

ARF-28412

Consent

REGULAR SESSION AGENDA

HHS-Clinical Health

Meeting Date: 10/24/2017

TITLE: HIV/STI Partner Services Agreement Region 6/5 South (DSHS) and Fort Bend County

Submitted By: Cynthia Smith, HHS-Clinical Health

Originals for signature: Yes

Date Approved by County Attorney: 10/04/2017 County Attorney Initials: Ahmed

Information

SUMMARY OF ITEM:

Take all appropriate action to approve and electronically sign Memorandum of Understanding between Fort Bend County and the Texas Department of State Health Services Region 6/5 South to partner services with the HIV/STI program, to work cooperatively for the purpose of reducing the acquisition and transmission of HIV/ Sexually Transmitted Infections to protect the health of the citizens of Texas.

FUNDING SOURCE:

Accounting Unit, Project or Grant Name;
Account Name;

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND
DEPARTMENT OF STATE HEALTH SERVICES (DSHS) REGION 6/5 SOUTH
FOR PROCEDURE for PARTNER SERVICES WITH HIV/STI/PROGRAM

This Interlocal Agreement for Procedure for Partner Services with HIV/STI program ("Agreement") is made and entered by and between Fort Bend County ("County"), a body corporate and politic under the laws of the State of Texas, and the Texas Department of State Health Services, Region 6/5 South ("DSHS"), a body corporate and politic under the laws of the State of Texas, pursuant to the Interlocal Cooperation Act, Tex. Gov't. Code Ann. Ch. 791.

RECITALS

WHEREAS, it is the intent of both parties to work cooperatively for the public health benefit of reducing the acquisition and transmission of HIV/AIDS and Sexually Transmitted Infections (STIs) through partner services and linkage to care for those individuals identified with HIV and/or STIs; and

WHEREAS the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq., provides authorization for local governments to contract with one another and with agencies of the state to perform governmental functions and services under the terms of the Act; and

WHEREAS the Commissioners Court of Fort Bend County has determined that such Agreements help to promote public health, safety, and welfare; and

WHEREAS both the County and DSHS are willing to provide such services as are necessary for meeting the objectives of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the parties herein named, it is agreed as follows:

I. DUTIES IN REGARD TO HIV and STI PREVENTION AND TREATMENT SERVICES

- A. County will, utilizing approved reporting procedures as required under Texas Health and Safety Code §81.044 and Chapter 97 of Title 25 of the Texas Administrative Code and other relevant state and local guidelines, send identifying information about clients testing positive for HIV and clients testing positive for other listed reportable sexually transmitted diseases, hereinafter "Client(s)," as authorized by Texas Law and listed in Texas Administrative Code §97.133 to DSHS.

- B. DSHS will conduct a record search of HIV positive clients and reportable STI positive clients in Fort Bend County and inform County if the Client is newly identified case or not.
- C. County will, within the time allowed according to state and local guidelines, give each Client, either in written form or in person, their results and inform them they will be contacted by DSHS.
- D. If County is unable to give Client results, County will notify DSHS within three (3) days of the Client's scheduled results appointment.
- E. DSHS Disease Intervention Specialists (DIS) will notify Partners in accordance with all applicable state and local guidelines and offer health intervention Partner Services as defined by DSHS to a Client's Partners when a Client is diagnosed positive for HIV or other reportable STIs.
- F. County will complete DSHS surveillance report for Clients and call or mail the report to DSHS.
- G. Both County and DSHS will make reasonable efforts to link newly diagnosed Clients to available medical services.
- H. County will provide DSHS with a County point of contact to answer questions or concerns regarding the health services described in this Agreement.
- I. DSHS will provide County with a DSHS point of contact to answer questions or concerns regarding the health services described in this Agreement.
- J. County will assure that any information gathered during the course of this Agreement will be kept in a secure manner and in accordance with all applicable federal, state and local laws.
- K. DSHS will assure that any information gathered during the course of this Agreement will be kept in a secure manner and in accordance with all applicable federal, state and local laws.
- L. DSHS will conduct Client follow-up for those testing positive for STIs including notification and treatment.

