

THE STATE OF TEXAS
COUNTY OF FORT BEND

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**PRELIMINARY MEMORANDUM OF UNDERSTANDING
BETWEEN FORT BEND COUNTY AND IEDA RELIEF
RELATING TO THE PURSUIT OF HEALTHCARE SERVICES**

This Preliminary Memorandum of Understanding is entered into between Fort Bend County ("COUNTY"), acting herein by and through its Commissioners' Court, on behalf of the Fort Bend County Clinical Health Services Department and IEDA Relief ("AGENCY"), a non-profit organization, governed by the laws of Texas, hereinafter collectively referred to as "Parties".

RECITALS

WHEREAS, IEDA Relief is an international organization that works to establish a stable environment and implements sustainable solutions that help people in need to become self-sufficient;

WHEREAS, County and Agency have agreed to enter into a collaborative agreement to respond to the growing health care needs of residents in Fort Bend County;

WHEREAS, both County and Agency wish to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

WHEREAS, both County and Agency wish to reduce duplication of service delivery, and maximize available resources, and the collaborative efforts serve a public purpose; and

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

I. PURPOSE

This Agreement articulates the policy and procedures to be used to implement activities required to meet deliverables assigned.

This Memorandum of Understanding ("Agreement") expresses the explicit intent of the Fort Bend County Clinical Health Services and partnering nonprofits to implement the objectives of the funding award, including such details as program scheduling, appropriate invoicing procedures, and monitoring/reporting requirements.

This Agreement is intended to provide guidance regarding the planned implementation of this Project within parameters established by the funding stream.

II. RELEVANT POLICY

- A. Applicable OMB Circulars (<http://www.whitehouse.gov/omb/>)
- B. Financial Manual for Grants and Contracts (State of Texas)
http://www.twc.state.tx.us/business/fmgc/fmgc_toc.html

III. GENERAL RESPONSIBILITIES

COUNTY DUTIES:

- A. County will monitor the delivery of services in a manner as determined by County in order to provide coordination of services and avoid duplication of services.
- B. County will provide Agency with a County point of contact to answer questions or concerns regarding the health services described in this Agreement.
- C. County will assure that any information gathered during the course of this Agreement will be kept in a secure manner.

AGENCY DUTIES:

- A. Agency will monitor the delivery of services in a manner as determined by County in order to provide coordination of services and avoid duplication of services.
- B. After receiving a signed client release from the client, Agency will provide to the County information regarding client's attendance at related medical appointments.
- C. Agency will provide County with an Agency point of contact to answer questions or concerns regarding the health services described in this Agreement.
- D. Agency will assure that any information gathered during the course of this Agreement will be kept in a secure manner.
- E. Agency agrees to refer and accept referrals for services as appropriate for clients.

IV. OTHER PROCEDURES

ADDITIONAL DUTIES:

- A. The parties will work together to develop the program in a manner which meets the contract's deliverables with particular attention given to meeting project benchmarks concerning the participation of a certain number of trainees;
- B. Agency will provide data documenting eligibility as required by the contract award;
- C. Agency will provide documentation related to expenditures or information required under the contract award;
- D. In the event invoicing is required, Agency will provide monthly invoices accompanied by documentation required by the contract award;

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- E. Agency will provide appropriate documentation and data to support the contract award;
- F. All parties in this project will negotiate in good faith with respect to protecting confidential information in the reporting of trainee performance.
- G. The parties will serve all eligible clients regardless of race, gender, sexual preference or religion, seeking to eliminate any discriminatory practices related to client care.
- H. The parties will seek to provide high quality care that exceeds the standards of care set by the governing bodies.
- I. The parties will keep communication open and on-going to review strategies for improving service delivery and ensure the objectives for this agreement are fully met.

V. COMPENSATION

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

VI. 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.

VII. 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

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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.

VIII. 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.

IX. TIME OF PERFORMANCE

The roles and responsibilities described above are contingent on County receiving funds requested for the project described in the grant application. Responsibilities under this Memorandum of Understanding would coincide with the grant period.

X. 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.

XI. 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: Kaye M. Reynolds, DrPH
Deputy Director, Health & Human Services
Fort Bend County Health & Human Services
4520 Reading Rd., Suite A100
Rosenberg, Texas 77471
Office: 281-238-3519
Cell: 832-407-7385
Pager: 281-434-6394
Kaye.Reynolds@fortbendcountytexas.gov

AND

Ngombe Bitendelo, RN, BSN, MPH, CIC
Director of Clinical Health Services
Fort Bend County Health & Human Services
4520 Reading Rd., Suite A100
Rosenberg, Texas 77471
Office: 281-238-3548
Fax: 281-342-7371
Ngombe.Bitendelo@fortbendcountytexas.gov

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

Agency: IEDA Relief
Attn: Chief Executive Officer
Brays Oaks Towers
10101 Fondren Road, Suite 570
Houston, Texas 77096

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.

XII. 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. 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.
2. 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.

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3. 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.
 4. Professional Liability insurance with limits not less than \$1,000,000.
- 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. MODIFICATION

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

XX. 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 Intentionally Left Blank}

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY:

Robert E. Hebert, County Judge

Date

ATTEST:

Laura Richard, County Clerk

IEDA RELIEF:


Phil Maanulwa, Chief Executive Officer

04.02.2018

Date