



Mark Henry

**County Judge
County of Galveston**

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Tyler Drummond
Chief of Staff

Zach Davidson
Director, Government Affairs

Spencer Lewis
Director, Communications

September 30, 2024

Galveston County Health District
Attn: Amanda Wolff
9850 Emmett F. Lowry Expressway
Texas City, TX 77591

Via Regular Mail and Email:
awolff@gchd.org

Re: Interlocal Agreement between Galveston County, Texas and the Galveston County Health District for Limited Pharmacy Services

Ms. Wolff-

Per 3. General Provisions (g) Galveston County is terminating the Limited Pharmacy Services Interlocal upon 30 days advance written notice to Galveston County Health District; the agreement will terminate effective December 31, 2024.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Henry", is written over a horizontal line.

Mark Henry
County Judge

Enclosures: Interlocal Agreement between Galveston County, Texas and the Galveston County Health District for Limited Pharmacy Services

Cc: Rebecca Gilliam, Human Resources Director

**INTERLOCAL AGREEMENT BETWEEN GALVESTON COUNTY, TEXAS AND
THE GALVESTON COUNTY HEALTH DISTRICT FOR
LIMITED PHARMACY SERVICES**

This Interlocal Agreement (“**Agreement**”) is between the Galveston County Health District (“**GCHD**”), and Galveston County, Texas, (“**County**”), acting by and through its Commissioners Court, (collectively, hereinafter sometimes referred to as the “**Parties**”). Both parties are political subdivisions of the State of Texas. This Agreement is made pursuant to Chapter 791 of the Texas Government Code.

1. PURPOSE

GCHD has agreements in place with vendors who provide pharmacy services and operates a pharmacy as part of Coastal Health and Wellness, a Federally Qualified Health Center.

County recently restructured the health clinics and limited pharmacy services offered to County employees and dependents.

County regularly relies on GCHD’s expertise in matters of public health and wishes to utilize GCHD’s pharmacy resources for the benefit of County employees and dependents.

2. AGREEMENT

The parties therefore agree as follows:

- a) GCHD agrees to facilitate the provision of limited pharmacy services to Galveston County employees, retirees and dependents who are enrolled in a County health plan. Such services may be provided via GCHD’s own pharmacy operations, contracted vendors, or a combination. For purposes of this agreement, services provided and actions performed by GCHD’s contractors shall be considered services provided and actions performed by GCHD.
- b) County, acting through its Human Resources Department will provide GCHD with updated and current lists of persons eligible for limited pharmacy benefits under this agreement on or about the 1st of each month.

- c) GCHD shall notify the County Human Resources Department of the method and procedures for eligible persons to submit prescriptions for fulfillment under this agreement. The County shall have the responsibility to disseminate that information to eligible persons.
- d) For drugs identified on the list attached as Exhibit A, prescribed to eligible persons and submitted in accordance with GCHD's procedures ("included prescriptions"), GCHD shall cause the prescription to be filled and invoice the County monthly at GCHD's actual cost without submitting or causing any resulting claims to be processed through the eligible person's health insurance. Drugs may be added to or removed from the list of included prescriptions periodically only after review and approval by the County's Director of Human Resources.
- e) Drugs other than included prescriptions are not subject to this Agreement. For drugs other than the included prescriptions, GCHD may arrange with the eligible person for the prescription to be filled and process the claim and payment with the eligible person and the eligible person's health insurance.

3. GENERAL PROVISIONS

- a) Any amounts owed to GCHD by the County will be payable from current revenues and will be paid in accordance with Chapter 2251 of the Government Code, commonly known as the Texas Prompt Payment Act.
- b) GCHD does not warrant and is not responsible to the County for the quality of any services rendered by any GCHD vendor to either the County or the eligible persons.
- c) GCHD shall keep and maintain all records associated with this Agreement for a minimum of five (5) years or as required by Federal or State law or regulation, whichever period is longer. GCHD shall allow the County reasonable access to the records in GCHD's possession, custody, or control that the County deems necessary to assist in the auditing services, costs, and payments provided hereunder.
- d) The relationship between GCHD and the County is expressly acknowledged as that of independent contractors. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an

employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which GCHD or GCHD's contractors perform in providing the services described.

