party breaches any other provision of this Agreement, the non-defaulting party shall notify the defaulting party in writing, specifying the nature of the default. If the defaulting party has not cured the default within thirty (30) calendar days following receipt of such notice (or, if the defaulting party has diligently and continuously attempted cure, such additional time as may reasonably be required to effect cure), the defaulting party shall be in breach of this Agreement, in which case the non-defaulting party shall have all equitable rights for injunctive relief or specific performance.

**6. LIABILITY.**

***EXCEPT FOR UNTHSC'S DUTY AND OBLIGATION TO TRANSFER THE CITY ALLOCATED FUNDS TO THE CITY IN ACCORDANCE WITH THIS AGREEMENT, THE CITY HEREBY HOLDS HARMLESS AND RELEASES UNTHSC FROM AND AGAINST ANY LOSS, DAMAGE, LIABILITY AND EXPENSE (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND REASONABLE ATTORNEY'S FEES) ARISING FROM OR RELATED TO THE SCHOOL RENOVATION AND THE PROVISION OF PROGRAM SERVICES.***

**7. NOTICES.**

All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid, or by hand delivery:

**City:**

City of Fort Worth  
Attn: Director  
Housing & Economic Development  
Department  
1000 Throckmorton  
Fort Worth, TX 76102  
Tel. No.: (817) 392-6125  
Fax No.: (817) 392-2431

**UNTHSC:**

University of North Texas Health Science  
Center  
Attn: Vice President Research & Innovation  
3500 Camp Bowie Blvd.  
Fort Worth, TX 76107-2699  
Tel. No.: 817-735-2055  
Fax No.: 817-735-5485

**8. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.**

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations. Neither UNTHSC nor the City are aware of any law, rule or regulation that would prohibit the other from entering into this Agreement.

**9. NO WAIVER.**

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

**10. VENUE AND JURISDICTION.**

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.

**11. NO THIRD PARTY RIGHTS.**

The provisions and conditions of this Agreement are solely for the benefit of the City and UNTHSC and are not intended to create any rights, contractual or otherwise, to any other person or entity.

**12. FORCE MAJEURE.**

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, or delays caused by unforeseen construction or site issues, fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other party, its affiliates/related entities and/or their contractors, or any actions or inactions of third parties or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not (“**Force Majeure**”), the party so obligated or permitted shall be excused from doing or performing the same during such period of Force Majeure, so that the time period applicable to such performance shall be extended for a period of time equal to the period such party was delayed due to the event of Force Majeure.

**13. INTERPRETATION.**

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

**14. CAPTIONS.**

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

**15. ENTIRETY OF AGREEMENT.**

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and UNTHSC as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

(REMAINDER OF THIS PAGE INTENTIONALLY BLANK)

**16. COUNTERPARTS.**

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

**EXECUTED** as of the last date indicated below:

**CITY OF FORT WORTH:**

**UNIVERSITY OF NORTH TEXAS  
HEALTH SCIENCE CENTER:**

By: \_\_\_\_\_  
Fernando Costa  
Assistant City Manager

By: \_\_\_\_\_  
Dr. Michael R. Williams  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lee Jackson, Chancellor of  
University of North Texas System

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Peter Vaky  
Deputy City Attorney

M&C: \_\_\_\_\_ C-26595 12-10-13



## Board Briefing

**Committee:** Finance

**Date Filed:** February 25, 2014

**Title:** Authorization to Enter into Agreement between Tarrant County Public Health and UNTHSC for "Tarrant County 17P Program"

### Background:

Tarrant County Public Health (TCPH) desires to contract with UNTHSC for UNTHSC's Office of Professional and Continuing Education (PACE) to develop an online training module that describes 17-Hydroxyprogesterone (17P) indications and procedures and that introduces the "Tarrant County 17P Program" to participants.

### Financial Analysis/History:

The proposed contract is for \$5,000.00 to be paid by Tarrant County to UNTHSC for PACE services outlined in the Contract for Services related to the development of an online training module, and accreditation for continuing education.

John A.  
Harman

Digitally signed by John A. Harman  
DN: cn=John A. Harman, o=UNTHSC,  
ou=Vice President for Finance and CFO,  
email=john.harman@unthsc.edu, c=US  
Date: 2014.03.11 13:06:05 -0500

Institution Chief Financial Officer

Allen Clemson

Digitally signed by Allen Clemson  
DN: cn=Allen Clemson, o=System, ou=UNTS,  
email=allen.clemson@untsystem.edu, c=US  
Date: 2014.03.11 15:31:10 -0500

Interim Vice Chancellor for Finance

### Legal Review:

This item has been reviewed by General Counsel.

Nancy S. Footer

Digitally signed by Nancy S. Footer  
DN: cn=Nancy S. Footer, o=UNT System, ou=OGC,  
email=nancy.footer@untsystem.edu, c=US  
Date: 2014.03.11 15:19:08 -0500

Vice Chancellor/General Counsel

**Schedule:**

Within 30 days of invoice receipt upon approval and execution of contract.

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**Recommendation:**

It is recommended that the Board of Regents authorize and approve the execution of the contract for PACE services between TCPH and UNTHSC.

