REVISED
March 23, 2009

TRAVIS COUNTY HEALTHCARE DISTRICT
BOARD OF MANAGERS

AGENDA

Thursday, March 26, 2009
5:30 p.m.

Granger Building, First Floor, Commissioners Courtroom
314 West 11th Street
Austin, Texas 78701

SEAL OF COUNTY CLERK TRAVIS COUNTY, TEXAS

Came to hand and posted on a Bulletin Board in the Courthouse, Austin, Travis County, Texas on this the 23rd day of March 20 09
Dana DeBeauvoir
County Clerk, Travis County, Texas
By K. Mente Deputy
K. Mente

CITIZENS' COMMUNICATION

CONSENT AGENDA

Notice to Public

All matters listed under the CONSENT AGENDA will be considered by the Board of Managers to be routine and will be enacted by one motion. There will be no separate discussion of these items unless members of the Board or persons in the audience request specific items be moved from the CONSENT AGENDA to the REGULAR AGENDA for discussion prior to the time the Board of Managers votes on the motion to adopt the CONSENT AGENDA.

C1. Approve the minutes for the following meetings of the Travis County Healthcare District Board of Managers:

a. December 10, 2008; and
b. January 22, 2009.

C2. Appoint the Travis County Healthcare District Board of Managers as a committee of the whole to approve the final minutes of the *ad hoc* Transition Committee, which has completed its purpose and been disbanded, and approve the minutes of the February 24, 2009, *ad hoc* Transition Committee meeting.

C3. Receive the February 2009 Investment Report and ratify Healthcare District investments for February 2009.

C4. Approve a proposed Renewal of the Retirement Consulting Services Agreement between Southwest Retirement Consultants, Southwest Retirement Advisors, LLC, and Travis County Healthcare District.

C5. Approve renewal contracts for orthotic care and custom-made orthotics, specifically:

a. Renewal of Agreement for Orthotic Care and Custom-Made Orthotics with Hanger Prosthetics & Orthotics, Inc.;
b. Renewal of Agreement for Orthotic Care and Custom-Made Orthotics with Prescott's Austin Orthotics & Prosthetics;
c. Renewal of Agreement for Orthotic Care and Custom-Made Orthotics with Applied Orthotics, L.L.C.;
d. Renewal of Agreement for Orthotic Care and Custom-Made Orthotics with Orthotic & Prosthetic Technologies, Inc.; and
e. Renewal of Agreement for Orthotic Care and Custom-Made Orthotics with The Orthotic Specialist.

C6. Approve the adoption of the 2009 U.S. Poverty Income Guidelines for the Medical Assistance Program income eligibility determinations.

C7. Approve a proposed renewal and amendment to the Professional Organizational and Operations Assessment Consulting Agreement related to the operations of the Community Health Centers with Phase 2 Consulting.

C8. Approve the District's unilateral renewal of the Services Agreement for Development of Human Resources Structures and Systems with Aon Consulting, Inc.

C9. Approve the Renewal and Second Amendment of the Professional Legal Services Agreement with Fulbright & Jaworski L.L.P.

C10. ADDED ITEM: Express support for Senate Bill 1063/House Bill 1934 relating to the powers of certain hospital districts and to the retirement benefits of employees of the districts and related entities and for Senate Bill 957/House Bill 1638 relating to the ability of a county, public hospital, or hospital district to purchase or arrange for the purchase of certain health coverage or benefits for eligible residents.

REGULAR AGENDA*

1. Discuss and take appropriate action regarding a request from Daughters of Charity Health Services of Austin d/b/a Seton for approximately $350,000 to support funding the expansion of reconstructive and plastic surgery programs on the campus of the University Medical Center Brackenridge that will help enable University Medical Center Brackenridge obtain Level 1 trauma status.

2. Receive and discuss a report of the January and February 2009 financial statements for the Travis County Healthcare District.

3. Receive and discuss a presentation regarding analysis of the Integrated Care Collaboration's ICare health information exchange utilization data for Central Texas and the related work of the Collaboration.

4. Discuss and take appropriate action regarding the employment of David Vliet, who will be assigned to serve as Central Texas Community Health Center's Chief Executive Officer.

REVISED
March 23, 2009

5. Discuss and take appropriate action regarding the proposed Professional Services Agreement between Travis County and the Travis County Healthcare District and the Central Texas Community Health Centers for Interpreting Services.

6. Receive, discuss and take appropriate action where necessary on updates regarding the March 1, 2009 transfer of the City of Austin Community Care Services Department to the District, including: (a) the leases of community health center facilities from Travis County; (b) the Fifth Amendment to the Interlocal Agreement with Travis County; (c) the proposed Interlocal Agreement for Close-Out and Post-Transition Services with the City of Austin; and (d) the proposed Interlocal Agreement for Emergency Medical Services with the City of Austin.

7. Discuss and take appropriate action regarding a Records Interlocal Agreement between the City of Austin and the Travis County Healthcare District.

8. Discuss and take appropriate action regarding a proposed increase in the amount of funds allocated for radiation/oncology services provided by Austin Cancer Center and approve the expenditure of expansion funds for this purpose.

9. Receive and discuss reports from the Board committees: *ad hoc* Nominations Committee, Audit and Compliance Committee, Budget and Finance Committee, and Legislative Committee (including a report from HillCo Partners, the District's legislative consultant, on current and anticipated legislative and executive branch, including state agency activities).

10. Receive and discuss the CEO's report on the following District activities: (a) procurement activity; (b) communications/outreach statistics for February 2009; and (c) the evaluation of the E-merge program; and (d) an update on the status of the Rundberg Lane Community Health Center.

11. Discuss and take appropriate action regarding a formal evaluation of the Travis County Healthcare District President and CEO's performance, including compensation, her employment contract, and District executive employees' relative pay levels.[1]

12. Discuss and take appropriate action concerning the evaluation tool for the District President and CEO's next formal evaluation.[1]

13. Confirm the next regular Board meeting date, time, and location.

Note 1, Possible Executive Session discussion

* The Board of Managers may take items in an order that differs from the posted order.

The Board of Managers may consider any matter posted on the agenda in Executive Session if there are issues that require consideration in Executive Session and the Board announces that the item will be considered during Executive Session.

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
March 26, 2009

Agenda Item C1

Approve the minutes for the following meetings of the Travis County Healthcare District Board of Managers: (a) December 10, 2008 and (b) January 22, 2009.
(Back-up – Minutes)

Draft – 1/2/08

MINUTES OF MEETING – DECEMBER 10, 2008

TRAVIS COUNTY HEALTHCARE DISTRICT
BOARD OF MANAGERS MEETING

On Wednesday, December, 2008, a special meeting of the Travis County Healthcare District Board of Managers convened in open session at 6:05 p.m. in the former warehouse area of the Cesar Chavez Building, 1111 East Cesar Chavez Street Austin, Texas 78702. A quorum of the Board was present. Secretary Lancaster was present, and Vice-Chairperson Coopwood presided in Chairperson Richie's absence. The clerk for the meeting was Kay Williams.

REGULAR AGENDA

1. Receive and discuss the following reports pertaining to the 1210 W. Braker Lane property: (a) Feasibility Study; (b) Phase I Environmental Site Assessment; (c) Traffic Impact Analysis; (d) Land Title Survey; and (e) Topographic and Tree Survey.

Clerk's Notes: Vice-Chairperson Coopwood expressed appreciation to the consultants for being present to review the reports with the Board of Managers, and gave an overview of the process by which agenda items would be addressed. Mr. Coopwood noted that approximately one hour would be allotted for comment and questions following review of the five reports pertaining to the Braker Lane property, and asked that comments and questions be held until after the reports had been received and discussed by the Board of Managers.

Larry Wallace, District Associate Administrator, introduced the following consulting professionals who presented report summaries to the Board of Managers, and responded to questions from Board members regarding the information presented:

John Hussey -- Site Specifics, Inc.
Land Title Survey, Topographic and Tree Survey

Raymond Chan -- Raymond Chan & Associates, Inc.
Feasibility Study

Michelle Dorsey -- Horizon Environmental Services, Inc.
Phase I Environmental Site Assessment

Scott Feldman -- Alliance Transportation Group, Inc.
Traffic Impact Analysis

Mr. Wallace noted that the purpose of the studies was to validate the suitability of the proposed site for a health center and to identify any "red flags" or areas of concern during the course of the evaluations.

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The following is a summary of the types of issues that were discussed between the members of the TCHD board, Ms. Young Brown and the consultants:

- Drainage / runoff handling
- Number of trees that will be affected / City requirements regarding trees
- The species of existing trees on the property
- Topographic suitability of the property for the proposed type of development
- Presence of any easement or utility issues that would be problematic
- Amount of usable land after construction of detention and water quality ponds
- Location of parking within the site
- Location of the detention and water quality ponds within the site
- Adequacy of existing gas, water, wastewater, and storm drain infrastructure
- Length of time for approval of the water pollution abatement plan
- Examples of recently approved water pollution abatement plans for other developments in the Edwards Aquifer Transition Zone
- Historical value, if any, of the existing structure on the property
- If any adverse traffic impact would occur in connection with the project
- The level of adverse traffic impact at which mitigation would be required
- Whether the likelihood that traffic would need to come through adjacent neighborhoods to reach the site was assessed
- Whether the traffic impact of major retail development, staff travel, and the elementary schools in the vicinity were factored into projections
- The assumptions made regarding use of public transportation
- Current patients-per-day figures for the existing community health centers

It was noted that because the property is located in the Transition Zone of the Edwards Aquifer a geologic assessment will be required prior to development, along with a Texas Commission on Environmental Quality ("TCEQ") Transition Zone Water Pollution Abatement Plan.

Mr. Wallace observed that the District would have the ability to design the facility in a way that would accommodate trees – whether existing or planted – given the amount of land being proposed for the project. The requirement for involvement of a landscape architect in the design phase to assess the site and prepare drawings in accordance with City code as part of the site development permitting process was noted.

It was reported that there are no easement or utility issues of concern for the proposed development, and that the environmental risk from the proposed development of the property is assessed as low. Removal and appropriate disposal of household waste and unlabeled 55 gallon drums was recommended, along with lead paint and asbestos containing material ("ACM") testing of the existing structure on the property prior to any demolition.

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Consultants rendered professional opinions that the property is suitable for the development being proposed, and that very little impact on existing transportation systems in the area is expected from construction of the proposed health center.

It was reported that the traffic impact analysis was conducted with the assumption that all patients would be driving individual vehicles to and from the health center, thus allowing analysis of maximum potential impact. The impact of staff travel and school-related traffic was included in the analysis. Projected impact due to general growth in the area and due to timing of the proposed development was factored in over a two-year period. Analysis of routes available for traffic to enter the site yielded the conclusion, which was an assumption of the traffic study, that Braker Lane was the most likely route by which the site would be reached.

Mitigation of traffic impact would be required by the City of Austin in connection with a Traffic Impact Analysis ("TIA") showing a projected level of service at E or F, and the worst level of service projected for the intersections studied for this project is C.

The Board was advised that a required water pollution abatement plan may be submitted to TCEQ for review concurrently with submission of a site development permit application to the City of Austin in order to reduce the amount of time required for plan review and approval.

2. Discuss and take appropriate action regarding the process for receiving public comment on the reports that are the subject of Agenda Item #1.

Clerk's Notes: Vice-Chairperson Coopwood reviewed the guidelines proposed in Attachment A.

Secretary Lancaster moved that the Board adopt the process for receiving public comment on the reports that are the subject of Agenda Item #1 as presented in the paper Vice-Chairperson Coopwood read [Attachment A]. Manager Barker seconded the motion.

Manager Rodriguez proposed an amendment to the motion to broaden the scope of public comment to be accepted beyond the technical reports listed in Agenda Item #1 by addition of subtopic "f" that would allow public comment of a general nature regarding the site; that is, any item that might affect or impact the site, in addition to the items listed [as Agenda Item #1 subtopics]. Secretary Lancaster and Manager Barker accepted the proposed amendment.

The motion, as amended, was adopted on the following vote, following discussion:

Chairperson Carl Richie	Absent
Vice-Chairperson Tom Coopwood	For
Secretary Rose Lancaster	For
Treasurer Rosie Mendoza	For

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Manager Bobbie Barker	For
Manager Clarke Heidrick	For
Manager Donald Patrick	Absent
Manager Eduardo Sanchez	Absent
Manager Frank Rodriguez	For

3. Receive and discuss public comment on the reports that are the subject of Agenda Item #1.

Clerk's Notes: Christie Garbe, District Chief Communications Officer, announced the names of individuals who signed up to address the Board of Managers.

The following individuals gave comment and/or asked questions of the Board of Managers and/or the consultants who reported to the Board of Managers during Agenda Item #1: Gary Allmon; John Green; Janet Fulk; Robin McMillion; Martin Horan; Francoise Luca, Gracywood Neighborhood Association; Walt Esquivel, North Park Estates Neighborhood Association; Mary Anderson; Robert Simmons; Craig Nazor; Laura Sargent; Linda Messier, Gracywood Neighborhood Association.

Questions raised or concerns expressed during the public comment period included:

- Bus service to the property in terms of frequency and how the site is reached from various places
- Questions about the presence of Native American artifacts on the site
- The process envisioned for incorporating neighborhood input regarding issues of concern such as buffers, locations of entryways, etc.
- Whether there is a "best practice" model available for the community input into the development process
- State and local regulations that would apply to development of the project
- Neighborhood preference in terms of site exits
- Bus routes and time required for travel to the property by bus
- The length of time typically involved in the site development permitting process
- When TCEQ-required studies are typically conducted in the development process

A member of the public in attendance who had not signed up to speak, Jay Weinshanker, offered to provide information to the Board of Managers regarding bus service along Braker Lane and was given the opportunity to do so. Thereafter, another member of the public in attendance who had also not signed up to speak, asked for and was given the opportunity to give comment regarding bus service as an issue impacting the proposed health center site.

