

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
NUECES COUNTY HOSPITAL DISTRICT AND NUECES COUNTY  
RELATING TO INMATE HEALTH CARE EXPENSES AT  
COUNTY JAIL AND JAIL-ANNEX FACILITIES**

**THE STATE OF TEXAS       §**

**COUNTY OF NUECES       §**

**THIS INTERLOCAL COOPERATION AGREEMENT** (“Agreement”) is made by and between **NUECES COUNTY HOSPITAL DISTRICT**, (“Hospital District”), acting by and through its duly authorized designee, Administrator/CEO, upon the authority of its governing body, the Nueces County Hospital District Board of Managers and **NUECES COUNTY** (“County”), acting by and through its duly authorized designee, Nueces County Judge upon the authority of its governing body, the Nueces County Commissioners Court (“Commissioners Court”) pursuant to and in accordance with the provisions of Chapter 791, as amended, Texas Government Code. Hospital District and County may sometimes hereafter be referred to collectively as “Parties.”

**WITNESSETH**

**WHEREAS**, the County is a political subdivision of the State of Texas with police protection and detention powers as well as public welfare programs;

**WHEREAS**, the NCHD is a political subdivision of the State of Texas created and authorized under Texas Health and Safety Code (“Health Code”) §281.002 to furnish medical aid and hospital care to indigent and needy persons residing within the Hospital District’s boundaries and §281.094, Texas Health & Safety Code enables the Hospital District to use funds from non-tax sources to fund health care services, including mental health services as well as public health services with Commissioners Court approval;

**WHEREAS**, the Hospital District recognizes that funding made available to the County for reimbursement of expenses incurred by the County for inmate health care services will involve services for indigent residents of Nueces County for which the Hospital District is authorized to provide; and

**WHEREAS**, Texas Government Code, Chapter 791, as amended, authorizes contracts between local governmental agencies to perform governmental functions, inclusive of §791.025, Texas Government Code which permits agreements (interlocal agreement) between local governments for the purchase of goods and services and satisfies the requirement of local governments to seek competitive bids for the purchase of goods and services;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the Hospital District and the County do hereby agree as follows:

## **AGREEMENT**

### **SECTION 1. PURPOSE.**

The recitals herein are incorporated in their entirety in this Agreement. The purpose of this Agreement is to provide funding from the Hospital District to County for the costs incurred by the county in providing healthcare for inmates incarcerated in the Nueces County Main Jail and the Nueces County Mckinzie Jail Annex facilities.

### **SECTION 2. TERM.**

The term of this Agreement shall be for a period of one (1) year commencing on December 01, 2023 and ending on November 30, 2024 ("Term").

### **SECTION 3. SCOPE.**

- A. This Agreement is to enable the Hospital District to support the County by providing reimbursement funds, exclusive of capital outlays, to the County for expenses incurred by County for the provision of health care services to inmates incarcerated in the Nueces County Main Jail and the Nueces County McKinzie Jail Annex facilities under the County's agreement with Armor Correctional Health Services, Inc., Executed Contract No. #20200507.
- B. This agreement does not apply to expenses for health care services provided to detainees at the Nueces County Juvenile facility.

### **SECTION 4. OBLIGATIONS OF HOSPITAL DISTRICT AND COUNTY.**

For and in consideration of the recitals, covenants and agreements of the Hospital District and County set forth herein, the Parties agree as follows:

#### A. HOSPITAL DISTRICT:

- 1. Under the terms of this Agreement, the Hospital District's maximum funding to the County during the Term shall not exceed \$4,547,036.00 ("Maximum Funding Amount") to be remitted to the County in equal monthly installments of \$378,919.66. In the event that Hospital District's funding to the County under this Agreement reaches the Maximum Funding Amount during the Term, the Hospital District's funding obligations hereunder shall end and the Hospital District shall not provide any additional funding to County during the Term for purposes of this Agreement.

2. Upon receipt of copies of proof of payment and expense documentation from the County for inmate health care services provided this agreement, the Hospital District will review all said items and if appropriate, approve said items, exclusive of capital outlays, for payment and remit payment to County within 30 days.
3. Hospital District reserves the right to disapprove payment of any proof of payment and expense documentation submitted by the County, which Hospital District in its sole discretion, may deem to be questionable, unjustified, excessive, inappropriate, improper, misapplied, misclassified, or which in the Hospital District's sole judgment do not qualify as valid expenses.
4. Hospital District will provide prompt notice to the County within 15 days of any proof of payment and expense documentation items submitted by the County for the County Public Health Expenditures that are disapproved by the District.

