

**INTERLOCAL COOPERATION ACT CONTRACT
TO PROVIDE HEALTH CARE SERVICES
BETWEEN
THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
AND THE COUNTY OF GALVESTON, COUNTY OF JEFFERSON AND
MONTGOMERY COUNTY HOSPITAL DISTRICT**

This Interlocal Cooperation Act Contract (the “Contract”) is entered into pursuant to the authority granted and in compliance with *Chapter 791, Texas Government Code* by and between **The University of Texas Medical Branch at Galveston**, a component institution of The University of Texas System and an agency of the State of Texas for and on behalf of its Community Health Services (“UTMB”), and **Galveston County, Texas, Jefferson County, Texas and Montgomery County Hospital District** (hereinafter sometimes collectively and individually referred to as “County”) for the provision of the health care services to the County’s eligible residents described herein

WHEREAS, Galveston County, Texas, Jefferson County, Texas and Montgomery County Hospital District are members of the South East Texas Indigent Care Provider Cooperative and the Cooperative and certain of its members have negotiated with UTMB certain amendments to their respective agreements for the provision of health care services to their eligible residents. Galveston County, Texas, Jefferson County, Texas and Montgomery County Hospital District seek to memorialize their agreement with UTMB for health care services to eligible residents per the terms and conditions of this Contract.

NOW THEREFORE, this Contract is subject to the provisions of the Texas Indigent Health Care and Treatment Act (the “Act”), *Chapter 61, Texas Health & Safety Code*. Notwithstanding any provision in the Contract to the contrary, nothing in the Contract shall be construed as altering the County’s financial responsibility for the treatment of indigents beyond that contained in the Act.

I. Definitions – Specific terms used in this Contract are . . .

- 1.1 **Cap Out:** The maximum County liability per Chapter 61 of the Texas Health & Safety Code.
- 1.2 **Eligible Resident:** An Eligible Resident is a County resident who:
 - 1.2.1 Presents a valid County identification card to UTMB:
 - 1.2.2 Presents a valid referral authorization from the County indigent health care office or from a physician designated by the County indigent health care office as authorized to make referrals; and
 - 1.2.3 Is referred to UTMB for treatment by an authorized County official and/or designated County agent providing a valid authorization.
- 1.3 **Emergency Care:** Any injury or illness that causes serious impairment to bodily functions, serious dysfunction of any bodily organ or part, serious disfigurement and/or in the case of a pregnant woman a threat to the health of the mother or of the fetus.

- 1.4 **Patient Encounter:** A patient encounter includes each authorized visit and by UTMB as a part of rendering health care services in accordance with this Contract.
- 1.5 **Primary Care:** General health care services that are provided by family practitioners, pediatricians, and internal medicine physicians.
- 1.6 **Secondary Care:** Specialty health care services provided by a specialist who is asked to provide more insight and treatment regarding the medical problem of a patient who has been referred to UTMB.
- 1.7 **Tertiary Care:** Health care services provided within a sophisticated specialty care setting that is serving as a referral and support alternative to primary and secondary care.

II. Responsibilities – Each contracting party has these responsibilities . . .

2.1 County's Responsibilities:

- 2.1.1 The County agrees to pay UTMB the fees charged to the County by UTMB for health care services rendered pursuant to this Contract (the “invoice”) within sixty (60) days of the invoice date except for amounts specifically disputed in accordance with Section 2.1.3.
- 2.1.2 In the event that the County disputes all or any portion of an amount included in an invoice, the County will notify UTMB in writing of the specific reason for which the amount is being disputed. All notices of dispute shall be in writing, specific, in good faith, and promptly forwarded to the respective UTMB billing entity, but in no event later than sixty (60) days from the invoice date. Dispute notices received by UTMB later than sixty (60) days shall be null and void and the disputed amount shall be due and owing from the County to UTMB. UTMB shall endeavor to respond to any notice of dispute within thirty (30) days of receipt of same, and UTMB shall include with its response such information as is necessary to allow County to understand the basis for such response. In the event a dispute is resolved in the County’s favor, County shall not be responsible for any interest on the disputed portion of the invoice. Notices for dispute of an invoiced amount are to be sent directly to the respective UTMB billing entity set forth in Section 2.1.4 with the appropriate documentation necessary for each such billing entity. Disputes not resolved by the procedures set forth in this section shall be resolved as set forth in section 5.4 below.
 - 2.1.2.1 Dispute notices concerning physicians’ services should be documented on the provided Physicians’ Charges Summary Report with the amount paid per individual claim.
 - 2.1.2.2 Dispute notices concerning hospital services should be documented on the provided Hospital Charges Summary Report with the amount paid per individual claim.
- 2.1.3 Payment of invoices are to be paid directly to the following respective UTMB billing entity:

- 2.1.4 Physician payments mailed to: UTMB Faculty Group Practice, P.O. Box 4797-710, Houston, TX. 77210-4797
- 2.1.5 Hospital payments mailed to: UTMB at Galveston, P.O. Box 4786-730, Houston, TX. 77210-4786
- 2.1.6 The County shall screen and register patients in accordance with the provisions of the Act and the County's internal procedures in advance of treatment.
- 2.1.7 The County shall provide each indigent patient with a card that identifies the patient as an Eligible Resident and containing the information in the form identified in Exhibit A.
- 2.1.8 The County agrees to refer Eligible Residents through its indigent health care office, a physician designated by the County indigent health care office and/or a designated third party administrator as authorized by the County to make referrals.
- 2.1.9 The County agrees to complete the UTMB referral form as identified in Exhibit B in advance in order to authorize treatment for all Eligible Residents.
- 2.1.10 The County shall identify to UTMB the specific indigent health care officials who can authorize referrals and confirm Eligible Resident status, including the name, address and phone numbers of County officials or designated third party administrators for telephone eligibility verification and patient referral.
- 2.1.11 The County shall be solely responsible for arranging for any follow-up medical care or health care services to be performed by UTMB including referral form completion for Eligible Residents referred to UTMB.
- 2.1.12 The County shall ensure that all referrals contain a valid and unique authorization identifier for each patient encounter. An authorization identifier is needed to evidence the guarantee of benefits and eligibility for the referral and is proof for payment of health care services provided by UTMB under this Contract in the patient encounter.
- 2.1.13 The County is responsible to provide upon execution of this Contract a list of any specific procedures that will require preauthorization and/or additional authorization during the term of this Contract, and such list shall be appended hereto and constitute a part of this Agreement. County will only pay for services authorized. Specifically, services authorized under each patient encounter as outlined in Section 1.3.
- 2.1.14 County agrees to pay those fees in accordance with Section III for Emergency Care received by any County Eligible Resident at the UTMB Emergency Room.

2.1.15 County or its designee agrees to notify UTMB by fax at (409) 747-0850 or other mutually agreeable electronic means, including email, when an Eligible Resident reaches 60% of the County's statutory responsibility.

2.2 UTMB's responsibilities:

2.2.1 UTMB agrees to provide health care services to the County's Eligible Residents at the authorized and agreed upon fee schedule attached as an exhibit to this Agreement.

2.2.2 UTMB agrees to provide invoices on a timely basis to the County from each billing entity:

2.2.2.1 Physician invoices will be sent in electronic form to the County batched on a monthly basis within ninety-five (95) days of the provision of physicians services under this Contract. If requested in paper form, physician invoices will be sent within one-hundred twenty-five days of the provision of hospital services under this Contract.

2.2.2.1 Hospital invoices will be sent in electronic form to the County batched on a monthly basis within ninety-five (95) days of the provision of hospital services under this Contract. If requested in paper form, hospital invoices will be sent within one-hundred twenty-five days of the provision of hospital services under this Contract.

2.2.3 UTMB agrees that it will not "balance bill" for health care services provided to those Eligible Residents who have the appropriate consultation form identified in Exhibit B. UTMB agrees to accept County's payment as payment in full for health care services provided to Eligible Residents. In the event that Eligible Resident is entitled to payment for health care services from a third party payer, UTMB shall not demand from County any amount received by County for reimbursement from a third party payer. In the event that UTMB receives payment from both the County and a third party payer, UTMB agrees to refund the County for the amount received from the third party payer not to exceed the amount paid by the County. For purposes of accomplishing the intent of this section, the County assigns to UTMB its rights to collection for any third party claim for services rendered by UTMB to Eligible Residents. Refund should be submitted to the appropriate County within sixty (60) days of UTMB receipt of payment from third party payor.

