

## Hidalgo County Head Start Program Policy Council Agenda

**DATE:** May 17, 2017

**SUBJECT:** Discussion/Approval of Request to Enter into a Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and Tropical Texas Behavioral Health

**RATIONALE/NEED:** The memorandum of Understanding (MOU) is to collaborate with the Tropical Texas Behavioral Health to deliver services to Head Start Children and families.

**RECOMMENDATION:** Administration recommends approval.

**COST:** There is no cost.

**RELATED INFORMATION INCLUDED:** Memorandum of Understanding

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**INITIATED BY:** Ambrosio Tovar, Procurement Director

**REVIEWED BY:** Mr. Edmundo Garcia, Assistant Director

**EXECUTIVE DIRECTOR'S APPROVAL:** *Jesus Flores*

**MEMORANDUM OF AGREEMENT  
BETWEEN  
TROPICAL TEXAS BEHAVIORAL HEALTH  
AND  
HIDALGO COUNTY HEAD START PROGRAM**

THIS MEMORANDUM OF AGREEMENT (this Memorandum) is entered into by **Tropical Texas Behavioral Health (TTBH)**, a community mental health and intellectual and developmental disability center, and a governmental unit of the State of Texas under the provisions of Vernon's Texas Codes, Annotated, Health & Safety Code, §534.001, et. seq., and **Hidalgo County Head Start Program (HCHSP)** whose address is 1901 W. State Hwy 107, McAllen, Texas, for the purpose of establishing a continuity of care system for persons with mental illness.

In consideration of the mutual agreements contained within this Memorandum of Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by both parties, **TTBH** and **HCHSP** agree as follows:

**I.  
HCHSP Obligations**

**Services.**

- a. Identify and refer to **TTBH** students in need of screening and assessment for treatment services.
- b. Provide **TTBH**, its employees or agents access to its campuses for the purpose of establishing a continuity of care system. Such person(s) shall be allowed campus access on an as needed basis and at times and days mutually agreed upon by **TTBH** and **HCHSP**.
- c. Collaborate with the Center's outreach worker(s) for the purpose of making referrals to **TTBH** and for the purpose of providing continued care, assessments and treatment of those students identified as requiring services from **TTBH** for mental illness.

**Confidentiality.** **HCHSP** must maintain the confidentiality of information received during the performance of this Memorandum, including information which discloses confidential personal information or identifies any person served by **TTBH**, in accordance with applicable federal and state laws.

**HCHSP** agrees to follow, undertake, or institute appropriate procedures of safeguarding client information with particular reference to client identifying information. The term "client identifying information" includes, but is not limited to, a client's medical record, graphs or charts; statements made by the client, either orally or in writing, while receiving services; photographs, videotapes, etc.; any acknowledgment that a person is or has been a client of the facility, **TTBH**, or other designated Contractor; and protective health information (PHI) as such term is defined by the federal Health Insurance Portability and Accountability Act (HIPAA), as amended. **HCHSP** agrees to comply with HIPAA and all regulations promulgated thereunder, including, but not limited to, all provisions governing the use and disclosure of PHI.

**Non-Discrimination.** **HCHSP** will ensure that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the policies of **TTBH**.

## II. TTBH Obligations

### Services.

- a. Provide staff, at times mutually agreed upon by **TTBH** and **HCHSP**, access to campuses for the purpose of conducting intake screenings and assessment of referrals by the **HCHSP**.
- b. Provide mental health services, assessments and screenings to the identified student/family population at the designated location or through home visitation.
- c. Collaborate with the **HCHSP** regarding provision of follow-up mental health services and assessments to eligible persons.
- d. Provide service linkage to students for mental health services.
- e. Provide services to **HCHSP** students and families who have been identified as being in need of these services in accordance with **TTBH** policy as capacity permits.
- f. **HCHSP** acknowledges that as a service provider under agreement with **HCHSP** that **TTBH** has legitimate educational interest in the student data and information contained in the educational records provided to them in the execution of providing services to the **HCHSP**. **TTBH** agrees to keep confidential all educational records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99). Disclosure to third parties by **TTBH** shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s).

