# Memorandum of Understanding

This Memorandum of Agreement (the “Agreement”) is made by and between Webb County, a political subdivision of the State of Texas (hereinafter referred to as "Webb County"), and OnMed LLC a Delaware with a mailing address of 14105 McCormick Drive, Tampa, Florida 33626, (hereinafter referred to as the "OnMed").

## Recitals

Whereas, OnMed has developed a Care Station which provides a comprehensive, every day in-person doctor’s office experience with the convenience of virtual telemedicine; and

Whereas, OnMed has approached Webb County offering to provide an OnMed Care Station for the use of the residents of Webb County, Texas; and

Whereas, OnMed and Webb County have identified the Bruni Health Clinic as an appropriate site for the installation of the OnMed Care Station; and

Whereas, the Webb County Commissioners Court finds it in the best interest of the health, safety and welfare of the community to work with OnMed to provide medical services at no cost to Webb County to Webb County residents.

Now Therefore, the parties agree as follows:

**DESCRIPTION OF PREMISES IN USE.** Webb County agrees to allow OnMed the use of the described ±500 square feet (SF) of office space, as shown in Exhibit “A” attached hereto and incorporated herein by reference as if set out in full for all intents and purposes, located at 219 N. Avenue B, Bruni, TX 78344 and hereinafter referred to as the “Premises”.

**USE OF PREMISES**. Webb County is allowing use of the Premises to OnMed and OnMed is hereby agreeing to use the Premises exclusively for the 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 Webb 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): Webb County will not allow any remaining space on the Property for the provision of virtual care. However, Webb County may use any remaining space for the provision of active health services (i.e. vaccination clinics, dental clinics etc.)

**TERM OF AGREEMENT**. This MOU shall commence on April 1, 2025 and expire at Midnight on March 31, 2028 (“Initial Term”).

**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 for one additional three year term and may exercise such renewal by giving written notice via certified mail to Webb County no less than 60 days prior to the expiration of the Initial Term or any subsequent renewal period provided that OnMed is current on all its obligation under this agreement.

**RENEWAL PERIODS**. The first (1st) renewal period shall begin on April 1, 2028 and end on March 31, 2031.

**TERMINATION**. Either Party, at its sole option and discretion, may unilaterally terminate, for convenience and without cause, this Agreement prior to the end of the term of this Agreement set forth above.

To terminate this Agreement either Party shall provide the other Party with sixty (60) calendar days' written notice of its intent to terminate this Agreement and, in such event, the Parties will be released of all future liability, and any and all other obligations under this Agreement upon the expiration of the sixty (60) calendar days set forth in the notice.

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:

OnMed is not obligated to pay real estate taxes, liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises.

**INSURANCE AND INDEMNIFICATION**. Webb County will maintain, at its sole cost and expense the following insurance coverages:

1. Casualty insurance insuring the Premises against loss by fire and negligence.
2. General liability insurance.

OnMed shall Provide and maintain the following insurance:

1. Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate), contractual, and no XCU (Explosion, Collapse, Underground) exclusion. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering OnMed obligations contained in the contract.

2. Umbrella Liability Insurance at a minimum combined single limit of $5,000,000 per occurrence for bodily injury and property damage. The Umbrella Liability Insurance shall be applicable to all required coverages except professional liability.

3. Medical Professional Coverage including Entity Professional Liability with minimum limits of $1,000,000 per occurrence, $2,000,000 annual aggregate and provide Webb County a copy.

PLEASE NOTE: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following-form. OnMed may maintain reasonable and customary deductibles, subject to approval by Webb County.

Any Subcontractor(s) hired by OnMed shall maintain insurance coverage equal to that required of OnMed. It is the responsibility of OnMed to assure compliance with this provision. Webb County accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, contractual liability, and no XCU exclusion.

With reference to the foregoing insurance requirement, OnMed shall specifically endorse applicable insurance policies as follows:

1. Webb County shall be named as a primary, non-contributory additional insured with respect to General Liability and Umbrella Liability

2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of Webb County shall be contained in all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify the Webb County of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that Webb County will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies which name Webb County as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

7. Contractor may maintain reasonable and customary deductibles, subject to approval by the Webb County.

8. Insurance must be purchased from insurers that are financially acceptable to the Webb County. A minimum A.M. Best rating of A-: VIII is required.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to the Webb County.

3. A copy of all required endorsements for each policy shall accompany the certificate of insurance.

4. As required insurance policies renew, an updated certificate of insurance shall be provided to Webb County immediately upon coverage renewal.

Upon request, Contractor shall furnish Webb County with certified copies of all insurance policies.

**ONMED COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE COUNTY (AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES THEREOF), INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON THE COUNTY, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO ONMEDS WILLFUL MISCONDUCT, OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS LEASE, INCLUDING ANY SUCH ACTS OR OMISSIONS OF ONMED, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF ONMED, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS MOU, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE COUNTY UNDER TEXAS LAW OR THE LAW OF ANY**

**OTHER APPLICABLE JURISDICTION AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES SPECIFIED HEREIN AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. ONMED SHALL PROMPTLY ADVISE THE COUNTY IN WRITING OF ANY CLAIM OR DEMAND AGAINST SUCH PARTY RELATED TO OR ARISING OUT OF ONMED'S ACTIVITIES UNDER THIS LEASE AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT ONMED'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY PROVISIONS SPECIFIED IN THIS PARAGRAPH. THE COUNTY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING ONMED OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.**

**THE PARTIES HERETO HEREBY EXPRESS THEIR INTENT THAT THE INDEMNITY PROVIDED FOR IN THIS SUBSECTION IS AN INDEMNITY EXTENDED BY ONMED TO INDEMNIFY, PROTECT, AND HOLD HARMLESS THE COUNTY FROM THE CONSEQUENCES OF ONMED'S NEGLIGENCE; PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SUBSECTION SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF THE COUNTY IS NOT A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF THE COUNTY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. ONMED FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF THE COUNTY (AND IN THE NAME OF THE COUNTY), ANY CLAIM OR LITIGATION BROUGHT AGAINST THE COUNTY (AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES THEREOF), IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.**

**UTILITIES**. Webb County shall be responsible for the following utilities on the Premises: electricity, water, sewer and trash removal.

OnMed shall be responsible for procuring and paying for internet services.

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

**PREMISE IMPROVEMENTS**. Webb County shall:

(i) Provide access to a dedicated 30 AMP – 120-volt service;

(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

**MAINTENANCE**. Webb 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, clearing of toilets, etc. Webb 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.

Webb County, at its sole cost and expense, shall repair as well as keep and maintain the foundation, floor slab, the structure, substructure under the Building, parking areas, walkways, driveways, the exterior walls, exterior roof, roof membrane, and structural components (including glass, plate glass, display windows; doors; door closure devices; locks, and hardware; and interior painting or other treatment of interior walls), of the Premises in good condition and repair and further will keep and maintain all underground plumbing in good order. Webb County shall not be required to make any repairs occasioned by the act or negligence of OnMed, its agents, employees, and licensees. In the event that the Premises should become in need of repairs required to be made by the Webb County hereunder, OnMed shall notify Webb County within ten (10) days after discovering repairs needed to be done by Webb County. Webb County shall be responsible for all major repairs, as determined by Webb County in its sole discretion, to the heating, ventilation, and air conditioning ("HVAC") systems, electrical system, plumbing system, fixtures and all other interior appliances and appurtenances belonging thereto.

**SALE OF PROPERTY**. OnMed shall, in the event of the sale or assignment of Webb 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 Webb County covering the premises, attorn to the purchaser and recognize such purchaser as Webb County under this MOU.

**COMMON AREAS**. Webb 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 Webb 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 or her 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 to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

**DISPUTES**. If any dispute should arise in relation to this MOU Webb County and OnMed shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then Webb 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 Webb County unless said pet is required for reasons of disability under the Americans with Disability Act.

**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 shall be enforced in the state courts of Webb County, Texas.

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

OnMed: OnMed LLC
14105 McCormick Drive
Tampa, Florida 33626

| | | |
|---|---|---|
| Webb County: Webb County Judge<br>1000 Houston Street<br>Laredo, Texas 78040 | with a copy to | Director<br>Webb County Public Health Services<br>1620 Santa Ursula<br>Laredo, Texas 78040 |

**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 Webb County and OnMed and/or their respective successors, heirs, assigns, executors and administrators.

**ENTIRE AGREEMENT**. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.

**IMMUNITY**. Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

**NO RIGHTS CREATED**. This Agreement is not intended and does not create any rights or interest in persons not a party hereto.

**NO PARTNERSHIP OR JOINT VENTURE**. No provision of this Agreement or act of the parties hereunder pursuant to this Agreement will be construed to express or imply a joint venture, partnership, or relationship. No employee or representative of OnMed will at any time be deemed to be under the control or authority of Webb County, or under the joint control of both parties.

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

| | |
|---|---|
| WEBB COUNTY | ONMED LLC |
| _____ | _____ |
| Tano E. Tijerina | |

Webb County Judge

Date: _____ Date: _____

ATTEST:

_____
Margie Ramirez Ibarra
Webb County Clerk

Approved as to Form:

_____
Nathan R. Bratton
General Counsel
Civil Legal Division*

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf Webb County, its client. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

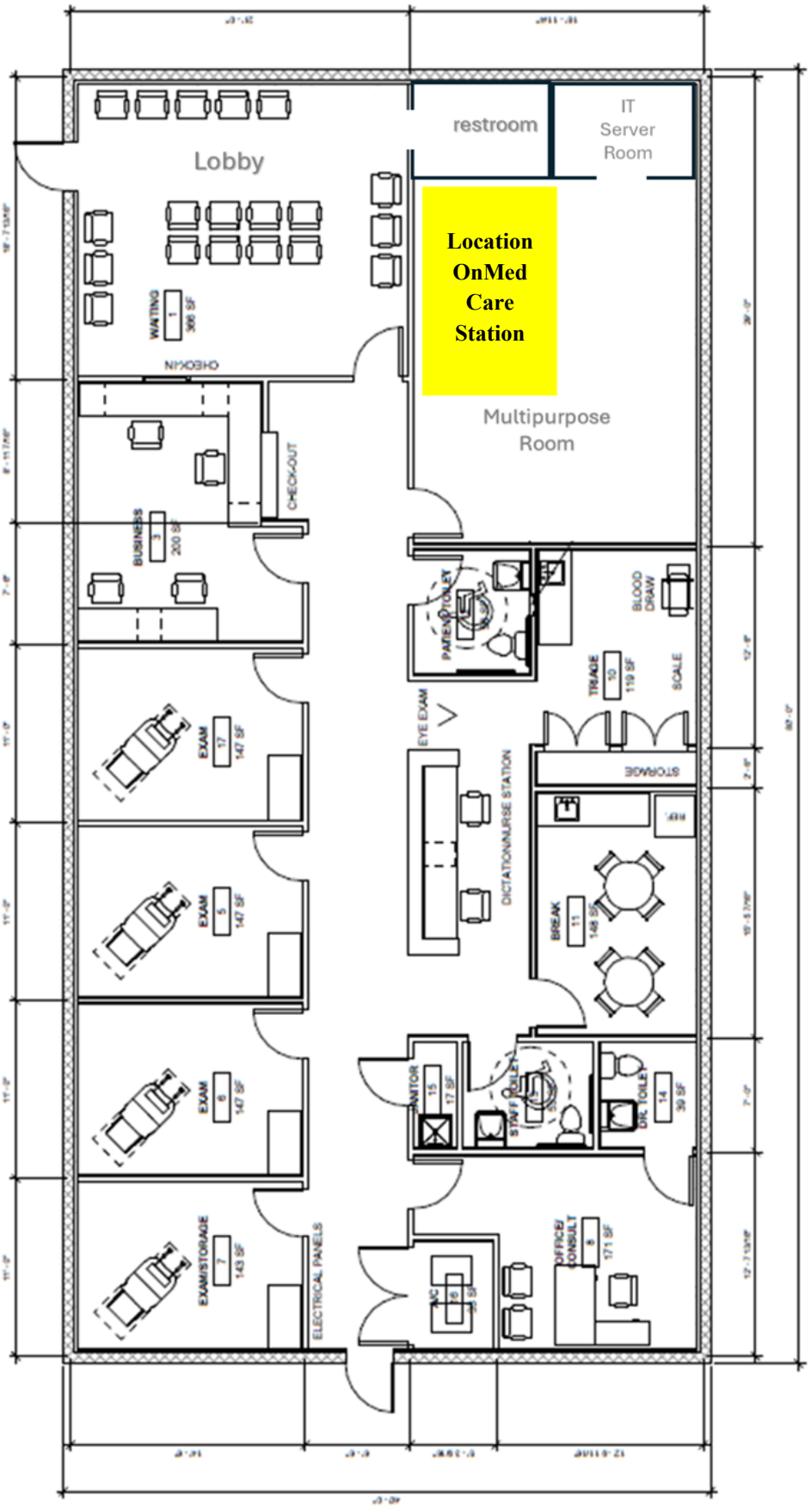


Exhibit A
Memorandum of Understanding
OnMed - Webb County