**Recommended By:**

John A. Harman

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Institution Chief Financial Officer

**Michael R.  
Williams**

Digitally signed by Michael R. Williams  
DN: cn=Michael R. Williams, o=UNTHSC,  
ou=President,  
email=michael.williams@unthsc.edu, c=US  
Date: 2014.03.11 13:06:31 -05'00'

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President

**Lee Jackson**

Digitally signed by Lee Jackson  
DN: cn=Lee Jackson, o=UNT  
System, ou=Chancellor's Office,  
email=chancellor@unt.edu, c=US  
Date: 2014.03.18 10:33:26 -05'00'

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Chancellor

Attachments Filed Electronically:

- Contract for Services "Tarrant County 17P Program"



Title: Authorization to Enter into Agreement between Tarrant County Public Health and UNTHSC for "Tarrant County 17P Program"

Board of Regents Order 2014-21

At an official meeting of the Board of Regents of the University of North Texas System properly posted and held on March 20, 2014, pursuant to a motion made by Regent Michael Bradford and seconded by Regent Don Potts, the Board approved the motion presented below:

Whereas, Tarrant County Public Health (TCPH) and UNTHSC partner on projects that improve patient health in Tarrant County, and

Whereas, this project will educate physicians, nurses and allied health professionals on the importance of indication and procedure of administration of 17-Hydroxyprogesterone (17P) which will improve the outcome for women with a previous spontaneous preterm delivery,

Now, Therefore, The Board of Regents authorizes and approves the following:

- 1. Execution of an agreement between Tarrant County and UNTHSC for the Office of Professional and Continuing Education (PACE) to provide training on 17-Hydroxyprogesterone (17P) to the staff of Tarrant County Public Health.

VOTE: 8 ayes 0 nays 1 abstentions

BOARD ACTION:

Attested By:

Julia A. Boyce (signature)

Julia A. Boyce, Secretary Board of Regents

Approved By:

Brint Ryan (signature)

Brint Ryan, Chairman Board of Regents

**STATE OF TEXAS**

§  
§  
§

**CONTRACT FOR SERVICES**

**COUNTY OF TARRANT**

## **BACKGROUND**

This Contract for Services is between Tarrant County, Texas (“COUNTY”) and University of North Texas Health Science Center’s Office of Professional and Continuing Education (“PROVIDER”) for the provision of Continuing Educational Units to the staff of Tarrant County Public Health. The Commissioners Court finds that this contract serves a public purpose in improving the ability of the staff to provide improved care to the citizens of Tarrant County, Texas.

## **CONTRACT FOR SERVICES**

### **1. SCOPE OF SERVICES**

Provider will perform the following:

1. Provider will review and develop online training module that describes 17-Hydroxyprogesterone, “17P”, indications and procedures; and that introduces the “Tarrant County 17P Program” to participants.
2. Provider will promote the 17P online training module.
3. Provider will develop a credit request and evaluation form for each program.
4. Obtain the Trainer’s signature on the Presenter Conflict of Interest form for the proper disclosure policies and retain on file for review.
5. CME/CE credit for (up to 100) live participants.
6. Provider will enter and maintain all registrants in a database in order for registrants to receive Continuing Education credit.
7. Provide each attendee who completes and returns the Provider’s credit request form a certificate of attendance or continuing education credit certificate.
8. Provide continuing education (1) unit for 200 additional online participants.
9. Provider will provide CEUs in the following areas, Accreditation Council for Continuing Medical Education (ACCME), American Osteopathic Association (AOA), Texas Nurse Association (TNA), and the National Commission for Health Education Credentialing Inc. (NCHEC).
10. Said CEUs are for MD’s, DO’s, RN’s, and CHES in accordance with the standards and guidelines specified by the following accrediting agencies: ACCME, AOA, TNA, and NCHEC.
11. Provider will produce quarterly reports on the names and number of course participant completions.

### **2. TERM AND TERMINATION**

This contract begins on January 1, 2014 and concludes on January 31, 2015.

**2.1 Termination without Cause** - Either party upon 30 days written notice may terminate this agreement without cause.

**2.2 Annual Fiscal Condition Precedent** - The parties acknowledge and agree that the Tarrant County is a governmental entity subject to an annual budgetary process and restrictions on spending in conformity with that process and its approved budget. The parties further agree that, notwithstanding any other language or provision herein to the contrary, if for any reason funds are not budgeted expressly for this agreement for the County's fiscal years subsequent to that in which funds for this Agreement are first allocated, the County may immediately and without penalty terminate this Agreement; provided, however, that in no event shall such a termination be effective earlier than the expiration of the last date for which funds have already been so allocated under an existing, finally approved budget.

### **3. COST**

The COUNTY will pay no more than \$5,000.00 (these funds are from a Delivery System Reform Incentive Payment (DSRIP)) pursuant to this contract. COUNTY will pay PROVIDER within 30 days of invoice receipt upon approval and execution of this contract.

3.1 PROVIDER will send an invoice upon receipt of the signed contract to Tarrant County Public Health, Administration Office, 1101 S. Main, Suite 2400, Fort Worth, Texas 76104;

### **4. FINANCIAL RESPONSIBILITY**

PROVIDER is responsible for its incurred expenses in performing this contract. To the extent permitted by the Constitution and the laws of the State of Texas, PROVIDER indemnifies and holds harmless the COUNTY against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, with respect to PROVIDER'S performance of this contract.

