

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ADDENDUM TO ACCESS HEALTH MEMORANDUM OF UNDERSTANDING

THIS ADDENDUM (hereinafter "Addendum") is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, on behalf of Fort Bend County Social Services, (hereinafter "Social Services"), and AccessHealth, by and through Fort Bend LINC Administrator, (hereinafter "Administrator"), a 501(c)(3) nonprofit organization authorized to conduct business in the State of Texas. County and Administrator may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, County desires to expand access to rental assistance to qualifying Fort Bend County residents; and

WHEREAS, the Parties agree that entering into this Agreement will aid in improving and protecting the health of County residents and substantially further promote the public's safety, health, and welfare; and

WHEREAS, the Addendum and the attached "Memorandum of Understanding" (hereinafter "MOU") are hereinafter collectively referred to as the "Agreement."

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do mutually agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Subject to the terms of this Addendum, the Parties shall provide Services to the citizens of Fort Bend County through Fort Bend County Social Services (at no cost to Fort Bend County) as outlined in more detailed in the MOU, attached hereto as Exhibit A, and incorporated fully by reference.
3. **Term.** The term of the Agreement shall become effective upon execution by all Parties and continue for one (1) year thereafter, unless terminated sooner pursuant to the Agreement.
4. **Indemnity.** THE PARTIES AGREE THAT UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, COUNTY CANNOT ENTER INTO AN AGREEMENT WHEREBY COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY. THEREFORE, ANY AND ALL REFERENCES IN THE AGENCY PARTICIPATION AGREEMENT OF ANY KIND TO COUNTY DEFENDING, INDEMNIFYING, HOLDING OR SAVING HARMLESS

ADMINISTRATOR OR ANY OTHER PARTY, FOR ANY REASON WHATSOEVER, ARE HEREBY REMOVED DELETED.

5. **Public Information Act.** Administrator 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 Administrator 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.
6. **Applicable Law; Arbitration; Attorney Fees.** 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. County does not agree to submit disputes arising out of or related to the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted from the Service Agreement. Additionally, County does not agree to pay any and/or all attorney fees incurred by Administrator in any way associated with the Agreement.
7. **Assignment.** Neither party may assign this Agreement or delegate performance under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Any purported assignment of rights or delegation of performance in violation of this Section is void.
8. **Conflict.** In the event there is a conflict between this Addendum and the Memorandum of Understanding attached hereto as Exhibit A, this Addendum shall prevail to the extent of the conflict.
9. **Modifications.** The Parties may not amend or waive this Agreement, except by a written agreement executed by both Parties
10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, ADMINISTRATOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

11. **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.
12. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
13. **County Data.** Nothing in this Agreement will be construed to waive the requirements of §205.009 of the Texas Local Government Code.

{EXECUTION PAGE FOLLOWS}

{REMAINDER OF PAGE 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 Addendum and the attachments and exhibits hereto. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

FORT BEND LINC ADMINISTATOR

KP George, County Judge

Authorized Agent- Signature

Date

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, Clerk

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

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EXHIBIT A

(Follows Behind)



MEMORANDUM OF UNDERSTANDING

Effective Date: July 1, 2025

Initial Term Expiration Date: July 1, 2026

A. Parties

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by Fort Bend LINC Administrator ("Administrator"), located at 400 Austin St. Richmond, TX 77469, and Fort Bend County Social Services ("Service Provider"), located at 4520 Reading Rd, Suite A-900 Rosenberg, TX 7747, which are referred to individually as a "party" and collectively as the "parties."

B. Background and Purpose

Fort Bend LINC brings together various member agencies with expertise in social services including rental assistance services. This collaborative effort's first initiative is focused on providing accessible and efficient rental assistance programs to residents facing housing instability in Fort Bend County.

Both parties are committed to helping Fort Bend LINC achieve its mission of:

- Expanding access to rental assistance: Increasing the number of residents served by Fort Bend LINC programs.
- Streamlining service delivery: Ensuring efficient and effective processes for processing rental assistance applications.
- Promoting collaboration: Fostering a collaborative environment among member agencies and other community partners.
- Enhancing program effectiveness: Continuously monitoring and improving the quality and impact of rental assistance programs.

