

STATE OF TEXAS

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COUNTY OF FORT BEND

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**AGENCY PARTICIPATION AGREEMENT FOR THE FORT BEND COUNTY COLLABORATIVE
INFORMATION SYSTEM (FBCCIS)**

THIS AGREEMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Fort Bend Seniors Meals on Wheels, (hereinafter "Agency"), a 501(c)(3) organization registered in the State of Texas.

WITNESSETH

WHEREAS, Fort Bend County wishes to create a collaborative data collection and sharing system, the Fort Bend County Collaborative Information System (FBCCIS), for selected non-profit service Agency organizations who will coordinate client information and needs to better serve Fort Bend County clients; and

WHEREAS, the FBCCIS will improve the efficiency and effectiveness of service delivery to Fort Bend County residents; and

WHEREAS, Agency understands and acknowledges that the participation of Agency in the FBCCIS creates a relationship of confidence and trust between Agency and the County with respect to any Confidential Information that may be learned, transferred, or developed during the performance of Agency's participation in the FBCCIS and that the County is providing Agency access to its Confidential Information in reliance upon Agency's promises of confidentiality contained in this Agreement; and

WHEREAS, County desires that Agency provide assistance information, participation and advice related to the creation of FBCCIS; (hereinafter "Services"); and;

WHEREAS, Agency represents that it is qualified and desires to perform such services.

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

I. AGREEMENT, UNDERSTANDING AND RESPONSIBILITIES

This Agency Participation Agreement ("Agreement" or "APA") shall set the respective responsibilities of the County and the FBCCIS Agency for ongoing implementation of FBCCIS service and activities. The specific responsibilities of the parties to this APA for the confidentiality, reporting requirements, training policies and procedures, hardware and software for the FBCCIS are clearly defined herein to ensure an effective, efficient, and secure system. All attachments or addendums referenced in this APA are also part of the Agreement.

II. DEFINITIONS

- A. For the purposes of this APA, terms shall have the same meanings set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Social Security Act (SSA), the Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, and all other applicable State and Federal laws.

In addition, the following terms in this APA are defined as follows:

1. **"Authorized User"** means a Person:
 - a. Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to participation in the FBCCIS;
 - b. For whom Agency warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
 - c. Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this APA.
2. **"Confidential Information"** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Agency or that Agency may create, receive, maintain, use, disclose or have access to on behalf of FBCCIS that consists of or includes, but is not limited to, any or all of the following:
 - a. Client Information;
 - b. Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
 - c. Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
 - d. Federal Tax Information;
 - e. Personally Identifiable Information;
 - f. Social Security Administration Data, including, without limitation, Medicaid information;
 - g. All privileged work product;

- h. All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552 or other applicable State and Federal laws.;
 - i. Any material, data, or information in whatever form or media of the County which the County desires to protect against disclosure. Such information includes all information in any form relating to, used in, or arising out of County's operations and held by, owned, licensed, or otherwise possessed by County, including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to County's inventions, ideas, creations, works of authorship, works of visual art, business documents, contracts, licenses, business and non-business relationships, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, financial statements, strategic planning data, financial planning data, process data, specification data, know how, show how, software, databases, research and development information and data.
 - j. Confidential Information does not include information that: (a) becomes public other than as a result of a disclosure by the Agency in breach hereof; (b) becomes available to the Agency on a non-confidential basis from a source other than County, which is not prohibited from disclosing such information by obligation to County; (c) is known by the Agency prior to its receipt from County without any obligation of confidentiality with respect thereto; or (d) is developed by the Agency independently of any disclosures made by County.
3. **"Legally Authorized Representative"** of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

III. COUNTY DUTIES AND RESPONSIBILITIES

A. GENERAL TERMS

County will:

1. Serve as the Administrator of all grant activities, including reporting, program compliance and implementation.
2. Define the terms of the FBCCIS program and will implement its standards, promote awareness of the program to all interested parties, and monitor the program's successes and failures in order to evaluate the Program's effectiveness.
3. Select the FBCCIS Software Provider.

