

**FIRST AMENDED INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY, TEXAS AND WILLIAMSON COUNTY &
CITIES HEALTH DISTRICT REGARDING THE COMMUNITY
PARAMEDICINE PROJECT**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into between WILLIAMSON COUNTY, TEXAS ("County") and WILLIAMSON COUNTY & CITIES HEALTH DISTRICT ("WCCHD") which are political subdivisions of the State of Texas (collectively referred to as the "Parties" and individually referred to as the "Party").

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and

WHEREAS, WCCHD is the local public health department for Williamson County, Texas and is the provider of public health services for the citizens of Williamson County; and

WHEREAS, in December, 2011 the federal Centers for Medicare and Medicaid Services (CMS) approved the State of Texas Medicaid Transformation Waiver under Section 1115 of the Social Security Act (Medicaid 1115 Transformation Waiver); and

WHEREAS, WCCHD and County EMS have collaborated in a Category 1 & 3 Infrastructure Development project of Community Paramedicine – Improving, Expanding & Delivering Healthcare to Rural Communities and Emergency Department (ED) appropriate utilization – reducing ED visits for target conditions (the Project"); and

WHEREAS, the Project is included in the Regional Healthcare Partnership 8 Final Plan (the "Plan") that was submitted and approved by the Texas Health and Human Services Commission and the CMS. The unique project ID for Category 1 is 126936702.1.2 and Category 3 is 126936702.3.2; and

WHEREAS, WCCHD is the performing provider for the Community Paramedicine project and is subcontracting with County EMS to implement the Project, which will establish and expand access to medical advice and will direct low income uninsured and indigent patients to the appropriate level of care to reduce the use of hospital emergency departments for non-emergency conditions and to increase patient access to primary health care; and

WHEREAS, said project is entirely dependent upon funding through successful accomplishment of outcomes under the Medicaid 1115 Transformation Waiver; and

WHEREAS, services provided by the Community Paramedicine team will include:

- Coordinating appropriate level of care;
- Facilitating follow-ups after discharge from hospital;
- Educating on when and how to access emergent and non-emergent services;

- Positioning team and Peak Demand Unit in underserved areas; and
- Community outreach and building partnerships with local hospitals and agencies; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follow:

1. **TERM OF CONTRACT**

The term of this First Amended Agreement shall begin as of the date of the last Party's execution of this Agreement and continue until the end of term of the Medicaid 1115 Transformation Waiver funding, December 31, 2017 unless otherwise terminated pursuant to the terms of this Agreement.

2. **RESPONSIBILITIES OF COUNTY**

The responsibilities of County EMS are outlined in the amended **Attachment A**, which is attached hereto and incorporated herein by reference.

4. **RESPONSIBILITIES OF WCCHD**

The responsibilities of WCCHD are outlined in the amended **Attachment B**, which is attached hereto and incorporated herein by reference.

5. **ACCOUNTING**

County will provide supporting documentation for all expenses related to this Agreement to WCCHD. County is responsible for adherence to all financial and reporting obligations for which the entity is responsible.

WCCHD will manage the Medicaid 1115 Transformation Waiver funds supporting the Community Paramedicine project including timely payment for services as indicated by this Agreement. WCCHD is responsible for adherence to all financial and service data reports to the State as well as all other financial and reporting obligations for which the entity is responsible.

6. **TERMINATION**

A Party to this Agreement has the right to terminate this Agreement, for convenience and without cause, by providing written notice which must be received by the other Party no less than ninety (90) calendar days prior to the termination of the Agreement.

7. MISCELLANEOUS

7.1 SEVERABILITY. The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

7.2 CONFIDENTIALITY OF INFORMATION. County EMS and WCCHD will maintain the confidentiality of information received pursuant to the performance of this Agreement, including medical records, and information, which discloses information about the identity of any person served, in accordance with applicable federal and state law.

7.3 BUSINESS ASSOCIATE PROVISIONS. If either Party receives any individually identifiable health information ("Protected Health Information" or "PHI"), from the other Party's agents, authorized personnel, employees, representatives and/or staff members, or creates or receives any PHI on behalf of the other Party, the receiving Party shall maintain the security and confidentiality of such PHI as required of the other Party by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder. Without limiting the foregoing:

- 7.3.1 Use of PHI. Neither Party shall use PHI other than as expressly permitted by this Agreement, or as required by law. However, each Party may use PHI for purposes of managing its internal business processes relating to its functions under this Agreement.
- 7.3.2 Disclosure of PHI. Each Party shall not disclose PHI to any other person (other than members of each Party's workforce), except as approved by the other Party in writing. Any such disclosure shall be made only upon written agreement between County EMS and WCCHD, stating that each Party is bound by the provisions of this section. Each Party shall not disclose PHI to any member of its workforce unless such Party has advised such person of such Party's obligations under this section and of the consequences for such person and for such Party violating them. Each Party shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in contravention of its agreement.
- 7.3.3 Safeguards. Each Party shall use appropriate safeguards to prevent use or disclosure of PHI otherwise than permitted by this Agreement. Each Party shall provide the other Party with such information concerning such safeguards as the other Party may from time to time request, and shall, upon reasonable request, give the other Party access, for inspection and copying, to the Party's facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for the purpose of determining the Party's compliance with this Agreement.
- 7.3.4 Accounting/Reporting of Disclosures. Each Party shall maintain a record of all disclosures of PHI made otherwise than for the purposes of this Agreement, including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Each Party shall make such record available to the other Party on request. Each Party shall report to the other Party any unauthorized

taken or purposed to be taken with respect to such use or disclosure.

- 7.3.5 Disclosure to U.S. Department of Health and Human Services. If either Party is required by law to obtain the following undertaking from the other Party, the other Party shall make its internal practices, books, and records relating to the use and disclosure of health information received from the Party (or created or received by one Party on behalf of the other Party) available to the Subscriber and to the Secretary of the United States Department of Health and Human Services, for the purposes of determining the Covered Entity's compliance with HIPAA.
- 7.3.6 Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either Party may, by written notice to the other Party, amend this Agreement in such manner as the Party determines necessary to comply with such law or regulation. If the other Party disagrees with any such amendment, it shall so notify the requesting Party in writing within thirty (30) days of the requesting Party's notice. If the Parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this Agreement on written notice to the other.
- 7.3.7 Breach. If either Party breaches its obligations under this section, the other Party may, at its option, exercise any of its rights of access and inspection under the above paragraph in this section regarding "Safeguards"; require the breaching Party to submit to a plan of monitoring and reporting, as the non-breaching Party may determine necessary to maintain compliance with this Agreement, and such a plan shall become part of this Agreement; terminate this Agreement, with or without an opportunity to cure the breach. When appropriate, notification to the applicable licensure board will be made by Bluebonnet.
- 7.3.8 Procedure upon Termination. Upon termination of this Agreement, each Party shall return to the other Party or destroy all PHI that it maintains in any form, and shall retain no copies of such information or, if the Parties agree that return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

7.4 **REPORTING OF UNUSUAL INCIDENTS.** Each Party will immediately report any emergencies, injuries or unusual incidents involving a patient to the other Party during business hours.

7.5 **INSPECTIONS.** Pursuant to Texas Health and Safety Code Section 534.061, County authorizes WCCHD and HHSC or their designees, including independent financial auditors, to have, within reasonable notice, unrestricted access to all Covered Client records, data and services associated with this Agreement, and to copy such records, data and information at no cost to the WCCHD, HHSC or their designees as necessary to enable WCCHD to audit, monitor, and review all financial and programmatic activities and services associated with this Agreement.

7.6 CERTIFICATION, LICENSURE, ACCREDITATION AND PRIVILEGES. County represents and warrants that certifications, licenses, accreditations and privileges for County employees are in good standing with the appropriate professional agency or agencies, are without restrictions and will maintain them during the term of this Agreement.

7.7 INSURANCE. Each Party will be responsible for insuring or self-insuring its own officers and employees.

7.8 SUBCONTRACTING. County will notify WCCHD of intent to subcontract services. WCCHD retains the right to screen and approve or disapprove County's choice of subcontractor.

7.9 REPRESENTATIONS.

County represents that:

- County is not held in abeyance or barred from the award of a federal or state contract;
- County employee licenses have not been restricted, revoked or suspended and, to the County's knowledge, are not the subject of any investigation or proceeding;
- The execution and performance of this Agreement by County will not conflict with or create a default under any agreement, contract, instrument, order or judgment to which County is a party or is otherwise subject to; and
- County and its employees and volunteers are duly qualified and competent to perform services to be provided under this Agreement.

WCCHD represents that:

- WCCHD employee licenses have not been restricted, revoked or suspended and, to WCCHD knowledge, are not the subject of any investigation or proceeding;
- The execution and performance of this Agreement by WCCHD will not conflict with or create a default under any agreement, contract, instrument, order or judgment to which WCCHD is a party or is otherwise subject to; and
- WCCHD and its employees and volunteers are duly qualified and competent to perform services to be provided under this Agreement.

7.10 REPORTS OF ABUSE AND NEGLECT. County will report any allegations of abuse or neglect or exploitation of an individual to **(800) 647-7418** in accordance with applicable law, including rules of HHSC, the Department of Family and Protective Services, and the Department of State Health Services.

