

STATE OF TEXAS §
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 COUNTY OF FORT BEND §

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING
 BETWEEN FORT BEND COUNTY HEALTH & HUMAN SERVICES AND
 THE INSTITUTE FOR SPIRITUALITY AND HEALTH AT THE TEXAS MEDICAL CENTER**

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 Institute for Spirituality and Health at the Texas Medical Center, (hereinafter “ISH”), 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 Institute for Spirituality and Health at the Texas Medical Center, (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 is April 1, 2024 through June 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.** ISH 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 ISH 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 ISH for any reason are hereby deleted.

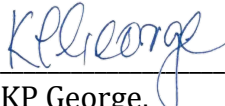
5. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by ISH in any way associated with the Agreement.
6. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration 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.** ISH 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, ISH 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, ISH hereby verifies that ISH 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, ISH 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, ISH 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, ISH 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, ISH 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.

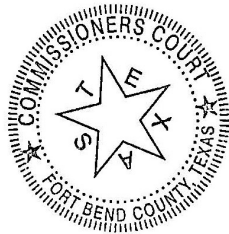
Fort Bend County



KP George,
County Judge

June 25, 2024

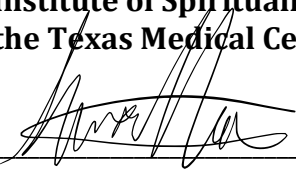
Date



Attest:


Laura Richard, County Clerk

**Institute of Spirituality and Health at
the Texas Medical Center**



Authorized Agent- Signature

Stuart Nelson

Authorized Agent- Printed Name


President / CEO

Title

06/12/2024

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 Institute for Spirituality and Health at the Texas Medical Center

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EXHIBIT A
(Follows Behind)



Memorandum of Understanding
between
Fort Bend County Health & Human Services
and
Institute for Spirituality and Health at the Texas Medical Center

Purpose: This Memorandum of Understanding (the 'MOU') constitutes an agreement between **Fort Bend County Health & Human Services (FBCHHS)** and the **Institute for Spirituality and Health (ISH)** with regards to **Cities for Better Health - Houston (Initiative)** and the **Faith & Diabetes Initiative (Project)** under the terms and conditions set forth below. ISH and FBCHHS are the "**Parties**" covered by this agreement.

Initiative The Initiative that this agreement pertains to is entitled **Cities for Better Health – Houston (CBH)**, which is an initiative involving multiple stakeholders and projects working together to address diabetes, obesity, and overall health and wellbeing in the Greater Houston area.

Project The Project that this agreement pertains to is entitled the Faith & Diabetes Initiative, which involves implementing 6-week Diabetes Self-Management and Education Support (DSMES) groups in community-based settings. The Project is a component of the Initiative.

A. Fort Bend County Health & Human Services Project Activities.

- 1) Plan and execute at least four Faith & Diabetes DSMES cohorts in faith-based and community-based settings. Each cohort consists of 6 classes. Proper execution of classes includes but is not limited to logistical considerations such as securing space for classes, marketing classes, and providing trained facilitators for each class.
- 2) Regularly communicate with ISH's FaithHealth Project Coordinator to ensure programmatic success and to provide project updates, including program successes.
- 3) Appoint a representative to oversee Project activities and serve as a Project liaison.

B. ISH Project Activities

- 1) Provide DSMES facilitator materials, participant manuals, and toolkits for each cohort.
- 2) Include FBCHHS representatives in relevant communications with regards to the Initiative.
- 3) Support the Project's success by leveraging CBH Houston stakeholder assets, including evaluation support from the Initiative's evaluation partner, and

coordination support from the Program Manager and FaithHealth Project Coordinator of CBH.

4) Disburse funds as outlined in this MOU.

C. **Term**. The term of this MOU lasts from April 1, 2024 - June 30, 2025.

D. **Financial Terms**.

(1) **Project Costs**. The maximum Project costs payable to FBCHHS are \$3000.

(2) **Payment Schedule**. The Project payment schedule is arranged accordingly, with \$500 due to FBCHHS upon completion of each DSMES cohort it runs, up to 6 cohorts. A cohort is considered "completed" when the sixth class in that cohort has concluded, and an evaluation focus group has occurred.

E. **Copyright Rights**. Each Party shall retain its rights in the intellectual property that it provides, creates, or revises under this Project.

F. **Confidentiality**. Each party agrees in perpetuity to protect each other's confidential information from unauthorized dissemination and use with the same degree of care that such party uses to protect its own like information.

G. **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.

H. **ISH's Research and Project Results**. ISH shall have the right to use and release any findings or results related to the Project, but shall not identify any Project participants without the authorization of FBCHHS. Research and results dissemination will be conducted in collaboration with FBCHHS.

I. **Use of Logo and Trademarks**. Each Party grants the other a limited, non-exclusive, nontransferable, non-assignable, revocable right and license to use the other's name and registered trademarks, with prior written notice to the other and approval of the final collateral, in connection with the terms of this MOU.

J. **Non-Assignment**. Neither Party shall assign in whole or part their responsibilities under this MOU without the prior written consent of the other Party.

K. **Indemnity**. Each Party to the extent of its negligence hereby indemnifies the other Party.

L. **Healthcare Professional Reporting** Any funds used to support or given to healthcare professionals including honorarium, travel expenses, meals, etc., need to be tracked and reported to ISH as part of Federal and State Sunshine Act reporting requirements.

M. 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 ISH: Stuart Nelson, President & CEO, 713.822.2859, snelson@ish-tmc.org

N. 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.

O. 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 ISH:

By:  _____

Name Printed: Stuart Nelson

Title Printed: President/CEO

Date: 06/12/2024

For Fort Bend County Health & Human Services:

By:  _____

Name Printed: KP George

Title Printed: County Judge

Date: June 25, 2024