## III. Insurance

**HCHSP** agrees to maintain at its sole cost and expense policies of general and liability insurance coverage in order to insure **HCHSP** and **TTBH** against any claim for damages, acts or omissions, which may arise in connection with this Memorandum, sufficient to meet the requirements of state law and workers' compensation insurance. **HCHSP** will furnish copies of said insurance policies and a certificate of insurance to **TTBH** upon request.

**TTBH** agrees to maintain at its sole cost and expense policies of general and liability insurance coverage in order to insure **TTBH** and **HCHSP** against any claim for damages, acts or omissions, which may arise in connection with this Memorandum, sufficient to meet the requirements of state law and workers' compensation insurance. **TTBH** will furnish copies of said insurance policies and a certificate of insurance to **HCHSP** upon request.

Nothing in this agreement shall be construed or interpreted to mean that the parties are engaged in a partnership, joint enterprise, or other cooperative arrangement other than what is stated in this agreement. The parties agree that they are independent contractors and are not borrowing servants under this agreement. Nothing in this agreement shall be construed or interpreted to mean that this provision requiring insurance by the parties obligates the parties to list the other as a loss beneficiary on any of the above described policies.

**IV.  
Indemnification**

**HCHSP** hereby agrees, to the extent permitted under the laws of the State of Texas, to indemnify and hold harmless **TTBH**, its board, employees, and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses brought, made for, or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions of **HCHSP**, its board, employees, or agents, if any, whether occurring during the performance or execution of this agreement.

**TTBH** hereby agrees, to the extent permitted under the laws of the State of Texas, to indemnify and hold harmless **HCHSP**, its board, employees, and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses brought, made for, or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions of **TTBH**, its board, employees, or agents, if any, whether occurring during the performance or execution of this agreement.

The Parties agree that nothing in this agreement shall be interpreted or construed as a waiver of any governmental, sovereign, official, qualified and/or statutory immunity that the **HCHSP** is entitled to pursuant to Federal and State law.

**V.  
Miscellaneous**

Term. This Memorandum of Agreement will be effective on May 1, 2017 and expire August 31, 2017 unless otherwise terminated as provided herein.

Amendments. This Memorandum of Agreement may only be amended by written agreement between **HCHSP** and **TTBH**.

Termination. This Memorandum of Agreement may be terminated by either party upon ten (10) days written notice to the other party of its intent to terminate the Memorandum.

Assignment. No assignment of this Memorandum or the rights and obligations hereunder will be valid without the written consent of the non-assigning party.

Entire Agreement. This Memorandum of Agreement constitutes the entire agreement of the parties and supersedes any prior understandings or oral or written agreements between **TTBH** and **HCHSP** on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this Memorandum shall be valid unless in writing and executed by the parties hereto.

Notice. Except as expressly provided within this Memorandum, any notice required or permitted to be given under this Memorandum must be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individual and address shown below:

**HIDALGO COUNTY  
PROGRAM**

Teresa Flores  
Executive Director  
P.O. Box 0117  
Edinburg, Texas 78540

**TTBH**

W. Terry Crocker  
Chief Executive Officer  
P. O. Drawer 1108  
Edinburg, TX 78540

or to such other individual and address as provided in writing to the other party by the means specified above. The notice shall be effective on the date of delivery.

Other Agreements. **TTBH** and **HCHSP** agree that this Memorandum of Agreement shall not constitute a modification, amendment, waiver or change of any of the terms of any prior agreements between these parties.

**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: Texas A&M Health Science Center/School of Public Health and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

The parties have executed this Memorandum of Agreement on the dates set forth below their signatures.

**Tropical Texas Behavioral Health**

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

W. Terry Crocker, Chief Executive Officer  
*Print Name and Title*

***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

By:   
\_\_\_\_\_  
Stephen L. Crain

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

By: \_\_\_\_\_  
Ricardo González

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