

THE STATE OF TEXAS

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COUNTY OF HIDALGO

SERVICE AGREEMENT

This Economic Development Program Agreement (the "Agreement") is entered into by and between the COUNTY OF HIDALGO, TEXAS, by and through Commissioners Precinct 4, hereinafter referred to as the ("COUNTY"), a political subdivision of the State of Texas, and **DRISCOL HEALTH PLAN (DHP)**, a Texas non-profit Corporation, and hereinafter referred to as (the "Contractor"), herein after referred to collectively as the ("Parties").

WITNESSETH

WHEREAS, Hidalgo County is authorized pursuant to Section §381.004 (b) of the Texas Local Government Code, to develop and administer state and local economic development programs for the purpose of stimulating business and commercial activity in the County;

WHEREAS, the Hidalgo County Commissioners Court created the "Hidalgo County Literacy Program" on March 3, 2015, under the authority of the Texas Local Government Code §381.004(b) (6);

WHEREAS, the Hidalgo County Commissioners Court on the 18th day of May, 2021 passed a Resolution creating the Health Education and Literacy Initiative, hereinafter referred to as ("HEAL") to assist Hidalgo County residents with education and training to increase families' awareness of health topics and promote a long-term development of healthier habits;

WHEREAS, pursuant to Section 381.004, County is authorized to utilize public funds and provide personnel and services of the county to develop such programs and to contract with another entity for the administration of such an economic development program;

WHEREAS, the **COUNTY** had previously entered into an agreement with the **CONTRACTOR** whereby **CONTRACTOR** would administer the Initiative (as hereinafter defined), and **COUNTY** and **CONTRACTOR** now desire to renew that agreement as delineated below; and

NOW, THEREFORE, under the authority of the Texas Local Government Code §381.004, the Parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to provide administration and operation a health education and literacy ("HEAL") program(s) to Hidalgo County residents with education and training to increase families' awareness of health topics and promote a long-term development of healthier habits (the "Initiative"). Services will be coordinated and administered by the "Contractor" whose corporate offices are located at 4525 Ayers St. Corpus Christi, Texas 78415.

III. TERM

The term of this Agreement commencing, August 31, 2023, expiring August 31, 2024. This Agreement may automatically renew for three (3) additional one (1) year terms under the same terms and conditions, or as amended by written agreement between the Parties.

IV. SERVICES

CONTRACTOR: DRISCOLL HEALTH PLAN

Driscoll Health Plan (DHP) is a nonprofit, community-based health insurance plan offering healthcare coverage to more than 200,000 children, pregnant women and other adults in its service area that includes 24 South Texas counties and 25,000 square miles. Its vast network of pediatric, adolescent and adult providers ensures every individual receives the right care for his or her needs. Driscoll Health Plan is part of the Driscoll Health System, which includes Driscoll Children's Hospital that has served the children of South Texas for more than 65 years.

Driscoll Health Plan's administration of the Initiative shall be focused on addressing Social Determinates of Health (SDOH) to the communities of South Texas. The HEAL Initiative will address two SDOH indicators identified in this area, which include health literacy access including topics of housing, access to transportation, availability of healthy foods, health care services and neighborhood build, which connects families to services in and around their community.

PROJECT

Families with higher health literacy education are more likely to be healthier whereas low-income families, children with disabilities and pregnant women experience more barriers. The stress of living in poverty can also affect a child's brain development, making it harder for them to do well in school.

To reduce the known Social Determinants of Health (SDOH), **Driscoll Health Plan**, in collaboration with **Hidalgo County**, would bring forth and administer the program known as the Community Connection Center HEAL Initiative. This initiative will increase families' awareness of health topics and promote a long-term development of healthier habits.

The Community Connection Center HEAL Initiative will provide families with three services to help them achieve a connection between their daily lives and healthy lifestyle improvements. These include;

- Provide Health Literacy and education with a goal of enhancing the community's knowledge of various health topics and personal change
- Provide hygiene and health incentives to low income families in need
- Connect families with referrals to community resources for long term sustainment

PARTICIPANTS:

Note: that the Community Connection Center HEAL Initiative will service Hidalgo County residents as long as they meet the following criteria:

1. Child bearing aged women, 18-45 years of age
2. Pregnant Women
3. Families, Legally Authorized Representative (LAR), Head of Household (HOH), Guardian with children with disabilities under 20 years of age
4. Families, LAR, HOH, Guardian With children under 18 years of age

