

MEMORANDUM OF UNDERSTANDING (MOU) Between AIDS Healthcare Foundation and Fort Bend County Health and Human Services

This Memorandum of Understanding ("MOU") by and between AIDS Healthcare Foundation ("AHF") and Fort Bend County Health and Human Services (FBCHHS) is effective upon the date of AHF's signature below.

Fort Bend County Health and Human Services (FBCHHS) is the local health department for Fort Bend County whose mission is to promote and protect the health and well-being of the residents of Fort Bend County through disease prevention and intervention, public health emergency preparedness and response, community engagement, and helping to assure the equitable provision of basic human needs.

AHF is a non-profit organization that provides medical treatment, testing services and advocacy on behalf of people with HIV/AIDS regardless of ability to pay.

A. PURPOSE

The purpose of this MOU is to link AHF and Fort Bend County Health and Human Services' (FBCHHS) services to provide a comprehensive and coordinated continuum of care.

B. FBCHHS RESPONSIBILITIES

- 1. Consistent with patient choice, and as appropriate for an individual patient's condition, Fort Bend County Health and Human Services will provide the following services:
 - HIV Testing
 - Referrals for HIV treatment
 - Linkage to Care, which will include:
 - o One-on-one guidance and support
 - o Health education and risk reduction counseling
 - Assistance with clinic registration paperwork
 - o Partner testing
- 2. Consistent with patient choice, and as appropriate for an individual patient's condition, Fort Bend County Health and Human Services will refer patients who may benefit from linkage to HIV clinical care services to AHF.

C. AIDS HEALTHCARE FOUNDATION'S RESPONSIBILITIES

1. As appropriate for an individual patient's condition, and consistent with patient choice, AHF will provide patients referred by Fort Bend County Health and Human Services with some or all of the following services.



- i. Rapid Testing for HIV/Syphilis/ HBV
- ii. Linkage to Care, which will include:
- o One-on-one guidance and support
- o Health education and risk reduction counseling
- o Assistance with clinic registration paperwork
- Partner testing
- o Immediate scheduling for the client's first two medical appointments
- Treatment, care and pharmaceutical needs, regardless of the ability to pay.
- 2. Consistent with patient choice, and as appropriate for an individual patient's condition, AHF will refer patients who may benefit from the services provided by FBCHHS' Clinical Health Services Division.

D. MUTUAL RESPONSIBILITIES

- Both parties agree to protect and maintain the confidentiality of all patients in accordance with Health Insurance Portability and Accountability Act ("HIPAA") requirements.
- Neither party shall discriminate against any patient on the basis of race, color, national origin or ancestry, religion, sex (including gender identity), sexual orientation, marital status, age, or disability.
- Both parties agree to case conferences as needed to maximize coordination of the patient's treatment plan and participate in a quarterly educational and/or coordination of services meeting.
- Both parties shall comply with the Ryan White Program and its regulations, as applicable.
- Both parties agree to retain all records in their original form for a period of three (3) years after the termination of this MOU or such other minimum retention period as required by law or AHF's Ryan White contract.
- This MOU is non-exclusive and the parties reserve the right to enter into similar agreements with other parties.
- The parties expressly agree that no relationship of employer/employee, agent, joint venture, or partner, shall be created by this agreement between the parties or their directors, officers, agents or employees. Nothing in this MOU shall be interpreted as creating an employment relationship.
- The parties agree that they will never act or represent that they are acting as an agent of the other, or incur any obligations on the part of the other party.
- This MOU may be amended by written consent of both parties.
- This MOU may be terminated by either party at any time for any reason upon providing the other party with thirty (30) days' prior written notice.
- Neither party is paying any remuneration of any kind to either party for any referrals or for any of the services described in this agreement.

This MOU is effective for the period of 2 years: July 1, 2024- July 1, 2026



For: AIDS Healthcare Foundation (AHF) Contacts: Date Executed 10/9/24 Whitney Engeran Cordova Mobile: 562-682-1075 Address: AHF Public Health Division 4905 Hollywood Blvd., Los Angeles, CA 90027 Email Address: Whitney.Engeran@ahf.org With a Copy to: Shamyra (Shay) Williams Contracts Manager Mobile: (346) 353-3227 Office ext.: 13051 Email: Shamyra. Williams@ahf.org For: Fort Bend County, Texas Contacts: Date Executed February 11, 2025 KP George, Fort Bend County Judge Address: 401 Jackson St Richmond TX 77 469 Email Address: FBC.Judge@fortbendcountytx.gov Date Executed February 13, 2025 Laura Richard, Fort Bend County Clerk

With a copy to:

Fort Bend County Health and Human Services 4520 Reading Rd, Rosenberg, TX 77471 Email Address: hhs@fortbendcountytx.gov