



November 5, 2004

Frank Salvato, City Manager
City of Taylor
P.O. Box 810
Taylor, TX 76574

Dear Mr. Salvato:

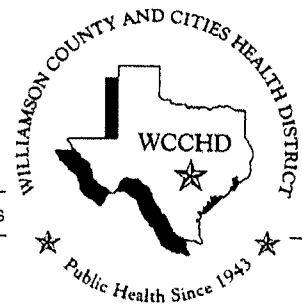
The Health District Cooperative Agreement among the cities of Taylor, Georgetown, Round Rock, and Cedar Park and the Williamson County Commissioners' Court was last revised in October 1992. The Board of Health has proposed some revisions in this document to clarify certain items, to be fully compliant with Chapter 121 of the Texas Health and Safety Code, and to enhance the functioning of the Health District. The Williamson County Commissioners' Court considered and approved the revised Agreement at their meeting on November 2, 2004.

Included in this mailing are the Agreement that is currently in place (approved 1992), the proposed revised Agreement, and an explanation of the changes proposed for each section. Also enclosed is a brief history of the creation of the Health District by these five governmental entities. I have also enclosed a copy of the Health District's most recent Annual Report and a brochure that describes the services that the Health District provides to your community. Angela Tietz, the City of Taylor's representative on the Board of Health, Dale Rye from the County Attorney's office, and I would like to meet with the City Council members during one of their work sessions to discuss the proposed revisions with them and answer any of their questions prior to this being an addenda item for vote at a Council meeting. We would also be happy to meet with you individually if you would like.

I will contact you in a few days to see if we can schedule a meeting. Please feel free to contact me in the meantime. Thank you and the City of Taylor for your continuing support of *your public health department*.

In good health,

Karen Wilson, RN, MN, MPH
Director



October 2004

History of the Williamson County & Cities Health District (WCCHD) Cooperative Agreement

The Health District has been providing public health services to the residents of Williamson County since 1943. The organization was originally called the Williamson County Health Department. During most of its history, funding support has been provided by Williamson County and several cities as well as grants and fees for services.

In 1989, the Texas Legislature enacted Chapter 121 of the Health and Safety Code. Named The Local Public Health Reorganization Act, Chapter 121 defines Public Health Districts and Public Health Departments. Basically, a Public Health Department is a department of County or Municipal government and a Public Health District is created by Cooperative Agreement between or among two or more governmental entities for the purpose of providing public health services. In late 1989, Williamson County and the cities of Cedar Park, Georgetown, Round Rock, and Taylor executed a Cooperative Agreement to reorganize the Williamson County Health Department as the Williamson County & Cities Health District (WCCHD). The Cooperative Agreement established the Williamson County Board of Health as the administrative body over WCCHD with the County appointing two members to the Board of Health and each city appointing one member to staggered three year terms.

The Cooperative Agreement was last revised October 1992. At this time, the Board of Health is proposing some revisions in this document for clarification of certain items, to be fully compliant with Chapter 121 of the Texas Health and Safety Code, and to enhance the functioning of the Health District.



October 26, 2004

Background Information:

The Cooperative Agreement forming the Williamson County & Cities Health District was initially approved by the member governments (Williamson County and the Cities of Cedar Park, Georgetown, Round Rock, and Taylor) in 1989 and revised in 1992. The Board of Health has reviewed the document approved by the member governments in 1992 and has determined that additional revisions are needed at this time. Revisions are proposed in the following numbered sections of the draft document:

Section 2. Reference to the number of voting members was deleted to enable the addition of new member governments without having to first revise the Agreement. Two additional requirements for appointment of Board members that are stated in Chapter 121, Local Public Health Reorganization Act, were added to the Agreement (3 year residency requirement and the requirement that Board members serve without compensation).

Section 3. Language was added to clarify how member governments may fill unexpired terms on the Board and to clarify that the number of consecutive terms that may be served is at the discretion of the member government.

