

**CONSULTING SERVICES AGREEMENT BETWEEN
EPISCOPAL HEALTH FOUNDATION
AND
FORT BEND COUNTY**

This Professional Services Agreement (the "**AGREEMENT**") is entered into by and between Episcopal Health Foundation, a Texas non-profit corporation (the "**FOUNDATION**") and **Fort Bend County** ("**CONTRACTOR**"), to be effective as of **1st day of November 2017** (the "**EFFECTIVE DATE**"). The **FOUNDATION** and **CONTRACTOR** are sometimes collectively referred to as the "**PARTIES**" and separately as a "**PARTY**".

RECITALS

WHEREAS, the **FOUNDATION** works to improve the health and well-being of the people in the 57 counties of the Episcopal Diocese of Texas;

WHEREAS, the **FOUNDATION**, in furtherance of this mission, seeks to retain **CONTRACTOR** to provide consulting services ("**SERVICES**") in furtherance of the **FOUNDATION**'s mission; and,

WHEREAS, **CONTRACTOR** is able to perform such **SERVICES** for the **FOUNDATION**.

NOW THEREFORE, in consideration of the mutual promises of the **PARTIES**, and of the covenants and conditions contained herein, the **PARTIES** agree as follows:

AGREEMENT

ARTICLE I. OBLIGATIONS OF CONTRACTOR

1.1 **Quality of SERVICES**. All **SERVICES** to be performed by **CONTRACTOR** pursuant to this **AGREEMENT** shall be performed in a manner using that degree of care and skill ordinarily exercised by and consistent with the standards of competent individuals providing similar services.

1.2 **Description of SERVICES**. **CONTRACTOR** agrees to perform the services in accordance with the provisions set forth on **Exhibit A** (the "**SERVICES**"), which is attached hereto and incorporated herein by reference.

1.3 **Compliance with the Law**. **CONTRACTOR** shall perform all **SERVICES** and duties under this **AGREEMENT** in accordance with all applicable laws, rules, regulations, ordinances, and judicial and administrative interpretations thereof and any and all relevant policies and procedures of the **FOUNDATION** as communicated and provided to the **CONTRACTOR**.

ARTICLE II. CONFIDENTIALITY

2.1 During the course of this **AGREEMENT**, **CONTRACTOR** may be exposed to confidential and proprietary information of the **FOUNDATION**. **CONTRACTOR** agrees and assures that **CONTRACTOR** shall not disclose, directly or indirectly, such confidential information to any firm, individual, entity, or institution except as expressly authorized in writing by the **FOUNDATION's** designated representative, or as required by law. **CONTRACTOR** agrees to use any such confidential and proprietary information only to perform the **SERVICES**. All covenants set forth in this Article II shall survive termination of this **AGREEMENT**.

ARTICLE III. RIGHTS AND OBLIGATIONS OF THE FOUNDATION

3.1 **Fees.** In consideration of the **SERVICES** to be rendered by **CONTRACTOR** hereunder, **FOUNDATION** agrees to pay **CONTRACTOR** in accordance with the invoices of expenses incurred as a result of activities listed in **Exhibit B**, which is attached hereto and incorporated herein by reference.

ARTICLE IV. TERM AND TERMINATION

4.1 **Term.** This **AGREEMENT** is for a term of up to one year commencing on the **EFFECTIVE DATE**, unless sooner terminated pursuant to the provisions of Section 4.2 herein. Thereafter and upon mutual written **AGREEMENT** of both **PARTIES**, this **AGREEMENT** may be renewed or extended.

4.2 **Termination.** This **AGREEMENT** and all provisions thereof may be sooner terminated as follows:

4.2.1 **Termination without Cause.** Either party may terminate this **AGREEMENT** without cause by giving the other party thirty (30) days' advance written notice of termination.

4.2.2 **Immediate Termination for Specific Breaches.** This **AGREEMENT** may be terminated immediately by either Party if in its sole discretion, by written notice thereof to the breaching Party, if breaching Party fails to comply with the requirements of Section 1.3 of this **AGREEMENT** after written notice of its failure to do so and a reasonable period during which the breaching Party was given the opportunity to remedy any such alleged failure.

4.3 **Effects of Termination.** Upon termination of this **AGREEMENT**, as provided herein, neither **PARTY** shall have any further obligations hereunder except for: (a) obligations accruing prior to the date of termination; and (b) obligations, promises, or covenants contained herein that are expressly made to extend beyond the term of this **AGREEMENT**.