2.2.4 UTMB agrees to provide discharge summaries and consultation reports, procedure and/or operative notes (and case notes, if requested by County) and consult notes for clinic services to the County's referring physician. UTMB shall furnish such information to the County's referring physician not later than seventy-two (72) hours of the date of discharge of the patient. In addition, UTMB shall furnish the same information as soon as practicable upon request to the County's indigent healthcare office or its assignee. In the event UTMB fails to provide such information as is required by this section on a timely basis for more than ten

percent (10%) of the County's patients treated at UTMB during any calendar month during the term of this Agreement, then upon such failure of performance County may immediately institute the dispute resolution procedure set forth in section 5.4 below. During such dispute resolution process, the parties may negotiate additional sanctions as necessary to require UTMB to fulfill its obligations pursuant to this paragraph.

- 2.2.5 UTMB agrees to refer all Eligible Residents back to the County's indigent care office for follow-up treatment of the referred condition.
- 2.2.6 UTMB invoices shall include a HCFA UB-04 for inpatient/hospital services and a HCFA 1500 for outpatient/physician services. UTMB shall provide all necessary documents in its possession to assist County in seeking reimbursement from other sources, including assignments for Medicaid eligible services provided to SSI Appellant Eligible Residents.
- 2.2.7 UTMB agrees to use reasonable efforts to inform the County of the cumulative invoiced claims.
- 2.2.8 UTMB agrees to provide names, addresses and phone numbers for personnel responsible for arranging for health care services under this Contract.
- 2.2.9 UTMB agrees to comply with Federal and State laws regarding Emergency Care. UTMB agrees to make reasonable efforts to refer County residents not requiring Emergency Care to the County's indigent health care office for referral in accordance with the provisions of this Contract.
- 2.2.10 UTMB agrees to provide health care services for non-emergent, non-eligible residents of the County in accordance with UTMB's Provisional Pay Status program.
- 2.2.11 UTMB provides professional liability insurance coverage for employed UTMB faculty, qualifying part-time contracted faculty, residents, and students through the University of Texas System Professional Medical Liability Benefit Plan (the "Plan") for claims arising from or related to acts and/or omissions occurring within the course and scope of their clinical, educational, and research duties and responsibilities. The plan provides coverage of \$500,000 per claim and \$1.5 million in annual aggregate and is an "incurred" plan and provides "tail" coverage. UTMB agrees to provide evidence of current coverage under such policies and to immediately inform County of any actual or proposed material modification, cancellation, or termination of such insurance. County acknowledges that, as an agency of the State of Texas, UTMB's liability for the tortious conduct of UTMB employees or for injuries caused by conditions of tangible personal property is provided for by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101, 104, and 108). Workers' Compensation Insurance coverage for employees of UTMB is provided by UTMB as mandated by the provisions of Texas Labor Code, Chapter 503.

2.2.12 UTMB agrees to allow County and/or its agent access to the medical and billing records of County's patients treated by UTMB for purposes of allowing County and/or its agent to conduct audits regarding medical necessity and/or billing accuracy. In such event, County shall provide reasonable notice to UTMB beforehand and shall reasonably specify those records it desires to inspect and review. All costs of such audits shall be the responsibility of County. UTMB agrees to cooperate with County regarding such audit processes to ensure such audits are performed and completed in a timely manner.

2.3 Health care services not UTMB's responsibility:

2.3.1 UTMB does not agree to provide Outpatient Pharmacy services.

2.3.2 UTMB does not agree to provide transportation to and from UTMB.

2.3.3 UTMB does not agree to provide take-home medical supplies.

III. Fee Schedule and Payments –

3.1 UTMB agrees to provide the health care services performed pursuant to this Contract for a fee based up to 35% of the UTMB billed charges for such services in effect at UTMB at the time the services are performed not to exceed the fees outlined in Texas Department Health's Indigent Health Care Guidelines or the Agreed upon attached fee schedule.