Gary Martin, Assistant Travis County Attorney, noted that the analysis of zoning issues pertaining to the property was made prior to the property being put under contract. Ms. Young Brown further noted that with District ownership of the property a zoning change would no longer be required for the construction of a health center, although

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recommendations from City zoning staff would be taken into consideration as the property is developed.

Ms. Brown broadly outlined a process for neighborhood involvement in designing the project that would include working with architects and engineers to identify site development requirements, and then meeting with parties interested to discuss how areas of concern can be mitigated.

Factors such as location of site entrances and exits, building height and layout, structuring of the vegetative buffer, and means of separating the clinic and the adjacent neighborhoods, are among a host of issues that can be considered, discussed, and agreed to in an effort to develop solutions that are feasible and that can incorporate the needs of the building and the needs of the neighborhood while continuing to meet all development requirements.

Ms. Young Brown noted that although the site would not be subject to zoning regulations, there are numerous City of Austin requirements to meet during the site development process, such as permitting. The District has the ability to agree to changes proposed by interested parties, and the Board of Managers has the authority to direct that such changes be incorporated into the project. The key would be to discuss and evaluate feasibility of desired solutions with people included in the process who have the necessary expertise to help talk through and evaluate such solutions. It was noted that some solutions may be desirable but not feasible based on building or site requirements.

Applicable site development permit requirements for the proposed development would regulate driveway cuts, impervious cover, control of storm water runoff, traffic impact, and more. For example, the City of Austin land development code requires that runoff conditions following development cannot exceed runoff conditions that exist prior to development. Adverse affects on adjacent neighborhood creeks that would exacerbate existing erosion would not occur. Detailed analysis of any current drainage issues would be conducted during the final design phase. Additionally, the City of Austin would require a second environmental impact study to supplement data in the assessment already conducted.

It was noted that a habitat study was not included in the current environmental site assessment, although animal habitat was considered. The Traffic Impact Analysis assumed driveways only on Braker Lane, and design changes typically trigger a re-evaluation requirement from the City for projects with projected daily trips of 2000 or more; projections for the subject property are approximately 500.

Vice-Chairperson Coopwood provided assurance that ample opportunity would be presented for interested parties to review the results of the additional studies and assessments that would be required as part of the site development process.

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A distinction was made between studies conducted for research and evaluation purposes in determining whether the property is suitable for the proposed development – the studies reviewed during the course of this meeting -- and studies that would be required as part of the site development process that would follow acquisition of the property.

The Board was advised that TCEQ-required studies are typically conducted following acquisition of property, with the water pollution abatement plan submitted concurrently with the City of Austin site development permit application. The City's site development permit application review process typically takes approximately six months, and TCEQ approval of a water pollution abatement plan typically takes approximately four months. If TCEQ guidelines for development within the Edwards Aquifer Transition Zone are followed, approval of a submitted water pollution abatement plan is received.

Vice-Chairperson Coopwood closed the public comment period at 7:52 p.m. He thanked those in attendance for coming to the meeting, and expressed appreciation for the quality of the discussion and adherence to the guidelines for public comment. He observed that should the Board of Managers move forward with purchase of the property in December the groundwork has been laid for working with interested parties in the future.

There being no further discussion or agenda items, Treasurer Mendoza moved that the meeting adjourn. Secretary Lancaster seconded the motion. The motion was adopted on the following vote:

Chairperson Carl Richie	Absent
Vice-Chairperson Tom Coopwood	For
Secretary Rose Lancaster	For
Treasurer Rosie Mendoza	For
Manager Bobbie Barker	For
Manager Clarke Heidrick	For
Manager Donald Patrick	Absent
Manager Eduardo Sanchez	Absent
Manager Frank Rodriguez	For

The meeting adjourned at 7:53 p.m.

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Carl S. Richie Jr., Chairperson
Travis County Healthcare District Board of Managers

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ATTESTED TO BY:

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Rose Lancaster, Secretary
Travis County Healthcare District Board of Managers

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ATTACHMENT A

Proposed Process for Soliciting and Receiving Public Comment Regarding Designated Agenda Item(s) at the December 10, 2008, Travis County Healthcare District Board of Managers Board Meeting

1. Comments will be accepted regarding only the agenda item or items designated by the Board of Managers.

2. Total time allotted for public comment will not exceed one (1) hour.

3. Comments will be accepted from members of the public, each of whom may address the Board for up to three (3) minutes. Should any Board member ask questions of the speaker, the time spent in asking and answering the question will not count towards the three (3) minute limit.

4. No speaker may donate or otherwise give any part of his or her time to another speaker.

5. No substitutions may be made for the identified speaker.

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Unapproved

MINUTES OF MEETING – JANUARY 22, 2009

TRAVIS COUNTY HEALTHCARE DISTRICT
BOARD OF MANAGERS MEETING

On Thursday, January 22, 2009, a regular meeting of the Travis County Healthcare District Board of Managers convened in open session at 5:38 p.m. in the Ned Granger Building Commissioners Courtroom, 314 West 11th Street, Austin, Texas 78702. A quorum of the Board was present. Secretary Lancaster was present, and Vice-Chairperson Coopwood presided in Chairperson Richie's absence until Chairperson Richie joined the meeting. The clerk for the meeting was Margo Davis.

CITIZENS' COMMUNICATION

Clerk's Notes: Walt Esquivel, North Park Estates Neighborhood Association President, addressed the District Board of Managers.

CONSENT AGENDA

C1. Receive the December Investment Report and ratify Healthcare District Investments for December 2008.

C2. Approve proposed amendments to the Travis County Healthcare District Section 401(a) Retirement Plan and Section 457 Deferred Compensation Plan to permit participation in those plans by employees of the Central Texas Community Health Centers, the non-profit corporation that will be operating the Community Health Centers and to make technical amendments.

C3. Approve a change in the award of the child/adult sick care benefits from Work Options Group to Bright Options Children's Centers LLC as a result of merger for the plan year beginning March 1, 2009, for District and Central Texas Community Health Centers employees.

Clerk's Notes: Secretary Lancaster moved that the Board approve Consent Agenda items C1, C2, and C3. Manager Heidrick seconded the motion. The motion was adopted on the following vote:

Chairperson Carl Richie	Absent
Vice-Chairperson Tom Coopwood	For
Secretary Rose Lancaster	For
Treasurer Rosie Mendoza	Absent
Manager Bobbie Barker	For
Manager Clarke Heidrick	For
Manager Donald Patrick	For
Manager Eduardo Sanchez	Absent

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Manager Frank Rodriguez For

REGULAR AGENDA

1. Receive and discuss a list of Travis County Healthcare District accomplishments for fiscal year 2008.

Clerk's Notes: This item was taken out of order after Chairperson Richie and Manager Heidrick joined the meeting.

Christie Garbe, Chief Communications Officer, gave an overview of the District's accomplishments for fiscal year 2008. Since the adoption of the 2007 strategic plan, the District has established objectives and initiatives related to its strategic plan. The strategic plan has been implemented to promote a common understanding between the community and stakeholders, clarify the District's overall purpose, provide direction to staff and assist the District Board of Managers in making decisions on allocating District resources. The strategic plan is the guiding principle for District business practices and is used as a guide when the District arranges healthcare services for its eligible population. With a clear outline of the District's role, the District can easily identify the areas of success and begin to target the health care service areas that require improvement. Many of the accomplishments for fiscal year 2008 were in the following areas: health care service expansion, behavioral health service expansion and collaboration, planning and outreach, facilities improvements, eligibility process upgrades and technology investments. These achievements have taken place since the adoption of the 2007 strategic plan. The District's strategic plan and fiscal year 2008 accomplishments are posted in more detail on its website.

2. Receive and discuss an update on Community Care Services Department operations for the first quarter of Fiscal Year 2009.

Clerk's Notes: David Vliet, Community Care Services Department (CCSD) Chief Executive Officer, and Leslee Froehlich, CCSD Chief Operating Officer, provided an update on the CCSD operations for the first quarter of fiscal year 2009. Mr. Vliet highlighted the status of the expansion projects, operational goals, and the challenges of reducing the number of missed provider slots with current provider capacity.

3. Receive, discuss and take appropriate action regarding an update on the District's potential participation in the initial capitalization of a small employer health coverage program.

Clerk's Notes: Patricia Young Brown, District President and CEO, provided an update on the small employer health coverage program. At the Board of Managers meeting in March 2008, the Board approved the use of one-time enhancement funds to support the initial capitalization of a regional small employer health coverage plan through the Central Texas Regional Health Coverage Program. Participation in this plan was contingent upon the participation of other community members. The Board directed

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staff to provide the details of the additional community commitments as well as the details of the proposed health coverage plan.

The project has been scaled back due to the changing economic environment and the amount has been reduced to less than the amount that the Board considered in March. For employees of small employers who are interested in enrolling in the health coverage plan, the new proposal will cover an anticipated 900 individuals in the first year, 2,100 individuals in the second year, and 2,500 in the third year. The premiums for the program will be shared between the small employer and the enrolled employee with a potential future subsidy component being offered to low-wage earners to assist in the monthly premium payments made by the enrolled employee.

The approved funding for this project is an amount up to $339,450 for initial capitalization which includes reserves, start-up, and reinsurance expenses for the first year of the program. The proposed amount will cover the projected Travis County portion of the capitalization costs and is contingent upon the commitment of other counties and their projected portion of the initial capitalization costs. The District would provide the funding to a non-profit corporation that will be formed to offer the coverage. The requested funding will be made available out of the District's service expansion funds.

Vice-Chairperson Coopwood moved that the Board approve participation in the initial capitalization of a small employer health coverage program in an amount up to $339,450 for Year 1 as presented by staff to cover the projected Travis County portion of the capitalization costs for the project, contingent upon the commitment of other counties for their projected portion of the initial capitalization costs. Manager Rodriguez seconded the motion. The motion was adopted on the following vote:

Chairperson Carl Richie	For
Vice-Chairperson Tom Coopwood	For
Secretary Rose Lancaster	For
Treasurer Rosie Mendoza	Absent
Manager Bobbie Barker	For
Manager Clarke Heidrick	For
Manager Donald Patrick	For
Manager Eduardo Sanchez	Absent
Manager Frank Rodriguez	For

4. Receive and discuss a report of the December 2008 financial statements for the Travis County Healthcare District and a report on Historically Underutilized Business utilization by the District.

Clerk's Notes: Carolyn Konecny, District Chief Financial Officer, provided an overview of the December financial statements, including a discussion of the Statement of Revenues, Expenses and Changes in Net Assets, and the Balance Sheet. No notable items were reported.

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Ms. Scarbrough discussed the District's utilization of Historically Underutilized Businesses (HUBs). The District utilizes HUBs businesses that are certified by one or more governmental certification programs. In 2008, approximately 1.9% ($1.7 million) was available for possible procurement of HUBs for professional services consulting, contracted employees, and legal services. The District Board of Managers approved the District's HUB policy, which stresses that a "good faith effort" must be made to assist certified HUB vendors and contractors in its award of contracts and subcontracts. The overall dollars expended with HUBs has increased since 2006. The District works diligently to procure and solicit HUBs whenever practicable.

5. Review the Travis County Healthcare District Board of Managers Bylaws and conflict-of-interest requirements.

Clerk's Notes: Stacy Wilson, Assistant Travis County Attorney, explained the conflict-of-interest requirements. Under the Texas Local Government Code, the conflict-of-interest rules prevent public officials from using their authority for personal economic benefit rather than for the benefit of the public. This means a local public official cannot vote on a matter involving a business entity or real property in which the official has a substantial interest. If a local public official has a substantial interest in a business entity or in real property which could result in personal economic benefit, the official must file an affidavit stating the nature and extent of the interest before a vote or decision on any matter involving the business entity or real property is made and abstains from further participation. A disclosure statement is due to the records administrator (the person responsible for maintaining the records of the local governmental entity) no later than 5:00 p.m. on the seventh business day after the local government officer becomes aware of the conflict. A local government officer commits a Class C misdemeanor (which is punishable by a fine not to exceed $500) for knowingly violating these requirements, but if the officer files the disclosure statement within seven business days of receiving notice of an alleged violation an exception will be made.

6. Discuss and take appropriate action regarding the award of contract for communication services to TateAustinHahn.

Clerk's Notes: This item was taken out of order.

Donna Scarbrough, District Purchasing Administrator, and Ms. Garbe explained the scope of work for the communication services contract. TateAustinHahn has been awarded the contract and will provide public relations, advertising, and public affairs support for various communications-related projects and programs on an as-needed basis for the District and/or the Central Texas Community Health Centers (CTCHC). The District and/or the CTCHC can obtain these services using written task orders. As projects are defined, the task order will be developed and will contain a defined scope of work with agree-upon tasks, hours, deliverables, and costs using approved contract labor rates identified in the proposal. The amount of work contracted in any given year

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will be subject to budget availability. For fiscal year 2009, the estimated available budget for these types of services is $215,000.

