

Hidalgo County Head Start Program Policy Council Agenda

DATE: January 20, 2016

SUBJECT: Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and Texas A&M University Health Science Center

RATIONALE/NEED: Memorandum of Understanding (MOU) is to collaborate with Texas A&M University Health Science Center in conducting education and outreach program involving the disease process of asthma in children ages three to five years old.

RECOMMENDATION: Administration recommends approval.

COST: There is no cost.

RELATED INFORMATION INCLUDED: Memorandum of Understanding

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Jeressa Flores

Memorandum of Understanding

Hidalgo County Head Start Program
And
Texas A&M University Health Science Center

The Texas A&M Health Science Center, a member of The Texas A&M University System, an agency of the State of Texas, on behalf of the Texas A&M School of Public Health Community-Based Pediatric Asthma Education and Intervention Program (hereinafter referred to as "HSC-SPH") and Hidalgo County Head Start Program (hereinafter referred to as "HCHSP") agrees to collaborate on a two year education and outreach program involving the disease process of asthma in children ages three (3) to five (5) years old. The program's focus is on using a holistic approach for case management, control of asthma triggers, and medication assistance that will provide the components for all parents and children to manage asthma, prevent asthma attacks and thus control their disease. The program will conduct assessment for asthma risk factors in both diagnosed and undiagnosed children and provide parents with asthma home management, education and follow up. The program aims at improving quality of life and providing cost saving management for children & families affected by asthma.

Center Sites

The names and addresses of the HCHSP sites that will be serviced by HSC-SPH Community-Based Pediatric Asthma Education and Intervention Program are listed below.

Weslaco I Head Start
310 N. Kansas
Weslaco, TX 78596

La Herencia Head Start
100 La Herencia Drive
Mercedes, TX 78570

Mercedes Head Start
1100 W. Expressway 83
Mercedes, TX 78570

Weslaco III Head Start
1317 W. Exp. 83
Weslaco, TX 78596

La Estancia Head Start
3601 E. Mile 8 North
Weslaco, TX 78596

Donna I Head Start
1402 Silver Ave.
Donna, TX 78537

Donna II Head Start
1715 Miller Ave.
Donna, TX 78537

Donna IV Head Start
202 West South Avenue
Donna, TX 78537

RESPONSIBILITIES OF THE PARTIES:

1. HSC-SPH Community-Based Pediatric Asthma Education and Intervention Program will coordinate services with the designated Hidalgo County Head Start Program personnel. Services will be rendered according to the agreed upon evidence based tools for assessment, management and a protocol for referring participants will be developed. HSC-SPH Community-Based Pediatric Asthma Education and Intervention Program shall obtain parent consent for each child enrolled at the center sites prior to initiation of the Community-Based Pediatric Asthma Education and Intervention Program.
2. All referrals to the intervention Specialist will be attained through the designated Hidalgo County Head Start Program representative.

3. HSC-SPH Community-Based Pediatric Asthma Education and Intervention Program and Hidalgo County Head Start Program will cooperate fully to make it possible for individuals/families to receive services, as detailed in the interventions listed below:

- Children enrolled in Head Start, and NOT currently diagnosed with asthma, after having obtained parental consent, will be screened for risk factors via the Academy of Pediatric Children's Health Survey on Asthma (CHSA). The CHSA is a validated tool and the survey will be conducted via parent interview.
 - Children identified as "at risk", and their parents, will be referred to child's medical home for diagnosis.
 - Children already diagnosed with asthma already with an Individualized Asthma Action Plan, and their parents, will be invited to participate in the educational program provided by Promotoras and overseen by Dr. Genny Carrillo.

Both intervention groups will receive education and instruction on Asthma management as follows:

- Learning to recognize asthma signs & symptoms
- How to manage an acute asthma attack
- Proper use of medications, spacers and peak flow meters
- How to decrease asthma triggers in the home environment by keeping it dry, clean, ventilated, pest-free, safe, contaminant free, and decreasing hazardous exposure.

Additionally, as part of the educational intervention, allergen repelling covers for mattresses and pillows will be provided to all children that will be followed at their households, as well as spacers.

Through this 2 year collaboration, HSC-SPH Community-Based Pediatric Asthma Education and Intervention Program and Hidalgo County Head Start Program will collect data to show families' increased knowledge on asthma management, improved quality of life and enhanced understanding of health care utilization. The following surveys will be conducted at 3, 6, 9, & 12 month intervals to adequately measure knowledge gained from this research project:

- Academy of Pediatrics Children's Health Survey on Asthma (CHSA)
- Asthma Home Environment and Trigger Checklist (AHEAT)
- Healthy Homes Pre and Post-test Knowledge Survey
- Exit Behavioral Survey
- Satisfaction Survey

4. Hidalgo County Head Start Program and HSC-SPH Community-Based Pediatric Asthma Education and Intervention Program staff will maintain confidentiality requirements in accordance with federal law as well as State of Texas law.