C. Effective Period

The term of this MOU shall commence on the date it is fully executed and continue for a full year unless sooner terminated in accordance with this MOU. This MOU exists between parties throughout the launch of the pilot.

D. Responsibilities of the Parties/Scope of Services

D.1. Service Provider Duties

D.1.1. Participation in the Administration & Operations of Fort Bend LINC

The Service Provider will be responsible for the following key activities:

1. **Program Implementation** - Deliver the following services as part of the Fort Bend LINC collaborative in accordance with the Strategic Plan:
 - Rental assistance
 - Client navigation (beyond the initial intake into LINC)
 - Landlord verification
2. **Public Engagement, Outreach, and Communication** - Implement specific activities of the comprehensive communications strategy including:
 - Inter-agency communications through the communication channels managed and facilitated by the Administrator
 - Client communications to keep community partners and the public informed about the Fort Bend LINC initiatives
 - Guided intake support & ongoing training
3. **Data Collection** - Update the Fort Bend LINC system on an ongoing basis with the data described below:
 - Acceptance of cases
 - Status updates
 - Funding updates
 - Landlord information
4. **Reporting for Compliance & Controls Implementation** - Provide reports to the Administrator in accordance with relevant regulations and compliance requirements governing rental assistance programs, including:
 - Budgets
 - Financial records
 - Reporting as requested by the Administrator

D.1.2. Participation in the Steering Committee

1. **Commitment** - Assign at least one dedicated representative to be a voting member of the Fort Bend LINC Steering Committee. The representative will participate in meetings scheduled by the Administrator.

- A schedule of meetings will be circulated by the Administrator.
- Regularly scheduled Steering Committee meetings will be held monthly, in person.
- The Administrator may schedule additional special meetings including subcommittees, if needed, with at least two weeks' notice.
- Subcommittee meetings will be held virtually.

2. Steering Committee Responsibilities

- Determine and pass bylaws, policies, and processes to guide the Committee's operations.
- Set the vision in strategic planning, program design and branding, compliance and controls, web and portal development, and communications strategy for the Administrator to build and implement.
- Work with the Administrator to estimate the level of services necessary to achieve Fort Bend LINC's mission.
- Provide oversight of program administration by developing and following accountability processes for the Administrator.
- Provide guidance and support to the Administrator for fundraising & advocating for increased resources.

3. Governance

- Fort Bend LINC's operations will be governed by the Charter.
- The Charter will be developed in collaboration between the Administrator and Steering Committee.
- The Charter will designate a board of community partner representatives to be decided by majority vote of the Steering Committee.
 - The Steering Committee may develop and follow accountability processes for the Charter.

D.2. Administrator Duties

D.2.1. Commitment

Administrator will fulfill the commitments set forth in its role as coordinator of the Fort Bend LINC program and assume all responsibility associated with the achievement of the Commitment, including:

- Scheduling and facilitating all Steering Committee meetings
- Managing communication channels for inter-agency collaboration
- Providing guidance and support for program implementation
- Maintaining the Fort Bend LINC system for data collection and reporting

D.2.2 Responsibilities

The administrator will collaborate on the following key activities with the Steering Committee:

- Strategic Planning
- Program Branding
- Fundraising and Resource Advocacy
- Public Engagement, outreach, ad communications
- Ongoing Training and support
- Landlord data management

The administrator will be responsible for the following key activities:

- Program Design
- Facilitate Webtool and Portal Development
- Compliance and Controls Implementation
- Data Analysis and Needs Collection

E. Deliverables

The Service Provider will deliver the following monthly:

- At least one partner representative to attend LINC meetings hosted by Administrator
- Confirmation of current data inputs in the system

The Administrator shall deliver the following:

- A comprehensive strategic plan for Fort Bend LINC
- Training materials and programs for member agencies
- Regular reports on program performance and client outcomes
- Communication materials for outreach and engagement activities