Manager Heidrick moved that the Board approve the award of contract for communication services to TateAustinHahn as presented by staff and authorize the District President and CEO to negotiate and execute a final agreement on terms similar to those presented or on terms more favorable to the District. Secretary Lancaster seconded the motion. The motion was adopted on the following roll-call vote:

Chairperson Carl Richie	For
Vice-Chairperson Tom Coopwood	For
Secretary Rose Lancaster	For
Treasurer Rosie Mendoza	Absent
Manager Bobbie Barker	Abstain
Manager Clarke Heidrick	For
Manager Donald Patrick	For
Manager Eduardo Sanchez	Absent
Manager Frank Rodriguez	For

7. Receive and discuss the CEO's report on the following District activities: (a) procurement activity; (b) the Integrated Care Collaboration's ICC 2008 Priority Projects Report; (c) communications/outreach statistics for December 2008; and (d) the Psychiatric Services Stakeholders meetings.

Clerk's Notes: Ms. Young Brown briefly reported the ongoing District activities, including the procurement activity, ICC projects, and the status of the Psychiatric Services Stakeholders meetings. She also announced that Secretary Lancaster recently received an award for her longtime contributions to the field of philanthropy as well as many other volunteer activities for her community and the State of Texas.

8. Receive and discuss reports from the Board committees: *ad hoc* Community Care Services Department Transition Committee, Audit & Compliance Committee, Budget and Finance Committee, and Legislative Committee (including a report from HillCo Partners, the District's legislative consultant, on current and anticipated legislative and executive branch, including state agency activities).

Clerk's Notes: The Board members present reported on the discussions and activities of the committee meetings that had occurred since the previous Board meeting. Marsha Jones, Legislative Consultant for the District, provided an update on recent legislative and executive branch activities and the potential impact they could have on the District's strategic plan.

9. Confirm the next regular Board meeting date, time, and location.

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Clerk's Notes: Ms. Young Brown announced that the next regular Board meeting is scheduled to be held on Thursday, February 12, 2009, at 5:30 p.m., in the District's administrative offices, 1111 East Cesar Chavez, Austin, Texas 78701, in the Board conference room.

10. Discuss and take appropriate action regarding: (i) proposed leases of community health centers from the City of Austin and Travis County; (ii) post-transition agreements with the City of Austin, Travis County, and the Central Texas Community Health Centers; (iii) an update on the status of the transfer of the City of Austin Community Care Services Department to the District; and (iv) an update on retirement issues affecting the transitioning City employees.

Clerk's Notes: Sally Henly, District Project Manager, provided an update on the CCSD Transition City and County real property transfers and leases and the post-transition agreements and grants.

Manager Barker moved that the Board convene in a closed meeting to discuss agenda item 10 under Section 551.071 of the Texas Government Code, Consultation with Attorney, and agenda item 11 under Section 551.071, Consultation with Attorney, and Section 551.072, Deliberations about Real Property. Vice-Chairperson Coopwood seconded the motion.

Manager Barker proposed that the motion be amended to include that the Board convened in a closed meeting to discuss agenda item 11 under Section 551.071, Consultation with Attorney. The proposed amendment was adopted by Vice-Chairperson Coopwood, and the motion, as amended, was adopted on the following vote:

Chairperson Carl Richie	For
Vice-Chairperson Tom Coopwood	For
Secretary Rose Lancaster	For
Treasurer Rosie Mendoza	Absent
Manager Bobbie Barker	For
Manager Clarke Heidrick	For
Manager Donald Patrick	For
Manager Eduardo Sanchez	Absent
Manager Frank Rodriguez	For

The Board convened in a closed meeting at 8:24 p.m. and re-convened in open session at 9:53 p.m. No action was taken on Agenda Item 10.

11. Discuss and take appropriate action regarding a potential interim service expansion opportunity for northern Travis County.

Clerk's Notes: In open session, Manager Heidrick moved that the Board authorize the District President and CEO to evaluate the feasibility of expanding service capacity by

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leasing a location in Northeast Austin under consideration and, should she determine that leasing the location meets the needs of the District, further authorized the District President and CEO to negotiate and execute a final lease agreement on terms similar to those presented or on terms more favorable to the District and to present the lease agreement to the Travis County Commissioners Court for approval. Vice-Chairperson Coopwood seconded the motion.

Manager Barker requested clarification of the motion. The Board requested that the President and CEO evaluate the true feasibility of operationalizing this lease in a timely fashion so that it would be effective and not just sit for a period of time and be unused and that if she was not comfortable entering into the lease due to operation-related concerns, she may make the decision not to move forward with the lease agreement.

Manager Heidrick clarified by stating that her statement was encompassed within the spirit of the motion. He added that also encompassed within his motion was the authority that, should the President and CEO decide that the project was not feasible, she didn't have to pursue it.

The motion was adopted on following roll-call vote:

Chairperson Carl Richie	For
Vice-Chairperson Tom Coopwood	For
Secretary Rose Lancaster	For
Treasurer Rosie Mendoza	Absent
Manager Bobbie Barker	Against
Manager Clarke Heidrick	For
Manager Donald Patrick	For
Manager Eduardo Sanchez	Absent
Manager Frank Rodriguez	For

There being no further discussion or agenda items, Manager Patrick moved that the meeting adjourn. Vice-Chairperson Coopwood seconded the motion. The motion was adopted on the following vote:

Chairperson Carl Richie	For
Vice-Chairperson Tom Coopwood	For
Secretary Rose Lancaster	For
Treasurer Rosie Mendoza	Absent
Manager Bobbie Barker	For
Manager Clarke Heidrick	For
Manager Donald Patrick	For
Manager Eduardo Sanchez	Absent
Manager Frank Rodriguez	For

The meeting adjourned at 9:56 p.m.

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_____
Carl S. Richie Jr., Chairperson
Travis County Healthcare District Board of Managers

ATTESTED TO BY:

_____
Rose Lancaster, Secretary
Travis County Healthcare District Board of Managers

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travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
March 26, 2009

Agenda Item C2

Appoint the Travis County Healthcare District Board of Managers as a committee of the whole to approve the final minutes of the *ad hoc* Transition Committee, which has completed its purpose and bee disbanded, and approve the minutes of the February 24, 2009, *ad hoc* Transition Committee meeting.

(Back-up – ad hoc CCSD Transition Minutes)

Unapproved

TRAVIS COUNTY HEALTHCARE DISTRICT
BOARD OF MANAGERS
MEETING OF THE TRAVIS COUNTY HEALTHCARE DISTRICT
COMMUNITY CARE SERVICES DEPARTMENT
AD HOC TRANSITION COMMITTEE

MINUTES OF THE MEETING – TUESDAY, FEBRUARY 24, 2009

On Tuesday, February 24, 2009, the Community Care Services Department *ad hoc* Transition Committee of the Travis County Healthcare District Board of Managers convened in open session at 8:38 a.m. in the Cesar Chavez Board Conference Room, 1111 E. Cesar Chavez, Austin, Texas 78702. A quorum of the Committee was present. The clerk for the meeting was Margo Davis.

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1. Approve minutes for the joint meetings of the Travis County Healthcare District (TCHD) and the Federally Qualified Health Center (FQHC) Board Transition Committees on October 28, 2008 and November 18, 2008; and the minutes for the meeting of the TCHD Community Care Services Department Ad Hoc Transition Committee on February 4, 2009.

Clerk's Notes: Manager Heidrick moved that the Committee approve the joint meeting minutes of TCHD and the FQHC Board Transition Committees of October 28, 2008 and November 18, 2008; and the minutes of the TCHD CCSD ad hoc Transition Committee of February 4, 2009 as presented by staff. Manager Lancaster seconded the motion. The motion was adopted on the following vote:

Chair Bobbie Barker	For
Manager Clarke Heidrick	For
Manager Rose Lancaster	For
Manager Frank Rodriguez	For

2. Discuss the current status of the Community Care Services Department transition.

Clerk's Notes: This item was not discussed.

3. Discuss and take appropriate action regarding the following proposed leases of community health centers from the City of Austin: (a) A K Black Community Health Center; (b) Rosewood-Zaragosa Community Health Center; (c) South Austin Community Health Center; (d) East Austin Community Health Center; (e) Austin Resource Center for the Homeless; and (f) RBJ Building, Community Health Center Administrative Offices, 5th Floor.

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Clerk's Notes: Sally Henly, District Transition Manager, explained the current developments related to the proposed leases of community health centers from the City of Austin.

John Stephens, District Transition Manager, explained the terms of the leases.

4. Discuss and take appropriate action regarding the following proposed transfers of real property from the City of Austin: (a) David Powell Community Health Center and (b) four tracts of land gifted for the benefit of Brackenridge by Nelson Puett, Jr. (Puett Tracts).

Clerk's Notes: Ms. Henly explained the status of the transfers of real property from the City of Austin and provided the size and location of the Puett Tracts.

5. Discuss and take appropriate action regarding the proposed Conveyance of Montopolis Clinic Building and Ground Lease Agreement and Access Easement between the City of Austin and the Travis County Healthcare District.

Clerk's Notes: Ms. Henly explained the conveyance of the Montopolis Clinic.

6. Discuss and take appropriate action regarding the following proposed leases of community health centers from Travis County, Texas: (a) Manor Community Health Center (East Clinic); (b) Pflugerville Community Health Center (North Clinic); (c) Oak Hill Community Health Center (West Clinic); and (d) Del Valle Community Health Center (South Clinic).

Clerk's Notes: Ms. Henly explained the proposed leases of the community health centers.

7. Discuss and take appropriate action regarding the proposed Fifth Amendment to the Interlocal Agreement between Travis County Healthcare District and Travis County, Texas.

Clerk's Notes: Ms. Henly explained the provisions related to the proposed Interlocal Agreement.

8. Discuss and take appropriate action regarding the proposed Interlocal Agreement for Close-Out and Post-Transition Services with the City of Austin.

Clerk's Notes: Ms. Henly explained the process of the proposed Interlocal Agreement for close-out and post-transition services with the City of Austin.

Donna Scarbrough, District Purchasing Administrator, explained the information technology process and post-transition actions that will take place after March 1.

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Trish Young Brown, District President and CEO, explained the impact the information technology "cut-over" will have on District and City of Austin Community Care Services Department (CCSD) operations. On Friday, February 27, 2009, all telephone and computer systems will be down so that the District and the CCSD can "unplug" its telephone and computer systems from the City of Austin.

9. Discuss and take appropriate action regarding the proposed Interlocal Agreement with the City of Austin for Emergency Medical Services.

Clerk's Notes: Ms. Henly explained the status of the proposed Interlocal Agreement with the City of Austin for Emergency Medical Services.

10. Discuss and take appropriate action regarding the proposed lease assignment agreement with Austin Geriatric Center, Inc. for the RBJ Dental facility.

Clerk's Notes: Ms. Henly explained the status of the proposed lease assignment with the Austin Geriatric Center, Inc. for the RBJ Dental facility.

Manager Lancaster moved that the Committee recommend that the full Board considers approval of agenda item 10 as presented by staff. Manager Rodriguez seconded the motion. The motion was adopted on the following vote:

Chair Bobbie Barker	For
Manager Clarke Heidrick	Abstain
Manager Rose Lancaster	For
Manager Frank Rodriguez	For

11. Discuss and take appropriate action regarding the employment of physicians, dentists or other health care providers.

Clerk's Notes: Ms. Henly explained the technicality related to the employment of physicians, dentists or other health care providers and further explained that the request is to grant the President and CEO the authority to handle employment of physicians, dentists or other health care providers.

Manager Lancaster moved that the Committee recommend that the full Board consider approval of agenda items 3 through 11 as presented by staff. Manager Rodriguez seconded the motion.

A friendly amendment was proposed by Manager Heidrick that the approval of agenda items exclude item 10 due to a possible conflict-of-interest as Manager Heidrick is a Boardmember for Austin Geriatric Center, Inc. The amendment was accepted by Manager Lancaster and Manager Rodriguez, and the motion, as amended, was adopted on the following vote:

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Chair Bobbie Barker	For
Manager Clarke Heidrick	For
Manager Rose Lancaster	For
Manager Frank Rodriguez	For

12. Discuss next steps in the CCSD transition.

Clerk's Notes: Ms. Young Brown and Ms. Henly explained the process of the Notice of Grant Award (NGA) that is being handled by Health Resources and Services Administration (HRSA) and updated the Committee on the remaining agreements that are pending.

Christie Garbe, Chief Communications Officer, provided an update on the new identity of CommUnityCare.

Based on the status update on the transition that was provided by staff, the Committee agreed to address any further issues in a full Board meeting and disband the TCHD CCSD *ad hoc* Transition Committee.

There being no further discussion or agenda items, the *ad hoc* CCSD Transition committee adjourned on a motion made by Manager Heidrick and seconded by Manager Barker, which was adopted on the following vote:

Chair Bobbie Barker	For
Manager Clarke Heidrick	For
Manager Rose Lancaster	For
Manager Frank Rodriguez	For

The meeting adjourned at 9:33 a.m.

DRAFT

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
March 26, 2009

Agenda Item C3

Receive the February 2009 Investment Report and ratify Healthcare District investments for February 2009. (Back-up – Investment Report)

AGENDA ITEM #_____

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

TRAVIS COUNTY HEALTHCARE DISTRICT

Whereas, it appears to the Board of Managers of the Travis County Healthcare District, Travis County, Texas that there are sufficient funds on hand over and above those of immediate need for operating demand,

Now, Therefore, the Board of Managers hereby orders

1.) that the County Treasurer of Travis County, Texas, acting on behalf of the Healthcare District, execute the investment of these funds in the total amount of $14,360,500.00 in legally authorized securities as stipulated in the Travis County Hospital District Investment and Collateral Policy for the periods as indicated in Attachment A, which consists of 14 pages.

