

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract (Contract)** is entered into effective **October 1, 2024⁴⁵** (**Effective Date**), by and between Contracting Parties pursuant to authority granted in and in compliance with [Chapter 791, Government Code](#).

CONTRACTING PARTIES:

Receiving Party: **Smith County**, a political subdivision and local unit of government of the State of Texas.

Performing Party: **The University of Texas Health Science Center at Tyler (UTHSCT)**, an institution of higher education and agency of the State of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to provide health care services to Smith County inmates in the Smith County Jail and Juvenile Attention Center (Project). This Contract will increase the efficiency and effectiveness of Contracting Parties and is in the best interest of the citizens of Smith County.

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services ("Services").

1. Scope

- a. **Healthcare Personnel and Administration.** UTHSCT will supply and/or coordinate the health care delivery for Smith County Jail facilities as identified in Section 2 below. UTHSCT will follow the requirements of the Texas Commission on Jail Standards and Texas Juvenile Justice Department, where applicable to provide inmates the required healthcare services including intake screenings, TB Skin Testing, sick call, on-site x-rays, emergency medical transport arrangement, dental services, lab draws, response to medical emergencies, medical waste disposal and medication dispensing. Healthcare services for inmates will commence upon the commitment of an/the inmate to the custody of the Smith County facility and terminates upon the release of the inmate.
- b. **Psychiatry.** UTHSCT will work with Smith County to supply onsite adult psychiatry and child and adolescent psychiatry services provided by the UTHSCT Child and Adolescent Psychiatry Residency Program. For the avoidance of doubt, the Parties acknowledge that psychiatric services will be phased in on a mutually agreeable schedule.
- c. **First-Aid to Employees and Guests.** UTHSCT will provide first-aid, assessment, stabilization, and coordination of emergency medical transportation for employees or guests who become ill or injured in the Smith County facilities.

2. Facilities

UTHSCT will provide services at the following Smith County facilities ("Facilities"):

- a. Smith County Main Jail (206 E. Elm St. Tyler, TX 75702);
- b. Smith County Low/Minimum Risk Security Facility (2811 Public Rd. Tyler, TX 75702); and
- c. Smith County Juvenile Attention Center (2630 Morningside Dr. Tyler, TX 75708).

Smith County will ensure space and (if applicable) equipment at the Facilities suitable for delivery of the healthcare services contemplated by this Contract.

3. **Personnel**

UTHSCT will employ all personnel necessary to fulfill the Services under this Contract. UTHSCT will ensure personnel are licensed (if applicable) and pass all required background checks and clearances. UTHSCT and Smith County will mutually agree upon the personnel required and will review the personnel model at least annually.

4. **Pharmaceuticals**

UTHSCT will dispense pharmaceutical medications to inmates as prescribed by a physician and/or approved nursing protocols. Parties will mutually agree upon a formulary for use within the Facilities.

5. **Dental, Laboratory and Radiology Services**

UTHSCT will arrange for onsite dental, laboratory and radiology services. UTHSCT will make any necessary off-site arrangements for dental, laboratory and radiology services that cannot be rendered on-site.

6. **Hospitalization, Off-Site Services**

UTHSCT will arrange for hospitalization and off-site specialty services for inmates who require treatment beyond the Services of this Contract. Need for off-site services will be determined by the Medical Director and/or treating physician in consultation with Smith County. UTHSCT and/or its affiliates are not agreeing to being the primary provider for hospitalization of inmates who require hospitalization and/or off-site specialty services; rather, UTHSCT personnel will continue to utilize the current community hospital rotation service as coordinated and tracked by the Medical Director.

7. **Medical Waste**

UTHSCT will arrange for the proper disposal of all medical waste at all times abiding by federal, state and local regulations as applicable.

8. **Transportation**

UTHSCT will coordinate with Smith County for any off-site transportation for inmates. UTHSCT will not be responsible for expenses incurred for off-site transportation.