Section 4. Language was added to clarify that a quorum is determined by the number of "voting" members. Reference to compliance with the Competitive Bid Statutes was removed from this section and language relating to sound financial management was added to section 14. The Board's option of developing By-Laws was added to this section.

Section 5. Language was added clarifying that the Health Authority must be a physician licensed in the state of Texas as is required by statute, Chapter 121 of the Health and Safety Code. Language was added directing the Board to appoint the Health Authority as an officer of the Health District. Chapters 101, 102, and 108 of the Civil Practice & Remedies Code identifies appointed officers as "employees" and "public servants" for the purpose of limitation of liability and tort claims payments by local governments.

Section 6. Language was added regarding the Board appointing physicians as officers of the Health District to serve in the capacity of medical Directors. See Section 5 for reference to Chapters 101, 102, and 108 of the Civil Practice & Remedies Code.

Section 7. Language was added giving the Board authority to terminate the employment of the Director at any time for cause and not just at the time of the annual evaluation as currently stated.

Section 8. This section was totally revised and no longer identifies specific public health programs to be provided, but rather states that the Board and Director will make that determination based on needs assessments and the availability of resources. This allows more flexibility without the need to revise the Agreement when there are changes. Language was added to specify that the Health District may provide additional services to member governments and other entities by contract and may also sub-contract the provision of public health services to other entities if approved by the Board.

Section 9. Language was added to clarify that the Health District participates with the State public health agency in the provision of public health services.

Section 10. Language was revised to state that the Health District may set and collect fees for health services and not just nursing services and environmental services. A statement was added to clarify that environmental services fees are voted by the governing bodies of Home Rule cities since they may exceed the fee caps placed on counties by the State Legislature. Language was revised to clarify that while non-member cities may set environmental services fees at their discretion, the Health District must agree that the fees they set are adequate for the Health District to perform the services.

Section 11. This new section states that, in accordance with Chapters 101, 102, and 108 of the Civil Practice and Remedies Code, the Board may indemnify Board members, officers, employees, and other public servants serving the Health District. Under the terms of indemnification, the Health District will pay, or cause to be paid through insurance coverage, actual damages, court costs, and attorney fees awarded under and limited by the aforementioned Chapters if the indemnified person(s) was acting in the course and scope of his/her duties for the Health District. Coverage is not provided in the case of official misconduct, a willful or wrongful act or omission, or gross negligence. This section further states that the member governments agree to pay the above mentioned costs as requested by the Board under the limits of Chapters 101, 102, and 108 and according to the provisions of Section 13C.

Section 12. This new section states that member governments will provide legal services to the Health District or help identify appropriate outside legal assistance unless there exists a conflict of interest. This section further states that the member governments agree to pay the above mentioned costs as requested by the Board according to the provisions of Section 13C.

Section 13. Language is added from Chapter 121, The Local Public Health Reorganization Act, to emphasize that members of a public health district are responsible to pay the costs necessary to operate the Health District. Item C is added and states that the Health District will request assistance from the member governments in paying for legal services not provided by the member governments if the cost of legal services and/or judgments exceed the Health District's ability to pay. In those cases, member governments will pay on a per capita basis for legal services and judgments under the provisions and limitations of local governments as specified in Chapters 101, 102, and 108 of the Civil Practice and Remedies Code. The per capita contribution of the member cities shall be based on their current population, while the contribution of the county shall be based on its total current population less the population of the member cities; in the absence of an agreement by the parties to use some other data source, current population shall be as most recently estimated by the Capital Area Planning Council.

Section 14. Language is added to require the Health District to adopt sound financial management policies and procedures and to comply with requirements of funding entities. Reference to the Uniform Grant and Contract Management Act of 1981 was removed as not all funding entities follow this Act.

Section 17. References to Texas Vernon's Civil Statutes and HB 2125 were removed as these provisions have been codified in Chapter 121 of the Health and Safety Code. Reference is made to Chapter 121 in this section.

Section 21. Language was revised regarding the addition of new members. Chapter 121 requires that the governing bodies of member governments vote to include new members.

**WILLIAMSON COUNTY & CITIES HEALTH DISTRICT
COOPERATIVE AGREEMENT**

WHEREAS, Chapter 121 of the Texas Health and Safety Code, **THE LOCAL PUBLIC HEALTH REORGANIZATION ACT**, authorizes the establishment of public health districts within and among counties, cities and other governmental entities for the purpose of providing and furnishing public health programs; and,

WHEREAS, Williamson County, Texas, and the Cities of Cedar Park, Georgetown, Round Rock, and Taylor formed the **WILLIAMSON COUNTY & CITIES HEALTH DISTRICT** in 1989 and revised the **AGREEMENT** in 1992; and,

WHEREAS, parties to this agreement desire a coordinated public health program throughout Williamson County,

THEREFORE, for and in consideration of mutual promises, covenants and other invaluable considerations, various units of government, acting by and through their duly authorized governing bodies, herein collectively referred to as "member governments" do hereby revise the **AGREEMENT** that forms the **WILLIAMSON COUNTY & CITIES HEALTH DISTRICT** in accordance with the following:

1. The parties agree to create the **WILLIAMSON COUNTY & CITIES HEALTH DISTRICT** (hereinafter the **DISTRICT**). The **DISTRICT** shall be under the direction and supervision of the **WILLIAMSON COUNTY BOARD OF HEALTH** (hereinafter the **BOARD**) which shall be an administrative public health board and shall have the authority to adopt substantive and procedural rules which are necessary and appropriate to promote and preserve the health and safety of the public within its jurisdiction; provided that no rule adopted shall be in conflict with the laws of the State of Texas.
2. The **BOARD** shall consist of voting members and the Director of the **DISTRICT**, who shall serve as an ex-officio non-voting member of the **BOARD**. Two members of the **BOARD** shall be appointed by the Williamson County Commissioners' Court. One member each shall be appointed by the governing bodies of the cities and other governmental entities participating in the **DISTRICT**. **BOARD** appointees may be any citizen who has resided at least three (3) years in the jurisdiction covered by the **DISTRICT** except: 1) elected officials of the appointing member governments or their immediate families, or 2) employees of the **DISTRICT** or the appointing member governments or their immediate families. **BOARD** members serve without compensation.
3. All members of the **BOARD** shall be appointed for a three-year term. Reappointments to the **BOARD** will be staggered so that only one-third of the **BOARD** is up for reappointment in any one year. A member may be removed from the **BOARD** for neglect of duty, malfeasance, or unbecoming behavior by majority vote of the ruling body of the member government originally making the appointment. All vacancies

caused by death, resignation or removal of a member shall be filled for the unexpired portion of the term by the appointing bodies as above prescribed. If the unexpired portion of the term is less than 12 months, the member government may, at their discretion, appoint a representative for the unexpired portion of the term plus a complete three-year term. The number of consecutive terms that may be served is at the discretion of each member government.

