



Hidalgo County Head Start Program Policy Council Agenda

DATE: May 16, 2018

SUBJECT: Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and the Following Eighteen (18) Entities:

Agency	Agency
Avance, Inc.	Hope Family Health Center
Behavioral Health Solutions of South Texas	Partners Resource Network, Inc./TEAM PROJECT
Buckner Children & Family Services, Inc.	Region One Education Service Center/Child Find Serve
Communities Unlimited, Inc.	Region One Education Service Center/ECI
County of Hidalgo Community Service Agency	South Texas College
Doctor's Hospital at Renaissance, Ltd.	Texas A&M / Agri-Life Extension
Easter Seals of the RGV	Texas A&M –Kingsville
Hidalgo County Housing Authority	Texas Attorney General
Hidalgo County WIC Program	Tropical Texas Behavioral Health
	University of Texas RGV

RATIONALE/NEED: Memorandum of Understanding (MOU) is to collaborate with Local Community Agencies, Universities, and local College in assisting the Head Start Children and families.

RECOMMENDATION: Administration recommends approval.

COST: There is no cost.

RELATED INFORMATION INCLUDED: Memorandum of Understanding

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

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

EXECUTIVE DIRECTOR'S APPROVAL: *Jesus Flores*

Avance, Inc.

Memorandum of Understanding Between Hidalgo County Head Start Program

And

*AVANCE, Inc./Colonia's Early Head Start Program and
Early Head Start Child Care Partnership Program*

2018-2021

The **Hidalgo County Head Start Program (HCHSP)** and **AVANCE, Inc.** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **AVANCE, Inc.**, may not be amended except by a written document signed by **HCHSP** and **AVANCE, Inc.**

AVANCE, Inc. will:

- Provide services for infants and toddlers and their families to encourage trust and emotional security, provide a variety of sensory and motor experiences, support physical, social and emotional development, encourage the development of self-awareness and autonomy, and support emerging communication skills.
- Provide service coordination services for all eligible children and maintain documentation of these activities. The Family Development worker is responsible for coordinating all services within the program and across agency lines, as well as being available to parents.
- Make decisions regarding what services will be provided, which includes type, frequency, intensity, location, name of services provider, and method of delivery made through a collaborative Individual Family Service Plan (IFSP) process between parents and other team members. Services are jointly coordinated with other services providers involved in delivery of services to the child and family.
- To assist with transition into other appropriate programs and services when the child turns three. As early as ninety (90) days prior to the child's third birthday and with family approval, a face-to-face conference must be convened with the family, the Early Childhood Intervention (ECI) program staff and staff from the next future setting, to review the child's program options and transition plan. The child must be referred to Hidalgo County Head Start Program as described in the Individual Family Service Plan (IFSP) and agreed upon by the parents. With parental consent assessment information may accompany the referral.
- Participate in and support efforts for a smooth transition when entering Head Start programs as well as for children who, at age three, will need to be considered for services for the preschool age. To avoid duplication of effort, the **AVANCE, Inc.** will coordinate, to the extent possible with families and the Head Start program to support the cooperation and the sharing of information among agencies and their community partners in accordance with the agency's confidentiality policies.

- Will establish and maintain transition procedures, will coordinate with the **Hidalgo County Head Start Program** to ensure the relevant children's record are transferred; will initiate meetings with **Hidalgo County Head Start Program** staff for the next placement to discuss transition progress and abilities of individual children. The process will take into account; the child's health status and developmental level, circumstances, and availability of Head Start.
- Transition planning by **AVANCE, Inc.** will be undertaken for each child and family at least six months prior to the child's third birthday. **AVANCE, Inc.** will allow the child, as appropriate, to remain in Early Head Start, following his or her third birthday, for additional months until he or she can transition into a Head Start, childcare, pre-school, or daycare setting.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between AVANCE, Inc. and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

The Term of this Memorandum of Understanding is for two years and eleven months commencing **August 1, 2018** and ending **June 30, 2021**, unless earlier terminated as provided herein.

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

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **AVANCE, Inc.** and **HCHSP** to provide the children the best services available.

AVANCE, Inc.:

Francesca A. Brown, Regional Director

Date

Hidalgo County Head Start Program

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

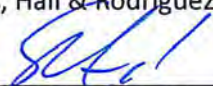
Date

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:

Behavioral Health Solutions

Memorandum of Understanding Between
Hidalgo County Head Start Program
And
Behavioral Health Solutions of South Texas
2018-2021

This written memorandum of understanding will serve as a collaborative agreement between **Hidalgo County Head Start Program (HCHSP)** and the **Behavioral Health Solutions of South Texas / Prevention Resource Center-Region 11 (PRC 11)** in an effort to identify local community and county data resources to facilitate the development of a Regional Needs Assessment which will be available for the agency and the community. Also, this collaboration will help to identify local community, county and regional training needs and resources. The Prevention Resource Center's goals are to establish a central data collection repository for PRC 11; to ensure accessible regional substance abuse and mental health training.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the HCHSP and **Behavioral Health Solutions of South Texas / Prevention Resource Center-Region 11 (PRC 11)** may not be amended except by a written document signed by HCHSP and **Behavioral Health Solutions of South Texas / Prevention Resource Center-Region 11 (PRC 11)**.

Behavioral Health Solutions of South Texas will:

- Develop and provide access to a central data collection repository for the region focused on identifying local, county, and regional data resources.
- Share available data, resources and statistics with community stakeholders.
- Complete a Regional Needs Assessment (RNA) and provide access to final document.
- Offer networking assistance to strengthen prevention efforts in the community.
- Promote the College Survey and assist universities/colleges in participating.
- Facilitate access and coordinate prevention trainings available through Coordinated Training Services for DHS funded providers.

Hidalgo County Head Start Program will:

- Participate in **PRC 11** data collection efforts such as completing surveys and responding to requests for data (alcohol and drug related offenses; violent crime, statistics, prevention efforts, intervention/treatment services, disciplinary offenses, and dropout rates).
- Offer networking assistance to strengthen prevention efforts in our community by attending meetings facilitated by **PRC 11**.
- Provide **PRC 11** Staff with feedback related to gaps in data collection, networking, data sharing, and coordination of training efforts.
- Maintain confidentiality requirements in accordance to Federal Confidentiality rules (42CFR 2). Funding for these services is provided by a grant from the Texas Department of State Health Services and no fees or cost will be incurred by the Hidalgo County Head Start Program.

Termination:

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Term:

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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: **Behavior Health Solution of South Texas/Prevention Resource Center-Region 11 (PRC 11)** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Behavioral Health Solutions of South Texas/Prevention Resource Center-Region 11:

Jose G. Gonzalez, Executive Director

Date

Hidalgo County Head Start Program

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

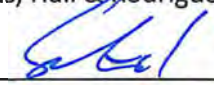
Date

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:

Buckner Children & Family Services

Memorandum of Understanding Between
Hidalgo County Head Start Program
And
Buckner Children & Family Services, Inc.
2018-2021

The **Hidalgo County Head Start Program (HCHSP)** and **Buckner Children & Family Services, Inc. – STAR Program (Buckner Star Program)** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Buckner–STAR Program** may not be amended except by a written document signed by **HCHSP** and **Buckner–STAR Program**.

Buckner–STAR Program provides services to youth, 0 to 17 years of age, and their families in at-risk situations. The **Buckner–STAR Program** is designed to reduce family conflict, help with family support and skills, and prevent the problems of runaway, school attendance issues and delinquent behaviors. **Buckner Star Program** helps youth and families resolve crises, and establish and achieve goals that strengthen and promote healthy families. The services provided to the youth and families include screening/intake, crisis intervention, counseling services, skills-based training, case management, case follow-up and outreach. All services are free of charge to **Hidalgo County Head Start** and the surrounding areas, and provided through home visits, office visits, and schools and community visits.

Buckner–STAR Program agrees:

- To provide skills-based training weekly or as scheduled to qualifying students and their families. These curriculums may be conducted in an individual student setting and will be delivered tailored to the needs of the school. Students will learn skills to help them resolve crises among peers and family, develop their skills to cope with everyday problems and stresses in their lives, and learn self-esteem concepts while developing communication skills and peer pressure refusal skills.

General Responsibility of Buckner–STAR Program:

- Upon the receipt of referral, provide Intake process (which includes meeting with the youth's parents to obtain consent forms).
- Provide staff to conduct case management services.
- Provide program curriculum and supplies, and

Hidalgo County Head Start Program will

- Provide students referrals.
- Provide class/school time for STAR services.
- Provide class/facility space for case management services.
- Maintain the children’s, families’, and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients’ prior written consent and approval.