V. PERFORMANCE

CONTRACTOR - DRISCOLL HEALTH PLAN will provide the services identified below:

1. Provide the initial order of products to be distributed at the Community Connection Center Room
 - Provide up to three shelving units for the storage of Community Connection Center Room Products
2. Order additional items on a Bi-monthly basis to keep the Community Connection Center Room fully stocked with items
3. Provide a Uniform Managed Care Manual Marketing Training for Hidalgo County Staff
 - DHP will train new staff as needed to ensure all staff working on the Community Connection Center Room have completed the required training.
4. Provide Hidalgo County a sponsorship in the amount of five thousand, four hundred (\$5,400.00) dollars, which after DHP determines Initiative guidelines are met, will be paid in two (2) installments, and paid as follows:
 - Check 1: February 1, 2024-Two Thousand, seven hundred (\$2,700.00) dollars; and
 - Check 2: August 1, 2024-Two thousand, seven hundred dollars \$2,700.00.
5. Provide the Hidalgo County with the following template documents
 - Community Connection Center Room Flyer
 - Monthly Report
 - Participant Tracking log
 - Community Connection Center Room ID Card
 - Tracking form-Referral Form to other organizations
 - Community Connection Center Room Referral Process-Flow Chart
 - Community Connection Center Room Survey
 - Family Receipt
 - Guidelines for the Program
 - Event and Presentation Sign In Form
 - Uniform Managed Care Manual Marketing Training
 - Community Referral Listing
6. Driscoll Health Plan will acknowledge Hidalgo County in the Community Connection Center Room Program promotions as program hosts.
 - To include but not limited to written or verbal promotions of program Social Media, Flyers, Media Releases

HIDALGO COUNTY:

1. Assign a point of contact (POC) to lead the program for Hidalgo County
2. Have any Hidalgo County staff working as DHP volunteers on the Community Connection Center Room, undergo Uniform Managed Care Manual Marketing Training, Care Manual Marketing Training.
3. Provide a space and/or room where the Community Connection Center Room products are kept safe and secure.
4. Report on a weekly basis any DHP members who request assistance from DHP while receiving services at the Community Connection Center Room.
5. Promote the Community Connection Center Room via, Newsletters, Social Media Pages, Meetings Coalitions Health Advisory or networking meetings
6. A donor recognition plaque will be placed in visible room entrance recognizing DHP.
7. Allow a DHP Vinyl banner to be on display inside or in room space area
8. Allow DHP to present six times year on different health topics to organization participants
9. Organization will collaborate with DHP and host one community Resource Fair with community partners to connect participants to other services in community
10. Allow DHP to be the exclusive Managed Care Organization at the Community Resource Fair and at all 6-12 Presentations unless DHP invites a 3rd party
11. Allow DHP Outreach Representative to be a Co-Chair in Community Resource Fair Planning Committee

12. Health education sheets on different topics will be made available inside the Community Connection Center Room
13. If Hidalgo County services multiple locations, DHP will be provided an opportunity to educate program participants on services and health topics to improve community health awareness
14. Promote the Community Connection Center Room through all possible venues including:
 - Organization Newsletter
 - Social Media Pages
 - Promotion of Community Connection Center Room in meetings including but not limited to: Coalitions, health advisory, parent, networking gatherings, Community Connection Center Room Flyer
15. Hidalgo County will acknowledge Driscoll Health Plan as the lead for Community Connection Center Room Project in ALL promotions
 - To include but not limited to written or verbal promotions of program
 - Social Media, Flyers, Media releases
16. Community Connection Center Room items and/supplies will be placed inside DHP branded bag
17. DHP Outreach Representative will be present during after hour activities to promote DHP services and provide health education as appropriate for after hour activity
18. Notify DHP of any damages/broken/unaccounted for items within 24 hours.
19. Make the Community Connection Center Room available to the public during their regular business hours.
 - Example -Monday-Friday 8:00am-5:00pm
20. Collaborate with DHP to have the Community Connection Center Room available to the public at least twelve times during the year on non-standard business days and or weekdays.
21. Keep all documentation accurate to include:
 - Community Connection Center Room Flyer
 - Monthly Report
 - Participant Tracking log
 - Community Connection Center Room ID Card
 - Tracking form-Referral Form to other organizations
 - Community Connection Center Room Referral Process-Flow Chart
 - Community Connection Center Room Survey
 - Family Receipt
 - Guidelines for the Program
 - Event and Presentation Sign In Form
 - Uniform Managed Care Manual Marketing Training
 - Community Referral Listing
22. Upon Completion of the Project, Hidalgo County will return all shelves provided to the organization by DHP.

