

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (this "Agreement") is entered into effective **October 1, 2024** ("Effective Date"), by and between The University of Texas Medical Branch at Galveston, an institution of The University of Texas System, an agency of the State of Texas ("UTMB Health") and Brazoria County on behalf of the Brazoria County Indigent Health Care Program ("Brazoria County") pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

1. Definitions

- 1.1 Receiving Party: Brazoria County, a local government of the State of Texas.
- 1.2 Performing Party: UTMB Health, an institution of higher education and an agency of the State of Texas.
- 1.3 Contracting Parties includes the Receiving Party and the Performing Party.
- 1.4 Eligible Resident: A Brazoria County resident who:
 - 1.4.1 Presents a valid Brazoria County identification card to UTMB Health; or
 - 1.4.2. Has a valid referral authorization from the Brazoria County Indigent Health Care Office or a physician designation by Brazoria County Indigent Health Care Office as able to make referrals; or
 - 1.4.3. Is authorized or presented to UTMB Health for treatment by a District official.
- 1.5 Patient: Any individual who is classified as an Eligible Resident of Brazoria County.

2. Purpose

The purpose of this Agreement is to obtain the services of UTMB Health to provide in-person primary care services to Eligible Residents within Brazoria County. This Agreement will increase the efficiency and effectiveness of the Contracting Parties.

3. Specific Covered Services ("Services") by UTMB Health include the following:

- 3.1. In-person primary care services provided by an Advanced Practice Clinician(s) ("APC") trained for and skilled in comprehensive first contact and continuing care for people with undiagnosed signs, symptoms or health concerns not limited to problem origin, organ system or diagnosis. Primary care services exclude specialty care, laboratory not performed by APC on location and imaging services.
- 3.2. UTMB will order the necessary medical supplies for any Patient primary care visit, all costs of which are included within payments to UTMB Health under the Agreement.

- 3.3. All medications and vaccines ordered and paid for by Brazoria County may be housed at the UTMB Health clinic site in a designated location, or as more specifically outlined in Section 4.3.
- 3.4. Primary care will include diagnosis and as appropriate treatment, health promotion, disease prevention and health maintenance, and patient education.
- 3.5. The APC will act as the principal point of consultation and will provide the referral, as appropriate, for specialty care, laboratory and imaging services.
- 3.6. The APC will be assisted by a Medical Assistant at each location and supervised by a designated UTMB Health physician.
- 3.7. UTMB Health will provide Services on the following days and during those hours at the respective UTMB Health clinic locations listed below for 48 weeks per year, in accordance with the UTMB Clinic Enterprise Holiday Schedule:

Mondays 8AM – 5PM: 2020 E. HWY 6 Alvin, Texas 77511

Thursdays 8AM – 5PM: 2309 W. Mulberry St. Angleton, TX 77515
- 3.8. Quarterly report(s) including scheduled visits, number of patients treated, health problems addressed, and referrals, will be provided to Brazoria County, as requested and mutually agreed upon between the Parties.
- 3.9. Specialty care referral will be performed by UTMB Health support staff with authorizations and approvals by Brazoria County Indigent Health Care Program.
- 3.10. EPIC is anticipated to be the electronic medical record and will be provided by UTMB Health.
- 3.11. Scheduling services that will be accessible from 8:00 a.m. to 5:00 p.m. Monday through Friday and UTMB Health will provide Services, both, in accordance with the UTMB Clinic Enterprise Holiday Schedule.
- 3.12. After hours call center will be provided by UTMB Health 24 hours a day/7 days per week that includes nurses providing advice from nationally recognized protocols.

4. Brazoria County's responsibilities include:

- 4.1. Brazoria County agrees to pay in advance for Services in accordance with Section 5 below, at the first of each month to be paid on or before the tenth working day of each month. UTMB will send a monthly invoice to Jennifer Gutierrez, 434 E. Mulberry, Angleton, Texas 77515, 979-864-3922(Fax); jenniferg@brazoria-county.com no later than the 3rd Thursday of the preceding month.

- 4.2 Brazoria County will supply an Indigent Care Case Worker to UTMB Health clinic locations, and will also be responsible for supplying IT/IS equipment needed for the Indigent Care Case worker while onsite at one of the UTMB clinics.
- 4.3 Medications and vaccines will be ordered and paid for by Brazoria County and should be delivered to the UTMB clinics in Angleton and Alvin. The medications and vaccines will be stored in a designated location in each of the UTMB clinics in Angleton and in Alvin. If it's not possible to ship medication and vaccines to two different locations, then it can all be shipped to one location (UTMB Angleton) and the UTMB LVN will coordinate the medication with the appropriate clinic.
- 4.4 Brazoria County shall screen and authorize all patients in accordance with the provisions of the Act and the County's internal procedures in advance of any treatment.
- 4.5 Brazoria County shall always provide UTMB Health with a monthly list or report via facsimile to (409) 747-0850 of all Eligible Residents to be used as authorization for scheduling patients. This list or report must include the following information for each eligible resident: First, Middle, and Last Name; Date of Birth; Dates of Eligibility; and Social Security Number. As required, Brazoria County shall provide a Notice of Eligibility or Ineligibility for residents who are added or removed mid-month.