### **5. AGENCY-INDEPENDENT CONTRACTOR**

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

### **6. ASSIGNMENT**

Neither party may assign this contract without prior written consent of the other party.

**7. THIRD PARTY BENEFICIARY EXCLUDED**

This contract does not protect any specific third party. The intent of this contract excludes the idea of a suit by a third party beneficiary. The parties to this contract do not consent to the waiver of sovereign immunity under Texas law to the extent either party may have that immunity under Texas law.

**8. MISCELLANEOUS**

This contract supersedes all prior representations. The parties may amend this contract by subsequent written amendments. The parties will not amend this contract orally. The law of the State of Texas governs this contract. Venue for any action regarding this contract must be in the district courts of Tarrant County, Texas.

**9. PARTIES ADDRESSES**

COUNTY  
TARRANT COUNTY PUBLIC HEALTH  
1101 S. Main, STE 2400  
Fort Worth, Texas 76104

PROVIDER  
UNTHSC PACE OFFICE  
3500 Camp Bowie BLVD  
Fort Worth, Texas 76104

Approved on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Commissioners Court Order No. \_\_\_\_\_.

**TARRANT COUNTY  
STATE OF TEXAS**

**PROVIDER**

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
John Harman, MBA, CPA  
Senior VP for Finance and CFO

**COUNTY OF TARRANT  
STATE OF TEXAS**

*APPROVED AS TO FORM:*

---

District Attorney's Office\*

\*By law, the District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

CERTIFICATION OF FUNDS AVAILABLE FOR THE AMOUNT OF: \$ \_\_\_\_\_

---

Auditor's Office



**Debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order.**

**Debarment:**

Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you or your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_ (Name)  
\_\_\_\_\_ (Company)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (Address)  
PHONE \_\_\_\_\_ -- FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_

\_\_\_\_\_ Signature \_\_\_\_\_ Date



## Board Briefing

**Committee:** Finance

**Date Filed:** February 25, 2014

**Title:** Authorization to Enter into Agreement between Tarrant County Public Health and UNTHSC for Electronic Support for Public Health Software

### Background:

Tarrant County Public Health (TCPH) desires to contract with UNTHSC for UNTHSC's Office of Professional and Continuing Education (PACE) to install, configure, implement, maintain, and enhance the Electronic Support for Public Health (ESP) software for use in Pertussis case reporting. In addition, PACE will provide the creation and maintenance of online learning modules for training on the ESP system. This is part of TCPH's 1115 Waiver project.

### Financial Analysis/History:

The proposed contract is for \$251,960.00 to be paid by Tarrant County to UNTHSC for PACE services outlined in the Contract for Services related to the creation and maintenance of online learning modules for training on the ESP software in Pertussis case reporting.

**John A.  
Harman**

Digitally signed by John A. Harman  
DN: cn=John A. Harman, o=UNTHSC,  
ou=Vice President for Finance and CFO,  
email=john.harman@unthsc.edu, c=US  
Date: 2014.03.11 13:07:11 -05'00'

Institution Chief Financial Officer

**Allen Clemson**

Digitally signed by Allen Clemson  
DN: cn=Allen Clemson, o=System, ou=UNTS,  
email=allen.clemson@untsystem.edu, c=US  
Date: 2014.03.11 15:37:23 -05'00'

Interim Vice Chancellor for Finance

### Legal Review:

This item has been reviewed by General Counsel.

**Nancy S. Footer**

Digitally signed by Nancy S. Footer  
DN: cn=Nancy S. Footer, o=UNT System, ou=OGC,  
email=nancy.footer@untsystem.edu, c=US  
Date: 2014.03.11 15:18:19 -05'00'

Vice Chancellor/General Counsel

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**Schedule:**

First installment of 25% of total will be paid upon approval and execution of contract. Subsequent payments are payable upon completion of milestones from paragraph 1.3 as approved by Tarrant County.

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**Recommendation:**

It is recommended that the Board of Regents authorize and approve the execution of the contract for PACE services between TCPH and UNTHSC.

**Recommended By:**

John A. Harman

---

Institution Chief Financial Officer

**Michael R.  
Williams**

Digitally signed by Michael R. Williams  
DN: cn=Michael R. Williams, o=UNTHSC,  
ou=President,  
email=michael.williams@unthsc.edu, c=US  
Date: 2014.03.11 13:07:40 -05'00'

---

President

**Lee Jackson**

Digitally signed by Lee Jackson  
DN: cn=Lee Jackson, o=UNT  
System, ou=Chancellor's Office,  
email=chancellor@unt.edu, c=US  
Date: 2014.03.18 10:32:28 -05'00'

---

Chancellor

**Attachments Filed Electronically:**

- Contract for Services "Tarrant County ESP Program"



**Board Order**

**Title:** Authorization to Enter into Agreement between Tarrant County Public Health and UNTHSC for Electronic Support for Public Health Software

**Board of Regents Order 2014-22**

At an official meeting of the Board of Regents of the University of North Texas System properly posted and held on March 20, 2014, pursuant to a motion made by Regent Gwyn Shea and seconded by Regent Milton Lee, the Board approved the motion presented below:

Whereas, Tarrant County Public Health (TCPH) and UNTHSC partner on projects that improve patient health in Tarrant County, and

Whereas, this project is to establish a disease monitoring system in Tarrant County among participating providers and to assist TCPH with completion of its 1115 Waiver milestones,

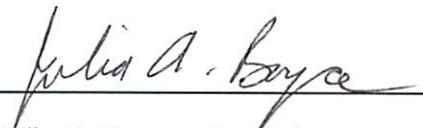
Now, Therefore, The Board of Regents authorizes and approves the following:

1. Execution of an agreement between Tarrant County and UNTHSC for the Office of Professional and Continuing Education (PACE) to implement an automated case detection software and develop and deliver training tools for the software.

