

**INTERLOCAL AGREEMENT BETWEEN
CITY OF SAN ANGELO AND TOM GREEN COUNTY
FOR USE OF THE CITY OF SAN ANGELO HEALTH CLINIC**

This Interlocal Agreement is entered into, pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.000 *et. seq.*, by and between **Tom Green County**, (hereinafter the "County") and the **City of San Angelo, Texas**, a Texas home rule municipal corporation situated in Tom Green County, Texas, (the "City").

WITNESSETH

WHEREAS, the City operates a health clinic ("Health Clinic") for the benefit of its employees, their dependents and its retirees, and to reduce costs associated with employee health care; and

WHEREAS, the County desires to join with the City in such Health Clinic and to extend services to county employees and their dependents; and

WHEREAS, the City and County (collectively the "Parties"), have determined that it would be in the best interest of both parties for the City and County to share the Health Clinic services and expenses; and

WHEREAS, this Agreement provides for the County to utilize the Health Clinic and share in the expenses associated with such Health Clinic;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1: PURPOSE.

The purpose of this Agreement is to set forth the terms and conditions agreed upon by the Parties in order for the City to provide use of the Health Clinic to the County in consideration of the County paying expenses associated with such use.

ARTICLE 2: TERM.

The term of this Agreement shall commence on October 7, 2008 and shall continue in full force and effect until September 30, 2009. This Agreement may be terminated prior to this date in accordance with the termination provisions contained herein.

ARTICLE 3: OBLIGATIONS OF COUNTY.

The County agrees to:

1. Pay to the City the following:

- a. A flat rate of Five Thousand Dollars (\$5,000.00) per month for each month this Agreement remains in force and effect.
 - b. Forty Five Dollars (\$45.00) per visit to the Health Clinic for each County employee and County dependent.
2. Pay City within thirty (30) days of receipt of invoice in accordance with the Prompt Payment Act.
3. Provide City with an electronic list of eligible County employees and dependents. Such list shall be updated each month and provided to the City by the 15th of each month.
4. Handle any information City shares with County under this Agreement in a manner that insures compliance under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

ARTICLE 4: OBLIGATIONS OF CITY.

The City agrees to:

1. Provide the premises and personnel for the Health Clinic.
2. Provide all necessary supplies, equipment and insurance.
3. Assure that personnel providing medical services for Health Clinic are licensed by the State of Texas and in good standing.
4. Provide medical services during normal working business days, Monday through Friday, of each calendar week, exclusive of City holidays. City shall not be obligated to provide medical services on days when the City's administrative operations are closed due to an emergency.
5. Maintain all files, records and documentation regarding each patient in accordance with the applicable laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
6. Provide invoices to County on a quarterly basis.
7. Provide Health Clinic utilization numbers to County on a monthly basis.
8. Provide total expenses for Health Clinic to County upon County's request.

ARTICLE 5: NO JOINT ENTERPRISE.

This Agreement is not intended to create a joint enterprise. By entering this Agreement, the Parties are undertaking a governmental function or service the purpose of which is to further the public good. The Parties do not jointly or severally have a pecuniary purpose or profit motive in executing or performing this Agreement. The Parties do not have an equal or mutual right of control.

ARTICLE 6: STATUS OF EMPLOYEES.

Each Party shall retain supervision and control of its own employees at all times while performing this Agreement and no employee of one entity shall be considered a borrowed servant of the other entity for Workers' Compensation purposes or for any other reason. The City agrees that all persons employed by it to furnish services hereunder are employees, agents or representatives of the City and not of County, and the County agrees that all persons employed by it to furnish services hereunder are employees, agents or representatives of the County and not of the City. Such employees, agents or representatives of either entity are not entitled to benefits conferred on the other entity's employees.

ARTICLE 7: TERMINATION.

Either party may terminate this Agreement by giving the other party one hundred twenty (120) days written notice. Furthermore, this Agreement may be terminated at any time by mutual agreement of the parties.

ARTICLE 8: EXECUTION.

If the governing body of a party is required to approve this Agreement, it shall not become effective until approved by the governing body of that party. In that event, this Agreement shall be executed by the duly authorized official(s) of the party as expressed in the approving resolution or order of the governing body of said party.

ARTICLE 9: ENTIRE AGREEMENT.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.

ARTICLE 10: AMENDMENT.

This Agreement may only be amended by the mutual agreement of the parties hereto in a writing signed by a duly authorized representative of each party and attached to and incorporated into this Agreement. All amendments to the Agreement shall be

submitted to the City Council and Commissioners Court for their consideration and approval.

ARTICLE 11: SEVERABILITY.

In the event that any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions herein, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 12: FORCE MAJEURE.

In the event that either party shall be prevented from performing its duties under this Agreement by an act of nature, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto, it shall not be considered a breach of this Agreement.

ARTICLE 13: EXCLUSIVITY.

This Agreement is non-exclusive and nothing herein shall in any way limit the right of the Parties to enter into agreements with other individuals or entities to provide the same or similar service.

ARTICLE 14: NOTICE.

Any notice to be given hereunder by either party to the other shall be in writing and sent by First Class U.S. Mail, registered or certified, return receipt requested as follows:

To County:

Name: Honorable Michael D. Brown
Title: County Judge
Address: 122 West Harris
San Angelo, Texas 76903
Telephone No.: 325/653-3318
Facsimile No.: 325/659-3258

To City:

Name: The City of San Angelo
Title: Attn: Director of Human Resources
Address: 72 West College Ave.
San Angelo, Texas 76903
Telephone No.: 325/657-4221
Facsimile No.: 325/657-4530

ARTICLE NO. 15: ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES.

Due to the unique nature of this Agreement, the parties agree that neither City nor County may assign its rights or delegate its duties hereunder to any third party without the prior written consent and approval of the other party, which consent shall not be unreasonably withheld. Any purported assignment, transfer or conveyance without such written consent shall be null and void.

ARTICLE NO. 16: CAPTIONS.

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the expressed provisions of this Agreement.

EXECUTED in duplicate originals by the City of San Angelo on this the 7th day of October, 2008.

CITY OF SAN ANGELO

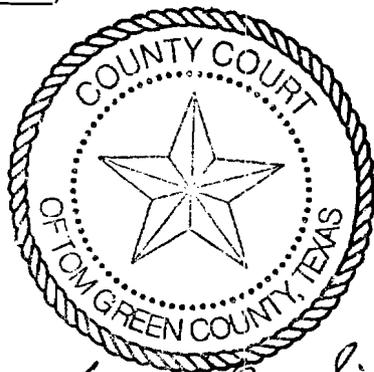
By: _____

Joseph W. Lown
Joseph W. Lown, Mayor

ATTEST:

Alicia Ramirez
Alicia Ramirez, City Clerk

EXECUTED in duplicate originals by Tom Green County on this the 7 day of Oct, 2008.



TOM GREEN COUNTY

By: _____

Michael D. Brown
Michael D. Brown, County Judge, Tom Green County, acting in his official capacity as County Judge and not individually

ATTEST:

Elizabeth McGill
Elizabeth McGill, County Clerk

Approved as to content:

By: _____

Noreen Rodriguez
Noreen Rodriguez,
Benefits and Safety Manager

Approved as to form:

By: _____

Mindy Ward
Mindy Ward, City Attorney