

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

**MEMORANDUM OF UNDERSTANDING BETWEEN FORT BEND COUNTY AND LINKAGE TO
HEALTH, INC. REGARDING HEP C EDUCATION AND PREVENTION**

This Memorandum of Understanding (Agreement) is entered into between Fort Bend County ("COUNTY"), acting herein by and through its Commissioners' Court and Linkage to Health, Inc. ("AGENCY"), a non-profit organization located in Pearland, Texas, and governed by the laws of Texas.

RECITALS

WHEREAS, both County and Agency wish to enter into this Agreement to work together to ensure that residents in Fort Bend County have access to healthcare services; and

WHEREAS, both County and Agency wish to provide effective service delivery, and maximize available resources; and

WHEREAS, this collaborative effort between County and Agency to respond to the growing healthcare needs of HEP C positive individuals in Fort Bend County serves a public purpose;

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

I. PURPOSE

This Agreement delineates the responsibilities of the County and Agency for activities related to the health services provided by the County and the Agency for HEP C education.

II. SCOPE

No provision in this Agreement limits the activities of the County in performing local and state functions.

III. GENERAL RESPONSIBILITIES

A. County and Agency agree to the General Responsibilities as outlined in the attached, Exhibit A.

B. Contacts:

County: Kaye Reynolds, DrPH
Deputy Director, Health & Human Services
4520 Reading Rd., Ste. A100
Rosenberg, TX 77471

Office: 281-238-3519
Cell: 832-407-7385
Pager: 281-434-6394
Kaye.Reynolds@fortbendcountytexas.gov

Ngombe Bitendelo, RN, BSN, MPH, CIC
Director, Clinical Health Services
Ngombe.Bitendelo@fortbendcountytexas.gov
281-238-3548

Agency: Linkage to Health, Inc.
Wayne Gosbee
Founder/CEO, Linkage to Health
info@linkagetohealth.org
844-254-6524x2

IV. COMPENSATION

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

V. 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 the Agency. No provision of this Agreement or act of Agency in performance of the Agreement shall be construed as making the Agency the agent, servant or employee of County, the State of Texas or the United States Government. The Agency is solely responsible for employee payrolls and claims arising therefrom. The Agency shall notify County of the threat of lawsuit or of any actual suit filed against the Agency pertaining to this Agreement or which would adversely affect the Agency's ability to perform services under this Agreement.

VI. CONFIDENTIALITY

- A. 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").
- B. 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.

- C. 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.
- D. 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.
- E. Agency in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- F. 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 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.

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

VIII. TIME OF PERFORMANCE

This Agreement shall remain in effect through December 31, 2018, and shall automatically renew each year for a period of five years ending on December 31, 2023, unless terminated through prior written notice by either party. Notice must be served at least 2 weeks (or 14 days) before the desired date of termination.

IX. LIABILITY

AS PERMITTED BY LAW, AGENCY SHALL INDEMNIFY AND DEFEND COUNTY 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.

X. 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:

If to County: Kaye Reynolds, DrPH
Deputy Director, Health & Human Services
4520 Reading Rd., Ste. A100
Rosenberg, TX 77471
Office: 281-238-3519
Cell: 832-407-7385
Pager: 281-434-6394
Kaye.Reynolds@fortbendcountytexas.gov

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

If to Agency: Linkage to Health, Inc.
Wayne Gosbee
Founder/CEO, Linkage to Health
info@linkagetohealth.org
844-254-6524x2

- 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.

XI. INSURANCE

- A. 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:
1. 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.
 2. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- B. 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.

- C. 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 two (2) years beginning from the time that work under the Agreement is completed.

XII. 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.

XIII. 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.

XIV. PUBLICITY

Agency 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. MODIFICATION

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

XIX. 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:

LINKAGE to HEALTH, INC.:

Robert E. Hebert, County Judge


Wayne Gosbee, CEO Founder

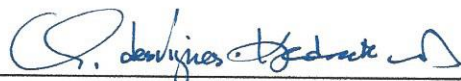
Date

1/29/2018
Date

ATTEST:

Laura Richard, County Clerk

REVIEWED BY:


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

01/29/2018
Date

EXHIBIT A

MOU, GENERAL RESPONSIBILITIES, LINKAGE TO HEALTH, INC.



