

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between Williamson County Cities and Health District (WCCHD) and Williamson County (Entity) for the purposes of communication and consultation with the Entity to inform the Commissioner's Court of status and trends for the Medicaid 1115 Transformation Waiver – Delivery System Reform Incentive Payment (DSRIP) Demonstration Year (DY) 7 Category 3 metrics status and progress for Jail Diversion, a program under development by WCCHD and Entity.

I. SERVICES TO BE PERFORMED BY WCCHD.

- A. Review, analyze, and report status on the Medicaid 1115 Transformation Waiver DY 7 Category 3 measures and progress related to DSRIP DY 7 results as outlined by the Entity.

II. SERVICES TO BE PROVIDED BY THE ENTITY.

- A. Provide details on expectations related to the structure and frequency of DSRIP DY 7 program updates to the Entity.
- B. Provide access to all necessary Jail Diversion data and records to WCCHD so that WCCHD assigned staff may fulfill the WCCHD obligations under this MOU.

III. TERM OF AGREEMENT.

This Agreement shall begin May 1, 2018 and shall terminate October 31, 2018. The Agreement may be renewed for additional periods upon mutual agreement of the parties. This Agreement may be terminated by either party with 30 day's written notice to the corresponding party.

IV. AMENDMENT.

Any change, addition or deletion to the terms of this Agreement shall be in writing and executed by both parties. An executed facsimile copy will be sufficient to evidence the parties' agreement to any change, addition, or deletion to this Agreement.

V. CONFIDENTIALITY.

Both parties acknowledge that in receiving, storing and processing or otherwise dealing with any information about clients in the program, they are fully bound by the provision of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR.

Both parties agree to undertake to resist in judicial proceeding any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 CFR, Part 2.

VI. INDEMNIFICATION.

WCCHD hereby agrees to the extent permitted under the Constitution and the laws of the State of Texas to indemnify and hold harmless the Entity and all of its trustees, directors, officers, employees, and agents from all liability suits, actions, claims, expenses (including attorney's fees and costs related to the investigation of any such claim, action, or proceeding) or cost of any character, type, or description

(including obligations, losses, fines, penalties, and assessments) brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to clients, arising out of or occasioned by non-performance or any negligent acts of WCCHD or WCCHD's personnel, if any, or its agents or employees occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this Agreement.

The Entity hereby agrees to the extent permitted under the Constitution and the laws of the State of Texas to indemnify and hold harmless WCCCHD and all of its trustees, directors, officers, employees, and agents from all liability suits, actions, claims, expenses (including attorney's fees and costs related to the investigation of any such claim, action, or proceeding) or cost of any character, type, or description (including obligations, losses, fines, penalties, and assessments) brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to clients, arising out of or occasioned by non-performance or any negligent acts of the Entity or the Entity's personnel, if any, or its agents or employees occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this Agreement.

VII. NOTICE.

All notices and correspondence given pursuant to this MOU must be in writing and sent to the following individuals and addresses:

Williamson County Cities & Health District
Attn: John Teel
355 Texas Ave
Round Rock, TX 78664

Williamson County
Attn: County Judge
710 S. Main St, Ste 101
Georgetown, Texas 78626

VIII. GOVERNING LAW.


The laws of the State of Texas will govern this MOU. Venue shall be in Williamson County, Texas.

IX. BINDING AUTHORITY.

The individuals represented by the WCCHD and the Entity signatures below represent that they have full authority to enter into this MOU.



John Teel, Executive Director
Williamson County and Cities Health District



Date

Dan Gattis, County Judge
Williamson County, Texas

Date