- e) GCHD and the County agree that nothing herein shall be construed to create any rights in any third parties.
- f) This Agreement may only be amended in writing signed by GCHD and the County.
- g) This Agreement is effective on the last date of execution by either GCHD or the County and shall remain in effect until cancelled. Either party may terminate this agreement for cause or convenience with thirty (30) days advanced written notice to the other party.
- h) GCHD and the County each reserve any claim they may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.
- i) Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any section, subsection, paragraph, sentence, clause, phrase, word, or portion of this Agreement is, for any reason, held invalid, unconstitutional, or otherwise unenforceable, by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.
- j) Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have the authorization to sign on behalf of their respective organizations.
- k) The waiver or failure to enforce any breach or provision of this agreement in any specific instance shall not constitute waiver of any other provision or instance.

- l) GCHD shall execute any other supplemental documents reasonably required by Galveston County, including the Galveston County Auditor, Human Resources Department, Purchasing Department, or Director of Professional Services, or which may otherwise be required by law or applicable rules or regulations in order to effectuate the intent of this agreement.
- m) This Agreement contains the entire agreement between the parties relating to the subject matter of this Agreement. The Parties hereby disclaim any reliance on any representations that are not expressly stated in this Agreement.
- n) The parties agree to comply with all applicable state and federal laws in the performance of this agreement, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act), including all pertinent regulations promulgated thereunder and any pertinent amendments to the law. Further, the parties agree to maintain confidentiality regarding any personal identifying information of County employees.
- o) This agreement and any disputes arising out of this agreement or related hereto shall be governed and construed pursuant to the laws of Texas, regardless of its conflicts of laws principles, and venue for any such lawsuit shall lie exclusively in state courts located in Galveston County, Texas.
- p) All notices given shall be in writing to:

Galveston County
County Judge Mark Henry
722 Moody Ave., 2nd Floor
Galveston, TX 77550

Galveston County Health District
Attn: Amanda Wolff
9850 Emmett F. Lowry Expressway
Texas City, TX 77591

4. EXECUTION

This Agreement is hereby executed by the Parties, to be effective as of the date of the latest signature below.

GALVESTON COUNTY, TEXAS

By: 
Stephen D. Holmes

Title: Acting County Judge

Date: May 26, 2023

Attest: Dwight D. Sullivan

Title: County Clerk

By:  Deputy
Mae Ross



GALVESTON COUNTY HEALTH DISTRICT

By: 

Title: CEO

Date: 6-12-23

Attest: 

Title: Exec Office Manager

Exhibit A Included Prescriptions

Medication

Acyclovir 400 Mg Tablet
Acyclovir 800 Mg Tablet
Albuterol Hfa 90 Mcg Inhaler
Albuterol Hfa 90 Mcg Inhaler 8.5 gram
Albuterol Sul Hfa 90 Mcg Inh
Albuterol Sul Hfa 90 Mcg Inh 18 gram
Alendronate Sodium 70 Mg Tab
Allopurinol 100 Mg Tablet
Allopurinol 300 Mg Tablet
Alyacen 1-35 28 Tablet
Amitriptyline Hcl 10 Mg Tab
Amitriptyline Hcl 25 Mg Tab
Amitriptyline Hcl 50 Mg Tab
Amitriptyline Hcl 75 Mg Tab
Amlodipine Besylate 10mg Tablet
Amlodipine Besylate 2.5mg Tablet
Amlodipine Besylate 5mg Tablet
Amox-Clav 500-125 Mg Tablet
Amox-Clav 875-125 Mg Tablet
Amoxicillin 400 Mg/5 Ml Susp
Amoxicillin 500 Mg Capsule
Amoxicillin 875 Mg Tablet
Atenolol 100 Mg Tablet
Atenolol 25 Mg Tablet
Atenolol 50 Mg Tablet
Atenolol-Chlorthalidone 100-25
Atenolol-Chlorthalidone 50-25
Atorvastatin 10 Mg Tablet
Atorvastatin 20 Mg Tablet
Atorvastatin 40 Mg Tablet
Atorvastatin 80 Mg Tablet
Aubra Eq-28 Tablet
Aviane-28 Tablet
Azathioprine 50 Mg Tablet
Azithromycin 200 Mg/5 Ml Susp
Azithromycin 250 Mg Tablet
Azithromycin 500 Mg Tablet
Baclofen 10 Mg Tablet
Benazepril Hcl 10 Mg Tablet
Benazepril Hcl 20 Mg Tablet
Benazepril Hcl 40 Mg Tablet
Benazepril-Hydrochlorothiazide 10-12.5 Mg Tab
Benazepril-Hydrochlorothiazide 20-
Benazepril-Hydrochlorothiazide 20-12.5 Mg Tab
Benazepril-Hydrochlorothiazide 20-25 Mg Tab