VOTE: 8 ayes 0 nays 1 abstentions

**BOARD ACTION:**

Attested By:

  
\_\_\_\_\_

Julia A. Boyce, Secretary  
Board of Regents

Approved By:

  
\_\_\_\_\_

Brint Ryan, Chairman  
Board of Regents

# HSC CONTRACT MANAGEMENT ROUTING SLIP

(For Office of Contract Administration Use) **CONTRACT NO.**

Previous Contract # (if applicable): \_\_\_\_\_

Initiating Department: Professional and Continuing Education Contact Person: Jennifer Parker Phone: x0420

Contracting Organization: Tarrant County Public Health  
Contracting Organization Contact Person: Andrew Crim Phone: 817-735-2644 Email: Andrew.Crim@unthsc.edu

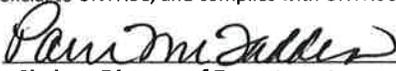
CONTRACT PERIOD/TERM: Start Date: 03/01/14 End Date: 03/30/15  Annual auto-renewal  
ESTIMATED COST TO THE INSTITUTION: Acct No: Requisition#: \_\_\_\_\_  
\*\* Expenditure contracts over \$100,000 **REQUIRE** a HUB Subcontracting Plan \*\*  
ESTIMATED REVENUE TO THE INSTITUTION: \$251,960.00 Acct No: 74950

**BRIEF DESCRIPTION OF CONTRACT:** Contract with Tarrant County Public Health for support services to install, configure, implement, maintain, and enhance the Electronic Support for Public Health (ESP) software for use in Pertussis case reporting. (UNTHSC internal code: TBD)

# of contracts routing: 1 Board Approval Required  Yes  No Foreign contract?  Yes  No

**Review and Recommendation Signatures:**

I have reviewed the attached contract and recommend entering into this agreement as written. I confirm that UNTHSC has available resources to fulfill the obligations contained in this contract. This contract is within the mission of the department or area of responsibility, is a proper activity to enter into that will be beneficial to UNTHSC, and complies with UNTHSC policies. I confirm that any applicable fair market value analysis has been completed and documented.

 \_\_\_\_\_ Date: 2-17-14  
Chair or Director of Department Date

\_\_\_\_\_ Date: \_\_\_\_\_  
Office of Contract Administration, x 2945  
**\*\* Contract Administrator will retain executed original of contract**

**Review and Approval Signatures**

1.  \_\_\_\_\_ Date: 2/17/14  
Contract Liaison Date

**Comments:**  
 \_\_\_\_\_  
Contract Liaison (printed name & phone # or ext.)

2. \_\_\_\_\_ Date \_\_\_\_\_  
**Office of General Counsel** Date  
*\*Approved as to legal form only (meets all legal requirements and is not objectionable for legal, as opposed to business/administrative, reasons).*

3. \_\_\_\_\_ Date \_\_\_\_\_  
**BSC Purchasing (855-868-4357 toll free)** Date  
Requests copy of executed contract  Yes  No

4. \_\_\_\_\_ Date \_\_\_\_\_  
**Dean** Date

5. \_\_\_\_\_ Date \_\_\_\_\_  
**Thomas Yorio, PhD, Provost & EVP Academic Affairs** Date

6. \_\_\_\_\_ Date \_\_\_\_\_  
**John A. Harman, MBA, CPA, CGMA, CMPE, Senior Vice President for Finance and CFO** Date

7. \_\_\_\_\_ Date \_\_\_\_\_  
**Jennifer Trevino, VP of Administration/Chief of Staff** Date

8. \_\_\_\_\_ Date \_\_\_\_\_  
**Michael R. Williams, DO, MD, MBA, UNTHSC President** Date

\_\_\_\_\_  
(Signs All contracts between \$100,000 and \$500,000)

9. \_\_\_\_\_ Date \_\_\_\_\_  
**Lee F. Jackson, UNT System Chancellor** Date

\_\_\_\_\_  
(Signs All contracts >\$500,000)

Office of Contract Administration Use Only:

Date Contract Completed/Executed: \_\_\_\_\_  E  S



STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT §

**CONTRACT FOR SERVICES**

**BACKGROUND**

This contract for services is between Tarrant County, Texas (“COUNTY”) and University of North Texas Health Science Center Office of Professional and Continuing Education (“PROVIDER”) for the provision of educational services and development of public health training for Tarrant County Public Health Department (TCPH) and its office of informatics. The Commissioners Court finds that this contract serves a public purpose and serves the public welfare of the citizens of Tarrant County.