Collaboration Efforts between Buckner–STAR Program and HCHSP:

- In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

The Term of this Memorandum of Understanding is for two years and eleven months commencing **August 1, 2018** and ending **June 30, 2021**, unless earlier terminated as provided herein.

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: **Buckner Children & Family Services, Inc.–STAR Program** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

[Signature page follows]

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **Buckner Children & Family Services, Inc.–STAR Program** and **HCHSP** to provide the children the best services available.

Buckner Children & Family Services, Inc.–STAR Program:

Monica Salinas, Executive Director

Date

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:

**Communities
Unlimited, Inc.**

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Communities Unlimited, Inc.

2018-2021

The **Hidalgo County Head Start Program (HCHSP)**, a governmental entity under the auspices of **Hidalgo County** and **Communities Unlimited, Inc. (CU)**, a nonprofit community development financial institution, agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **CU** may not be amended except by a written document signed by **HCHSP** and **CU**.

CU will:

1. Authorize **HCHSP** to use the Financial Education Material described without charge.
2. Provide a limited number of Participant and Facilitator Guides through the Certified Financial Coach.
3. Provide **HCHSP** an electronic (PDF) version of the 10 Facilitators and 10 Participant Guides.
4. Grant permission to **HCHSP** to reproduce additional copies of the Participant and Facilitator Guide, as needed, for the **HCHSP** participants.

HCHSP will:

1. Designate a staff member to serve as instructors.
2. Agree to facilitate a short meeting with the instructor and or participants to review what worked or did not work, make suggestions for improving material, and question/discussion relating to program's impact on participants.
3. Agree to limit printing and distribution of copies printed to its clients and or participants in class.
4. Agree to not charge participants for materials or for participation in classes.
5. Agree to direct other entities interested in using the materials to **Communities Unlimited, Inc.**
6. Submit a written report to **CU** each time a group of families completes all of the 10 modules containing the following information:
 - a. The location of the classes (facility name)
 - b. The number of participants completing all 10 modules.
 - c. The number of participants completing some but not all of the modules.
 - d. Pre/Post Assessments data collected by facilitator.

Collaboration Efforts between CU and HCHSP:

1. To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Description of Materials:

CU’s Financial Education materials consists two parts:

- A. A set of 10 Spanish/English Family Resources Guides, each covering a specific financial topic. The program is designed to be used in a group setting led by a teacher/facilitator.
- B. A set of 10 Spanish/English Family Advocate Guides corresponding to each of the Family Resource Guides and designed to help the teacher/facilitator introduce and guide the topic of discussion contained in the corresponding module.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other party and sent by certified mail to:

Ines S. Polonius, Chief Executive Office
 Communities Unlimited, Inc.
 3 East Colt Square Drive
 Fayetteville, AR 72703

Teresa Flores, Executive Director
 Hidalgo County Head Start Program
 P.O. Box 117
 Edinburg, TX. 78540

Term:

The Term of this Memorandum of Understanding is for two years and eleven months commencing **August 1, 2018** and ending **June 30, 2021**, unless earlier terminated as provided herein.

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: **Communities Unlimited, Inc.** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

{Signature page follow}

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **Communities Unlimited, Inc.** and **Hidalgo County Head Start Program** to provide the Head Start families the best services available.
Communities Unlimited, Inc.

Communities Unlimited, Inc.:

Ines S. Polonius, Chief Executive Officer

Date

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:

County of Hidalgo
C.S. Agency

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

County of Hidalgo Community Service Agency

2018-2021

The **Hidalgo County Head Start Program (HCHSP)** and the **County of Hidalgo Community Service Agency** agree to provide information and referrals to its clients regarding services as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **County of Hidalgo Community Service Agency** and may not be amended except by a written document signed by **HCHSP** and **County of Hidalgo Community Service Agency**.

HCHSP will:

To provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit and serve foster children, homeless children and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement and transition services.

- To engage in an ongoing family partnership building and provide social services assistance when needed.
- To provide information and referrals to families regarding services of the **County of Hidalgo Community Service Agency**.
- To designate a **HCHSP** staff member to serve as a liaison to **County of Hidalgo Community Service Agency**.
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as **confidential**. Release of information will take place only with clients' prior written consent and approval.

County of Hidalgo Community Service Agency Agrees:

- To provide information and referrals to its clients regarding services of the **HCHSP**.

Collaboration Efforts between County of Hidalgo Community Service Agency and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- Both parties agree that they will exchange reports describing services rendered between each other on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

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

County of Hidalgo Community Service Agency

Jaime Longoria, Executive Director

Date

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:

Doctor's Hospital at Renaissance

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Doctor's Hospital at Renaissance, Ltd.

2018-2021

Doctor's Hospital at Renaissance, Ltd. ("Doctor's Hospital at Renaissance") and Hidalgo County Head Start Program agree to collaborate in the services of eye exams program. The program provides community-based, services for children. The mobile clinic is designed to promote stronger families, encourage healthier life styles and facilitate the provision of services, referral and follow-up in relation to vision screen performed for Head Start children.

Doctor's Hospital at Renaissance, Ltd. commitment to this collaboration will consist of the following:

1. **Doctor's Hospital at Renaissance, Ltd.** will coordinate services with the designated **Hidalgo County Head Start Program** personnel. Services will be rendered according to the agreed upon schedule and a protocol for referring participants will be developed.
2. All referrals to the Intervention Specialist will be attained through the designated **Hidalgo County Head Start Program** representative.
3. **Doctor's Hospital at Renaissance, Ltd.** and **Hidalgo County Head Start Program** will cooperate fully to make it possible for individuals to receive services, as detailed below:
 - Provide Mobile Vision Clinic services, thus easing parent's concern of how to get children to an appointment.
 - Mobile clinic will be fully equipped with two eye exam lanes.
 - Provide comprehensive eye exam by Optometrist, Dr. Guadalupe Flores, O.D., along with written result of exam.
 - Provide certified trained technicians to assist the Optometrist.
 - Provide services to all patients regardless of their ability to pay.
 - Will not collect any payment in advance of services rendered.
 - Will allow parents to arrange payment plan for exam based on their ability to pay.
 - Will provide written prescriptions for glasses for center staff to give to parents at the end of visit.
 - Prescription can be taken to any Optical to purchase glasses.
 - Will provide low cost prescription eye glasses for all patients.

- Will provide a waiting room equipped with television for children to watch age appropriate movie while children wait.

4. Hidalgo County Head Start Program staff will maintain confidentiality requirements in accordance to Federal Confidentiality rules (42CFR2) as well as State of Texas confidentiality rules.

Insurance:

At all times during the term of this Memorandum of Understanding (MOU), **Doctor’s Hospital at Renaissance, Ltd.** shall maintain in place a commercial general liability insurance policy insuring its property against bodily injury and property damage claims brought in connection with this MOU. **Doctor’s Hospital at Renaissance, Ltd.** agrees to carry insurance in the amounts shown below:

- Workers Compensation Insurance with statutory limits, and Employer’s Liability Insurance with limits of not less than \$1,000,000:

Employers Liability - Each Accident	\$1,000,000
Employers Liability - Each Employee	\$1,000,000
Employers Liability - Policy Limit	\$1,000,000
- Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 100,000
Personal & Advertising Injury	\$1,000,000
- Professional Liability Insurance with limits of not less than:

Each Occurrence Limit	\$1,000,000
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Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage.

Indemnification:

Doctor’s Hospital at Renaissance, Ltd. will and does hereby agree to indemnify, protect, defend with counsel approved by Head Start, and hold harmless **Head Start and Hidalgo County**, and their respective elected officials, officers, directors, attorneys, employees, representatives and agents (collectively “**Indemnitees**”) from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing (collectively “**Claims**”) by any person or entity, arising out of, caused by, or resulting from **Doctor’s Hospital at Renaissance, Ltd.** performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **Doctor’s Hospital at Renaissance, Ltd.** employees, anyone directly employed by the **Doctor’s Hospital at Renaissance, Ltd.** or anyone for whose acts of the **Doctor’s Hospital at Renaissance, Ltd.** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

Termination:

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Term:

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Governing Law:

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Consideration:

This Agreement is being made in consideration of the following: **Doctor’s Hospital at Renaissance, Ltd.** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **Doctors Hospital at Renaissance, Ltd.** and **HCHSP** to provide the children the best services available.

Doctors Hospital at Renaissance, Ltd.

Susan Turley, President

Date

Hidalgo County Head Start Program

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

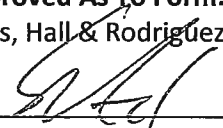
Date

Date

ATTEST:

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Hidalgo County Clerk

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By: _____
Ricardo González

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

Easter Seals of the RGV

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Easter Seals of the Rio Grande Valley/Early Childhood Intervention Program

2018-2021

The **Hidalgo County Head Start Program (HCHSP)** and **Easter Seals of the Rio Grande Valley** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **HCHSP** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Easter Seals of the Rio Grande Valley**, may not be amended except by a written document signed by **HCHSP** and **Easter Seals of the Rio Grande Valley**.

Easter Seals of the Rio Grande Valley will:

- Provide services for infants and toddlers and their families to encourage trust and emotional security, provide a variety of sensory and motor experiences, support physical, social and emotional development, encourage the development of self-awareness and autonomy, and support emerging communication skills.
- Provide service coordination services for all eligible children and maintain documentation of these activities. The Social Service Specialist is responsible for coordinating all services within the program and across agency lines, as well as being available to parents.
- Make decisions regarding what services will be provided, which includes type, frequency, intensity, location, name of services provider, and method of delivery made through a collaborative Individual Family Service Plan (IFSP) process between parents and other team members. Services are jointly coordinated with other services providers involved in delivery of services to the child and family.
- To assist with transition into other appropriate programs and services when the child turns three. As early as ninety (90) days prior to the child's third birthday and with family approval, a face-to-face conference must be convened with the family, the Early Childhood Intervention (ECI) program staff and staff from the next future setting, to review the child's program options and transition plan. The child must be referred to **HCHSP** as described in the Individual Family Service Plan (IFSP) and agreed upon by the parents. With parental consent assessment information may accompany the referral.
- Participate in and support efforts for a smooth transition when entering Head Start programs as well as for children who, at age three, will need to be considered for services for the preschool age. To avoid duplication of effort, the **Easter Seals of the Rio Grande Valley** will coordinate, to the extent possible with families and the Head Start program to support the cooperation and the sharing of information among agencies and their community partners in accordance with the agency's confidentiality policies.

- Will establish and maintain transition procedures, will coordinate with the HCHSP to ensure the relevant children's record are transferred; will initiate meetings with HCHSP staff for the next placement to discuss transition progress and abilities of individual children. The process will take into account; the child's health status and developmental level, circumstances, and availability of Head Start.
- Transition planning by **Easter Seals of the Rio Grande Valley** will be undertaken for each child and family at least six months prior to the child's third birthday. **Easter Seals of the Rio Grande Valley** will allow the child, as appropriate, to remain in Early Head Start, following his or her third birthday, for additional months until he or she can transition into a Head Start, childcare, pre-school, or daycare setting.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as **confidential**. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Easter Seals of the Rio Grande Valley and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

The Term of this Memorandum of Understanding is for two years and eleven months commencing **August 1, 2018** and ending **June 30, 2021**, unless earlier terminated as provided herein.

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: **Easter Seals of the Rio Grande Valley and Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **Easter Seals of the Rio Grande Valley** and **HCHSP** to provide the children the best services available.

Easter Seals of the Rio Grande Valley:

Patricia Rosenlund, ECI Director

Date

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:

**Hidalgo County
Housing Authority**

Memorandum of Understanding Between
Hidalgo County Head Start Program
And
Hidalgo County Housing Authority
2018-2021

The **Hidalgo County Head Start Program (HCHSP)** and **Hidalgo County Housing Authority** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP and Hidalgo County Housing Authority** may not be amended except by a written document signed by **HCHSP and Hidalgo County Housing Authority**.

Hidalgo County Housing Authority will:

- Provide housing need to families as funding is available and in accordance with H.U.D. and USDA requirements.
- Provide housing for homeless as funding is available and in accordance with H.U.D. and USDA requirements.
- Provide information and referrals to clients regarding services of the **HCHSP**.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Provide information and referrals to families regarding services of the Hidalgo County Housing Authority.
- Designate a Hidalgo County Head Start staff member to serve as a liaison to the Hidalgo County Housing Authority.
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Hidalgo County Housing Authority and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

The Term of this Memorandum of Understanding is for two years and eleven months (2.11) years commencing **August 1, 2018** and ending **June 30, 2021**, unless earlier terminated as provided herein.

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

Signature page follows

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **AVANCE, Inc.** and **HCHSP** to provide the children the best services available.

Hidalgo County Housing Authority:

Eloy Avila, Board Chairman

Date

Hidalgo County Head Start Program

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program


Date

Date

ATTEST:

By: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodríguez, 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:

Hidalgo County WIC Program

Memorandum of Understanding Between
Hidalgo County Head Start Program
And
Hidalgo County WIC Program
2018-2021

The **Hidalgo County Head Start Program (HCHSP)** and **Hidalgo County WIC Program** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Hidalgo County WIC Program** may not be amended except by a written document signed by **HCHSP** and **Hidalgo County WIC Program**.

Hidalgo County WIC Program will:

- Provide Nutrition Education: Individual or Group Sessions.
- Provide Breastfeeding Support.
- Provide information and referrals to clients regarding services of the **HCHSP**.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Provide information and referrals to families regarding services of the Hidalgo County WIC Program.
- Designate a Hidalgo County Head Start staff member to serve as a liaison to the Hidalgo County WIC Program.

- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Hidalgo County WIC Program and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

The Term of this Memorandum of Understanding is for two years and eleven months commencing **August 1, 2018** and ending **June 30, 2021**, unless earlier terminated as provided herein.

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

Signature page follows

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **Hidalgo County WIC Program** and **HCHSP** to provide the children the best services available.

Hidalgo County WIC Program:

Clarissa Ramirez, Director

Date

Hidalgo County Head Start Program

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

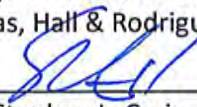
Date

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:

Hope Family Health Center

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Hope Family Health Center

2018-2021

The **Hidalgo County Head Start Program (HCHSP)** and **Hope Family Health Center** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Hope Family Health Center** may not be amended except by a written document signed by **HCHSP** and **Hope Family Health Center**.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantaged children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Hope Family Health Center will:

- To provide mental health services to children and families with no financial means or health insurance.
- To help parents seek assistance in meeting their children's emotional needs.
- To teach parents how to advocate for children's mental health services.
- Provide information and referrals to clients regarding services of the **Hidalgo County Head Start Program**.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

The Term of this Memorandum of Understanding is for two years and eleven months commencing **August 1, 2018** and ending **June 30, 2021**, unless earlier terminated as provided herein.

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: **Hope Family Health Center** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **Hope Family Health Center** and **HCHSP** to provide the children the best services available.

Hope Family Health Center:

Rebecca Ramirez Stocker, Executive Director

Date

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:

Partners Resource Network

Memorandum of Understanding Between Hidalgo County Head Start Program

And

Partners Resource Network, Inc./TEAM PROJECT

2018-2021

The **Hidalgo County Head Start Program (HCHSP)** and **Partners Resource Network, Inc.** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Partners Resource Network, Inc.**, may not be amended except by a written document signed by **HCHSP** and **Partners Resource Network, Inc.**

Partners Resource Network, Inc. will:

- Provide training to Hidalgo County Head Start Staff on Special Education Process, Individual Education Plan (IEP), Transition Plan Positive Interventions, Bullying, and Attention Deficit Hyperactivity Disorder (ADHD).
- Provide families with access to free regular monthly trainings scheduled through-out the valley covering the topics mentioned above.
- Offer free bilingual services to the families of said agency on: (1) Preparing for an Admissions, Review and Dismissal (ARD) meeting, (2) Individualized Education Plan (IEP), (3) Behavior Intervention Plan (BIP) meetings, and (4) The importance of documentation.
- Provide information and referral to families of Hidalgo County Head Start Program.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Partners Resource Network, Inc. and HCHSP:

- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

The Term of this Memorandum of Understanding is for two years and eleven months commencing **August 1, 2018** and ending **June 30, 2021**, unless earlier terminated as provided herein.

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: **Partners Resource Network, Inc.** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Signature page follows

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **Partners Resource Network, Inc.** and **HCHSP** to provide the children the best services available.