2.) that the County Treasurer, acting on behalf of the Healthcare District, take and hold in safekeeping all individual security investment instruments, relinquishing same only by order of the Board of Managers or for surrender at maturity.

Date: March 26, 2009

_____
CHAIR, BOARD OF MANAGERS

_____ _____
VICE CHAIR, BOARD OF MANAGERS MANAGER

_____ _____
MANAGER MANAGER

_____ _____
MANAGER MANAGER

_____ _____
MANAGER MANAGER

ATTACHMENT A

TRAVIS COUNTY HEALTHCARE DISTRICT

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 2/2/2009

TIME: 10:30

The following transaction was executed on behalf of Travis County Healthcare District:

DESCRIPTION:	Texas Daily	FUND NAME:	HEALTHCARE DISTRICT
PAR VALUE:	142,500.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.9927%
PRINCIPAL:	142,500.00	PURCHASED THRU:	Texas Daily
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	142,500.00	CUSIP #:	N/A
TRADE DATE:	2/2/2009	SETTLEMENT DATE:	2/2/2009

AUTHORIZED BY: Mary E. Mayes

CASH/INVESTMENT MANAGER

ATTACHMENT A

TRAVIS COUNTY HEALTHCARE DISTRICT

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 2/2/2009

TIME: 10:30

The following transaction was executed on behalf of Travis County Healthcare District:

DESCRIPTION:	Texas Daily	FUND NAME:	HEALTHCARE DISTRICT
PAR VALUE:	2,082,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.9927%
PRINCIPAL:	2,082,000.00	PURCHASED THRU:	Texas Daily
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	2,082,000.00	CUSIP #:	N/A
TRADE DATE:	2/2/2009	SETTLEMENT DATE:	2/2/2009

AUTHORIZED BY: Mary E Mayes

CASH/INVESTMENT MANAGER

ATTACHMENT A

TRAVIS COUNTY HEALTHCARE DISTRICT

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 2/4/2009

TIME: 10:30

The following transaction was executed on behalf of Travis County Healthcare District:

DESCRIPTION:	Texas Daily	FUND NAME:	HEALTHCARE DISTRICT
PAR VALUE:	2,967,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.8500%
PRINCIPAL:	2,967,000.00	PURCHASED THRU:	Texas Daily
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	2,967,000.00	CUSIP #:	N/A
TRADE DATE:	2/4/2009	SETTLEMENT DATE:	2/4/2009

AUTHORIZED BY: Mary E Mayes

CASH/INVESTMENT MANAGER

ATTACHMENT A

TRAVIS COUNTY HEALTHCARE DISTRICT

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 2/5/2009

TIME: 10:30

The following transaction was executed on behalf of Travis County Healthcare District:

DESCRIPTION:	Texas Daily	FUND NAME:	HEALTHCARE DISTRICT
PAR VALUE:	3,000,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.8086%
PRINCIPAL:	3,000,000.00	PURCHASED THRU:	Texas Daily
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	3,000,000.00	CUSIP #:	N/A
TRADE DATE:	2/5/2009	SETTLEMENT DATE:	2/5/2009

AUTHORIZED BY: Mary E Mayes

CASH/INVESTMENT MANAGER

ATTACHMENT A

TRAVIS COUNTY HEALTHCARE DISTRICT

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 2/6/2009

TIME: 10:30

The following transaction was executed on behalf of Travis County Healthcare District:

DESCRIPTION:	Texas Daily	FUND NAME:	HEALTHCARE DISTRICT
PAR VALUE:	750,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.8033%
PRINCIPAL:	750,000.00	PURCHASED THRU:	Texas Daily
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	750,000.00	CUSIP #:	N/A
TRADE DATE:	2/6/2009	SETTLEMENT DATE:	2/6/2009

AUTHORIZED BY: Mary E Mayes

CASH/INVESTMENT MANAGER

ATTACHMENT A

TRAVIS COUNTY HEALTHCARE DISTRICT

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 2/6/2009

TIME: 10:30

The following transaction was executed on behalf of Travis County Healthcare District:

DESCRIPTION:	TexStar	FUND NAME:	HEALTHCARE DISTRICT
PAR VALUE:	1,415,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.7248%
PRINCIPAL:	1,415,000.00	PURCHASED THRU:	TexStar
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	1,415,000.00	CUSIP #:	N/A
TRADE DATE:	2/6/2009	SETTLEMENT DATE:	2/6/2009

AUTHORIZED BY: Mary E Mayes

CASH/INVESTMENT MANAGER

ATTACHMENT A

TRAVIS COUNTY HEALTHCARE DISTRICT

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 2/10/2009

TIME: 10:30

The following transaction was executed on behalf of Travis County Healthcare District:

DESCRIPTION:	Tex Star	FUND NAME:	HEALTHCARE DISTRICT
PAR VALUE:	29,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.7090%
PRINCIPAL:	29,000.00	PURCHASED THRU:	Tex Star
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	29,000.00	CUSIP #:	N/A
TRADE DATE:	2/10/2009	SETTLEMENT DATE:	2/10/2009

AUTHORIZED BY: Mary E Mayes

CASH/INVESTMENT MANAGER

ATTACHMENT A

TRAVIS COUNTY HEALTHCARE DISTRICT

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 2/12/2009

TIME: 10:30

The following transaction was executed on behalf of Travis County Healthcare District:

DESCRIPTION:	Texas Daily	FUND NAME:	HEALTHCARE DISTRICT
PAR VALUE:	38,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.8101%
PRINCIPAL:	38,000.00	PURCHASED THRU:	Texas Daily
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	38,000.00	CUSIP #:	N/A
TRADE DATE:	2/12/2009	SETTLEMENT DATE:	2/12/2009

AUTHORIZED BY: _____

CASH/INVESTMENT MANAGER

ATTACHMENT A

TRAVIS COUNTY HEALTHCARE DISTRICT

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 2/13/2009

TIME: 10:30

The following transaction was executed on behalf of Travis County Healthcare District:

DESCRIPTION:	TexStar	FUND NAME:	HEALTHCARE DISTRICT
PAR VALUE:	3,557,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.7259%
PRINCIPAL:	3,557,000.00	PURCHASED THRU:	TexStar
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	3,557,000.00	CUSIP #:	N/A
TRADE DATE:	2/13/2009	SETTLEMENT DATE:	2/13/2009

AUTHORIZED BY: _____

CASH/INVESTMENT MANAGER

ATTACHMENT A

TRAVIS COUNTY HEALTHCARE DISTRICT

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 02/18/2009

TIME: 10:30

The following transaction was executed on behalf of Travis County Healthcare District:

DESCRIPTION:	TexStar	FUND NAME:	HEALTHCARE DISTRICT
PAR VALUE:	181,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.7437%
PRINCIPAL:	181,000.00	PURCHASED THRU:	TexStar
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	181,000.00	CUSIP #:	N/A
TRADE DATE:	02/18/2009	SETTLEMENT DATE:	02/18/2009

AUTHORIZED BY: Mary E Hayes

CASH/INVESTMENT MANAGER

ATTACHMENT A

TRAVIS COUNTY HEALTHCARE DISTRICT

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 2/23/2009

TIME: 10:30

The following transaction was executed on behalf of Travis County Healthcare District:

DESCRIPTION:	Texas Daily	FUND NAME:	HEALTHCARE DISTRICT
PAR VALUE:	46,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.8177%
PRINCIPAL:	46,000.00	PURCHASED THRU:	Texas Daily
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	46,000.00	CUSIP #:	N/A
TRADE DATE:	2/23/2009	SETTLEMENT DATE:	2/23/2009

AUTHORIZED BY: Mary E Mayes

CASH/INVESTMENT MANAGER

ATTACHMENT A

TRAVIS COUNTY HEALTHCARE DISTRICT

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 2/24/2009

TIME: 10:30

The following transaction was executed on behalf of Travis County Healthcare District:

DESCRIPTION:	Texas Daily	FUND NAME:	HEALTHCARE DISTRICT
PAR VALUE:	56,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.8310%
PRINCIPAL:	56,000.00	PURCHASED THRU:	Texas Daily
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	56,000.00	CUSIP #:	N/A
TRADE DATE:	2/24/2009	SETTLEMENT DATE:	2/24/2009

AUTHORIZED BY: Mary E Mayes

CASH/INVESTMENT MANAGER

ATTACHMENT A

TRAVIS COUNTY HEALTHCARE DISTRICT

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 2/25/2009

TIME: 10:30

The following transaction was executed on behalf of Travis County Healthcare District:

DESCRIPTION:	TexasDaily	FUND NAME:	HEALTHCARE DISTRICT
PAR VALUE:	62,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.8272%
PRINCIPAL:	62,000.00	PURCHASED THRU:	TexasDaily
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	62,000.00	CUSIP #:	N/A
TRADE DATE:	2/25/2009	SETTLEMENT DATE:	2/25/2009

AUTHORIZED BY: _____

CASH/INVESTMENT MANAGER

ATTACHMENT A

TRAVIS COUNTY HEALTHCARE DISTRICT

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 2/27/2009

TIME: 10:30

The following transaction was executed on behalf of Travis County Healthcare District:

DESCRIPTION:	Texas Daily	FUND NAME:	HEALTHCARE DISTRICT
PAR VALUE:	35,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.8541%
PRINCIPAL:	35,000.00	PURCHASED THRU:	Texas Daily
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	35,000.00	CUSIP #:	N/A
TRADE DATE:	2/27/2009	SETTLEMENT DATE:	2/27/2009

AUTHORIZED BY: Mary E Mayes

CASH/INVESTMENT MANAGER

TRAVIS COUNTY HEALTHCARE DISTRICT MONTHLY INVESTMENT REPORT
PORTFOLIO STATISTICS

DATE: February 28, 2009

By Security Type		
Operating-		
TexasDAILY	43,716,284.72	30.13%
TexPool	40,900,463.90	28.19%
TexSTAR	10,556,631.21	7.28%
Treasury Securities	0.00	0.00%
Government Agencies	49,915,975.35	34.40%
Commercial Paper	0.00	0.00%
Total	$ 145,089,355.18	100.00%

Compared to Policy Limits		Actual %	Guidelines
Operating-			
TexasDAILY	43,716,284.72	30.13%	30.00%
TexPool	40,900,463.90	28.19%	60.00%
TexSTAR	10,556,631.21	7.28%	30.00%
Treasury Securities	0.00	0.00%	100.00%
Government Agencies	49,915,975.35	34.40%	75.00%
Commercial Paper	0.00	0.00%	20.00%
	$ 145,089,355.18	100.00%	

Investment Revenue & Accrued Interest	February 2009	Fiscal YTD
Operating-		
TexasDAILY	26,975.16	202,707.71
TexPool	22,538.98	171,852.63
TexSTAR	4,649.04	14,164.44
Treasury Securities	0.00	0.00
Government Agencies	142,500.00	789,420.00
Commercial Paper	0.00	0.00
	196,663.18	1,178,144.78
Discount Accretion & Accrued Interest		
Treasury Securities	0.00	0.00
-less previous accruals	0.00	0.00
Government Agencies	118,045.65	528,016.60
-less previous accruals	(141,708.33)	(736,872.62)
Commercial Paper	0.00	0.00
-less previous accruals	0.00	0.00
	(23,662.68)	(208,856.02)
Total Investment Revenue & Accrued Interest	$ 173,000.50	$ 969,288.76

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
March 26, 2009

Agenda Item C4

Approve a proposed Renewal of the Retirement Consulting Services Agreement between Southwest Retirement Consultants, Southwest Retirement Advisors, LLC, and Travis County Healthcare District.
(Back-up – Memo & Agreement)

travis county HEALTHCARE DISTRICT

Memo:

To: Travis County Healthcare District Board of Managers

From: Donna Scarbrough, Purchasing Administrator

CC: Patricia A. Young Brown, Stacy Wilson, Ginger Baker

Date: March 19, 2009

Re: Agenda Item C4: Approve a proposed Renewal of the Retirement Consulting Services Agreement between Southwest Retirement Consultants, Southwest Retirement Advisors, LLC, and Travis County Healthcare District.

Background

The District engaged Southwest Retirement Consultants and Southwest Retirement Advisors, LLC to provide comprehensive consulting services to assist the District in adopting a retirement plan, as well analyzing the 457 Deferred Compensation Plan and making investment recommendations for that plan.

The initial agreement included a not-to-exceed amount of $75,000 for a 3-year period, with $35,000 allocated in first contract year, $30,000 for the second year, and $10,000 for the third year. If any funds are not used during a particular contract year, the funds roll forward into the next contract year. The budgeted amount in FY 2009 is $35,000 (account number 6350) and reflects the unused funds from prior years. Tasks and deliverables under the agreement include:

- Source selection and evaluation support in the procurement of retirement plan administration services;
- Review of existing Section 457 plan and provide fiduciary obligations, including making recommendations to the District as to the selection of investment funds; and
- As-needed consultation to assist in research and implementation including the development of policies, processes, and procedures related to the ongoing administration of the retirement plan and any required plan changes resulting from the transition of CCSD employees.

There are no changes in the scope or tasks associated with this renewal. The original agreement included an initial one-year term with two optional, one-year renewals. The requested renewal is the final renewal term for this agreement.

Recommendation

Staff recommends that the Board of Managers approve the renewal and authorize the District President and CEO to sign the renewal on terms similar to those presented by staff or on terms more favorable to the District.