9. **Medical Records**

UTHSCT personnel will utilize the Smith County Electronic Medical Record (EMR) system to document the care provided to each inmate. At all times, Smith County will be considered the custodian of records. For the avoidance of doubt, UTHSCT is not, by virtue of entering into this Contract, entering into a patient care relationship with any inmate outside of the context of the Facilities.

10. **Electrocardiogram Machine**

UTHSCT will lease to Smith County one electrocardiogram (EKG) machine. UTHSCT will be responsible for routine maintenance and calibration of machine at all times. The EKG rental fee will be included in the monthly invoice.

Smith County will provide UTHSCT access to and copies of Smith County health records related to services provided pursuant to this Contract for UTHSCT educational or quality purposes or for the defense of licensing actions or lawsuits related to such care.

EXCLUDED SERVICES:

Any service not specifically included in the foregoing Statement of Services to be Performed, (including, but not limited to, hospitalization, off-site services, specialty care, emergency medical transportation, non-emergency medical transportation, prosthesis, medical devices, surgeries, etc.) is excluded.

WARRANTIES:

Performing Party warrants (1) it has authority to perform the services under authority granted in 37 *Texas Administrative Code* § 273.2 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.

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 [Chapter 351, Texas Local 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 Performing Party's behalf is authorized by its governing body to do so.

CONTRACT AMOUNT:

This Contract is a cost-based fee-for-service arrangement in which Performing Party does not carry financial risk of operations. The estimated contract value for the term is Three Million Six Hundred Thousand Dollars (\$3,600,000.00). Actual contract cost depends on the actual expense necessary to perform contract terms, which are billed to Receiving party. The Contracting Parties recognize that this Contract is not valid for amounts above Five Million Dollars (\$5,000,000.00) without the approval of the University of Texas System Board of Regents.

PAYMENT:

Performing Party will bill Receiving Party General & Administrative costs ~~at a fixed price of One Hundred Eighty Thousand Dollars (\$180,000.00) annually, in twelve (12) monthly installments of Fifteen Thousand Dollars (\$15,000.00) by applying an eight percent (8%) administrative fee to total personnel costs.-~~ All other costs will be billed to Receiving Party at cost and without markup.

Performing Party will submit monthly invoices to Receiving Party for all expenses, ~~including general and administrative costs.~~ Receiving Party will remit payments to Performing Party for services satisfactorily performed in accordance with [Chapter 2251, Government Code](#) (Texas Prompt Payment Act). To the extent that true-up calculations, payments, and refunds are necessary, those calculations and adjustments will be performed quarterly.

Payments made under this Contract (1) are based on cost recovery, (2) 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 September 30, 2025. Contract may be renewed or extended upon written amendment executed by both Parties.

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:

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| If to Receiving Party: | Smith County Judge Neal Franklin 200 E. Ferguson, Suite 100 Tyler, Texas 75702 Fax: 903-590-4615 Email: nfranklin@smith-county.com |
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with copy to: Smith County Sheriff
Larry Smith
227 N. Spring Ave.
Tyler, Texas 75702
Email: LSmith@smith-county.com

If to Performing Party: Office of Legal Affairs
The University of Texas Health Science Center at Tyler
11937 US Highway 271
Tyler, TX 75708-3154
Fax: 903-877-5648
Legal.Notices@uthct.edu

with copy to: Kate Starnes
Vice President, Health Operations
11937 US Highway 271
Tyler, TX 75708-3154
Email : Kate.Starnes@uttyler.edu

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 with this Contract, the other party may terminate this Contract upon one ninety (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. Smith 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:

SMITH COUNTY

By: _____
Neal Franklin
Smith County Judge

Date: _____

By: _____
Larry Smith
County Sheriff

Date: _____

PERFORMING PARTY:

**THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT TYLER**

By: _____
Daniel Deslatte
Chief Business Officer

Date: _____