Partners Resource Network, Inc.:

Maria Cordero, TEAM Regional Coordinator

Date

Hidalgo County Head Start Program

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

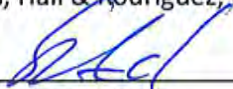
Date

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:

Region One Child Find

Memorandum of Understanding Between Hidalgo County Head Start Program

And

Region One Education Service Center/Child Find-Child Serve
2018-2021

The **Hidalgo County Head Start Program (HCHSP)** and **Region One Education Service Center (Region One ESC)** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the Hidalgo County Head Start Program to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Region One ESC**, may not be amended except by a written document signed by **HCHSP** and **Region One ESC**.

Region One ESC will:

1. Provide printed materials, such as posters, will be printed at a cost to the **Region One ESC** Special Education Program. Brochures will be available for download on Region One ESC website.
2. Provide and maintain a 1-800 toll number for the purpose of receiving referrals.
3. Maintain a data base that will reflect all referrals made to the ESC related to Child Find.
4. Provide assistance to the Head Start Program in developing written procedures for a comprehensive system of Child Find.
5. Maintain a log of all presentations made in relation to Child Find activities in the Head Start Program. Upon request, this log will be shared with the HCHSP as to where a presentation was held.
6. Disseminate Child Find materials and information to the **HCHSP**, appropriate agencies, medical facilities, day care centers, nursing homes and other residential facilities.
7. Conduct online meetings/webinar as needed with representatives from Local Education Agency's (LEA), Head Start, and **Early Childhood Intervention (ECI) Program**, to meet for training and discussions on Child Find activities for the Region One area, and promote collaboration between all agencies providing services for children birth to 21 years.
8. Relay all referrals received by the **Region One ESC** Child Find component to the appropriate districts in a timely manner.

Hidalgo County Head Start Program will:

1. Engage in Child Find activities within **Region One ESC** and the Local Education Agency boundaries.

2. Receive referrals and process as described for possible enrollment in **Hidalgo County Head Start Program**.
3. Develop a system to place students in a Head Start Center, once the referral is received.
4. Coordinate and collaborate with **Region One ECI** for the purpose of insuring a smooth transition of students from the intervention program into the **Hidalgo County Head Start Program**.
5. Coordinate and maintain Memorandum of Understanding (MOU) with **ECI** Programs for the purpose of insuring the provision of services for those referrals, which relate to children 0-2 years of age for future infant and toddler Early Head Start.
6. Maintain telephone logs and /or written documentation that demonstrate follow up between the **ECI Program and Head Start /or Region One ESC** and the person making the initial referral.
7. Maintain a log of all local efforts in relation to Child Find activities.
8. Maintain documentation of all coordinated Child Find/Child Serve efforts between the **HCHSP** and the **Region One ESC**.
9. Disseminate printed materials, make presentations, and provide any additional information to interested parties, public or private, within **Hidalgo County Head Start Program**.
10. Continue to actively participate in the Child Find meetings by selecting a District Child Find contact person/representative and allowing them to attend the Child Find online meetings.
11. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
12. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Region One ESC and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

The Term of this Memorandum of Understanding is for two years and eleven months commencing **August 1, 2018** and ending **June 30, 2021**, unless earlier terminated as provided herein.

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

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **Region One Education Service Center** and **HCHSP** to provide the children the best services available.

Region One Education Service Center:

Dr. Cornelio Gonzalez, Executive Director

Date

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:

Region One

ECI

Memorandum of Understanding Between Hidalgo County Head Start Program

And

Region One Education Service Center/Early Childhood Intervention Program

2018-2021

The **Hidalgo County Head Start Program (HCHSP)** and **Region One Education Service Center (Region One ESC)** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP and Region One ESC**, may not be amended except by a written document signed by **HCHSP and Region One ESC**.

Region One ESC will:

- Provide services for infants and toddlers and their families to encourage trust and emotional security, provide a variety of sensory and motor experiences, support physical, social and emotional development, encourage the development of self-awareness and autonomy, and support emerging communication skills.
- Provide service coordination services for all eligible children and maintain documentation of these activities. The Social Service Specialist is responsible for coordinating all services within the program and across agency lines, as well as being available to parents.
- Make decisions regarding what services will be provided, which includes type, frequency, intensity, location, name of services provider, and method of delivery made through a collaborative Individualized Family Service Plan (IFSP) process between parents and other team members. Services are jointly coordinated with other services providers involved in delivery of services to the child and family.
- To assist with transition into other appropriate programs and services when the child turns three. As early as ninety (90) days prior to the child's third birthday and with family approval, a face-to-face conference must be convened with the family, the **Region One ESC** staff and staff from the next future setting, to review the child's program options and transition plan. The child must be referred to HCHSP as described in the Individual Family Service Plan (IFSP) and agreed upon by the parents. With parental consent assessment information may accompany the referral.
- Participate in and support efforts for a smooth transition when entering Head Start programs as well as for children who, at age three, will need to be considered for services for the preschool age. To avoid duplication of effort, the **Region One ESC** will coordinate, to the extent possible with families and the HCHSP to support the cooperation and the sharing of information among agencies and their community partners in accordance with the agency's confidentiality policies.

- Will establish and maintain transition procedures, and coordinate with the Hidalgo County Head Start Program to ensure the relevant children's record are transferred; will initiate meetings with **Hidalgo County Head Start** staff for the next placement to discuss transition progress and abilities of individual children. The process will take into account; the child's health status and developmental level, circumstances, and availability of Head Start.
- Transition planning by **Region One ESC** will be undertaken for each child and family at least six months prior to the child's third birthday. **Region One ESC** will allow the child, as appropriate, to remain in Early Childhood Intervention Program, following his or her third birthday, for additional months until he or she can transition into a Head Start, childcare, pre-school, or daycare setting.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Region One ESC and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

The Term of this Memorandum of Understanding is for two years and eleven months years commencing **August 1, 2018** and ending **June 30, 2021**, unless earlier terminated as provided herein.

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

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **Region One ESC** and **HCHSP** to provide the children the best services available.

Region One ESC

Norma Jean Cano, Region One ESC, Program Director

Date

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:

South Texas College

Memorandum of Understanding Between
Hidalgo County Head Start Program
And
South Texas College
2018-2021

The **Hidalgo County Head Start Program (HCHSP)** and **South Texas College (STC)**, an institution of the Commission on Colleges of the Southern Association of Colleges and Schools (SACS), hereinafter referred to as "STC", agree to provide General Educational Development (GED) testing services to eligible students participating in any alternative educational program for which the GED certificate is awarded as a secondary educational credential.

The terms and conditions set forth in the following document shall constitute the entire agreement between the **HCHSP and STC** may not be amended except by a written document signed by **HCHSP and STC**.

STC will:

- Provide testing services in the five subject areas of writing, mathematics, literature, social studies, and natural science.
- Provide a facility with appropriate environment for the administration of the GED examinations by qualified staff: South Texas College
GED Testing Center
3201 W. Pecan Blvd., K2-100
McAllen, TX. 78501
- Maintain all testing records as permanent archives.
- Forward all test booklets to the University of Texas /Austin for official scoring.
- Provide, on a fee basis, individual student transcripts.
- Invoice **HCHSP** on a monthly basis for all fees applicable for each referral.
- Provide an official list of students (At least 7 days prior to the designated testing date) who will be taking the GED test(s) and the test sections for each student. Note: Only students who are on the official list will be permitted to test; walk-ins will not be tested.
- Ensure each student presents complete identification documentation to the testing center at the time of testing. Documentation should include: Texas photo I.D. (driver's license, or DPS I.D. card). Failure to comply will result in test denials.
- Require that the following terms and conditions be met for the administration of the GED examination for student referrals:
 1. The ultimate responsibility for the students' readiness to take the GED examination rests with the **HCHSP**.
 2. Limitations may apply on the number of referrals that may test at a given time so that ample space is available for all examinees.

Hidalgo County Head Start Program will:

- Refer current **Hidalgo County Head Start Program** parents who qualify to test.
- Be responsible for all testing fees of student referred by **HCHSP**.
- Adhere to the **STC GED Testing Fee Schedule**.

Fees: Unless otherwise notified, the following fees are in force:

- \$15.00 GED Certificate fee (non-refundable-payable to TEA)
- \$10.00 GED Scoring fee (non-refundable-payable to UT Austin Scoring Center)
- \$15.00 GED Processing fee (non-refundable, payable to STC)
- \$10.00 American Council on Education Testing Service fee (one-time, non-refundable fee)
- \$13.00 per test; \$10.00 per re-take test

*A \$10.00 re-processing fee will be assessed for absentee registrants.
Other fees as may be deemed appropriate and reasonable.*

Collaboration Efforts between STC and HCHSP:

- Designated a liaison or primary contact between the **HCHSP** and the **STC GED Testing Center**.
- Frequent communication between the GED Chief Examiner and the **HCHSP** liaison to prevent or avert any potential problems or situations not conducive to test taking.
- Referrals will be expected to comport themselves in a courteous and respectful manner at all times during the testing periods; unruly or disruptive behavior will not be tolerated.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

The Term of this Memorandum of Understanding is for two years and eleven months commencing **August 1, 2018** and ending **June 30, 2021**, unless earlier terminated as provided herein.