Benzonatate 100 Mg Capsule
Benzonatate 100mg Liquid Filled C
Benzonatate 100mg Liquid Filled Capsule
Benzonatate 200 Mg Capsule
Bisoprolol Fumarate 5 Mg Tab
Bisoprolol-Hydrochlorothiazide 10-6
Bisoprolol-Hydrochlorothiazide 10-6.25 Mg Tab
Bisoprolol-Hydrochlorothiazide 5-6.
Bisoprolol-Hydrochlorothiazide 5-6.25 Mg Tab
Bupropion Hcl Sr 100 Mg Tablet
Bupropion Hcl Sr 150 Mg Tablet
Bupropion Hcl Xl 150 Mg Tablet
Bupropion Hcl Xl 300 Mg Tablet
Buspirone Hcl 10 Mg Tablet
Buspirone Hcl 15 Mg Tablet
Carvedilol 12.5 Mg Tablet
Carvedilol 12.5mg Tablet
Carvedilol 25 Mg Tablet
Carvedilol 25mg Tablet
Carvedilol 3.125 Mg Tablet
Carvedilol 6.25 Mg Tablet
Cefdinir 300 Mg Capsule
Cefuroxime Axetil 500 Mg Tab
Celecoxib 200 Mg Capsule
Cephalexin 500 Mg Capsule
Chateal Eq-28 Tablet
Chlorhexidine 0.12% Rinse
Ciprofloxacin Hcl 250 Mg Tab
Ciprofloxacin Hcl 500 Mg Tab
Citalopram Hbr 10 Mg Tablet
Citalopram Hbr 20 Mg Tablet
Citalopram Hydrobromide 20mg Ta
Citalopram Hydrobromide 20mg Tablet
Citalopram Hydrobromide 40mg Ta
Citalopram Hydrobromide 40mg Tablet
Clindamycin Hcl 300 Mg Capsule
Clonidine Hcl 0.1 Mg Tablet
Clonidine Hcl 0.2 Mg Tablet
Clonidine Hcl 0.3 Mg Tablet
Clopidogrel 75 Mg Tablet
Clotrimazole-Betamethasone Crm
Colchicine 0.6 Mg Tablet
Cryselle-28 Tablet
Cyclobenzaprine 10 Mg Tablet
Cyclobenzaprine 5 Mg Tablet
Diclofenac Sod Ec 75 Mg Tab
Dicyclomine 10 Mg Capsule
Dicyclomine 20 Mg Tablet
Digitek 250 Mcg Tablet

