

**AMENDED INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
AND WILLIAMSON COUNTY, TEXAS,
FOR ASSISTANCE WITH GRANT IMPLEMENTATION
(Use of Community Health Paramedic Personnel for Planning/Training)
(Grant from National Association of County and City Health Officials)**

THIS INTERLOCAL AGREEMENT is made and entered into by and between the **Williamson County and Cities Health District** (hereinafter the “Health District”), a local governmental entity in the State of Texas 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. The Health District and the County are herein referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows these entities to contract with one another to perform governmental functions and services.

WHEREAS, the Parties desire to contract with each to allow Health District personnel and County Community Health Paramedic Personnel to work together for planning and training to develop COVID-19 response capacity

WHEREAS, the Parties hereby make a determination that entering into this Agreement would be mutually beneficial and not detrimental to the Parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. AUTHORITY

This Agreement is entered into by and between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act. The provisions of Chapter 791 of the Government Code are incorporated into this Agreement, and this Agreement shall be interpreted in accordance with the Act.

2. PURPOSE

2.1 The Parties recognize the importance and need for promoting and ensuring public health and safety.

2.2 The purpose of this Agreement is to promote public health and safety by authorizing the use of Community Health Paramedic Personnel for planning and training to assist implement a grant from the National Association of County and City Health Officials (NACCHO) for building local COVID-19 response operational capacity.

3. TERM

3.1 The term of this Agreement shall extend from the effective date hereof until the first anniversary of the effective date or upon completion of the Scope of Work set forth in the attached Exhibit A, whichever is sooner.

3.2 It is understood and expressly acknowledged by the Parties that Subsection 3.1 is subject to the provisions for early termination contained in Section 7 herein, and that this Agreement may be terminated for cause or convenience by either of the Parties in accordance with Section 7 herein, and that such termination may be effected at any time during the term

4. OBLIGATIONS OF THE HEALTH DISTRICT

4.1 The Health District will pay \$63,223.40 to the County from grant funding received by the Health District from the National Association of County and City Health Officials to assist with building COVID-19 response operational capacity.

4.2 Payments will be made by the Health District to the County pursuant to the following schedule: \$23,500 by January 31, 2021; and \$39,723.40 after receipt of funds from NACCHO for July 31, 2021 invoice. The Health District requests that the County submit invoices for each of these payments, to document the transactions for the grant funder.

5. OBLIGATIONS OF COUNTY

5.1 The County will use its Community Health Paramedic Personnel to provide certain planning and training services as set forth in the Scope of Work contained in the attached Exhibit A, which is incorporated for all purposes.

5.2 It is understood and agreed that the County shall only be responsible for the scope of work items set forth in attached Exhibit A and the Health District is responsible for the administration of all other grant-required scope of work items as well as all reporting and all other grant requirements.

6. LIABILITY

6.1 The Parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law. The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

7. TERMINATION FOR CONVENIENCE

7.1 Either Party has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to the other Party.

7.2 In the event this Agreement is terminated prior to completion of the Scope of Work, the Parties agree to reasonably allocate the payments required under Section 4 to correspond to the portion of the Scope of Work that has been completed by the County.

8. NOTICE

All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below:

If to Williamson County:

Name: Hon. Bill Gravell, Williamson County Judge

Address: 710 Main St.
Georgetown, Texas 78626

If to Health District:

Name: Derrick L. Neal, MPA, Executive Director

Address: 355 Texas Ave.
Round Rock, Texas 78664

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.

9. DISPUTE RESOLUTION

9.1 If a dispute or claim arises under this Agreement, the Parties agree to first try to resolve the dispute or claim by appropriate internal means, including referral to each Party's senior management. If the Parties cannot reach a mutually satisfactory resolution, then any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, the Health District and the County shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the Parties.

9.2 The Health District and County hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

10. MISCELLANEOUS PROVISIONS

10.1 No Third Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

10.2 No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between the Parties.

10.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

10.4 Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

10.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

10.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

10.7 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

10.8 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

10.9 Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.

10.10 Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that either Party shall have the right to terminate this Agreement at the end of either Party's fiscal year if the governing body of Party does not appropriate sufficient funds as determined by Party's budget for the fiscal year in question. Party may effect such termination by giving other the other Party written notice of termination at the end of its then-current fiscal year.

10.11 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

10.12 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.

10.13 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

10.14 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

10.15 Right to Audit. Both Parties agree that the other Party 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 the other Party which are directly pertinent to the services to be performed under this Agreement by such other Party for the purposes of making audits, examinations, excerpts, and transcriptions. The Parties agree that the other Party shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The Party performing the audit shall give the other Party reasonable advance notice of intended audits.

10.16 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

10.17 Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

APPROVED by the Williamson County and Cities Health District, in its meeting held on the _____ day of _____, 20____, and executed by its authorized representative.

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

By: Derrick L. Neal

Printed Name: Derrick L. Neal, MPA

Date Signed: 01/25/2021

APPROVED by the Commissioners Court of Williamson County in its meeting held on the 9th day of February, 2021, and executed by its authorized representative.

WILLIAMSON COUNTY

By: Bill Gravell, Jr.
Bill Gravell, Jr., County Judge

Date Signed: 02/09/2021

EXHIBIT A – Scope of Work Items for County Community Health Paramedic Personnel (Incorporated herein for all purposes)

Community Health Paramedic (CHP) personnel will assist WCCHD with completing the following NACCHO grant deliverables:

Baseline:

“Task 3: Coordination and implementation of outreach and response activities including educating facilities regarding reporting requirements and conducting Infection Control Assessment and Response (ICAR) assessments with high-risk facilities.

3.3. Develop a prioritized list of facilities to target for outreach and response activities

3.4. Complete and track at least 40 outreach and response activities including ICAR assessments (via telephone, video chat, or in-person)”

Supplemental:

“Task A: Provision of additional support to high-risk facilities requiring further education or assistance

A. 1. Documentation of participation in at least 10 of the calls or visits with high-risk facilities who have completed an ICAR (conducted by the applicant or by the state healthcare associated infection (HAI) program or other entity) to provide additional education or assistance to address gaps identified through the assessment.

Task B: Develop materials (checklists, toolkits, educational resources, trainings, handouts, signs, etc.) to support local health department (LHD) implementation of federal guidance related to monitoring and responding to HAIs and emerging threats including COVID-19 in high-risk facilities”

B. 1. Development of at least 6 materials including:

- One modified ICAR tool
- One survey tool to collect census, personal protective equipment (PPE) needs
- One ICAR training presentation
- One long term care facility cluster process
- Two other resources in response to identified needs."

Task C: Provide Consultation and guidance on infection prevention, in coordination with WCCHD and DSHS Epidemiologists and Public Health Nurses.