# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into on September 1, 2021 (the "Effective Date"), by and between County of Jack located at 100 N Main St, Jacksboro, Texas 76458 (the "First Party"), and Faith Community Health System located at 215 Chisholm Trl, Jacksboro, Texas 76458 (the "Second Party"). First Party and Second Party may be referred to individually as the "Party", or collectively, the "Parties".

### 1. MISSION

The partnership on which the Parties are intending to collaborate, has the following intended mission in mind:

To provide the opportunity and availability for the citizens of Jack County to be educated and vaccinated against the COVID-19 virus.

### 2. PURPOSE AND SCOPE

The Parties intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by the Parties and which may be related to the partnership.

#### 3. OBJECTIVES

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a market for COVID-19 related to health disparities and advance health equity by engaging with the underserved community to improve vaccine confidence and counter vaccine hesitancy., and intend to maintain a product and/or service that meets or exceeds all business and industry standards.

### 4. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Any Party may decide not to proceed with the partnership contemplated herein for any reason or no reason. A binding commitment with respect to the partnership described herein will result only from execution of definitive agreements, subject to the conditions contained therein. Notwithstanding the two preceding sentences of this paragraph, the provisions under the headings Governing Law and Confidentiality are agreed to be fully binding on, and enforceable, against the Parties.

# 5. TERMS OF UNDERSTANDING

The term of this Memorandum shall be for a period of 3 years from the Effective Date and maybe extended upon written mutual agreement of both Parties.

# CONFIDENTIALITY

The Parties will treat the terms of this MOU, and the documents submitted herewith, in the strictest of confidence, and that such terms will not be disclosed other than to those officers, representatives, advisors, directors and employees of any Party who need to know for the purpose of evaluating this MOU and who agree to keep such material confidential.

# 7. LEGAL COMPLIANCE

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

### 8. LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.

## 9. NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

### 10. GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws of the State of Texas.

## 11. AUTHORIZATION AND EXECUTION

The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

ement shall be signed by County of Jack and Faith Community Health System and shall be effective as of the date This Agr (First Party Signature) 100 N Main St acksboro, Texas 76458

(Second Party Signature)
Faith Community Health System 215 Chisholm Trl

Jacksboro, Texas 76458

> FILED FOR RECORD O'CLOCK\_\_\_\_

> > NOV - 5 2021

VANESSA JAMES, County Clerk "IACK COUNTY, TEXAS

DEPUTY



10/18/2021

Judge Keith Umphress County Commissioners 100 N Main St. Jacksboro, TX 76458

Dear Honorable Judge Keith Umphress and County Commissioners,

I cannot thank you enough for your unanimous support of our hospital during these trying times. Your financial contribution immediately allowed us to stabilize our staffing crisis when we needed it most. We have been able to hire, retain, and recruit staff that was, and continues to be vital to the care of our community.

With the utmost respect, I am requesting another two months support for the months of November and December. These funds again will go toward the staffing needs during this staffing crisis. With the ground we have gained in these two months, I feel we can truly stabilize the situation over the next few months and be in a good place moving forward.

I cannot put into words how much I appreciate our current teamwork.

With much gratitude,

Dr. Robert Cooper, Chief Medical Officer

Date

215 Chisholm Trail • Jacksboro, Texas 76458 940.567.6633 www.fchtexas.com