

MEMORANDUM OF UNDERSTANDING
SCAN – Webb County
Veteran Care Services

This MEMORANDUM OF UNDERSTANDING (MOU), effective March 7, 2024, is made and entered into by and between the Webb County, a political subdivision of the State of Texas, for the Webb County Veteran's Service Office (hereinafter referred to as "Veteran Services") and Serving Children and Adults in Need Inc. (hereinafter referred to as "SCAN").

The purpose of this MOU is integrating and coordinating mutual services that can improve participant care for male and female veteran residents who are experiencing Mental Illness, Substance Use Disorders (SUD) or Co-Occurring Disorders (COD).

TERM:

The effective date of this MOU is March 7, 2024 through August 31, 2025.

TERMINOLOGY AND PARTICIPANT CRITERIA

Participant must be a "Resident" which is defined as an individual currently residing within the City of Laredo or Webb County, Texas.

Participant, in order to qualify for services, must be a veteran likely to benefit from SCAN services.

RESPONSIBILITIES OF VETERAN SERVICES:

- 1) To refer to SCAN those participants who can benefit from SCAN services.
- 2) Follow-up with SCAN to ensure that linkage was received, and client was either admitted or placed in appropriate services.
- 3) To maintain close communication with SCAN personnel to coordinate engagement strategies and procedures that can enhance the possibilities participants continue their treatment.
- 4) Participate in SCAN's advisory group to guide the implementation of project services.
- 5) Obtain participant authorization to disclose personal information to a third party within 72 hours of referral to SCAN.

RESPONSIBILITIES OF SCAN:

- 1) To link to outpatient and residential substance use disorder treatment services to those who meet the admission criteria.
- 2) Enroll participant internal or external mental health services.
- 3)
- 4) To maintain close communication with Veteran Services to coordinate engagement strategies and procedures that can enhance the possibilities clients continue their

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MARGIE RAMIREZ IBARRA
COUNTY CLERK, WEBB COUNTY, TEXAS
BY Jnechallejancra DEPUTY

treatment.

5) Request for and consent to release of information from individual records

Confidentiality. Client written consent will be required prior to any exchange of client information. It is required to obtain client consent, to comply with privacy and confidentiality requirements, including but not limited to those of HIPAA (Pub. L. No. 104- 191, 110 Stat. 1936 (1996)), 42 CFR Part 2, and other federal and state laws, including patient privacy requirements specific to the care of minors.

Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

Severability. Each paragraph and provision hereof are severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.

Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.

Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

Veteran Services:
David Garza
Veteran Services Officer
1110 Victoria St., Suite 108
Laredo, Texas 78040

SCAN:
Isela Dabdoub
Chief Executive Officer
1605 Saldana Ave
Laredo, Texas 78041

Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.

Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.

Confidentiality. Any confidential information provided to or developed by Grant Partner in the

performance of this Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization without the prior approval of Grant Partner.

Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

Immunity. Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their commissioners, officers, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

No rights created. Any other provision of this Agreement to the contrary notwithstanding, this Agreement shall not create any rights or benefits on behalf of any other person not a party to this Agreement, and this Agreement shall be effective only as between the parties hereto, their successors and permitted assigns.


Legal Compliance. The parties hereto agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this agreement. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this agreement, or to cease performing any act required by this agreement, this agreement shall be deemed to have been modified to conform with the requirements of such law, regulation or rule.

Effective Date. This agreement is effective as of the date shown at the top of the first page,

even if any signatures are made after that date.

Webb County

Serving Children and Adults in Need Inc.


Tano E. Tijerina
Webb County Judge


Isela Dabdoub
Chief Executive Officer

Date: 4/8/24


Date: _____

ATTEST:



Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM


Nathan R. Bratton
General Counsel
Civil Legal Division*

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf Webb County, its client. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).