3.2 County agrees to pay all such fees to UTMB in accordance with Sections 2.1.1, 2.1.2, 2.1.3 and 2.1.4.

IV. Warranties –

4.1 UTMB warrants that (1) the health care services to be performed hereunder 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 in Chapter 65, *Texas Education Code*, and 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.

4.2 County warrants that (1) it has authority to perform the services under authority granted in Chapter 61, *Texas Health & Safety 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 its behalf is authorized by its governing body to sign this Contract.

V. Miscellaneous – Both parties agree to the following . . .

5.1 Mutual Indemnity To the extent authorized by the Constitution and laws of the State of Texas, the County shall hold harmless and indemnify UTMB, the State of Texas, Board of Regents, University of Texas System and their officers, employees and agents, from and Interlocal Cooperation Act Contract between The University of Texas Medical Branch at Galveston to Provide Health Care Services

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 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 shall hold harmless and indemnify 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, its officers, medical staff or employees, including any acts constituting negligence or gross negligence.

5.2 Term and Termination. This term of this Contract shall be from March 1, 2008 through August 31, 2008, regardless of the date of execution. This Contract may be terminated earlier by either party by giving thirty (30) days written notice to the other party. Execution of this Contract shall supersede and replace any previous agreement for indigent health care services between County and UTMB.

5.3 Jurisdiction/Venue. The parties agree that this Contract shall be construed in accordance with the laws of the State of Texas and that venue shall lie in a State District Court in Travis County, Texas.

5.4 Dispute Resolution Procedure.

5.4.1. **Initial Meeting with County And UTMB Officers** - In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof by a contracting party, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement without instituting a claim or cause of action in a court of law. To this effect, designated officers of the parties ("Officers") shall timely consult and negotiate in good faith, recognizing the parties' mutual interests, and shall attempt to reach a just and equitable solution satisfactory to both parties. Unless the nature of the dispute renders continued performance under the Contract impracticable, the parties shall, without delay, continue to perform their respective obligations under the Contract which are not affected by the dispute.

5.4.1.1 The aggrieved party must send a written request for an initial meeting (the "Initial Meeting") to the Officer of the other party designated for handling resolution of disputes. The request must specify the name of the party, the specific contract, the nature of the contractual dispute, and the requested relief.

5.4.1.2 The parties shall endeavor to conduct the Initial Meeting with their respective Officers within ten (10) days of the receipt of the request, either in person or by teleconference where a meeting in person is not practicable.

5.4.1.3 The parties shall bring proper documentation, an accounting of all financial issues, and other information written or otherwise to the Initial Meeting or shall provide such information to the other property prior to the Initial Meeting.

5.4.1.4 The parties may allow as many persons as are necessary to attend the Initial Interlocal Cooperation Act Contract between The University of Texas Medical Branch at Galveston to Provide Health Care Services

Meeting. The meeting shall be held at a convenient location during regular business hours, or as otherwise agreed upon by the parties.

5.4.1.5 At the Initial Meeting, the parties may take as much time as is needed to discuss the dispute, present evidence, negotiate and attempt to resolve the contractual dispute in a mutually satisfactory manner. Either party may request additional time to consult and or review the matter after the Initial Meeting, but such negotiations shall be deemed concluded following the expiration of Ten (10) days from the Initial Meeting (“Initial Negotiation Termination Date”), unless the parties mutually agree to extend such negotiations by a written extension agreement signed by representatives of both parties. Both parties will use good faith and patience in scheduling and re-scheduling of negotiations.

5.4.1.6 The parties’ respective Officers attending the Initial Meeting shall have the authority to settle any dispute brought under these procedures within his/her spending authority limits as established by their respective governing boards. Should such settlement amount agreed upon by the parties exceed an Officer’s discretionary authority, the settlement will be submitted to the party’s governing board for consideration and approval at its next regularly scheduled board meeting, unless it is not practicable to do so; in such event, the Initial Negotiation Termination Date shall be automatically extended, and the matter will be scheduled for board consideration at a later date without unreasonable delay. Unless agreed otherwise, the parties shall continue to perform their respective obligations under the contract pending a board’s action on the matter. .

