

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
TOM GREEN COUNTY TEXAS
AND
SHANNON MEDICAL CENTER
AND
FOUNDATION FOR BETTER HEALTH

This Memorandum of Understanding (MOU) is entered into by and between Tom Green County, a legal and political subdivision of the State of Texas, hereinafter designated (“County”) and Shannon Medical Center, a nonprofit corporation and The Foundation for Better Health, a nonprofit corporation. Each entity may be hereinafter referred to as the “Party” or “Parties.”

RECITALS

WHEREAS, the Parties recognize there are gaps in the healthcare knowledge and access to medical treatment for certain vulnerable populations within Tom Green County; and

WHEREAS, this lack of knowledge and access to resources may contribute to preventable hospitalizations for numerous county residents; and

WHEREAS, the Parties believe that a coordinated effort to educate residents would reduce preventable hospitalizations;

NOW, THEREFORE, the Parties agree as follows:

I. **General.** Tom Green County has been awarded a contract from the Department of State Health Services (#2016-003803-00, attached as Exhibit) (the “DSHS Contract”), aimed at reducing the number of preventable hospitalizations related to three health conditions: 1) congestive heart failure, 2) chronic obstructive pulmonary disease, and 3) complications of diabetes. The purpose of this MOU is to enlist partners and create a framework to effectuate the DSHS Contract.

II. **Duties of the Parties.** Tom Green County has constructed a Plan of Action to accomplish the performance measures set forth in the DSHS Contract. (See Plan of Action for Tom Green County attached hereto as Exhibit B) (the “Plan”). The Plan includes providing counseling, case management and education to individuals with the disease states listed in the DSHS Contract (the “Services”). The Services will be provided to Tom Green County residents likely to benefit from the Services regardless of such residents’ race, color, creed, sex, age, disability, or national origin. The County shall be responsible for identifying the residents eligible to receive Services. Through this MOU, the County intends to utilize the resources of the Foundation for Better Health and Shannon Medical Center to provide many of the Services set forth in the Plan to the eligible participants. Each party shall conform to standards not less than those required by the applicable laws and regulations of any local, state or federal regulatory body, as the same may be amended from time to time. In the absence of applicable laws and regulations, each party shall conform to applicable standards of professional practice. Each party shall devote such time and effort as may be necessary to attain these objectives.

III. **Financial Compensation.** The County shall use funds designated for the Contract to facilitate the necessary Services. The County will remit quarterly payments once funds are received from the State to pay the costs associated with facilitating the plan of action. The parties will follow county purchasing policy and comply with all applicable State laws related to payments.

IV. **Indemnification.** Each Party agrees to indemnify and hold harmless the other Parties, their officers, directors, shareholders, agents and employees against all liability, claims, damages, suits, demands, expenses and costs (including but not limited to, court costs and reasonable attorney's fees) of every kind arising out of the indemnifying Party's performance of its duties under the MOU.

V. **HIPAA.** The Parties expressly agree to comply with all applicable patient information privacy and security regulations set forth in the Health Insurance Portability and Accountability Act ("HIPAA") final regulations for Privacy of Individually Identifiable Health Information, as amended from time to time.

VI. **Term.** The term of this Agreement shall begin September 1, 2015 and continue until August 31, 2017. This Agreement shall automatically renew for one (1) year terms, unless either party shall notify the other party of its intention to terminate this Agreement by written notice given at least thirty (30) days in advance of such renewal date. This Agreement may also be terminated by either party for cause by giving thirty (30) days written notice to the other party specifying default by such other party. This Agreement may also be terminated at any time upon the mutual consent of both parties.

VII. **Certification Regarding Lobbying.** The undersigned individuals certify, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

VIII. **General Provisions.**

- A. Validity and Enforceability. If any provisions of this agreement shall, at any time, conflict with any applicable state or federal law, or shall conflict with any regulation or regulatory agency having jurisdiction with respect thereto, this Agreement shall be modified in writing by the parties hereto to conform to such regulation, law, guideline, or standard established by such regulatory agency.
- B. Entire Understanding. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all negotiations, prior discussions, agreements or understandings, whether written or oral, with respect to the subject matter hereof, as of the date first written above. This Agreement shall bind and benefit the parties, their respective successors and assigns. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties
- C. Governing Law and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of Texas without respect to its conflicts of law rules. Venue for an action arising under this Agreement shall lie exclusively in Tom Green County.
- D. Cooperation. The parties agree to cooperate with each other in the fulfillment of their respective obligations under the terms of this Agreement and to comply with the requirements of the law and with all applicable ordinances, statutes, regulations, directives, orders, or other lawful enactments or pronouncements of any federal, state municipal, local or other lawful authority.
- E. Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
- F. Amendment. This Agreement may be amended only by the mutual written consent of the Parties.

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.

SHANNON MEDICAL CENTER

By: 
Bryan Horner, President

TOM GREEN COUNTY

By: 
Stephen C. Floyd, County Judge, acting in
his official capacity and not individually

FOUNDATION FOR BETTER HEALTH

By: 
Dianna Spieker, President