Digoxin 250 Mcg Tablet
Diltiazem 24hr Er 240 Mg Cap
Diltiazem 60 Mg Tablet
Diltiazem Er 90 Mg 12-Hr Cap
Doxazosin Mesylate 2 Mg Tab
Doxazosin Mesylate 4 Mg Tab
Doxazosin Mesylate 8 Mg Tab
Doxycycline Hyclate 100 Mg Cap
Drospirenone-Ee 3-0.02 Mg Tab
Drospirenone-Ee 3-0.03 Mg Tab
Enalapril Maleate 10 Mg Tab
Enalapril Maleate 2.5 Mg Tab
Enalapril Maleate 20 Mg Tab
Enalapril Maleate 20mg Tablet
Enalapril Maleate 5 Mg Tablet
Erythromycin 0.5% Eye Ointment
Escitalopram 10 Mg Tablet
Escitalopram 20 Mg Tablet
Estradiol 0.5 Mg Tablet
Estradiol 1 Mg Tablet
Estradiol 2 Mg Tablet
Etodolac 500 Mg Tablet
Famciclovir 250 Mg Tablet
Famotidine 20 Mg Tablet
Felodipine Er 10 Mg Tablet
Finasteride 5 Mg Tablet
Fluconazole 100 Mg Tablet
Fluconazole 150 Mg Tablet
Fluconazole 200 Mg Tablet
Fluoxetine Hcl 20 Mg Capsule
Fluoxetine Hcl 40 Mg Capsule
Fluoxetine Hydrochloride 10mg Ca
Fluoxetine Hydrochloride 10mg Capsule
Fluticasone Prop 50 Mcg Spray
Fluticasone Propionate 50mcg/Actu
Fluticasone Propionate 50mcg/Actuation Nasal
Spray
Folic Acid 1 Mg Tablet
Furosemide 20 Mg Tablet
Furosemide 40 Mg Tablet
Furosemide 80 Mg Tablet
Gabapentin 100 Mg Capsule
Gabapentin 300mg Capsule
Gabapentin 600 Mg Tablet
Gavilyte-G Solution
Gemfibrozil 600 Mg Tablet
Glimepiride 2 Mg Tablet
Glimepiride 4 Mg Tablet
Glimepiride 4mg Tablet
Glipizide 10 Mg Tablet

Glipizide 5 Mg Tablet
Glipizide Er 10 Mg Tablet
Glipizide Er 2.5 Mg Tablet
Glipizide Er 5 Mg Tablet
Glipizide Xl 10 Mg Tablet
Glyburide 5 Mg Tablet
Glyburide-Metformin 2.5-500 Mg
Glyburide-Metformin 5-500 Mg
Golytely Solution
Guanfacine 1 Mg Tablet
Hydrochlorothiazide 12.5 Mg Cp
Hydrochlorothiazide 25 Mg Tab
Hydrochlorothiazide 50 Mg Tab
Hydrocortisone Ac 25 Mg Supp
Hydroxychloroquine 200 Mg Tab
Hydroxyzine Hcl 10 Mg Tablet
Hydroxyzine Hcl 25 Mg Tablet
Hyoscyamine 0.125 Mg Tab Sl
Ibuprofen 600 Mg Tablet
Ibuprofen 800 Mg Tablet
Imipramine Hcl 50 Mg Tablet
Indomethacin 50 Mg Capsule
Irbesartan 150 Mg Tablet
Irbesartan 300 Mg Tablet
Irbesartan 75 Mg Tablet
Isibloom 28 Day Tablet
Isosorbide Mononit Er 30 Mg Tb
Isosorbide Mononit Er 60 Mg Tb
Jasmiel 3 Mg-0.02 Mg Tablet
Junel 1 Mg-20 Mcg Tablet
Junel Fe 1 Mg-20 Mcg Tablet
Junel Fe 1.5 Mg-30 Mcg Tablet
Labetalol Hcl 200 Mg Tablet
Lactulose 10 Gm/15 Ml Solution
Lamotrigine 100 Mg Tablet
Lamotrigine 150 Mg Tablet
Lamotrigine 25 Mg Tablet
Levocetirizine 5 Mg Tablet
Levofloxacin 500 Mg Tablet
Levora-28 Tablet
Levothyroxine 100 Mcg Tablet
Levothyroxine 112 Mcg Tablet
Levothyroxine 125 Mcg Tablet
Levothyroxine 137 Mcg Tablet
Levothyroxine 150 Mcg Tablet
Levothyroxine 175 Mcg Tablet
Levothyroxine 200 Mcg Tablet
Levothyroxine 25 Mcg Tablet
Levothyroxine 50 Mcg Tablet