4. The **BOARD** may perform all public health functions which any of its component members is authorized to perform, or which the Administrative **BOARD** is allowed to perform under State Statutes. Each year the **BOARD** shall select a chairperson, vice-chairperson, and a secretary from among its members. A majority of the voting members shall constitute a quorum for the transaction of business. The **BOARD** shall meet at least quarterly on a date fixed by the **BOARD** and shall hold such meetings as may be called by the chairperson or by the majority of the **BOARD**. The **BOARD** shall conduct an annual evaluation of the performance of the **Director**. The **BOARD** shall comply with the Open Meetings Act. The **BOARD** may develop By-Laws that will guide its functioning.
5. The Director shall be the Chief Executive Officer of the **DISTRICT** and shall manage the day-to-day operations of the **DISTRICT**. If the Director is a physician licensed in the state of Texas, he or she will also serve as the County Health Authority. A Health Authority has certain duties prescribed by State Law that are necessary to implement and enforce to protect public health. The County Health Authority shall aid the **BOARD** in all matters of local quarantine, disease prevention and suppression, sanitation inspection and control of contagious, infectious, and epidemic diseases within the **DISTRICT'S** jurisdiction. If the Director is not a physician, the **BOARD** shall appoint a local physician licensed in the state of Texas as an officer of the **DISTRICT** to serve as the County Health Authority. If no local physician can be found who is willing to so serve, then the designated Medical Director of the Department of State Health Services or its successor or his/her designee shall serve as the County Health Authority.
6. The **BOARD** may appoint physicians as officers of the **DISTRICT** as indicated to serve as designated Medical Directors.
7. If, during the annual evaluation of the Director or at any other time, two-thirds of the entire **BOARD** judge the Director to be guilty of neglect of duty, malfeasance, or unbecoming behavior, the Director's employment may be terminated immediately. The exact terms of the termination shall be determined at the time by a majority vote of the **BOARD**. In the event of death, resignation, or removal from office, the **BOARD** shall select a new Director.
8. The **BOARD** and Director shall determine which public health programs will be provided by the **DISTRICT** based on needs assessment and the availability of resources. The **BOARD** and Director will assure that service delivery is of high quality. Member governments and other government entities, as well as private institutions both within and without Williamson County, may contract with the

DISTRICT to provide additional public health services upon approval of the **BOARD**. The **DISTRICT** may contract with other entities for the provision of public health services with approval of the **BOARD**.

9. The **DISTRICT** is affiliated with the Department of State Health Services or its successor in order to facilitate the exchange of information and the coordination of public health services.
10. The member governments agree that the **DISTRICT** shall have the authority to set and collect fees for health services and for the issuance of health and sanitation-related licenses and permits as authorized by law. Representatives of the **DISTRICT** shall also have authority to conduct health and sanitation inspections for member governments, for non-member governments that enter into an interlocal agreement, or as authorized by law. Any fees so set or collected must not exceed any state caps and must be approved in advance by a majority of the members of the **BOARD** except that city members of the **DISTRICT** and non-member cities that have signed an Interlocal Agreement with the **DISTRICT** may set fees at their discretion after the **DISTRICT** agrees that the fees they propose are adequate for the **DISTRICT** to perform the services. Where the **DISTRICT** requires a permit, the member governments agree not to require their own Health or Sanitation Permits.
11. The **BOARD** may vote by simple majority to indemnify certain **BOARD** members, officers, employees, and other public servants serving the **DISTRICT** in accordance with the provisions and limitations of Chapters 101, 102 and 108 of the Texas Civil Practice and Remedies Code. In accordance with indemnification, the **DISTRICT** will pay, or cause to be paid through insurance coverage, actual damages, court costs, and attorney fees awarded under and limited by Chapters 101, 102 and 108 of the Civil Practice and Remedies Code, if the damages result from an act or omission or for negligence of indemnified persons in the course and scope of his/her duties serving the **DISTRICT**. If a judgment is levied against the **DISTRICT**, employee(s), or public servant(s) as defined by Chapters 101, 102, or 108 of the Civil Practice & Remedies Code, the member governments agree to pay those costs, under the limits of those Chapters, as requested by the **BOARD** and according to the provisions of section #13C of this **AGREEMENT**.

In accordance with indemnification, and in accordance with Chapters 101, 102 and 108 of the Civil Practice and Remedies Code, the **DISTRICT** will not pay actual damages, punitive damages, court costs, or attorney fees awarded against indemnified persons if the awards arise from a cause of action for official misconduct or arise from a cause of action involving a willful or wrongful act or omission or an act or omission constituting gross negligence.

