

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**FIRST AMENDMENT TO
THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF HIDALGO, TEXAS AND EDINBURG REGIONAL
MEDICAL CENTER.**

THIS FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING, hereinafter, “**MOU**” is made and entered into this 19th day of October, 2021, by and between **THE COUNTY OF HIDALGO, TEXAS** by and through its **Women, Infants, & Children Program (“WIC”)**, hereinafter referred to as “**COUNTY**”, with administrative offices located at in Edinburg, Hidalgo County, Texas, and **EDINBURG REGIONAL MEDICAL CENTER**, (hereinafter referred to as “**SERVICE PROVIDER**”), with its principal office located at **1102 W Trenton, Edinburg, Texas 78539**; hereinafter **COUNTY** and **SERVICE PROVIDER** are collectively referred to as “**the Parties**”.

W I T N E S S E T H:

WHEREAS, on **HIDALGO COUNTY WIC COUNTY** and **SERVICE PROVIDER** entered into an MOU in order to collaborate, establish, and implement trainings associated with the Texas Ten Step Program with a common goal of educating inpatient maternity staff/employees engaged in providing health-related service at local hospitals and medical facilities in the County of Hidalgo in order to better care for the constituents in Hidalgo County;

WHEREAS, County is a unit of local government of the State of Texas, charged with responding to the public health emergency on behalf of its citizens and the WIC program provides trainings to providers of health-related services;

WHEREAS, Service Provider is a provider of health-related services in the County of Hidalgo and is an Approved Provider Organization for Continued Nursing Education (“**CNE**”) by the State of Texas.

WHEREAS, County and Service Provider now desire to amend the MOU to reflect the changes to the Parties’ collaboration to develop and provide CNE credited training(s) with a common goal of educating the healthcare community about breastfeeding, access to health care, and other resources available to the constituents of Hidalgo County and healthcare providers servicing **HIDALGO COUNTY**;

NOW, THEREFORE, for and in consideration of the terms and provisions set forth herein, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Service Provider hereby agree to the following amendment to the MOU.

1. "PROVISIONS OF SERVICES" section of the MOU is hereby modified and replaced as follows:

"Through this MOU the Parties shall develop a collaborative objective to provide CNE training(s), as they relate to the Texas Ten Step Program, and CNE credit as follows:

The participation of WIC in the MOU shall include the following:

1. Registered Nurses from WIC Lactation Center will timely develop appropriate trainings and timely schedule the same with SERVICE PROVIDER for approval.
2. WIC will conduct approved CNE training(s) for healthcare providers engaged in providing care for breastfeeding mothers and other health-related services for providers from local hospitals and medical facilities in the County of Hidalgo, premises to be determined by the Parties.
3. WIC will keep a record of the training(s) provided such as: (1). a list of attendees for each session, (2). a post-training sign-in sheet for attendees, and (3). training evaluations to be filled by attendees.
4. WIC will deliver a copy or the original of the records to SERVICE PROVIDER timely after a training's end.
5. WIC will designate a Hidalgo County WIC staff member to serve as the Training Coordinator.

The participation of the SERVICE PROVIDER in the MOU shall include the following:

1. SERVICE PROVIDER will review training(s) produced by WIC no later than 48 hours after receipt and timely apply for CNE accreditation for the training(s) from the appropriate state accreditation agency no later than 48 hours after receipt.
2. SERVICE PROVIDER will notify WIC immediately of training(s) approved for CNE hours.
3. SERVICE PROVIDER will keep records delivered by WIC, which include record of the training(s) provided such as: (1). a list of attendees

for each session, (2). a post-training sign-in sheet for attendees, and (3). training evaluations to be filled by attendees.

4. SERVICE PROVIDER will timely report the successful completion of training(s) to the Texas Nurses Association and/or other appropriate State agency, as required by law, policy, and/or this MOU.
5. SERVICE PROVIDER will designate a staff member to serve as a liaison to the Hidalgo County WIC Program to facilitate the training(s).

This MOU does not create an agency and the employees of the respective parties are not employees of the other entity. WIC will only conduct approved CNE trainings for healthcare providers engaged in providing care for breastfeeding mothers and other health-related services for providers from local hospitals and medical facilities in the County of Hidalgo. WIC trainings subject to this MOU will not involve the patients seeking treatment at the SERVICE PROVIDER's facility and/or any other hospital or medical facility."

2. Except as modified herein, all terms and conditions of the Agreement, remain in full force and effect. County and **Edinburg Regional Medical Center** ratify and confirm the terms and provisions of the Agreement as amended herein.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

Richard F Cortez, County Judge

EDINBURG REGIONAL MEDICAL CENTER

Fabian J Borrego

Digitally signed by Fabian J
Borrego
Date: 2021.09.20 10:12:00 -05'00'

Authorized Signatory

ATTEST:

By: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved By Commissioners Court On: _____

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Amanda D. Austin, Assistant District Attorney