## MEMORANDUM OF UNDERSTANDING

#### BETWEEN THE

#### **HEALTH & HUMAN SERVICES COMMISSION**

AND

#### TARRANT COUNTY PUBLIC HEALTH COMMUNITY HEALTH ACCESS

#### UNDER THE

#### **COMMUNITY PARTNER PROGRAM**

The Health and Human Services Commission (**HHSC**), an administrative agency within the executive branch of the state of Texas, and Tarrant County Public Health Community Health Access (**CP**), each a Party and collectively the "Parties," enter into the following non-financial Memorandum of Understanding (**MOU**) to provide community-based benefits application assistance services.

#### I. PURPOSE

The Community Partner Program (CPP) is a collaboration between HHSC and a statewide network of government, faith- and community-based, and other social service organizations called Community Partners (CPs). The purpose of the CPP is to help people apply for and their medical. nutritional. and cash assistance benefits using manage "YourTexasBenefits.com" (YTB) online application website. HHSC benefits programs include Medicaid, Long-term Care Services, the Children's Health Insurance Program (CHIP), Healthy Texas Women (HTW), the Supplemental Nutrition Assistance Program (SNAP), and Temporary Assistance for Needy Families (TANF), and other potential benefit programs, collectively referred to in this MOU as "HHSC Programs."

The goals of the CPP are to:

- Simplify the online application process through which people can apply for HHSC program benefits with the help of local community organizations.
- Allow people to apply for and manage their HHSC Program benefits from any device that has internet connection, such as a computer or tablet.
- Provide places, outside of HHSC eligibility offices, for people to apply for HHSC Program benefits online.
- Strengthen HHSC's relationships with local communities and organizations across Texas.
- Provide CPs access to reports that enable them to track CPP services provided.

#### II. LEGAL AUTHORITY

The Parties enter this MOU under Texas Government Code Chapter 531, Subchapter S, §531.751 *et seq.* HHSC can release confidential information from HHSC Programs, based upon the individual's agreement or as allowed by 7 C.F.R. §272 (SNAP); 45 C.F.R. §205.50 (TANF); 42 C.F.R. §\$431.300 *et. seq.* (Medicaid); and 42 C.F.R. §457.1110 (CHIP).

#### III. SERVICE LEVEL AGREEMENT

#### A. Level 3 Partner Definition

Under this MOU the CP is enrolled in the Community Partner Program as a Level 3 Partner and functions as an application assistance and case management site to help people use YourTexasBenefits.com to apply for, renew, and manage their benefits cases online. Level 3 CPs have staff, subcontractors, or both, who are certified by HHSC as Case Assistance Navigators to provide these services.

<u>Important</u>: Case management is a more in-depth client service that must be provided by HHSC-certified staff, subcontractors, or both. If a Level 3 CP has volunteer staff, those individuals may provide application assistance to clients, but not case management. (See Section III.B for additional information.)

Level 3 services can only be provided to an individual after obtaining their consent on a form approved by HHSC. As a Level 3 Partner, the CP is not acting on behalf of HHSC and may not use information from the YourTexasBenefits.com online application website for the CP's own benefit.

## Additionally:

- 1. The CP cannot approve or deny benefits, as this is decided by HHSC only.
- 2. If the CP has multiple sites that will be part of the program, the CP:
  - a. Must verify that each site is a legal affiliate. (For the purposes of this MOU, legal affiliates are organizations or business concerns that have formal relationships with the CP as a subordinate, subsidiary, or member.)
  - b. Must provide HHSC a list of those sites (including addresses and phone numbers) and the names of the staff and volunteers who will be providing services at or from those locations.
  - c. Agrees to ensure these sites also follow the requirements set forth in this MOU.

