

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BETWEEN FORT BEND COUNTY HEALTH & HUMAN SERVICES AND
THE UNIVERSITY OF TEXAS AT AUSTIN

THIS ADDENDUM (“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 Health & Human Services, and The University of Texas at Austin with regards to the Texas Tobacco Quitline (hereinafter “University”), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a “party” or collectively as the “parties”).

RECITALS

WHEREAS, the parties have accepted the Memorandum of Understanding between Fort Bend County Health & Human Services and The University of Texas at Austin, (hereinafter the “Agreement”), attached hereto as Exhibit “A” and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Term.** The term of the Agreement shall become effective as of the date of the signing of this Addendum by all parties and terminate on September 30, 2025, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.
3. **Public Information Act.** University 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 University 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.
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, all references of any kind to County defending, indemnifying, holding or saving harmless University for any reason are hereby deleted.
5. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by University in any way associated with the Agreement.
 6. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
 7. **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.
 8. **Applicable Law.** 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.
 9. **Compliance with Laws.** University 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, Workers' Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, University shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
 10. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, University hereby verifies that University and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, University does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, University does not boycott energy companies and is authorized to agree in such contracts not to boycott

energy companies during the term of such contracts. “Boycott energy company” has the meaning provided in § 809.001 of the Texas Government Code.

- d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, University does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. “Discriminate against a firearm entity or firearm trade association” has the meaning provided in § 2274.001(3) of the Texas Government Code. “Firearm entity” and “firearm trade association” have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, UNIVERSITY 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.
12. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
13. **Conflict.** In the event there is a conflict between this Addendum and the attached Exhibit, this Addendum controls to the extent of the conflict.
14. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term, and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
15. **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.
16. **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.
17. **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}

IN WITNESS WHEREOF, this Addendum 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 exhibit(s) hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

Fort Bend County

KP George,
County Judge

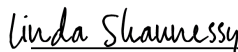
Date

Attest:

Laura Richard, County Clerk

The University of Texas at Austin

DocuSigned by:



D4E47F3704-EAB6-4DE7-B016-7A4F5B5FA04F

Authorized Agent- Signature

Linda Shaunessy

Authorized Agent- Printed Name


Business Contracts Administrator

Title

2025-08-22 | 10:50:25 PDT

Date

Reviewed By:



Letosha Gale-Lowe, MD
Director, Health and Human Services

Exhibit A: Memorandum of Understanding between Fort Bend County Health & Human Services and The University of Texas at Austin

i:\agreements\2025 agreements\hhs\texas quitline mou (25-hhs-100971)\addendum to texas quitline mou (kcj - 8.18.2025)

EXHIBIT A

(Follows Behind)



Memorandum of Understanding
between
Fort Bend County Health & Human Services
and
The University of Texas at Austin

Purpose: This Memorandum of Understanding (the 'MOU') constitutes an agreement between **Fort Bend County Health & Human Services (FBCHHS)** and **The University of Texas at Austin** with regards to the **Texas Tobacco Quitline** under the terms and conditions set forth below. UT Austin and FBCHHS are the "**Parties**" covered by this agreement.

Initiative The Initiative that this agreement pertains to is entitled the **Texas Tobacco Quitline**, which is an initiative that includes tobacco and vaping cessation programmatic efforts.

Project The Project that this agreement pertains to aims to integrate the Texas Tobacco Quitline into Fort Bend County Health and Human Services' Electronic Health Record, CureMD, to increase and improve referrals for counseling and treatment related to tobacco and vaping cessation.

A. Fort Bend County Health & Human Services (FBCHHS) Roles and Responsibilities

- 1) Integrate an eTobacco protocol into its EMR system that allows for automatic daily data transfers (name, primary clinic, best time to contact, and phone number) ("Patient Data Fields") for patients who agree to be referred to Quitline.

B. University Roles and Responsibilities

- 1) Facilitate communication between FBCHHS and the Texas Department of State Health Services funded "Quitline". This communication will establish the technical connection required to transfer referral data of patients who are willing to use the Quitline services to quit using tobacco.
- 2) Disburse funds as outlined in this MOU.

C. Term. The term of this MOU lasts through **September 30, 2025.**

D. Financial Terms.

(1) Project Costs. The maximum Project cost payable to FBCHHS is a one-time \$4,000.

(2) Payment Schedule. The Project payment will occur following the Fort Bend County Commissioners Court approval of the MOU and its Appendix.

E. Conflict Resolution. In the event of a dispute, the parties agree to try to resolve the matter informally. If that does not succeed, the parties will use arbitration prior to seeking other legal action or recourse. This MOU shall be governed by the laws of the State of Texas shall be the forum for the filing of any claims or lawsuits.

F. Point of Contact for Each Organization. The principal points of contact and contact information for the Project are:

For FBCHHS: Gwen J. Sims, MEd, RDN, LD, Community Health and Wellness Division Manager, 281-238-3233, Gwendolyn.Sims@fortbendcountytexas.gov

For UT Austin: Ashley LeMaistre, Senior Outreach Program Coordinator – Tobacco Research and Evaluation Team, 512–232-9307, ashley.lemastre@austin.utexas.edu

G. Termination. This MOU may be terminated if a Party has received notice of non-compliance with a term in the MOU and has not corrected that problem within 30 days.

H. Entire Agreement. This MOU represents the agreement between the Parties and shall not be modified in any way except by written instrument executed by both Parties.

The authorized representatives of the Parties hereby execute this MOU.

For University of Texas at Austin:

For Fort Bend County Health & Human Services:

DocuSigned by:

D9E4716847F042B...

By: _____

Name Printed: Linda Shaunessy

Name Printed: KP George

Title Printed: Business Contracts Administrator

Title Printed: County Judge

Date: 2025-08-22 | 10:50:25 PDT

Date: _____