VI. REVIEW

The COUNTY, by and through Hidalgo County Commissioner Precinct 4 shall be the primary contact regarding this Agreement. A Mid-Year Review of program outcomes will be completed on February 1, 2024. An End of Year Review of program outcomes will be completed August 31, 2024.

VII. PROGRAM RECORDS & REQUIREMENTS

CONTRACTOR agrees to comply with all federal, state and local laws and ordinances applicable to COUNTY for the work or services provided under this Agreement.

COUNTY may conduct, at minimum, two (2) monitoring visits to CONTRACTOR'S Initiative site to determine performance and compliance with the terms of this Agreement.

CONTRACTOR shall maintain books, records and other documents relating directly to the administration and operation of the Initiative.

CONTRACTOR shall allow any duly authorized representative of the COUNTY, at all reasonable times, to have access to and the right to inspect copy, audit and examine all such books, records and other documents of this Agreement.

VIII. TERMINATION AND CONTINGENCY

COUNTY may suspend or terminate this Agreement if CONTRACTOR materially fails to comply with any term herein. This Agreement may also be terminated for convenience with a thirty (30) day written notice. COUNTY furthermore agrees to pay the CONTRACTOR for the amount of work completed up to the termination of this Agreement.

The project will terminate if CONTRACTOR receives a marketing violation by HHSC due to COUNTY's failure to follow program and training guidelines

Failure to meet proposed after hour requirement may result in a review of the partnership and possible termination of this agreement.

If this agreement is terminated, all products in the Community Connection Center HEAL Initiative will returned to CONTRACTOR -DHP:

- i. Shelves
- ii. Products
- iii. Educational Materials

At the end of the Initiative completion and/or termination, the COUNTY will submit a final report including families serviced, items provided and inventory of products within ten (10) business days of Community Connection Center HEAL Initiative closure.

IX. REPRESENTATIONS AND WARRANTIES

CONTRACTOR further represents and warrants that:

- a. All information, data or reports ever provided or to be provided to COUNTY is, shall be and shall remain complete and accurate as of the date shown on the information, data or report and that since said date shown, shall not have undergone any material change without written notice to COUNTY.
- b. No litigation or proceedings are presently pending or threatened against CONTRACTOR relating to the Agreement or Initiative.
- c. None of the provisions contained herein contravene or in any way conflict with the authority under which CONTRACTOR is doing business or with the provisions of any existing obligation or agreement of CONTRACTOR.
- d. CONTRACTOR has the legal authority to enter into this Agreement and accept payments

hereunder and has taken all necessary measures to authorize such execution of contract and acceptance of payments pursuant to the terms and conditions thereof.

X. RECORDS AND REPORTS

As often and in such form as COUNTY may require, CONTRACTOR shall furnish to COUNTY such performance records and reports as deemed by COUNTY as pertinent to matters covered by this Agreement. Upon such request by COUNTY, CONTRACTOR shall have no less than ten (10) business days to provide records and reports to COUNTY.

XI. INSURANCE

CONTRACTOR shall comply with applicable workers compensation statutes and, upon request, shall provide and maintain proof of workers compensation insurance coverage.

CONTRACTOR, upon request, shall maintain and provide proof of general liability insurance, upon execution of this Agreement, of not less than \$1,000,000 naming COUNTY as additional insured.