ARTICLE V. RELATIONSHIP OF THE PARTIES

5.1 The **PARTIES** acknowledge and confirm that the **SERVICES** to be provided by **CONTRACTOR** hereunder are those of an independent contractor and in no other capacity. The **PARTIES** do not intend to create a partnership, agency, joint venture, employer-employee relationship, or any relationship other than that of independent contractors by entering into this **AGREEMENT**. No **PARTY** is authorized or empowered to act as agent for the other **PARTY** for any purpose and shall not on behalf of the other **PARTY** enter into any contract, warranty, or representation as to any matter. No **PARTY** shall be bound by the acts or conduct of any other **PARTY**, except as may be explicitly provided for in this **AGREEMENT**.

5.2 **CONTRACTOR** shall employ or engage, control, and supervise the personnel performing the **SERVICES** and shall be responsible for the payment of such personnel and the acts and omissions of such personnel. **CONTRACTOR** shall only hire, contract or engage personnel qualified to perform the **SERVICES** that they will be requested to perform. The personnel performing the **SERVICES** shall not be considered employees or contractors of the **FOUNDATION** and shall have no rights to employee benefits of or payment by the **FOUNDATION**.

5.3 With respect to all payments made to **CONTRACTOR** pursuant to this Agreement, **CONTRACTOR** is responsible for and agrees that any and all taxes, including, without limitation, all federal, state and local, personal and business income, employment, unemployment, and withholding taxes, assessed or assessable against **CONTRACTOR** shall be **CONTRACTOR's** sole responsibility.

ARTICLE VI. MISCELLANEOUS

6.1 **Governing Law**. This **AGREEMENT** shall be construed and enforced for all purposes pursuant to the laws of the State of Texas, venue shall be in Fort Bend County.

6.2 **Notices**. Except as otherwise expressly provided herein, all notices required or permitted to be given under this **AGREEMENT** shall be in writing and must either be delivered personally to the designated agent of the **PARTY** to whom the notice is directed or be mailed by registered or certified mail, return receipt requested, addressed as shown below.

CONTRACTOR:

Robert E. Hebert
County Judge
Fort Bend County
301 Jackson
Richmond, Texas 77469

FOUNDATION:

Elena M. Marks
President and Chief Executive Officer
Episcopal Health Foundation
500 Fannin St.
Houston, Texas 77002

Either **PARTY** may change its address and designated agent to be used for notice purposes by providing notice thereof to the other **PARTY**.

6.3 **Waiver.** A waiver by either **PARTY** of the breach or violation of any provision of this **AGREEMENT** shall not operate as, or be construed to be, a waiver of any subsequent breach of this **AGREEMENT**. Further, no delay in acting with regard to any breach of this **AGREEMENT** shall be construed to be a waiver of such breach.

6.4 **Amendments.** This **AGREEMENT** may be amended only by written instrument signed by the duly authorized representatives of both **PARTIES**.

6.5 **Severability.** The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term(s) or provision(s).

6.6 **Assignment.** This **AGREEMENT** may not be assigned by either party without the prior written consent of the **other party**. Any assignment in contravention of the foregoing shall be void and of no force or effect.

6.7 **Force Majeure.** Neither **PARTY** shall be liable or deemed to be in default for any delay or failure in performance under this **AGREEMENT** nor other interruption of service deemed resulting, directly or indirectly, from any cause beyond the reasonable control of either **PARTY**.

6.8 **Entire AGREEMENT.** This **AGREEMENT**, including all documents incorporated by reference or attached as Exhibits hereto, contains the entire **AGREEMENT** of the **PARTIES** with respect to the subject matter hereof. No other agreement, statement, or promise pertaining to the subject matter of this **AGREEMENT**, whether in oral or written form, made by either **PARTY**, or an employee, officer, or agent of such **PARTY**, which is not contained in this **AGREEMENT** shall be binding or valid.

6.9 **Headings.** The section and subsection headings have been included for convenience only, are not part of this **AGREEMENT** and shall not be taken as an interpretation of any provision of this **AGREEMENT**.

6.10 **Binding Effect.** This **AGREEMENT** shall be binding upon and shall inure to the benefit of the **PARTIES** and their respective heirs, legatees, personal representatives and other legal representatives, successors and permitted assigns.

6.11 **Third Party Beneficiaries.** Except as otherwise specifically provided, this **AGREEMENT** is not intended and shall not be construed to confer upon or to give any person other than the **PARTIES** any rights or remedies.

6.12 **No Inconsistent Obligations.** **CONTRACTOR** represents and warrants that to its knowledge has no obligations, legal, in contract, or otherwise, inconsistent with the terms of this **AGREEMENT** or that would prevent it from performing the duties described herein.

