

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR ENHANCED VETERANS SERVICES
2017 UNITED WAY VETERAN SERVICES GRANT**

This Agreement (“Agreement”) is entered into by and between Fort Bend County, Texas, a body corporate and politic, acting herein by and through its Commissioners Court (hereinafter “County”), and Katy Christian Ministries (hereinafter “KCM”), a recognized 501(c)(3) organization registered in the State of Texas.

WITNESSETH

WHEREAS, the United Way provides grants to local agencies through the 2017 United Way Veteran Services Grant (“Grant”); and

WHEREAS County and KCM intend to apply for this Grant; and

WHEREAS County and KCM intend to use funds provided by the 2017 United Way Veteran Services Grant for services described in this Agreement; and

WHEREAS, each commissioners court may provide for the support of residents of their county who are unable to support themselves; and

WHEREAS, the Commissioners’ Court of Fort Bend County finds that this Agreement furthers the County’s interest in providing services to women veterans and their families residing within Fort Bend County and serves a public purpose; and

WHEREAS, County desires to improve coordination, efficiency and effectiveness of service delivery to women veterans and their families residing in Fort Bend County and reduce duplication of services; and

WHEREAS, KCM desires to assist in this goal and represents that it is qualified and desires to perform such services; and

WHEREAS, County has created a collaborative data collection and sharing system, the Fort Bend County Collaborative Information System (FBCCIS), with other non-profit organizations to coordinate client information and needs and to better serve eligible clients; and

WHEREAS, County and KCM desire to select and refer eligible clients utilizing its existing collaboration through the FBCCIS;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**SECTION 1
AGREEMENT, UNDERSTANDING AND RESPONSIBILITIES**

1.01 This Agreement shall set the respective responsibilities of the County and KCM for ongoing implementation of services related to the 2017 United Way Veteran Services Grant.

- 1.02 Rights, duties and responsibilities described in this Agreement are contingent upon the receipt of funds awarded to the County and KCM by the United Way for the 2017 United Way Veteran Services Grant.
- 1.03 Both County and KCM agree that County and KCM will have no rights, duties, or responsibilities under this Agreement or obligation to perform services unless both parties receive sufficient funds from this Grant.
- 1.04 Both parties shall conduct joint staff meetings to discuss clients' progress, needs and assess areas for improvement of service delivery for eligible applicants.
- 1.05 Both parties shall provide monthly trainings for applicable staff members to share information of new available services and resources.
- 1.06 Any funds received from Grant will not be utilized to pay for existing staff salaries of either party or existing case management services.
- 1.07 Both parties will maintain all client-identifying information in strictest confidence, using the latest available technology and in compliance with all federal and state laws, rules, and regulations governing the maintenance of personal or medical information including but not limited to HIPPA and the Texas Medical Records Privacy Act and all provisions required through all Agreements created for the FBCCIS including written patient release of information.

SECTION 2 COUNTY DUTIES AND RESPONSIBILITIES

County shall:

- 2.01 Serve as lead agency between United Way for the administration of this program.
- 2.02 Be responsible for all funds received that are specifically designated by United Way for County to provide services to women veterans living in Fort Bend County only.
- 2.03 Utilize the same criteria, mutually agreed upon by both parties, for applicant eligibility for services.
- 2.04 Insure clients' access to FBC Veterans Services.
- 2.05 Be responsible for FBC Case Management Services for eligible women veterans residing in Fort Bend County.
- 2.06 Provide the following social services to eligible applicants including but not limited to: Medication Assistance vouchers, Food Assistance vouchers; Utility Assistance vouchers and Rent/ Mortgage (Shelter Assistance) for up to four (4) months.
- 2.07 Provide Benefit Banks Application Assistance as administered by the Texas Health and Human Services Commission.
- 2.08 Assist in offsetting the cost of services agreed upon mutually by both parties and deemed necessary in a mutually agreed upon amount.

**SECTION 3
KCM DUTIES AND RESPONSIBILITIES**

KCM shall:

- 3.01 Be responsible for all funds received that are specifically designated by United Way for KCM and may provide services to women veterans living in Fort Bend, Waller and Harris County.
- 3.02 Will accept eligible women veteran referrals from County who are in need of social service assistance.
- 3.03 Will provide the following social services including but not limited to licensed professional counseling, job placement assistance, assistance with resume writing and interviewing skills.
- 3.04 Will issue KCM Resale Store Vouchers to eligible applicants for household items, furniture and clothing.
- 3.05 Will refer all eligible Fort Bend County women veterans to Fort Bend County Veterans Services.

**SECTION 4
TERM**

The term of this Agreement shall begin on October 1, 2016 and end no later than September 30, 2017.

**SECTION 5
COMPENSATION AND PAYMENT**

- 5.01 The parties agree that County will have no obligation to perform Services unless County receives funds through this Grant.
- 5.02 The parties agree that KCM will perform Services at no cost to County.
- 5.03 The parties agree that County will perform Services at no cost to KCM.
- 5.04 County will receive fifty percent (50%) of any funds received.
- 5.05 KCM will receive fifty percent (50%) of any funds received.

