

STATE OF TEXAS

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COUNTY OF HIDALGO

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

This Agreement is made on this the 29th day of April, 2025, 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"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Sheriff's Office and Health Department are divisions of the County of Hidalgo, Texas;

WHEREAS, the Sheriff's Office is responsible for providing basic health related services to inmates detained at the Hidalgo County Adult Detention Center ("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 the 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. **Term.** The term of this MOU is one (1) year, commencing on May 8, 2025 and expiring on May 7, 2026. This MOU will automatically renew for successive one (1) year terms, unless one party gives written notice to the other party of its intention not to renew.
8. **Amendment.** This Agreement may be modified or amended only by agreement in writing executed by parties, and not otherwise.
9. **Termination.** This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. The parties intend this provision to be a continuing right to terminate this Agreement.
10. **Primary Contact.** 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 are as follows:

Health Department:
Dairen Sarmiento Rangel
1304 S. 25th Avenue
Edinburg, TX 78539

Sheriff's Office:
Sheriff J.E. "Eddie" Guerra
711 El Cibolo Rd.
Edinburg, TX 78541

11. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available for the paying party, as herein provided.

12. **Commitment or Current Revenues Only:** In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best 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 each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

(Signature Page to Follow)

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON APRIL 29, 2025.

Agenda Item No. 99152

Executive Office: _____

HEALTH DEPARTMENT

SHERIFFS OFFICE

Dairen Sarmiento Rangel, Director

Sheriff J. E. "Eddie" Guerra

HIDALGO COUNTY

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM:

Office of the Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:

Michelle Lopez, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

Exhibit A: Fees

Exhibit A

Prenatal Care For Inmates Fee Schedule

Effective May 8, 2025

Prenatal Intake (In-House Lab Only)	\$ 0.00
Prenatal Physical Exam	\$35.00
Pap Smear	\$35.00
CT/GC	\$35.00
Prenatal Panel (HIV, Rubella/Hepatitis B/RPR)	\$30.00
RH Type	\$ 5.00
Quad	\$35.00
Glucose Serum	\$ 5.00
3 HR. GTT	\$20.00
Prenatal Return Visit	\$10.00
<u>Prenatal Supplies:</u>	
Prenatal Vitamins	\$ 0.00
Iron	\$ 0.00