**1. SCOPE OF SERVICES**

PROVIDER will develop and deliver training tools suitable for CD or online presentation and corresponding software platform as follows: 1.) a training tool which will provide introductory training to public health epidemiologists and infection preventionists (IPs) on use of a software system, “Electronic Health Record (EHR) Support for Public Health” or “ESP,” for automated case detection as described in Exhibit A, 2.) implementation and validation of the ESP system on a host platform to be provided by TCPH in accordance with the Statement of Work defined below and in Exhibit B. Development includes:

Statement of Work

- 1.1 For ESP Training tools, PROVIDER will utilize a web-based learning management system to develop both CD-ROM (or DVD-ROM or Flash-drive-based) and online self-paced training modules. PROVIDER education modules will be hosted and maintained by PROVIDER or its service partners. The modules will be developed and provided in HTML5 or similar format and compatible for PC, MAC, iOS, Android and other HTML5 or similar compliant operating systems. A maximum of five modules will be produced.

- 1.2 For ESP Training tools, PROVIDER will utilize content provided by the COUNTY to develop and deliver self-paced training modules on CD-ROM (or DVD-ROM or Flash-drive-based) media with the following outline of training resources: a) Basic Introduction to automated case detection and workflow, b) Overview and description of ESP, architecture and functional definition of key components, c) Typical case detection example using ESP in epidemiological workflow, d) Case example of sharing information with healthcare providers via ESP to streamline public health case investigation, e) Functional description of each ESP screen and function for specific user interactions, alerts and health information exchange. NOTE: TCPH will provide all content for development of the ESP training tools in Word and/or PowerPoint format.
- 1.3 PROVIDER will update training material with COUNTY-provided updates for a period of two years from launch date, not to exceed one set (multiple updates/multiple presentations) of updates per quarter. After the initial two year update period, updates will be provided once a year for an additional two years. More frequent updates will be billed at a maximum of \$1,000 per session. New content (additional modules) will be added and content updated following the initial four years at additional cost.
- 1.4 For both ESP training tools and platform implementation, provide Scope of Work and schedule with milestones and payment schedule to be approved by COUNTY. Monthly progress reports from contractors or subcontractors (if any) will be provided to TCPH outlining accomplishments, issues, delays, changes of scope and estimated completion of milestones, in addition to billing invoices describing work completed.
- 1.5 PROVIDER will provide COUNTY utilization reports, assessment reports and other statistics on an as-requested basis for online activities.
- 1.6 For ESP Platform implementation and validation: Provide technical support as described in Exhibit B (NOTE: References to "Vendor" in Exhibit B may be either PROVIDER or its designated contractors and/or consultants who must be pre-approved by TCPH)
- 1.7 Data access will be limited to approved COUNTY employees. PROVIDER will not have access to protected health information at any time.

## **2.0 PROGRAM OBJECTIVES**

2.1. The training will meet the following program objectives:

- 2.1.1. Provide interactive self-paced CD-ROM (or DVD-ROM or Flash-drive-based) and online-based training tools allowing

users to become oriented to ESP functions and capabilities and familiarized to quickly and easily become familiar with ESP in a public health epidemiology workflow environment.

- 2.1.2. Provide detailed functional descriptions of each specific function of ESP that allows users to become competent in proper use of ESP for early detection of cases involving notifiable diseases.
- 2.1.3. Provide guidance for public health supervisors for workforce development using ESP within an epidemiology or infectious disease control department in a local health department.

## 2.2. DESIGN REQUIREMENTS

- 2.2.1. The ESP training will be accessible on interactive CD-ROM (or DVD-ROM or Flash-drive-based) or via any Internet browser that will operate on a computer that connects to the Internet. To the maximum extent possible, content of training modules will be accessible by TCPH informatics personnel to enable updates to training courseware as new functions and features are added to the ESP platform.
- 2.2.2 The ESP software platform will be developed and maintained on a host server to be provided by TCPH for use by PROVIDER and its contractors or subcontractor (if any). EHR data will be initially provided by John Peter Smith (JPS) Health Network from its EPIC-based health information systems via secure network connectivity also provided by TCPH and may include both ER and ambulatory care data. The software platform will utilize only open source software and must be fully HIPAA-compliant (in accordance with HITECH Act security requirements) with secure access to public health users, hospital data providers and IT staff, and required consulting personnel for development, implementation and maintenance.

## 3.0 TERM

This contract begins on February xx, 2014 and concludes on September 1, 2014.

## 4.0 COST

The COUNTY will pay \$251,960 pursuant to this contract payable in three (3) installments in accordance with milestones provided in the Scope of Work. Item 9 in Exhibit B is optional and is included in this amount. First installment of 25% of total will be paid on contract signing with subsequent payments payable upon completion of milestones from paragraph 1.3 as approved by COUNTY. COUNTY will pay PROVIDER within 30 days of invoice receipt when the PROVIDER satisfies the following conditions:

- 4.1 PROVIDER will bill for services performed in accordance with this

contract;

- 4.2. PROVIDER will send an invoice to Tarrant County Public Health, ATTN: William F. Stephens, 1101 S. Main St., Fort Worth, TX and 76104
- 4.3. PROVIDER's invoice will detail the services provided;

## **5.0 FINANCIAL RESPONSIBILITY**

PROVIDER is responsible for its incurred expenses in performing this contract unless otherwise noted. To the extent permitted by the Constitution and the laws of the State of Texas, PROVIDER indemnifies and holds harmless the COUNTY against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, with respect to PROVIDER's performance of this contract.