XII. INDEMNIFICATION

TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, AND WITHOUT WAIVING ANY DEFENSES, CONTRACTOR AND COUNTY SHALL INDEMNIFY AND HOLD THE OTHER, AND ITS EMPLOYEES, AGENTS, OFFICERS OR CONTRACTORS, HARMLESS AGAINST ANY CLAIMS, LIABILITY, LOSSES, DEMANDS, OR DAMAGES, EXPENSES, FEES, FINES, PENALTIES, SUITS, PROCEEDINGS, ACTIONS, AND CAUSES OF ACTION OF ANY AND EVERY KIND AND NATURE ARISING OR GROWING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY NEGLIGENT, INTENTIONAL OR OTHER TORTIOUS ACT OR FAILURE TO ACT BY EACH PARTY'S EMPLOYEES, AGENTS, OFFICERS OR CONTRACTORS RELATED TO THE PERFORMANCE OF THIS AGREEMENT. EACH PARTY AGREES TO PROMPTLY NOTIFY THE OTHER OF ANY CLAIM AGAINST WHICH IT EXPECTS TO GIVE RISE TO A DUTY OF INDEMNIFICATION. THIS OBLIGATION TO INDEMNIFY SHALL INCLUDE THE RETENTION OF LEGAL COUNSEL AND INVESTIGATION COSTS AND ALL OTHER REASONABLE COSTS, EXPENSES, AND LIABILITIES ARISING FROM THE INITIAL NOTICE THAT A CLAIM OR DEMAND HAS BEEN MADE, IS TO BE MADE OR MAY BE ASSERTED. THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Each Party's relationship to the other pursuant hereto is that of an independent contractor, and nothing in this Agreement shall be construed to designate either Party as an employee, agent, partner or joint venture with the other which it expects to give rise to a duty of indemnification. This Section shall survive termination or expiration of this Agreement.

XIII. CHANGES AND AMENDMENTS

Except when the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof shall be by amendment in writing, dated subsequent to the date hereof, and executed by both COUNTY and CONTRACTOR.

Changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as the effective date of the rule,

regulation or law.

XIV. ASSIGNMENTS

CONTRACTOR shall not transfer, pledge or otherwise assign this Agreement, any interest in and to same, or any claim arising hereunder, without first procuring the written approval of COUNTY. Any attempt at transfer, pledge or other assignment shall be void and shall confer no rights upon any third person.

XV. WAIVER

No waiver by COUNTY of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of COUNTY to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged.

No act or omission of COUNTY shall in any manner impair or prejudice any right, power, privilege, or remedy available to COUNTY hereunder or by law or in equity, such rights, powers, privileges or remedies to be always specifically preserved hereby.

XV. NOTICES

For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

HIDALGO COUNTY:

By and through:

Hon. Richard Cortez, County Judge
Hidalgo County Judges Office
100 E. Cano, Ste. 201
Edinburg, TX 78539

HIDALGO COUNTY PRECINCT 4

By and through:

Hon. Ellie Torres, Commissioner
1051 North Doolittle Road
Edinburg, TX 78541

CONTRACTOR:

Craig Smith
Driscoll Health Plan CEO
4525 Ayers St.
Corpus Christi, TX 78415
361-694-4980

XVI. TEXAS LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the United States and the State of Texas, and all obligations of the Parties are performable in Hidalgo County, Texas.

XVII. ADDITIONAL DOCUMENTS

COUNTY and CONTRACTOR hereto covenant and agree that they will execute each such other and further instrument and documents as are or may become necessary or convenient to effectuate and carry out the terms of this agreement.

XVIII. NONDISCRIMINATION

CONTRACTOR, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes.

XIX. 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 Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement 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 Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

XX. 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. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, this Agreement is executed on this ____ Day of _____, 2023.

COUNTY:
County of Hidalgo

By: _____
Hon. Richard Cortez, Hidalgo County Judge

CONTRACTOR:
Driscoll Health Plan

By: _____
Craig Smith, Driscoll Health Plan CEO

ATTEST:

By: _____
Hon. Arturo Guajardo, Jr., Hidalgo County Clerk

APPROVED AS TO FORM:
Office of Criminal District Attorney
Toribio "Terry" Palacios

By: _____
Victor M. Garza, Assistant District Attorney



Leticia Saenz <leticia.saenz@co.hidalgo.tx.us>

HEAL Agreement Review

1 message

Victor M. Garza <victor.garza@da.co.hidalgo.tx.us>

Thu, Oct 5, 2023 at 10:18 AM

To: "Leticia. Saenz" <leticia.saenz@co.hidalgo.tx.us>, Jennifer Mendoza <jennifer.mendoza@co.hidalgo.tx.us>

Ms. Saenz,

Our office has reviewed the updated agreement between the County and HEAL, and approve the form of the agreement as attached hereto.

Please let me know if you have any additional questions or concerns.

Respectfully,

Victor M. Garza

Chief Administrative Attorney

Hidalgo County Criminal District Attorney's Office

Toribio "Terry" Palacios

Hidalgo County, Texas

100 East Cano Street

Edinburg, Texas 78539

(956) 292-7609 EXT. 8185

(956) 292-7619 FAX

victor.garza@da.co.hidalgo.tx.us

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HEAL.COUNTY.DRISCOLL.SERVICE AGREEMENT.final draft.docx

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