

STATE OF TEXAS           §  
                                          §  
HIDALGO COUNTY         §

**MEMORANDUM OF UNDERSTANDING BETWEEN  
HIDALGO COUNTY AND  
TMC HEAD START/EARLY HEAD START**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into between the **HIDALGO COUNTY WIC (Women, Infant, and Children Program)** (“WIC”) and **TMC HEAD START/EARLY HEAD START (“TMC”)** for the purpose of providing services to the low income Head Start/Early Head Start families and children ages 0 month to 5 years who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating, and referrals to health care in the Starr County area only.

**WHEREAS**, TMC is Private/Public Non-Profit in the State of Texas, operating under the general laws of the State of Texas;

**WHEREAS**, County is a county in Texas;

**WHEREAS**, TMC will refer to Hidalgo County WIC Program, Head Start pregnant mothers or postpartum women, infants, and children from ages 0 month to 5 years, who are eligible for WIC services.

**WHEREAS**, WIC in Starr County will refer infants, toddlers, or pre-school children, who are in income-eligible, to TMC in Starr County if the need arises.  
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**NOW, THEREFORE**, in consideration of the mutual promises, conditions and covenants passing between the parties hereto, it is understood and agreed by and between the parties to this MOU as follows:

1. WIC will provide services to TMC Head Start/Early Head Start families and children according to the WIC income guidelines and the residency requirements, and they will be individually determined whether they are “nutritional at risk” by a health professional; and
2. WIC will collaborate with TMC in providing training and technical assistance to staff, parents, and families.
3. The Hidalgo County WIC Program’s target population (low income and nutritionally at risk) from the TMC HS/EHS Program are the following:
  - Pregnant women (through pregnancy and up to 6 weeks after birth or after pregnancy ends)
  - Breastfeeding women (up to infant’s 1<sup>st</sup> birthday)
  - Non-breastfeeding postpartum women (up to 6 months after the birth of an infant or after pregnancy ends)

- Infants (up to their 1<sup>st</sup> birthday)
- Children up to their 5<sup>th</sup> birthday

4. The following benefits are to be provided by WIC to the WIC Program participants from TMC:

- Supplemental nutritious foods
- Nutrition education and counseling at the Hidalgo County WIC Program clinics
- Screening and referrals to other health, welfare, and social services
- Provide WIC information as required by the Agriculture Risk Protection Act for distribution to all parents/guardians of Head Start/Early Head Start participants.

5. **Period of Agreement/Amendments:** This agreement, which is non-binding, will be reviewed annually and is good for five years unless amendments are proposed as needed.

6. **Coordination:** TMC will continue to collaborate with the WIC in providing nutritional foods, information on healthy eating, and referrals for health care. Coordination of services will depend upon program guidelines and the availability of funds.

7. **Contact Persons:** Designated Hidalgo County WIC Program and TMC HS/EHS personnel may be contacted as needed.

**Certification:** This partnership agreement establishes the framework for cooperative interaction and on-going partnership between the TMC and WIC.

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9. **Assignment.** No other assignment or transfer of this space to any other party is allowed without the prior written consent of the County.

10. **Breach.** If either party fails to carry out any provisions of this MOU, the other party shall notify the offending party of such breach and the breach shall be corrected within ten (10) days. Upon failure to correct, this MOU is thereafter automatically terminated. Nothing contained herein constitutes a waiver of the right to either party to damages occasioned by such breach. Provided further that no promises herein shall be deemed to constitute a waiver of any immunity available to the County.

11. **Amendments.** This MOU shall constitute the entire understanding of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreement between the parties respecting the subject matter within. Further, no amendment, modification or alteration of terms shall be binding unless the same is in writing, and duly executed by the parties.

12. **Texas Law to Apply.** The provisions of this MOU will be construed under and in accordance with the provisions of the laws of the State of Texas, and all obligations of the parties created hereunder and performable in Hidalgo County, Texas.

13. **Notice.** Except as may be otherwise specifically provided in this MOU, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to TMC: TMC Head Start/ Early Head Start  
Attention: Cesar Sotelo, Interim Chief Executive Officer  
5102 N. Barlett Ave.  
Laredo, TX 78044

If to WIC: Hidalgo County WIC Program  
Norma Longoria, Director  
3105 E. University Drive  
Edinburg, TX 78539

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

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_ 2015, to be effective as of

**TMC HEAD START/EARLY HEAD START**

**COUNTY OF HIDALGO**

\_\_\_\_\_  
Cesar Sotelo, TMC  
Interim Chief Executive Officer

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Ramon Garcia, County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

Atlas, Hall & Rodriguez, LLP

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By: Stephen L. Crain