MEMORANDUM OF UNDERSTANDING

Rural Texas Strong Initiative 1

Make Rural Texans Healthy Again

This Memorandum of Understanding ("MOU") is entered into by and between Tyler County Hospital District ("District") and the County of Tyler, Texas ("County") (each a "Party" and together the "Parties").

1. Purpose

The Parties intend to cooperate in implementing community-based prevention, wellness, and nutrition activities under the District's Rural Texas Strong Initiative 1 project, Make Rural Texans Healthy Again, which is funded by the Texas Health and Human Services Commission ("Project"). The Project aims to improve access to nutrition education, fresh produce, chronic-disease prevention services, and related support for Tyler County residents, with an emphasis on obesity, diabetes, older adults, and individuals who face transportation or other barriers to care.

This MOU outlines how the Parties will work together. It does not transfer grant funds, create an employment relationship, or make either Party the agent of the other unless a separate written agreement provides otherwise.

2. Term

This MOU is effective as of the date of the last signature below and continues through September 30, 2031, unless terminated earlier under Section 11 or extended in writing. The Parties may extend the term by written amendment if Project funding continues.

3. Roles of the District

The District is the applicant for the Project and, if awarded, the grantee. The District will:

a. Administer the Project, including hiring and supervising the County Health and Wellness Coordinator and other District staff assigned to it;

b. Deliver or arrange Project activities, including outreach, education, produce market days, cooking demonstrations, participant navigation, transportation assistance, and other grant-approved services;

c. Coordinate clinical counseling on obesity and diabetes through existing District clinical staff;

d. Maintain grant records, fiscal documentation, and required reports for HHSC;

e. Provide County with reasonable notice of scheduled Project events that use County facilities or require County staff support.

f. Remain solely responsible for compliance with the grant award, applicable federal and state regulations, and District policy.

4. Roles of the County

The County will support the Project as a community partner. Subject to available staff, space, and Commissioners Court authorization, the County will:

a. Allow reasonable use of the Tyler County Nutrition Center and other agreed-upon County facilities for produce storage, nutrition and wellness classes, cooking demonstrations, wellness checks, office space for grant staff, and other Project activities;

b. Coordinate Nutrition Center scheduling with the District so Project activities can be scheduled on a regular calendar;

c. Assist with community outreach through existing County channels, as appropriate, including senior programs and other County-operated services;

d. Designate a County contact person for day-to-day coordination with the District Coordinator.

e. Notify the District promptly if a scheduled facility or service is unavailable.

The County is not the grantee and is not responsible for grant performance, drawdowns, or reporting unless a later written agreement assigns a specific County task and budget.

5. Facilities and Operations

Use of County facilities will be limited to times and spaces approved by the County. The District will leave used areas clean and safe, comply with County facility rules, and not store hazardous materials on County property without prior written approval. The District may place Project supplies at the Nutrition Center only in areas designated by the County. Ownership of District-purchased equipment and supplies remains with the District unless the Parties agree otherwise in writing.

6. Funding

Each Party will bear its own costs of performing under this MOU, except as provided in a separate written agreement. No grant funds will be paid to the County under this MOU. If the Parties later agree that the County will provide a paid service or receive Project funds, they will execute a separate contract that complies with grant procurement and fiscal rules.

7. Records and Information

The District will maintain records documenting Project activities at County sites, including event dates, approximate attendance, and facility use. Each Party will share non-confidential operational information reasonably necessary to schedule and carry out the Project. Protected health information, if any, will be used and disclosed only as permitted by HIPAA and other applicable law. This MOU, by itself, does not authorize the County to access District patient records.

8. Publicity and Communications

Either Party may describe the partnership in Project materials, provided the description is accurate. Neither Party will speak for the other or commit the other to any spending, staffing, or policy without that Party's written approval.

9. Insurance and Liability

Each Party remains responsible for the acts and omissions of its officers, employees, and agents. Nothing in this MOU waives sovereign or governmental immunity except to the extent that immunity is waived by Texas law. The District will maintain insurance or self-insurance customary for its operations. The County will maintain coverage customary for county operations. This Section does not constitute indemnity.

10. Independent Relationship

The Parties are independent governmental entities. This MOU does not create a partnership, joint venture, or joint enterprise for liability purposes. District staff remain District employees, and County staff remain County employees.

11. Termination

Either Party may terminate this MOU for convenience upon thirty (30) days' written notice. Either Party may terminate this MOU immediately for a material breach that is not cured within fifteen (15) days after written notice, or immediately if Project funding ends. Termination does not excuse a Party from obligations that by their nature survive, including records and confidentiality.

12. Amendments

This MOU may be amended only by a written amendment signed by both Parties.

13. Notices

Notices under this MOU will be in writing and delivered by hand, by mail, or by email to:

If to the District: Administrator, Tyler County Hospital District, 1100 W Bluff St, Woodville, Texas 75979.

If to the County: County Judge, Tyler County, Woodville, Texas 75979.

A Party may update its notice address by providing written notice to the other Party.

14. Entire Understanding; Governing Law

This MOU constitutes the entire understanding between the Parties regarding this subject and supersedes prior oral or written discussions about this partnership, except for any separate facility-use, data, or funding agreement executed by the Parties. It is governed by the laws of the State of Texas. Venue is in Tyler County, Texas.

15. Signatures

The persons signing below represent that they are authorized to bind their respective Party. This MOU may be executed in counterparts, including electronic copies.

TYLER COUNTY HOSPITAL DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF TYLER, TEXAS

By: _____
Name: _____
Title: _____
Date: _____