

**INTERLOCAL AGREEMENT
FOR AMBULANCE SERVICES FOR THE WILLIAMSON COUNTY JAIL**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into between WILLIAMSON COUNTY, TEXAS (the “County”) and the CITY OF GEORGETOWN, TEXAS (the “City”), political subdivisions of the State of Texas. In this Agreement, County and City are sometimes individually referred to as “Party” and collectively referred to as “the Parties.”

RECITALS

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791 (the “Act”) provides that local governments may contract with each other for the performance of governmental functions or services, including providing ambulance services, for the mutual benefit and in the mutual interest of the Parties; and,

WHEREAS, the City has received an Emergency Medical Services Provider license and will begin providing emergency medical services in the City limits beginning October 1, 2015; and,

WHEREAS, City will be providing ground basic and advanced life support ambulance services, and will be licensed by applicable State authorities to provide those services; and,

WHEREAS, the County owns and operates the Williamson County Jail (“Jail”), which is located inside the corporate limits of the City; and,

WHEREAS, the Parties wish to set forth their agreements as to the City’s provision of ground basic and advanced life support ambulance services to the Jail and the payment for such services; and,

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and the City agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference into this Agreement and made a part hereof as if set forth in their entirety.

2. **Ambulance Services Provider to Jail.** Pursuant to the City’s Code of Ordinances, Chapters 2.28 and 2.29, the City is providing ground basic and advanced life support ambulance service (hereinafter, collectively, “Ambulance Services”) for County's inmate patients at the Jail who require such Ambulance Services, 24 hours-per-day, 7 days-per-week, pursuant to the terms of this Agreement. “Ambulance Services” consist of a response by City to the Jail, treatment and other pre-transport activities, including the rendering of emergency medical service at the Jail, appropriate care and treatment during transport, and one-way transportation to the patient’s designated destination.

3. **Qualifications and Obligations.**

a. Licensure and Certification. The Parties covenant and agree that at all times they shall remain licensed, certified or enrolled in good standing with applicable state and federal licensing authorities, with all state and federal health care programs, and all required state or national accrediting organizations.

b. Response. City shall respond to requests for emergency services and non-emergency services in accordance with any applicable City standard operating procedures, City ordinances, laws or regulations.

c.. Information Concerning Status of Patient. County shall provide City with all necessary information about the patient to enable City to properly provide the necessary Ambulance Services and bill the appropriate payor. Such information shall include the patient's insurance status.

5. Billing and Compensation.

a. Billing to County. Except as otherwise provided herein, City will bill County directly for Ambulance Services rendered to inmate patients at the Jail. County agrees to pay City according to the Medicare allowable rate for ambulance transports in accordance with the most current definitions and rates for each level of service, as set forth by the Centers for Medicare and Medicaid Services (CMS).

b. Billing to Patient. In the event the inmate patient has available insurance (excluding Medicare and Medicaid), County shall provide City with insurance documentation so that City may bill the patient directly for the Ambulance Services rendered. In such case, City shall comply with its billing practices and procedures for Ambulance Services. In the event City is unsuccessful at receiving payment from the patient within ninety (90) days, after complying with the City's billing practices and procedures for Ambulance Services, City may bill County directly for such Ambulance Services rendered and County shall pay for such services in the same manner as set forth in Paragraph 5.(a.) above.

c. Payment Conditions for Services Covered by County

(i) Payment in Full. City shall not bill any patient, financially responsible Party, insurer, or third party payor for any transports that are paid for by County. When charges are properly billed for transports, City shall accept the fee schedule amounts outlined in this Agreement as payment in full.

(ii) Prompt Payment. County agrees to remit payment to City for all transports for which it is responsible to pay under this Agreement pursuant to Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one

percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by City, County shall notify City of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of City, City shall be entitled to receive interest on the unpaid balance of the invoice submitted by City beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, City shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

6. **Term.** The initial term of this Agreement shall commence on October 1, 2015 and continue thereafter until September 30, 2020. After that initial term, this Agreement will automatically renew for successive terms of five (5) years each unless otherwise terminated as set out herein.

7. **Termination.** Notwithstanding any other provision, either party may terminate this Agreement at any time with or without cause by giving the other party ninety (90) days written notice of termination, which notice shall specify the effective date of the termination.

8. **Notices.** Notices required or permitted to be given under this Agreement shall be made to the Parties at the following addresses and shall be presumed to have been received by the other Party (i) five business days after mailing by the Party when notices are sent by First Class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service) as follows:

To County:

County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

To City:

City of Georgetown
Attn: City Manager
P.O. Box 409
Georgetown, Texas 78627-0409

Either Party may from time to time designate any other address for notice by written notice to the other Party.

9. **Events of Default.** Each of the following shall be an “Event of Default” under this Agreement entitling the non-defaulting Party to declare this Agreement void and of no further force and effect without additional prior notice:

a. If County fails to pay City for the Ambulance Services when required hereunder or otherwise meet its obligations hereunder.

b. If City fails to meet its obligations hereunder.

c. If either Party fails to maintain its required licenses, permits or certifications.

d. If any of the representations of either Party as set forth in this Agreement are false or misleading in any material respect.

10. **Mutual Hold Harmless.** City and County each shall hold harmless the other Party and the other Party's directors, officers, agents, members and employees against any and all claims, causes of action, injuries and damages including, but not limited to, personal injury and property damage, to the extent caused by any of its own acts or omissions or from the acts or omissions of its own agents, contractors or employees and arising out of or due to the performance, failure to perform or breach of this Agreement.

11. **Entire Agreement.** This Agreement, including any hereto, constitutes the sole and only agreement of the Parties regarding its subject matter and supersedes any prior understandings or written or oral agreements between the Parties respecting this subject matter. Neither Party has received or relied upon any written or oral representations to induce it to enter into this Agreement except that each Party has relied only on any written representations contained herein.

12. **Amendments.** No agreement or understandings varying or extending this Agreement shall be binding upon the Parties unless it is memorialized in a written amendment signed by an authorized officer or representative of both Parties.

13. **Assignment.** This Agreement may be assigned by a Party upon the written approval of the other Party. This Agreement shall be binding upon all successors and assigns.

14. **Construction and Compliance.**

a. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by any court or by the Office of Inspector General (OIG) of the United States Department of Health and Human Services to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

b. Compliance. The Parties intend to comply fully with all applicable state and federal laws and regulations, including but not limited to the Balanced Budget Act of 1997, the Social Security Act, the federal Anti-Kickback Statute, the federal False Claims Act, and all applicable state and federal fraud and abuse laws and rules. Insofar as any terms or conditions of this Agreement are determined by any court or by the OIG to be contrary to any such statutes or regulations, the Parties will promptly and in good faith confer and resolve any issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations.

c. Notification of Actual or Potential Violation of Law. If either Party becomes aware of any actual or potential violations by the other Party, whether intentional or inadvertent, of any applicable state or federal statutes or regulations, it shall promptly notify the other Party.

d. Protection of Patient Information. The Parties, each of which are "covered entities," shall carry out their obligations under this Agreement in compliance with the privacy and security regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), to protect the privacy and security of any personally identifiable, protected health information ("PHI") that is collected, processed or learned as a result of the services provided pursuant to this Agreement. Both Parties acknowledge that their relationship to patients receiving services hereunder is a "direct treatment relationship" as that term is defined in the Privacy Regulations and that this contractual relationship does not constitute a "business associate" agreement pursuant to the Privacy Rule. The Parties also understand that it is permissible under HIPAA to freely exchange PHI for purposes of treatment, payment, or health care operations, including information to determine medical necessity. Both Parties agree to a free exchange of PHI for purposes of treatment, payment, or health care operations, and County will provide all documents requested by City so that it may properly bill for covered transports.

15. **Complaints.** County agrees that all complaints or unusual incidents involving personnel, equipment or service of City will be promptly reported to management of City and will be described in an incident report detailing the circumstances surrounding the complaint or incident, including the persons or entities involved, date and time of events at issue, and description of events at issue within five (5) business days of the occurrence.

16. **Force Majeure.** The Parties shall be excused for the period of any delay in or impossibility of the performance of any obligations hereunder, when prevented from doing so by any cause or causes beyond a Party's control, which shall include without limitation: all labor disputes, civil commotion, war, nuclear disturbances, hostilities, sabotage, terroristic acts, governmental regulations or controls, fire, accident or other casualty, interruption in the supply of any utilities or fuel, inability to obtain any material or services, or through acts of God.

17. **Independent Contractor Relationship.** The relationship of the Parties is that of independent contractors. Neither Party shall be deemed to be the agent nor partner nor fiduciary of the other, and neither is authorized to take any action binding upon the other. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purposes whatsoever.

18. **Governing Law.** This Agreement is made and shall be construed in accordance with, and governed by, the laws of the State of Texas, without consideration of conflict of laws principles.

19. **Access to Books and Records.** City shall, for a period of four (4) years after this Agreement terminates, make available, upon the written request of the Secretary of Health and Human Services or the Comptroller General, or their representatives, this Agreement, and such books, documents and records as may be necessary to verify the nature and extent of the costs of the Ambulance Services for County inmate patients provided by the City.

20. **County's Right to Audit.** City agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of City which are directly pertinent to Ambulance Services for County inmate patients at the Jail provided by the City and billed to the County pursuant to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. City agrees that County shall have access during normal working hours to all necessary City facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give City reasonable advance notice of intended audits.

21. **Authority.** This Agreement is entered, in part, pursuant to the authority of the Act. The provisions of the Act are incorporated in this Agreement and this Agreement shall be interpreted in accordance with the Act. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

22. **Waiver and Consent.** The failure of either Party at any time to require performance by the other Party of any provision hereof shall not affect in any way the rights to require such performance of any other provision hereof, nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If the consent of either Party is necessary pursuant to the terms of this Agreement, such consent shall not be unreasonably withheld.

23. **No Waiver of Defenses/Immunity/Legal Standing.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense or immunity or standing available at law or in equity to either Party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity.

24. **Regulatory Changes.** The Parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The Parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the Parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the Parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either Party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the Parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either Party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

25. **Non-Discrimination.** All services provided under this Agreement shall be provided without regard to the race, color, creed, sex, age, disability status, payor source or national origin of

the resident requiring such services. City agrees to comply with all applicable laws prohibiting discrimination in the provision of services hereunder.

26. **Authorization of Agreement.** Each Party represents and warrants, each to the other with respect to itself, that the execution and delivery of this Agreement has been duly authorized and the individual executing this Agreement on behalf of each Party respectively has full power and authority to do so.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and approved by the proper officers of each of the contracting Parties, and attested by the proper officer on the dates written below.

WILLIAMSON COUNTY, TEXAS

By: _____

Dan A. Gattis, County Judge

Date: 09-02-____, 2015

CITY OF GEORGETOWN, TEXAS

By: _____

Dale Ross, Mayor

Date: August 25, 2015

ATTEST:

By: _____

Jessica Brettle, City Secretary

APPROVED AS TO FORM:

By: _____

Bridget Chapman
City Attorney