

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
COUNTY OF HIDALGO AND METHODIST HEALTH CARE MINISTRIES OF  
SOUTH TEXAS, INC.**

**This Memorandum of Understanding** is made on this the \_\_\_\_ day of \_\_\_\_\_, 2021 by and between METHODIST HEALTHCARE MINISTRIES OF SOUTH TEXAS, INC., hereinafter referred to as the "MHMSTX," and the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as the "COUNTY", as follows:

**WITNESSETH:**

**WHEREAS**, MHMSTX is a private, faith-based, not-for-profit organization dedicated to creating access to health care for uninsured and low-income families through direct services, community partnerships and strategic grant-making in 74 counties across South Texas and has various locations in Hidalgo County, Texas;

**WHEREAS**, COUNTY is a "local government" as defined by the ACT, and a political subdivision of the State of Texas, which operates one or more Commissioner's Precinct Community Resource Centers ("Facility" or "Facilities"); and

**WHEREAS**, COUNTY by and through its Hidalgo County Health and Human Services Department provides for the health, safety and well-being of the residents of Hidalgo County as provided by and pursuant to applicable law, including, but not limited to the Texas Government Code, Texas Local Government Coe and the Texas Health and Safety Code; and

**WHEREAS**, COUNTY is the owner/operator of several multi-purpose facilities designed to provide access to a variety of services to help improve the self-sufficiency, health and well-being to the residents of Hidalgo County.

**WHEREAS**, the COUNTY and MHMSTX desire to collaborate for the public purpose of facilitating and providing education and resource development to help improve the self-sufficiency, health and well-being of the residents of the COUNTY, including use of available COUNTY multi-purpose facilities and

**WHEREAS**, the functions and/or services contemplated to be performed as set out herein, are functions and/or services which each of the parties hereto have independent authority to perform as set out herein, are functions and/or services which each of the parties hereto have independent authority to pursue, notwithstanding this MOU; and,

**WHEREAS**, the Parties recognize the need for improved and more easily accessible Services for the residents of the COUNTY of Hidalgo and the surrounding communities near the multi-purpose facilities,

**WHEREAS**, both the COUNTY and the MHMSTX named herein are desirous of entering into this MOU to collaborate for the public purposes indicated herein; and,

**NOW, THEREFORE**, the COUNTY and the MHMSTX, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. MHMSTX shall provide an educational experience for COUNTY residents under direction of MHMSTX personnel, through health promotion, education recreation, disease prevention, community development, and other services.
2. MHMSTX will use its best efforts as a volunteer organization to provide the following services for COUNTY residents and to COUNTY disaster victims when requested by an authorized representative of the COUNTY:
  - a. Establishing positive, trusting relationships with community residents in or from underserved communities.
  - b. Helping patients/clients, families and underserved populations overcome barriers in culture and health equity in order to connect to quality health care services and resources.
  - c. Providing informal counseling and support.
  - d. Aiding in the creation and maintenance of community partnerships, collaborations, programs and services.
3. In a non-emergency declaration, MHMSTX may provide assistance with medical services (provide medical care instructions) or non-medical services (assist with administrative duties such as registering patients, data entry, etc.).
4. The Texas Medical Rights and Privacy Act (TMRPA) (aka: House Bill (HB) 300) and the Health Insurance Portability and Accountability Act law set rules and limitations on who can view and receive an individual's personal information whether it is verbal, electronic, or written. TMRPA, HIPAA and any other health information related law and/or regulations will be enforced at all times and MHMSTX will be subject to compliance at all times. Parties shall execute a Business Associates Addendum (BAA) as part of this Agreement which will be incorporated herein for all purposes.
5. Nothing contained in this Agreement shall be deemed or constructed to create the relationship of principal and agent or that of partnership or joint venture or any association between the COUNTY and MHMSTX, and any intention to create a joint venture or partnership relationship between the Parties hereto is hereby expressly disclaimed.
6. MHMSTX may use COUNTY Multi-Use Facilities, if available, for the purposes as described herein and for any other lawful purpose on the terms and conditions herein.

MHMSTX will provide personnel and volunteers to effectuate its purpose. Parties agree that said personnel and volunteers are not employees of the COUNTY. MHMSTX must coordinate in advance use of said facility with the Hidalgo County Health and Human Services Department and respective County Office and/or Precinct if applicable.

7. MHMSTX understands and acknowledges that entering into this Agreement does not constitute an endorsement by the COUNTY of MHMSTX's organization, its financial stability, or the quality of its programs. MHMSTX shall not represent that it or any of its agents or employees are agents or employees of the COUNTY.

8. MHMSTX must conduct annual background checks on all volunteers or paid employees who will interact with youth. MHMSTX shall maintain documentation of completed background checks for review upon request by the COUNTY. If the background checks reveal that an employee or volunteer is unsuitable for working with children, MHMSTX shall not allow the volunteer or employee to interact with youth.

9. MHMSTX shall maintain and make available to COUNTY upon request any information/documentation related to this Agreement including, but not limited to statistical data and/or any other relevant information of the number of individuals served by MHMSTX at the Facility.

10. The COUNTY may suspend or limit use of the Facility by MHMSTX if necessary to protect public health and safety or for any other COUNTY related purpose. The COUNTY will notify MHMSTX at least two business days in advance of any necessary suspension/limitation, unless the suspension/limitation is due to an emergency situation, in which case the COUNTY will notify MHMSTX as soon as possible, but not later than four business days after the emergency suspension/limitation is imposed. Notification may be verbal.

11. In the event of injury, MHMSTX shall maintain worker's compensation coverage for staff. In the event of a needle-stick or other exposure to potential blood-borne pathogens, the staff will have access to medical evaluation and post-exposure prophylaxis through MHMSTX's policies. MHMSTX agrees that COUNTY will not be responsible for any injury sustained by MHMSTX personnel.

12. **Insurance:** Consistent with its status as an independent contractor and at its sole expense, MHMSTX agrees that throughout the duration of the services under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Bidder's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft or loss. MHMSTX shall provide professional liability indemnity coverage under a self-insurance plan for its salaried supervisor(s) rendering services under this Agreement. The amount of insurance required shall be in accordance with amounts specified by the COUNTY or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims

Act. These requirements do not establish limits of MHMSTX's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. MHMSTX is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to COUNTY. MHMSTX shall cause all subcontractors utilized by MHMSTX to also comply with these specifications. MHMSTX shall furnish to COUNTY certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect, which shall be incorporated herein for all purposes. For each applicable policy, MHMSTX shall name the COUNTY as an additional insured. MHMSTX shall notify COUNTY a minimum of thirty (30) days in advance of cancellation of all or part of a policy. MHMSTX shall make any other insurance documentation available to COUNTY upon request.

13. **Term.** This Agreement becomes effective when executed by both parties. Either party may cancel it by giving thirty days' notice to the other party; otherwise it remains in effect for three (3) years, and may be renewed for a period of another three years by written amendment signed by both parties. Any notice or communication required or permitted shall be given in writing.

14. **Termination.** This Agreement may be terminated by either Party without cause upon thirty (30) days written notice.

15. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law; and when any conflict between this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail. In such event, the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements, and only during the time such conflict exists.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

17. **Indemnification.** To the extent permitted by the state law, COUNTY hereby agrees to indemnify, defend, and hold harmless MHMSTX and its employees of and from any claims, losses, liabilities, and demands of every kind and nature whatsoever, including, without limitation, the cost of defending such claims, losses, liabilities, and demands, including, without litigation, attorneys' and accountants' fees therefor, arising in connection with any acts or omissions by COUNTY or any of its agents or employees in connection with the contract

To the extent permitted by the state law, MHMSTX hereby agrees to indemnify, defend, and hold harmless COUNTY and its employees of and from any claims, losses, liabilities, and demands of every kind and nature whatsoever, including, without limitation, the cost of defending such claims, losses, liabilities, and demands, including, without litigation,

attorneys' and accountants' fees therefor, arising in connection with any acts or omissions by MHMSTX or any of its agents or employees in connection with the contract

18. **Immunities:** Nothing in this Agreement is intended to and COUNTY does not hereby waive, release or relinquish any right to assert any of the defenses COUNTY enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to COUNTY as to any claim or action of any person, entity, or individual against COUNTY.

19. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

20. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any other representation or agreement in connection with this Agreement, not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing, executed by MHMSTX and COUNTY, and not otherwise.

21. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing, and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been heretofore specified by written notice and delivered in accordance herewith:

**If to MHMSTX:**

Methodist Healthcare Ministries of South Texas, Inc.  
Attention: Xochy Hurtado, Chief Operating Officer  
4507 Medical Dr., San Antonio, TX 78229

**If to COUNTY:**

Hidalgo County  
Attention: Richard F. Cortez, County Judge  
100 E. Cano, Second Floor  
Edinburg, TX 78539

Each notice, demand, request or communication delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or if mailed, at such time as it is deposited in the United States mail.

22. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

23. **Assignment.** This Agreement shall not be assignable.
24. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
25. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
26. **Authority to Execute.** The execution and performance of this Agreement by MHMSTX and COUNTY have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of MHMSTX and COUNTY in accordance with its terms.
27. **Performance of Governmental Functions.** Each party hereto is entering into this Agreement for the purpose of providing the services and functions outlined in this document and will pay for such services and any associated costs to execute this Agreement out of current revenues available to the paying party as herein provided.
28. **Liabilities.** This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither MHMSTX nor COUNTY waive, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.
29. **Additional Documents.** The Parties agree that they will abide by the Business Associate Addendum and use reasonable, good faith efforts to execute any other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
30. **Non-Discrimination.** The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or MHMSTX and/or COUNTY policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.
31. **Appendix II to CFR 200-Contract Provisions.** Pursuant to 2 CFR 200.326, a non-Federal entity's contract must contain the applicable provisions described in Appendix II 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II 2 CFR 200 are attached and incorporated by reference into this agreement should it be subject to Federal award.
32. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued

performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto.

**WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.**

**METHODIST HEALTHCARE  
MINISTRIES OF SOUTH TEXAS, INC.**

By:  09.29.2021  
\_\_\_\_\_  
Xochy Hurtado, Chief Operating Officer

**HIDALGO COUNTY, TEXAS**

By: \_\_\_\_\_  
Richard F. Cortez, County Judge

**ATTEST:**

By: \_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**APPROVED AS TO FORM:**

Hidalgo County Office of Criminal District Attorney  
Ricardo Rodriguez, Jr.  
By:

\_\_\_\_\_  
Robert Viña, III, Assistant District Attorney