

FILED
AT 8:44 O'CLOCK A M
JUL 13 2017
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY TEXAS
BY _____ DEPUTY

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

**MEMORANDUM OF UNDERSTANDING
AGREEMENT TO PROVIDE SERVICES**

THIS AGREEMENT made on this the 1st day of July, 2017, by and between **HIDALGO COUNTY, TEXAS** ("County"), a political subdivision of the State of Texas, and the Lower Rio Grande Valley Community Health Management Corporation, Inc., "El Milagro Clinic", a Texas non-profit corporation located in the City of McAllen, Hidalgo County, Texas ("Contractor") as follows:

WITNESSETH:

WHEREAS, County has great concern in serving the utilization of primary/specialty services to indigent individuals residing within Hidalgo County with a household income below two hundred percent (200%) of the Poverty Income Guidelines ("Indigent"), and to promote further utilization of primary/specialty care services for residents of Hidalgo County who are medically indigent, and to provide medical and health services for residents of the County; and

WHEREAS, Contractor has previously provided such services to County via agreement entered by County on February 11, 2008; and

WHEREAS, Contractor has represented to County that it is a non-profit organization duly constituted under the laws of the State of Texas and is in the business of providing such services to indigents and other qualified recipients;

WHEREAS, County desires to continue to contract with Contractor to provide such services as detailed in Attachment "A" to provide for the health, safety and welfare of the residents of the County of Hidalgo; and

WHEREAS, County will disburse appropriated grant funds as outlined in Attachment B and County may require that such grant funds be returned if the County determines that Contractor failed to comply with the terms of requirements and services; and

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and distribution of said funds, County and Contractor agree to the terms and conditions stated in this Agreement.

1. Contractor agrees that it will provide primary/specialty care services for Indigents of Hidalgo County in need of medical assistance.

2. Contractor agrees that it will utilize such grant funds only for the purposes as detailed in the specifications and requirements of project.

3. Contractor agrees to provide the County any required reports, documentation, accurate records that identify accurately the application of grant funds for activities supported and requested in this Agreement.

4. Contractor shall carry liability insurance, in amounts that correspond with the limits of liability of County pursuant to the Texas Tort Claims Act, covering all persons and property which will be utilized in performing the services herein described. Contractor shall indemnify and hold County harmless from any and all liability that may arise and result from Contractor performance of the services herein described.

5. Contractor agrees to commence the services outlined above on **July 11, 2017**, and continue such services through **July 11, 2018**.

6. As consideration for providing the services outlined above, the County agrees to provide grant funds in an amount not to exceed **Fifty Thousand Dollars \$50,000.00**.

7. In performing all services under this Agreement, Contractor represents and warrants that it will comply with all applicable laws, licenses, rules, regulations and ordinances relating to the performance of the services described in this Agreement. Contractor does not discriminate on the basis of race, color, religion, sex, age, national origin, disability, veteran status or political affiliation.

8. Contractor will maintain all necessary and appropriate records and accounts to assure a proper accounting to the County of all funds provided to Contractor hereunder. Contractor acknowledges that the records, data and information received by it in the performance of this Agreement constitutes, or may constitute, information which is protected from disclosure by the Texas Open Records Act, and other applicable laws. Contractor will not release such confidential information to any party without first obtaining the appropriate consent from the parent/guardian, and/or client to whom the information pertains. Upon request of County, Contractor agrees to provide County and its county or independent auditors access to its books and records, other than records or books which Contractor believes to be confidential patient/client records.

9. Contractor has provided County with its most recent audited financial statements together with the execution of this Agreement. Contractor will provide County with copies of its audited financial statements for any fiscal year of Contractor during which it has received funds under this Agreement as soon as such financial

statements are available.

10. Contractor represents and warrants to the County that it possesses any and all the necessary licenses and/or permits required by state, federal or local authorities and that it possesses or can obtain the necessary skills and expertise to perform the services provided hereunder. Contractor further represents and warrants that there are no current pending legal or administrative proceedings relating to the conduct of its business. Contractor understands that County has relied and is relying on Contractor representations and warranties as a material element of this contract.

11. **Independent Contractor.** Contractor, at all times, will act as an independent contractor and will not act or hold itself out to third parties as an employee or agent of County in the provision of services under the terms of this Agreement. County will not withhold income tax or FICA tax on behalf of Contractor or any of Contractor's partners, employees, subcontractors or agents. In addition, none of the foregoing shall have any claim under this Agreement or otherwise against County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. Contractor will have the exclusive responsibility for the payment or provision of all such taxes and benefits and arrangement for all insurance coverage for its employees, agents, officers or partners, and shall discharge such obligations fully.

12. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

13. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

14. **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 representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Contractor, and not otherwise.

15. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

16. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: Hidalgo County, Texas
County Judge
Honorable Ramon Garcia
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Contractor: Lower Rio Grande Valley Community Health Management Corporation, Inc.
El Milagro Clinic
Ms. Grace Lawson
901 East Vermont Avenue
McAllen, Texas 78503

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

17. **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.

18. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

19. **Assignment.** This Agreement shall not be assignable.

20. **Indemnification:** Company will indemnify and hold County harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Contract, whether such act, omission, or failure was the Company's or that of any person providing services hereunder through or for the Company. Upon written notice from the County, the Company will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action. The Company will carry proper insurance with the County as an additional named insured.

21. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

22. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

23. **Nondiscrimination:** Company/Contractor/Vendor, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, 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.


24. **Authority to Execute.** The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES on this the 11th day of July, 2017.

HIDALGO COUNTY, TEXAS

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk


Lower Rio Grande Valley Community
Health Management Corporation, Inc.

By: _____

Printed Name: Grace Lawson

Approved by Commissioners Court On: _____

APPROVED BY
COMMISSIONERS' COURT
ON: 7/11/18

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

Victor M. Garza
Victor M. Garza, Assistant District Attorney

ATTACHMENT “A”
(Agency’s information will go here)

A. Description Of Agency:

El Milagro Clinic was chartered as a 501 c3 organization in 1996; its founders and civic leaders in 1997 recognizing the need for affordable access to health care, worked alongside community activists, city and county elected public officials, and the local medical community to establish a health clinic in downtown McAllen. Community leaders overcame many obstacles in marshalling resources to expand health care access to those that desperately needed it. In its infancy, it was a downtown, walk to clinic in crowded busy downtown area; it struggled but kept its doors open to serve the needs of the nearby neighborhoods. The clinic was named El Milagro because it was truly “a miracle” to become organized and operational. During this time El Milagro was offering needed health services from a rented building that was formerly a family doctor’s practice in the heart of the City of McAllen.

For over 17 years, El Milagro Clinic, currently located in the center of McAllen’s medical district has provided access to comprehensive primary health services and limited specialized care. As the organization grew, it became evident that there was a need for continued services. The provision of services to a patient population that suffered from a disproportionate amount of chronic illnesses such as diabetes required reassessment of the limited services provided. Wellness activities that included not only mental health, nutritional counseling and physical exercise were followed by a more complete behavioral health integration program.

The mission is to provide comprehensive primary, disease prevention and behavioral health care services to Rio Grande Valley residents who are medically indigent. Health services are provided to the working poor who earn too much to qualify for public assistance but not enough to pay for health care in the private sector.

Our goal is to address the primary and behavioral health care needs of our patient population, individuals and families that are typically at or below 200%FPL. We encourage patients to establish us as their medical home.

B. Hours Of Operation:

Our hours of operation are Monday thru Thursday 8:00 AM to 5:00 PM.

C. Plan Payor Mix:

N/A

D. Types Of Accepted Insurance:

We accept Medicaid, Medicare and United Healthcare. We are actively seeking enrollment for Cigna-Healthspring, Blue Cross Blue Shield and Aetna.

E. Services And Type Of Providers:

El Milagro Clinic has a multidisciplinary team of clinicians, administrative and support staff to provide primary and behavioral health on a full time basis; we are open Monday-Thursday, we see patients by appointment, but also on a walk in basis. Our clinic staff,

This area suffers from a disproportionate rate of obesity, diabetes and subsequent complications, such as heart disease, blindness and kidney failure. These disparities are increasing rapidly as the population continues to grow. Therefore, quantitative evaluation includes baseline health information such as weight, HbA1c's, BMI, and blood pressure currently addresses diabetes and weight loss. These are logged in patient medical chart and identify progress toward established goals and health improvement. We also concentrate on improving health behaviors leading to a reduction of such illnesses so that catastrophic complications such as amputations and blindness can be avoided; this is done by providing a model of care that incorporates more health education and screenings.

**ATTACHMENT “B”
GRANT FUNDING DISTRIBUTION**

AGENCY: Lower Rio Grande Valley Community Health Management Corporation, Inc. dba. El Milagro Clinic

PROGRAM/PROJECT: Primary/Specialty and Behavioral Medical and Health Care Services for County Residents

CONTACT: Lower Rio Grande Valley Community Health Management Corporation, Inc
Grace Lawson
Executive Director
El Milagro Clinic
Ms. Grace Lawson
901 E. Vermont Ave.
McAllen, TX 78503
glawson@milagroclinic.org

GRANT FUNDING PERIOD: Fiscal Year 2017

GRANT FUNDING REQUEST: \$50,000.00

AMOUNT OF GRANT FUNDING APPROVED BY COMMISSIONERS COURT:

A one-time disbursement of **\$50,000.00** was approved by the Hidalgo County Commissioners Court on **06-13-2017**

AI-60506
CC - REGULAR

Executive Office 20. B.

Meeting Date: 07/11/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

ORIGINAL

Information

CAPTION

Discussion, consideration and action on Memorandum of Understanding (MOU) between County of Hidalgo and El Milagro Clinic

BACKGROUND

For funding in the amount of \$ 50,000.00 to provide direct health care services approved on 6/13/17

Fiscal Impact

CALENDAR YEAR:

FUNDS AVAILABLE Y/N?:

ACCT. #:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds pending approval AI-60278

Handwritten initials and scribbles, possibly "BOS" and "H/S".

Attachments

audit

B

A

MOU

Form Review

Inbox

Budget & Management

Final Approval

Form Started By: Monica Badillo

Reviewed By

Veronica Ortiz

Date

06/28/2017 12:57 PM

Started On: 06/28/2017 11:38 AM

Victor:

Please sign - for CC 7/11/17

Thanks,

Monica