## **6.0 AGENCY-INDEPENDENT CONTRACT**

PROVIDER is an independent contractor. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

## **7.0 ASSIGNMENT**

Neither party may assign this contract without the prior written consent of the other party.

## **8.0 THIRD PARTY BENEFICIARY EXCLUDED**

This contract does not protect any specific third party. The intent of this contract excludes the idea of a suit by a third party beneficiary. The parties to this contract do not consent to the waiver of sovereign immunity under Texas law to the extent either party may have that immunity under Texas law.

## **9.0 ENTIRE AGREEMENT**

This contract supersedes all prior representations. The parties may amend this contract by subsequent written amendments. The parties will not amend this contract orally. The laws of the State of Texas govern this contract. Venue for any action regarding this contract must be in the district courts of Tarrant County, Texas.

## **10.0 TERMINATION**

Either party may terminate this contract by:

- 10.1 Providing written notice to the other party at least 30 days prior to the date of termination;
- 10.2. Providing, in the written notice, the date of termination;
- 10.3. Sending the written notice by certified mail, return receipt requested to the party at its address.

**11.0 PARTIES ADDRESSES**

COUNTY:

William F. Stephens  
Tarrant County Public Health

1101 S Main  
Fort Worth, TX 76104

PROVIDER:

PACE Office  
University of North Texas Health  
Science Center  
Office of Professional and  
Continuing Education  
3500 Camp Bowie  
Fort Worth, TX 76107

**APPROVED** on this day the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by  
Commissioners Court Order No. \_\_\_\_\_.

**TARRANT COUNTY  
STATE OF TEXAS**

**PROVIDER**

\_\_\_\_\_

\_\_\_\_\_

*APPROVED AS TO FORM:*

\_\_\_\_\_  
District Attorney's Office\*

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

*CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF \$35,000.00:*

\_\_\_\_\_  
Auditor's Office

## EXHIBIT A

### Description of *EHR Support for Public Health*

## Chapter 1 ESP: Disease Detection and Public Health Reporting

The Electronic health record Support for Public health (ESP) project is an automated software application that analyzes electronic health record (EHR) data to identify and report conditions of interest to public health. ESP takes advantage of existing EHR data to allow clinicians to contribute detailed information to public health agencies with little or no extra work. ESP's surveillance modules automatically execute highly accurate disease detection algorithms in order to provide meaningful surveillance without placing any extra demands upon clinicians.

### HOW ESP WORKS

ESP extracts details of every patient encounter every 24 hours from the primary care physician's EHR. The ESP data model contains tables for patient demographics, vital signs, diagnosis codes, test orders, test results, medication prescriptions, allergies, social history, and provider contact details. ESP continuously searches these tables for relevant events. Target events (individual events of pertussis) are packaged into case reports and are submitted to the local health department epi case investigators electronically.

### Making It Easier to IDENTIFY Diseases

ESP automated detection is designed to overcome the limited accuracy of diagnosis codes and the limited sensitivity of laboratory tests by integrating other information, including patients' prescriptions, diagnoses, and test results. ESP algorithms integrate data elements across the EHR and allow detection of nuanced conditions that don't have reliable diagnosis codes or laboratory tests. **By reliably automating clinical analysis for selected outcomes, ESP shifts the burden of reporting from clinicians to information systems.**

