STATE OF TEXAS §
§
HIDALGO COUNTY §

C-07-225-05-08

MEMORANDUM OF UNDERSTANDING
BETWEEN THE HIDALGO COUNTY HEALTH DEPARTMENT
AND THE HIDALGO COUNTY SHERIFF'S OFFICE

This Memorandum of Understanding (MOU) is made on this the **8th** day of **May, 2007**, by and between the Hidalgo County Health Department, hereinafter referred to as "Health Department", and the Hidalgo County Sheriff's Office hereinafter referred to as "Sheriff's Office";

WHEREAS, the Sheriff's Office is responsible for providing basic health related services to inmates detained at the Hidalgo County Adult Detention Center (the "Adult Detention Center");

WHEREAS, the Health Department provides basic healthcare services to County residents and further provides reduced or paid services to eligible residents who meet the income and resources requirements established by the Texas Health & Safety Code Chapter 61;

WHEREAS, a small percentage of inmates at the Adult Detention Center require prenatal care while incarcerated;

WHEREAS, the Sheriff's Office seeks assistance from the Health Department for the provision of healthcare services in instances in which a County resident who is incarcerated and is being held at the Adult Detention Center, requires prenatal care and does not qualify for County reduced or paid services;

WHEREAS, the Health Department has proposed a rate schedule to the Sheriff's Office which is attached hereto as Exhibit "A", in which the Sheriff's Office would pay for the prenatal care of an inmate who does not qualify for reduced or paid health care.

Now therefore, the parties agree as follows:

1. The Sheriff's Office agrees to reimburse the Health Department for basic prenatal healthcare services provided to inmates who do not qualify as an "eligible resident" under the Indigent Health Care and Treatment Act (Texas Health & Safety Code Chapter 61) for reduced or paid healthcare based on the rate schedule presented as Exhibit "A" attached hereto.

2. The parties agree that the Adult Detention Center will call the RN Supervisor at the Health Department's Edinburg Clinic to schedule an appointment for prenatal inmate referrals (the "Referrals").

3. The prenatal inmate referrals will be assessed by the RN Supervisor for high risk conditions prior to scheduling an appointment.

4. The Referrals will receive a prenatal assessment during clinic days that the Nurse Practitioner is present and not by th RN alone.

5. The Health Department Edinburg Clinic shall assign a prenatal care inmate a return appointment at the end of each clinic visit, unless the Nurse Practitioner identifies the patient as having a high risk pregnancy in which case the Health Department shall not provide further prenatal care. In addition, any abnormal test results will be referred back to the Adult Detention Center physician for follow up.

6. The Adult Detention Center nurse shall, in a timely manner, inform the Health Department Edinburg Clinic when prenatal care inmates have been transferred to another facility or are removed from the Center. The Adult Detention Center shall make every effort to provide the Health Department Edinburg Clinic a forwarding address for prenatal care inmates.

7. **Duration of MOU.** The term of this MOU is one year from the date first written above. The parties may mutually consent in writing to renew this MOU for additional one (1) year periods.

8. **Amendments.** This MOU may be amended at any time by written approval of both parties and their respective designees.

9. **Termination of MOU.** Any party may unilaterally withdraw at any time from this MOU, except as stipulated above, by transmitting a signed statement to the effect to the other party. This MOU thereby shall be considered terminated thirty (30) days from the date the non-withdrawing party actually receives the notice of withdrawal from the withdrawing party.

10. **Primary Contacts.** The parties intend that the work under this MOU shall be carried out in the most efficient manner possible. To that end, the parties intend to designate individuals that will serve as primary contacts between the parties. The parties intend that, to the maximum extent possible and unless otherwise approved by the other party, all significant communications between the parties shall be made through the primary contacts or their designees. The designated primary contacts for each party are:

For Hidalgo County Health Department:

Mr. Eduardo Olivarez
Chief Administrative Officer
1304 South 25th
Edinburg, Texas 78539

Hidalgo County Sheriff's Office:

Sheriff Guadalupe Trevino
P.O. BOX 1228
Edinburg, Texas 78540

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

HIDALGO COUNTY

Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

HIDALGO COUNTY SHERIFF'S OFFICE

Guadalupe Trevino, Sheriff

HIDALGO COUNTY HEALTH DEPARTMENT

Eduardo Olivarez, Director

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

FULL PAY CLIENTS PAYMENT SCHEDULE
(AS IDENTIFIED IN THE ELIGIBILITY GUIDELINES)

FAMILY PLANNING

Family Planning Intake with supplies	$ 10.00
Family Planning Physical Exam	$ 50.00
Refills	$ 7.00(one pack)
Depo Provera	$ 21.00(per injection)
Pregnancy Test	$ 8.00

PRENATAL

Maternity Intake	$ 50.00
Physical Exam	$ 30.00
Return	$ 10.00
Prenatal Vitamins	$ 10.00
Iron	$ 3.00
RhoGam	$ 75.00
Triple Screen	$ 45.00

CHILD HEALTH

Thstepa	$ 30.00
Lead (with Thstepa) no walk - ins	$ 15.00
**Newborn Screens (walk - in)	$ 15.00
**HGB(walk - in)	$ 5.00
**Hemocue Glucose (walk -in)	$ 5.00
**Blood Pressure Reading(walk -in)	$ 5.00
Immunization/PPD Card Copy	$ 5.00

PULMONARY

PPD Screen &Reading;PMD referral,openTB recordw/wo x-rays	$ 30.00
Medical Evaluation/x-ray/meds	$ 40.00
Follow-up Medical Evaluation/x-ray/meds	$ 20.00
Monthly Toxicity/meds(DOT/DOPT included in monthly Tox	$ 30.00
X-Rays only	$ 10.00
Alternate Care for TB Contacts(comprehensive services)	$ 10.00

STD'S

STD Office Visit/lab	$ 10.00
STD Medical Evaluation/Tx./lab	$ 25.00
STD follow-up Lab/Tx	$ 10.00

**An L-37 Short Term Record must be opened on all Walk - in's

Schedule of Fees applies to :
- These clients screened as potentially elig. For Medicaid and refuse to follow thru with the Medicaid Application
- One Time visits(non-residents, insured, special circumstance cases)

HCHD Revised September 2005