

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF HIDALGO AND THE REMOTE AREA MEDICAL FOUNDATION**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the **REMOTE AREA MEDICAL FOUNDATION**, hereinafter referred to as “RAM,” and the **COUNTY OF HIDALGO, TEXAS**, by and through its Department of Health and Human Services, hereinafter referred to as “COUNTY”, in conjunction with Operation Lone Star to be held at the La Joya Independent School District, and the Pharr San Juan Alamo Independent School District, hereinafter referred to as the “Juarez Lincoln High School and PSJA High School” site locations.

WITNESSETH:

WHEREAS, the COUNTY and RAM, in conjunction with Operation Lone Star desire to provide free expanded medical services to the County of Hidalgo, Texas for the health, safety and wellbeing of County residents.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants passing between the parties hereto, it is understood and agreed by and between COUNTY and RAM to this MOU, as follows:

1. RAM shall provide free expanded medical services to the residents of COUNTY at no cost to either the residents or COUNTY from July 25, 2016 through July 29, 2016.
2. COUNTY shall partially assist with providing a suitable facility for providing services mentioned above, onsite lodging accommodations, and subsistence in conjunction with the La Joya Independent School District at Juarez Lincoln High School and Pharr San Juan Alamo Independent School District at PSJA High School; both sites will serve Operation Lone Star.
3. This MOU is not intended to extend the liability of the Parties beyond that provided by law. Neither RAM nor COUNTY waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from third parties.
4. RAM should have in place sufficient insurance to cover the general activities in which RAM shall be taking part pursuant to this MOU. RAM agrees to provide evidence of such insurance to COUNTY upon request.

5. It is expressly agreed that this MOU and the performance by the parties hereunder does not create any agency relationship or master-servant relationship; that COUNTY has no supervision of the performance of the Services provided by RAM, and that RAM is an independent contractor under this Agreement.

6. COUNTY and RAM hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

7. This MOU shall be governed by and construed in accordance with the laws of the State of Texas, and obligations and undertakings of each of the parties to this MOU shall be performable in Hidalgo County, Texas.

WITNESS THE HANDS OF THE PARTIES effective as of the _____day of _____, 2016;

REMOTE AREA MEDICAL FOUNDATION

By: _____

Printed Name: _____

Title: _____

COUNTY OF HIDALGO, TEXAS

By: _____

Ramon Garcia, County Judge

ATTEST:

 Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
 Office of Criminal District Attorney
 Ricardo Rodriguez, Jr.

By: _____
 Victor M. Garza,
 Assistant District Attorney