



STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**MEMORANDUM OF AGREEMENT BETWEEN
THE COUNTY OF HIDALGO, TEXAS AND McALLEN MEDICAL CENTER**

This Memorandum of Understanding, hereinafter, “Agreement” is made and entered into this 18th day of August, 2020, by and between **THE COUNTY OF HIDALGO, TEXAS** by and through its **Women, Infants & Children Program (WIC)**, hereinafter referred to as “**COUNTY**”, with administrative offices located at in Edinburg, Hidalgo County, Texas, and **McALLEN MEDICAL CENTER** (hereinafter referred to as “**SERVICE PROVIDER**”), with its principal office located at 301 W. Expy 83, McAllen Texas 78503; referred to collectively as “**the Parties**”.

I. MEMORANDUM OF UNDERSTANDING PURPOSE AND PROTOCOL

The Hidalgo County WIC program provides training to providers of health-related services. **SERVICE PROVIDER** is a provider of health-related services in the County of Hidalgo. Parties wish to cooperate to establish and implement from time to time training offered by WIC regarding the Texas Ten Step Program to applicable inpatient maternity staff/employees of **SERVICE PROVIDER** as described more fully below. The provisions of the Texas Ten Step Training program administered by Hidalgo County WIC are hereby incorporated by reference for all purposes.

By way of background, the Texas Department of State Health Services and the Texas Hospital Association developed the Texas Ten Step Program as a method to improve maternity care practices in birthing facilities. The program is based on the World Health Organization/United Nations Children’s Fund’s Ten Step to Successful Breastfeeding and is supported by the Texas Medical Association. A key initiative of this program is the education of staff responsible for care of breastfeeding mothers. Additional information may be found at Texas WIC and/or Texas Health and Human Services. Hidalgo County WIC program provides this training to applicable inpatient maternity staff/employees engaged in providing this health-related service at local hospitals and medical facilities in the County of Hidalgo.

The safety, health and general welfare of the citizens of Hidalgo County is a common objective of both Parties. Further, it is the objective of both parties to collaborate with partners in the community in an effort to educate the constituents in Hidalgo County about health care resources available for women, infants and children and the general public alike.

Therefore, the aim of this Understanding is to establish an agreement for Parties to participate in training described more fully below with a common goal of educating the community about access to health care and other and other resources available to citizens in **HIDALGO COUNTY**. Specifically, **SERVICE PROVIDER** and **COUNTY** agree to work cooperatively toward the aforementioned goal as described more fully below.

I. PROVISIONS OF SERVICES

Through this Agreement the parties shall develop a cooperative program to provide the Texas Ten Step training as follows:

The participation of WIC in the Agreement shall include the following:

1. Staff from WIC Lactation Center (generally two RN's and one Peer Counselor) will train applicable inpatient maternity staff/employees of eligible clients with the Texas Ten Step Program training at the premises of the respective eligible client (i.e.: hospital/medical facility).
2. Keep a record of the trainings provided and attendance at each session and those who successfully complete the program.
3. Report the successful completion of training to the respective eligible client and appropriate State agency as may be required by law or policy.
4. Designate a Hidalgo County WIC staff member to serve as a liaison to the respective eligible client to facilitate the training.

The participation of the **SERVICE PROVIDER** in the Agreement shall include the following:

1. Make available the applicable inpatient maternity staff/employees for participation in the Texas Ten Step Training to be held at the premises of the eligible client.
2. Keep a record of the trainings provided and attendance at each session and those who successfully complete the program.
3. Report the successful completion of training to the respective eligible client and appropriate State agency as may be required by law or policy.
4. Designate a staff member to serve as a liaison to the Hidalgo County WIC Program to facilitate the training.

This Agreement does not create an agency and the employees of the respective parties are not employees of the other entity. Hidalgo County WIC Program will only train **SERVICE PROVIDER'S** inpatient maternity staff/employees, and training will not involve the patients seeking treatment at the **SERVICE PROVIDER'S** facility.

II. TERM OF AGREEMENT

The term of this Agreement shall be for a period of one (1) calendar year from the date of execution by both parties. This Agreement may be extended at the sole discretion of the County for four (4) additional one (1) year terms under the same rates, terms and conditions, unless either party provides at least thirty (30) days written notice to the other party or by mutual written agreement of the parties that this Agreement shall not be renewed or as provided below. The County also reserves the right to continue this sealed bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon the rates, terms and conditions remaining unchanged.

