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Vacant, Williamson County



John H. Teel, MS, RS, WCCHD Executive Director

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**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN WILLIAMSON COUNTY AND CITIES HEALTH  
DISTRICT  
AND WILLIAMSON COUNTY, TEXAS,  
FOR INFLUENZA IMMUNIZATION PROGRAM  
(FY 2018)**

**RECITAL**

This interlocal agreement ("Agreement") is an interlocal cooperation agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

**AGREEMENT**

THIS AGREEMENT is made and entered into by and between the **Williamson County and Cities Health District** (hereinafter "District"), acting herein by and through its governing body, and **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, also acting herein by and through its governing body. For the public purpose of promoting and ensuring public health and safety, the Parties hereby enter into this Agreement as follows:

**I. Term**

This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph VII below.

## **II. No Agency Relationship**

It is understood and agreed that District shall not in any sense be considered a partner or joint venturer with The County, nor shall District hold itself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. The County shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The District other than what may be expressly allowed under this agreement.

## **III. Description of The County's Participation Through Wilco EMS**

In exchange for the public health benefits and to assist with fostering preparedness for public health initiatives, including but not limited to a training opportunity for local EMS workers pertaining to vaccination response and administration, The County will provide through Wilco EMS the following elements:

- A. Provide off-duty licensed paramedics for the express purpose of administering influenza vaccinations at District-sponsored influenza vaccination clinics at locations throughout Williamson County. It is understood by the parties that such workers remain in their county employment capacity and are subject to being called back into duty at the discretion of The County if they are needed to go back on regular duty;
- B. The District-sponsored influenza vaccination clinics will occur at locations throughout Williamson County during the months of August, September, October, November, and December;
- C. The County (Wilco EMS) will compensate its paramedics at either straight time, or overtime, based on current Williamson County compensation policies;
- D. Wilco EMS will provide any relevant Standing Delegation Orders (SDO's), signed by Wilco EMS's Medical Director, to allow Wilco EMS paramedics to administer influenza vaccines; Wilco EMS will ensure that any paramedics used for influenza vaccination services have demonstrated competency to administer vaccine; and

E. On behalf of Wilco EMS, the Williamson County Auditor's Office will create and provide to District monthly or semi-monthly invoices for full reimbursement of all costs (i.e labor, fringe benefits, travel, and supplies) associated with the use of Wilco EMS paramedics who perform services at District influenza vaccination clinics.

#### **IV. Description of The County's Participation Through Wilco HR**

The County will provide through Wilco HR the following elements:

- A. Marketing and awareness outreach to all Wilco employees as necessary; and
- B. Coordination of necessary scheduling, site locations, and necessary administrative details.

#### **V. Description of District's Participation**

District will provide the following elements:

- A. Be responsible for ordering and properly storing all associated vaccines and medical supplies;
- B. Provide all vaccines and medical supplies at each influenza vaccination clinic;
- C. Provide for handling and disposal of all medical waste associated with each vaccination clinic;
- D. Maintain a record of all labor performed by specific Wilco EMS employees at each vaccination clinic, including the names and dates of every person receiving a vaccine;
- E. Process timely payments for all invoices submitted by Wilco EMS to District for personnel costs, inclusive of approved travel costs, and any other reasonable costs associated with work performed at influenza vaccination clinics by Wilco EMS paramedics.
- F. Provide Event schedules to the Wilco EMS paramedics and Wilco HR, to include specific dates, times, and locations;
- G. In cooperation with Wilco EMS and Wilco HR, District shall be

responsible for overseeing all of the influenza immunization clinics and coordinating the utilization of paramedics, based on their availability, to include the sharing of new information, keeping the paramedics informed of all schedule changes, and communicating any additional event needs.

## **VI. Project Costs**

District will reimburse The County for Wilco EMS personnel costs, inclusive of approved travel costs, and any other reasonable costs associated with work performed at influenza vaccination clinics by Wilco EMS paramedics.

The County will not be charged for the cost of influenza vaccine.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code.

## **VII. Termination**

This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. Each party will only be liable for its pro rata share of services rendered and goods actually received.

## **VIII. Notices**

The Parties designate the following persons for receipt of notice:

### *If to Williamson County:*

**Name:** Dan Gattis (or successor)  
**Title:** County Judge  
**Address:** Williamson County  
710 Main Street  
Georgetown, TX 78626  
**Phone:** (512) 943-1550

### *If to District:*

**Name:** John Teel (or successor)  
**Title:** Executive Director  
**Address:** District of Austin Wireless Communication Services Division  
100 West 3rd Street  
Georgetown, TX 78626

**Phone:** (512) 943-3600

The parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

## **IX. Miscellaneous**

No Assignment: District may not assign this contract.

Compliance with All Laws: District agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

### **AGREED AND APPROVED:**

#### **WILLIAMSON COUNTY**

By: \_\_\_\_\_

  
Dan A. Gattis  
County Judge

Date: \_\_\_\_\_

09-19-2017

#### **HEALTH DISTRICT**

By: \_\_\_\_\_

  
John Teel  
Executive Director

Date: \_\_\_\_\_

8-31-17