

C-26-0246-04-28

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

**MEMORANDUM OF UNDERSTANDING
BETWEEN HIDALGO COUNTY HEALTH AND HUMAN SERVICES
DEPARTMENT AND UNIDOS CONTRA LA DIABETES**

This Agreement is made effective as of this 28th day of April, 2026, by and between the **HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT PUBLIC HEALTH BIO SAFETY LABORATORY** (hereinafter referred to as "HHSD") and the **UNIDOS CONTRA LA DIABETES** (hereinafter referred to as "UCD"), collectively referred to as the "Parties".

WHEREAS, UCD and HHSD desire to enter into this Agreement for the public purpose of conducting (**LABORATORY SERVICES**) provided by the Hidalgo County Health and Human Services Department (the "Services") to individuals served by UCD;

WHEREAS, UCD and HHSD desire to enter into this mutual agreement to serve the parties' objectives in improving the health, safety, and welfare of the citizens of the County, including those individuals served by UCD; and

NOW THEREFORE, HHSD and UCD hereby agree as follows:

- 1. HHSD Responsibilities:** HHSD, through its **Public Health Laboratory**, agrees to the following:
 - a. that it will assign each patient a Unique identification number (MRN and Lab Testing Number);
 - b. that it will perform quality laboratory testing on all patient samples in accordance with Appendix A;
 - c. Reporting and Deliverables- that standard turnaround time will be 3-5 business days, via printed copy or electronic transmission; and
 - d. that it will provide client support.
 - e. Will provide monthly report of A1C's using the provided worksheet with Appendix B

- 2. UCD Responsibilities:** The UCD agrees to the following:
 - a. that it will compensate HHSD for the Services performed by HHSD in the amounts provided on the Service Fee Schedule attached as **Appendix A**;
 - b. that it will pay the Monthly invoices provided by HHSD for services rendered in accordance with the Texas Prompt Payment Act;
 - c. that it will provide referrals to individuals so that HHSD services may be provided as shown on **Appendix A**
 - d. that it will request medical records created as a result of this agreement from the HHSD in writing;
 - e. that it will maintain any medical records in its possession in a confidential

manner in accordance with applicable law; and
f. that UCD will appoint liaison(s) to facilitate this agreement with the HHSD.

3. **Confidential information:** Medical records produced as part of this agreement are subject to the confidentiality provisions of House Bill (HB) 300, the Health Insurance Portability and Accountability Act (HIPAA), HIPAA Regulations, Health Information Technology for Economic and Clinical Health (HITECH Act) and state law, including the Texas Medical Records Privacy Act.
4. **Term of Agreement:** This Agreement shall be in effect for a one (1) year period effective on the date indicated above and shall automatically renew for successive one (1) year periods at the same terms, rates and conditions until terminated by either party as provided herein. UCD understands that from time to time, HHSD may modify its rates for the services covered by this agreement. Parties may agree to a written amendment of this agreement to incorporate the new rates.
5. **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.
6. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental service or functions and will pay for such services out of current revenues available to the paying party as herein provided. No funding will be provided by either party to the other under this Agreement.
7. **Notice:** All notices or communications to either party by the other will be delivered personally or sent by U.S. registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each and will be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein:

IF TO HHSD: Hidalgo County Health and Human Services Department
Attention: Dairen Sarmiento, Director
Address: 1304 S. 25th Ave.
Edinburg, TX 78542

WITH COPY TO: Hidalgo County
Attention: Richard F. Cortez, County
Judge Address: 100 East Cano St., 2nd
Floor Edinburg, TX 78539

IF TO UCD: Unidos Contra La Diabetes
Attn: Moises Arjona, CEO
Address: 3102 E. US Business 83 Suite B
Weslaco, Texas 78596

- 8. Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the UCD and HHSD, and not otherwise.
- 9. TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS.
- 10. Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- 11. Commitment of 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.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON April 28, 2026.

Agenda Item No.

Executive Office: _____

UNIDOS CONTRA LA DIABETES

**HIDALGO COUNTY HEALTH AND
HUMAN SERVICES DEPARTMENT**

Moises Arjona, CEO

Dairen Sarmiento, Director

COUNTY OF HIDALGO, TEXAS:

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM

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

ATTEST:

Michelle Lopez, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk

Appendix A

SERVICES REQUIRED:

The vendor shall provide qualified and trained personnel and certified licensed facilities for the laboratory services. Laboratory Testing services shall include the following services (not to exceed 100 per year):

Item #	Diagnostic Procedures	CPT Code	Unit Cost
1	Hgb A1C	83036	15.00

Appendix B

	First Name	Last Name	Phone #	Age	Sex (M/F)	Ethnicity (Hispanic or Latino/ Non-Hispanic or Latino)	A1C %	Insurance Status (Y/N)	Has the patient been diagnosed with Prediabetes, Type 1 or Type 2 diabetes within the last 12 months? (No, T1, T2, P)	Does the participants have a Primary Care Provider? (Y/N)	Does participant need referral? (Y/N)
EX	John	Doe	956-123-4567	20	M	Not H/L	5.2%	Y	Type 1		N
EX	Karen	Doe	956-123-4568	25	F	H/L	5.0%	N	No		N
EX	Steve	Doe	956-123-4569	26	M	H/L	6.0%	N	No		Y
1											
2											
3											