

STATE OF TEXAS                   §  
   §  
COUNTY OF HIDALGO           §

**MEMORANDUM OF UNDERSTANDING AGREEMENT  
BETWEEN COUNTY OF HIDALGO, TEXAS HEALTH AND HUMAN SERVICES  
AND ONMED LLC.**

This **MEMORANDUM OF UNDERSTANDING**, hereinafter referred to as (“Agreement”) is made on and entered into effective as of the 15th day of April, 2025, by and between the **COUNTY OF HIDALGO, TEXAS**, by and through **HEALTH AND HUMAN SERVICES**, hereinafter referred to as (“County”), and **ONMED LLC.**, hereinafter referred to as (“OnMed”), collectively referred to as “Parties” as follows:

**WHEREAS**, OnMed is a business entity that may lawfully conduct business in the State of Texas which addresses health care needs of communities by providing accessible “OnMed Care Stations” for families in the County of Hidalgo, Texas; and

**WHEREAS**, County and OnMed desire to enter into this Agreement to increase access to residents of the County to health care assistance;

**WHEREAS**, County finds that the assisting OnMed with efforts to address the health care needs of the residents of the County by providing increased access to health care via the OnMed Care Station would serve the public purpose for the benefit of the health, safety and well-being of area residents and the constituents of Hidalgo County;

**NOW, THEREFORE**, and in consideration of the premises and the mutual covenants and agreements expressed hereinafter, County and OnMed agree as follows:

**AGREEMENT SITE.** The site of the OnMed Care Station shall be at the Hidalgo County Health Clinic with a mailing address of 300 E. Hackberry, McAllen, TX 78501.

**DESCRIPTION OF PREMISES IN USE.** The County agrees to allow OnMed the use of the following described \_\_\_ square feet (SF) of office space located at 300 E. Hackberry, McAllen, TX 78501.

Hereinafter referred to as the “Premises”.

**USE OF PREMISES.** The County is allowing use of the Premises to OnMed and OnMed is hereby agreeing to use the Premises for installation and operation of an OnMed CareStation.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of County only otherwise OnMed will be considered in default of this MOU.

**EXCLUSIVE USE.** OnMed shall hold exclusive rights to operate on the Premises with the following use(s): The County will not be able to allow use of any remaining space on the Property for the provision of virtual care.

**TERM OF AGREEMENT.** This MOU shall commence on April \_\_, 2025 and expire at Midnight on April \_\_, 2028 (“Initial Term”). Either Party may terminate this agreement with or without cause upon thirty (30) days written notice to the other Party.

**REIMBURSEMENT AMOUNT.**

Initial reimbursement of \$1,021.37 shall be paid to County for construction and set-up expenses at the time of CareStation installation.

This Initial reimbursement shall cover electrical circuit installation, electrical circuit installation materials, electricity services, internet services and a building permit for the Premises for the Initial Term of this MOU hereinafter referred to as the "Payment."

**PAYMENT.** The Payment shall be paid under the following instructions:

Payment shall be paid by OnMed to the County \$137.50 on a per month basis with payment due no later than the 1st of every month.

**LATE FEE.** The County shall not charge a late payment fee if the payment is not paid on time by OnMed.

**OPTION TO RENEW.** OnMed shall have the right to renew this MOU under the following conditions:

OnMed shall have the right to renew this MOU, along with any renewal period, and be required to exercise such renewal period(s) by giving written notice via certified mail to the County no less than 60 days prior to the expiration of the Initial Term or any subsequent renewal period. OnMed shall have a total of \_\_ renewal period(s) which will continue to abide by the same covenants, conditions and provisions as provided in this MOU as described:

**RENEWAL PERIODS** - The first (1st) renewal period shall begin on April \_\_, 2028 and end on April \_\_, 2031 with the Payment to be paid per month in the amount of \$ \_\_\_\_.

In the event either party chooses not to renew this MOU or upon termination of the MOU, OnMed is responsible for the removal of the OnMed CareStation and any related equipment within 30 days of the expiration of the MOU or its termination.

**EXPENSES.** In accordance with this MOU the responsibility of the expenses shall be attributed to the following:

It is the intention of the Parties, and they hereby agree, that the above-mentioned Payment is the entirety of the payment due per month and expenses payable by OnMed to County and OnMed is not obligated to pay any additional expenses including real estate taxes, liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The County shall be obligated to maintain the general exterior structure of the Premises and, in addition, shall maintain all major systems such as the heating, plumbing and electrical, and shall maintain the parking area and shall also provide snow removal and ground maintenance of the grounds and lands surrounding the Premises, except as hereinafter set forth.

**UTILITIES.** The County shall be responsible for the following utilities on the Premises: electricity and trash removal.

**INITIAL DEPOSIT.** An initial deposit shall not be required in advance upon the signing of this MOU.

**PREMISE IMPROVEMENTS.** The County shall:

- (i) Provide access to a dedicated 30 AMP – 120-volt service;
- (ii) Provide and install IT networking, including but not limited to a standalone hardwired ethernet connection with a minimum of 50 Mbps up/down;
- (iii) Furnish and install data wiring and outlets for the connection of each OnMed CareStation;
- (iv) ensure that a three-pronged twist lock power outlet and two (2) ethernet connections will be located between six (6) feet to eight (8) feet off the ground; and
- (v) provide one (1) publicly addressable static IP address.

Under no circumstance shall OnMed be construed to be the agent, employee or representative of County.

**MAINTENANCE.** The County shall be responsible for all repairs and maintenance due to normal wear and tear on the Premises – particularly items which need immediate attention, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning of bathrooms, cleaning of toilets, etc. The County shall properly maintain the premises in a good, safe and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

**SALE OF PROPERTY.** OnMed shall, in the event of the sale or assignment of County's interest in the building of which the premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by County covering the premises, attorn to the purchaser and recognize such purchaser as County under this MOU.

**HVAC MAINTENANCE.** County will provide or engage a reputable and experienced firm for the purpose of periodically inspecting and maintaining the heating, ventilating, and air conditioning equipment located on the Premises, hereinafter referred to as the "HVAC System." In addition, the County shall be responsible for all costs associated with the everyday upkeep and maintenance of said HVAC System.

**COMMON AREAS.** The County shall be responsible for any costs related to the maintenance and upkeep of the common areas which is defined as space used by other tenants besides OnMed on the Property. Common areas, include but are not limited to, entryways, bathrooms, meeting rooms, and any other space on the Property that is shared by OnMed or other tenants.

**DAMAGE TO PREMISES.** In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of OnMed and which precludes or adversely affects OnMed's occupancy of the premises, then in every

such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by OnMed and until the demised premises have been put in a condition at the expense of the County, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage.

OnMed shall, during the term of this MOU, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this MOU, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of OnMed's guests or invitees. Furthermore, OnMed shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the premises. OnMed shall also be responsible for the cost, if any, which would be incurred by OnMed's contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

**LIABILITY INSURANCE.** The County will maintain, at their expense, casualty insurance insuring the Premises against loss by fire and negligence. OnMed shall Provide and maintain liability insurance. Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.

**IMMUNITIES.** It is expressly understood and agreed that, in the execution of this agreement, neither OnMed nor County waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.

**ADDITIONAL DOCUMENTS.** The parties 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.

**DISPUTES.** If any dispute should arise in relation to this MOU the County and OnMed shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then the County and OnMed shall seek mediation in accordance with the laws in the State of Texas.

**USAGE BY ONMED.** OnMed shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. OnMed shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any governmental authority.

**PETS.** No pets shall be allowed on the premises without the prior written permission of County unless said pet is required for reasons of disability under the Americans with Disability Act.

**NON-DISCRIMINATION.** OnMed and County, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally

funded program or activity when providing any services described herein under this contract/agreement. See Title VI of the Civil Rights Act of 1964, as amended.

**CONDITION OF PREMISES/INSPECTION BY ONMED.** OnMed acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this MOU that the Premises are in good condition and comply in all respects with the requirements of this MOU.

**WAIVER.** Waiver of a default under this MOU shall not constitute a waiver of a subsequent default of any nature.

**GOVERNING LAW.** This MOU shall be governed by the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. OnMed hereby consents to jurisdiction in Hidalgo County, Texas.

**NOTICES.** Notices shall be addressed to the following:

OnMed:                      OnMed LLC  
                                     7 Renaissance Square, 5<sup>th</sup> FL  
                                     White Plains, NY 10601

Hidalgo County:        Health and Human Services  
                                     1304 S. 25<sup>th</sup> Avenue  
                                     Edinburg, TX 78539

**AMENDMENT(S).** No amendment of this MOU shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

**SEVERABILITY.** If any term or provision of this MOU is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this MOU. All other terms and provisions of this MOU shall remain in full force and effect.

**BINDING EFFECT.** This MOU and any amendments thereto shall be binding upon the County and OnMed and/or their respective successors, heirs, assigns, executors and administrators.

***[SIGNATURE PAGE TO FOLLOW]***

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

**COUNTY OF HIDALGO**

Signature \_\_\_\_\_

Richard F. Cortez, County Judge

**ONMED LLC**

Signature \_\_\_\_\_

Karthik Ganesh, CEO

**ATTEST:**

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

**APPROVED AS TO FORM**  
Office of the Criminal District Attorney,  
Toribio "Terry" Palacios

By: \_\_\_\_\_  
Victor M. Garza, Assistant District Attorney