SECOND RENEWAL OF RETIREMENT CONSULTING SERVICES AGREEMENT BETWEEN SOUTHWEST RETIREMENT CONSULTANTS, SOUTHWEST RETIREMENT ADVISORS, LLC, AND TRAVIS COUNTY HEALTHCARE DISTRICT

This Second Renewal ("Second Renewal") is entered into among Southwest Retirement Consultants ("Consultant"), Southwest Retirement Advisors, LLC ("Advisory Consultant"), and the Travis County Healthcare District (the "District"). This Second Renewal is effective as of April 26, 2009.

WHEREAS, the District and Consultant entered into an agreement for the provision of retirement consulting services ("Agreement") effective April 26, 2007; and

WHEREAS, the District and Consultant amended the Agreement to add the Advisory Consultant as an additional party and to add a requirement that the Advisory Consultant perform certain fiduciary obligations concerning the District's Section 457 Deferred Compensation Plan effective January 15, 2008;

WHEREAS, the District, the Consultant, and the Advisory Consultant renewed the Agreement effective April 26, 2008; and

WHEREAS, Section 2.1 of the Agreement provides that the parties may renew the Agreement for up to two additional one-year terms; and

WHEREAS, the District, the Consultant, and the Advisory Consultant desire to renew the Agreement on the same terms and conditions for a second one-year renewal period;

NOW, THEREFORE, for and in consideration of the mutual benefits received by the parties under the Agreement, and other good and adequate consideration, the parties agree to the terms and conditions stated in this Second Renewal.

RENEWAL

1.0 The parties renew the terms of the Agreement for a period beginning on April 26, 2009 and ending on April 25, 2010.

2.0 The Agreement, as renewed, shall remain in full force and effect, being hereby ratified, approved and affirmed.

SOUTHWEST RETIREMENT CONSULTANTS

By:_____ Date:_____
John McGlothlin, Sole Proprietor

SOUTHWEST RETIREMENT ADVISORS, LLC

By:_____ Date:_____
John McGlothlin, President

TRAVIS COUNTY HEALTHCARE DISTRICT

By:_____ Date:_____
Patricia A. Young Brown, President and CEO

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
March 26, 2009

Agenda Item C5

Approve renewal contracts for orthotic care and custom-made orthotics, specifically:

a. **Renewal of Agreement for Orthotic Care and Custom-Made Orthotics with Hanger Prosthetics & Orthotics, Inc.;**
b. **Renewal of Agreement for Orthotic Care and Custom-Made Orthotics with Prescott's Austin Orthotics & Prosthetics;**
c. **Renewal of Agreement for Orthotic Care and Custom-Made Orthotics with Applied Orthotics, L.L.C.;**
d. **Renewal of Agreement for Orthotic Care and Custom-Made Orthotics with Orthotic & Prosthetic Technologies, Inc.; and**
e. **Renewal of Agreement for Orthotic Care and Custom-Made Orthotics with The Orthotic Specialist.**

(Back-up – Memo & Agreements)

travis county HEALTHCARE DISTRICT

Memo:

To: Travis County Healthcare District Board of Managers

From: Donna Scarbrough, Purchasing Administrator

CC: Patricia A. Young Brown, Stacy Wilson, Larry Wallace

Date: March 19, 2009

Re: Agenda Item C5: Discuss and take appropriate action regarding renewal contracts for orthotic care and custom-made orthotics, specifically:

a. First Renewal of Agreement for Orthotic Care and Custom-Made Orthotics with Hanger Prosthetics & Orthotics, Inc.;
b. First Renewal of Agreement for Orthotic Care and Custom-Made Orthotics with Prescott's Austin Orthotics & Prosthetics;
c. First Renewal of Agreement for Orthotic Care and Custom-Made Orthotics with Applied Orthotics, L.L.C.;
d. First Renewal of Agreement for Orthotic Care and Custom-Made Orthotics with Orthotic & Prosthetic Technologies, Inc.; and
e. First Renewal of Agreement for Orthotic Care and Custom-Made Orthotics with The Orthotic Specialist.

Background

The District entered into these contracts during the 2008 fiscal year to continue access to specialty care services, specifically, prosthetics and orthotics. These contracts expire April 6, 2009. This will be the first of four potential renewals. The initial term of these contracts had a combined cap of $30,000. The parties wish to renew these contracts with a combined cap of $40,000.

The decision paper that is part of the backup material for this agenda item provides additional background information related to the requested action.

Recommendation

Staff recommends that the Board of Managers approve the First Amendment and Renewal of Agreements for Orthotic Care and Custom-made Orthotics by and between Travis County Healthcare District and (a) Hanger Prosthetics & Orthotics, Inc.; (b) Prescott's Austin Orthotics & Prosthetics; (c) Applied Orthotics, L.L.C.; (d) Orthotic & Prosthetic Technologies, Inc.; and (e) The Orthotic Specialist and authorize the District President and CEO to negotiate and execute final agreements on terms similar to those presented or on terms more favorable to the District.

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
March 26, 2009

Agenda Item C6

Approve the adoption of the 2009 U.S. Poverty Income Guidelines for the Medical Assistance Program income eligibility determinations.
(Back-up – Memo)

travis county HEALTHCARE DISTRICT

M E M O R A N D U M

TO: Travis County Healthcare District Board of Managers

FROM: Larry Wallace, Chief Services Delivery Officer

DATE: March 26, 2009

RE: 2009 Federal Poverty Income Guidelines (FPIG)

Background

Each year the poverty guidelines are issued in the *Federal Register* by the U.S. Department of Health and Human Services (HHS). The guidelines are a simplification of the poverty thresholds for use for administrative purposes such as in determining financial eligibility for certain federal programs.

The Medical Assistance Program uses these poverty guidelines to be consistent with federal and state programs, including indigent health care programs. Below is an abbreviated listing of the federal guidelines for determining level of poverty by family/household size.

2009 HHS Poverty Guidelines

# of Persons in Family or Household	Annual Income Levels		
	48 Contiguous States and D.C.	Alaska	Hawaii
1	$10,830	$13,530	$12,460
2	$14,570	$18,210	$16,760
3	$18,310	$22,890	$21,060
4	$22,050	$27,570	$25,360
5	$25,790	$32,250	$29,660
6	$29,530	$36,930	$33,960
7	$33,270	$41,610	$38,260
8	$37,010	$46,290	$42,560
For each additional person, add	$3,740	$4,680	$4,300

SOURCE: *Federal Register*, Vol. 74, No. 14, January 23, 2009, p. 4200

Recommendation

In order to be consistent with federal and state guidelines for determining poverty, staff is recommending that the 2009 HHS Poverty Guidelines be adopted for the Travis County Healthcare District's Medical Assistance Program once board approval is obtained. The guidelines set the annual income levels for one hundred percent of poverty. Poverty levels other than 100% poverty are calculated from these levels.

cc: Patricia A. Young Brown, President and CEO
Carolyn Konecny, Chief Financial Manager
Stacy Wilson, Assistant County ttorney, Travis County

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
March 26, 2009

Agenda Item C7

Approve a proposed renewal and amendment to the Professional Organizational and Operations Assessment Consulting Agreement related to the operations of the Community Health Centers with Phase 2 Consulting. (Back-up – Memo)

travis county HEALTHCARE DISTRICT

Memo:

To: Travis County Healthcare District Board of Managers

From: Donna Scarbrough, Purchasing Administrator

CC: Patricia A. Young Brown, Stacy Wilson, Larry Wallace

Date: March 19, 2009

Re: Agenda Item C7: Approve the District's unilateral renewal of the Professional Organizational and Operations Assessment Consulting Agreement related to the operations of the Community Health Centers.

Background

The District engaged Phase 2 Consulting Group in April 2008 to develop an operational business model design to support a proposed 501(c)(3) corporation for the existing Community Health Centers clinic system and provide assistance as needed for implementation of the model.

The initial agreement included a not-to-exceed (NTE) amount of $209,500 for completion of the analysis and model design (phase I and II tasks) and hourly rates to obtain implementation and ad hoc technical assistance (phase III). Implementation assistance is optional subject to budget availability and is implemented via task orders that specify tasks, schedules, deliverables, and agreed-upon costs.

The agreement has a one-year term with two optional, one-year unilateral renewals. A unilateral renewal means that it is within the District's sole discretion whether to extend the contract for an additional one-year period as opposed to both parties agreeing to renew.

Phase I and Phase II work was completed for the NTE amount. The District wishes to retain the ability to access the Contractor on an ad hoc basis should a need arise. Without the requested renewal action, the original agreement expires April 1, 2009.

There is no FY2009 budget line item associated with this Contractor. Should the District desire to issue a task order as outlined above, budgeted funds must first be identified.

Recommendation

Staff recommends that the Board of Managers authorize the District's unilateral renewal of the Professional Organizational and Operations Assessment Consulting Agreement related to the operations of the Community Health Centers as presented by staff and authorize the District President and CEO to implement the unilateral renewal.

FIRST AMENDMENT AND RENEWAL OF THE PROFESSIONAL ORGANIZATIONAL AND OPERATIONS ASSESSMENT CONSULTING SERVICES AGREEMENT

This First Amendment and Renewal ("First Amendment and Renewal") of the Professional Organizational and Operations Assessment Consulting Services Agreement ("Agreement") is made and entered into by and between Travis County Healthcare District ("District"), a hospital district created under chapter 281 of the Texas Health and Safety Code, and Phase 2 Consulting, a Delaware corporation ("Consultant")(collectively, the "Parties").

WHEREAS, the Parties entered into the Agreement in which Contractor provides professional consulting services to the District on April 1, 2008; and

WHEREAS, the District desires to amend certain language concerning task orders to provide for budgetary matters; and

WHEREAS, Section 12.11 of the Agreement allows the Parties to amend the Agreement through a written instrument signed by both Parties; and

WHEREAS, Section 3.2 of the Agreement gives the District the option to unilaterally extend the Agreement for two additional one-year-periods (each a "Renewal Term"); and

WHEREAS, the District desires to renew the Agreement for the first of the two optional one-year renewal periods;

NOW, THEREFORE, for and in consideration of the mutual benefits received by these changes and other good and adequate consideration as specified herein, the Parties agree to the terms and conditions stated in this First Amendment and Renewal.

AMENDMENT AND RENEWAL

1. The Parties renew the terms of the Agreement, as amended, for a period beginning April 1, 2009, and ending March 31, 2010. Except as amended herein, all provisions of this Agreement shall remain unchanged and in full force and effect during the Renewal Term.

2. The Parties amend Section 2.1 in its entirety to read as follows:

> 2.1 Consultant's basic services shall consist of all elements of work, materials, and preparation required to provide the services set out in Exhibit A attached hereto and incorporated by reference (collectively, the "Services"). Exhibit A consists of Consultant's original proposal and Consultant's best and final offer. Prior to beginning any of the Services listed under Phase III in Exhibit A, Consultant will seek and obtain from the District President and CEO a written task order ("Task Order") that contains the following elements to which the parties have agreed: (i) a scope of work with defined tasks; (ii) deliverables, as appropriate; (iii) a timeline for performance of the tasks and delivery of the deliverables; and (iv) a total not-to-exceed price or number of hours or both issued by

the District to the Consultant. Prior to agreeing to a Task Order, the District will identify and confirm that budgeted funds exist and are available to fund the cost of the Task Order.

3. The Parties amend Section 4.1 in its entirety to read as follows:

4.1 For the Initial Term, the District has established a not-to-exceed amount of $209,500 (Two Hundred Nine Thousand Five Hundred Dollars) for both the Services and the related travel and overhead expenses included within Phase I and Phase II as set out in Exhibit A ("Total Initial Term Price"). District shall pay only those amounts invoiced by the Consultant for actual hours worked and expenses incurred to perform the Services outlined in Phase I and Phase II in Exhibit A. Task Orders issued to perform the Services outlined in Phase III will be issued only subject to the District's identification and confirmation of budgeted funds and will be based on the following hourly rates:

Billing Rates by Position	
Senior Managing Director	$450
Senior Director	$375
Managing Director	$320
Senior Managing Consultant	$300
Senior Specialty Consultant	$280
Consultant	$250
Senior Analyst	$200
Analyst	$120
Research Librarian	$120
Project Coordinator	$120

4. Except as amended above, the Agreement as modified shall remain in full force and effect, being hereby ratified, approved, and affirmed.

IN WITNESS WHEREOF, the parties have executed this First Amendment and Renewal effective as of April 1, 2009 (the "Effective Date").

PHASE 2 CONSULTING

By: _____

Printed Name:_____

Title:_____

Date:_____

TRAVIS COUNTY HEALTHCARE DISTRICT

By: _____

Printed Name:_____

Title:_____

Date:_____

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
March 26, 2009

Agenda Item C8

Approve the District's unilateral renewal of the Services Agreement for Development of Human Resources Structures and Systems with Aon Consulting, Inc. (Back-Up – Memo)

travis county HEALTHCARE DISTRICT

Memo:

To: Travis County Healthcare District Board of Managers

From: Donna Scarbrough, Purchasing Administrator

CC: Patricia A. Young Brown, Stacy Wilson, Ginger Baker

Date: March 19, 2009

Re: Agenda Item C8: Approve the District's unilateral renewal of the Services Agreement for Development of Human Resources Structures and Systems with Aon Consulting, Inc.

