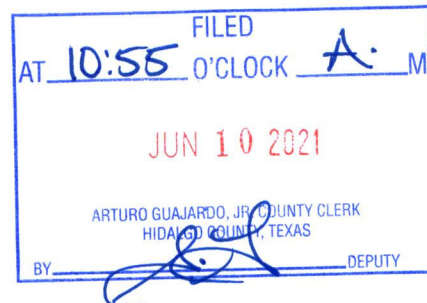


THE STATE OF TEXAS       §  
  §  
COUNTY OF HIDALGO       §



**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**, COUNTY desires to enter into an agreement with **CONTRACTOR** whereby **CONTRACTOR** will administer the Initiative (as hereinafter defined), and **CONTRACTOR** desires to operate the Initiative; 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 **CONTRACTOR** whose corporate offices are located at 4525 Ayers St. Corpus Christi, Texas 78415.

### III. TERM

The term of this Agreement is for **twelve (12) months** beginning, **June 1, 2021** and ending, **June 1, 2022**.

### 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 the **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:

1. Purchase and deliver hygiene items, health incentives and provide shelving units used for storage for Community Connection Center HEAL Initiative.
2. Provide training for organization staff; identified by Endowment Center Supervisor.
3. Provide County with reimbursement in the amount of **\$ 5,400.00** for the use of space on county property
4. Provide the organization with all materials necessary for project
5. Provide proof of liability insurance for space used
6. Include Hidalgo County in all marketing, related to the Community Connection Center HEAL Initiative.
7. Services and performance related to the administration and operation of the Initiative shall be provided at no fee or cost to COUNTY

### HIDALGO COUNTY:

1. Assign a point of contact (POC) for the Community Connection Center HEAL Initiative.
2. Provide a space and/or room where the Community incentives may be stored and health education presentations and events be held.
3. Complete monthly outcomes reports and administrative documents up to date.
4. Promote the Community Connection Center HEAL Initiative to residents.
5. Collaborate with Driscoll Health Plan for all related health literacy education presentations and events
6. Allow participants to use Community Connection Center HEAL Initiative during regular business hours and twelve times during the year on non-standard business days and or weekdays.
7. Upon Completion of the Project, the organization will return all shelves provided to the organization by DHP.
8. In collaboration with Driscoll Health Plan, provide reporting of progress to Hidalgo County Commissioner Court of Community Connection Center HEAL Initiative.

## VI. REVIEW

The COUNTY, by and through County Commissioners Precinct #4 shall be the primary contact regarding this Agreement. A Mid-Year Review of program outcomes will be completed on November 1, 2021. An End of Year Review of program outcomes will be completed **June 1, 2022**.

## 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 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 thirty (30) days written notice. COUNTY agrees to pay 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. Driscoll Health Plan will not be able to share information of their members due to HIPPA Privacy Act.
- 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**

**CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY AND SAVE HARMLESS COUNTY, ITS EMPLOYEES, AGENTS, OFFICERS OR CONTRACTORS, FROM AND AGAINST ANY AND ALL LIABILITY CLAIMS, DEMANDS, 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. 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.**

CONTRACTOR is and shall be deemed to be an independent contractor and operator responsible to all third parties for its respective acts or omissions and that COUNTY shall in no way be responsible therefore.

**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 suture 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:

**COUNTY:**

By and through:  
Hidalgo County Commissioners Precinct No. 4  
Hon. Commissioner Ellie Torres  
100 E. Cano, Ste. 201  
Edinburg, TX 78539

**CONTRACTOR:**

Victoria Morales, DHP  
Director, Eligibility/Enrollment, Communications  
Community Outreach  
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. NON-DISCRIMINATION**

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.

IN WITNESS THEREOF, this Agreement is executed on this \_\_\_\_\_ Day of \_\_\_\_\_, 2021.

**COUNTY:**

County of Hidalgo

By: Richard F. Cortez  
Hon. Richard Cortez, Hidalgo County Judge

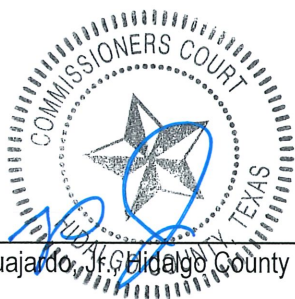
**CONTRACTOR:**

Driscoll Health Plan

By: \_\_\_\_\_  
Victoria Morales, Director

**ATTEST:**

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



APPROVED BY  
COMMISSIONERS COURT  
ON: 5/25/21

Approved by Commissioner's Court on May 25, 2021.

**APPROVED AS TO FORM:**

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

By: Victor Garza  
Victor Garza, Assistant District Attorney