5.4.1.7 In the event that no agreement is achieved by meetings and negotiations prior to the Initial Negotiation Termination Date, the aggrieved party shall next present its dispute or claim to the other party’s Chief Executive Officer for consideration as set forth in the following section.

5.4.2 Presentation of Claim to Chief Executive Officer

5.4.2.1 In the event a party cannot resolve its dispute through negotiations with the other party’s Officer prior to the Initial Negotiation Termination Date, and such timeline is not extended by agreement of the parties, upon written request of an aggrieved party, the dispute will be considered by the Chief Executive Officer of the other party. Prior to such meeting, a written summary of the dispute shall be prepared by aggrieved party, together with such backup documentation as is necessary and reasonable so as to allow the Chief Executive Officer to apprise themselves of the nature of the dispute. In addition, the aggrieved party shall tender a written settlement offer to the other party’s Chief Executive Officer a reasonable time prior to the time such dispute will be considered.

5.4.2.2 The Chief Executive Officer shall be given fifteen (15) business days to

review the claim and respond, either by accepting the aggrieved party's settlement offer, by rejecting it, or by making a written counter-offer. By agreement of both parties additional time may be granted to review the claim. Unless such counter-offer is accepted by the aggrieved party within ten (10) days from its receipt, the negotiations with the Chief Executive Officer shall be deemed complete.

5.4.2.3 During the consideration of the dispute, the parties, upon request, shall provide to the Chief Executive Officer such additional information, as is reasonable and practicable, so as to ensure the Chief Executive Officer has sufficient information in which to make an informed decision on the aggrieved party's settlement offer.

5.4.2.4 If the parties cannot reach an acceptable resolution of the dispute within the time periods prescribed above, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be referred to a mediator as set forth in the following section.

5.4.3 **No Agreement Reached by the Parties** - In the event that the parties are unable to resolve the dispute through Mediation, the aggrieved party may pursue whatever legal options it chooses to pursue, including institution of a claim or lawsuit in a court of competent jurisdiction and/or withholding payment on the specific patient encounter(s) in dispute.

5.4.4 **Failure to follow Dispute Resolution Process** - If either party initiates or files a civil lawsuit **prior** to exhausting these Dispute Resolution Procedures, **such lawsuit shall be dismissed and/or abated until the aggrieved party has complied with the dispute resolution requirements set forth herein**, unless the delay caused to the party by participating in the dispute resolution procedures set forth in this section will cause immediate and/or irreparable injury or loss to the aggrieved party.

5.4.5 **Settlement and Agreement to be in Writing** - Any settlement or agreement between the parties shall be put into writing and considered a final resolution of the matter. Once the matter has been settled no further action by either party may be taken in a court of law or under these Dispute Resolution Procedures. Authorized representatives of both parties shall sign the settlement and agreement as promptly as possible.

5.5 Entire Agreement/Amendment. This Contract constitutes the entire agreement between the parties and supersedes all prior existing agreements between the parties. This Contract may be amended only in writing and signed by both parties.

5.6 HIPAA Obligation and Other Regulations Implementing the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320(d) ("HIPAA")). 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 (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 as “the HIPAA Rules,” such party agrees to keep private and to secure any information considered Protected Information in accordance with federal law.

