

C 175627
NCA

MEMORANDUM OF UNDERSTANDING
BETWEEN
FORT BEND COUNTY
AND
THE CITY OF HOUSTON

This Memorandum of Understanding (MOU) is between **Fort Bend County**, a political subdivision of the State of Texas ("County"), and the **City of Houston** ("the City"), a home-rule city of the State of Texas, acting by and through its Houston Department of Health and Human Services ("HDHHS") Bureau of Oral Health ("BOH") and Harris County Area Agency on Aging (HCAAA), the Parties.

RECITALS:

1. The County supports the City's Geriatric Dental Services (GDS) Program wherein the City provides targeted dental services for indigent seniors, ages 60 years and older, living in Fort Bend and Harris Counties;
2. The County supports the City's HCAAA wherein the City provides supportive services for older individuals living in Harris Counties, as mandated by the Older Americans Act of 1965 and its subsequent amendments;
3. County has determined that such services are in support of its seniors' health promotion programs and has agreed to allow certain usage of the PINNACLE Senior Center ("PINNACLE Center") located in Fort Bend County for such programs, as provided herein;
4. The goal of the partnership between the City and County is to promote overall health of seniors through the provision of oral health services and the coordination of supportive services. The key objectives are as follows:
 - To provide targeted preventive focused oral health services to improve the oral health of seniors;
 - To connect the seniors with a location for ongoing dental services.
 - To provide geriatric dental services training opportunity for University of Texas School of Dentistry and Dental Hygiene students; and

NOW THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the parties hereto agree as follows:

I. SERVICES TO BE PROVIDED BY THE CITY:

Within the dental clinic which is housed in the PINNACLE Center, the City agrees to provide targeted dental services for seniors identified and/ or referred by HCAAA. The dental services may include:

- Diagnostic dental services;
- Preventive dental services;
- Restorative dental services;
- Prosthodontic dental services; and
- Surgical dental services.

The City also agrees to:

- Refer the patients for endodontic, periodontal, prosthodontics, surgical, and other specialized services, as indicated.
- Provide the necessary equipment, instruments, and supplies to provide dental services.
- Upon completion of the targeted preventive focused oral health services, link the patients with a location for routine ongoing dental care.
- Collect data and generate reports required by HDHHS.
- Provide forms for surveys to assess risk and prevalence, as appropriate.
- Dispose of biomedical waste.
- Maintain the dental equipment.
- Provide the following items for network access to HealthTrack, the City's clinical management information system:
 - 4 dual network drops
 - 1 24-port patch panel
 - 1 24 port switch
 - T1 or Phonoscope connectivity

Both parties agree that upon the termination of this agreement the City will terminate the T1 or phonoscope connectivity and remove the 24 port switch; however, the patch panel and the network drops will remain as fixtures.

Additionally, the City agrees to coordinate the provision of supportive services for seniors at the PINNACLE Center.

These services will be provided by City personnel and its partners between the times of 7:30 AM – 4:30 PM, twice weekly, or as designated by HDHHS.

Appointment scheduling will be managed by City staff in communication with HCAAA and the PINNACLE staff .

The City will seek input from The PINNACLE staff to provide the name and contact information of identified seniors needing services from HCAAA.

II. SERVICES TO BE PROVIDED BY County:

County agrees to provide the following services during the term of this MOU:

- The dental clinic space to provide dental care for qualified seniors from Fort Bend County and HCAAA at the Pinnacle Center
- Public internet network access.
- A locked room where dental and program records will be stored.
- Consultation area for HCAAA to consult with seniors regarding their supportive service needs.

III. TERM

The term of this MOU shall be effective from the date of the last signature hereunder, unless terminated earlier by either party as provided in the termination section of this MOU and shall terminate on the one year anniversary.

IV. RENEWAL

Unless either party terminates this MOU by providing written notice of termination to the other party not less than thirty (30) nor more than one hundred twenty (120) days prior to the expiration of the then-current term (whether initial or extended), the term of this MOU shall be automatically extended upon expiration of the initial term of this Agreement for four (4) successive one-year terms each upon the same terms and conditions.

V. TERMINATION

This MOU may be terminated prior to the expiration of the term hereof as follows:

- By County upon 3 calendar days' notice if the work is not provided in a satisfactory and proper manner as determined by PINNACLE Center.
- By mutual written agreement of the parties;
- By either party without cause, upon one hundred twenty (120) days prior written notice to the other party as provided below.

VI. NOTICES

All notices to either party to the MOU must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address given for notices or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

Fort Bend County
Health and Human Services Department
Attn: Kaye Reynolds
Deputy Director
4520 Reading Rd., Suite A-100
Rosenberg, TX 77471

And

Houston Department of Health and Human Services
Bureau of Oral Health
8000 N. Stadium Drive
Houston TX 77054-1823
832-393-4876

VII. CURRENT REVENUES

The City has not allocated any funds for the services to be provided pursuant to this MOU and has no obligation to make any payments hereunder. Each party paying for the performance of governmental functions or services under this MOU must make those payments from current revenues available to the paying Party. In the event the City does not appropriate or allocate funds for the purpose of providing dental services for the seniors, the sole remedy of the County is to terminate this MOU.

VIII. GOVERNING LAW

This MOU is governed in all respects by the Constitution and laws of the State of Texas. Nothing in this MOU shall be construed to waive either party's sovereign immunity.

IX. RELATIONSHIP OF THE PARTIES

This MOU is not intended to and shall not create a partnership, joint venture or joint enterprise among the parties. It is understood and agreed by the parties that the personnel of one party shall not be considered employees, agents, partners, joint ventures, or servants of any other party to this MOU. The parties are undertaking governmental functions or services under this MOU and the purpose hereof is solely to further the public good, rather than any pecuniary purpose. The party undertaking work under this MOU shall control the direction, details and management of such work.

X. COMPLIANCE WITH OTHER LAWS

The parties shall observe and comply with all federal, state, and local laws, rules, ordinances, and regulations in any manner affecting the conduct of the services herein provided and performance of all obligations undertaken by this MOU, including but not limited to the Health Insurance Portability and Accountability Act, as it is amended from time to time.

XI. SIGNATURES

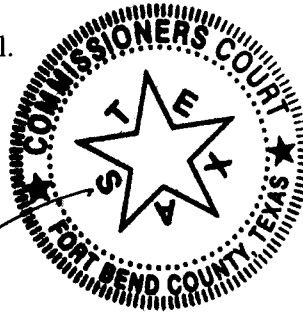
The parties have executed this MOU in multiple copies, each of which is an original.

WITNESS/SEAL:

By: *Dianne Wilson*
Name: *Dianne Wilson*
Title: *County Clerk 3-25-14*

FORT BEND COUNTY

By: *Robert Hebert*
Name: Robert Hebert
Title: County Judge *3-25-2014*



ATTEST/SEAL:

Christine Russell
City Secretary

CITY OF HOUSTON, TEXAS

Signed by:

Annise D. Parker
Mayor *Annemola Washington*

APPROVED:

[Signature] *FRSLW*
Director, Houston Department of
Health & Human Services

COUNTERSIGNED BY:

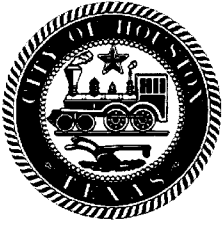
Ronald C. Shaw
City Controller *Ch B. [Signature]*

APPROVED AS TO FORM:

Lani P. Ugeya
Sr. Assistant City Attorney
L.D. File No. 0381400016001
LPN20271

DATE COUNTERSIGNED:

3-17-14



CITY OF HOUSTON

Department of Health and Human Services

Annise D. Parker

Mayor

Stephen L. Williams, M.Ed., MPA
Director
Houston Department of Health
and Human Services
8000 N. Stadium Drive
Houston, Texas 77054-1823

T. 832-393-5169
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www.houstontx.gov
www.houstonhealth.org

March 18, 2014

Kaye Reynolds
Deputy Director
Fort Bend County
Health and Human Services Department
4520 Reading Rd., suite A-100
Rosenberg, TX 77471

RE: Contract # C75672 – Memorandum of Understanding Between Fort Bend County and
City of Houston

Dear Ms. Reynolds:

Enclosed please find two originals of the above-referenced agreement which have been signed by the Director of the Houston Department of Health and Human Services and the Mayor of the City of Houston. Please have both agreements executed and return one fully executed agreement to:

Michele Austin
Houston Department of Health and Human Services
8000 N. Stadium Drive
Houston, TX 77054

Thank you for the opportunity to work with Fort Bend County on this project.

Sincerely,

Michele Austin
Division Manager, Contracts and Procurement