6.13 **Acknowledgement of Foundation.** **CONTRACTOR** agrees to provide an acknowledgement of **FOUNDATION's** role as the funder of **SERVICES** by placing on all

final and/or disseminated versions of the **SERVICES** the following language. *This (report, project, issue brief, etc.) is supported by funding from the Episcopal Health Foundation.* Further, the statement will be accompanied with the **FOUNDATION** logo.

6.14 **Counterparts.** The signatures to this **AGREEMENT** need not all be on a single copy of this **AGREEMENT**, and may be facsimiles or electronic rather than originals, and shall be fully as effective as though all signatures were originals on the same copy.

[Signature page to immediately follow]

IN WITNESS WHEREOF, the authorized **PARTIES** have executed this **AGREEMENT** in multiple originals to be effective as of the **EFFECTIVE DATE** stipulated in paragraph one of this **AGREEMENT**.

FORT BEND COUNTY

BY: _____
Robert E. Hebert
County Judge

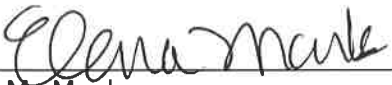
DATE: _____

EPISCOPAL HEALTH FOUNDATION:

BY:  _____
Shao-Chee Sim
Vice President of Applied Research
Episcopal Health Foundation

DATE: 10/18/17

APPROVED AND ACCEPTED:

BY:  _____
Elena M. Marks
President & Chief Executive Officer
Episcopal Health Foundation

DATE: 10/18/17

Exhibit A

Project Description: The Episcopal Health Foundation in partnership with the George Foundation and the Henderson-Wessendorff Foundation will support the Ft. Bend County Collaborative Information System (FBCCIS) to work toward their vision to improve service delivery to the County's most vulnerable populations. Ft. Bend County will facilitate the work of the FBCCIS, and serve as the fiscal agent for the Collaborative, which is housed within the County's Social Services Department. The Collaborative is currently comprised of the following seven organizations: Ft. Bend County Social Services, Ft. Bend County EMS/Community Paramedics, East Ft. Bend Human Needs Ministries, Ft. Bend Seniors Meals on Wheels, Katy Christian Ministries, Rosenberg-Richmond: Helping Hands and Second Mile Mission Center. This document details the immediate goals for FBCCIS. Timeframe: November 1, 2017 to October 31, 2018.

Goal 1: Manage and maintain the shared Ft. Bend County Collaborative Information System to ensure accuracy, efficiency and coordination of data.

Deliverable: Execution of contract

Deliverable: Hire a coordinator to manage the data collection system and provide administrative support for the collaborative.

Goal 2: Strengthen capacity of data base technology to track, connect, and maintain communication with target populations; and streamline data collection process.

Deliverable: Conduct assessment of the current system to inform buildout and to improve data analysis

Goal 3: Expand coalition membership to include broader Ft. Bend County stakeholders: health care providers businesses, churches, community members, government entities and nonprofits and other key stakeholders.

Deliverable: Develop a marketing plan informed by an assessment of the Collaborative's strengths and weakness to include key value-based messaging and marketing materials.

Goal 4: Develop a strategic plan that will be presented to the three partnering philanthropy organizations and county commissioners for funding.

Deliverable: Strategic plan that outlines the governance structure, operations, new initiatives, sustainability strategy, and program evaluation based on the planning meeting outcomes and input from the community.

Goal 5: Secure support from the funders to build capacity of the Collaborative to improve services.

Deliverable: A capacity-building plan that is co-developed with funders

Exhibit B

Budget: \$50,000

The **FOUNDATION** approval for each of the five deliverables will be made within seven (7) business days. If approval is not granted the **CONTRACTOR** has ten (10) business days to correct any issues identified before returning deliverable for payment.

Fee Schedule:

Due Date	Deliverable	Fee
November 1, 2017	Execution of Contract and receipt of an invoice	\$25,000
Upon Receipt	Assessment of Current Data Base System and receipt of an invoice	\$6,250
Upon Receipt	Marketing Plan to Expand Membership and receipt of an invoice	\$6,250
Upon Receipt	Strategic Plan and receipt of an invoice	\$6,250
Upon Receipt	Capacity-Building Plan and receipt of an invoice	\$6,250

Invoices for compensation shall be submitted to the following address:

Episcopal Health Foundation
ATTN: Sheryl Barmasse
500 Fannin Street, Suite 300
Houston, Texas 77002

Or by emailing to: sbarmasse@episcopalhealth.org

Checks should be made payable to Fort Bend County and payment forwarded to the following address:

Fort Bend County Social Services
ATTN: Anna M. Gonzales, MSW
301 Jackson Street,
Richmond Texas 77469