

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF HIDALGO, TEXAS AND
McALLEN MEDICAL CENTER.**

This 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 **McAllen Medical Center**, (hereinafter referred to as “**SERVICE PROVIDER**”), with its principal office located at **301 W. Expy 83, McAllen, Texas 78503**; hereinafter **COUNTY** and **SERVICE PROVIDER** are collectively referred to as “**the Parties**”.

I. MOU PURPOSE AND PROTOCOL.

The Hidalgo County WIC program provides training(s) to providers of health-related services. 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. Parties wish to collaborate to develop, conduct, and provide from time to time free CNE trainings (premises to be determined by the Parties) associated with the Texas Ten Step Program.

A key initiative of this understanding between the Parties is the education and training of healthcare providers from local hospitals and medical facilities in the County of Hidalgo engaged in providing health-related services for breastfeeding mothers.

The safety, health, and general welfare of the citizens of Hidalgo County is a common objective of the Parties. In furtherance of this common objective, it is a specific objective of the Parties to collaborate with partners in the community to educate the constituents and healthcare providers in Hidalgo County about health care resources available for women, infants and children, and the general public alike.

Therefore, the aim of this MOU is to establish the parameters by which the Parties will collaborate to develop and provide free of charge CNE credited training(s) associated with the Texas Ten Step Program, 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. Specifically, SERVICE PROVIDER and COUNTY agree to work collaboratively toward these objectives and goals as described more fully below.

II. PROVISIONS OF SERVICES.

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.

III. TERM OF MOU.

The term of this MOU shall be for a period of one (1) calendar year from the date of execution by both parties. This MOU shall automatically renew annually for successive one (1) year periods, unless either party provides at least thirty (30) days written notice to the other party or by mutual written agreement of the parties that this MOU shall not be renewed or as provided below.

IV. TERMINATION.

This MOU may be terminated by either party at any time, with or without cause, by providing at least thirty (30) days written notice, to the other party hereto of the intention to terminate.

V. COMPENSATION.

The Parties agree that neither will receive compensation from the other for providing services pursuant to the terms of this MOU.

VI. CONFIDENTIALITY.

The Parties understand and acknowledge that some of the information provided during the MOU may be subject to statutory prohibitions to disclosure and as such, is not to be disclosed to any party not subject to this MOU. Both Parties agree to maintain the confidentiality of the information in the same manner as the original custodian of records is so required. Both Parties agree and acknowledge that they may be required to maintain confidentiality of the information under the laws of the State of Texas and the United States, including but not limited to the *Texas Public Information Act*, *Health Insurance Portability Accountability Act (HIPAA)*, *Texas Medical Records Privacy Act (TMRPA)*, *Health Information Technology for Economic and Clinical Health (HITECH)*, *Communicable Disease Prevention and Control Act*, *applicable judicial decisions*, *Texas Attorney General opinions* and *Hidalgo County Policy*.. The confidentiality provisions above do not constitute a Data Use Agreement or a Business Associate Agreement (BAA), and do

not supersede any requirements imposed on Business Associates (BA) as per HIPAA, HITECH, TMRPA or other applicable law to execute a BAA.

VII. NOTICES.

All notices or other writing required under this MOU shall be deemed to have been made when sent by certified or registered mail, return receipt requested, to the following address:

If to Mcallen Medical Center:

First Last
Title
Organization
Street
City, Texas 78____

If to County of Hidalgo:

Hidalgo County, Texas
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Copy To:

Hidalgo County WIC Lactation
Resource and Training Center
Attn: WIC Director
3001 N. 23rd St., Suite 2
McAllen, Texas 78501

VIII. LIABILITIES.

This MOU is not intended to extend the liability of the Parties beyond that provided by law. Neither party waives, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.

IX. INDEMNIFICATION.

SERVICE PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES INCLUDING ATTORNEY'S FEES FOR THE DEFENSE OF ANY ACTION AGAINST COUNTY ARISING OUT OF, RESULTING FROM, OR CONNECTED WITH THE PROVISION OF THE SERVICE UNDER THIS CONTRACT. SAID INDEMNITY SHALL COVER ANY ACT OR FAILURE TO ACT BY THE SERVICE PROVIDER, ITS AGENTS OR EMPLOYEES.

X. MISCELLANEOUS.

1. **Governing Law:** This MOU shall be governed by and construed in accordance with the laws of the State of Texas, and, obligations and undertakings of each of the parties to this MOU shall be performable in Hidalgo County, Texas.
2. **Nature of Relationship:** Nothing contained in this MOU shall be deemed or construed to create the relationship of principal and agent or that of partnership or joint venture or any association between the Parties, and any intention to create a joint venture or partnership relationship between the Parties hereto is hereby expressly disclaimed. The Parties shall maintain exclusive control, direction and management of their own employees, and the other shall have no rights with respect thereto.
3. **Entire Agreement:** This MOU contains the entire agreement of the parties with respect to the matters covered by its terms. No other agreements, statement or promise made by any party or to any employee, officer or agent of any party, that is not contained in this MOU, will be of no force or effect, unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
4. **Additional Documents:** The Parties agree that they will use reasonable, good faith efforts to execute each such other and further instruments and documents as, are, or may, become necessary or convenient to effectuate and carry out the terms of this MOU, including, but not limited to collaboration in the creation of shared forms.
5. **Modification:** This MOU shall constitute the entire understanding of the Parties and shall supersede any prior agreement. This MOU may be modified at any time in writing only by the mutual consent of both parties. Changes shall be in the form of a modification and shall become effective upon signature by authorized individuals representing both Parties.
6. **Invalidity:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
7. **Non-Discrimination:** The MOU, all related activities and programs offered under this MOU by the Parties shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or WIC, Hidalgo County and/or service provider's policy, including and without limitation to race, color, national origin, religion, sex, age, veteran status, or disability, or any other protected class under law. Parties also agree to abide by the requirements of Title VI of the Civil Rights Act of 1964 as amended.
8. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Contract, County may terminate this Contract upon thirty (30) days written notice to SERVICE PROVIDER. County agrees, however, to use reasonable efforts

to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903*: In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this MOU, County may terminate this MOU upon thirty (30) days written notice to SERVICE PROVIDER, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the MOU. The parties intend this provision, if applicable, to be a continuing right to terminate this MOU at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

9. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.326, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. Applicable clauses are incorporated by reference in to this MOU should it be subject to Federal award.
10. **Authority to Execute:** The execution and performance of this MOU by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this MOU constitutes the valid and enforceable obligations of the participating Parties in accordance with its terms.

[Signature Page to Follow]

EXECUTED and effective as of the day and year first written above.

McAllen Medical Center

COUNTY OF HIDALGO, TEXAS

Fabian J Borrego Digitally signed by
Fabian J Borrego
Date: 2021.09.09
16:21:02 -05'00'

Authorized Signatory

Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

Approved By Commissioners Court On: _____

APPROVED AS TO FORM:

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

By: _____
Amanda Diane Austin,
Assistant District Attorney