

**RESOLUTION**

**AGREEMENT WITH OLDE TOWNE MEDICAL CENTER**

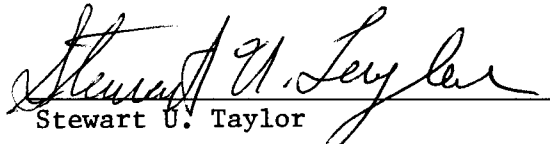
WHEREAS, James City County wishes to encourage and support the provision of low-cost, or free, primary and preventative health care to the citizens of James City County; and

WHEREAS, the Williamsburg Area Medical Assistance Corporation, d/b/a Olde Towne Medical Center, is providing a wide variety of low-cost, or free, primary and preventative health care services at the County's Human Services Building; and


WHEREAS, the County desires to maximize the impact of its limited financial support to the Olde Towne Medical Center by keeping its administrative and personnel costs to a minimum; and

WHEREAS, the County has been providing, pursuant to an Agreement dated July 1, 1993, certain personnel, financial and purchasing services to Olde Towne Medical Center.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes and directs the County Administrator to enter into an agreement effective July 1, 1995, with the Olde Towne Medical Center for the County to provide certain personnel, financial and purchasing services. The agreement shall provide that the County shall receive full reimbursement for all personnel costs of County employees assigned to the Olde Towne Medical Center.

  
Stewart U. Taylor  
Chairman, Board of Supervisors  
Pro Tem

ATTEST:

  
David B. Norman  
Clerk to the Board

<u>SUPERVISOR</u>	<u>VOTE</u>
SISK	ABSENT
EDWARDS	AYE
MAGOON	AYE
TAYLOR	AYE
DEPUE	AYE

Adopted by the Board of Supervisors of James City County, Virginia, this 3rd day of July, 1995.

oldetown.res

**AGREEMENT TO ASSIGN EMPLOYEES  
AND PROVIDE FINANCIAL SERVICES**

THIS AGREEMENT, made this 1st day of June, 1995, by and between the COUNTY OF JAMES CITY, VIRGINIA ("County"), a political subdivision of the Commonwealth of Virginia, and the WILLIAMSBURG AREA MEDICAL ASSISTANCE CORPORATION ("WAMAC"), a Virginia nonprofit corporation.

WITNESSETH

WHEREAS, the County is in need of greater low-cost medical services for its citizens and WAMAC has agreed to provide such services; and

WHEREAS, the employment and assignment of employees by the County to WAMAC is necessary for the operation of a local medical clinic which will benefit the citizens of the County and surrounding communities; and

WHEREAS, the County agrees to assist WAMAC by providing certain personnel, purchasing and financial services and expertise.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants herein contained, the parties agree as follows:

1. The County Human Resources Department, in coordination with WAMAC, shall recruit and hire employees (the "Employees"), for positions to be designated and defined by WAMAC as approved by the County Board of Supervisors. WAMAC shall develop a job description, approved by the County, prior to the

County advertising each of the positions. The Employees shall be employees of the County assigned to WAMAC for training and the performance of services.

2. The parties may agree in writing to have the County Administrator establish temporary positions assigned to WAMAC. Any persons hired and assigned pursuant to this paragraph shall be Employees for the purposes of this Agreement.

3. The County shall be responsible for the payment of all salaries, workers' compensation coverage, insurance and all other fringe benefits and costs incident to employment of the Employees including withholding of payroll deductions. To the extent possible, the County shall cover the Employees under its general liability and risk management programs. These costs shall be accounted for as if WAMAC were a County department and shall be independent of the County's General Fund.

4. WAMAC shall be responsible for reimbursing the County for all salaries, benefits and other expenses incurred due to the employment of the Employees including, but not limited to, salaries, workers' compensation coverage, insurance and other fringe benefits. Such reimbursement shall be made by WAMAC to the County on a monthly basis or as otherwise agreed to by the parties in writing.

5. The County's Personnel Policies and Procedures Manual, as amended, ("County's Personnel Manual") shall be followed by WAMAC with regard to the Employees. The positions of the Employees shall be classified as "other position" as defined under

Section 2.3(E) of the County's Personnel Manual. All policies of the County's Personnel Manual shall apply to the Employees except for the Compensation Plan and the Classification Plan. WAMAC shall develop and submit to the County's Department of Human Resource a Compensation Plan and Classification Plan for the Employees.

6. The Employees shall be eligible to participate in County benefit programs such as health insurance, retirement, flexible spending, deferred compensation, long term disability and other similar programs offered to other County employees.

7. The general supervision of the Employees shall be undertaken by the Executive Director of WAMAC. The daily supervision shall be executed by WAMAC in accordance with the County's Personnel Manual. Such supervision shall include day-to-day work assignments, scheduling and daily management.

8. The Executive Director of WAMAC shall perform the evaluation of Employees pursuant to the County's Personnel Manual. The evaluation for the Executive Director shall be performed by the WAMAC Board of Directors and shall be submitted in writing to the County's Manager of Community Services for his review and approval.

9. In the event that any of the Employees at any time fails to follow the County's standards of conduct or fails to render satisfactory work performance, the employment of that individual may only be terminated by the County, after consultation and coordination with the Executive Director or Board of Directors of WAMAC, pursuant to the County's Personnel Manual. The County shall have final say in the termination of the Employees.

10. WAMAC shall furnish the Employees, at WAMAC's expense, such supplies, equipment, material and other assistance as may be required in the performance of their duties.

11. The County's Purchasing Office shall provide advice and expertise in procurement actions, as requested by the Executive Director of WAMAC. All procurement action processed through the County shall follow the County's Purchasing Manual, as amended.

12. The County shall provide all general ledger accounting services for WAMAC. WAMAC shall cooperate with the County in preparing any necessary financial reports and WAMAC shall make all its financial records available to the County.

13. The County's Financial Management Department shall process and pay, with funds held on behalf of WAMAC, all invoices submitted by WAMAC and shall provide WAMAC a detailed accounting on a monthly basis. The County may include additional financial information provided by WAMAC in the monthly accounting. Prior to any payment, an authorized representative of WAMAC shall approve each invoice for payment and assign an account number. A list of account numbers shall be established in advance by WAMAC and the County. WAMAC shall have an independent financial audit performed annually. WAMAC may choose to be included as a separate entity in the County audit or to have an independent firm perform the audit. In either case, the costs associated with the audit will be borne by WAMAC and WAMAC shall provide the County a copy of such audit.


14. This Agreement shall be effective July 1, 1995 and shall continue in effect until June 30, 1996. This Agreement shall

be automatically renewed for each successive year unless either party provides the other party written notice of termination no less than ninety (90) days prior to the annual July 1st renewal date.

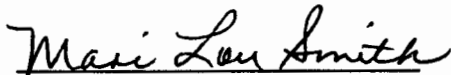
15. Any amendment to this Agreement shall be in writing signed on behalf of each of the parties.

IN WITNESS WHEREOF, each of the parties have executed this Agreement by its duly authorized representatives as of the date first above written.

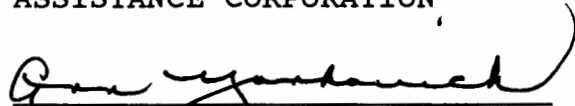
COUNTY OF JAMES CITY, VIRGINIA

By:   
David B. Norman  
County Administrator

ATTEST:



WILLIAMSBURG AREA MEDICAL  
ASSISTANCE CORPORATION

By:   
Ann Yankovich  
President

ATTEST:

