

STATE OF TEXAS)
)
[REDACTED])

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into on the last listed approved date below between the [REDACTED] [REDACTED] and the [REDACTED] [REDACTED] by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the [REDACTED] and the [REDACTED] are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the [REDACTED] has both a Department of Public Health and a Department of Environmental Services; and

WHEREAS, this Agreement for interlocal cooperation for the [REDACTED] to provide certain public health and environmental services to the [REDACTED] is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, the [REDACTED] desires to have the [REDACTED] appointed health authority serve as the [REDACTED] health authority; and

WHEREAS, the [REDACTED] will make available and/or transfer to the [REDACTED] [REDACTED] certain information, in conjunction with goods or services that are being provided by the [REDACTED] to the [REDACTED] which is confidential and must be afforded special treatment and protection; and

WHEREAS, the [REDACTED] will also have access to and/or receive from the [REDACTED] [REDACTED] certain information that can be used or disclosed only in accordance with this Agreement, the Texas Medical Records Privacy Act and the HHS Privacy Regulations; and

WHEREAS, the [REDACTED] will include the [REDACTED] in public health research projects, to examine health conditions in the [REDACTED] when funded by the State of Texas or the federal government and when research protocols are indicated for areas beyond the urban borders of the [REDACTED]

[REDACTED]

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, the [REDACTED] and the [REDACTED] mutually agree as follows:

1. **SCOPE OF SERVICES.**

1.1 The [REDACTED] shall perform the following public health related services by and through its Department of Public Health under the terms and conditions hereinafter stated, and the [REDACTED] hereby accepts and agrees to the following terms and conditions:

1.1.1 The [REDACTED] will issue permits and provide inspection services of food establishments at a frequency and in accordance with recommended protocols as established by the Texas Department of State Health Services (DSHS). The [REDACTED] will provide enforcement of applicable State laws and regulations as appropriate to help reduce the risk of food borne illnesses in said establishments. Appropriate and customary fees will be charged to the establishments, as permitted by law.

1.1.1.1 The [REDACTED] will provide food handler and food manager training in accordance with the Texas Food Establishment Rules found at 25 TAC 228.

1.1.2 The [REDACTED] [REDACTED] [REDACTED] [REDACTED] will provide public health related complaint investigation/enforcement services as determined to be appropriate by [REDACTED] [REDACTED] staff for those conditions that violate the Texas Health and Safety Code and applicable [REDACTED] ordinances.

1.1.3 The [REDACTED] will provide communicable disease investigation services for the purpose of tracking communicable diseases and helping to reduce transmission in accordance with appropriate epidemiological intervention. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.

1.1.4 The [REDACTED] will provide immunization services to residents of the [REDACTED] to include but not be limited to adult, adolescent and childhood immunizations as recommended by the Texas DSHS.

Appropriate and customary fees will be charged to those receiving these services.

- 1.1.5 The [REDACTED] will provide tuberculosis and sexually transmitted disease control services to residents of the [REDACTED]. Services may include testing, treatment and investigation of contacts, as appropriate. Appropriate and customary fees will be charged to those receiving these services.
- 1.1.6 The [REDACTED] will provide Women, Infants and Children (WIC) Nutrition services to residents of the [REDACTED] in accordance with Texas DSHS requirements. Services may include medical health assessment, nutrition, breast-feeding promotion, social service referral, and food benefit issuances, as appropriate.
- 1.1.7 The [REDACTED] will provide pediatric dental services to residents living in the [REDACTED] in accordance with Texas Title V requirements and in accordance with Texas Medicaid waiver guidelines. Services may be provided in the Department of Public Health's licensed dental facility in the [REDACTED] or by use of the [REDACTED] Mobile Dental clinic beyond the [REDACTED] limits.
- 1.1.8 The [REDACTED] will provide informational programs including but not limited to injury prevention, asthma, diabetes, abstinence, maturation/puberty, and tobacco use prevention. These services are generally provided to the [REDACTED] residents at local school facilities through the [REDACTED] Health Education Program.
- 1.1.9 The [REDACTED] will provide Family Planning Services to qualified individuals in accordance with US Health and Human Services/Office of Population Affairs Title X, which encompasses reproductive and sexual wellness education; infertility counseling; basic wellness checks; breast exam, annual pelvic exam, Pap smear, and pregnancy testing for women; hormonal and barrier birth control methods; testing and treatment for Sexually Transmitted Infections (STIs); HIV testing and linkage to care, referral to vasectomy services for men; Pre-Exposure Prophylaxis (PrEP)

HIV prevention; Hepatitis C (HCV) testing and linkage to care; referral to primary care and diagnostics; and patient navigation/social services. These clinical and social services are provided through a sliding fee scale at the [REDACTED] of Public Health Main Campus. Services will not be denied based on the client's inability to pay.

1.1.10 [REDACTED] provide Family Planning community health education in accordance with US Health and Humans Services/Office of Population Affairs Title X, which encompasses, but not limited to, human anatomy, reproductive health, birth control, prevention and treatment of STIs, effective communication and coercion avoidance for adults and youth. Family Planning community health education may be provided at various pre-determined safe community locations upon request.

1.2 The [REDACTED] shall perform the following environmental services by and through its Department of Environmental Services under the terms and conditions hereinafter stated, and the [REDACTED] hereby accepts and agrees to the following terms and conditions:

1.2.1 The [REDACTED] will provide mosquito control services, including but not limited to, collecting and identifying mosquito species, larviciding, adulticiding, providing enforcement of violations that create mosquito harborage as appropriate, tracking of vector-borne disease, and educating the public regarding disease prevention strategies. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.

1.2.2 The [REDACTED] will include the jurisdictional areas of the [REDACTED] within its programs and services for the purpose of the enhancement of the air quality, to include but not be limited to, routine ambient air monitoring, analysis of gasoline samples to ensure compliance with oxygen content, and investigation and enforcement of air related nuisances and other requirements as set forth by the Texas Commission on Environmental Quality and/or the United States Environmental Protection Agency as appropriate.

- 1.3 The [REDACTED] agrees that in accordance with the provisions of any and all grants from federal and state agencies that are awarded on a [REDACTED] wide basis, the [REDACTED] will provide services in the jurisdictional areas of the [REDACTED] as required under these grant provisions. Provided, however, nothing in this Agreement shall obligate the [REDACTED] to perform services if the grant funds relating to a particular grant are not currently being paid to the [REDACTED] and, in any such instances, the Director of the [REDACTED] Department of Public Health or the Director of the [REDACTED] Department of Environmental Services shall give written notice to the [REDACTED] that the [REDACTED] is not providing the particular services for the reason that it has not received funding under the applicable grant. The [REDACTED] will provide written notice to the [REDACTED] of grant funding which becomes discontinued or terminated, and any election by the [REDACTED] not to seek the renewal of grants existing at the effective date of this Agreement.
- 1.4 To the extent allowed by law, the [REDACTED] agrees to pass all ordinances and resolutions necessary to give the [REDACTED] and [REDACTED] personnel jurisdiction to provide public health and environmental service functions in the [REDACTED] pursuant to the terms of this Agreement, if any, where the providing of public health and other services is authorized by law, and including the power to issue citations for violations of any ordinances pertaining to the protection of the public health and that pertain to services the [REDACTED] agrees to render in accordance with the terms of this Agreement.
- 1.5 The [REDACTED] agrees that it will file citations, complaints and violations occurring within the territorial limits of the [REDACTED] through the [REDACTED] Municipal Court. It is agreed that the appropriate personnel from the [REDACTED] will be administratively directed to be present at such times as court sessions are set and cases involving the [REDACTED] are on the court's docket, without the necessity for the issuance of a subpoena. The [REDACTED] Municipal Court will provide reasonable notice of any case settings to the [REDACTED]

- 1.6 The [REDACTED] will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the [REDACTED] and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.
- 1.7 Nothing within the terms of this Agreement shall require the [REDACTED] to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.
- 1.8 The [REDACTED] agrees that it will keep accurate records of all services provided to the [REDACTED] pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to [REDACTED] officials, as requested. However, the [REDACTED] will not be required to furnish copies of any reports that are maintained on the [REDACTED] website and available to the [REDACTED] from the website.
- 1.9 On or before July 31, 2022 the [REDACTED] shall provide to the [REDACTED] an initial projection based on the [REDACTED] Manager's filed proposed budget of [REDACTED] potential costs for a new Interlocal Agreement that, if agreed upon, would be effective September 1, 2022. The provision of this initial projection of potential costs will be used solely for the purposes of facilitating the budgeting process for the [REDACTED] for its FY2023 budget.
- 1.10 It is understood and agreed to between the parties that any portion of this Agreement providing for the delivery of public health and environmental services for which the [REDACTED] does not grant legal authority shall be null and void and of no force and effect, and the [REDACTED] shall not be obligated to provide those services.

2. **LOCATION OF PERFORMANCE.** The place where most services are to be performed is in the [REDACTED] Texas (jurisdictional areas of the [REDACTED] Certain health services involving medical testing, treatment and laboratory analysis shall be performed at [REDACTED] Department of Public Health locations within the [REDACTED]

3. **APPOINTMENT OF HEALTH AUTHORITY.** The Parties agree that the individual appointed to serve as health authority for the [REDACTED] will serve as the health authority for the [REDACTED] in accordance with Section 121.028(c), Texas Health and Safety Code.

4. **TIMES OF PERFORMANCE.** The [REDACTED] shall commence the provision of its services on the 1st day of September 2021, and shall terminate on the 31st day of August 2022, regardless of the date of execution of this Agreement.

4.1 In the event of a public health or environmental emergency, such as, but not limited to, a disaster declaration of the [REDACTED] requiring, as a result of the emergency, specific health and environmental services from the [REDACTED] after August 31, 2022, and prior to the signing of a subsequent Interlocal for health and environmental services between the parties to this Agreement, the required services shall be provided by the [REDACTED] to the [REDACTED] at the rate described in the present Agreement, and the [REDACTED] shall pay for said services at said rate within thirty (30) days of receipt of an invoice from the [REDACTED] for said services.

5. **COMPENSATION.**

5.1 The [REDACTED] agrees to pay the amount not to exceed ONE HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED FORTY-TWO DOLLARS AND NO/100 (\$174,542.00) for services rendered in accordance with this Agreement, excluding the services described in Section 4.1. Payments shall be made in equal quarterly installments, each in the amount of FORTY-THREE THOUSAND SIX HUNDRED THIRTY-FIVE DOLLARS AND 50/100 (\$43,635.50) with the first payment becoming due and payable on the 1st day of September 2021 or within 10 days after the date that the [REDACTED] signs this Agreement, whichever is later. The quarterly installment described in this Section 5.1 does not include the services described in Section 4.1. The Cost Models attached hereto as Appendix A and Appendix B identify the total cost of services offered by the [REDACTED] to the [REDACTED] pursuant to this Agreement.

5.2 The Parties acknowledge that the funds paid by the [REDACTED] pursuant to Section 5.1 above may not be sufficient in the event of an unexpected occurrence such as an outbreak, epidemic (i.e. Zika, cholera), or intervention of emerging or new diseases or public health threats (chemical or biological) in the jurisdictional areas of the [REDACTED]. The [REDACTED] shall name a person to serve

as a point of contact to discuss these types of threats, their intervention, and any additional costs that the [REDACTED] [REDACTED] will need to pay to defray the resulting expenses. Such contact person shall be designated and disclosed to the Director of the Department of Public Health and the Director of the Department of Environmental Services as of the signing of this Agreement, as applicable.

6. **PAYMENTS PURSUANT TO THIS AGREEMENT.** Payments submitted under this Agreement shall be made payable to the [REDACTED] [REDACTED]

[REDACTED] [REDACTED] In addition to the compensation provided for herein, the [REDACTED] shall receive all proceeds received from inspection and permit fees collected in the [REDACTED] [REDACTED] Such fees, when set or revised by the [REDACTED] [REDACTED] and to the extent allowed by law, shall

be set in the same amounts as the fees for the identical services or charges as made by the [REDACTED]

[REDACTED] All fees that the [REDACTED] [REDACTED] collects for this purpose shall be paid to the [REDACTED] [REDACTED] on a quarterly basis, within 30 days of the conclusion of the quarter. The [REDACTED]

[REDACTED] shall also provide the [REDACTED] with a report indicating the amount of fees collected and the time period associated with such collection. In event that the [REDACTED] [REDACTED] accrues an arrearage on payment, the [REDACTED] Comptroller or any collection agency retained by the [REDACTED] to collect delinquent accounts may add a collection fee of 21% to the account receivable if owing to the [REDACTED] for more than 60 days, pursuant to [REDACTED].

7. **LAW GOVERNING CONTRACT.** The governing law for this Agreement shall be the laws of the State of Texas. The venue shall be in [REDACTED] County, Texas.

7.1 *Authority of the [REDACTED]* The [REDACTED] [REDACTED] expressly agrees that the [REDACTED] shall have authority to enforce all laws and ordinances applicable to those public health and environmental services covered in this agreement, within the incorporated [REDACTED] limits of the [REDACTED] [REDACTED] Texas. The [REDACTED] [REDACTED] further agrees that, in the absence of any conflicting [REDACTED] ordinance, the [REDACTED] [REDACTED] shall have authority to enforce the laws of the State of Texas and the [REDACTED] [REDACTED] applicable to those public health and environmental services covered in this agreement, within the incorporated [REDACTED] limits of the [REDACTED] [REDACTED] Texas. The [REDACTED] [REDACTED] shall provide certified copies of all the [REDACTED] [REDACTED] [REDACTED] Texas Ordinances affecting public health and environmental regulation upon execution of this Agreement and as requested by the [REDACTED]

and to provide copies of all such newly adopted or amended ordinance within 10 days after adoption or amendment. Copies of such ordinances shall be sent to the Director of the [REDACTED] Department of Public Health and to the Director of the [REDACTED] Department of Environmental Services, as applicable.

- 7.2 *Privileges and Immunities.* All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the [REDACTED] when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.
- 7.3 *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the [REDACTED] is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the [REDACTED] which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.
- 7.4 *Exclusion of Incidental and Consequential Damages.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE [REDACTED] WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
- 7.5 *Intentional Risk Allocation.* Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions

associated with the Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.

8. **HHS PRIVACY REGULATIONS.** The Health Insurance Portability and Accountability Act (HIPAA) *Standards for Privacy of Individually Identifiable Health Information* (Privacy Rule). See 45 CFR Part 160 and Subparts A and E of Part 164, requires that the [REDACTED] offer assurances to the [REDACTED] [REDACTED] that the [REDACTED] will safeguard any protected health information received or created on behalf of the [REDACTED] [REDACTED]. Pursuant to this requirement, the parties further agree to the terms and conditions of the standard HIPAA Business Associate Agreement set forth in Appendix C and incorporated herein as if fully set forth.

The [REDACTED] [REDACTED] continues its authorization for the [REDACTED] to possess and maintain any protected health information received or created on behalf of the [REDACTED] [REDACTED] and previously possessed or maintained by the [REDACTED] [REDACTED] [REDACTED] Health and Environmental District, in accordance with the terms of the standard Business Associate Agreement set forth in Appendix C.

9. **TERMINATION.** This Agreement may be terminated in whole or in part by either party upon sixty days written notice to the other party at the following addresses, or at a new address as provided in writing to the nonmoving party by a party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

[REDACTED]	[REDACTED]
	Attn: [REDACTED] [REDACTED]
	[REDACTED]
	[REDACTED] [REDACTED]
[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]

All payments by the [REDACTED] [REDACTED] under this Agreement are payable only out of current [REDACTED] [REDACTED] revenues. In the event that funds relating to this Agreement do not become available, such as by [REDACTED] [REDACTED] Council not appropriating the funds, the [REDACTED] [REDACTED] shall have no future obligation to pay or perform any future services related herein to the [REDACTED] of [REDACTED]

██████████ for the ██████████ ██████████ fiscal year during which time such funding is not available or appropriated; however, all services that have been provided by the ██████████ shall be paid in accordance with Sections 5 and 6 of this Agreement. Should the ██████████ ██████████ experience a funding unavailability related to the services described in this Agreement, the ██████████ ██████████ shall immediately provide written notification to the ██████████ of such case and either party may choose to terminate the Agreement subject to this Section 9. In the event that the ██████████ ██████████ notifies the ██████████ that the ██████████ ██████████ is experiencing a funding unavailability related to this Agreement, the ██████████ shall immediately cease providing the services described in this Agreement to the ██████████ ██████████ except as required by related grant funding requirements to which the ██████████ must adhere.

10. **INDEPENDENT CONTRACTORS.** The ██████████ and ██████████ ██████████ are independent legal entities. Except to the extent required by section 437.009 of the Health and Safety Code, nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the ██████████ ██████████ nor ██████████ ██████████ ██████████ nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

13. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

14. **HEADINGS.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

15. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto. The parties reserve the right to amend this Agreement in the event either party should experience an unforeseen, significant impact to their respective budget allocated for the services addressed in this Agreement.

(Signature pages follow)

STATE OF TEXAS)
)
COUNTY OF [REDACTED])

INTERLOCAL AGREEMENT

Signature page for the [REDACTED] Interlocal Agreement between the
[REDACTED] and the [REDACTED] [REDACTED]

APPROVED this ____ day of _____, 2021.

[REDACTED]

[REDACTED]
[REDACTED]

ATTEST:

[REDACTED]
[REDACTED] Clerk

APPROVED AS TO FORM:

[REDACTED]

[REDACTED]
Assistant [REDACTED] Attorney
[REDACTED]

[REDACTED]
Assistant [REDACTED] Attorney

APPROVED AS TO CONTENT:

[REDACTED]
Department of Public Health
[REDACTED]

[REDACTED] [REDACTED]
Environmental Services Department

(Signatures continue on the following page)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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