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.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **South Texas College** and **HCHSP** to provide the children the best services available.

South Texas College:

Dr. Shirley Reed, President

Date

Mary E. Torres-Herrera, GED Chief Examiner

Date

Hidalgo County Head Start Program

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

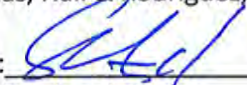
Date

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:

Texas A&M
Agri-Life

Memorandum of Understanding Between
Hidalgo County Head Start Program
And
Texas A&M/AgriLife Extension
2018-2021

The **Hidalgo County Head Start Program (HCHSP)** and **Texas A&M (Texas A&M AgriLife Extension)** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Texas A&M** may not be amended except by a written document signed by **HCHSP** and **Texas A&M**.

Texas A&M "Texas A&M AgriLife Extension" will:

- Provide Nutrition Education: Individual, Group Sessions, and Basic Food Preparation Classes.
- Provide the HCHSP Child Nutrition Department assistance in reviewing annual written procedures (Program Plan, Procedure Manual, Cycle Menus) by acting as an advisory board member as required by Head Start Program Performance Standards.
- Provide information and referrals to its clients regarding services of the **HCHSP**.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Designate a Hidalgo County Head Start staff member to serve as a liaison to the **Texas A&M (Texas A&M AgriLife Extension)**.
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Texas A&M AgriLife Extension and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

The Term of this Memorandum of Understanding is for two years and eleven months commencing **August 1, 2018** and ending **June 30, 2021**, unless earlier terminated as provided herein.

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

Signature page follows

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both Texas A&M Agrilife Extension and HCHSP to provide the best services available.

Texas A&M Agrilife Extension:

Andrea Valdez, BS, MPH

Date

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: 

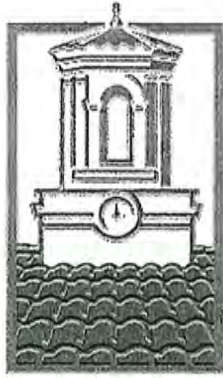
Stephen L. Crain

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

By: _____
Ricardo González

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

**Texas A&M
Kingsville**



TEXAS A&M UNIVERSITY KINGSVILLE

SOCIAL WORK PROGRAM AGENCY AFFILIATION AGREEMENT

This **AGREEMENT** made this _____ day of _____, 2018, by and between Hidalgo County Head Start Program (hereafter referred to as the “Agency”) and the Texas A&M University-Kingsville Social Work Program (hereafter referred to as the “University”).

WITNESS

WHEREAS the administration of the University has established a professional training program for qualified students preparing them to become professional social workers.

WHEREAS the social work program requires field experiences, called a practicum or an internship, where students can obtain social work practice experience as part of their University approved curriculum.

WHEREAS the Agency recognizes the need for providing the community with an adequate pool of professional and licensed social workers.

WHEREAS the Agency will benefit from making facilities available to social work students of the University, the Agency will benefit from the social work student’s learning experience while contributing to the educational preparation of a future supply of social workers.

WHEREAS the contracting parties desire a cooperative relationship to furnish a field experience for students enrolled in the University’s social work program.

NOW THEREFORE it is mutually agreed by and between said parties, as follows:

1. The Agency shall accept social work students of the University for field experiences.
2. The Agency will make opportunities available for social work students to observe and practice social work in the client service areas and other areas of the various departments of the Agency.
3. The Agency agrees that social work students may be identified or titled as either a "Social Work Student" or a "Social Work Intern".
4. The University shall plan field experience hours, days, and places of assignment of students in cooperation with the designated Field Instructor at the Agency.
5. It is the intent of all parties to comply with the applicable requirements regarding confidentiality of clients. Students are required to follow any and all agency policies regarding confidentiality of clients. Although cases may be processed within the confines of the field experience class held at the University, no identifying information may be released regarding any client. Additionally, the University shall advise students of the importance of complying with all relevant state and federal confidentiality laws including HIPAA.
6. The students are subject to training/hiring requirements of the Agency and will attend any such training if required as a course of orientation to the Agency. In addition, students are subject to such procedures as drug testing, background checks, TB test, etc., if it is requirement of the Agency as part of their hiring process.
7. The University will provide proof of malpractice insurance (i.e., a 1,000,000/3,000,000 policy) for each student prior to any student entering any field experience placement via the Social Work Field Education Coordinator as well as maintaining that insurance throughout the entirety of the student's field experience.
8. The Agency or employees of the Agency agree that, within and to the limits of its comprehensive liability insurance coverage, it will indemnify and hold harmless the University, its agents and employees, and students from any and all liabilities, damage, expense, cause of action, suits, claims, or judgments arising from injury to person or personal property or otherwise which arises out of act, failure to act, or negligence of the Agency, its agents and employees in connection with or arising out of the activity which is the subject of this Agreement.
9. The Agency reserves the right to refuse participation of a "Social Work Intern" if they are non-compliant with the required criminal history background check, Head Start Personnel Policies & Procedures, Hidalgo County Civil Service Commission Rules, Head Start Program Standards, Texas Department of Family and Protective Services – Child Care Licensing Rules and Regulations or being non-compliant with meeting the requirements of the Texas A&M University-Kingsville Social Work Program.

IT IS FURTHER AGREED THAT:

1. Agency Responsibilities Include:

- a. The agency must value the professional social work student as evidenced by active participation in the student's learning contract and field experiences.
- b. Provide the student with an initial orientation to the agency at the beginning of the field placement.
- c. Arrange for the Field Instructor to have regular supervision time with the student, at least one hour per week.
- d. Allow adequate time for a minimum of three visits by the Social Work Field Education Coordinator during the semester.
- e. The Agency must allow time for the Field Instructor to attend Field Instructor meetings and trainings which are directly related to the assurance of ongoing quality of the field education experience, and to ensure consistency with the Social Work Program mission, goals, and program competencies.
- f. Both the Agency and the Field Instructor must be committed to making a fair and accurate assessment and evaluation of the student's progress and achievements as related to the learning contract and the development of professional competencies and practice behaviors.
- g. The Field Instructor must be committed to completing required paperwork within the required time frames (i.e., learning contracts and mid-term and final evaluations, etc.).
- h. Keeping confidential from third parties all student "education records," as defined by the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1232g ("FERPA"), in its possession. The Agency further agrees that disclosure of student education records will only be made in accordance with the provisions of FERPA. The obligations of this paragraph shall survive the expiration of termination of this Agreement.

2. Student Responsibilities Include:

- a. Be at work (i.e., their assigned field experience site) during the assigned work hours.
- b. Telephone the Field Instructor when an absence or tardiness is unavoidable.
- c. Be prepared to make up any time missed.
- d. Be aware that work assignments must be completed within the established time frames.
- e. Be prepared to complete a minimum of 400 required hours (200 hours each semester).
- f. Be familiar with policies which govern employees within the Agency and comply with said policies.
- g. Accept responsibility for all necessary documentation (i.e., time sheets, travel logs, case documentation, required Agency documents, required University documents, etc.).
- h. Comply with all rules of confidentiality, both formally written and informally understood within the standards of ethical practice.
- i. Dress professionally and appropriately for the field experience.
- j. Take responsibility for personal learning experiences (i.e., use Field Instructor's supervision time wisely, comply with time requirements for documentation of the learning contract, etc.) and actively initiate learning experiences without waiting for Agency staff to provide all learning needs.

- k. Students must wear photographic identification badge at all times while on the **Agency** premises.
 - l. Comply with Agency policy and procedures.
 - m. Students will have a tuberculosis skin test and if positive a chest X-ray.
 - n. Complete all assignments listed in the field experience syllabus.
 - o. Comply with the standards explicitly stated in the student termination policy, as stated in the Social Work Program Student Handbook and the Social Work Program Field Education Handbook.
2. University Responsibilities Include:
- a. Be at work during the assigned work hours to respond to Agency communications.
 - b. Visitation to field placement sites a minimum of three (3) times during the semester, including, but not limited to: initial visit to confirm the learning contract; a mid-term evaluation visit; and a final evaluation visit prior to the end of the semester.
 - c. The Social Work Field Education Coordinator, the Social Work Program Director, and additional faculty as indicated will be available to Field Instructors for consultation.
 - d. Consultation with students on a regularly scheduled basis in order to assess the student's progress and to evaluate the continued appropriateness of the learning contract.
 - e. The Social Work Field Education Coordinator, in consultation with the Social Work Program Director, will investigate student-agency complaints and grievances. Once initiated, investigations are to be completed and resolved in a timely manner based on the limited time frame for completion of the required 400 hours (200 per semester).
 - f. The Social Work Field Education Coordinator will serve as the student's primary advocate during the field practicum experience.
 - g. The Social Work Program faculty and Field Instructors will assist field practicum students in preparing for employment and/or advanced training.
 - h. Develop and maintain ongoing training/continuing education of Field Instructors.
 - i. Provide the Agency with a master course syllabus for the supervised student that clearly delineates the responsibilities of the **University** and **Agency**.
 - j. Complete and fulfill the documentation for the University participants with the assistance of both Human Resources Departments.
 - k. Follow University requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care licensing Minimum Standards.
 - l. University will provide **Agency** with written confirmation of criminal background on its students enrolled in this Program as required by the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
 - m. **University** and its students recognize that they are not subject to coverage by the **Agency's** Worker's Compensation Program.

Term:

This **AFFILIATION AGREEMENT** is in effect commencing on August 1, 2018 and ending on June 30, 2021, unless earlier terminated as provided herein.

Termination:

Either party may cancel this Agreement only after written notice to the other party of that intent. Written notice to cancel this Agreement shall be made not less than thirty (30) days prior to the beginning of the next academic semester. In no event may cancellation take effect until the end of the current academic semester. Written notice of non-renewal or cancellation of the Agreement should be addressed to:

Maria A. Iyescas, M.S.S.W., LMSW, BSW Social Work Field Education Director
Texas A&M University-Kingsville
Social Work Program
700 University Blvd., MSC 177
Kingsville, Texas 78363

Governing Law:

This **AFFILIATION AGREEMENT** will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This **AFFILIATION AGREEMENT** is being made in consideration of the following: **TEXAS A&M UNIVERSITY-KINGSVILLE** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

{Signature page to follow}

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their respective authorized officers as of the day, month, and year as stated in the first paragraph of this Agreement.

TEXAS A&M UNIVERSITY-KINGSVILLE:

Dr. Dolores Guerrero
Dean, College of Arts and Science

Date

So 'Nia L. Gilkey, Ph. D., LCSW
Director, Social Work Program

Date

Maria A. Iyescas, M.S.S.W., LMSW
BSW Social Work Field Education Director

Date

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:

Texas Attorney General

Memorandum of Understanding Between
Hidalgo County Head Start Program
And
Texas Attorney General
2018-2021

The **Hidalgo County Head Start Program (HCHSP)** and **Texas Attorney General** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Texas Attorney General** may not be amended except by a written document signed by **HCHSP** and **Texas Attorney General**.

Texas Attorney General agrees:

- To educate parents on the child support services the agency offers.
- To assist parents in obtaining financial support for their children.
- To inform parents of their rights and responsibilities when applying for services.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Texas Attorney General and HCHSP:

- In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

The Term of this Memorandum of Understanding is for two years and eleven months commencing **August 1, 2018** and ending **June 30, 2021**, unless earlier terminated as provided herein.

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

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **Texas Attorney General** and **HCHSP** to provide the children the best services available.

Texas Attorney General:

Guadalupe Leal, Regional Outreach Coordinator

Date

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:

Tropical Texas Behavioral

**MEMORANDUM OF AGREEMENT
BETWEEN
TROPICAL TEXAS BEHAVIORAL HEALTH
AND
Hidalgo County Head Start**

THIS MEMORANDUM OF AGREEMENT (this Memorandum) is entered into by **Tropical Texas Behavioral Health** (TTBH), a community center organized under the provisions of the Texas Health & Safety Code, Chapter 534, and a governmental unit of the State of Texas, and the **Hidalgo County Head Start** (District) whose address is 1901 W State Hwy 107, McAllen, TX 78504, 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 District agree as follows:

**I.
District Obligations**

Services.

- a. Identify and refer to TTBH students in need of screening and assessment for behavioral health 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 District.
- c. Collaborate with the TTBH's 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 behavioral health conditions.

Confidentiality. District 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.

District 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. District 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. District 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 District, access to campuses for the purpose of conducting intake screenings and assessment of referrals by the District.
- 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 District 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 District students and families who have been identified as being in need of these services, as capacity permits.
- f. TTBH agrees to provide to the District the names, social security numbers and dates of birth of any employee of TTBH that will be provided access to District campuses and contact with students. This information shall be used for the sole purpose of conducting a criminal record check of the TTBH employee as provided by District policy CH (Legal) and Sec. 22.083 of the Texas Education Code. Alternatively, TTBH may provide proof or certification, satisfactory to the District, of a criminal record check of the TTBH employee that was conducted within the preceding twelve (12) month period. The District at its sole discretion shall determine if the TTBH employee clears the criminal record check.
- g. Any access to student(s) of District shall be at times scheduled by TTBH and the lead counselor at each school campus of District. Access to a student must be accompanied by written parental permission delivered to the lead counselor at each campus of District if a student is a minor.

III. Insurance

District agrees to maintain at its sole cost and expense a comprehensive, general liability insurance policy and an error and omissions policy of insurance that covers District 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. District 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 a comprehensive, general liability insurance policy and an error and omissions policy of insurance that covers 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. TTBH will furnish copies of said insurance policies and a certificate of insurance to District 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. Miscellaneous

Term. This Memorandum of Agreement will be effective on 09/01/2018 with an expiration on 08/31/2019 and will thereafter renew automatically on an annual basis unless otherwise terminated as provided herein. This memorandum of agreement is subject to appropriated funds. In the event funds are not appropriated this memorandum of agreement will be terminated immediately.

Amendments. This Memorandum of Agreement may only be amended by written agreement between District 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 District 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:

DISTRICT

Teresa Flores
Executive Director
1901 W State Hwy 107
McAllen, TX 78504

TTBH

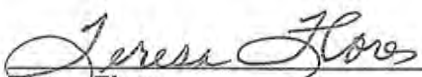
W. Terry Crocker
Chief Executive Officer
P. O. Drawer 1108
Edinburg, TX 78540

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.

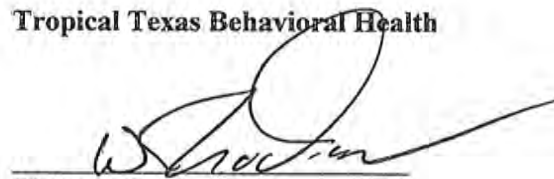
Other Agreements. TTBH and District agree that this Memorandum of Agreement shall not constitute a modification, amendment, waiver or change of any of the terms of any prior agreements between these parties.

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

Hidalgo County Head Start


Teresa Flores
Executive Director
Date: 4/30/18

Tropical Texas Behavioral Health


W. Terry Crocker
Chief Executive Officer
Date: 4/20/18

**BUSINESS ASSOCIATE
PROTECTED HEALTH INFORMATION DISCLOSURE AGREEMENT**

This Business Associate Protected Health Information Disclosure Agreement is entered into effective as of 09/01/2018, by and between **Tropical Texas Behavioral Health (TTBH)**, a community center under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended, and Hidalgo County Head Start (Business Associate).

RECITALS

- A. WHEREAS, Business Associate provides services to TTBH, and Business Associate receives, has access to, or creates Protected Health Information in order to provide those services in the United States;
- B. WHEREAS, TTBH is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information (Privacy Regulations) and the Security Standards for Electronic Protected Health Information (Security Regulations) at 45 Code of Federal Regulations Parts 160, 162, and 164 (together, the "Privacy and Security Regulations");
- C. WHEREAS, the Privacy and Security Regulations require TTBH to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the Disclosure to or Use of Protected Health Information by Business Associate if such a contract is not in place.
- D. WHEREAS, Business Associate acknowledges that effective January 1, 2010, as a Business Associate, it is responsible to comply with the HIPAA Security and Privacy regulations pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), including, but not limited to, Sections 164.308, 164.310, 164.312 and 164.316 of title 45 of the Code of Federal Regulations.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

- 1.1 Breach shall mean the unauthorized acquisition, access, use, or disclosure of unsecured Protected Health Information or PHI which compromises the security or privacy of such information, except where an authorized person to whom such information is disclosed would not reasonably have been able to retain such information.
- 1.2 Disclose and Disclosure means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.3 Electronic Media means:

- (a) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
 - (b) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, electronic mail/e-mail, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.4 Electronic Protected Health Information or E-PHI means Protected Health Information that is transmitted or maintained in electronic media.
- 1.5 HITECH shall mean the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act, and any amendments, regulations, rules and guidance issued thereto and the relevant dates for compliance.
- 1.6 Information System means an interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people.
- 1.7 Protected Health Information or PHI means information that (i) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (ii) identifies the individual, or for which there is a reasonable basis for believing that the information can be used to identify the individual; and (iii) is received by Business Associate from or on behalf of TTBH, or is created by Business Associate, or is made accessible to Business Associate by TTBH. Protected Health Information includes Electronic Protected Health Information.
- 1.8 Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information.
- 1.9 Unsecured PHI shall mean PHI not secured through the use of a technology or methodology specified in guidance by the Secretary that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals.
- 1.10 Use or Uses mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.11 Data must reside in the United States.

Business Associate shall not “offshore” or use, disclose, create, receive, transmit or maintain confidential information out of the United States.

ARTICLE II OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall use and disclose Protected Health Information as necessary or appropriate to perform the services, as provided in Article II of this Agreement, and shall not use or disclose Protected Health Information other than as permitted or by law;
- (b) shall disclose Protected Health Information to TTBH upon request;
- (c) shall not “offshore” or use, disclose, create, receive, transmit or maintain confidential information out of the United States.
- (d) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) use Protected Health Information; and
 - (ii) disclose Protected Health Information if (a) the disclosure is required by law, or (b) Business Associate obtains reasonable assurance from the person to whom the information is disclosed that the Protected Health Information will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which the person is aware in which the confidentiality of the Protected Health Information has been breached.

All uses and disclosures of and requests by Business Associate for PHI are subject to the minimum necessary rule of the Privacy Standards and shall be limited to the information contained in a limited data set, to the extent practical, unless additional information is needed to accomplish the intended purpose, or as otherwise permitted in accordance with Section 13405(b) of HITECH and any implementing regulations.

Furthermore, Business Associate acknowledges that in receiving, storing, processing, or otherwise dealing with any information from TTBH about any individuals receiving services from TTBH, it is fully bound by the provisions of the Federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, and undertakes to resist in judicial proceedings any effort to obtain access to information governed by 42 CFR Part 2 as such information pertains to such individuals otherwise than as expressly provided for in 42 CFR Part 2.

2.2. Adequate Safeguards for Protected Health Information. Business Associate represents and warrants that it shall implement and maintain appropriate safeguards to prevent the use or disclosure of Protected Health Information in any manner other than as permitted by this Agreement. Effective as of January 1, 2010, specifically as to Electronic Protected Health

Information, in accordance with Section 13401(a) of HITECH, Business Associate warrants that it shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information. To ensure the security and confidentiality of Electronic Protected Health Information pursuant to 45 C.F.R. § 164.312(e)(2)(ii) and Section 13401(a) of HITECH, Business Associate shall implement a mechanism to encrypt Electronic Protected Health Information on all its Electronic Media containing any of TTBH's Protected Health Information.

- 2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall immediately report to TTBH each use or disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors which is not specifically permitted by this Agreement, as well as effective as of January 1, 2010, each security incident of which Business Associate becomes aware, in accordance with Section 13402(b) of HITECH. The initial report shall be immediately made by telephone call to the TTBH's Privacy Officer (Privacy Officer) at 956-289-7080 within twenty-four (24) hours from the time the Business Associate becomes aware of the non-permitted use or disclosure or security incident, followed by a written report to the Privacy Officer no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted use or disclosure or security incident.
- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effects of a use or disclosure of PHI by Business Associate or is known to Business Associate to be in violation of the requirements of this Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.
- 2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the Federal Department of Health and Human Services for purposes of determining TTBH's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify TTBH of any requests made by the Secretary and provide TTBH with copies of any documents produced in response to such request.
- 2.6 Access to and Amendment of Protected Health Information. Business Associate and TTBH, to the extent either determines that any Protected Health Information retained constitutes a "designated record set" under the Privacy Regulations, shall: (a) make the Protected Health Information available to the individual(s) identified as being entitled to access and copy that Protected Health Information; and (b) make any amendments to Protected Health Information that are requested. Business Associate and TTBH shall provide such access and make such amendments within the time and in the manner specified by either party.
- 2.7 Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for TTBH to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. At a minimum, Business Associate shall provide TTBH with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief

statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure.

- 2.8 Accounting of Disclosures. Within ten (10) days of notice by TTBH to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to TTBH information collected in accordance with Section 1.1 of this Agreement, to permit TTBH to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. §164.528. In the case of an electronic health record maintained or hosted by Business Associate on behalf of TTBH, the accounting period shall be three (3) years and the accounting shall include disclosures for treatment, payment and healthcare operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within two (2) days forward such request to TTBH. Business Associate hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this section.
- 2.9 Obligations of TTBH. TTBH shall notify Business Associate in writing of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.
- 2.10 Term and Termination. The term of this Agreement shall continue until terminated by either party. Both party's legal obligations under this Article II shall survive the termination or expirations of this Agreement.
- 2.11 Disposition of Protected Health Information Upon Termination or Expiration. Upon the termination of the Services Agreement or this Agreement for any reason, Business Associate shall return to TTBH or, at TTBH's direction, destroy all PHI received from TTBH that Business Associate maintains in any form, recorded on any medium, or stored in any storage system, unless said information has been de-identified and is no longer PHI. This provision shall apply to PHI that is in the possession of Business Associates or agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Agreement, even after termination of the Services Agreement or Agreement until such time as all PHI has been returned, de-identified or otherwise destroyed as provided in this Section.
- 2.12. Breach of Contract by Business Associate. In addition to any other rights TTBH may have in the Services Agreement, this Agreement or by operation of law or in equity, TTBH may i) immediately terminate the Services Agreement and this Agreement if TTBH determines that Business Associate has violated a material term of this Agreement, or ii) at TTBH's option, permit Business Associate to cure or end any such violations within the time specified by TTBH. TTBH's option to have cured a breach of this Agreement shall not be construed as a waiver of any other rights TTBH has in the Services Agreement, this Agreement or by operation of law or in equity.

- 2.21 Changes in the Law. TTBH may amend either the Services Agreement or this Agreement, as appropriate, to conform to any new or revised legislation, rules and regulations to which TTBH is subject now or in the future including, without limitation, HIPAA, HITECH, the Privacy Standards, Security Standards or Transaction Standards.

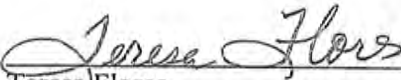
- 2.22 Exclusion from Limitation of Liability. To the extent that Business Associate has limited its liability under the terms of the Services Agreement, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to TTBH arising from Business Associate's breach of its obligations relating to the use and disclosure of PHI.

- 2.23 Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, TTBH shall have the right to control Business Associate's response to such request. Business Associate shall notify TTBH of the request as soon as reasonably practicable, but in any event within forty-eight (48) business hours of receipt of such request.

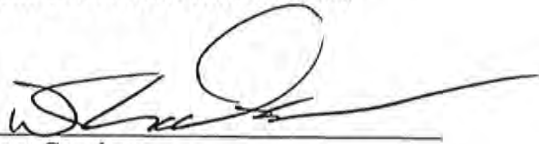
IN WITNESS, WHEREOF, TTBH and Business Associate have caused this Agreement to be executed as of the Effective Date.

Hidalgo County Head Start

Tropical Texas Behavioral Health



 Teresa Flores
 Executive Director
 Date: 4-30-16



 W. Terry Crocker
 Chief Executive Officer
 Date: 4/20/16

 Honorable Ramon Garcia
 Hidalgo County Judge

 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:

**University of Texas
RGV**

MEMORANDUM OF UNDERSTANDING
Between
Hidalgo County Head Start Program and
The University of Texas Rio Grande Valley
2018–2021

WHEREAS, the County of Hidalgo acting by and through the **Hidalgo County Head Start Program (“Head Start”)**, a governmental entity, desires to provide a Head Start Program for children ages 3 and 4 years old at **The University of Texas Rio Grande Valley** campus, hereinafter referred to as **“University”**.