7.11 AIDS/HIV WORKPLACE GUIDELINES. County will adopt and implement AIDS/HIV workplace guidelines similar to those adopted by HHSC and AIDS/HIV confidentiality guidelines consistent with state and federal law.

history record information on the County's applicants, employees, volunteers and subcontractors, and all persons who would be placed in direct contact with consumers, pursuant to the Texas Health and Safety Code, Section 533.007 and Chapter 250; the Texas Government Code, Section 411.115; and 25 Texas Administrative Code, Chapter 414, Subchapter K. If an applicant, employee, volunteer or subcontractor of the County has a criminal history relevant to his or her employment as described in 25 TAC, Chapter 414, Subchapter K, then the County will take appropriate action with respect to the applicant, employee, volunteer, or subcontractor including terminating or removing the employee, volunteer, or subcontractor from direct contract with consumers served by the County. For the purpose of this Agreement, a crime relevant to a person's employment and/or duties shall be defined as any sexual offense, drug-related offense, homicide, theft, assault, battery, or any other crime involving personal injury or threat to another person.

7.13 CHOICE OF LAW. This Agreement shall be performable in Williamson County, Texas.

7.14 AMENDMENT. This Agreement may only be amended in writing if agreed upon by the Parties, and approved by the governing body of each Party. The Parties agree to review this Agreement at least annually and before each annual budget period.

7.15 ASSIGNMENT. Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all Parties to this Agreement. Any attempt to assign or delegate such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. All other existing arrangements between County and Bluebonnet will be honored under this Agreement.

7.16 NO PERSONAL BENEFIT. No Party intends to benefit any person who is not named as a Party to this Agreement, to assume any special duty to supervise the operations of another Party, to provide for the safety of any specific person or to assume any other duty other than that imposed by general law.

7.17 NOTICE. Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective Parties indicated below:

WILLIAMSON COUNTY:
c/o COUNTY JUDGE
710 MAIN STREET, SUITE 101
GEORGETOWN, TX 78626

WILLIAMSON COUNTY & CITIES HEALTH DISTRICT
c/o EXECUTIVE DIRECTOR
100 WEST 3RD STREET
GEORGETOWN, TX 78626

Address for notice may be changed at any time by delivering written notice of change to the other Party in accordance with the notice requirements of this section.

7.18 PARAGRAPH HEADINGS. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

7.19 ATTORNEY FEES. In any lawsuit concerning this Agreement, the prevailing Party, shall be entitled to recover reasonable attorney's fees from the nonprevailing Party, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

7.20 GOVERNMENTAL IMMUNITY. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity. Each Party shall be responsible for its own employees and the acts of its own employees.

7.21 COMPLIANCE WITH APPLICABLE LAWS. The Parties hereby agree to comply with all applicable ordinances, laws, rules, regulations and lawful orders of any public authority with jurisdiction.

7.22 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the date of the last Party's signature below.

WILLIAMSON COUNTY, TEXAS

By: _____
DAN A. GATTIS
County Judge -
Williamson County, Texas

Date: _____, 2016

WILLIAMSON COUNTY & CITIES HEALTH DISTRICT

By: 
John H. Teel, M.S., R.S.
Executive Director, Williamson County & Cities Health District

Date: 11-8-16, 2016

ATTACHMENT A

RESPONSIBILITIES OF COUNTY

The project, Community Paramedicine, created under the Medicaid 1115 Transformation Waiver, will be dependent upon the availability of funding through successful accomplishment of outcomes specified for this project. To accomplish the desired outcomes:

- County EMS will hire additional staff for the sole purposes of addressing goals outlined in the Community Paramedicine 1115 Waiver Plan Project numbers 126936702.1.2 / 126936702.3.2 and providing the services required under this Agreement.
 - Community Paramedicine staff shall remain under the control and supervision of the County at all times and shall remain County employees, entitled to the same benefits and subject to the same restrictions as any County EMS member for the duration of the Medicaid 1115 Transformation Waiver.
 - Community Paramedicine staff recognizes that funds for the pilot project are dependent upon assurance of complete achievement of each stated outcome within the Medicaid 1115 Waiver project.
- County will invoice WCCHD twice annually according to the schedule provided in Attachment B of this Agreement. County will provide supporting documents with all invoices for timely payment of agreed upon expenses and services. County will provide office space and shall purchase with Medicaid 1115 Transformation Waiver funding equipment and other necessary items for Community Paramedicine staff. County will ensure training to maintain professional licensure of staff.
- Community Paramedicine staff will participate in scheduled discussions with WCCHD's Project Manager to review the status, report performance, and assess the care of the persons served under this Agreement. Through data submitted by the County, WCCHD and all regional healthcare partners, determine the frequent users of the County's emergency services. Maintain the confidentiality of this health information as noted within Sections 7.2 and 7.3 of this Agreement.
- Community Paramedicine staff will ensure that all outcomes and metrics required for obtaining Medicaid 1115 Transformation Waiver incentive payments are met and available for submission in the required format by the deadline established through Waiver process including each of the performance expectations identified within the Medicaid 1115 Transformation Waiver project.

Category 1

Year 2

10/1/2012-9/30/2013

Year 3

10/1/2013-9/30/2014

Year 4

10/1/2014-9/30/2015

Year 5

10/1/2015-9/30/2016

milestone	(1) Bi-weekly meetings, conference calls or webinars	(3) Participate in face-to-face learning at least twice per year	(6) Implement interventions to improve access to care of patients	(7) Implement interventions to improve access to care of patients	Implement interventions to improve access to care of patients
metric	Number of bi-weekly participations	Participate in semi-annual face-to-face meetings/seminars	Documentation of increased number of unique patients served by innovative program	Documentation of increased number of unique patients served by innovative program	Documentation of increased number of unique patients served by innovative program
milestone	(2) Review data and respond to it every week with tests of new ideas, practices, tools, and solutions	(4) Collect baseline data, if medical advice line currently exists within RHP	N/A	N/A	Provide 2,457 encounters
metric	Number of ideas tested	Documentation of baseline assessment	N/A	N/A	
milestone	N/A	(5) Designate/hire personnel or teams to support and/or manage the project	N/A	N/A	
metric	N/A	Hire specialized staff for paramedicine project	N/A	N/A	

Category 3

	Year 2 10/1/2012-9/30/2013	Year 3 10/1/2013-9/30/2014	Year 4 10/1/2014-9/30/2015	Year 5 10/1/2015-9/30/2016	
Milestone	(1) Project Planning, engage stakeholders, identify current capacity and needed resources, determine timelines and document implementation plans	(2) Establish baseline rates	N/A	N/A	Outcome Measure: IT-3.2 Title: Congestive Heart Failure (CHF) 30-day Readmission Rate
Metric	Produce a implementation plan	Documentation of baseline data	N/A	N/A	
Milestone	N/A	N/A	N/A	N/A	
Metric	N/A	N/A	N/A	N/A	
Outcome Improvement	N/A	N/A	(1) ED appropriate utilization. Reduce Emergency Department visits for target conditions	(2) ED appropriate utilization. Reduce Emergency Department visits for target conditions	Readmission for any cause within 30 days of the discharge date for the index hospitalization, excluding a specified set of planned readmissions.

ATTACHMENT B

RESPONSIBILITIES OF WCCHD

As the performing agency responsible for overseeing the appropriate expenditure of the federal funds supporting the expectations of the Medicaid 1115 Transformation Waiver, WCCHD will:

- Ensure timely payments to County over the entire period of the Medicaid 1115 Waiver. For the purposes of this Agreement, funding through the Medicaid 1115 Waiver will end on December 31, 2107. The funds through this Agreement will not exceed \$6,127,374.00 Payments through the Delivery System Report Incentive Payments (DSRIP) program within the Waiver will be made within 30 days of receipt of invoice from County as follows:
 - Unless otherwise redirected by HHSC or CMS, pay two equal annual payments until the following projected allocation for each subsequent DY is achieved for that year:

▪ DY2 (10/01/2012 to 09/30/2013):	\$ 1,095,824
▪ DY3 (10/01/2013 to 09/30/2014):	\$ 1,194,086
▪ DY4 (10/01/2014 to 09/30/2015):	\$ 1,167,328
▪ DY5 (10/01/2015 to 09/30/2016):	\$ 1,180,496
▪ DY6 (10/01/2016 to 12/31/2017):	\$ 1,489,636
 - WCCHD will retain an administrative fee of \$5,000.00 per year beginning in DY3 through DY6.
 - Future payment structure will be determined in future amendments to this Agreement.
- Participate in scheduled discussions with County EMS Director to review the status of achievement of each of the expected outcomes of the Medicaid 1115 Transformation project, ensuring the provision of services as outlined within the Medicaid 1115 Waiver project description and appropriate access to care for the persons served under this Agreement. Maintain the confidentiality of this private healthcare information as noted within Sections 7.2 and 7.3 of this Agreement.
- Keep County abreast of the status of, and any changes to, the Community Paramedicine project under the Medicaid 1115 Transformation Waiver through routine communication.