



## Hidalgo County Head Start Program Policy Council Agenda

**DATE:** November 15, 2017

**SUBJECT:** Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Agreement Between Hidalgo County Head Start Program and Advancing Together

**RATIONALE/NEED:** Memorandum of Agreement is to collaborate with the Advancing Together, a CPW Program administrated through the Texas Department of State Health Services to serve the Head Start children and families.

**RECOMMENDATION:** Administration recommends approval.

**COST:** There is no cost.

**RELATED INFORMATION INCLUDED:** Memorandum of Agreement

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

*A. Tovar*

**REVIEWED BY:** Ms. Nora Munoz, Assistant Director

*N. Munoz*

**PROGRAM DIRECTOR'S APPROVAL:**

*Teressa Flores*

**MEMORANDUM OF AGREEMENT BETWEEN  
ADVANCING TOGETHER  
AND  
HIDALGO COUNTY HEAD START PROGRAM**

THIS MEMORANDUM OF AGREEMENT (this Memorandum) is entered into by **ADVANCING TOGETHER**, a CPW Program administrated through the Texas Department of State Health Services 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 having health problems and requiring case management.

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, **ADVANCING TOGETHER** and **HCHSP** agree as follows:

**I.  
HCHSP Obligations**

**Services**

- a. Identify and refer to **ADVANCING TOGETHER** students having or at-risk of having a health problem.
- b. Provide **Advancing Together**, its employees or agents access to its campuses for the purpose of assisting with health care needs. Such person(s) shall be allowed campus access on an as needed basis and at times and days mutually agreed upon by **ADVANCING TOGETHER** and **HCHSP**.
- c. Collaborate with the Agencies case manager(s) for the purpose of making referrals to **ADVANCING TOGETHER** and for the purpose of providing continued care, assessments and treatment of those students identified as requiring services from **ADVANCING TOGETHER** for case management.

**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 **ADVANCING TOGETHER**, 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; academic records; 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 **ADVANCING TOGETHER**.

## **ADVANCING TOGETHER Obligations**

### **Services**

- a. Provide staff, at times mutually agreed upon by **ADVANCING TOGETHER** and **HCHSP**, access to campuses for the purpose of conducting intake screenings and assessment of referrals by the **HCHSP**.
- b. Provide case management, assessments to the identified student/family population at the designated location or through home visitation.
- c. Collaborate with the **HCHSP** regarding provision of follow-up case management and assessments to eligible persons.
- d. Provide service linkage to students for case management.
- e. Provide services to **HCHSP** students and families who have been identified as being in need of these services.
- f. **ADVANCING TOGETHER** agrees to provide to the **HCHSP** the names, social security numbers and dates of birth of any employee of **ADVANCING TOGETHER** that will be provided access to **HCHSP** campuses and contact with students. This information shall be used for the sole purpose of conducting a criminal record check of the **ADVANCING TOGETHER** employee as provided by **HCHSP** and Sec. 22.083(b) of the Texas Education Code. Alternatively, **ADVANCING TOGETHER** may provide proof or certification, satisfactory to the **HCHSP**, of a criminal record check of the **ADVANCING TOGETHER** employee that was conducted within the preceding twelve (12) month period. The **HCHSP** at its sole discretion shall determine if the **ADVANCING TOGETHER** employee clears the criminal record check.

### **III.**

#### **Insurance**

**HCHSP** agrees to maintain at its sole cost and expense a comprehensive, general liability insurance policy and an error and omission policy of insurance that covers **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. **HCHSP** will furnish copies of said insurance policies and a certificate of insurance to **ADVANCING TOGETHER** upon request.

**ADVANCING TOGETHER** agrees to maintain at its sole cost and expense a comprehensive, general liability insurance policy and omission policy of insurance coverage in order to insure **ADVANCING TOGETHER** 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. **ADVANCING TOGETHER** 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 **ADVANCING TOGETHER**, 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.

**ADVANCING TOGETHER** 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 **ADVANCING TOGETHER**, 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 November 1, 2017 and expire August 31, 2018 unless otherwise terminated as provided herein.

**Amendments**

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

**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 **ADVANCING TOGETHER** 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

**ADVANCING TOGETHER**

Cynthia Arteaga, LBSW-IPR  
Chief Executive Officer  
341 Hollywood Dr.  
Edinburg, TX 78539

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**

**ADVANCING TOGETHER** 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: **ADVANCING TOGETHER** and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

[Signature page follows]

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

**ADVANCING TOGETHER**

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

Cynthia Arteaga, LBSW-IPR, 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

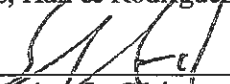
\_\_\_\_\_  
Date

\_\_\_\_\_  
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: