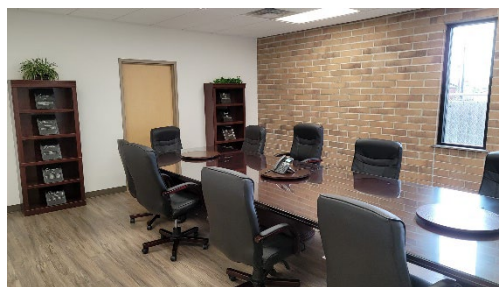
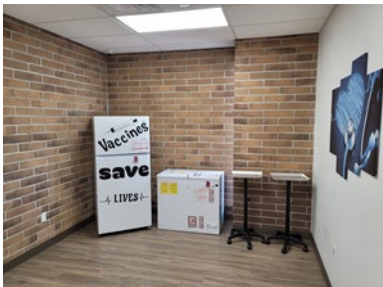
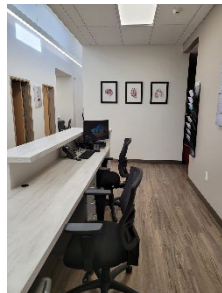
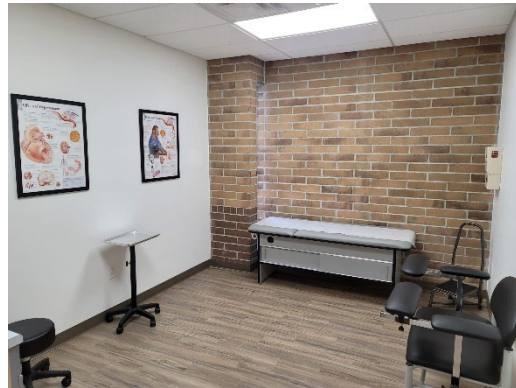


Webb County Public Health Facility

2021



Nancy Cadena
Indigent Health Care Services
1620 Santa Ursula
Laredo, Texas 78040
10/1/2021

**MEMORANDUM OF UNDERSTANDING BETWEEN
WEBB COUNTY AND GATEWAY COMMUNITY HEALTH CENTER, INC.
FOR PRIMARY CARE CLINIC AT THE BRUNI PUBLIC HEALTH FACILITY**

This Memorandum of Understanding, herein referred to as “MOU”, “Agreement”, or “Contract” is made and entered into by and between WEBB COUNTY, a political subdivision of the State of Texas, herein after referred to as “County”, acting by and through its County Judge, as authorized by its Commissioners Court, hereinafter referred to as “Commissioners Court”, and GATEWAY COMMUNITY HEALTH CENTER, INC., herein after referred to as “Service Provider” and/or “Gateway”, a Federally Qualified Health Center that provides primary healthcare services.

The purpose of this agreement is to establish a collaboration for the operation and health care services to be provided at the Webb County Public Health Facility located at 219 N. Avenue B, Bruni, Texas 78344, hereinafter referred to as “Facility” or “Premises”.

WHEREAS, the quad-city area, which includes Bruni, Oilton, Mirando City, and Aguilares, is a medically underserved community, with an estimated population of over 1,000 residents who must commute a long distance in order to obtain healthcare services; and

WHEREAS, in 2020, Webb County was awarded a \$500,000 grant by the Texas Department of Agriculture and additional matching funds totaling \$450,000 by Webb County were used to build and furnish the health care facility.

WHEREAS, Webb County is partnering with health providers interested in providing services such as: primary/preventative healthcare, urgent care, behavioral health, dental care, vision care, specialty care, health and wellness, nutrition education, and/or any other health services that will benefit community residents who live in the quad-city and surrounding areas within Webb County.

WHEREAS, the Purchasing Act pursuant to §262.024 of the Texas Local Government Code authorizes the Commissioners Court to enter into a professional services agreement for healthcare services.

WHEREAS, the Commissioners Court finds that a health care clinic is the best interest of the public in Webb County by promoting the health, safety and welfare of the general public found within Webb County.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN WEBB COUNTY AND GATEWAY AS FOLLOWS:

RESPONSIBILITIES OF WEBB COUNTY

1. Webb County will authorize the use of approximately 3,200 sq. ft. of physical space for the public purpose of providing a health care clinic, located at 219 N Avenue B, Bruni, Texas 78344 as well as the use of available County equipment and available County supplies as follows:

- a. Four (4) exam rooms equipped with examining table and one (1) triage/lab area equipped with weight scale
 - b. Two unisex bathrooms (lobby and clinic area)
 - c. Temperature monitored refrigerator and freezer for storage of vaccines/medications for day use only
 - d. Breakroom with refrigerator, microwave, coffee maker, and table for staff use.
2. Webb County will provide at its expense, the following basic utility services that are needed for the day-to-day operations of the Premises and clinic: electricity, water, heating/cooling, and telephone. *Note the County's network/internet infrastructure is not open to the Service Provider. Service Provider may install at its own expense a separate network/internet access point on the Premises. County will provide the necessary power and appropriate location so that Service Provider may operate its own network/internet access point.
 3. Webb County will station its own employees at the facility as follows one (1) full time receptionist and up to two (2) part time employees that will represent Webb County's interest at the facility. The County will have from time to time maintenance and janitorial staff maintain the Premises but will not be responsible for the maintenance or cleanup of Gateway's hazardous refuse, bodily fluids, excrement or medical waste generated in relation to providing medical services. Service Provider shall have a duty to notify the County or its staff of any hazardous conditions it is aware of located on said Premises including common areas and in the parking area immediately upon discovering the hazardous condition.
 4. **Non-Appropriations**
Webb County cannot warrant that funds will be available to pay for the expenses that it will incur in keeping the Facility open through the end of the current and/or any future fiscal period, but shall use the County's budgetary process to obtain funds to pay all expenses in and through the end of this year's term or any future term including any renewal term. If our appropriations request to our Commissioners Court for funds is unable to pay for expenses that are created by this agreement or is denied then this agreement may terminate on the earlier of the last day of the fiscal period for which funds are available and have already been appropriated.
 5. Webb County is not responsible for any medical billing and/or fees/copays assessed and/or collected for any services rendered by Gateway to their patients.

RESPONSIBILITY OF GATEWAY COMMUNITY HEALTH, INC.

6. Gateway shall establish and operate a primary care Mobile Medical Van at the Facility parking lot offering the services listed in Attachment A, which is incorporated into and made a part of the agreement. Any changes in the plan as set out in Attachment A must be jointly approved by the County through its Commissioners Court and Gateway.
7. Gateway will arrange for personnel to operate the Mobile Medical Clinic. These personnel may include one or more people in the following positions:
 - 7.1 physician(s), mid-level provider(s) (nurse practitioner(s), and/or physician assistant(s),

medical office assistant(s), clerk(s),, licensed professional counselor(s), and other(s), whose work shall be coordinated and supervised by Gateway.

- 7.2 the Mobile Medical Van will be available at least one day per month operating from 9:00 a.m. to 4:00 p.m.
8. Gateway shall place non-Biohazard trash in designated trash bins for pickup and disposal.
9. Gateway shall handle its own medical billing and/or fees/copays assessed for all services rendered by Gateway to their patients.
10. Gateway shall obtain appropriate professional and general liability insurances as stated in this Agreement.
11. Gateway acknowledges and agrees that Webb County does not assume Center's professional and/or general liability for operation of the clinic.
12. Gateway shall be solely responsible to maintain patient, employee and independent records and documents in compliance with federal, state and local laws regarding the protection of personal health information.
13. Gateway shall take reasonable measures to safely secure the areas in which they intend to treat, recover and receive patients.
14. Gateway shall implement safety guidelines for the treatment of patients that includes the safety of Gateway's and Webb County's Staff.
15. Gateway shall provide to the County a copy of and maintain insurance coverage, until the work covered in this MOU is completed and accepted by the County, the minimum insurance coverages as follows:
 - 15.1 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), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Service Providers obligations contained in this Agreement.
16. Any Subcontractor(s) hired by the Service Provider shall maintain insurance coverage equal to that required of the Service Provider. It is the responsibility of the Service Provider to assure compliance with this provision. Webb County accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

17. Malpractice Insurance

Under FSHCAA, a section 330-funded health center, as well as its officers, directors, employees, and certain contractors, may be considered deemed to be Federal employees for the purposes of medical malpractice coverage under the FTCA. Gateway has been deemed as

a covered entity under the Federal Tort Claims Act (“FTCA”) and shall be covered under this Act for all activities within the scope of this Agreement.

18. With reference to the foregoing insurance requirement, Service Provider shall specifically endorse applicable insurance policies as follows:

18.1 The County shall be named as an additional insured with respect to General Liability and Automobile Liability.

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

18.3 A waiver of subrogation in favor of Webb County shall be contained in the Workers Compensation, and all liability policies.

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

18.5 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.

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

19. Upon request, Service Provider shall furnish Webb County with certified copies of all insurance policies.

20. All Service Providers and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

21. Term and Fees of Agreement

21.1 This agreement shall be effective May 27, 2022 and shall continue in effect thru May 26, 2023. This Agreement may be terminated by either party with a thirty (30) days’ prior written notice.

21.2 Gateway shall pay to Webb County for valuable consideration of \$10 dollars beginning May 27, 2022 for the use of the space, utilities, supplies and equipment located at 219 N. Avenue B., Bruni Texas, 78344 for the sole public use as a health clinic.

22. Force Majeure

Neither party shall be deemed in violation of this agreement unless it is prevented by performing any of the obligations hereunder by reasons of strikes, boycotts, labor disputes, embargoes, epidemic, pandemic, act of God, acts of a public enemy, acts of superior

governmental authority, riots, rebellions, sabotage, or other circumstances for which it's not responsible or which it's not within control.

23. Jurisdiction and Venue: Choice of Law

The obligations and responsibilities undertaken by each of the parties to this agreement shall be performable in **Webb County**, Texas. This agreement is governed by the laws of the State of Texas Venue shall lie in Webb County, Texas County or District Court.

24. Notice

All mailed notices called for or contemplated hereunder shall be deemed to have been duly given forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid and may be also be affected by personal hand delivery to Webb County at their address listed below. Gateway may also be served by personal hand delivery at their address that is listed below.

Webb County

Tano Tijerina, Webb County Judge
Attention: *Bruni Clinic Agreement with Gateway*
1000 Houston St. 3rd FL
Laredo, TX 78040

Gateway Community Health, Inc.

Elmo Lopez, Jr., CEO
1515 Pappas St.
Laredo, TX, 78041

CC: Notice required to be sent to

Webb County Public Health Services
Attention: *Bruni Clinic Agreement with Gateway*
1620 Santa Ursula Ave
Laredo, Texas 78040
Main Number 956-523-4747

25. Entire Agreement

This Agreement, along with Attachment A, which are incorporated herein by reference, the same as if copied herein constitutes the entire agreement between the parties, and all negotiations and understandings between the parties are merged herein.

26. Independent Contractor

Each party shall carry out the terms and conditions of this agreement as an Independent Contractor and not as an agent, servant, or employee of the other party. Employees of one party shall not receive employee benefits from the other party. For all purposes herein, each party is and shall be deemed to be an Independent Contractor of the other party, and it's mutually agreed that nothing contained herein shall be deemed or construed to constitute partnership or joint venture between both parties.

27. Discrimination

No one will, on the grounds of race, creed, color, national origin, disability, age, sexual orientation or gender be subject to discrimination in the performance of this agreement.