III. TERMINATION

This Agreement may be terminated by either party at any time, with or without cause, by providing at least thirty (30) days written notice, to the other party hereto of the intention to terminate.

IV. COMPENSATION

The Parties agree that neither will receive compensation from the other for providing Services pursuant to the terms of this Agreement.

V. CONFIDENTIALITY

The Parties understand and acknowledge that some of the information provided during the Agreement may be subject to statutory prohibitions to disclosure and as such, is not to be disclosed to any party not subject to this agreement. Both Parties agree to maintain the confidentiality of the information in the same manner as the original custodian of records is so required. Both Parties agree and acknowledge that they may be required to maintain confidentiality of the information under the laws of the State of Texas and the United States, including but not limited to the *Texas Public Information Act*, *Health Insurance Portability Accountability Act (HIPAA)*, *Texas Medical Records Privacy Act (TMRPA)*, *Health Information Technology for Economic and Clinical Health (HITECH)*, *Communicable Disease Prevention and Control Act*, *applicable judicial decisions*, *Texas Attorney General opinions* and *Hidalgo County Policy*. The confidentiality provisions above do not constitute a Data Use Agreement or a Business Associate Agreement (BAA), and do not supersede any requirements imposed on Business Associates (BA) as per HIPAA, HITECH, TMRPA or other applicable law to execute a BAA.

VI. NOTICES

All notices or other writing required under this Agreement shall be deemed to have been made when sent by certified or registered mail, return receipt requested, to the following address:

TO McALLEN MEDICAL CENTER:

Attn: First Last
Title
Organization
Street
City, Texas 78539

TO COUNTY OF HIDALGO:

County Judge Richard F. Cortez
Hidalgo County Community Service Agency
Attn:
Executive Director
100 E. Cano, 2nd floor
Edinburg, Texas 78539

COPY TO:

**WOMEN, INFANTS, CHILDREN
(Hidalgo County WIC Clinic)**

Attn: Clarissa Ramirez Director
3105 W. University Dr.
Edinburg, TX 78539

VII. LIABILITIES

This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither party waives, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.

VIII. INDEMNIFICATION

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.

IX. MISCELLANEOUS

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

Nature of Relationship: Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or that of partnership or joint venture or any association between the Parties, and any intention to create a joint venture or partnership relationship between the Parties hereto is hereby expressly disclaimed. The Parties shall maintain exclusive control, direction and management of their own employees, and the other shall have no rights with respect thereto.

Entire Agreement: This Agreement contains the entire Agreement of the parties with respect to the matters covered by its terms. No other agreements, statement or promise made by any party or to any employee, officer or agent of any party, that is not contained in this Agreement, will be of no force or effect, unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

Additional Documents: The Parties agree that they will use reasonable, good faith efforts to execute each 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, including, but not limited to collaboration in the creation of shared forms.

Modification: This Agreement shall constitute the entire understanding of the Parties and shall supersede any prior agreement. This Agreement may be modified at any time in writing only by the mutual consent of both parties. Changes shall be in the form of a modification and shall become effective upon signature by authorized individuals representing both Parties.

Invalidity: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Non-Discrimination: The Agreement, all related activities and programs offered under this Agreement by the Parties shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or WIC, Hidalgo County and/or service provider's policy, including and without limitation to race, color, national origin, religion, sex, age, veteran status, or disability, or any other protected class under law. Parties also agree to abide by the requirements of Title VI of the Civil Rights Act of 1964 as amended.

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 Contract, County may terminate this Contract upon thirty (30) days written notice to **SERVICE PROVIDER**. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Contract 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 thirty (30) days written notice to **SERVICE PROVIDER**, 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 Agreement at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

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. Applicable clauses are incorporated by reference in to this agreement should it be subject to Federal award.

Authority to Execute: The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the participating Parties in accordance with its terms.

EXECUTED and effective as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

Richard F Cortez

Richard F Cortez, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 5-18-20 mm

McALLEN MEDICAL CENTER

Fabian Borrego
Name Title
6/30/20

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo Jr., County Clerk



Approved By Commissioners Court *[Signature]*