

STATE OF TEXAS

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COUNTY OF FORT BEND

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ADDENDUM TO SERVICE PROVIDER AGREEMENT BETWEEN BAKERRIPLEY AND FORT BEND COUNTY

THIS ADDENDUM is entered into by and between Fort Bend County, (hereinafter "Service Provider"), a body corporate and politic under the laws of the State of Texas, and BakerRipley, formerly known as Neighborhood, Center, Inc. (hereinafter "Agency"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Service Provider Agreement between Baker Ripley and Fort Bend County, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Confidential Information.** Agency expressly acknowledges that Service Provider 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, Service Provider 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 Service Provider by Agency 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.
2. **INDEMNITY.** THE PARTIES AGREE THAT UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, SERVICE PROVIDER CANNOT ENTER INTO AN AGREEMENT WHEREBY SERVICE PROVIDER AGREES TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY; THEREFORE, ALL REFERENCES OF ANY KIND TO SERVICE PROVIDER DEFENDING, INDEMNIFYING, HOLDING OR SAVING HARMLESS AGENCY FOR ANY REASON ARE HEREBY DELETED.
3. **Attorney Fees.** Service Provider does not agree to pay any and/or all attorney fees incurred by Agency in any way associated with the Agreement.
4. **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 Service Provider/County's sovereign immunity.

5. **Notice.** In addition, to the Department of Social Services, notice shall also be delivered to the following address:
Fort Bend County Judge
401 Jackson St., 1st Floor
Richmond, Texas 77469
6. **Independent Contractor.** Agency is not an employee of the Service Provider. Nothing contained in this Contract will be deemed or construed to create an employee/employer relationship between Agency and Service Provider. Agency will have no authority to create any obligation or make representations or warranty binding on Service Provider. All personnel supplied or used by Agency in connection with this Contract will be deemed employees, agents, or subcontractors of Agency and will not be considered employees, agents, subcontractors, or volunteers of Service Provider for any purpose whatsoever. Agency alone is responsible for Agency's work, direction, compensation and personal conduct. Nothing included in any provision of this Contract shall impose any liability or duty upon Service Provider in any capacity whatsoever, or make Service Provider liable for the acts, omissions, liabilities, or obligations, of whatsoever nature, of Agency or its personnel.

FORT BEND COUNTY

BAKERRIPLEY

Robert E. Hebert, County Judge



Rene Solis, VP Public Sector Solutions

Date

04-17-17

Date

ATTEST:

Laura Richard, County Clerk

EXHIBIT A: SERVICE PROVIDER AGREEMENT

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ _____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

RLS
ME

EXHIBIT A

EXHIBIT A

SERVICE PROVIDER AGREEMENT

Between
BAKERRIPLEY

and

FORT BEND COUNTY

This Service Provider Agreement ("Contract") is entered into this 20th day of March, 2017, by and between BakerRipley formerly known as Neighborhood Centers Inc. ("Agency") and Fort Bend County ("Service Provider") for the purpose of providing case management services utilizing Unmet Needs funds to address the needs of eligible individuals and families directly impacted by the April and/or May 2016 floods in the following four Texas counties: Fort Bend, Harris, Montgomery, and Waller counties ("Clients")

Agency is the Unmet Needs Fund Manager for funds distributed by United Way and the City of Houston (Greater Houston Storm Relief Fund) for assisting the flood survivors.

Service Provider is a participating member of the Harris County Long Term Recovery Committee, or is a member of a standing Long Term Recovery Committee ("LTRC"), or Voluntary Organization Active in Disaster ("VOAD") or is a professional nonprofit case management agency trained in disaster case management and meets the minimum case management standards as detailed in the attached *Disaster Case Management Standards*.

TERM AND TERMINATION:

The Contract is effective beginning the date entered into above through June 30, 2017, and month to month thereafter as long as there is funding for the Unmet Needs program.

This Contract may be terminated as follows:

1. By either party without cause, by providing the other party thirty (30) days advanced written notice
2. By Service Provider if Agency commits a material breach of any of the terms of this Contract and such breach is not cured within a reasonable time after notice and opportunity to cure
3. By Agency if Service Provider commits a material breach of any of the terms of this Contract and such breach is not cured within a reasonable time after notice and opportunity to cure

In the case of termination, each party shall be responsible for its own costs, expenses, and third-party contractual obligations up to the time of termination.