12. The member governments agree that they will provide legal services to the **DISTRICT** within the scope of their expertise and if there is no conflict of interest. The Williamson County Attorney's office will advise and represent the **DISTRICT** on matters with **DISTRICT**-wide implications. Other member governments will advise

and represent the **DISTRICT** on matters that involve their jurisdiction only. The County Attorney's office and legal departments of the other member governments will resolve any issues regarding responsibility for representation. If the County Attorney's office and legal departments of the other member governments determine that the **DISTRICT** should retain outside legal assistance, the primary involved legal department will consult with the **DISTRICT** to determine which outside legal staff to retain unless there is a conflict of interest. The member governments agree to pay the costs of outside legal assistance as requested by the **BOARD** and according to the provisions of section #13C of this **AGREEMENT**.

13. As per Chapter 121 of the Texas Health and Safety Code, **THE LOCAL PUBLIC HEALTH REORGANIZATION ACT**, the members of a public health district shall pay the costs necessary to operate the **DISTRICT**. The **DISTRICT** derives its budget from four principal sources: 1) contributions from the member governments, 2) Department of State Health Services or its successor contracts, 3) the collection of client fees and other reimbursements for service, and 4) other governmental and private grants, contracts, and contributions.
- A. The **BOARD** and Director will maximize funding from all available sources, including governmental and private grants, prior to requesting funding from member governments.
 - B. The **BOARD** shall annually request funding from member governments. Member governments will meet the **BOARD'S** request whenever possible however, the amount of contributions from each member government shall be determined by the ruling of each member government.
 - C. If the **DISTRICT** must contract for legal services not provided by the member governments and/or if a judgment is owed based on indemnification as described above in sections #11 and #12, and the cost of legal services and/or judgments exceeds the **DISTRICT'S** ability to pay, member governments agree to pay a per capita portion of the legal fees and/or judgment according to the provisions and limitations of Chapters 101, 102 and 108 of the Civil Practice and Remedies Code. The per capita contribution of the member cities shall be based on their current population, while the contribution of the county shall be based on its total current population less the population of the member cities; in the absence of an agreement by the parties to use some other data source, current population shall be as most recently estimated by the Capital Area Planning Council.
 - D. The State's participation will be determined by contracts negotiated annually between the **BOARD** and the Department of State Health Services or its successor.
 - E. Fees will be collected as a result of the delivery of **DISTRICT** services as approved by the **BOARD**.
 - F. Because fee collection may vary considerably due to economic conditions and reimbursement from grants or other funding sources may be delayed,

the **DISTRICT** shall maintain sufficient cash reserves to prevent untimely disruptions in services or loss of key personnel

14. The **DISTRICT** shall maintain its own bank accounts for the collection and deposit of all fees and contributions and for the payments for of all operating expenses. The **BOARD** shall require that an independent audit of the **DISTRICT'S** financial records be made annually. The annual audit shall be available for public inspection during all normal business hours. The **DISTRICT** shall adopt sound financial management policies and procedures and shall comply with requirements of funding entities.
15. The **DISTRICT'S** employees shall be eligible to participate in any group health insurance, workers' compensation program, and retirement system made available by any member government for its employees. The **BOARD** shall annually select the member government's program in which the **DISTRICT'S** employees will be included. This selection must be made prior to when the selected member government makes its decision as to which group health policy to purchase.
16. The **BOARD** may in some years grant a cost of living increase to each **DISTRICT** employee, except that the size of the increase shall not exceed the increase granted by the County Commissioners to each county employee for that fiscal year. **DISTRICT** employees will not be granted an automatic pay raise based on longevity. Instead, the **BOARD** may, as resources permit, authorize the Director to grant merit increases based on job performance and/or promotion in job responsibility.
17. The provisions of Chapter 121 of the Texas Health and Safety Code, shall be applicable to the **DISTRICT**. In the event of a conflict between Chapter 121 and this Agreement, Chapter 121 shall control.
18. A member government may withdraw from this **AGREEMENT**. The withdrawal shall become effective at the end of the current **DISTRICT** fiscal year after the withdrawing member government has given written notice of its decision to withdraw to the **BOARD**. Such termination shall not relieve such member government of any obligation incurred by such member government prior to termination.
19. Modification of the Agreement shall be in writing and effective upon approval by a majority of the member governments.
20. This **AGREEMENT** shall remain in effect indefinitely unless modified or cancelled by a majority of the members.
21. New member governments may become parties to this **AGREEMENT** by applying for membership in writing, with approval of the application by a majority of the governing body of each member government, and by accepting in writing all of the terms and provisions of the **AGREEMENT**.
22. This Agreement constitutes the entire **AGREEMENT**, and supersedes all prior agreements between the parties.