Background

The District engaged Aon Consulting, Inc. in April 2008 to provide technical advice and consulting assistance in the development of human resources, classification, compensation and performance management structures and systems needed to implement the adopted Total Compensation Philosophy and Strategy, which will apply to both the District and the 501(c)(3) corporation. The scope of work encompassed the following areas: job analysis and classification, market survey analysis, compensation/pay structure development (including incentive-based programs), performance evaluation systems, and human resource information systems (HRIS).

The initial agreement included a not-to-exceed (NTE) amount of $176,000 for a 3-year period. The NTE amount was based on the Contractor performing all work. The agreement was structured with the intent that internal staff would perform much of the actual work, but the Contract also has the flexibility to leverage technical advice and assistance from the Contractor on an "as needed" basis, so that actual costs incurred would be less.

The agreement has a one year term with two optional, one-year unilateral renewals. A unilateral renewal means that it is within the District's sole discretion whether to extend the contract for an additional one-year period as opposed to both parties agreeing to renew.

There are no changes in the scope or tasks associated with this renewal. The requested renewal is the first renewal term for this agreement. The budgeted amount in FY 2009 is $80,000 (account number 6350).

Recommendation

Staff recommends that the Board of Managers authorize the District's unilateral renewal of the Services Agreement for Development of Human Resources Structures and Systems with Aon Consulting, Inc. as presented by staff and authorize the District President and CEO to implement the unilateral renewal.

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
March 26, 2009

Agenda Item C9

Approve the District's unilateral renewal of the Professional Legal Services Agreement with Fulbright & Jaworski, L.L.P.
(Back-up – Memo)

Travis County
Attorney's Office

Memo

To: Travis County Healthcare District Board of Managers

From: Stacy E. Wilson

cc: Patricia A. Young Brown

Date: March 20, 2009

Re: Agenda Item C9: Approve the Renewal and Second Amendment of the Professional Legal Services Agreement with Fulbright & Jaworski L.L.P

Background

The Travis County Healthcare District (District) entered into a Professional Legal Services Agreement with Fulbright & Jaworski L.L.P. under which the firm provides certain legal services to the District in connection with the transition of the FQHC status from the City of Austin to the District regarding the transfer of the Medicare and Medicaid numbers. The parties amended the contract effective December 1, 2008 to increase the payment cap to cover certain unforeseen events. The parties are seeking to renew the contract for another year, effective April 1, 2009, on the same payment terms but are seeking to amend the contract so that the firm can clarify its representation of the District due to its concurrent representation of the City of Austin. During this representation, one issue arose in which the District and the City of Austin were not in agreement and the firm indicated that it could no longer continue to represent the District with regard to that one issue due to its long-standing representation of the City. District staff agreed to that limitation, and staff is not anticipating that the limitation will significantly affect the firm's ability to continue to represent the District, as the other matters on which the firm is representing the District do not involve the City.

Recommendation

Staff recommends that the Board of Managers authorize the District President and CEO to negotiate and sign a Renewal and Second Amendment of the Professional Legal Services Agreement with Fulbright & Jaworski L.L.P on terms similar to those presented or on terms more favorable to the District.

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
March 26, 2009

Agenda Item C10

Express support for Senate Bill 1063/House Bill 1934 relating to the powers of certain hospital districts and the retirement benefits of employees of the districts and related entities and for Senate Bill 957/House Bill 1638 relating to the ability of a county, public hospital, or hospital district to purchase or arrange for the purchase of certain health coverage or benefits for eligible residents.

(Back-up – Local Bills)

Senate Bill 1063

I. This bill addresses two issues for the Travis County Healthcare District: (1) retirement; and (2) health coverage.

Retirement

The retirement portion of the bill cleans up two issues that remained after legislation was passed last session to assist the District in transferring the Federally Qualified Health Center (FQHC) status, employees, and clinics from the City of Austin to the District. In the last legislative session, legislation was passed that allowed the retirement plan of the District and the District's affiliated charitable organization, Central Texas Community Health Centers (CTCHC), to become proportionate with the City of Austin Employees Retirement System (COA ERS). Two gaps appeared after this legislation was passed: (a) how a District or CTCHC employee would re-establish service credit if that employee withdraws his or her money out of the District/CTCHC retirement plan; and (b) whether CTCHC is an agency or instrumentality of a governmental unit for retirement purposes and, therefore, clearly allowed to be proportionate with COA ERS under Employee Retirement Income Security Act (ERISA) requirements.

To address the first retirement issue, Section 1 of the bill permits District and CTCHC employees to re-establish service credit in the same way that participants in the Texas County and District Retirement System (TCDRS) and the Texas Municipal Retirement System (TMRS) do. The TCDRS and TMRS plans are more similar to the District/CTCHC plan, as these plans are not pure defined benefit plans but are either hybrid defined contribution/defined benefit plans or are pure defined contribution plans. In the case of a defined benefit plan, an individual seeking to re-establish service credit would need to buy back his or her time at its actuarial value to help ensure the continued viability of the fund. This is not the case for the hybrid and defined contribution plans, in which the individual is entitled only to the funds that he or she deposited plus the employer's share, if vested in the plan. Therefore, this provision of the bill adds the District and CTCHC plans to the current provision addressing TCDRS and TMRS, in which an individual must send a letter requesting re-establishment rather than paying any money to re-establish service credit in those plans.

To address the second retirement issue, Section 2 of the bill determines that the CTCHC is an agency or instrumentality of a governmental unit. This determination assists the District in obtaining an opinion from the U.S. Department of Labor that the District's plan is a governmental plan in which the CTCHC employees can participate without making the plan subject to ERISA. When the District obtains that opinion, it can implement its original plan that the transferring City employees become employees of CTCHC rather than being employed by the District, which is the current solution while awaiting the federal opinion.

Health Coverage

Section 3 of the bill modifies the County Indigent Health Care Act (Act) to give the District greater flexibility in fulfilling its constitutional and statutory obligation to provide healthcare to indigent residents. Under the Act, the District has the authority to purchase insurance for eligible residents. This bill would modify the Act to allow the District to purchase health coverage or other health benefits, including benefits under Chapter 75 of the Health and Safety Code, for its indigent residents. Chapter 75 permits the creation of low-cost health coverage benefits that are specifically designed for small employers (2-50 employees). These benefits are not "insurance" that is regulated by the Texas Department of Insurance. Consequently, adding this language permits the District to purchase this coverage as well. This bill could result in additional individuals having health coverage and seeking health care in the most appropriate setting rather than in the emergency room where care is more expensive.

II. What is the specific problem being addressed by this legislation?

1. Individuals leaving District and/or CTCHC employment cannot roll their retirement funds over to a new employer's retirement plan or an alternative investment vehicle because they have no method short of paying back their funds into the plan to re-establish that service credit at the District and/or CTCHC. Paying back the funds undermines the purpose of a defined contribution plan, which is to permit the employee greater flexibility with and portability of his or her funds.

2. Lack of clarity on whether CTCHC is an agency or instrumentality of a governmental unit for retirement purposes.

3. Lack of flexibility in available alternatives to provide health benefits to indigent District residents.

81R7233 ALB-D

By: Watson S.B. No. 957

A BILL TO BE ENTITLED

AN ACT

relating to the ability of a county, public hospital, or hospital district to purchase or arrange for the purchase of certain health coverage or benefits for eligible residents.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 61.029, Health and Safety Code, is amended by adding Subsection (c) to read as follows:

(c) A county may provide or arrange to provide health care services for eligible county residents through the purchase of health coverage or other health benefits, including benefits described by Chapter 75.

SECTION 2. Section 61.056, Health and Safety Code, is amended by adding Subsection (d) to read as follows:

(d) A public hospital or hospital district may provide or arrange to provide health care services for eligible residents through the purchase of health coverage or other health benefits, including benefits described by Chapter 75. For purposes of this subsection, the board of directors or managers of the hospital or district has the powers and duties provided to the commissioners court of a county under Chapter 75.

SECTION 3. This Act takes effect September 1, 2009.

BILL ANALYSIS

Senate Research Center
81R7233 ALB-D

S.B. 957
By: Watson
State Affairs
3/18/2009
As Filed

AUTHOR'S / SPONSOR'S STATEMENT OF INTENT

Counties, public hospitals, and hospital districts are struggling to come up with innovative and effective ways to provide access to health care for eligible individuals. Chapter 75 (Regional or Local Health Care Programs for Employees of Small Employers), Health and Safety Code, created by S.B. 10, 80th Legislature, Regular Session, 2007, allows for the creation of low-cost health coverage products specifically designed for small employers with two to 50 employees (three share plans).

As proposed, S.B. 957 modifies Sections 61.029 and 61.056, Health and Safety Code, to allow counties, public hospitals, or hospital districts to purchase health coverage or other health benefits, including benefits described by Chapter 75, for those who are eligible for those programs.

RULEMAKING AUTHORITY

This bill does not expressly grant any additional rulemaking authority to a state officer, institution, or agency.

SECTION BY SECTION ANALYSIS

SECTION 1. Amends Section 61.029, Health and Safety Code, by adding Subsection (c), to authorize a county to provide or arrange to provide health care services for eligible county residents through the purchase of health coverage or other health benefits, including benefits described by Chapter 75 (Regional or Local Health Care Programs for Employees of Small Employers).

SECTION 2. Amends Section 61.056, Health and Safety Code, by adding Subsection (d), to authorize a public hospital or hospital district to provide or arrange to provide health care services for eligible residents through the purchase of health coverage or other health benefits, including benefits described by Chapter 75. Provides that the board of directors or managers of the hospital or district has the power and duties provided to the commissioners court of a county under Chapter 75 for the purposes of this subsection.

SECTION 3. Effective date: September 1, 2009.

LEGISLATIVE BUDGET BOARD
Austin, Texas

FISCAL NOTE, 81ST LEGISLATIVE REGULAR SESSION

March 20, 2009

TO: Honorable Robert Duncan, Chair, Senate Committee on State Affairs

FROM: John S. O'Brien, Director, Legislative Budget Board

IN RE: **SB957** by Watson (Relating to the ability of a county, public hospital, or hospital district to purchase or arrange for the purchase of certain health coverage or benefits for eligible residents.), **As Introduced**

No fiscal implication to the State is anticipated.

The bill would amend the Health and Safety Code to authorize a county, a public hospital, or a hospital district to provide or arrange to provide health care services for eligible residents through the purchase of health coverage or other health benefits.

Local Government Impact

It is assumed that a county, a public hospital, or a hospital district would implement provisions of the bill if sufficient resources exist to absorb any associated costs.

Source Agencies:

LBB Staff: JOB, KJG, DB

81R4815 TJS-F

By: Watson S.B. No. 1063

A BILL TO BE ENTITLED

AN ACT

relating to the powers of certain hospital districts and to the retirement benefits of employees of the districts and related entities.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 803.203, Government Code, is amended by amending Subsections (a), (c), and (e) and adding Subsection (h) to read as follows:

(a) Except as provided by Subsection (g), a person who is a member of a retirement system participating in the program provided by this chapter may reestablish service credit, including prior service credit if applicable, previously canceled in another retirement system that is participating in the program provided by this chapter if the person:

(1) is not a current member of the system under which the service was performed; [~~or~~]

(2) in the case of the Texas County and District Retirement System, does not have an open account with the subdivision for which the person performed the service for which the credit is sought; or

(3) in the case of an employee to whom Section 803.204

applies, does not have an open account with the employing hospital district, charitable organization, or administrative agency, as applicable, for which the person performed the service for which the credit is sought.

(c) Except as provided by Subsection (f), the retirement system in which the service credit was originally credited shall grant the service credit after receiving an application and a certification required by Subsection (b) and:

(1) to reestablish service credit other than in the Texas County and District Retirement System, [~~or~~] the Texas Municipal Retirement System, or the retirement system in which a hospital district, charitable organization, or administrative agency described by Section 803.204 participates, a contribution in the amount generally required to reestablish service credit in the system, including any applicable interest and membership fees;

(2) to reestablish service credit in the Texas County and District Retirement System, [~~or~~] the Texas Municipal Retirement System, or the retirement system in which a hospital district, charitable organization, or administrative agency described by Section 803.204 participates, a statement that the applicant does not wish to make a contribution for the service credit; or

(3) at the applicant's option, to reestablish current service credit in the Texas County and District Retirement System, the actuarial present value of the additional standard service benefits that would be attributable to the credit based on rates

and tables recommended by the actuary and adopted by the board of trustees of the system.

(e) Service credit [~~reestablished~~] in the Texas County and District Retirement System, [~~or~~] the Texas Municipal Retirement System, or the retirement system in which a hospital district, charitable organization, or administrative agency described by Section 803.204 participates that is reestablished under Subsection (c)(2) may be used only to meet eligibility requirements for benefits. Service credit reestablished in the Texas County and District Retirement System or the Texas Municipal Retirement System [~~either system~~] under Subsection (c)(3) or (d) has the same value as service credit performed for the particular subdivision or municipality at the time of deposit. The credit is creditable to the member's and employer's accounts in each subdivision or municipality for which the service was performed.

(h) This section applies to an employee described by Section 803.204 on the date the federal government establishes as the effective date of the transfer of federally qualified health center status from a municipality described by Section 803.0021(1) to a hospital district, charitable organization, or administrative agency described by Section 803.204.

SECTION 2. Section 803.204, Government Code, is amended by adding Subsection (d) to read as follows:

(d) For purposes of this section, a charitable organization created by a hospital district or an administrative agency created

under Section 791.013 is an agency or instrumentality of a governmental unit.