F. Confidentiality

1. During implementation of the Commitment, the parties may make available to each other certain Confidential Information (as hereinafter defined) or one party may otherwise learn of Confidential Information belonging to the other party.
2. For purposes of this MOU, "Confidential Information" means any and all confidential or proprietary information regarding a party or its business, including, without limitation, reports, data, processes, techniques, marketing, and other information, whenever conceived, originated, discovered or developed, concerning any aspect of its business, whether or not in written or tangible form.
3. Each party shall hold in strictest confidence any of the other party's Confidential Information.
 - The parties shall restrict access to the Confidential Information to those of their personnel with a need to know and who are engaged in a permitted use of the Confidential Information.
 - The parties shall not distribute, disclose or convey Confidential Information to any third party.
 - The parties shall not copy or reproduce any Confidential Information except as reasonably necessary to perform any obligations hereunder.
 - The parties shall not make use of any Confidential Information for its own benefit or for the benefit of any third party.
4. The foregoing notwithstanding, the parties shall not be in violation of this subsection in the event that a party is legally compelled to disclose any of the Confidential Information, provided that in any such event the disclosing party will provide the other party with reasonably prompt written notice prior to any such disclosure so that the non-disclosing party may obtain a protective order or other confidential treatment for the Confidential Information, and in the event that a protective order or other remedy is not obtained by the non-disclosing party, the

disclosing party will furnish only that portion of the Confidential Information which is legally required to be furnished.

G. Right to Terminate with Notice

Either party, Administrator or Service Provider, may terminate this MOU at any time by giving at least 90 days' notice in writing of its intent to the other party.

H. Miscellaneous

H.1. Assignment

Neither party shall assign this MOU without the prior written consent of the other party.

H.2. Successors

This MOU is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns to all the business or any covered brand or business unit.

H.3. Entire Understanding

This MOU constitutes the entire understanding between the parties as to the services covered by the MOU and supersedes all prior understandings and agreements, oral or written.

H.4. Amendments

All amendments to and modifications of this MOU must be in writing and signed by an authorized representative of each party.

H.5. Liabilities in Cases of Force Majeure

In the case either party is unable to fulfill their obligations in the case of a natural disaster, acts of God, actions or decrees of governmental bodies, or communications line failure not the fault of the affected party (referred to as a "Force Majeure Event"), no party shall hold the other party liable for not fulfilling obligations outlined in this Understanding and its Exhibits.

H.6. Indemnification

Each party agrees to indemnify, defend, and hold the other party, and its respective Executive Directors, officers, employees, and agents, harmless from and against any and all liabilities, demands, claims, actions, or causes of action, assessments, judgments, losses, costs, damages or expenses, including reasonable attorneys' fees, sustained or incurred resulting from or arising out of or by virtue of its own acts or omissions in its

performance of its duties hereunder. The obligations set forth in this section shall survive the termination of the MOU.

H.7. Representations and Warranties

Each party warrants that:

1. It is duly authorized and exists under the laws of its respective jurisdiction and is in good standing under the applicable laws of such jurisdiction;
2. It has the corporate authority and power to enter this MOU;
3. The person executing this MOU on behalf of the party is fully authorized to do so; and
4. There are no legal restrictions or bars to such party entering this MOU.

H.8. Insurance

Each party shall maintain, at its own cost and expense, commercial general liability insurance throughout the performance of this MOU.

H.9. Nonprofit Status

No party shall do anything that would jeopardize any other party's federal, state, or local tax exemptions (including, without limitation, federal tax-exempt status as an organization described under Section 501(c)(3) of the Internal Revenue Code). Notwithstanding the other provisions of this MOU, if any party is in jeopardy of the loss of any tax exemption because of this MOU, such party shall have the right to terminate this MOU immediately.

I. Notice

Any notice required under this MOU shall be in writing and may be given via certified mail, return receipt requested, by recognized overnight delivery service, by facsimile, electronic mail, or by hand, at the addresses listed below.

FOR Administrator:

Attn: Darci Moore Email: dmoore@myaccesshealth.org

FOR Service Provider:

Attn: Shannon Gore Email: Shannon.Gore@fortbendcountytexas.gov

[Signatures on following page]

Signatures

IN WITNESS WHEREOF, the parties hereto have hereinafter executed this MOU on the last date and year written below.

FOR Administrator:

Darci Moore, Population Health Program Manager

Name, Title

DATE (MM/DD/YYYY)

FOR Service Provider:

Shannon Gore, Social Services Division Manager

Name, Title

DATE (MM/DD/YYYY)