23. This **AGREEMENT** shall become effective (the date inserted will be the last date of approval by a member government)

ATTEST

COUNTY OF WILLIAMSON

County Clerk

County Judge

ATTEST

CITY OF ROUND ROCK

City Secretary

Mayor

ATTEST

CITY OF GEORGETOWN

City Secretary

Mayor

ATTEST

CITY OF TAYLOR

City Clerk

Chairman

ATTEST

CITY OF CEDAR PARK

City Secretary

Mayor

**WILLIAMSON COUNTY & CITIES HEALTH DISTRICT
COOPERATIVE AGREEMENT**

WHEREAS, Article 4436b, Texas Vernon's Civil Statutes, **THE LOCAL PUBLIC HEALTH REORGANIZATION ACT**, authorizes the establishment of health districts within and among counties, cities and other governmental entities for the purpose of providing and furnishing county-wide public health programs; and,

WHEREAS, parties to this agreement desire a coordinated public health program throughout Williamson County,

THEREFORE, for and in consideration of mutual promises, covenants and other invaluable considerations, **THIS AGREEMENT** by and between various units of government, acting by and through their duly authorized governing bodies, herein collectively referred to as "member governments" do hereby create the **WILLIAMSON COUNTY & CITIES HEALTH DISTRICT** in accordance with the following:

1. The parties agree to create the **WILLIAMSON COUNTY & CITIES HEALTH DISTRICT** (hereinafter the **DISTRICT**). The **DISTRICT** shall be under the direction and supervision of the **WILLIAMSON COUNTY BOARD OF HEALTH** (hereinafter the **BOARD**) which shall be an administrative public health board and shall have the authority to adopt substantive and procedural rules which are necessary and appropriate to promote and preserve the health and safety of the public within its jurisdiction; provided that no rule adopted shall be in conflict with the laws of the State of Texas.
2. The **BOARD** shall consist of six (6) voting members and the **DIRECTOR** of the **HEALTH DISTRICT**, who shall serve as an ex-officio non-voting member of the **BOARD**. Two members of the **BOARD** shall be appointed by the Williamson County Commissioners Court. One member each shall be appointed by the Cities of Round Rock, Georgetown, Taylor and Cedar Park. **BOARD** appointees may be any citizen except: 1) elected officials of the appointing member governments or their immediate families, of 2) employees of the appointing member governments or their immediate families.
3. All members of the **BOARD** shall be appointed for a three-year term. Reappointments to the **BOARD** will be staggered so that only one-third of the **BOARD** is up for reappointment in any one year. A member may be removed from the **BOARD** for neglect of duty, malfeasance, or unbecoming behavior by majority vote of the ruling body of the member government originally making the appointment. All vacancies caused by death, resignation or removal of a member shall be filled for the unexpired portion of the term by the appointing bodies as above prescribe.

4. The **BOARD** shall perform all public health functions pertaining to public health which any of its component members is authorized to perform, or which the Administrative **BOARD** is allowed to perform under State Statutes. Each year the **BOARD** shall select a chairperson, vice-chairperson, and a secretary from among its members. A majority of the members shall constitute a quorum for the transaction of business. The **BOARD** shall meet quarterly on a date fixed by the **BOARD** and shall hold such a meetings as may be called by the chairperson or by the majority of the **BOARD**. The **BOARD** shall conduct an annual evaluation of the performance of the **DIRECTOR**. The **BOARD** shall comply with the Open Meetings Act and the Competitive Bid Statues.
5. The **DIRECTOR** shall be the Chief Executive Officer of the **HEALTH DISTRICT** and shall actively manage the day to day operations of the **DISTRICT** staff. If the **DIRECTOR** is a physician, he or she will also serve as the County Health Authority and as the City Health Authority for all member cities, as needed. A Health Authority has certain duties prescribed by State Law which are necessary to implement and enforce to protect the public health. He/she shall aid the **BOARD** in all matters of local quarantine, disease prevention and suppression, sanitation inspection and control of contagious, infectious, and dangerous epidemic diseases within the Health Authority's jurisdiction. If the **DIRECTOR** is not a physician, the **BOARD** shall appoint a local physician to serve as the County Health Authority and as the City Health Authority for all member cities as needed. If no local physician can be found who is willing to so serve, then the Medical Director of TDH Public Health Region 7 shall serve as the County Health Authority and as the City Health Authority for all member cities, as needed.
6. If, during the annual evaluation of the **DIRECTOR**, two-thirds of the entire **BOARD** judge the **DIRECTOR** to be guilty of neglect of duty, malfeasance, or unbecoming behavior, the **DIRECTOR'S** employment is terminated immediately. The exact terms of the termination shall be determined at the time by a majority vote of the **BOARD**. In the event of death, resignation, or removal from office, the **BOARD** shall advertise the vacancy, conduct a search and select a new **DIRECTOR** from among the best applicants.
7. The **BOARD** and **DIRECTOR** shall maintain high quality programs in the following areas:
 - A. **PERSONAL HEALTH SERVICES**
 1. Primary Health Care to the Indigent
 - a. Prenatal clinics for the pregnant
 - b. Child development monitoring up to age 5
 - c. Nutritional education and food supplementation (WIC)
 - d. Referral to private physicians for diagnosis and treatment

2. Infectious Disease Control for the Entire Community
 - a. Contact investigation, treatment, and counseling for sexually transmitted disease and tuberculosis
 - b. Immunizations for vaccine-preventable diseases
 - c. AIDS screening and counseling
 - d. Rabies and post-exposure vaccination and counseling
3. Health Disease, Cancer and Stroke Prevention
 - a. Blood pressure screening and counseling
 - b. Cholesterol screening and counseling
 - c. Health education re: weight loss, exercise, and stress management

B. ENVIRONMENTAL HEALTH SERVICES

1. Food Sanitarian
 - a. Food-handler sanitation training
 - b. Food service and food preparation sanitation surveillance
2. Waste Water Control (solid and hazardous)
3. General Sanitation
4. Epidemiologic Investigations of Water-borne and Food Poisoning Outbreaks

C. INTEGRATED ELIGIBILITY SERVICES

1. Eligibility Determination for Medical Assistance Programs
 - a. County indigent health care program
 - b. Primary health care program
 - c. Women, Infants and Children (WIC) Supplemental Food Program (financial and residential)
 - d. Prenatal clinics
 - e. Presumptive Medicaid for pregnant women
2. Eligibility Screening for Medical Assistance Programs
 - a. Medicaid and Food Stamp programs
 - b. Supplementary Security Income (SSI)
 - c. Chronically Ill and Disabled Childrens Program (CIDC)
 - d. MIHIA (Maternal and Infant Health Improvement ACT)