SECTION 3. Section 61.056, Health and Safety Code, is amended by adding Subsection (d) to read as follows:

(d) A hospital district created in a county with a population of more than 800,000 that was not included in the boundaries of a hospital district before September 1, 2003, may provide health care services for eligible residents through the purchase of health coverage or other health benefits, including benefits described by Chapter 75. For purposes of this subsection, the board of managers of the district has the powers and duties provided to the commissioners court of a county under Chapter 75.

SECTION 4. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2009.

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
March 26, 2009

Agenda Item 1

Discuss and take appropriate action regarding a request from Daughters of Charity Health Services of Austin d/b/a Seton for approximately $350,000 to support funding the expansion of reconstructive and plastic surgery programs on the campus of the University Medical Center Brackenridge that will help enable University Medical Center Brackenridge obtain Level 1 trauma status.

(Back-up – Request for Consideration & Presentation)

Travis County Healthcare District
Request for Board of Managers Consideration
March 12, 2009

Board of Managers Regular Agenda Item:

1. Discuss and take appropriate action regarding a request from Daughters of Charity Health Services of Austin d/b/a Seton for approximately $350,000 to support funding the expansion of reconstructive and plastic surgery programs on the campus of the University Medical Center Brackenridge that will help enable University Medical Center Brackenridge obtain Level 1 trauma status.

Recommended Board Action: Approve a $350,000 funding request from the Seton Family of Hospitals to support the proposed establishment of a Reconstructive Plastic Surgery practice at the University Medical Center at Brackenridge (UMCB), which will enable Brackenridge to obtain a Level 1 trauma designation and provide an anticipated 5,900 patient visits or surgeries in the first year of the Reconstructive Plastic Surgery practice.

TCHD Strategic Direction: SDS01(b): Maintain and promote the District's role of "community steward" to further the overall viability of the safety net provider system. (b) measure and express the value of the lease with Seton for operation of Brackenridge Hospital and in collaborative planning efforts with Seton to determine how the District can best participate in the support of Brackenridge in filling in the gaps in the continuum of care.

Resource Impact: The District has $350,000 available in the 2009 service expansion budget.

Anticipated Result: The establishment of a Level 1 trauma facility in Austin would increase access to a wider array of services to all Travis County and Central Texas residents.

Background Summary:

Background: The Texas Trauma System has four recognized levels of trauma facility designation. They are Comprehensive (Level I), Major (Level II), General (Level III) and Basic (Level IV). The University Medical Center at Brackenridge is currently a designated Level II trauma facility. The differences between the required level of care for a Level I and Level II facility are outlined below.

A. Comprehensive (Level I)
The Comprehensive trauma facility is a tertiary care hospital that maintains a distinct leadership role in the trauma system development, optimal care delivery, evaluation, training and research*. It is the regional resource trauma center in a system and has the capability to provide definitive care for every aspect of injury, prevention through rehabilitation. Designation as a comprehensive facility requires a tremendous commitment of resources.*

B. Major (Level II)
Like the Comprehensive facility a Major Trauma Center is a hospital that can provide definitive care to victims of trauma. *However, there are a few circumstances which may require the transfer of a patient to a more specialized hospital/physician.*

The Seton Family of Hospitals is working towards a Level 1 Trauma designation for UMCB. To this end, they need to provide a higher level of access to reconstructive plastic surgery to allow

individuals needing limb reattachments to obtain surgery here rather than having to be transported to another Texas city.

Seton is proposing to create clinical space for a Reconstructive Plastic Surgery unit on the third floor of the Clinical Education Center (CEC) at Brackenridge. The proposed space is a former clinic and physician office space and is currently occupied by the newly created Office of Research Administration, which will need to relocate to another space in the CEC. Both areas within the CEC (a total of over 5,500 square feet) will need remodeling to support their new functions. The $350,000 being requested from the District would support the required remodeling.

The Office of Research Administration currently has six full-time staff and is anticipated to recruit seven additional staff over the next two years to keep up with the growth in research that will be required to acquire and maintain a Level 1 trauma designation. Seton has developed a five year forecast for the Reconstructive Plastic Surgery practice that will increase the number of proposed surgeons from 4.9 FTEs in year one to 9.3 FTEs in year five.

Based on data provided from the Texas State Patient Data Set, Seton has learned that no less than 60 patients per year in need of limb reattachment and an additional 600 patients per year in need of reconstructive surgeries have been transported outside of Central Texas for these services. Based on this data and the fact that a local, established hand surgeon will be bringing his current practice into the new unit, Seton has forecasted the following patient volumes for the first three years of the Reconstructive Plastic Surgery practice:

	Year 1	Year 2	Year 3
Physician Office Visits	5,250	6,900	8,550
Surgeries	650	1,100	1,550

Board Committee Coordination:

COMMITTEE	CHAIR	COMMENTS	DATE CONSIDERED
Board of Managers	**Carl Richie**		**2/12/2009**

Request for funding assistance to help establish

The Central Texas Institute of Reconstructive Plastic Surgery at University Medical Center Brackenridge

Presented to:
Travis County Healthcare District
February 12, 2009

Bruce Broslat
Dr. Carlos Brown
Greg Hartman
Dr. Patrick Kelley

Seton Family of Hospitals

Project rationale

The creation of a multi-physician, reconstructive and plastic surgery practice, as well as continued growth of clinical research services, will help assure Level 1 Trauma Center designation for UMCB.

Level 1 designation is in line with Seton's strategic direction for the UMCB campus and the Travis County Healthcare District's Strategic Guiding Principles, including:

Enhanced health status of Travis County residents by adding limb reattachment and reconstructive surgery capacities and discontinuing the need to be transported to other Texas cities for emergency reattachment surgery;

Improved access to quality healthcare by growing the pipeline for new physicians in Central Texas through continued development of academic medicine and clinical research opportunities; and

Making quality, affordable healthcare more available to residents of Central Texas by concentrating highly specialized resources in a Level 1 Trauma Center and eliminating the need for risky and expensive transfers outside of Austin.

Project Details

Creation of physician office and patient treatment space to house a new multi-physician, reconstructive and plastic surgery practice on the campus of UMCB is a part of Seton's efforts to assure Level 1 designation for UMCB

- Renovate 3,038 square feet on 3rd floor of CEC that was previously physician office/clinic space

- Provide space for up to 7 surgeons and their clinical and up to 14 support staff by FY10 and growing by 1.5 - 2 surgeon FTE's per year

- Renovation of the designated space requires the relocation of the newly established Office of Research Administration to 2,500 square feet of office space on the 2nd floor of the CE

The Need for Improved Access to Care

- No less than 60 patients per year in need of digit and limb reattachment surgery have been transported out of our region for surgery

- Approximately 600 other patients per year in need of reconstructive surgeries (facial, foot, hand and breast reconstruction) must go out of our region for required care

- Many other patients in need of reattachment and reconstructive procedures choose to not have the surgery performed due to the inconvenience of traveling and being treated outside of Central Texas

The Need for Level 1 Trauma Care Designation

- Studies show that mortality rates at Level 1 trauma centers are significantly better than at lower level trauma centers

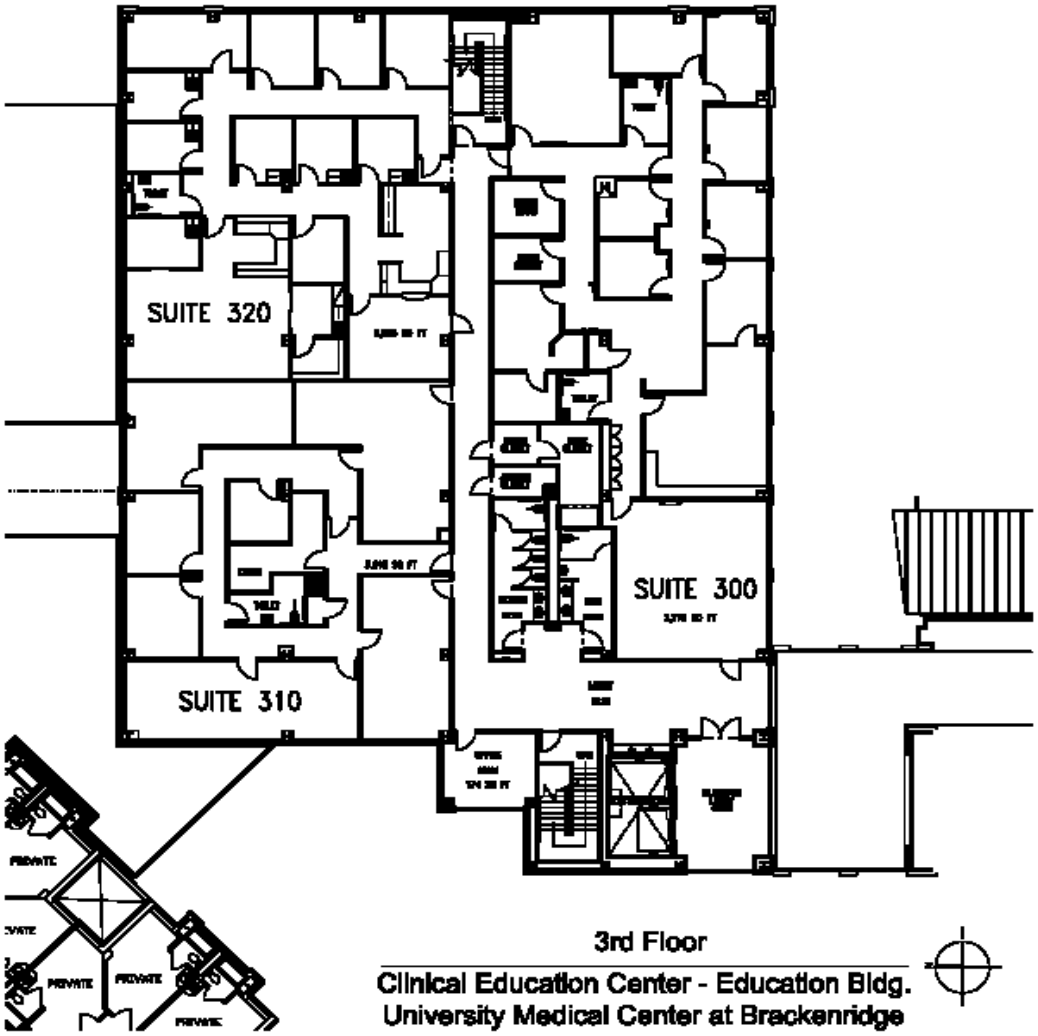
- Level 1 verification will bring UMCB (and DCMCCT) to the forefront of academic medicine and surgery, allowing for recruitment of academic surgeons and scientists necessary for increased services, more sophisticated care and new levels of research

- Level 1 is necessary for stable infrastructure for medical education, necessary to build and maintain a steady surplus of physicians into Central Texas and increasing residency programs

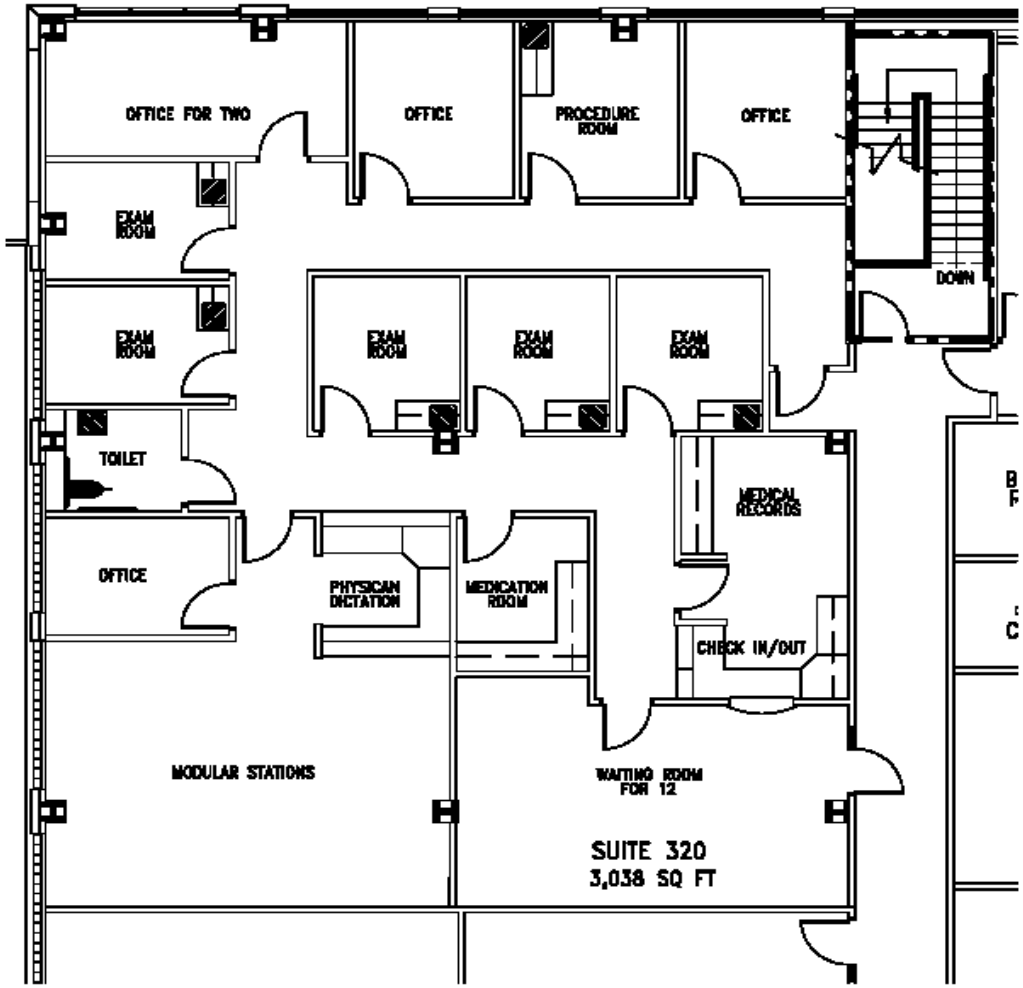
Level 1 Trauma Activities Currently at UMCB

General surgeon or appropriate substitute (PGY 4-5 resident) must be available for major resuscitations in house 24 hours a day.
The hospital must have plastic surgery, hand surgery, and spinal injury care capabilities.
An operating room must be adequately staffed and immediately available at all times.
The operating room team must be available immediately at all times for emergency operations. This is their primary function.
24-hour availability of cardiopulmonary bypass and operating microscope.
A surgically directed ICU physician team is required.
The physician team must be led by a qualified surgeon who is board-certified in critical care or who has equivalent training.
Surgical director must have had a residency or fellowship in critical care, and must have expertise in the perioperative and post injury care of injured patients.
Surgical director must also have added certification in surgical critical care from the American Board of Surgery or fulfill the Alternate Pathway for critical care.
Patients must have in-house physician coverage for intensive care at all times.
Surgical specialists including orthopedic, neurosurgery, cardiac, thoracic, hand, microvascular, plastic, obstetric and gynecologic, ophthalmology, otolaryngology, and urology must be available.