B. COUNTY:

1. The County will provide health care services to inmates incarcerated in the Nueces County Main Jail and the Nueces County McKinzie Jail Annex facilities during the term of this agreement.
2. When requesting disbursement of Hospital District funding as reimbursement for expenses incurred by County in their provision of health care services to inmates as provided herein, exclusive of capital outlays, County shall submit copies of canceled checks and associated detailed trial balance supporting County's payment of the expenditures to the Hospital District.
3. County shall submit proof of payment and expense documentation to the Hospital District no later than 45 days after the end of each of the Hospital District's fiscal quarters. Proof of payment and expense documents submitted to the Hospital District later than 45 days after the end of any Hospital District fiscal quarter may be considered untimely and may not be processed for payment at the sole discretion of the Hospital District.
4. County shall respond to and provide the Hospital District with all reasonable information within 15 days, which the Hospital District may request regarding the underlying expense details supporting the proof of payment and expense documentation for the County Public Health Expenditures for which the County requested disbursement of Hospital District funding.
5. County shall provide notice and documentation to Hospital District of any changes, amendments, terminations or any other action taken to Contract

No. #20200507 between Nueces County and Armor Correctional Health Services, Inc.

6. Nothing in this Agreement shall be construed by the County to require or cause the Hospital District to fund any amount more than the Maximum Funding Amount for inmate health care services as stated herein during the Term of this Agreement.

## **SECTION 5. MISCELLANEOUS.**

- A. Payments. Any payment made by either party hereto for any of the services provided pursuant to this Agreement shall be made from current revenues available to the Hospital District and County as required by Chapter 791, Texas Government Code, or any other manner permitted by law, as permitted by and in accordance with §791.028, Texas Government Code, as amended.
- B. Severability. In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either Hospital District or County in their respective rights and obligations contained in the valid terms, covenants, or conditions hereof.
- C. Entire Agreement. This Agreement will constitute the sole agreement of the parties hereto and supersedes any prior understandings or any written or oral agreements between the parties with respect to the subject matter herein. This Agreement may not be modified or amended except by written instrument signed by both Parties hereto.
- D. Written Amendment. This Agreement may be modified or amended only by written instrument duly executed by both parties. The authorized representatives of the parties may execute minor amendments without obtaining prior approval from their respective governing bodies if the minor amendment does not change the term, the maximum amount to be paid herein, nor the responsibilities agreed to by either party under this original Agreement.
- E. Notices. All notices required or permitted must be in writing and given by hand delivery, registered or certified mail, postage prepaid; or overnight delivery. Notice shall be delivered or mailed to the Parties at the following addresses or at such other places as either party shall designate in writing:

### HOSPITAL DISTRICT

Nueces County Hospital District  
Attn: Administrator/CEO  
555 N. Carancahua St., Suite 950  
Corpus Christi, Texas 78401

### COUNTY

Nueces County  
Attn: Nueces County Judge  
901 Leopard St., Room 303  
Corpus Christi, Texas 78401

- F. **Non-Waiver.** Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.
- G. **Successors.** This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any board member, officer, agent, or employee of the Hospital District; or County Judge, or any County Commissioner, officer or agent or employee of the County.
- H. **No Waiver of Immunity.** No party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents, and representatives as a result of it executing this Agreement and performance of its covenants.
- I. **No Third-Party Beneficiaries.** No provision of this Agreement is intended or may be construed to confer upon or give to any person or entity other than the signatories to this Agreement any rights, remedies, or other benefits under or by reason of this Agreement.

**IN WITNESS HEREOF**, the Hospital District and County have made and executed this Agreement in multiple copies, each of which is an original copy.

**NUECES COUNTY HOSPITAL DISTRICT**

**NUECES COUNTY, TEXAS**

\_\_\_\_\_  
Jonny F. Hipp    Date  
Administrator/CEO

\_\_\_\_\_  
Connie Scott    Date  
County Judge

ATTEST:

\_\_\_\_\_  
Kara Sands    Date  
County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jenny P. Dorsey  
County Attorney