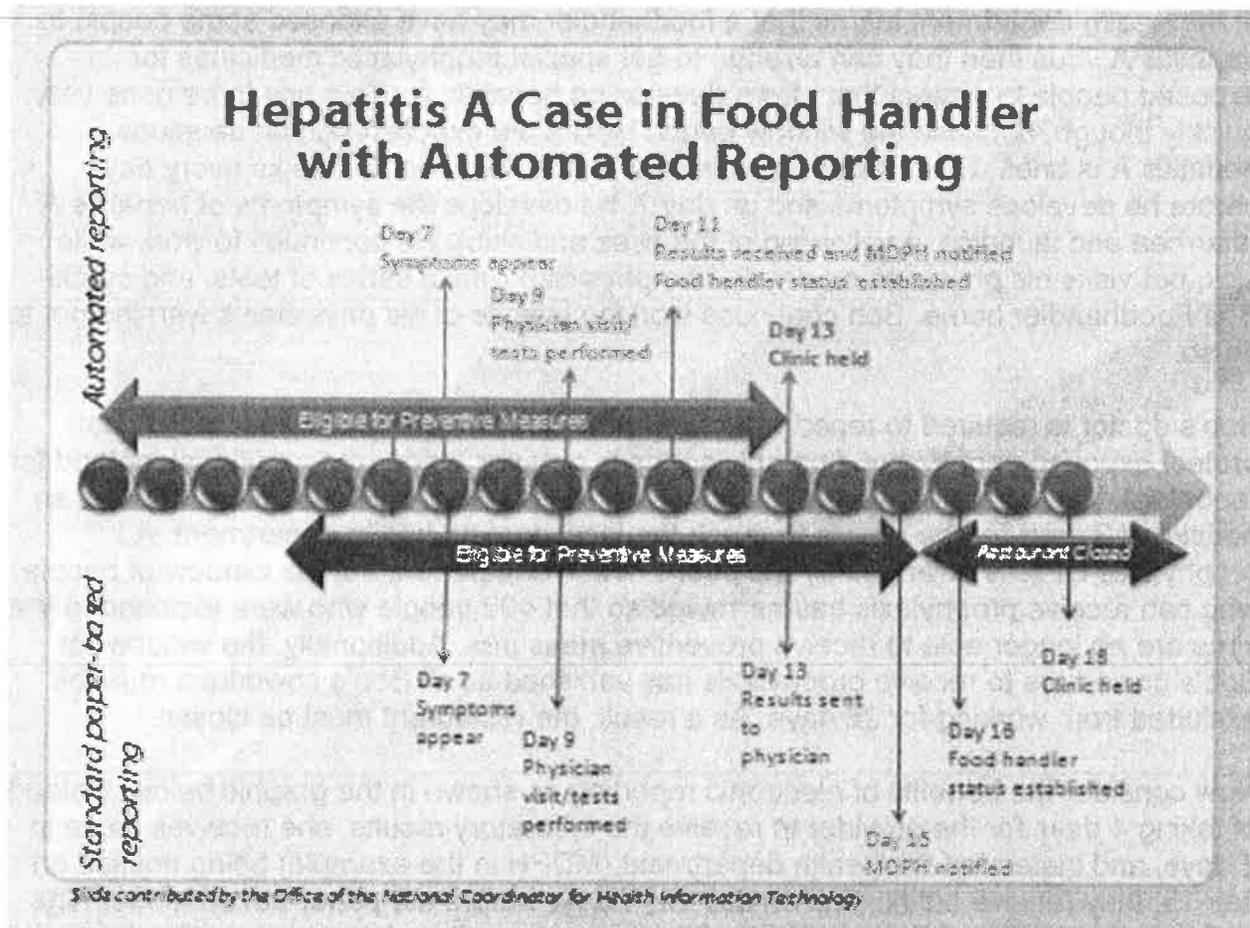
### WHY AUTOMATED REPORTING IS IMPORTANT

Paper-based reporting has traditionally meant delays in identifying individuals at risk and offering preventive measures which could reduce morbidity and mortality. While the Tarrant County ESP system will be used for early detection of pertussis cases, another example in Massachusetts illustrating the benefits of automated case detection is with acute hepatitis A infection: consider an individual who works at a popular restaurant (Bob Foodhandler) that serves approximately 100 people a day. When an individual develops hepatitis A, he is infectious (able to spread the disease) from one week before symptoms start to 2 weeks after the symptoms end.

If the health department learns that a foodhandler may have exposed some people to hepatitis A virus then they can arrange to get special prophylactic medicines for exposed people to protect them from developing hepatitis A. This has to be done very quickly though, because the window period before the exposed person develops hepatitis A is brief. So, consider a case where Bob Foodhandler works every day before he develops symptoms and on day 7, he develops the symptoms of hepatitis A (diarrhea and jaundice, a yellowing of the eyes and skin). He continues to work while sick, but visits his physician on day 9. The physician runs a series of tests, and sends Bob Foodhandler home. Bob continues working in spite of his physician's warning not to do so.

Bob's doctor is required to report the case to the health department so that they can protect exposed people, but if he only sends in a paper report (the traditional method for reporting). The laboratory results do not reach the provider until day 13 and it takes an additional 2 days for the results to reach the local or state health department. A prophylaxis clinic is arranged by the public health department but the window of people who can receive prophylaxis has narrowed so that 400 people who were exposed to the virus are no longer able to receive preventive measures. Additionally, the window for Bob's coworkers to receive prophylaxis has vanished so all Bob's coworkers must be excluded from working for 28 days. As a result, the restaurant must be closed.

Now consider the benefits of electronic reporting as shown in the graphic below: instead of taking 4 days for the provider to receive the laboratory results, she receives those in 2 days, and instead of the health department (MDPH in the example) being notified on day 15, they receive notification on day 11, 4 days before the paper-based model. The clinic would be offered 5 days ahead of the paper-based model, meaning all individuals at risk were eligible to receive prophylaxis and the restaurant did not need to be closed and morbidity prevented in potentially a large number of exposed customers and workers.



### ESP INSTALLATION SITES

ESP is currently active in Atrius Health in Massachusetts and MetroHealth in Ohio. Atrius Health is multiprovider, multispecialty ambulatory provider system serving over 700,000 patients. MetroHealth is a mixed inpatient and ambulatory provider group with over 300,000 patients.

Additional ESP installations are underway at Berkshire Health Systems, a rural regional health information exchange, Cambridge Health Alliance and the Massachusetts League of Community Health Centers, a network of 10 community health centers that provides care for 186,000 patients from underserved populations.

## **EXHIBIT B**

### **Detailed Statement of Work for ESP Platform Implementation**

TCPH requires support services to install, configure, implement, maintain, and enhance the Electronic Support for Public Health (ESP) software for use in Pertussis case reporting at the John Peter Smith (JPS) hospital. Vendor must have prior experience working with ESP and custom software development. Vendor must also have strong expertise and shown experience in Linux (Ubuntu), Python, Django, PostgreSQL. TCPH and Vendor responsibilities will be as follows:

#### **1. ESP Platform Setup and Configuration**

##### **1.1 TCPH Responsibilities**

- a. Procurement and physical installation of the ESP Server (physical or virtual).
- b. Initial installation and configuration of the Vendor-specified Linux Operating System on the ESP Server.
- c. Procurement and configuration of remote access via a Virtual Private Network (VPN) connection to allow secure communications between the ESP Server and the Vendor designated development network allowing direct access to vendor for software configurations and changes in a secure computing environment per TCPH security standards.
- d. Provisioning of regular file system backups for the ESP Server.
- e. Configuring the secure data file transfer mechanism (SFTP or VPN connection) to reliably transfer JPS' EPIC Clarity EHR database data to a designated secure ESP Server.
- f. Comparison of Pertussis cases detected by ESP using the "backfill historical period" with cases manually recorded and reported during that same time period and noting any discrepancies.