28. Indemnity

Except to the extent not covered by Federal Tort Claims Act via the Federally Supported Health Centers Assistance Act, and to the extent authorized by law, and the Constitution of the State of Texas, and specifically Article XI, Section 7 of the Texas Constitution, and with the mutual understanding that WEBB COUNTY is a political subdivision of the State of Texas and that an indemnity obligation cannot be paid from current revenues and that no order, resolution, tax nor interest and sinking fund has been set, adopted or established for payment of this indemnity obligation, and without expanding WEBB COUNTY's liability beyond the statutory limits of the Texas Tort Claims Act or under existing law, and furthermore, without waiving WEBB COUNTY's immunity beyond the scope of that allowed by the Texas Tort Claims Act, in consideration of the performance by both parties of this agreement, each party does hereby agree to indemnify and hold harmless all agents, servants, and employees of the other party from and against any and all claims and liabilities from any acts or omissions of the other party, its agents, servants or employees in the performance of this agreement, except that neither party shall indemnify the other for claims or liabilities arising solely from negligence, act, or omission of the other party.

29. No Waiver of Immunity

Neither Webb County nor Gateway waive or relinquish any Immunity or defense on behalf of itself, its trustees, officers, employees and assents because of the execution of this agreement and the performance of covenants contained herein.

30. Inconsistencies.

Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

31. Severability

Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

32. Prohibition against Assignment

There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.

33. Amendment

No changes to this Agreement shall be made except upon written agreement of both parties.

34. Confidentiality

Any confidential information provided to or developed by Service Provider in the performance of this Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization without the prior written approval of the County.

35. Headings

The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

36. Waiver

The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

37. Counterparts

This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

38. Terminology and Definitions

All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

39. Rule of Construction

The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments, attachments or exhibits hereto.

40. Immunity

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

41. Legal Compliance

The parties hereto agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this agreement. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this agreement, or to cease performing any act required by this agreement, this agreement shall be deemed to have been modified to conform with the requirements of such law, regulation or rule.

42. Authorization

The persons executing this Agreement on behalf of Webb County and Gateway Clinic, by affixing their signatures hereto, warrant that they are duly authorized to execute this agreement on behalf of the entity for which they sign.

43. OSHA Compliance

All Service Providers and subcontractors must meet minimum OSHA safety requirements as applicable to their operations.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of _____ 2022.

For: Gateway Clinic

For: Webb County

Elmo Lopez
Title: Chief Executive Officer
Address: P.O Box 339
Laredo, TX 78044-3397

Honorable Tano Tijerina
Title: Webb County Judge
Address: 1000 Houston St. 3rd FL
Laredo, TX 78042

ATTESTED

Honorable Margie Ramirez Ibarra
Webb County Clerk

Approved as to Form:

Jorge L. Trevino, Jr., Assistant General Counsel
Civil Legal Division*

*** The General Counsel, Civil Legal Division’s office, may only advise or approve contracts or legal documents on behalf of 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).**

Passed and approved by the Webb County Commissioners Court on _____, 2022; Item no _____

ATTACHMENT A
TO THE
MEMORANDUM OF UNDERSTANDING BETWEEN
WEBB COUNTY AND GATEWAY COMMUNITY HEALTH CENTER, INC.
FOR PRIMARY CARE CLINIC AT THE BRUNI PUBLIC HEALTH FACILITY

MEDICAL SERVICES THAT WILL BE PROVIDED BY GATEWAY:

- General primary health care
- Routine physical examinations including sports physicals
- Diagnosis and treatment of acute illness
- Diagnosis and treatment of chronic illness
- Referrals for illnesses not suitable for diagnosis and/or treatment in the clinic
- Treatment for minor injuries
- Referrals for injuries not suitable for management in the clinic
- Immunizations
- Laboratory tests
- Prescriptions and/or medications for treatment
- Oral health examinations
- Health education
- Nutrition education
- Weight reduction education
- Drug and alcohol abuse programs
- Family counseling
- Mental health and psychosocial counseling
- COVID-19 (Coronavirus) Tests
- COVID-19 Vaccinations