



Memorandum of Understanding

MHP Salud and Hidalgo County, by and through the Hidalgo County Health Department, hereafter referred to as the PARTNER, will collaborate as follows:

MHP Salud agrees to provide the following to the PARTNER :

- Referrals to participants for PARTNER Services; to include but not limited to Pediatric Wellness Checks, Hearing and Vision Screening, immunizations, and health education programs related to children and families, such as: "Eating Smart, Being Active"
- Follow-up and enrollment of qualified families from PARTNER referrals to Parents as Teachers Program
- Staff to provide Parents as Teachers home-visiting services to eligible residents
- Promote the Parents as Teachers program in the communities served through outreach and group encounters

The PARTNER agrees to provide the following to MHP SALUD (if none, note "none"):

- Promote Parents as Teachers home-visiting model to include distribution of flier(s) provided by MHP Salud to Hidalgo County Clients.
- Utilize the MHP Salud online referral system to Refer eligible residents to the Parents as Teachers Program. Eligibility includes:
 - Resident of Hidalgo, Cameron, Starr or Willacy County
 - Age 18 or older
 - Pregnant or caretaker of child(ren) age 0-5 in the household
 - Interested in having a home visits 1-2 a month for at least 12 months
- Refer any questions, concerns, or interest from the community regarding the project to MHP Salud contact person.

1. Terms and Conditions concerning agreement:

It is expressly agreed by both parties that the collaboration described above will be fulfilled at no cost to either party. Outside of any services described above that MHP Salud will provide to the PARTNER, no additional services will be provided by MHP Salud to the PARTNER as a result of this agreement.

2. Schedule of Services:

PARTNER will comply with the following schedule in collaboration described above:

- **Date of Initiation:** July 10, 2023 **Date of Conclusion:** July 10, 2024

3. Communication:

a. The designated point of contact for MHP Salud for this agreement is:

- Name and Title: Daisy Puentes, Program Manager
- Email and Phone Number: dpuentes@mhpsalud.org ; (956)-202-0311
- The following individuals may also contact the PARTNER in relation to this agreement (list name and title): Colleen Reinert, Chief Program Officer

b. The designated point of contact for the PARTNER for this agreement is:

- Name and Title: Eduardo Olivarez, Director
- Email and Phone Number : Eddie.olivarez@hchd.org 956-383-6221
- The following individuals may also contact MHP Salud in relation to this agreement (list name and title): _____

Both MHP Salud and the PARTNER agree to notify the other party in the event of a change in the point of contact during the duration of this agreement.

4. Completion of the services described in this contract:

DOES require access to MHP Salud's data collection platforms, and data is required to be submitted as follows (please describe): _____

DOES NOT require access to MHP Salud's data collection platforms

If access to MHP Salud's data collection platforms is required, the PARTNER agrees to comply with the following:

- Data will be submitted in a timely and accurate manner. All data will be submitted to the designated platform within 24 hours of receipt.
- If MHP Salud identifies errors within data submitted by the PARTNER, the PARTNER will be responsible for remediating any issues within the timeframe established by MHP Salud.
- Any data entered into an MHP Salud instrument or data platform is property of MHP Salud. As property of MHP Salud, all applicable organizational policies and procedures and state and federal regulatory laws apply to this data.

DOES require access to an external data platform, this platform is _____

DOES NOT require access to an external data platform

5. This agreement is supported by Methodist HealthCare Ministries. In the event that changes to the budget, program dates or other components of the grant occur, this agreement may be subject to termination. Should this occur, MHP Salud will notify the PARTNER to confirm the termination of this agreement.

6. Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.
7. PARTNER agrees to carry and provide upon request proof of liability coverage for services or facilities being used.
8. PARTNER acknowledges that no actual or possible conflicts of interest currently exist between the PARTNER and MHP Salud, and that any future conflicts of interest arising during this contract shall be immediately disclosed to MHP Salud.
9. PARTNER agrees that all content found in MHP Salud materials, including websites, printed materials, photos, graphics or electronic content, unless otherwise cited, credited or referenced, were created by MHP Salud and are the organization's intellectual property. As such, they are not to be used without the permission of MHP Salud and, if permission is granted, is to be cited appropriately with name and/or logo as designated by the permission granted by MHP Salud in addition to any other condition listed in permission.

10. CONFIDENTIALITY

PARTNER requires that any individual who will view or handle the confidential information to comply with this confidentiality agreement and, complete the Texas Department of State Health Services online security training accessed at: <https://tx.train.oro>. Therefore, to the extent applicable, PARTNER and MHP Salud agree that:

- a. The confidential information shall be disclosed only for the purpose for which it was received.
- b. The information shall be labeled as confidential.
- c. The confidential information shall be kept securely.
- d. The number of copies made of the confidential information, or the notes taken from the confidential information that implicate the confidential nature of the information shall be controlled and all copies or notes that are not destroyed shall remain confidential and subject to the confidentiality agreement.
- e. The confidential information shall not be re-disclosed to any other party or individual (other than the parties and individuals who have signed this agreement) for any purposes whatsoever.
- f. Confidential Protected Health information shall be maintained in accordance with applicable federal and state law, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) and the Texas Medical Rights and Privacy Act, as amended.

11. EQUAL OPPORTUNITY

The parties shall provide all services associated with the subject matter of this Agreement in compliance with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (34 C.F.R., Section 106, et seq.), and all other applicable federal and state nondiscrimination statutes or laws. Neither MHP Salud nor PARTNER will discriminate against any person on the basis of race, religion, color, sex, national origin, or disability in the carrying out of the terms of this Agreement

PARTNER Name: Hidalgo County Health Department

Eduardo Olivarez
Director
1304 S 25th Avenue
Edinburg, TX 78539
Phone: 956-383-6221

Signature: _____

Date: _____

MHP SALUD

Colleen Reinert

Chief Program Officer

3102 E. Business 83, Suite G
Weslaco, TX 78596
Phone: 956-968-3600 Ext 1026

Signature:  _____

Date: 6-6-2023