CLIENT ELIGIBILITY REQUIREMENTS:

Service Provider will determine Client eligibility for Unmet Needs funds as follows:

- Household must have been directly impacted by the 2016 April and/or May Texas floods
- Household must have an income at or below 200% of the 2016 Federal Poverty Guidelines
- Household must be registered with FEMA
- Household must have exhausted all other resources
- Household must provide proof that they resided in one of the four impacted counties
- Priority will be given to seniors, individuals with disabilities, and lower-income families with children

- Priority will be provided in the impacted counties as described below:
 - a. Priority 1 – Harris and Fort Bend counties
 - b. Priority 2 – Waller and Montgomery counties (Priority will be increased once these communities deplete current unmet need funds for their county.)
- Household may submit only one request, up to the limit of \$1,500. Exceptions may be granted in complex situations based on funding available and approval by the Unmet Needs Committee

AGENCY RESPONSIBILITIES:

- Establish processes and instruct Service Provider on the processes to review and submit claims
- Review Unmet Needs requests submitted by Service Provider
- Approve or deny Unmet Needs requests and provide appropriate documentation for all decisions
- Make payments to vendors providing approved services to Clients

SERVICE PROVIDER RESPONSIBILITIES:

- Determine Client eligibility based on criteria above and other criteria as may be determined by the Service Provider
- Actively provide long-term disaster case management services to eligible Clients
- Ensure that Case Managers are trained on disaster case management principles and protocols
- Ensure that all Case Management staff use the Red Cross Coordinated Assistance Network (CAN) software to document and track any and all assistance provided to the Client
- Ensure that all other potential resources have been exhausted and documented regarding the unmet need
- Ensure that Case Managers track benefits received
- Ensure that Case Managers avoid duplication of benefits
- Ensure compliance with the Unmet Needs procedure and provide records and other information upon request
- Ensure that vendor services are legitimate and eligible for disbursement
- Maintain compliance with *Disaster Case Management Standards*
- Ensure that all assistance is related to a long-term recovery plan
- Submit requests for applicable resources that move the Client forward in the recovery plan or to close the case
- Consider sustainability when making a decision to request Unmet Needs program assistance
- Refrain from using funding for short-term, temporary fixes that do not meet the requirements for a Client's long term recovery plan
- Not disclose the Unmet Need fund limit of \$1,500 to clients. This information is for internal use only
- Not attempt to exhaust the \$1,500 per household limit as an entitlement
- Maintain confidentiality and safeguard the use, publication, and disclosure of personal information on all Clients who receive service under this Contract in accordance with all applicable federal and state laws regarding confidentiality and HIPAA

Neither Agency nor Service Provider shall have any obligation to expend any funds to carry out this Contract.

AGENCY AND SERVICE PROVIDER MUTUALLY AGREE:

Confidentiality. Each party may, in the course of the relationship established by this Contract, disclose to the other party in confidence non-public information or proprietary information (collectively referred to as "Confidential Information"). Each party acknowledges that the disclosing party shall at all times be and remain the owner of all Confidential Information disclosed by such party, and that the party to whom Confidential Information is disclosed may use such Confidential Information only in furtherance of the purposes and obligations of this Contract. The party to whom any Confidential Information is disclosed shall use its best efforts, consistent with the manner in which it protects its own Confidential Information, to preserve the confidentiality of any such Confidential Information which such party knows or reasonably should know that the other party deems to be Confidential Information.

Assignment. This Contract shall not be assignable by Service Provider, nor shall any of Service Provider's interest be assignable, except upon written consent of Agency, which shall not be unreasonably withheld.

Interpretation and Governing Law. This Contract shall not be construed against the party who prepared it but shall be construed as though prepared by both parties. This Contract shall be construed, interpreted, and governed by the laws of the State of Texas.

Parties Bound. No officer, director, shareholder, employee, agent, or other person authorized to act for and on behalf of either party shall be personally liable for any obligation, express or implied, hereunder.

Notices. Service of all notices under this Contract shall be sufficient if given personally or mailed to the party involved at its respective address herein set forth, or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed, and with postage prepaid. Notices delivered in person shall be deemed communicated at the time of actual delivery. Notices delivered by email shall be deemed communicated at time sent.

The contact person of **Service Provider** will be:

Anna M. Gonzalez
Fort Bend County Dept. of Social Services
Director
4520 Reading Rd. Suite A-900
Rosenberg, Texas 77471
(281)238-3506
anna.gonzales@fortbendcountytexas.gov

The contact person of **Agency** will be:

Michelle Dobbins
Program Director – Disaster Recovery Services
Neighborhood Centers Inc.
P.O. Box 271389
Houston, Texas 77277
(713) 667-9400

Copy to:
contracts@neighborhood-centers.org




Modification of Contract. This Contract may not be altered, modified, rescinded, or extended orally. This Contract may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of the party to be bound thereby.

Indemnity. Agency shall indemnify, defend, and hold SERVICE PROVIDER AND its OFFICERS, COMMISSIONERS, AGENTS AND EMPLOYEES, and their respective successors and assigns (THE "INDEMNIFIED PERSONS"), harmless from, and reimburse the Indemnified Persons on demand for, any and all claims, demands, causes of action, liabilities, losses, damages or expenses (including, without limitation, attorneys' fees and expenses) of every kind and character which may be imposed upon, asserted against, or incurred or paid by the Indemnified Persons because of, resulting from, or arising out of or in connection with any act or omission by Agency, its employees or agents, in connection with this Contract. Agency's obligations under this Section shall survive any termination of this Contract.