3. Case Management Services for Pregnant Women and Children
 4. Information and referral Services for County Residents
8. The member governments agree that the **DISTRICT** shall have the authority to set and collect fees for nursing services and for the issuance of health and sanitation-related licenses and permits as authorized by law. Representatives of the **DISTRICT** shall also have authority to conduct health and sanitation inspections for member governments or as authorized by law. However, any fees so set or collected must be approved in advance by a majority of the members of the **BOARD**. Where the **DISTRICT** requires a permit, the member governments agree not to require their own Health or Sanitation Permits.
9. **DISTRICT** is a state-participating local unit of the Texas Department of health and, as such, derives its budget from four principal sources: 1) the member governments, 2) the Texas Department of Health, 3) the collection of Fees, and 4) Grants
 - A. The amount of contributions from each member government shall be determined by the ruling of each member government.
 - B. The State's participation will be determined by contracts negotiated annually between the **BOARD** and the Texas Department of Health.
 - C. Fees will be collected as a result of activities from environmental services and from nursing services. Because it is expected that annual collection will vary considerably due to economic conditions, the **DISTRICT** shall maintain sufficient cash reserves to prevent untimely disruptions in services or loss of highly trained personnel.
 - D. The **DIRECTOR** and the **BOARD** will actively seek to obtain Federal and private grants available in health-related areas.
10. The **DISTRICT** shall maintain its own bank accounts for the collection and deposit of all fees and contributions and for the payments for of all operating expenses. The **BOARD** shall require that an independent audit of the **DISTRICT's** financial records be made annually. The Uniform Grant and Contract Management Act of 1981 (Article 4413(32g), Vernon's Texas Civil Statutes) and standards adopted pursuant to that Act shall control where applicable. The annual audit shall be available for the public inspection during all normal business hours. The **DISTRICT's** employees shall be eligible to participate in any group health insurance, workers' compensation program, and retirement system made available by any member government for its employees. The **BOARD** shall annually select the member government's program in which the **DISTRICT's** employees will be

included. This selection must be made prior to when the selected member government makes its decision as to which group health policy to purchase.

11. Member governments and other government entities, as well as private institutions both within and without Williamson County, may contract for the **HEALTH DISTRICT** to provide Rabies Control Services, Environmental Health Services, Water Pollution Control Services, or upgrading of any appropriate public health or environmental activity.
12. The **BOARD** may in some years grant a cost of living increase to each **DISTRICT** employee, except that the size of the increase shall not exceed the increase granted by the County Commissioners to each county employee for that fiscal year. **DISTRICT** employees will not be granted an automatic pay raise based on longevity. Instead, the **BOARD** may, from time to time, grant a merit increase based on job performance and/or promotion in job responsibility.
13. The provision of Articles 4436b, and 4477-7e, Texas Vernon's Civil Statutes, and House Bill 2125, Texas 70th Legislature Regular Session, shall be applicable to the **DISTRICT**. In the event of a conflict between Article 4436b and this Agreement, Article 4436b shall control.
14. A member government may withdraw from the Agreement. The withdrawal shall become effective at the end of the current fiscal year after the withdrawing member government has given written notice of its decision to withdraw to the **BOARD**. Such termination shall not relieve such member government of any obligation incurred by such member government prior to termination.
15. Modification of the Agreement shall be in writing and effective upon approval by a majority of the member governments.
16. This Agreement shall remain in effect indefinitely unless modified or cancelled by a majority of the members.
17. New member governments may become parties to this Agreement, with the consent of the **BOARD**, by accepting in writing all of the terms and provisions of the Agreement.
18. This Agreement constitutes the entire Agreement, and supersedes all prior agreements between the parties.
19. This Agreement shall become effective October 1, 1992.

ATTEST

County Clerk

COUNTY OF WILLIAMSON

County Judge

ATTEST

City Secretary

CITY OF ROUND ROCK

Mayor

ATTEST

City Secretary

CITY OF GEORGETOWN

Mayor

ATTEST

City Clerk

CITY OF TAYLOR

Chairman

ATTEST

City Secretary

CITY OF CEDAR PARK

Mayor