

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY,
TEXAS AND WILLIAMSON COUNTY & CITIES HEALTH DISTRICT
REGARDING
DELIVERY SYSTEM REFORM INCENTIVE PAYMENT
DEMONSTRATION YEAR 7**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into between WILLIAMSON COUNTY, TEXAS (“County”) and WILLIAMSON COUNTY & CITIES HEALTH DISTRICT (“WCCHD”) which are 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, WCCHD is also acting as an IGT Entity and County is acting as a Performing Provider under the Delivery System Reform Incentive Payment Program (“DSRIP”) in RHP 8; and

WHEREAS, WCCHD received a total of 7 points for DSRIP DY7, which was distributed between County having 3 points and WCCHD having 4 points. The total amount of IGT for approved metrics (Planning) DY7 amounts to \$312,252.53 and the total amount of Monitoring Fee amounts to \$5,908.20 for a total amount of IGT Funding of \$318,160.73; and

WHEREAS, the amount of each point of the 7 IGT points is \$45,451.53 (\$318,160.73 divided by 7 points = \$45,451.53);

WHEREAS, at the time of processing County’s 3 points of IGT funding, WCCHD also processed its 4 points of IGT funding, which amounted to \$181,806.12, by transferring such funding to the Texas Health and Human Services Commission for processing and funding by the Centers for Medicaid and Medicare Services; and

WHEREAS, County conducted planning in relation to a Jail Diversion Project as an DSRIP initiative as a part of the Medicaid 1115 Transformation Waiver – Delivery System Reform Incentive Payment (DSRIP) Demonstration Year (DY) 7 Category 3; and

WHEREAS, following County’s planning in relation to a Jail Diversion Project, it was determined County could not meet the required metrics due to new changes to waiver

protocols and County was required to cease proceeding with such Jail Diversion Project as a DSRIP initiative; and

WHEREAS, County is eligible to receive a Plan Submission Payment for its DSRIP initiative planning; 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 Agreement shall begin as of the date of the last Party's execution of this Agreement and continue until the funding obligations of all parties have been performed.

2. RESPONSIBILITIES OF PARTIES

2.1 County will provide to WCCHD with 3 points of IGT funding, which amounts to \$136,354.59 within five (5) business days of execution of this agreement.

2.2 Under the DSRIP Program, the total amount to be returned by the Centers for Medicaid and Medicare Services and Texas Health and Human Services Commission to the WCCHD will be \$724,147.80. WCCHD will, within 10 days of its receipt of said total amount of \$724,147.80, tender to County the total amount of \$310,349.07, which consists of County's 3 points of IGT Funding and the Incentive Payment for its DSRIP initiative planning in relation to the Jail Diversion Project.

3. MISCELLANEOUS

3.1 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.

3.2 CONFIDENTIALITY OF INFORMATION. The Parties 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.

3.3 INSPECTIONS. Pursuant to Texas Health and Safety Code Section 534.061, County authorizes WCCHD and the Texas Health and Human Services Commission (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.

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

3.5 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.

3.6 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 WCCHD will be honored under this Agreement.

3.7 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.

3.8 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
355 TEXAS AVENUE
ROUND ROCK, TX 78664

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.

3.9 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.

3.10 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.

3.11 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.

3.12 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.

3.13 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: 

Printed Name: Doc A. Carr

Title: County Judge

Date: 07-09-, 2018

WILLIAMSON COUNTY & CITIES HEALTH DISTRICT

By: 

Printed Name: Virginia L. Headley

Title: Interim Executive Director

Date: July, 2018