Successors. The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the parties hereto, their successors and assigns.

Headings. The headings in this Contract are inserted for convenience only and shall not be used to define, limit or describe the scope of this Contract or any of the obligations herein.

Warranty of Good Standing and Authority. Agency represents and warrants to Service Provider that Agency has all necessary licenses for the undertaking of its obligations under this Contract. Service Provider represents and warrants to Agency that Service Provider has all necessary licenses for the undertaking of its obligations under this Contract.

Non-Discrimination. In the performance of this Contract, the parties agree that they will not discriminate against any individual on the basis of race, color, religion, creed, age, sex, national origin or ancestry, immigration status, marital status, veteran status or status as a qualified disabled or handicapped individual as defined in the Americans with Disabilities Act.

Independent Contractor. Service Provider is not an employee of Agency. Nothing contained in this Contract will be deemed or construed to create an employee/employer relationship between Service Provider and Agency. Service Provider will have no authority to create any obligation or make representations or warranty binding on Agency. All personnel supplied or used by Service Provider in connection with this Contract will be deemed employees, agents, or subcontractors of Service Provider and will not be considered employees, agents, subcontractors, or volunteers of Agency for any purpose whatsoever. Service Provider alone is responsible for Service Provider's work, direction, compensation and personal conduct. Nothing included in any provision of this Contract shall impose any liability or duty upon Agency in any capacity whatsoever, or make Agency liable for the acts, omissions, liabilities, or obligations, of whatsoever nature, of Service Provider or its personnel.

Final Agreement. This Contract constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral.

Disputes. In the event of any controversy, claim, or dispute between the parties affecting or relating to the subject matter or the performance of this Contract, the parties agree to attempt to resolve any controversies, claims or disputes between or among them through formal communication between one senior executive from both Agency and Service Provider. If a controversy, claim, or dispute cannot be resolved by said process, a

party may pursue its claims as allowed by law, and the prevailing party will be entitled to recover from the non-prevailing party or parties all of its reasonable expenses, including but not limited to reasonable attorney's fees, accountants' fees, expert witness fees and court costs.

No Third Party Beneficiaries. This Contract is solely for the benefit of the named parties hereto and no other person or entity shall have any rights hereunder or any right to bring an action hereon. There are no third party beneficiaries of this Contract.

Electronic Transactions. This Contract shall not be denied validity solely because an electronic form was used, or solely because one or all parties to this Contract executed this Contract by means of an electronic record or electronic signature, as cited by **COMMERCE & TRADE-Title 15 U.S.C, Chapter 96, Subchapter I.**

This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings or commitments of the parties, written or oral. This Contract may be amended only by an agreement in writing executed by both parties, and no oral modifications of this Contract shall be effective.

BAKERRIPLEY

FORT BEND COUNTY

By: Rene Solis
Rene Solis
VP Public Sector Solutions

By: _____
Robert E. Hebert
County Judge

Date: 04-17-17

Date: _____

me
BKS

Greater Houston Long Term Recovery Committee Disaster Case Management Standards

Philosophy

Disaster Case management conducted under the coordinated effort must have some common threads running through it for each agency to ensure consistent, effective service delivery. Furthermore, disaster case management should follow a model consistent with an asset or strength-based philosophy. Building on clients' strengths, culture, and resources will pave the way for efficient and successful case management.

To facilitate effective case management for disasters, certain common standards should be in place for all participating agencies.

Process Standards for Case Management

LTR Case Managers will assist clients to achieve recovery through accurate information sharing and referrals to needed resources and access to various funds (i.e. Unmet Needs, Construction).

- An assessment is conducted with the client to identify disaster recovery-related needs and collect standard client data.
- The case manager and client collaboratively develop, implement, and continually review a recovery plan based on the information gained during the assessment. Each recovery plan should reflect needs identified in the assessment and should include documentation of all referrals
- The case manager continually monitors services to ensure delivery is appropriate and satisfactory and meets the needs of the client.
- The case manager will represent the client at the Unmet Needs committee and/or the Construction Fund, as needed. For further standards for these processes, please see the Unmet Needs and Construction Fund standards and policies

Procedure

- Case managers will be trained by the agency that employs them. This should include training from FEMA in sequence of service delivery and avoiding duplication of benefits. Agencies will submit a brief description of their training for case managers to the leadership of the Long Term Recovery Committee Disaster Case Management Workgroup leadership. This description should include the length (number of hours) of the training.
- Case managers will keep all client information confidential in accordance with agency guidelines.
- Case managers will track client data and turn in reports with aggregate and statistical data on a regular basis at a specified time.