Insurance

The liability of The Texas A&M University System for personal injury and property damage is controlled by the Texas Tort Claims Act, V.T.C.A. Civil Practice and Remedies Code, Chapter 101, Section 101.021. The limits of liability are \$250,000 for each person, \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property. Following this limited exposure, the System as a state agency, is protected by the doctrine of sovereign immunity, and as such, is self-insured up to the aforementioned limits.

The Texas A&M University System is self-insured for Workers' Compensation Insurance provided by Chapter 502 of the Texas Labor Code. Benefits are provided in accordance with the provisions of that law.

Stated-owned vehicles of universities and agencies of The Texas A&M University System are exempt from compulsory liability insurance requirements of the State of Texas. This exemption appears in Subtitle D Motor Vehicle Safety Responsibility; Chapter 601 Motor Vehicle Safety Responsibility Act; Subchapter A General Provisions; Section 007 Applicability of Chapter to Government Vehicle. As such, auto liability coverage is provided under The Texas A&M University System Auto Liability Plan with the following limits of \$250,000/\$500,000/\$100,000.

Indemnification

TAMHSC, to the extent allowed by the Constitution and laws of the State of Texas, and HCHSP each agree to indemnify and hold the other harmless from and against any and all losses, claims, demands, damages, liabilities and costs directly or indirectly arising from or related to such indemnifying party's negligence or willful misconduct or that of its officers, employees, affiliates, contractors and agents, except in all cases to the extent arising from the negligence or intentional misconduct of the indemnified party or their respective officers, employees, affiliates, contractors or agents. Under no circumstances shall either Party be liable to the other Party for any special, indirect or consequential damages, including without limitation, lost profits or cost of capital.

Confidentiality

TAMHSC and HCHSP wish to exchange certain information, certain parts of which may be proprietary, confidential, and have value to that party. The parties wish to protect this information from unauthorized disclosure or use, so the parties are willing to disclose and receive this information on the following terms and conditions. In consideration of the parties' discussions and any access of the Receiving Party to Proprietary Information of the Disclosing Party, the Receiving Party hereby agrees as follows:

The Receiving Party agrees (i) to hold the Disclosing Party's Proprietary Information in confidence and to take reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its confidential materials), (ii) not to divulge any such Proprietary Information or any information derived therefrom to any third person (other than to a

controlled Affiliate) or a party's Representatives (as defined below), The Receiving Party shall promptly notify the Disclosing Party of any unauthorized use or disclosure, or suspected unauthorized use or disclosure, of the Disclosing Party's Proprietary Information of which Receiving Party becomes aware. Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (i) is or becomes (through no improper action or inaction by the Receiving Party or any Affiliate or Representative) generally available to the public, or (ii) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, or (iii) was rightfully disclosed to it by a third party without restriction, or (iv) was independently developed without use of any Proprietary Information of the Disclosing Party by employees of the Receiving Party who have had no access to such information. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure as much as possible and to obtain confidential treatment or a protective order to the maximum extent allowed and has allowed the Disclosing Party to participate in the proceeding.

"Representatives" means a party's officers, directors, employees, consultants and legal advisors who have a need to know such Proprietary Information to evaluate whether to proceed with this program. The Receiving Party assumes full responsibility for any breach of this Agreement by its Representatives.

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF ANY CONFIDENTIAL INFORMATION, OR WITH RESPECT TO NON-INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY OR OF RECEIVING PARTY.

Immediately upon a written request by the Disclosing Party at any time, the Receiving Party will destroy or turn over to the Disclosing Party all Proprietary Information of the Disclosing Party and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof. The Receiving Party understands that nothing herein (i) requires the disclosure of any Proprietary Information of the Disclosing Party or (ii) requires the Disclosing Party to proceed with any transaction or relationship.

Termination

Either party may terminate the Agreement, with or without cause, by giving thirty (30) days written notice to the other to the addresses as provided below:

Attn: Genny Carrillo, MD, ScD
Texas A&M School of Public Health
2101 McColl Road
McAllen, Texas 78503

Attn: Teresa Flores, Executive Director
Hidalgo County Head Start
PO Box 0117
Edinburg, TX 78540

Term

This Collaborative agreement will be effective from September 1, 2015 through August 31, 2017 and may be amended or terminated by either party by submitting a written request at any time.

Governing Law

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration

This Agreement is being made in consideration of the following: HSC-SPH Community-Based Pediatric Asthma Education and Intervention Program and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Texas A&M University Health Science Center

PI Authorized Signature Date

Genny Carrillo, M.D. Sc.D. M.S.P., M.P., Associate Professor

Authorized Signature Date

Vice President for Research

Hidalgo County Head Start Program

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date


Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

Approved As To Form:
Oxford & González, P.C.

By: 

Stephen L. Crain

By: _____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court: