

To: Harris County Commissioners Court

Through: Gwen J. Sims, Interim Executive Director, Public Health Services
..prepared

Prepared By: Wendie Veloz, Director, Office of Policy and Planning

Subject: MOU Greater Houston Coalition for Social Determinants of Health
..end

Project ID (If applicable):

Purpose and Request:

..title

This Memorandum of Understanding is entered into by HCPH, UTHealth, and American Heart Association as the backbones for the Social Determinants of Health Coalition

..end

Background and Discussion:

As the backbones of the SDOH coalition, whose goal of improved health equity is shared between all three parties, their role would be to provide support. Including dedicated staff who provide support, guiding vision and strategy decision, supporting aligned activities, establishing shared measurement practices, cultivating community engagement and ownership, advancing policy, and mobilizing resources

Fiscal Impact:

This MOU is to formalize the relationship between the 3 orgs as backbones for the SDOH Coalition and decision making, no funding details are included.

Fiscal Summary			
Expenditures	FY 20-21	FY 21-22 Projected	Future Years Projected [3 additional years]
Service Impacted: <i>[Please provide service or division where expenditure will be used]*</i>			
Existing Budget			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
Existing Department Budget			
Please Identify Funding Source (General Fund, PIC, Special Revenue, Grant, Etc.)			
[INSERT FUNDING SOURCE HERE]*			
Total Sources			

Alternatives:

N/A

Alignment with Strategic Objective:

N/A

Attachments:

Cover Letter
 MOU
 Court letter
 Court Order

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March 12, 2021

The Honorable Judge Lina Hidalgo
and Commissioners Court
Harris County Administration Building
1001 Preston, Room 938
Houston, Texas 77002

Dear Court Members:

We respectfully request approval of the attached Memorandum of Understanding (MOU) with Harris County Public Health (HCPH) and Greater Houston Coalition for Social Determinants of Health. The MOU term will begin March 31, 2021 through March 30, 2022. Please see attached document(s) for additional information.

If you have any questions or concerns regarding this matter, please contact Wendie Veloz, Director of Office of Policy and Planning at Wendie.Veloz@phs.hctx.net.

Sincerely,

A handwritten signature in blue ink that reads "Gwen J. Sims".

Gwen J. Sims, MEd, RD, LD
Interim Executive Director

HCPH is the local public health agency for the Harris County, Texas jurisdiction. It provides a wide variety of public health activities and services aimed at improving the health and well-being of the Harris County community.

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ORDER OF COMMISSIONERS COURT
Authorizing Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of the Court at the Harris County Administration Building in the City of Houston, Texas, on _____, 2020 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF MEMORANDUM OF UNDERSTANDING
BETWEEN HARRIS COUNTY AND THE UNIVERSITY OF TEXAS HEALTH SCIENCE
CENTER AND AMERICAN HEART ASSOCIATION**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that County Judge is hereby authorized to execute on behalf of Harris County, an Agreement with The University of Texas Health Science Center and American Heart Association to establish the shared administrative relationship among the Party organizations in their role as Backbones of the Coalition. The Agreement is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

**MEMORANDUM OF UNDERSTANDING
GREATER HOUSTON COALITION FOR SOCIAL DETERMINANTS OF HEALTH**

This Memorandum of Understanding ("MOU") is entered into by and among The University of Texas Health Science Center at Houston ("UTHealth"), Harris County ("County"), a body corporate and politic under the laws of the State of Texas, acting through Harris County Public Health ("HCPH"), and American Heart Association, Inc. ("AHA"). These parties will be referred to collectively in this MOU as the "Parties" or "Backbones" and may be referred to individually as a "Party" or "Backbone." This MOU shall remain in full force and effect for an initial term of twelve (12) months ("Initial Term") described further in the terms section below.

WHEREAS, social determinants of health ("SDOH"), including food insecurity, housing, transportation, education, etc. are inextricably linked to disease risk, health, and well-being; and

WHEREAS, the Greater Houston Coalition for SDOH ("Coalition") was initiated with a common goal of addressing these issues by understanding SDOH vulnerabilities among the residents of Harris County and the Greater Houston Area and the collective resources that could be leveraged to systematically improve health equity; and

WHEREAS, the Parties are backbone organizations of the Coalition, which also consists of over 100 organizations in the Harris County/Greater Houston Area; and

WHEREAS, the Backbones will be an independent, dedicated staff providing support and key functions for the sustained operation of the Coalition; and

WHEREAS, the Parties wish to enter into this MOU to establish the shared administrative relationship among the Parties in their role as Backbones of the Coalition, including the core functions of guiding vision and strategy, supporting aligned activities, establishing shared measurement practices, cultivating community engagement and ownership, advancing policy, mobilizing resources.

NOW, THEREFORE, in consideration of the mutual promises of the Parties hereto, the Parties hereby agree as follows:

1. Decision Making:

- a. There are two levels of decision making relevant to this MOU:
 - i. Decision making for the Coalition including but not limited to strategic direction, financial allocations, personnel assignments ("Coalition Decision"), and establishment of a governing board.
 - ii. Decision making for the Backbones facilitation, financial management of the Coalition, and administration in their role as Backbone organizations ("Backbone Decision") made by the Backbones; further outlined in section 1b.
- b. For the duration of the "Initial Term" (defined below), the Backbones will be executing both Coalition Decisions and Backbone Decisions. After the Initial Term for this MOU terminates and if the MOU is not terminated, the Coalition Decisions will be transferred to a governing body ("Governing Board"), which the Backbones will cultivate and create during the term of this MOU as a part of coalition charter development. If a Governing Board has not been created at the end of the Initial Term, the Backbones will retain Coalition Decision making until a Governing Board has been established and deemed ready to make Coalition Decisions.

2. **Backbone: Facilitation and Administration:** The Parties facilitate the affairs of the Coalition. The Parties are the current Backbones for the Coalition and therefore serve the role of facilitators and administrators for the Coalition.

a. ***Composition.*** The Parties were chosen to be the Backbones based on criteria that factored in both the type and character of the Party organizations as well as the experience and skill of the individual representatives ("Representatives") – Heidi McPherson (AHA), Shreela Sharma (UTHealth), and Tanweer Kaleemullah (HCPH) – themselves from the Party organizations.

- i. This MOU shall not be impacted if any of the Parties choose to no longer participate in the role of Backbone,
- ii. This MOU shall not be impacted if any of the Representatives step down or are removed by that Representative's Party organization. In case a Representative does step down or is removed by his or her organization, the other Parties shall provide feedback to such Representative's organization about such Representative's replacement; provided, however, that the final decision related to a replacement shall belong to the Party in its sole discretion.
- iii. In addition to the current Representatives, each Party may choose one additional representative ("Add-On Representative") to participate in that Party's role as a Backbone with no modification to this MOU.

b. ***Duties.*** Duties of the Backbones shall follow the guidance of collective impact science and FSG recommendations for backbone organizations. This includes:

- i. The Backbones will share the role of fiscal administration for the Coalition. They will manage the transaction of all Coalition business, including, without limitation, financial oversight, long-term financial planning for the Coalition, planning and use of development funds, budgetary review and approval of all Coalition policies and procedures;
- ii. Adopting, modifying, or discontinuing specific initiatives and projects; and
- iii. Voting on distribution of any funding related to both Backbone Decisions and Coalition Decisions.

c. ***Meetings.*** In connection with Backbone meetings, the following provisions will apply:

- i. **Regular Meetings.** Regular meetings of the Backbones shall be held at least quarterly on such dates and times as is determined by the Representatives and, if existing, Add-On Representatives (Representatives and Add-On Representatives collectively, hereinafter, will be referred to as "Total Representatives"). Special meetings may be called as necessary.
- ii. **Quorum.** Unless otherwise expressly provided in this MOU, presence of all 3 of the Backbones is required to constitute a quorum for the transaction of any and all business at any meetings.

iii. **Meetings by Telephone and Virtual Media.** Total Representatives may participate in and hold meetings by means of conference telephone, videoconference, or similar communications equipment as long as all Total Representative participating in the meeting can hear each other.

iv. **Voting.** Each Backbone will have one (1) vote per organization regardless of number of individuals participating or representing at any meeting.

3. **Finances/Budget**

a. ***Development/Fundraising.*** The Parties shall develop a pipeline for philanthropic support for the Coalition and any requests for philanthropic support for the Coalition (whether from foundations, corporations, individuals or otherwise) must be approved by all three Backbones. The Backbones shall assign a lead Backbone organization for each request. In all instances, funds will be managed in accordance with the intent of the party providing such funding (i.e. grantor, donor, etc.) and any applicable laws, regulations or other requirements.

b. ***Grants and Grant Overhead.*** Any grants obtained by the Coalition will be awarded, as the prime awardee, to the Party or Coalition member with the most expertise in the subject of the grant, in accordance with the intent of the party providing such funding, or by agreement as determined by the Backbones. Participation of more than one Party and/or Coalition member in a grant/grant proposal will require the selected Party to be the prime institution and the other(s) to receive subaward agreement(s) for the proposed purpose. The Total Representatives from each Party will coordinate the administrative services in conjunction with the Party holding the awarded funds with regard to the Coalition. Research conducted by each Party will be approved by the appropriate boards at the respective Party as necessary.

c. ***Budget.*** An annual budget for the Coalition including the cost to each of the Backbones in support of the Coalition shall be prepared by the Backbones or agents as designated by the Backbones. Any allocation of funds to the Parties or other Coalition members will be determined by the Backbones.

d. ***No County Funds.*** Prior to execution of this Agreement, Harris County has advised UTHHealth and AHA that Harris County has certified no funds under this Agreement, and UTHHealth and AHA shall have no cause of action whatsoever for money against Harris County arising out of or in relation to this Agreement. Neither UTHHealth, AHA, nor Harris County assumes liability for any claims, demands, expenses, liabilities, or losses arising out of or in relation to this Agreement.

4. **Intellectual Property.** The Parties hereby agree and acknowledge that any and all intellectual property, whether or not patentable, created by a Party or its employees in the course of work on projects of the Coalition, including all right, title, and interest in and to any product developments, improvements, modifications, inventions, discoveries, ideas, concepts, designs, technology, software, information, innovations created by that Party and arising out of work on projects of the Coalition is the property of that Party ("Individual Intellectual Property"). Intellectual property created jointly by individuals from more than one Party in the course of work on projects of the Coalition will be considered jointly owned intellectual property ("Joint Intellectual Property"). Any licensing of Joint Intellectual Property and confidentiality obligations

of the Parties relating to the Joint Intellectual Property shall be addressed in a separate agreement between the Parties. Each Party shall retain all right title and interest in its intellectual property existing prior to the Effective Date of this MOU ("Pre-existing Intellectual Property").

5. **Coalition Publicity.** Prior to their issuance, all public announcements and any other such uses of the Coalition's name, trademarks, or logos shall be reviewed and approved by all three Backbones. The Parties agree that such public announcements must relate solely to the Coalition and not to any other operations of any of the Parties.
6. **Confidential Information.** The Parties agree not to disclose to third parties any confidential information including but not limited to technical information, software products, patient information, business plans, marketing plans, future potential business relationships, and/or financial information owned by any other Party or the Coalition that it receives pursuant to this MOU ("Confidential Information"), unless required to do so pursuant to applicable laws or regulations.
7. **Insurance.** Each Party shall be responsible for procuring and maintaining at its own expense such workers' compensation coverage as is required by the laws of the State of Texas for its employees or equivalent coverage if it has opted out of statutory coverage.

UTHealth, as an agency of the State of Texas, and its employees have limited liability pursuant to the Texas Tort Claims Act ("Act"), as set forth in the Texas Civil Practice and Remedies Code, Chapters 101, 104 and 108. To the extent permitted by applicable law, UTHealth shall be financially responsible for liability imposed under the Act, up to the limits of liability set forth in sections 102.023 and 104.003. Notwithstanding anything to the contrary contained herein, UTHealth has not and shall not be deemed to have waived its sovereign immunity.

8. **No Indemnification by County.** County's tort liability for the wrongful acts, omissions, or negligence of its employees is limited by the Texas Tort Claims Act, Tex. Civ. Prac. & Rem. Code Ann. §§ 101.001 et seq., as amended. County is liable for damages in an amount not greater than that specified in the Texas Tort Claims Act and is self-insured. Any requirement for County to maintain additional insurance is hereby deleted. Parties understand and agree that County shall not indemnify Parties for any loss, liability or expense whatsoever arising out of or in relation to this Agreement. Parties recourse in the event of an action by a third party is through an action as provided by law or as otherwise provided in this Agreement. In the event of an action brought by one party against the other, each party shall be responsible for paying its own expenses including attorneys' fees, collection fees, legal expenses, mediation expenses, and all costs and expenses incurred upon appeal. County shall not be responsible under this Agreement for any loss or expenses associated with or arising from County's violation of this Agreement, or any other costs incurred by County's volition or failure to perform. In the event of a breach of this Agreement by County, Parties only recourse shall be termination of the Agreement. Under no circumstances whatsoever shall either party become entitled to the payment of any sum as liquidated damages. Notwithstanding anything to the contrary in the Agreement, County makes no warranties and assumes no obligations that would entitle Parties to a breach of warranty claim or arising out of breach of warranty.
9. **Liability.** To the extent permitted by applicable law, each Party shall be fully responsible and liable for, and hold harmless the other Parties and their respective trustees, officers, employees

and representatives from, any and all demands, claims, suits, judgments, losses, damages, liabilities, costs and expenses resulting from and to the extent or proportion attributable to any grossly negligent acts or omissions or any intentional misconduct of such Party or its employees or representatives. No Party will have liability for any indirect, special or consequential damages arising in any way out of this Agreement arising in any way out of this Agreement or the Coalition, under any cause of action or theory of liability, and irrespective of whether such party had advance notice of the possibility of such damages. In no event will any Party be liable to another Party or to the Coalition .

10. Term and termination.

- a. *Effective Date.* The Effective Date of this MOU is the date last signed by any Party.
- b. *Term.* This MOU shall remain in full force and effect for the Initial Term. Upon expiration of the Initial Term, this MOU will automatically be renewed for up to four (4) subsequent twelve (12) month periods ("Renewal Term") . If any Backbone does not want to continue as a Backbone, such Backbone must provide notice to the other Backbones at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. This Agreement shall be of no force or effect until approved in writing by the Executive Director of Harris County Public Health or his designee, and signed by the Harris County Judge, and by UTHHealth, and American Heart Association.
- c. *Termination Upon Mutual Consent; Withdrawal by a Participating Party.* This MOU may be terminated at any time by mutual written agreement of the Parties. Any Party may withdraw from MOU at any time upon sixty (60) days written notice to the other Parties. In the event one or more Parties desire to withdraw from the MOU, the other Parties may agree to continue the MOU upon mutual agreement of the remaining Parties.
- d. *Termination for Default.* If any Party defaults in the performance of its obligations (including compliance with any covenants) under this MOU and such default is not cured within ninety (90) days of the receipt of written notice thereof, then the non-defaulting Parties shall have the right to remove the defaulting Party from this MOU.

11. General Provisions.

- a. *Independent Contractors.* In performing the responsibilities under this MOU, it is understood and agreed that each Party and its respective employees are at all times acting as independent contractors and are not partners, joint venturers, agents, or employees of any other Party.
- b. *Conformance with Law.* The Parties recognize that this MOU is subject to, and agree to comply with, applicable local, state, and federal statutes, rules and regulations. Any provisions of applicable statutes, rules, or regulations that invalidate any term of the MOU, that are inconsistent with any term of this MOU, or that would cause one or more of the Parties hereto to be in violation of law shall be deemed to have superseded the terms of this MOU; provided, however, that the Parties shall use their best efforts to accommodate the terms and intent of this MOU to the greatest extent possible consistent with the requirements of applicable statutes, rules and regulations and negotiate in good faith toward amendment of this MOU in such respect.

- c. *Governing Law and Venue.* This MOU shall be construed and governed according to the laws of the State of Texas, without giving effect to its conflict of laws provisions. Any suit, action or proceeding by a Party against another Party with respect to this MOU must be brought in the state district courts situated in the State of Texas, County of Harris (or if exclusive federal jurisdiction exists, then the suit, action or proceeding in question must be brought in the United States District Court for the Southern District of Texas).
- d. *Assignment.* No assignment of this MOU or the rights and obligations hereunder shall be valid without the prior written consent of the non-assigning Parties.
- e. *Notices.* Any notice to a Party hereto pursuant to this MOU shall be given in writing by personal delivery, overnight delivery, or certified or registered mail, return receipt requested, addressed as follows:

The University of Texas Health Science Center at Houston
UTHealth School of Public Health
1200 Pressler Street
Houston, TX 77030
Attention: Shreela Sharma, PhD, RD, LD

American Heart Association
10060 Buffalo Speedway
Houston, Texas 77054
Attention: Heidi McPherson

With a copy to:
American Heart Association
7272 Greenville Avenue
Dallas, Texas 75231
Attention: General Counsel

Harris County Public Health

2223 West Loop South
Houston, Texas 77027
Attention: Executive Director

The Parties shall notify each other of any change of address by delivery of change of address information to the above-listed persons and offices. All notices shall be effective upon receipt.

- f. *Parties Bound.* This MOU and the rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties and permitted assigns.
- g. *No Third-Party Beneficiaries.* No provision of this MOU is intended to benefit any person or entity, including, but not limited to, any person who is not a Party to this MOU, nor shall any person or entity not a Party to this MOU have any right to seek to enforce or recover any right or remedy with respect hereto.

- h. *Non-Waiver.* No waiver by any of the Parties hereto of any failure by another Party to keep or perform any provision, covenant or condition of this MOU shall be deemed to be a waiver of any preceding or succeeding breach of the same, or any other provision, covenant or condition.
- i. *Additional Documents.* Each of the Parties hereto agrees to execute any document or documents that may be reasonably requested from time to time by any other Party to implement or complete such other Party's obligations pursuant to this MOU.
- j. *Section Headings.* The headings preceding the text of the several sections of this MOU are inserted solely for convenience of reference and shall not constitute a part of this MOU, nor shall they affect the meaning, construction or effect of any section hereof.
- k. *Entire Agreement.* This MOU, including any exhibits or addenda identified and incorporated by reference herein, contains the entire understanding of the Parties and supersedes any prior written or oral agreements or understandings among them concerning the subject matter set forth above.
- l. *Amendments.* This MOU can be amended only by an instrument in writing signed by duly authorized representatives of the Parties. Amendments to this MOU shall be effective as of the date stipulated therein.
- m. *Severability.* The sections, paragraphs and individual provisions contained in this MOU shall be considered severable from the remainder of this MOU and in the event that any section, paragraph or other provision should be determined to be unenforceable as written for any reason, such determination shall not adversely affect the remainder of the sections, paragraphs or other provisions of this MOU. It is agreed further that, in the event any section, paragraph or other provision is determined to be unenforceable, the Parties shall use their best efforts to reach agreement on an amendment to the MOU to supersede such severed section, paragraph or provision.
- n. *Use of Name, Trademarks, or Logos.* Each of the Parties have a proprietary interest in their respective legal and business names, trademarks, or logos. No Party shall use any other Party's name, trademarks, or logos in any advertising, marketing or other publicity materials without such other Party's prior written consent.
- o. *Counterparts.* This document may be executed in one or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same instrument.

Signature Page Follows

IN WITNESS WHEREOF, this instrument has been executed on behalf of Harris County by a duly authorized representative of Harris County, and on behalf of The University of Texas Health Science Center at Houston and American Heart Association by a duly authorized representative of The University of Texas Health Science Center at Houston and American Heart Association.

APPROVED AS TO FORM:
Harris County Attorney

APPROVED: HARRIS COUNTY

By: Marva Gay (by nca) 3-1-21
MARVA GAY
Assistant County Attorney
CAO File No. 20GEN1312

By: _____
LINA HIDALGO
County Judge
Date Signed: _____

APPROVED: HARRIS COUNTY PUBLIC HEALTH

APPROVED:

By: _____
Secretary
By: Gwen J. Sims
GWEN J. SIMS, Interim Executive Director
Date Signed: 3/2/2021

THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT HOUSTON

By: Kevin Dillon
Name: Kevin Dillon
Title: SrEVP & COO
Date: 21 JANUARY 2021

AMERICAN HEART ASSOCIATION

By: Amber Baker
Name: AMBER BAKER
Title: AEVP
Date: 9.9.21