WHEREAS, the **University** desires to provide facilities for **Head Start** to provide its services to qualified children of the service area,

NOW THEREFORE, The **University** and **Head Start** agree as follows:

1. Classes

Head Start agrees to provide all personnel, supplies and equipment, during regular **Head Start** hours, in order to provide child development services for qualified children of the service area (the “Services”). **Head Start** will operate between the hours of 7:45 a.m. and 5:15 p.m. as needed in facilities provided and designated by the **University at College of Education Model Lab Center**. The **University** will designate two (2) classrooms located in the College of Education, a kitchen area for food preparation, and office space (the “Facility”); a minimum of three (3) reserved parking spaces for parents and a playground area to be used by the **Head Start Program** for a program defined above will also be provided.

2. Term

The term of this Memorandum of Understanding is for two (2) years eleven months commencing August 1, 2018 and terminating June 30, 2021, unless earlier terminated as provided herein.

3. Facilities

The **University** hereby agrees to provide two (2) classrooms located in the College of Education (“COE”), a kitchen area for food preparation, office space, a minimum of three (3) reserved parking spaces for parents, and a playground area on a year round basis for **Head Start** to conduct its Early Childhood Development Program. **Head Start** agrees to pay for utilities, including but not limited to, lighting, heating, ventilation, air conditioning, water and general custodial services reasonably required to provide services. Utility cost will be prorated by the parties based on the square footage occupied by **Head Start**. **Head Start** will also pay for all expenses associated with the janitorial maintenance of the Facility and seven (7) parking passes for the **Head Start** staff. **Head Start** shall

coordinate all programs and schedules with the assigned Liaison of the **University**. **Head Start** assumes responsibility and liability arising from, associated with or in any way connected to the storage of all property of **Head Start** on the premises of the **University**. In connection therewith and not in any way limiting the foregoing, **Head Start** expressly assumes all liability and responsibility for theft or damages to property of **Head Start** located on the premises of the **University**.

4. Insurance

At all times during the term of this Memorandum of Understanding, **Head Start** shall maintain in place a commercial general liability insurance policy insuring its property against bodily injury and property damage claims brought in connection with this MOU. **Head Start** agrees to carry insurance in the amounts shown below. **Head Start** will furnish the **University** with certificates of insurance covering all required policies.

- **Workers Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:**

Employers Liability - Each Accident	\$1,000,000
Employers Liability - Each Employee	\$1,000,000
Employers Liability - Policy Limit	\$1,000,000

- **Commercial General Liability Insurance with limits of not less than:**

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (any one person)	\$ 10,000
Personal & Advertising Injury	\$1,000,000

- **Business Auto Liability Insurance** covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage;

Insurance policies, with the exception of Workers' Compensation and Employer's Liability, will be endorsed and name **University** as an Additional Insured. All policies will be endorsed to provide a waiver of subrogation in favor of **University**. All policies with the exception of Workers' Compensation and Employer's Liability will be endorsed to provide primary and non-contributory coverage. No policy will be canceled until after thirty (30) days' unconditional written notice to **University**.

5. Indemnification

TO THE EXTENT ALLOWED BY LAW, **HEAD START** WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY **UNIVERSITY**, AND HOLD HARMLESS **UNIVERSITY** AND THE **UNIVERSITY OF TEXAS SYSTEM**, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "**INDEMNITEES**") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTling ANY OF THE FOREGOING (COLLECTIVELY "**CLAIMS**") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM **HEAD START'S** PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF **HEAD START**, ANYONE DIRECTLY EMPLOYED BY **HEAD START** OR ANYONE FOR WHOSE ACTS **HEAD START** MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

TO THE EXTENT ALLOWED BY LAW, **UNIVERSITY** WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY **HEAD START**, AND HOLD HARMLESS **HEAD START** AND THE COUNTY, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "**INDEMNITEES**") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTling ANY OF THE FOREGOING (COLLECTIVELY "**CLAIMS**") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM **UNIVERSITY'S** PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF **UNIVERSITY**, ANYONE DIRECTLY EMPLOYED BY THE **UNIVERSITY** OR ANYONE FOR WHOSE ACTS THE **UNIVERSITY** MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

6. Other

The **University** agrees to collaborate with **Head Start** through community service projects such as: Week of the Young Child, dia del libro, adopt a child, holiday events, etc. The COE agrees to identify courses that will participate in **Head Start** Model Lab Center to include: Early childhood Education, Bilingual Education and Special Education. **Head Start** agrees to allow the **University** to use the **Head Start** classrooms as a site for research involving young children by designated faculty with appropriate IRB forms. **Head Start** agrees to allow the **University** to use the **Head Start** classrooms to provide field experiences to students at the COE studying child development and the teaching and learning process (observations, activities, lessons, etc.). **Head Start** agrees to allow **University**

faculty to model appropriate lessons based on young children's developmental needs and interests in areas such as early language and literacy skills, dual language development, math concepts, exploring science and nature, social and emotional skills, utilizing a philosophy of active learning through play that will contribute to their success in later schooling. **Head Start** will request permission from **Head Start** parents whose children are participating in the COE **Head Start** Model Lab Center to be part of the naturalistic observation which takes place daily. The observation will be done through the one-way view windows in classrooms 1.404 and 1.406.

7. Termination

The **University** and **Head Start** shall have the right to cancel this Memorandum of Understanding for any reason or without cause upon thirty (30) day notice. Any notice of termination must be in writing and sent by certified mail no less than thirty (30) days before the effective date of such termination as follows:

If to **University**: The University of Texas Rio Grande Valley
1201 W. University Dr.
Edinburg, TX 78539
Attention: Rick Anderson
Executive Vice-President for Finance and Administration

with copy to: The University of Texas Rio Grande Valley
1201 W. University Dr.
Edinburg, TX 78539
Attention: Norma Dryer
Director of Materials Management

If to **Head Start**: Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, TX 78540
Attention: Teresa Flores
Executive Director

8. Standards of Performance; Applicable Laws

Notwithstanding anything to the contrary contained in this Memorandum of Understanding, **Head Start** agrees and acknowledges that **University** is entering into this Memorandum of Understanding in reliance on **Head Start's** special and unique knowledge and abilities with respect to the operation and management of the Services. **Head Start** accepts the relationship of trust and confidence established between it and **University** by this Memorandum of Understanding. **Head Start** will use its best efforts, skill, judgment, and abilities to perform the Services and to further the interests of **University** in accordance with **University's** requirements and procedures, in accordance with the highest standards of **Head Start's** profession or business and in compliance with all applicable national, federal, state, and municipal, laws, regulations, codes, ordinances and orders.

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.

9. Limited Access; Facility License

Head Start, its employees, representatives, agents, and subcontractors, will have the right to use and Access only the Facility to perform the Services and will have no right to use or access any other **University** facilities. **University** will permit **Head Start** to use the Facility in accordance with the license contained in this Section. **University** licenses the Facility in its current, "as is" condition to **Head Start** for use by **Head Start** and its employees, representatives, agents, and subcontractors in the performance of the Services and for no other purpose. This is a non-exclusive license to use the Facility. **University** may enter the Facility at any time for any reason. No unlawful activities will be permitted in the use of the Facility. **Head Start** will comply with all Applicable Laws in connection with the use of the Facility. **Head Start** will cause all of its employees, representatives, agents, and subcontractors to observe and comply with all Applicable Laws.

Head Start will not modify, alter or repair the Facility or any other **University** facilities without the prior written approval of **University** and with project management of renovations by **University**.

Head Start will not harm the Facility or make any use of the Facility that is offensive as determined by **University**. Upon expiration or termination of this Memorandum of Understanding for any reason, **Head Start** will remove **Head Start** Owned Equipment and other effects, repair any damage caused by the removal, and peaceably deliver up the Facility in clean condition and in good order, repair and condition, ordinary wear and tear excepted. Any personal property of **Head Start** not removed within two (2) days following the termination will be deemed abandoned by **Head Start** and **University** may dispose of the property in any manner it chooses, with no liability or reimbursement obligation to **Head Start**.

Head Start will not suffer any mechanic's lien to be filed against the Facility or the adjoining facilities by reason of any work, labor, services, or materials performed at or furnished to the Facility for **Head Start**. Nothing in this Memorandum of Understanding will be construed as the consent of **University** to subject **University's** estate in the Facility or adjoining facilities to any lien.

The Facility is sufficiently equipped for **Head Start** to provide the services in accordance with the terms and conditions of this Memorandum of Understanding.

The University of Texas Rio Grande Valley:

Rick Anderson, Executive Vice President for
Finance and Administration

Date

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: