

## **INTERLOCAL COOPERATION CONTRACT**

This Interlocal Cooperation Contract (this "Contract") is entered into effective **November 1, 2025**, ("Effective Date"), by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

### **CONTRACTING PARTIES:**

Receiving Party: **Brazoria County**, a local government of the state of Texas.

Performing Party: **The University of Texas Medical Branch at Galveston, dba UTMB Health**, an institution of The University of Texas System, an agency of the state of Texas.

### **PURPOSE:**

The purpose of this Contract is to obtain the services of Performing Party to provide medical services to Brazoria County STD Clinic on a limited basis (the "Clinic"). This Contract will increase the efficiency and effectiveness of the Contracting Parties.

### **STATEMENT OF SERVICES TO BE PERFORMED BY EACH PARTY:**

Performing Party will present Peter F. Edemekong, MD, MPH, FACPM ("Provider") or other qualified replacement provider to provide coverage in the Clinic on a weekly basis, attending Monday clinical sessions for up to four (4) hours, as mutually scheduled between the parties, for up to Forty Eight (48) weeks per year ("services"). Performing Party will provide Receiving Party the designated Provider under this Contract to the extent such Provider is employed by and/or affiliated with Performing Party, during those times and dates that Provider is not scheduled to provide services or required duties to Performing Party in any capacity. Further, in the event the designated Provider is no longer employed by and/or affiliated with Performing Party, Performing Party will make best efforts to provide a qualified replacement provider to Receiving Party; however, Performing Party makes no express or implied representation, or guarantee, that Provider, or a qualified replacement provider, will be employed by and/or affiliated with Performing Party during the entire Term of the Contract, or any renewal period(s). Should Performing Party not be able to present either Provider or qualified replacement provider, the parties agree that this Contract shall terminate upon notice of same to Receiving Party by Performing Party.

Receiving Party will provide any and all necessary space, staffing, supplies, equipment and other related items to properly maintain the Clinic for patient care.

### **WARRANTIES:**

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted under Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted under Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

**CONTRACT AMOUNT AND FEE SCHEDULE:**

The total amount of this Contract shall not exceed Thirty Three and 00/100 Dollars (\$33,000.00).

Receiving Party shall pay Performing Party Six Hundred Eighty Seven and 50/100 Dollars (\$687.50) per 4 hour clinical session, with Receiving Party making payment to Performing Party within thirty (30) days' of receipt of an invoice for services.

**PAYMENT:**

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the Texas Prompt Payment Act ("Act"), Chapter 2251, *Texas Government Code*.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party.

**TERM:**

The term of this Contract begins on the Effective Date and expires on **September 30, 2026**.

**NOTICES:**

Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Receiving Party:	Brazoria County Health Department Director of Public Health Services 434 E. Mulberry Angleton, TX 77515 Attention: Cathy Sbrusch Fax: 979-864-3955 Email: cathys@brazoriacountytx.gov
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<i>with copy to:</i>	Brazoria County District Attorney's Office 237 E. Locust, Suite 305 Angleton, TX 77515 Attention: Mary Shine Fax: 979-864-1712 Email: maryc@brazoriacountytx.gov
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If to Performing Party: UTMB  
301 University Boulevard  
Galveston, TX 77555-0128  
Attention: EVP & Chief Financial Officer  
Email: jd Bailey@utmb.edu

with copy to: UTMB  
301 University Boulevard  
Galveston, TX 77555-0149  
Attention: Chief Medical Officer, Community Based Clinics  
Email: arstickl@utmb.edu

or such other person or address as may be given in writing by either party to the other in accordance with this Section.

#### **TERMINATION:**

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty day period.

Either Party may terminate this Contract upon Thirty (30) days' advance written notice of termination to the Receiving Party.

#### **OTHER PROVISIONS:**

**Access by Individuals with Disabilities.** Performing Party represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to Receiving Party under this Contract (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Performing Party becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performing Party represents and warrants that it will, at no cost to Receiving Party, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Performing Party is unable to do so, then Receiving Party may terminate this Contract and Performing Party will refund to Receiving Party all amounts Receiving Party has paid under this Contract within thirty (30) days after the termination date.

**HIPAA and Privacy Compliance.** To the extent either party comes into contact with information considered Individually Identifiable Health Information as defined by 42 U.S.C. §1320(d), Protected Health Information or Electronic Protected Health Information (collectively known as "Protected Information") as regulated by the Department of Health and Human Services through the adoption of standards, 45 CFR Parts 160 and 164 (Privacy Rule) and 45 CFR Parts 160, 162 and 164 (Security Rule), as well as state laws, rules and regulations protecting patient privacy, that party agrees to keep private and to secure any information considered Protected Information in accordance with applicable federal or state law.

**Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Performing Party agrees that any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency that Performing Party owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

**Venue; Governing Law.** Brazoria County, Texas shall be the proper place of venue for suit on or in respect of this Contract. This Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

**Entire Agreement; Modifications.** This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

**Loss of Funding.** Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by that Contracting Party's governing board. If the Legislature fails to appropriate or allot the necessary funds to a Contracting Party, or a Contracting Party's governing board fails to allocate the necessary funds, then the Contracting Party that loses funding may terminate this Contract without further duty or obligation under this Contract.

**State Auditor's Office.** The Contracting Parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.

**Assignment.** This Contract is not transferable or assignable except upon written approval by Receiving Party and Performing Party.

**Severability.** If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

**Public Records.** It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

**RECEIVING PARTY:**

**Brazoria County Judge**

By: \_\_\_\_\_  
L.M. "Matt" Sebesta, Jr.  
County Judge

Date: \_\_\_\_\_

**PERFORMING PARTY:**

**The University of Texas Medical Branch  
at Galveston**

By: \_\_\_\_\_  
Jamie D. Bailey, MBA, CPA, CFE  
Executive Vice President and  
Chief Financial Officer  
301 University Boulevard  
Galveston, Texas 77555-0128

Date: \_\_\_\_\_

Content Review: \_\_\_\_\_

By: \_\_\_\_\_  
Angela Raimer, MD  
Chief Medical Officer  
Community Based Clinics

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Peter F. Edemekong, MD, MPH,  
FACPM

Date: \_\_\_\_\_