**SECTION 6
MODIFICATIONS AND WAIVERS**

- 6.01 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- 6.02 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- 6.03 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

**SECTION 7
TERMINATION**

- 7.01 Either party has the right to terminate this Agreement for any reason upon 30 days prior written notice to the other party.
- 7.02 If either party believes the other to be in default of any one or more of the terms of this Agreement, that party will notify the other in writing of such default. The other party shall then have ten (10) days in which to cure such default. If such default is cured within such period, this Agreement will continue in effect. If such default is not cured within such period, the non-defaulting party shall have the right to declare the Agreement to be immediately terminated.
- 7.03 If this Agreement is terminated, County shall retain their exclusive right to the use of all client data previously entered by the terminating KCM, subject to any restrictions requested by the client.
- 7.04 Unless KCM has received written authorization from the County otherwise, upon expiration, termination, or completion of KCM's services or upon request by the County, KCM shall either: (i) return all Confidential Information to the County and provide the County with written certification that all such Confidential Information has been returned; or (ii) destroy Confidential Information and provide the County with a notarized certification, signed by an authorized representative of KCM, stating that such Confidential Information has been destroyed.

**SECTION 8
PERSONNEL**

- 8.01 Both parties represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the terms and conditions described in this Agreement and that KCM shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of the County, for the timely performance of the terms and conditions described in this Agreement when and as required and without delays.
- 8.02 All employees of both parties shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of KCM who, in the opinion of the County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

**SECTION 9
OWNERSHIP AND REUSE OF DOCUMENTS**

All documents, data, reports, research, graphic presentation materials, etc., developed by KCM as a part of its work under this Agreement shall become the property of County during the duration of the Agreement, upon completion of this Agreement, or in the event of termination or cancellation thereof. KCM shall promptly furnish all such data and material to County on request.

**SECTION 10
INSPECTION OF BOOKS AND RECORDS**

KCM will permit County, or any duly authorized agent of County, to inspect and examine the books and records of KCM for the purpose of verifying the amount of work performed. County's right to inspect survives the termination of this Agreement for a period of four years.

SECTION 11 INSURANCE

- 11.01 Prior to commencement of the Services, KCM shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. KCM shall provide certified copies of insurance endorsements and/or policies if requested by County. KCM shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. KCM shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- 11.01.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - 11.01.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - 11.01.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
 - 11.01.4 Professional Liability insurance with limits not less than \$1,000,000.
- 11.02 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of KCM shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 11.03 If required coverage is written on a claims-made basis, KCM warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

SECTION 12 INDEMNITY

AGENCY SHALL INDEMNIFY AND DEFEND COUNTY FROM AND AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF AGENCY, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF AGENCY OR ANY OF AGENCY'S AGENTS, SERVANTS OR EMPLOYEES INCLUDING INTENTIONAL TORT OR INTELLECTUAL PROPERTY INFRINGEMENT.

SECTION 13 CONFIDENTIAL AND PROPRIETARY INFORMATION

- 13.01 KCM acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential

to County. Any and all information of any form obtained by KCM or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by KCM shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by KCM) publicly known or is contained in a publicly available document; (b) is rightfully in KCM's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of KCM who can be shown to have had no access to the Confidential Information.

- 13.02 KCM agrees to hold Confidential Information in strict confidence, using at least the same degree of care that KCM uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. KCM shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, KCM shall advise County immediately in the event KCM learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and KCM will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or KCM against any such person. KCM agrees that, except as directed by County, KCM will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, KCM will promptly turn over to County all documents, papers, and other matter in KCM's possession which embody Confidential Information.
- 13.03 KCM acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. KCM acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- 13.04 KCM expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

**SECTION 14
INDEPENDENT CONTRACTOR**

- 14.01 In the performance of work or services hereunder, KCM shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of KCM or, where permitted, of its subcontractors.
- 14.02 KCM and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
- 14.03 **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT KCM IS NOT AN INDEPENDENT CONTRACTOR, KCM AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY THE COUNTY AS A RESULT OF THIS DETERMINATION.**

**SECTION 15
NOTICES**

- 15.01 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- 15.02 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Anna Gonzales
Attn: Director of Social Services
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

KCM: Deysi Crespo
Attn: Executive Director
5504 First Street
Katy, TX 77493

- 15.03 A Notice is effective only if the party giving or making the Notice has complied with subsections 15.01 and 15.02 above and if the addressee has received the Notice.
- 15.04 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**SECTION 16
COMPLIANCE WITH LAWS**

KCM shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, KCM shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**SECTION 17
ASSIGNMENT AND DELEGATION**

- 17.01 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
- 17.02 Neither party may delegate any performance under this Agreement
- 17.03 Any purported assignment of rights or delegation of performance in violation of this Section is void.

**SECTION 18
APPLICABLE LAW**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**SECTION 19
SUCCESSORS AND ASSIGNS**

County and KCM bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**SECTION 20
SEVERABILITY**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**SECTION 21
SURVIVAL**

KCM agrees that the terms of this Agreement shall survive the expiration, termination, or completion of KCM's services and shall be fully enforceable by the County thereafter by way of injunction or action for damages, as appropriate.

**SECTION 22
PUBLICITY**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall KCM release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

**SECTION 23
CAPTIONS**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**SECTION 24
CONFLICT**

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

*{Execution Page Follows}
{Remainder Intentionally Left Blank}*

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2016.

FORT BEND COUNTY

KATY CHRISTIAN MINISTRIES

Robert E. Hebert, County Judge

Deysi Crespo
Authorized Agent- Signature

Date

Deysi Crespo
Authorized Agent- Printed Name

ATTEST:

Executive Director
Title

Laura Richard, County Clerk

10/25/16
Date

REVIEWED:

Dr. Mary des-Vignes Kendrick, M.D., M.P.H.
Director of Health Human Services

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant, County Auditor