Levothyroxine 75 Mcg Tablet
Levothyroxine 88 Mcg Tablet
Lisinopril 10 Mg Tablet
Lisinopril 2.5 Mg Tablet
Lisinopril 20 Mg Tablet
Lisinopril 30 Mg Tablet
Lisinopril 40 Mg Tablet
Lisinopril 5 Mg Tablet
Lisinopril-Hydrochlorothiazide 10-1
Lisinopril-Hydrochlorothiazide 10-12.5 Mg Tab
Lisinopril-Hydrochlorothiazide 20-1
Lisinopril-Hydrochlorothiazide 20-12.5 Mg Tab
Lisinopril-Hydrochlorothiazide 20-2
Lisinopril-Hydrochlorothiazide 20-25 Mg Tab
Loratadine 10mg Tablet
Losartan Potassium 100 Mg Tab
Losartan Potassium 25 Mg Tab
Losartan Potassium 50 Mg Tab
Lovastatin 10mg Tablet
Lovastatin 20mg Tablet
Lovastatin 40mg Tablet
Meloxicam 15mg Tablet
Meloxicam 7.5mg Tablet
Metformin Hcl 1,000 Mg Tablet
Metformin Hcl 500 Mg Tablet
Metformin Hcl 850 Mg Tablet
Metformin Hcl Er 500 Mg Tablet
Methotrexate 2.5 Mg Tablet
Methylprednisolone 4 Mg Dosepk
Metoclopramide 10 Mg Tablet
Metoprolol Succ Er 100 Mg Tab
Metoprolol Succ Er 200 Mg Tab
Metoprolol Succ Er 25 Mg Tab
Metoprolol Succ Er 50 Mg Tab
Metoprolol Tartrate 100 Mg Tab
Metoprolol Tartrate 25 Mg Tab
Metoprolol Tartrate 50 Mg Tab
Metronidazole 500 Mg Tablet
Minocycline 100 Mg Capsule
Mirtazapine 15 Mg Tablet
Mirtazapine 30 Mg Tablet
Montelukast Sod 10 Mg Tablet
Montelukast Sod 5 Mg Tab Chew
Mupirocin 2% Ointment
Mupirocin 2% Topical Ointment
Naproxen 500 Mg Tablet
Necon 0.5-35-28 Tablet
Neomycin-Polymyxin-Hc Ear Soln
Nifedipine Er 30 Mg Tablet

Nifedipine Er 60 Mg Tablet
Nifedipine Er 90 Mg Tablet
Nitrofurantoin Mcr 100 Mg Cap
Nitrofurantoin Mono/Macrocrystals
Nitrofurantoin Mono/Macrocrystals 100mg
Capsule
Nitroglycerin 0.4 Mg Tablet Sl
Noreth-Ee-Fe 1-0.02(21)-75 Tab
Norethindrone 0.35 Mg Tablet
Norethin-Ee 1.5-0.03 Mg(21) Tb
Nortrel 7-7-7-28 Tablet
Nortriptyline Hcl 25 Mg Cap
Nortriptyline Hcl 50 Mg Cap
Omeprazole 20mg Delayed-Releas
Omeprazole 20mg Delayed-Release Capsule
Omeprazole Dr 40 Mg Capsule
Ondansetron Hcl 4 Mg Tablet
Ondansetron Hcl 8 Mg Tablet
Ondansetron Odt 4 Mg Tablet
Oseltamivir Phos 75 Mg Capsule
Oxybutynin Cl Er 10 Mg Tablet
Oxybutynin Cl Er 5 Mg Tablet
Pantoprazole Sod Dr 40 Mg Tab
Paroxetine Hcl 10 Mg Tablet
Paroxetine Hcl 20 Mg Tablet
Paroxetine Hcl 40 Mg Tablet
Penicillin Vk 500 Mg Tablet
Pioglitazone Hcl 15 Mg Tablet
Pioglitazone Hcl 30 Mg Tablet
Pioglitazone Hcl 45 Mg Tablet
Potassium Cl Er 10 Meq Capsule
Potassium Cl Er 20 Meq Tablet
Pravastatin Sodium 10 Mg Tab
Pravastatin Sodium 20 Mg Tab
Pravastatin Sodium 40 Mg Tab
Pravastatin Sodium 80 Mg Tab
Prednisone 10 Mg Tablet
Prednisone 20 Mg Tablet
Prednisone 5 Mg Tablet
Promethazine 25 Mg Tablet
Propranolol 10 Mg Tablet
Propranolol 20 Mg Tablet
Propranolol 40 Mg Tablet
Propranolol 80 Mg Tablet
Quinapril 20 Mg Tablet
Quinapril 40 Mg Tablet
Risperidone 2 Mg Tablet
Risperidone 3 Mg Tablet
Ropinirole Hcl 1 Mg Tablet
Ropinirole Hcl 2 Mg Tablet