II. ADDITIONAL DUTIES

- A. County and DSHS will serve all eligible Clients regardless of race, gender, sexual preference or religion, seeking to eliminate any discriminatory practices related to client care.
- B. County and DSHS will seek to provide high quality care that meets the standards of care set by the governing bodies.
- C. County and DSHS entities will keep communication open and on-going to review strategies for improving service delivery and ensure the objectives for this agreement are fully met.

III. COMPENSATION

Nothing in this Agreement, whether express or implied, will confer upon either party any right to compensation for services under this Agreement.

IV. INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of the County or DSHS. No provision of this Agreement or act of DSHS in performance of the Agreement shall be construed as making DSHS the agent, servant or employee of County, the State of Texas or the United States Government. DSHS is solely responsible for employee payrolls and claims arising therefrom. DSHS shall notify County of the threat of lawsuit or of any actual suit filed against DSHS pertaining to this Agreement or which would adversely affect DSHS's ability to perform services under this Agreement.

V. CONFIDENTIALITY

- A. DSHS 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 DSHS or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information").
- B. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by DSHS) publicly known or is contained in a publicly available document; (b) is rightfully in DSHS'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 DSHS who can be shown to have had no access to the Confidential Information.

- C. DSHS agrees to hold Confidential Information in strict confidence, using at least the same degree of care that DSHS uses in maintaining the confidentiality of its own confidential information. DSHS 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, DSHS shall advise County immediately in the event DSHS 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 DSHS will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or DSHS against any such person. DSHS agrees that, except as directed by County, DSHS 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, DSHS will promptly turn over to County all documents, papers, and other matter in DSHS's possession which embody Confidential Information.
- D. DSHS 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. DSHS 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.
- E. DSHS in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- F. DSHS 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 DSHS 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.

VI. INSPECTION OF BOOKS AND RECORDS

DSHS will permit County, or any duly authorized agent of County, to inspect and examine the books and records of DSHS for the purpose of verifying the amount of work performed

under this Agreement. County's right to inspect survives the termination of this Agreement for a period of seven years.

VII. TIME OF PERFORMANCE

This Agreement is effective on the date upon which both parties sign this Agreement, and shall remain in effect through December 31, 2018.

VIII. NOTICE

- A. 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).
- B. 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: Mary desVignes Kendrick, M.D., MPH
Director, Health & Human Services
4520 Reading Rd. Ste. A
Rosenberg, TX 77471
Office: 281-238-3519
Cell: 832-473-3061
Pager: 281-434-6494
md.kendrick@fortbendcountytexas.gov

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

DSHS: Deserie Burrell, CTCM
Contract Manager
Department of State Health Services
1100 West 49th Street, MC 1990
Austin, Texas 78756
deserie.burrell@dshs.texas.gov

- C. Notice is effective only if the party giving or making the Notice has complied with subsections C.1 and C.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
2. 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.

IX. INSURANCE

As a Texas state agency, DSHS maintains self-insurance in accordance with Texas Government Code Chapter 2259 and is subject to the liability limitations set forth in Texas Civil Practice and Remedies Code Chapter 101. DSHS shall maintain such self-insurance coverage from the time Services commence until Services are completed.

X. GOVERNING LAW; VENUE

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.

XI. COMPLIANCE WITH LAWS

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

XII. PUBLICITY

DSHS may not undergo publicity including contact with residents of Fort Bend County, media outlets, or other governmental agencies with regard to services rendered under this Agreement without the express written permission of County, except where required to do so by law.

XIII. CONFLICT

Any provision of this Agreement later found to be in conflict with federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force and effect.

XIV. WAIVER

A waiver by either party of a breach of this Agreement by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

XV. ASSIGNMENT

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 Section, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

XVI. MODIFICATION

This Agreement may be modified or amended only with the written agreement of each of the parties.

XVII. ENTIRETY

This Agreement, along with any amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.

Both parties to this Collaboration Agreement hereby agree to any and all provisions as stipulated above.

{Execution Page Follows}

{Remainder Left Intentionally Blank}

FORT BEND COUNTY:

**DEPARTMENT OF STATE HEALTH SERVICES (DSHS)
REGION 6/5 SOUTH**

Robert E. Hebert, County Judge

David Gruber, Associate Commissioner for
Regional and Local Health Services


Date

Date

ATTEST:

Laura Richard, County Clerk

REVIEWED BY:

 10/03/2017

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

10/03/2017

Date