EXHIBIT A-GENERAL RESPONSIBILITIES
Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is entered into by Linkage to Health, Inc. and Fort Bend County. The Parties intend that this Memorandum of Understanding (MOU) express their current understanding and intentions.

Purpose:

1. This memo serves to formally acknowledge a business understanding between Linkage to Health, Inc. and the Fort Bend County Clinical Health Services Department acting by and through Fort Bend County for the purpose of educating clients on HEP C prevention and cure, HCV testing (Ab & RNA), and to link clients who are suffering with HEP C to treatment & offer resources to the best of our abilities
2. It is the intent of both Linkage to Health, Inc. and the Fort Bend County Clinical Health Services Department to create a collegial and effective working partnership that will implement a package of services for persons at-risk of and living with Hepatitis C in the community aimed at strengthening the health-care capacity to diagnose and cure HCV infection.
3. This MOU does not give exclusive rights and/or referrals to Linkage to Health, Inc. or any of its partners for services and is just another resource for the Fort Bend County.

Agreement:

4. Linkage to Health, Inc. agrees to:
 - a. Coordinate and communicate with the Fort Bend County Clinical Health Services Department and its staff on any items or issues affecting client service provision or treatment care within the scope of this agreement and to assure the continuum of care;
 - b. Offer and provide Hepatitis C testing (Ab and/or RNA) for free pending funding availability according to grant proposal (Connect Texas) guidelines;
 - c. Provide collaborating organizations/clinics staff training on Viral Hepatitis;
 - d. Provide and maintain our online portals (linkagetocare.com & Link2Labs.com) for patient navigation, discount testing, and linkage to care services as a resource or option;
 - e. Develop data collection and reporting protocols for the purpose of writing grants, articles, or research papers;
 - f. Provide and maintain all tracking and/or data collection (de-identified, secure, and HIPAA compliant) pertaining to all clients/clinics that the Fort Bend County Clinical Health Services Department obtains to use via online portals associated with this account;
 - g. Link HCV+ individuals into care within the means, capabilities, and resources available in the area, and
 - h. Makes no representation or warranties of any kind, expressed or implied, that every individual will be given Hepatitis C treatment or any treatment based on diagnosis, health findings or on lab (blood) test results. If Linkage to Health, Inc. or its partners

identify individual as having liver cancer, liver tumor(s), end-stage liver disease, or any disease outside their scope they will provide information, referrals and resources to said individual and said individual will need to follow-up and follow-through with given recommendations as Linkage to Health, Inc. and its partners do not treat such ailments or diseases. This responsibility falls solely on the individual.

5. Fort Bend County Clinical Health Services Department agrees to:

- a. Provide prevention, education, and resources currently available to the community and offer any resources, ideas, comments, and thoughts to Linkage to Health, Inc. in order to expand, implement, connect, and improve services to the community.
- b. Inform clients of the Linkage to Health, Inc. resources such as Viral Hepatitis education, HCV testing, the online web portals (Link2Labs), and other services and will assist Linkage to Health, Inc. in identifying potential clients for Hepatitis C treatment and services that need it.
- c. Collaborate with other partners, organizations, clinics, etc. in the community that need Hepatitis C services and refer to Linkage to Health, Inc.

6. Both Parties Agree to:

- a. Comply with all applicable state and federal laws while conducting business for Linkage to Health, Inc. and the Fort Bend County Clinical Health Services Department.
- b. Compensation: No monetary compensation or consideration is given between Linkage to Health, Inc. and the Fort Bend County Clinical Health Services Department.
- c. Termination: Either party may dissolve this agreement with at least two weeks written notice which will give us enough time to allow current clients involved in the process to move toward resolution before ending.
- d. It is the intent of the Parties to create a collegial and effective working partnership that will implement a package of services for persons at-risk of and living with Hepatitis C in the community aimed at strengthening the health-care capacity to diagnose and cure HCV infection.
- e. It is the intent of both Parties, to successfully achieve the program objectives as listed in the grant proposal (Connect Texas).