- 5.6.1 Each party agrees to only use and disclose Protected Information as required to perform the services outlined in this Contract. Each party may use and disclose Protected Information for the proper management and administration of the Contractor’s operations and for data aggregation services to the extent permitted by the HIPAA Rules.
- 5.6.2 Neither party will use or further disclose Protected Information other than as permitted or required under this Contract or as required by law.
- 5.6.3 Each party will use appropriate safeguards to prevent the use or disclosure of Protected Information for any reason other than as provided by this Agreement. Each party will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Information that it creates, receives, maintains or transmits on behalf of UTMB.
- 5.6.4 Each party agrees to promptly notify the other of any use or disclosure of Protected Information not provided for in this Contract of which it becomes aware and to report to the other any instances, including security incidents, of which it is aware in which Protected Information is used or disclosed for a purpose that is not otherwise provided for in this Contract or for a purpose not expressly permitted by the HIPAA Rules.
- 5.6.5 Each party agrees to require any agents or subcontractors who receive Protected Information to be bound by the same restrictions and conditions outlined in this Contract. Additionally, each party agrees to ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity and availability of electronic Protected Information that each party creates, receives, maintains, or transmits on behalf of the other.
- 5.6.6 To the extent it is determined either party maintains a Designated Record Set, such party agrees to follow 45 CFR §164.524 (Access of Individuals to PHI), 164.526 (Amendment of PHI) and 164.528 (Accounting of Disclosures of PHI) of the HIPAA Privacy Rules.
- 5.6.7 Each party agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from the other available to the Secretary of Health and Human Services or the Secretary’s designee for purposes of determining UTMB’s compliance with the HIPAA Privacy Regulations.

- 5.6.8 After termination of the Agreement, each party agrees to return or destroy all Protected Information, if feasible, and, if not feasible, such party agrees to continue to protect the Protected Information from wrongful uses and disclosures.
- 5.6.9 Each party understands that either party may terminate this Contract immediately if it determines the other party violated a material term of this Contract and such party's actions are not successful in remedying the breach. If termination is not feasible, such party may report the problem to the Secretary of Health and Human Services.
- 5.6.10 Each party may use and disclose de-identified Protected Information if the other approves of the use of de-identified Protected Information and the Protected Information is de-identified in compliance with the HIPAA Rules.
- 5.6.11 Each party shall ensure that all uses and disclosures of Protected Information are subject to the principle of "minimum necessary use and disclosure," i.e., that only Protected Information that is the minimum necessary to accomplish the intended purpose of the use, or disclosure is used or disclosed.
- 5.7 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 set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this Section:

UTMB: Lawrence E. Revill
Vice President of Finance
301 University Blvd.
Galveston, Texas 77555-0153

Cc to: Scott M. Hermstein
Executive Director-Community Health Services
301 University Blvd.
Galveston, Texas 77555-0120
Phone: (409) 747-5599
Fax: (409) 747-8797
Email: smhermst@utmb.edu

If to Galveston County:

The Honorable James D. Yarbrough
County Judge
Second Floor, Galveston County Courthouse
722 Moody
Galveston, Texas 77550
Phone (409) 766 – 2244
Fax (409) 766-4590
Email: James.Yarbrough@co.galveston.tx.us

Interlocal Cooperation Act Contract between The University of Texas Medical Branch at Galveston
to Provide Health Care Services

If to Jefferson County:

The Honorable Ron Walker
County Judge
Jefferson County Courthouse
1149 Pearl Street
Beaumont, Texas 77701
Phone (409) 835-8466
Fax (409) 839-2311
Email: rwalker@co.jefferson.tx.us

If to Montgomery County Hospital District:

Allen Johnson
Chief Executive Officer
Montgomery County Hospital District
P. O. Box 478
Conroe, Texas 77305
Phone (936) 523-5006
Fax: (936) 523-5094
Email: ajohnson@mchd-tx.org

- 5.8 State Auditor's Office. The 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.
- 5.9 Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Party and Performing Party.
- 5.10 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.
- 5.11 Public Records. It shall be the independent responsibility of UTMB and County to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Neither party is

authorized to receive public information requests or take any action under the *Public Information Act* on behalf of the other party.

COUNTY OF GALVESTON

**THE UNIVERSITY OF TEXAS MEDICAL
BRANCH AT GALVESTON**

By: _____
Name: James D. Yarbrough
County Judge

By: _____
Lawrence E. Revill
Vice President of Finance

Date: _____

Date: _____

Attest:

By: _____
Scott M. Hermstein
Executive Director-Community Health Services
Date: _____

COUNTY OF JEFFERSON

By: _____
Name: Ron Walker
County Judge

Attest:

MONTGOMERY COUNTY HOSPITAL DISTRICT

By: _____
Name: Allen Johnson
Chief Executive Officer

Attest:
