

**INTERLOCAL AGREEMENT BETWEEN  
HARRIS COUNTY AND THE HARRIS COUNTY HOSPITAL DISTRICT D/B/A  
HARRIS HEALTH SYSTEM FOR LEGAL REPRESENTATION BY  
THE HARRIS COUNTY ATTORNEY'S OFFICE**

THE STATE OF TEXAS     §

COUNTY OF HARRIS     §

This Interlocal Agreement (the "Agreement") is made and entered by and between Harris County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court ("County") on behalf of the County Attorney's Office ("HCAO") and the Harris County Hospital District d/b/a Harris Health System, a hospital district and political subdivision of the State of Texas that was created in accordance with Chapter 281 of the Texas Health & Safety Code, ("Harris Health") pursuant to Texas Government Code §§ 791.001 – 791.030. The County and Harris Health are referred to herein collectively as the "Parties" and individually as a "Party."

**Recitals**

**WHEREAS**, Texas Health & Safety Code Section 281.056 obligates the county attorney in a county with a population of 3.4 million or more to represent a hospital district that is located within the county.

**WHEREAS**, as of the 2020 census, Harris County, Texas had a population of over 4.7 million.

**WHEREAS**, the HCAO currently provides legal representation to Harris Health through a group of attorneys and support staff who have experience and specialized knowledge in the area of health care law (such group is known as the "Hospital District Division").

**WHEREAS**, the members of the Hospital District Division are overseen by a Division Director who is also required to serve as the Vice President of Legal Affairs for Harris Health.

**WHEREAS**, the Division Director is a senior manager within the HCAO and an executive at Harris Health.

**WHEREAS**, because of the nature of the work being performed by the Division Director and other attorneys within the Hospital District Division and the fact that there is a competitive market for knowledgeable and experienced health care attorneys, flexibility is required to compensate the individuals providing those services at levels that are consistent with those paid to executives, attorneys, and staff providing legal services to other public hospital systems.

**WHEREAS**, the Parties intend to enter into an Interlocal Agreement for Harris Health to reimburse the County for the salaries and expenses incurred by the HCAO for the representation of Harris Health by Division Director and Hospital District Division.

**NOW, THEREFORE**, the Parties agree as follows:

## **PARTY OBLIGATIONS**

### **A) MUTUAL OBLIGATIONS**

1. Each Party shall comply with all applicable federal, State of Texas, and local laws, ordinances, rules, and regulations concerning the performance of this Agreement, including with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations at 45 C.F.R. Parts 160 and 164.

### **B) COUNTY OBLIGATIONS**

1. The HCAO will provide legal representation to Harris Health in an efficient and professional manner, using the standard of care that is customary in the applicable profession, through members of the Hospital District Division, which is comprised of the Division Director, assistant county attorneys and other staff members. All members of the Hospital District Division will be employees of Harris County.
2. The HCAO will be responsible for all employment decisions, including hiring, termination, performance review, and management of all members of the Hospital District Division; provided, however, that the HCAO will observe Harris Health's policies regarding discipline for violations of HIPAA and will seek input from the President & CEO of Harris Health regarding the performance of the Division Director as the Vice-President of Legal Affairs.
3. The HCAO will ensure that all Hospital District Division employees are paid in accordance with position maximums established by Commissioners Court for the HCAO or such higher wages as the HCAO determines are warranted. When higher wages are warranted due to the unique nature of the work being performed by members of the Hospital District Division, the competitive nature of the Houston market, or the existence of a disparity between the compensation offered by HCAO and other public hospital systems, the HCAO will seek additional compensation from Harris Health.
4. Unless either Party has earlier elected to terminate the Agreement (with such termination effective prior to the commencement of the next fiscal year), the County Budget Office will prepare and present Harris Health with a proposed budget for the salaries, benefits, and expenses of the Hospital District Division. Such budget shall be delivered at least three months before the next fiscal year.

### **C) HARRIS HEALTH OBLIGATIONS**

1. Harris Health will reimburse the County for the total salary of each member of the Hospital District Division on a monthly basis. Should Harris Health agree to pay compensation in excess of the position maximums established by the Commissioners Court (such amount the "Supplemental Salary"), Harris Health will pay the Supplemental Salary directly to those members of the Hospital District Division that the HCAO, in its sole discretion, has authorized to receive a Supplemental Salary.

2. Harris Health will reimburse the County for all benefits associated with the Hospital District Division and any expenses the division incurs in the performance of this Agreement on a monthly basis.
3. Harris Health will provide members of the Hospital District Division with training on the policies and procedures that Harris Health has adopted to comply with 45 C.F.R Part 164, Subparts D (the "HIPAA Security Rule") and E (the "HIPAA Privacy Rule"). Such training will be offered in accordance with 45 C.F.R § 164.530(b)(1) and on a schedule developed by Harris Health's Privacy Officer.

### **LIMIT OF APPROPRIATIONS**

County understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that Harris Health has available the total maximum sum of Two Million Seven Hundred Fifty Thousand and No/Dollars (\$2,750,000.00) specifically allocated to fully discharge any and all liabilities which may arise during the Initial Term (see definition below) of this Agreement, including any and all costs for any and all things or purposes, related to this Agreement, irrespective of their nature, and notwithstanding any word, statement, or thing contained in or inferred from other provisions of this Agreement, which might in any light by any person be interpreted to the contrary. County further understands and agrees that Harris Health's liability for any renewal or extension is conditioned upon the allocation of sufficient future funding by Harris Health's Board of Trustees and the Commissioners Court of Harris County, Texas.

### **TERM AND TERMINATION**

This Agreement shall be effective on the later date it is executed by the Parties ("Effective Date") and shall continue thereafter for a term of one (1) year ("Initial Term"). This Agreement may be extended for four (4) additional one (1) year periods by mutual written agreement of both Parties (each, a "Renewal Term") under the same terms and conditions if funds remain available in Harris Health's budget for this purpose. The Initial Term and any Renewal Term shall be referred to collectively as the "Term." Either Party may terminate this Agreement in its entirety, or any portion of the services set forth herein, by giving at least thirty (30) days prior written notice of termination to the other Party.

### **GOVERNING LAW; VENUE**

This Agreement is governed by the laws of the State of Texas, except to the extent such law is superseded by the laws of the United States of America. The forum and venue for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

### **ENTIRE AGREEMENT**

This instrument contains the entire agreement between the Parties relating to the subject matter addressed hereby, including the rights granted and obligations assumed herein. Any oral or written representations concerning this instrument shall not be effective until authorized representatives of both Parties sign a

subsequent written modification hereto. This Agreement may only be revised through execution of a signed amendment.

### **NOTICES**

Any notice required to be given under the provisions of this Agreement shall be in writing. Notice shall be deemed given: (a) upon delivery in person to the Party's address below; (b) three (3) days after the date deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office; or (c) upon receipt by commercial delivery service. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Harris Health: Harris Health System  
P.O. Box 66769  
Houston, TX 77266-6769  
Attn: Debbie Farmer, Assistant Comptroller

With a Copy to: Vice-President of Legal Affairs  
4800 Fournace Place  
Sixth Floor, East  
Bellaire, Texas 77401

To the County: Harris County Judge  
1001 Preston, Suite 900  
Houston, Texas 77002

With a Copy To: Harris County Budget Department  
1001 Preston, 5<sup>th</sup> Floor  
Houston, Texas 77002  
Attn.: Kevin Seat

Either Party may designate a different address by giving the other Party written notice of the same to the address(es) set forth above.

### **SEVERABILITY**

If any provision or part of this Agreement or its application to any person, or circumstance is held by a court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected.

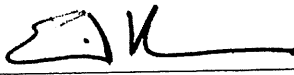
### **EXECUTION**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**REPRESENTATIONS**

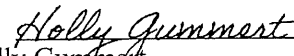
The Parties have determined that the amount stated in the Limitation of Appropriations section fairly compensates Harris County for the services or functions performed under this Agreement. Each Party further represents that the undersigned is a duly authorized representative with the power to execute this Agreement on behalf of the respective Party.

**HARRIS COUNTY HOSPITAL DISTRICT  
D/B/A HARRIS HEALTH SYSTEM**

By: \_\_\_\_\_  
Esmaeil Porsa, M.D.  
President & CEO  
Date: 9/30/2021

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFEE

COUNTY ATTORNEY

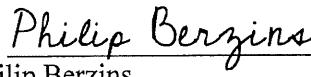
By: \_\_\_\_\_  
Holly Gummert  
Assistant County Attorney  
CA File No. 21HSP0664

**HARRIS COUNTY, TEXAS**

By: \_\_\_\_\_  
Lina Hidalgo  
County Judge  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFEE

COUNTY ATTORNEY

By: \_\_\_\_\_  
Philip Berzins  
Assistant County Attorney  
CA File No. 21GEN2749

**ORDER OF COMMISSIONERS COURT**  
**Authorizing Payroll Deduction Agreement with Harris County Official Court Reporters**  
**Association**

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at  
the Harris County Administration Building in the City of Houston, Texas, on  
\_\_\_\_\_, with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT BETWEEN**  
**HARRIS COUNTY AND HARRIS COUNTY HOSPITAL DISTRICT D/B/A HARRIS**  
**HEALTH SYSTEM FOR LEGAL REPRESENTATION BY THE HARRIS COUNTY**  
**ATTORNEY**

Commissioner \_\_\_\_\_ introduced an order and moved that  
Commissioners Court adopt the order. Commissioner \_\_\_\_\_ seconded the motion  
for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following  
vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the  
order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Interlocal Agreement between Harris County and Harris County Hospital District for legal representation by the Harris County Attorney. The Agreement is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.