

INTERLOCAL COOPERATION CONTRACT

This Interlocal Cooperation Contract (Contract) is entered into effective **September 1, 2024 (Effective Date)**, by and between Contracting Parties pursuant to authority granted in and in compliance with Chapter 791, Government Code.

CONTRACTING PARTIES:

Receiving Party: The Commissioners Court of Brazoria County (herein referred to as County) of the State of Texas.

Performing Party: The University of Texas Medical Branch at Galveston (herein referred to as UTMB Health), of the State of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to in support of Maternity and Family Planning Services. This Contract will increase the efficiency and effectiveness of Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services (services):

1. Staff and operate a maternity and family planning clinic at UTMB Health's expense except that County will pay UTMB Health a sum, which is further described under the Contract Amount section.
2. Provide adequate clinic space to allow County to locate WIC (Women, Infant, and Children) services, or any other services deemed appropriate by the Director of the Brazoria County Health Department, at the same location with the UTMB Health maternity and family planning services. The location, facilities, and services will be mutually agreed upon by UTMB Health and the Director of Brazoria County Health Department. UTMB Health will lease and furnish such clinic space in County for a period of one (1) year, renewable for three (3) subsequent one (1) year terms upon mutual consent.
3. The expense of the lease and utilities will be the responsibility of UTMB Health, and the expense of the WIC and other County furnishings and services will be the responsibility of County.
4. Provide all professional and non-professional staff and prenatal, postpartum and family planning services deemed appropriate by the UTMB Health medical staff in consultation with the Director of the Brazoria County Health Department.
5. Determine patient eligibility for services and shall include residents of County whose income is not more than 100% of the income level annually established as constituting poverty by the U.S. Department of Health and Human Services. UTMB Health may develop a program for discounted prenatal care locally and obstetrical/newborn inpatient care at the UTMB Health hospitals on a prepaid basis for residents of County whose income is more than 100% of the income level annually established as constituting poverty by the U.S. Department of Health and Human Services, but qualify for UTMB Health's patient financial categories and who wish to utilize such a program.
6. Bear the costs of operating the clinic and hospital care. The County will bear no obligation for the costs of operation, except for the fee described under the Contract Amount section.

WARRANTIES:

Receiving Party warrants (1) the services are necessary and authorized for activities properly within its statutory functions and programs; (2) it has authority to contract for the services under authority granted in Section 791.030, Texas Government Code, and Chapter 791, 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 Receiving Party's behalf is authorized by its governing body to do so.

Performing Party warrants (1) it has authority to perform the services under authority granted in Section 791.030, Texas Government Code and 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 Performing Party's behalf is authorized by its governing body to do so.

CONTRACT AMOUNT:

The total amount of this Contract is **\$200,000**.

PAYMENT:

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

Payments made under this Contract (1) are based on cost recovery (2) Receiving Party will fairly compensate Performing Party for the services performed, and (3) will be made from current revenues available to Receiving Party.

TERM:

The term of this Contract begins on the Effective Date and expires on **August 31, 2025**. The contract may be renewed upon mutual written consent for a period of one (1) year, with a maximum of three (3) renewal terms.

NOTICES:

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Contract, will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Receiving Party: Brazoria County Health Department
432 East Mulberry
Angleton, Texas 77515
Fax: (979) -864- 3955
Email: cathys@brazoriacountytx.gov
Attention: Cathy Sbrusch

with copy to: Brazoria County District Attorney's Office 111 E. Locust, Suite 408A
Angleton, Texas 11515
Fax: (979) 864-1712
Email: maryc@brazoriacountytx.gov
Attention: Mary Shine

If to Performing Party: Executive Vice President and Chief Financial Officer
301 University Blvd.
Galveston, TX. 77555-0128
Fax: (409) 266-2008
Email: jdbailey@utmb.edu
Attention: Jamie Bailey, MBA, CPA, CFE

or 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 material failure by a Contracting Party to perform its duties and obligations in accordance this Contract, the other party may terminate this Contract upon three (3) months (90 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 90-day period.

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

Venue; Governing Law. Travis County Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, 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 will constitute the entire agreement and understanding between the parties with respect to its subject matter. This Contract and each of its provisions will be binding on 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 (**Legislature**) and/or allocation of funds by that Contracting Party's governing board. If Legislature fails to appropriate or allot necessary funds, or a Contracting Party's governing board fails to allocate necessary funds, then Contracting Party that loses funding may terminate this Contract without further duty or obligation. Contracting Parties agree acknowledge that appropriation, allotment, and allocation of funds are beyond the Contracting Parties' control.

State Auditor's Office. Contracting Parties understand acceptance of funds under this Contract constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. Sections 51.9335(c), 73.115(c) and 74.008(c), *Education Code*). Contracting Parties agree to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. 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 Contracting Parties.

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

Public Records. It will be the independent responsibility of Receiving Party and Performing Party to comply with Chapter 552, Government Code (**Public Information Act**), as it applies to the Contracting 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 on the Effective Date by the following duly authorized representatives of Contracting Parties:

RECEIVING PARTY:

The Commissioners Court of Brazoria County

Signature: 

Name: L.M. Matt Sebesta Jr.

Title: Brazoria County Judge

Date: 8/13/24

PERFORMING PARTY:

The University of Texas Medical Branch

Signature: 

Name: Jamie Bailey, MBA, CPA, CFE

Title: Executive Vice President and Chief Financial Officer

Date: 8/23/2024

Content Reviewed By:RH ____