4. Notify the Agency of FBCCIS failure, errors, and/or problems immediately upon discovery.

B. PRIVACY, CONFIDENTIALITY AND SECURITY

County will:

1. Maintain all client-identifying information in strictest confidence, using the latest available technology.
2. Contract with the FBCCIS Software Provider to maintain and administer central and backup server operations including security procedures and daily system backup to prevent the loss of data.
3. Monitor access to the FBCCIS in order to detect violations of information security protocols and maintain for inspection accurate logs of all changes made to the information contained within the database.
4. Issue User accounts, passwords, and certificates of participation (when requested) for FBCCIS Users, provided that:
 - a. The Agency has signed the FBCCIS APA,
 - b. The Agency has paid the current year's applicable participation fee,
 - c. The County has received signed User License Agreements (attached as Attachment A) for each authorized User from Agency,
 - d. Each Authorized User has successfully completed the FBCCIS User training, including any related testing.
5. Periodically change Agency Authorized User passwords for security purposes and lock out User accounts after a specified period of inactivity.
6. Comply with the FBCCIS Privacy Policies and Procedures (attached as Attachment B) and not release personally identifiable information to any person, agency, or organization, in violation of the FBCCIS or any local, state, or federal law.
7. Develop, implement, and maintain privacy, confidentiality, and security protocols for the FBCCIS.
8. Conduct Agency site visits to ensure compliance with privacy and security protocols.

B. USER TRAINING AND PROGRAM SETUP

County will:

1. Conduct the initial software training for all new FBCCIS Users.
2. Provide training materials, including user manuals with definitions and instructions, to each individual who attends the training class.
3. Provide other FBCCIS-related trainings upon request.

4. Be the sole liaison between the Agency and the FBCCIS Software Provider. User questions concerning the software are to be directed only to the FBCCIS Program Coordinator (PC).

5. In collaboration with the FBCCIS Software Provider, take all necessary precautions to prevent any destructive or malicious programs from being introduced to the FBCCIS and, through it, to the other participating agencies. Agency will employ all appropriate measures to detect virus infection and all appropriate resources to efficiently disinfect any affected systems as quickly as possible.

IV. AGENCY DUTIES AND RESPONSIBILITIES

A. GENERAL TERMS

Agency will:

1. Strictly adhere to the FBCCIS Privacy Policies and Procedures (Attachment B) and all other policies and procedures contained in the APA, as it may be amended from time to time, and all of its appendices.
2. Maintain up to two active User accounts at any one time.
3. Use Software only for its internal business operations connected with the FBCCIS system and will not permit the Software to be used by or for the benefit of anyone other than Agency.
4. Not have the right to re-authorize, license or sell rights to access and/or use the Licensed Software or to transfer or assign rights to access or use the Software.
5. Ensure that User agrees to use the Software in a manner that complies with all applicable laws including intellectual property and copyright laws.
6. Appoint a person to serve as their official FBCCIS contact and coordinate the activities in carrying out the objectives of the FBCCIS.

B. PRIVACY, CONFIDENTIALITY AND SECURITY

Agency will:

1. Comply with all federal and state laws and regulations and with all FBCCIS policies and procedures relating to the collection, storage, retrieval, and dissemination of client information and offer assurances that all matters relative to the sharing of information will be treated in a confidential manner in accordance with all applicable State and Federal law including Protected Health Information as required by HIPAA, the Health Insurance Portability and Accountability Act.
2. Fully comply with the FBCCIS Privacy Policies and Procedures. County may suspend FBCCIS access to any User or Agency for the purpose of investigating suspicion of breached confidentiality.
3. Take all reasonably necessary precautions to prevent destructive or malicious

programs (including but not limited to viruses or spyware) from being introduced to any part of the FBCCIS, including Users' computers. Employ reasonably appropriate measures to detect virus or spyware infection and deploy all reasonably appropriate resources to efficiently disinfect any affected systems as quickly as possible.

4. Limit FBCCIS access only to Authorized Users and follow all FBCCIS protocols for monitoring those Users. County reserves the right to terminate access to any FBCCIS User who breaches client confidentiality or system security protocols.
5. Designate an individual to act as the Agency security officer, responsible for the implementation of the FBCCIS security procedures at the Agency level.
6. Not release any FBCCIS data to any person or organization that is not part of the FBCCIS, unless such release is covered by the FBCCIS Privacy Policies and Procedures.
7. Develop an internal procedure to be used in the event of a violation of any of the FBCCIS security protocols.
8. Not permit knowingly any person to enter or use the FBCCIS unless and until:
 - a. The person has completed the required FBCCIS training,
 - b. County has issued that person the appropriate User account and Password, and
 - c. Both the APA and the User License Agreement have been signed and returned to County.
9. Maintain copies of all User License Agreements signed by Agency personnel to whom User accounts have been issued.
10. Agency will not: (i) transmit or share identification or password codes to persons other than authorized Users; (ii) permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not authorized Users; or (iii) permit access to the software through a single identification or password code being made available to multiple Users on a network.
11. Maintain the confidentiality of any password used to access the service. Agency will be fully responsible for any and all activities that occur by Agency employees, volunteers, or agents.
12. Obtain client consent upon the initial visit before any data is collected. The consent must be:
 - a. Written: signed release of information (ROI) form kept in a local file; **Agency will obtain a Client Consent and Release (Attachment C) from each client explaining and releasing information to all FBCCIS participating Agencies. It is of the utmost importance that each client is fully informed by Agency that their information will be shared with each of the FBCCIS Agencies and may continue to be in the possession of the collaborating entities even after the FBCCIS is disbanded; and**
 - b. Verbal: the client gives oral permission to the witness (intake worker/case manager); and
 - c. Inferred: Agency must post an Inferred Consent Notice (Attachment D) at

the service site.

13. Collect and maintain records of all client informed consents and release of information authorization forms in accordance with the FBCCIS Policies and Procedures.
14. Develop and adhere to local security standards that should include the following:
 - a. Products: Physical security (door locks, computer screen view, local network passwords, firewall)
 - b. People: Personnel security (authorized Users only, local oversight of usage)
 - c. Procedures: Organizational security (policies and procedures are in place)
15. Notify County within one (1) business day of the separation from the Agency of any employee who was a User of the FBCCIS. Notification should preferably occur by close of business on the day of employee separation so that User password can be discontinued.

C. DATA QUALITY AND MONITORING

Agency will:

1. Fully comply with the latest FBCCIS Data Quality Plan.
2. Enter data into the FBCCIS within the timeframe as specified in the Data Quality Plan.
3. Ensure timely entry of data to prevent duplication of client records and other shared transactions, such as enrollments and services.
4. Collect all FBCCIS mandatory data elements, according to the Data Quality Plan accuracy requirements.
5. Take all steps reasonably necessary to verify and correctly enter the information provided by clients for entry into the FBCCIS.
6. Immediately notify the County when a programmatic, personnel, or other issue arises that precludes the Agency from entering the FBCCIS data in accordance with the FBCCIS Privacy Policies and Procedures.
7. Take all steps reasonably necessary to insure that no profanity, offensive language, malicious information or discriminatory comments based on race, ethnicity, religion, national origin, disability, age, gender, or sexual orientation are entered into the FBCCIS.
8. Not knowingly upload material into the FBCCIS that is in violation of any federal or state regulations, including, but not limited to: copyrighted material, material legally judged to be threatening or obscene, and material known to the Agency to be confidential trade secrets.
9. Allow County staff to conduct periodic monitoring and reviews of the original documentation in client files to ensure data accuracy. This monitoring is limited only to the client information relevant to FBCCIS data collection.
10. Allow for and not disrupt any and all Software Upgrades and Maintenance

when requested.

11. Agency agrees to use a DSL line for internet connectivity. Agency will not use a dial-up modem as an internet connectivity method in the use FBCCIS software.
12. Allow all custom(s) forms, workflows, reports, etc. to be client tested and approved before software updates are applied.

D. USER TRAINING

Agency will:

1. Ensure that each Agency FBCCIS User has attended the appropriate training, has signed the User License Agreement and agreed to it, and has been authorized by County to access the system in accordance with the FBCCIS policies and procedures.
2. Ensure that the Agency program managers or assigned FBCCIS liaisons attend any scheduled FBCCIS Forums or other County sponsored FBCCIS trainings.
3. Ensure that the Agency has access to any updated FBCCIS policies and procedures.
4. Require Users to sign up for additional training if needed.

V. ADDITIONAL TERMS

A. TERM

The term of this APA shall begin upon the execution of this APA by both Parties and end no later than August 31, 2020, unless extended in writing by both Parties. This APA may be renewed annually for an additional one year term upon written approval by both Parties and pending available funding.

B. PAYMENTS

1. Each Agency will be charged an Annual Participation Fee. The Agency shall pay the following costs for the participation in the FBCCIS:
 - a. Annual Fee:
 - 1) There will be no fee for participating agencies for the initial year which begins on the date of final execution of this APA and ends on August 31, 2018.
 - 2) A fee of one thousand two hundred eleven dollars and forty cents (\$1,211.40) from each returning Agency will be due for year two which begins on or about September 1, 2018, and ends on August 31, 2019.
 - 3) There will be no fee for participating agencies for the third year which begins on the date of final execution of this APA and ends

on August 31, 2020.

- b. The County may change the annual fee by giving the Agency written notice of the increase at least ninety (90) days in advance of the date on which the increased fees are to become effective.
 - 1) Agency will have a ninety (90) day grace period in which to pay the fee.
- c. FBCCIS may award a one-year stipend, equal to the annual fee, to a selected Agency based on need. The Agency must present a strong case for participation in the FBCCIS without having the budget to pay for the fee.
- d. Equipment:
 - 1) Agency clearly understands and agrees that Agency will be responsible for providing all other equipment and service fees necessary for fulfilling any duties or responsibilities rendered as part of the FBCCIS including: phones, wi-fi connections, modems, telephone service, connection to internet services, and office supplies to all Agency staff for use at the Site.
- e. Additional Customizations and Services:
 - 1) All FBCCIS software customization requests are subject to the approval by FBCCIS Administrator. Agency-specific customizations (including but not limited to forms, workflows, reports) custom queries, and data analysis reports provided by FBCCIS will be billed at a rate determined by the FBCCIS Software Provider. Service delivery costs billed by the FBCCIS Software Provider will be passed to the Agency requesting the customization. The County will not be responsible for the payment of any customization requests.
- f. Reactivation Fee: The County shall invoice the Agency for the annual fee in the following manner:
 - 1) All Users are required to keep their FBCCIS licenses active by frequently logging into the system. Any User not accessing the FBCCIS software for more than forty-five (45) calendar days will be automatically locked out. The fee to reactive inactive licenses is thirty-five (\$35) dollars. This fee will be invoiced to the Agency by the County and will be due thirty (30) days from the date of receipt.
 - 2) FBCCIS will waive the fee in case of illness or approved long-term absence only after a written request by the Agency.
- g. County reserves the right to suspend Agency User licenses until the full payment is received.

C. TERMINATION

1. County may terminate this APA at any time upon thirty (30) days written notice for any reason.
2. Either party has the right to terminate this APA with a 30-day prior written notice to the other party.
3. If either party believes the other to be in default of any one or more of the terms of this APA, 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 APA will continue in effect. If such default is not cured within such period, the non-defaulting party shall have the right to declare the APA to be immediately terminated.
4. **If this APA is terminated, FBCCIS shall retain their right to the use of all client data previously entered by the terminating Agency, subject to any restrictions requested by the client.**
5. Unless Agency has received written authorization from the County stating otherwise, upon expiration, termination, or completion of Agency's services or upon request by the County, Agency shall either: (i) return 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 Agency, stating that such Confidential Information has been destroyed.

D. PERSONNEL

1. Agency 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 APA and that Agency 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 APA when and as required and without delays.
2. All employees of Agency shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Agency who, in the opinion of the County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of the County, immediately be removed from association with the project.

E. MODIFICATIONS AND WAIVERS

1. The parties may not amend or waive this APA, except by a written agreement executed by both parties.
2. No failure or delay in exercising any right or remedy or requiring the satisfaction

of any condition under this APA, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

3. The rights and remedies of the parties set forth in this APA are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

F. OWNERSHIP AND REUSE OF DOCUMENTS

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

G. INSPECTION OF BOOKS AND RECORDS

Agency will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Agency 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.

H. INSURANCE

1. Prior to commencement of the Services, Agency 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. Agency shall provide certified copies of insurance endorsements and/or policies if requested by County. Agency 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. Agency 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:

- a. 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.
- b. 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.

- c. 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.
 - d. Professional Liability insurance with limits not less than \$1,000,000.
2. 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 Agency shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
3. If required coverage is written on a claims-made basis, Agency 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 APA is completed.

I. 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.

J. CONFIDENTIAL AND PROPRIETARY INFORMATION

1. Agency 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 Agency 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 Agency 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 Agency) publicly known or is contained in a publicly available document; (b) is rightfully in Agency'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 Agency who can be shown to have had no access to the Confidential Information.

2. Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency 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. Agency 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, Agency shall advise County immediately in the event Agency 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 Agency will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Agency against any such person. Agency agrees that, except as directed by County, Agency 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, Agency will promptly turn over to County all documents, papers, and other matter in Agency's possession which embody Confidential Information.

3. Agency 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. Agency 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.

4. Agency in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

5. Agency 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.

K. INDEPENDENT CONTRACTOR

1. In the performance of work or services hereunder, Agency 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 contractor or, where permitted, of its subcontractors.
2. Agency 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.
3. **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT AGENCY IS NOT AN INDEPENDENT CONTRACTOR, AGENCY 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.**

L. NOTICES

1. 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).
2. 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

Agency:

3. A Notice is effective only if the party giving or making the Notice has complied with subsections 1 and 2 above and if the addressee has received the Notice.

4. 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.

M. COMPLIANCE WITH LAWS

Agency 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, Agency shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

N. ASSIGNMENT AND DELEGATION

1. 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.

2. Neither party may delegate any performance under this Agreement

3. Any purported assignment of rights or delegation of performance in violation of this Section is void.

O. 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.

P. SUCCESSORS AND ASSIGNS

County and Agency 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.

Q. 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.

R. SURVIVAL

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

S. 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 Agency 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.

T. 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.

U. ATTACHMENTS

The following Attachments are part of this Agency Participation Agreement:

1. FBCCIS User License Agreement
2. FBCCIS Privacy Policies and Procedures
3. FBCCIS Client Consent and Release
4. FBCCIS Inferred Consent Notice

V. CONFLICT

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

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 _____, 2017.

FORT BEND COUNTY

Robert E. Hebert, County Judge

Date

ATTEST:

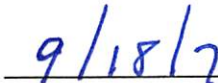
Laura Richard, County Clerk

FORT BEND SENIORS MEALS ON WHEELS


Authorized Agent- Signature


Authorized Agent- Printed Name


Title


Date

REVIEWED BY:

M. desVignes-Kendrick, M.D.
Director, Fort Bend County Health & Human Services

Date

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Fort Bend Seniors Meals on Wheels
Rosenberg, TX United States

Certificate Number:
2017-263140

Date Filed:
09/20/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

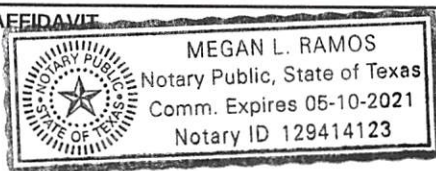
R645-FBCCIS
Fort Bend Seniors Meals on Wheels-Participation Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Manuela H. Arroyos
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Manuela H. Arroyos, this the 20th day of September, 2017, to certify which, witness my hand and seal of office.

Megan L. Ramos
Signature of officer administering oath

Megan L. Ramos
Printed name of officer administering oath

NOTARY
Title of officer administering oath