

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
AND WILLIAMSON COUNTY, TEXAS
REGARDING INDIGENT HEALTH CARE PROGRAM
(Eligibility for Medical Assistance Programs)**

This agreement (“Agreement”) is made and entered into by and between the **Williamson County and Cities Health District** (hereinafter “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 may be referred to collectively as the “Parties” and individually as “Party.”

RECITALS

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

The Interlocal Cooperation Act allows governmental entities to contract with one another to perform governmental functions and services.

The County maintains the County Indigent Health Care Program pursuant to the requirements of the Indigent Health Care and Treatment Act, Chapter 61, Texas Health and Safety Code, which makes the County responsible for paying for health care services for needy residents of the County.

The Health District and the County desire to contract with each other for the Health District to provide screening and supporting services for the County Indigent Health Care Program on behalf of the County.

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 Health District and the County agree as follows:

AGREEMENT

1. Effective Date and Term

This Agreement shall be in full force and effect when signed by all Parties and shall continue for an initial term of twelve (12) months from the Effective Date. After the initial term, this Agreement shall automatically renew for successive terms of twelve (12) months each, unless terminated pursuant to paragraph 3 or paragraph 5.5 below.

2. Integrated Eligibility Services

In the interest of promoting the public health and safety and supporting the County's operations, the Health District will assist and provide eligibility screening services pursuant to Tex. Health & Safety Code Chapter 61 criteria and supporting services as follows:

I. Eligibility Determination for Federal Assistance Programs

- a. County Indigent Healthcare program(s);
- b. Women, Infants and Children ("WIC") Supplemental Food Program (financial and residential);
- c. Any authorized and related services pursuant to the agreement of the Parties.

II. Eligibility Screening for Medical Assistance Programs

- a. Medicaid and Food Stamp programs;
- b. Supplementary Security Income ("SSI");
- c. Any authorized and related services pursuant to the agreement of the Parties.

III. Information and Referral Services for County Residents

- a. Utility assistance.
- b. Rental & housing assistance.
- c. Childcare support.

IV. Claims Review, Submission, and Audits

The Health District shall review, conduct initial approval of claims, and submit claims to the Williamson County Auditor's Office (Accounts Payable) for payment processing and approval by the County's Commissioners Court. The Health District's Program Eligibility and Social Services Division will work with the Health District's Administration and Finance Division on cyclical audits, as outlined and approved by Williamson County.

V. Recruitment of Healthcare Providers to the County's Indigent Health Care Program

The Health District will recruit specialty and primary care providers based on the indigent health care population's needs. The Health District will provide a list of providers, organized by specialty and need, to the County on an annual basis.

3. Termination

This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice of termination.

4. Notices

The Parties designate the following persons for receipt of notice:

If to Williamson County:

Name: Hon. Bill Gravell, Williamson County Judge

Address: 710 Main St.
Georgetown, Texas 78626

If to City of Health District:

Name: Caroline Hilbert, MD MPH, 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 notice and identifying his/her name, title, address for notice, and phone number.

5. Miscellaneous

5.1 Immunity Preserved. Nothing in this Agreement will be deemed to constitute a waiver of the governmental immunity or powers of the Health District, the County, the Williamson County Commissioners Court, or the Williamson County Judge.

a.

5.2 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.

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

5.4 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.

5.5 Non-Appropriation and Fiscal Year 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 the Party's fiscal year if the governing body of the Party does not appropriate sufficient funds as determined by the Party's budget for the fiscal year in question. A Party may effect such termination by

giving the other Party written notice of termination at the end of its then-current fiscal year.

- 5.6 Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.
- 5.7 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.
- 5.8 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.
- 5.9 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.
- 5.10 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.
- 5.11 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.
- 5.12 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.
- 5.13 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.
- 5.14 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.

5.15 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.

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

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

AGREED AND APPROVED;

WILLIAMSON COUNTY

By: 
Bill Gravell (Nov 22, 2022 11:30 CST)

County Judge

Date: 11/22/2022

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

By: 
Authorized Representative

Date: 11/10/2022