##### **1.2 Vendor Responsibilities**

- a. Provision of a detailed hardware and software specifications for the ESP Server to be used in this project.
- b. Installation of the ESP software (including the PostgreSQL database and other software packages needed by ESP not listed under TCPH responsibilities).
- c. Configuration of daily backups of the database (storing the database backup on local disk system)

## 2. Data Transfer between Epic EMR and ESP – Requirements Analysis and Design

Vendor will collaborate with designated IT staff at JPS and informatics staff at TCPH to specify details of how required data elements will be mapped from the Epic EMR to the set of delimited ASCII files that constitute the transfer-and-load format for ESP, making use of Epic's Clarity reporting database. EHR database elements to be extracted from JPS EPIC Clarity database and transferred to ESP include, at a minimum:

- i. Provider information*
  - Physician name, address
- ii. Patient demographic information*
  - Name, address, city, zip code
  - Physician (mapping to provider information)
  - DOB, sex
  - Parent/Guardian information
- iii. Clinical/Encounter Data*
  - Date of visit
  - ICD9 Diagnosis
- iv. Medications*
  - RX name, start/end date
- v. Hospitalization*
  - Location
  - Dates of admittance/discharge
- vi. Laboratory orders/tests*
  - Pertussis culture
  - Pertussis serology
  - Pertussis PCR
- vii. Vaccination history (DTP vaccine)*
  - a. Date, type, manufacturer, lot

Vendor will collaborate with designated IT staff at JPS and informatics staff at TCPH to determine appropriate "change-date" fields to use to support doing incremental (nightly) extraction from the JPS EPIC Clarity EHR database.

## 3. Data Feed Setup

- a. Vendor, with support from JPS IT staff will develop and implement required JPS EPIC Clarity EHR SQL extract scripts.
- b. Vendor will develop and implement and execute an ASCII file-parsing utility to verify the validity of test extract files.

- c. Vendor, with support from JPS IT Staff and TCPH informatics staff will perform testing of data extract scripts, including assessment of performance impact on JPS EPIC Clarity EHR database.
- d. Vendor will enable archiving of source data files after they are loaded into ESP.
- e. Vendor, with support from JPS IT staff will enable automatic scheduled operation of all the above.

#### **4. Backfill Historical Data**

- a. Vendor in collaboration with JPS and TCPH informatics staff will execute JPS EPIC Clarity EHR database data extraction scripts to generate 1 year's historical data for validation purposes and load into ESP to be used as ESP historical data.

#### **5. Code Mapping**

- a. Vendor will, with JPS collaboration, enter lab and drug mappings in ESP required to support pertussis detection including mappings of:
  - (1) JPS Epic "native" lab test names/codes to the "abstract" lab test names used in ESP's case finding algorithms (including specifying LOINC codes for test identification and SNOMED codes for qualitative result values).
  - (2) JPS Epic drug names to the names used in ESP's case finding algorithms

#### **6. Configuration of the Pertussis Case Detection Algorithm**

- a. Vendor will configure the ESP Pertussis case detection algorithm to conform to TCPH specifications for identifying pertussis cases.

#### **7. Customization of ESP Case workflow - Vendor will customize ESP to perform the following functions :**

- a. Generation of an email from ESP to alert epidemiologists and clinical case managers when a new Pertussis case is identified by ESP
- b. Generation of a web form associated with the ESP generated case. This form will include additional information as specified by TCPH. The data in the form should match as closely as possible to the Texas Department of State Health Services "Pertussis Case Track Record" form.

- c. Web form must be printable.
- d. Alerting with a subsequent email if other parameters for a patient with a prior Pertussis case (within a specified time window) are updated in ESP and indicate a higher threshold of probability is exceeded for a Pertussis case.

**8. System Validation - Vendor will perform the following :**

- a. Troubleshoot and tune disease detection and report components to mitigate any discrepancies in cases identified and content of case reports.

**9. Vendor Ongoing Maintenance and Technical Support Tasks (12 months; optional)**

- a. ESP software updates, bug fixes
- b. Periodic review of data loading
- c. Mapping assistance

**10. User Training** – provide user training content in a format suitable for conversion to progressive training tools (Word, Powerpoint, etc), intended for self-paced learning including screen captures for key functionality of ESP. Outline of content should fit into the following outline: a) Basic Introduction to ESP automated case detection and workflow, b) Overview and description of ESP, architecture and functional definition of key components, c) Typical case detection example using ESP in epidemiological workflow, d) Case example illustrating sharing information with healthcare providers and public health via ESP to streamline public health case investigation, e) Functional description of each ESP screen and function for specific user queries, alerts and health information exchange.

**11. Provide project schedule with milestones; quarterly reports**

**12. Manage subcontractors (if any) associated with JPS Clarity database extract for ESP**