Ropinirole Hcl 3 Mg Tablet
Rosuvastatin Calcium 10 Mg Tab
Rosuvastatin Calcium 20 Mg Tab
Rosuvastatin Calcium 40 Mg Tab
Rosuvastatin Calcium 5 Mg Tab
Sertraline Hcl 100 Mg Tablet
Sertraline Hcl 25 Mg Tablet
Sertraline Hcl 50 Mg Tablet
Simvastatin 10 Mg Tablet
Simvastatin 20 Mg Tablet
Simvastatin 40 Mg Tablet
Simvastatin 40mg Tablet
Spironolactone 100 Mg Tablet
Spironolactone 25 Mg Tablet
Spironolactone 50 Mg Tablet
Sulfacetamide 10% Eye Drops
Sulfamethoxazole-Tmp Ds Tablet
Sumatriptan Succ 100 Mg Tablet
Sumatriptan Succ 25 Mg Tablet
Sumatriptan Succ 50 Mg Tablet
Tamsulosin Hcl 0.4 Mg Capsule
Terazosin 10 Mg Capsule
Terazosin 5 Mg Capsule
Terbinafine Hcl 250 Mg Tablet
Tizanidine Hcl 4 Mg Tablet
Tizanidine Hydrochloride 4mg Table
Tizanidine Hydrochloride 4mg Tablet
Topiramate 100 Mg Tablet
Topiramate 25 Mg Tablet
Topiramate 50 Mg Tablet
Trazodone 100 Mg Tablet
Trazodone 50 Mg Tablet
Trazodone Hydrochloride 50mg Tablet
Triamcinolone 0.1% Cream
Triamterene-Hydrochlorothiazide 3
Triamterene-Hydrochlorothiazide 37.5-25 Mg Tb
Triamterene-Hydrochlorothiazide 7
Triamterene-Hydrochlorothiazide 75-50 Mg Tab
Tri-Vylibra 28 Tablet
Ursodiol 300 Mg Capsule
Valacyclovir Hcl 1 Gram Tablet
Valacyclovir Hcl 500 Mg Tablet
Valsartan 320 Mg Tablet
Venlafaxine Hcl 75 Mg Tablet
Venlafaxine Hcl Er 150 Mg Cap
Venlafaxine Hcl Er 37.5 Mg Cap
Venlafaxine Hcl Er 75 Mg Cap
Venlafaxine Hcl Er 75 Mg Tab
Verapamil 360 Mg Cap Pellet

Verapamil Er 180 Mg Tablet
Verapamil Er 240 Mg Tablet
Vitamin D2 1.25 Mg(50,000 Unit)
Volnea 0.15-0.02-0.01 Mg Tab
Warfarin Sodium 10 Mg Tablet
Warfarin Sodium 2 Mg Tablet
Warfarin Sodium 2.5 Mg Tablet
Warfarin Sodium 5 Mg Tablet
Zonisamide 100 Mg Capsule