5. Fee Schedule

- 5.1. The total amount of this Agreement shall not exceed **\$262,453.00 per year.**

Primary Care Services:	\$89,653
Operations:	<u>\$107,015</u>
Sub Total	\$196,668

Indirect Overhead (33.45%):	<u>\$65,785</u>
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Total:	\$262,453
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- 5.2. For budgeting purposes, a 3% inflation factor assumption should be used for future years of service.
- 5.3. This Agreement Amount includes costs associated with all operations, including normal maintenance & operation expenses, appointment scheduling services, travel if needed, and necessary equipment for UTMB Health to perform Services under this Agreement.

6. Payment

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

UTMB - OSP
Dept #750
P.O. Box 660120
Dallas, Texas 75266-0120

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

7. Term

The term of this Agreement begins on the Effective Date and expires on September 30, 2025.

8. 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 Agreement 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, Texas 77515 Attention: Cathy Sbrusch
<i>with copy to:</i>	Brazoria County District Attorney's Office 111 E. Locust, Suite 408A Angleton, Texas 77515 Attention: Mary Shine
If to Performing Party:	The University of Texas Medical Branch EVP and Chief Financial Officer 301 University Boulevard, Route 0128 Galveston, TX 77555-0128

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

9. Termination

- 9.1 In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Agreement, the other party may terminate this Agreement upon ten (10) 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 ten-day period.
- 9.2 Either Contracting Party may terminate this Agreement upon ninety (90) days advance written notice of termination to the other Party.

10. Other Provisions

Both Parties agree to the following provisions:

- 10.1 **Indemnification.** To the extent authorized by the Constitution and laws of the State of Texas, Brazoria County shall hold harmless and indemnify UTMB Health, the State of Texas, Board of Regents, The University of Texas System and their officers, employees and agents, from and against, any and all claims, liabilities, losses, judgments, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any act or omission of Brazoria County, its officers, employees, and/or agents including any acts constituting negligence or gross negligence. To the extent authorized by the Constitution and laws of the State of Texas, UTMB Health shall hold harmless and indemnify Brazoria County from and against, any and all claims, liabilities, losses, judgments, expenses and/or damages resulting from or attributable to any act or omission of UTMB Health, its officers, medical staff or employees, including any acts constituting negligence or gross negligence.
- 10.2 **Acknowledgement of HIPAA Obligation.** To the extent Brazoria County comes into contact with information considered Individually Identifiable Health Information, Protected Health Information or Electronic Protected Health Information (collectively, "Protected Information"), as defined by the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320(D)) ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") and as regulated by the Department of Health and Human Services ("DHHS") through the adoption of standards 45 CFR Parts 160 and 164 (Privacy Rule) and 45 CFR Parts 160, 162 and 164 (Security Rule), collectively referred to herein as "the HIPAA Rules," Brazoria County agrees to keep private and to secure any information considered Protected Information in accordance with federal law.

The Parties agree to only use and disclose PHI as required to perform the Services outlined in this Agreement. Neither Party will use or further disclose PHI other than as permitted under this Agreement and both Parties will use appropriate safeguards to prevent the use or disclosure of PHI for any reason other than as provided by this Agreement. Both Parties agree to promptly notify the other of any use or disclosure

of PHI not provided for in this Agreement. Both Parties agree to notify the other of its corrective actions to cure any breaches as soon as possible. Both Parties understand that either Party may terminate this Agreement immediately if the other Party's actions are not successful in remedying the breach and the non-breaching party may report the problem to the Secretary of Health and Human Services. Both Parties shall require any agents or subcontractors who receive PHI to be bound by the same restriction and conditions outlined in this Agreement.

- 10.3 Venue; Governing Law.** Galveston County, Texas shall be the proper place of venue for suit on or in respect of this Agreement. This Agreement 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.
- 10.4 Entire Agreement; Modifications.** This Agreement 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 Agreement 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.
- 10.5 Loss of Funding.** Performance by a Contracting Party of its duties and obligations under this Agreement 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 Agreement without further duty or obligation under this Agreement.
- 10.6 State Auditor's Office.** The Contracting Parties understand that acceptance of funds under this Agreement 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.
- 10.7 Assignment.** This Agreement is not transferable or assignable except upon written approval by Receiving Party and Performing Party.

- 10.8 Severability.** If any one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.
- 10.9 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.
- 10.10 Dispute Resolution.** The Parties agree to use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code for UTMB Health and Brazoria County to attempt to resolve all disputes arising under this Agreement. Brazoria County must give written notice to UTMB Health of a claim for breach of this Agreement no later than the 180¹ day after the date of the event giving rise to the claim. By its execution of this Agreement, the Parties acknowledge and knowingly and voluntarily agrees that neither the execution of this Agreement, nor the conduct, act or inaction by any person in the execution, administration or performance of this Agreement, constitutes or is intended to constitute a waiver of UTMB Health's, Brazoria County's, or either of their employees' immunity from suit and/or liability. The Parties agree that this Agreement shall be construed in accordance with the laws of the State of Texas and that venue shall lie in a State District Court in Galveston, Texas.
- 10.11 Force Majeure.** Neither UTMB Health nor Brazoria County shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restrictions by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, and any other cause not reasonably within the control of UTMB Health or Brazoria County and that by the exercise of due diligence UTMB Health or Brazoria County is unable, wholly or in part, to prevent or overcome.

[signatures next page]

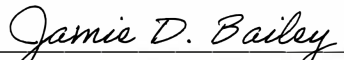
Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

BRAZORIA COUNTY

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

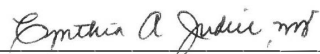
Date: 8/28/24

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: 9/18/2024

Content Reviewed: NJA

By: 
Cynthia A. Judice, MD, FAAP
Chief Medical Officer
Community Based Clinics

Date: 9/6/2024