## **B.** Additional Service Level Options

- 1. Only HHSC-certified Case Assistance Navigators can provide both application assistance and case management services to individuals seeking assistance. However, Level 3 CPs may choose to also provide Level 2 services (application assistance only) at the same location or affiliated sites, if applicable. In addition to having staff and/or subcontractors certified by HHSC as Application Assistance Navigators to provide these services, Level 2 sites can also have volunteer staff perform application assistance functions once they complete the background check and required training to become certified.
- 2. Level 3 organizations may also choose to provide Level 1 services in addition to application assistance and case management. Level 1 services require the CP to provide individuals access to a computer or other device with an internet connection to enable them to independently apply for, update, and renew their HHSC benefits using the YourTexasBenefits.com online application website. The CP may choose to provide

- additional equipment, such as access to a printer, copy machine, fax machine, telephone, or document scanner.
- 3. If the CP has multiple sites participating in the program, the CP is not required to provide the additional Level 1 or Level 2 services; however, the CP should identify to HHSC which sites will do so to ensure the partner account is kept updated.

## C. Signature Authority Requirement

- 1. The CP must designate a Signature Authority for the organization. This person must have the legal authority to sign a contractual agreement on behalf of the organization (e.g., executive director).
- 2. If the staff person designated as the Signature Authority leaves the organization or will no longer be responsible for this function, the CP must notify HHSC and designate a replacement no later than 30 days of the outgoing Signature Authority's last day in this role.

## D. Site Manager Requirement

- 1. The CP must designate a staff person as Site Manager for the organization. This individual will be the main point of contact for the CPP and will oversee Case Assistance Navigators and application assistance activities at the partner site(s). The Site Manager must:
  - a. Provide consent for HHSC to conduct a criminal history background check, which will be valid for a four-year period. (A background check must be conducted once for each four-year MOU period.)
  - b. Complete the required Site Manager training no later than 30 days after receipt of the email communication from HHSC providing access to the training.
  - c. Review and electronically sign the Acceptable Use Agreement regarding the safeguarding of applicants' and recipients' confidential information.
  - d. Be certified by HHSC/CPP prior to the organization providing application assistance and case management services to the public and/or allowing individuals to use the organization's equipment to access the YourTexasBenefits.com website (if the CP is offering Level 1 services in addition to Level 3 services).
  - e. Complete annual training updates required for recertification. Site Managers will be notified 60 days in advance of their recertification date so they can complete the required training. The training must be completed by the recertification date in order to maintain access to HHSC systems.
- 2. The designated Site Manager may also provide application assistance and case management services to individuals after becoming certified as a Case Assistance Navigator (see Section III.E).
- 3. If the staff person designated as the Site Manager leaves the organization or will no longer be responsible for this function, the CP must notify HHSC and designate a replacement

- no later than 30 days of the outgoing Site Manager's last day in this role. HHSC will onboard the new staff person and assist them in assuming their new role as Site Manager.
- 4. If the CP is providing Level 3 services at more than one location, the addresses, phone numbers, and names of the Site Managers at the additional locations must be provided to HHSC. The CP may request that the Site Manager for the main location be designated to also cover the additional sites.

## E. Case Assistance Navigator Requirements

To conduct Level 3 services, the CP must have designated staff, subcontractors, or both who are certified by HHSC as Case Assistance Navigators to provide application assistance and case management services. Individuals in this position must:

- 1. Provide consent for HHSC to conduct a criminal history background check, which will be valid for a four-year period. (A background check must be conducted once for each four-year MOU period.)
- 2. Complete the required Case Assistance Navigator training no later than 30 days after receipt of the email communication from HHSC providing access to the training.
- 3. Review and electronically sign the Acceptable Use Agreement regarding the safeguarding of confidential information.
- 4. Review and electronically sign the YourTexasBenefits Navigator Certification Agreement.
- 5. Be certified by HHSC/CPP prior to providing application assistance and case management services to individuals.
- 6. Complete annual training updates required for recertification. Case Assistance Navigators will be notified 60 days in advance of their recertification date so they can complete the required training. The training must be completed by the recertification date in order to maintain access to HHSC systems.

#### IV. HHSC STATEMENT OF DUTIES:

Throughout the duration of this MOU and in support of the Level 3 CP, HHSC will:

- **A.** Conduct and document a criminal history background check for all designated Site Managers, Case Assistance Navigators, and Application Assistance Navigators (if applicable) once every four years.
- **B.** Train the CP's designated Case Assistance Navigators on application assistance procedures, securing people's personal information (including the requirements of the Acceptable Use Agreement), confidentiality, cybersecurity practices, and any other training that HHSC deems necessary.
- C. Provide the CP's Site Manager, Case Assistance Navigators, and Application Assistance Navigators (if applicable) the required initial training for certification and annual training updates for recertification. This training includes the use of the YourTexasBenefits.com website, as well as general information about the CPP and HHSC's benefits programs.

- **D.** Provide the standards and process for certifying the CP's Case Assistance Navigators.
- **E.** Record training of all staff, subcontractors, or both, on the CPP website.
- **F.** Provide promotional materials such as HHSC signage, applications, and brochures.
- **G.** Provide procedures for the CP to request information, technical support, and/or training from HHSC, as needed.
- **H.** At the CP's request, include the CP's information on the YourTexasBenefits.com and CPP website listings to inform the public of application assistance, case management services, and self-service (if applicable) locations where individuals can apply for benefits.

#### V. CP STATEMENT OF DUTIES

#### A. Service Provision

In support of the purpose and goals set forth in Section I, the Level 3 CP will:

- 1. Provide individuals application assistance and case management services through YourTexasBenefits.com in accordance with HHSC guidelines and required security and privacy practices. This includes:
  - a. Working with applicants, on their behalf, to understand, complete, and submit on-line applications for benefits and services provided under the HHSC Programs using the YourTexasBenefits.com website.
  - b. Assisting current recipients in managing their HHSC Program benefits through the YourTexasBenefits.com enhanced case management functions. This includes creating accounts, renewals, uploading supporting documents into the individuals' benefits cases, upgrading accounts, resetting passwords, and managing benefits cases.
- 2. Prominently display the required "And Justice for All" Civil Rights poster, and other appropriate HHSC benefits program materials, such as HHSC signage, applications, and brochures.
- 3. Inform people about other HHSC or public assistance programs that may assist in meeting the individual's needs, such as the 2-1-1 Texas Information Referral Network.
- 4. Ensure the designated Site Manager(s), Case Assistance Navigators, and Application Assistance Navigators (if applicable) complete the initial required certification training, as well as the annual updates for recertification.
- 5. Notify HHSC within 30 days when there is a change in Site Manager designation, Case Assistance Navigators, or Application Assistance Navigators (if applicable).
- 6. Notify HHSC within 48 hours if a Site Manager, Case Assistance Navigator, or Application Assistance Navigator (if applicable) who has been provisioned to have access to HHSC systems is no longer with the organization.
- 7. Agree to HHSC monitoring of the CP's site(s) to assess compliance with contractual obligations.

8. Allow free use of a device that has internet connection, such as a computer or tablet, to enable individuals to independently access the YourTexasBenefits.com website (if the CP opts to also provide Level 1 services).

## **B.** Compliance Duties

The CP is responsible for complying with all applicable federal, state, and county laws, regulations, codes, ordinances, guidelines, and policies, as they pertain to the provision of Level 3 services (and Levels 1 and/or 2 services, if applicable) under this MOU. This includes, but is not limited to, all state and federal tax laws, employment laws, regulatory requirements, and licensing provisions.

Additionally, the CP agrees to:

- 1. Ensure each of its staff and/or subcontractors are properly licensed, certified, trained, and/or have the proper permits to provide the Level 3 services set forth under this MOU.
  - a. As part of the training required for certification and certification renewal, Site Manager(s), Case Assistance Navigators, and Application Assistance Navigators (if applicable) must comply with Texas Government Code, Section 2054.5192. This statute requires any contractor that has access to a state computer system or database to complete a cybersecurity training program.
  - b. The cybersecurity training program is included in the required training Site Managers, Case Assistance Navigators, and Application Assistance Navigators (if applicable) must complete prior to being provisioned to access HHSC Systems.
  - c. The Signature Authority for the CP must sign Form 3834, Cyber Security Attestation, confirming required staff have completed the initial training.
- 2. Maintain records of staff or subcontractors, or both, certified or authorized by HHSC to provide application assistance and case management services, including the required initial and annual CPP trainings. These records must be maintained for a period of up to seven years, in accordance with section VI.
- 3. Ensure all staff, volunteers, and/or subcontractors certified by HHSC to provide Level 3 services obtain a signed consent form from the person they are assisting before accessing any confidential client information. Consent must be provided on a form approved by HHSC.
- 4. Maintain records of client consent forms in accordance with subsection VI.B.
- 5. Indemnify HHSC from and against any losses, liability, claims, damages, penalties, costs, fees, or expenses arising from, or in connection with, the CP's failure to comply with or commit a violation of any such law, regulation, code, ordinance, or policy.

## VI. PRIVACY, SECURITY AND BREACH NOTIFICATION

#### A. Confidential Information

1. "HHS Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided or made

available to the CP electronically or through any other means that consists of, or includes, any or all of the following:

- a. Protected Health Information in any form including, without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- b. Sensitive Personal Information defined by Texas Business and Commerce Code Chapter 521;
- c. Federal Tax Information;
- d. Personally Identifiable Information;
- e. Social Security Administration Data, including, without limitation, Medicaid information;
- f. All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.
- 2. Any HHS Confidential Information received by the CP under this MOU may be disclosed only for the purposes set forth in this agreement and in accordance with applicable law and will not further use or disclose such Confidential Information. By signing this MOU, the CP certifies it is and intends to remain for the term of this MOU, in compliance with all applicable state and federal laws and regulations with respect to privacy, security, and breach notification, including without limitation the following:
  - a. The relevant portions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Chapter 7, Subchapter XI, Part C;
  - b. 42 CFR Part 2 and 45 CFR Parts 160 and 164;
  - c. The relevant portions of The Social Security Act, 42 U.S.C. Chapter 7;
  - d. The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a;
  - e. Internal Revenue Code, Title 26 of the United States Code including IRS Publication 1075;
  - f. OMB Memorandum 07-16;
  - g. Texas Business and Commerce Code Chapter 521;
  - h. Texas Health and Safety Code, Section 81 and Chapters 181 and 611;
  - i. Texas Human Resources Code § 12.003;
  - i. Texas Government Code, Chapter 552, as applicable;
  - k. Title 3 of the Texas Occupations Code, as applicable;
  - 1. Constitutional and Common Law Privacy;
  - m. Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99); and

n. Any other applicable law controlling the release of information created or obtained in the course of providing the services described in this MOU.

The CP further certifies that it will comply with all amendments, regulations, and guidance relating to those laws, to the extent applicable.

#### **B. Securing Client Information**

The CP agrees to the following:

- 1. Neither the CP nor HHSC are the Business Associate of the other, as defined by the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d, et seq., (the "Act") and regulations adopted under that Act. The CP is solely acting on behalf of the individuals to whom it provides Level 2 Services, based on the consent of those individuals.
- 2. The CP agrees that the information it receives based on the person's consent for Level 3 services is highly confidential and sensitive. Some of the HHSC information may also be highly confidential. The CP agrees that the CP, its staff, volunteers, and/or subcontractors that provide the Level 3 services under this MOU will treat all individual and HHSC information it receives as confidential and will implement administrative, technical, and physical safeguards in compliance with applicable federal and state laws and regulations to protect such information from unauthorized access or disclosure.
- 3. The CP will immediately refer to HHSC any individual's request (1) for copies of their own protected health information to HHSC, (2) to amend their protected health information (and incorporate any amendments, if required) and (3) for accountings of disclosures of protected health information.
- 4. The CP will make available to HHSC and any of its regulatory authorities, its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the CP on behalf of HHSC, for purposes of determining compliance with the HIPAA Privacy Rule.
- 5. The CP will receive, keep, retain, change, record, store, destroy, or otherwise hold, use, or give confidential information only in a secure manner. For this MOU, a secure manner means that the confidential information is made to be unusable, unreadable and indecipherable by unauthorized persons through either encryption or destruction of that information so that the confidential information cannot be read or otherwise reconstructed. This includes, but is not limited to:
  - a. The CP will require and ensure that all browser activity and history be cleared and deleted from the computer each time after providing Level 3 assistance to individuals and before assisting new clients.
  - b. All paper copies of the person's information will be properly kept and destroyed in a private and secure manner.
  - c. Upon the termination of this MOU, the CP will destroy any confidential information remaining in its possession in a manner that cannot be read or reconstructed.

- 6. The CP will require any subcontractors it may engage on its behalf that will have access to protected health information to agree to the same restrictions and conditions that apply to the CP with respect to such information.
- 7. The CP will ensure its officers, directors, staff, volunteers (if applicable), and subcontractors are properly trained and educated and annually retrained on the importance of protecting confidential information and information security and promptly reporting any Incident.

#### C. Breach Incidents and Notification

The CP will immediately report to HHSC any actual, potential, or attempted unauthorized access, use, disclosure, change, loss, or destruction of confidential information, which has the possibility for risking the confidentiality, integrity, or availability of the confidential information (collectively an "Incident"). The CP will work fully with HHSC to investigate any such unauthorized receiving of, access, use, or release, or suspected or possible unauthorized receiving of, access, use, or release of confidential information as HHSC states is necessary. The CP must work with HHSC at the time the Incident is discovered and continues as long as activity related to the investigation continues, and until all effects of the Incident are resolved to HHSC's satisfaction.

- 1. The CP agrees that any and all unauthorized releases or uses of the individuals' confidential information or HHSC's confidential information may cause immediate and permanent harm to those individuals or HHSC and may be a violation of state or federal laws. If the CP, its officers, directors, staff, volunteers (if applicable), or subcontractors should use or release such confidential information to others without the person's or HHSC's consent, HHSC will immediately be allowed injunctive relief or any other remedies that HHSC may have under law or equity without allowing time for the CP to fix the problem.
- 2. It is a breach of this MOU for any person other than the individual to obtain confidential information without a consent form signed by the individual. It is also a breach of state and federal laws and regulations regarding confidential information and information security to obtain such information without signed consent forms.

#### VII. CIVIL RIGHTS

- **A.** To the extent applicable, the CP agrees to comply with state and federal anti-discrimination laws, including without limitation:
  - 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
  - 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  - 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
  - 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  - 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  - 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011, et seq.); and

- 7. The HHSC's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this MOU.
- **B.** The CP agrees to comply with all applicable amendments to the above-referenced laws, and all applicable requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by federal or state funding, or otherwise be subjected to discrimination.
- C. To the extent applicable, the CP agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting the CP from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of individuals in its programs, benefits, or activities on the basis of national origin. The CP agrees to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English.
- **D.** The CP agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin.
- **E.** The CP agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- **F.** The CP agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide, in part, that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- **G.** Upon request, the CP will provide HHSC with copies of all the CP's civil rights policies and procedures.
- **H.** The CP must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office 701 W. 51<sup>st</sup> Street, Mail Code W206 Austin, Texas 78751 Phone Toll Free: (888) 388-6332 Phone: (512) 438-4313 TTY Toll Free: (877) 432-7232

Fax: (512) 438-5885

#### VIII. MUTUAL RESPONSIBILITIES

HHSC and the CP will communicate as necessary to successfully manage this agreement and will work together in good faith to fulfill its purpose.

#### IX. TERM OF MOU

This MOU will become effective on the date of the last signature below and will terminate **July 31, 2027**, unless terminated sooner in accordance with the provisions of article X, Termination of MOU.

#### X. TERMINATION OF MOU

#### A. Termination Without Cause

This MOU may be terminated by either Party without cause upon 30 days written notice to the other Party.

#### B. Notice of Breach and Termination for Cause

In the event of a Party's failure to comply with a term of this MOU, the non-breaching Party will provide notice to the breaching Party of the breach. Upon 30 days after such notice, if such breach is not cured to the non-breaching Party's satisfaction, the non-breaching Party may proceed to termination by serving a notice of termination upon the breaching Party, which shall immediately terminate this MOU.

A prohibited release of Social Security Numbers, client information, confidential information, or a breach in information security requirements will be cause for the immediate termination of this MOU.

C. If the CP executes an entirely new MOU with the Community Partner Program this MOU will be immediately terminated.

#### D. Nonwaiver

Failure of either Party to insist on performance of any term or condition of this MOU or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right, or privilege.

#### XI. NOTICES AND COMMUNICATIONS

Any notice required to be given under this MOU shall be sent to the sole point of contact by certified mail with postage prepaid, by email, or by fax (must include a cover page that shows the date and time the fax was sent). A notice sent by email is effective when the recipient acknowledges receiving the email. Each Party's sole point of contact for inquiries from the other Party regarding this MOU is as follows:

#### For HHSC:

Health and Human Services Commission

909 W. 45th Street, Bldg. 2

Austin, Texas 78751

Attention: Felicia Cleveland Telephone: 512-206-5107

Fax: 512-206-3979

Email: FCO CPP MOU@hhsc.state.tx.us

#### For CP:

Tarrant County Public Health Community

Health Access

1101 South Main Street Fort Worth, Texas 76104

Name of Signature Authority: Tim O'Hare,

County Judge

Telephone: 817-884-1441

Fax:

Email: countyjudgegrants@tarrantcounty.com

Either Party may at any time give notice in writing to the other Party of a change of address, telephone, and/or fax number. All notices submitted to the HHSC point of contact must include the MOU number and comply with all terms and conditions set forth herein.

#### XII. GENERAL TERMS

## A. No Partnership of Joint Venture

The Parties agree that nothing herein shall be deemed to create an association, partnership, or joint venture between HHSC and the CP, but it is intended solely to guide the relationship between the Parties. Each Party shall pay the cost of its participation in this MOU without cost to or reimbursement by the other Party.

#### B. Amendment

This MOU may be amended or changed by the consent of both Parties at any time during its term. Amendments to this MOU must be in writing and signed by HHSC and the CP. No change in, addition to, or waiver of any term or condition of this MOU shall be binding on HHSC unless approved in writing by an authorized representative of HHSC.

#### C. Assignment

Neither Party shall assign any right, benefit, or duty under this MOU without getting the other Party's written agreement.

#### D. No Waiver of Sovereign Immunity

The Parties agree there is nothing in this MOU that is meant to be a waiver by HHSC or the state of Texas of any immunities from suit or from liability that HHSC or the state of Texas may have by operation of law.

#### E. Governing Law and Venue

This MOU is governed by the laws of the state of Texas and interpreted under Texas law. Proper venue for a claim arising from this MOU will be in a court of competent jurisdiction in Travis County, Texas.

## F. Counterparts and Signatures

The Parties may sign this MOU in counterparts, each of which will be deemed an original, but all of which will together constitute one document. Electronically transmitted signatures will be deemed originals for all purposes relating to this MOU.

## G. Entire Agreement

This document represents the entire agreement between the Parties. No prior agreement or understanding oral or otherwise, of the Parties or their agents will be valid or enforceable unless made part of this document.

This MOU has been signed by an authorized representative of each Party,

HEALTH AND HUMAN SERVICES COMMISSION By:		TARRANT COUNTY PUBLIC HEALTH COMMUNITY HEALTH ACCESS  By:	
Title:	Associate Commissioner	Title: County Judge	
Date Signed:		Date Signed:	

# APPROVED AS TO FORM:

Kimberly Colliet Wesley
Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.