Medical Office Building, 3rd Floor

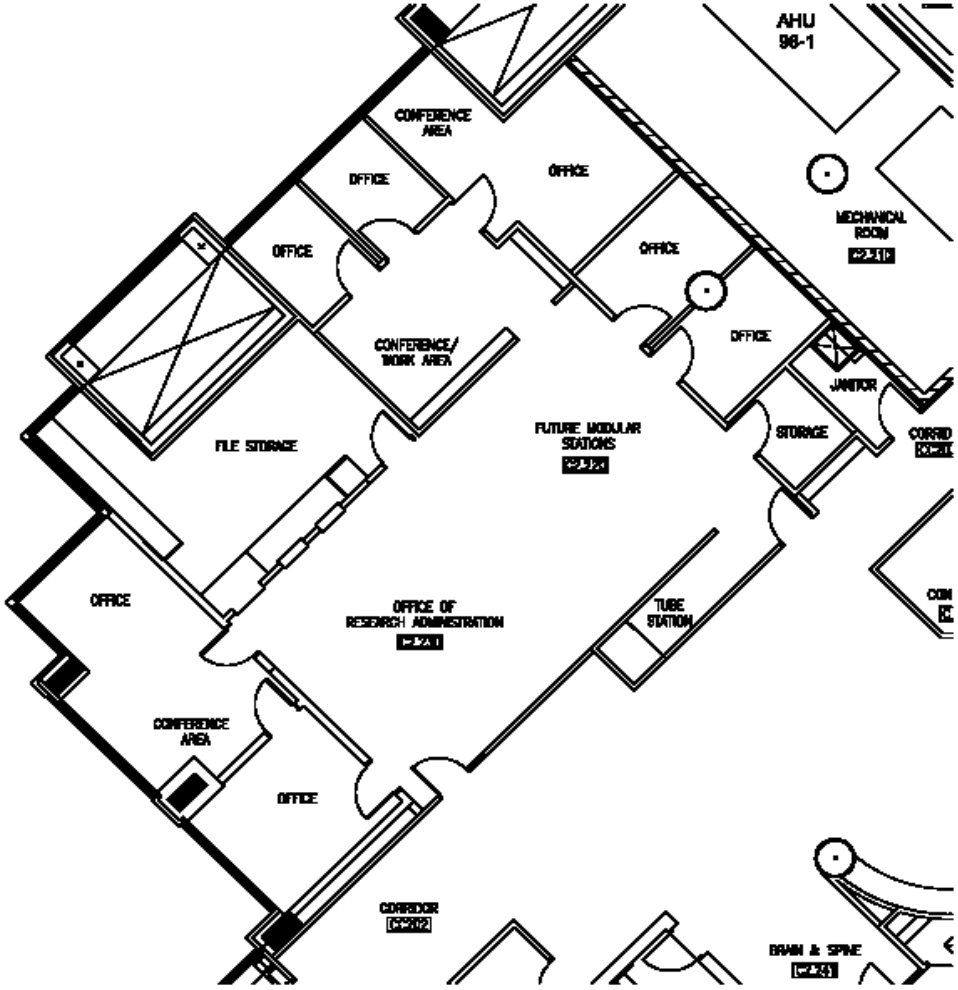


Seton Family of Hospitals



Proposed Reconstructive Surgery Clinic

Seton Family of Hospitals



Proposed Office of Research Administration

Seton Family of Hospitals

Project time line

- UMCB's Level 1 Trauma Center verification survey by the American College of Surgeons is expected to be conducted in May or June

- Project completion needs to be no later than the end of April

- To meet this time line, UMCB has already begun relocating the Office of Research Administration and needs to begin the renovation of the physician practice suite ASAP

The Numbers

Patient volumes related to the Reconstructive and Plastic Surgery Physician Practice are forecasted to be:

	Year1	Year 2	Year3
Physician office visits	5,250	6,900	8,550
Surgeries*	650	1,100	1,550

- **Seton's total annual operational investment in the Reconstructive Plastic Surgery 501a physician practice will average approximately $1.3 million annually**
- **The annual budget for the Office of Research Administration is currently $862,000, and will grow as additional research infrastructure is required**
- **Seton is requesting from the District a one-time $350,000 investment to help fund expansion of reconstructive and plastic surgery programs on the campus of the UMCB which will help enable it to obtain Level 1 trauma status**

*** a local, established hand surgeon will be bringing his entire practice with 300 inpatient and outpatient surgeries**

Seton Family of Hospitals

Questions and Discussion

Thank you.

Seton Family of Hospitals

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
March 26, 2009

Agenda Item 2

Receive and discuss a report of the January and February 2009 financial statements for the Travis County Healthcare District.
(Back-up – Financial Statements)

Travis County Healthcare District
January 2009

Statement of Revenues, Expenses and Changes in Net Assets

Operating Revenues:
DSH/UPL – Received January 09 DSH.
Operating Lease – January lease payment for Seton (Brackenridge) and UTMB (Austin Women's Hospital).

Operating Expenses:
Healthcare delivery – This is $6.6 million for the month and within budget.
Salaries & Benefits- This area is within budget.
Other Purchased Goods & Services-This area is within budget.

Non Operating Revenues:
Tax Revenue- Tax revenue is $25.1 million for the month, slightly lower than budget year to date. This represents 79% of total tax revenue collected compared to the prior year which was at 82% at the end of January.

Investment Income-Investment income is $183,000 for the month and $796,000 year to date, not meeting budget and lower than the prior year because of decreased interest rates.

- Change in Net Assets is a favorable $35 million for the year. This is partially due to the timing of revenue with most property tax revenue received December through February and expenses spread more evenly throughout the year.

Statement of Net Assets (Balance Sheet)
Assets:
The Statement of Net Assets reflects $139 million in cash and investments. There is $6.95 million in restricted cash in addition to this amount which reflects the regional (private) UPL escrow account.

Ad valorem taxes receivable of $13.3 million is reflective of taxes receivable for all years less allowances for uncollectible accounts.

Due from Other Governments – The receivable from the City of Austin reflects the amount due from FY 2008.

Liabilities:
Private UPL Payable - $6.95 million
Other liabilities of $13.3 million is reflective of deferred tax revenue for the tax year 2008 (current fiscal year 2009).

Travis County Healthcare District

Statement of Revenues, Expenses & Changes in Net Assets

From 1/1/2009 Through 1/31/2009
(In Whole Numbers)

	January 2009 Actual	January Year to Date Actual	YTD Budget	Total Budget for FY 2009	Prior Year Actual
Operating revenues:					
DSH/UPL Program	630,432	9,346,614	6,389,304	17,488,953	8,038,197
Operating lease revenue	96,283	385,132	385,132	1,155,396	385,132
Total Operating revenues:	726,715	9,731,746	6,774,436	18,644,349	8,423,329
Operating expenses:					
Health care delivery	6,568,127	24,836,545	27,159,600	81,478,786	21,629,078
Salaries and benefits	266,183	879,099	1,194,891	5,048,163	434,467
Other purchased goods and services	134,352	567,523	1,435,019	4,605,750	350,817
Depreciation	159,803	639,213	767,545	2,302,636	630,384
Total Operating expenses:	7,128,465	26,922,380	30,557,055	93,435,335	23,044,746
Operating income (loss)	(6,401,750)	(17,190,633)	(23,782,619)	(74,790,986)	(14,621,417)
Nonoperating revenues (expenses):					
Ad valorem tax revenue	25,193,021	51,690,061	53,046,864	63,597,727	49,006,582
Tax assessment and collection expense	(60,317)	(234,385)	(251,156)	(753,471)	(217,737)
Tobacco settlement revenue	0	0	0	2,970,000	0
Investment income	182,788	795,816	821,140	2,463,415	1,392,954
Other revenue	0	125	(333,333)	(1,000,000)	6,250
Total Nonoperating revenues (expenses):	25,315,491	52,251,617	53,283,515	67,277,671	50,188,049
Changes in net assets	18,913,741	35,060,984	29,500,896	(7,513,315)	35,566,632
Total net assets - beginning of year	0	0	0	0	177,333,856
Total net assets - end of year	18,913,741	35,060,984	29,500,896	(7,513,315)	212,900,488

Travis County Healthcare District

Statement of Net Assets

As of 1/31/2009

(In Whole Numbers)

	Current Year	Prior Year
Assets		
Current Assets		
Cash and cash equivalents	4,904,243	6,144,831
Restricted cash and cash equivalents	6,953,749	17,635,058
Short-term investments	134,170,483	112,474,252
Ad valorem taxes receivable	13,323,631	10,494,633
Due from other governments		
Accounts Receivable-City of Austin	981,249	2,322,663
A/R-Other Governments	0	0
Total Due from other governments	981,249	2,322,663
Other receivables	544,163	344,576
Prepaid expenses	265,258	385,786
Total Current Assets	161,142,776	149,801,799
Capital Assets		
Land	9,854,124	8,497,335
Buildings and improvements	90,223,069	90,002,665
Equipment and furniture	1,305,151	420,447
Less accumulated depreciation	(8,205,191)	(6,304,793)
Total Capital Assets	93,177,153	92,615,655
Total Assets	254,319,929	242,417,454
Liabilities		
Current Liabilities		
Accounts payable	1,950,572	1,317,959
Private UPL payable	6,953,749	17,635,058
Salaries and benefits payable	158,949	127,693
Due to other governments	0	0
Other liabilities	13,281,314	10,436,255
Total Current Liabilities	22,344,584	29,516,965
Total Liabilities	22,344,584	29,516,965
Net Assets		
Unrestricted	138,798,192	120,284,834
Investment in Capital Assets	93,177,153	92,615,654
Total Net Assets	231,975,345	212,900,488
Liabilities and Net Assets	254,319,929	242,417,454

Travis County Healthcare District
February 2009

Statement of Revenues, Expenses and Changes in Net Assets

Operating Revenues:
DSH/UPL – Received February 09 DSH.
Operating Lease – February lease payment for Seton (Brackenridge) and UTMB (Austin Women's Hospital).

Operating Expenses:
Healthcare delivery – This is $6.1 million for the month and within budget.
Salaries & Benefits- This area is within budget.
Other Purchased Goods & Services-This area is within budget.

Non Operating Revenues:
Tax Revenue- Tax revenue is $10.6 million for the month, above budget year to date. This represents 96% of total tax revenue collected which is equal to the prior year.

Investment Income-Investment income is $173,000 for the month and $968,000 year to date, not meeting budget and lower than the prior year because of decreased interest rates.

- Change in Net Assets year to date is a favorable $39.8 million . This is partially due to the timing of revenue with most property tax revenue received December through February and expenses spread more evenly throughout the year.

Statement of Net Assets (Balance Sheet)
Assets:
The Statement of Net Assets reflects $144.1 million in cash and investments. There is $9.2 million in restricted cash in addition to this amount which reflects the regional (private) UPL escrow account.

Ad valorem taxes receivable of $2.6 million is reflective of taxes receivable for all years less allowances for uncollectible accounts.

Due from Other Governments – The receivable from the City of Austin reflects the amount due from FY 2008.

Liabilities:
Private UPL Payable - $9.2 million
Other liabilities of $2.7 million is reflective of deferred tax revenue for the tax year 2008 (current fiscal year 2009).

Travis County Healthcare District

Statement of Revenues, Expenses & Changes in Net Assets

From 2/1/2009 Through 2/28/2009
(In Whole Numbers)

	February 2009 Actual	February Year to Date Actual	YTD Budget	Total Budget for FY 2009	Prior Year Actual
Operating revenues:					
DSH/UPL Program	625,902	9,972,516	10,900,335	17,488,953	8,622,130
Operating lease revenue	96,283	481,415	481,415	1,155,396	481,415
Total Operating revenues:	722,185	10,453,931	11,381,750	18,644,349	9,103,545
Operating expenses:					
Health care delivery	6,144,043	30,980,588	33,949,500	81,478,786	26,866,426
Salaries and benefits	227,429	1,106,527	1,493,613	5,048,163	581,949
Other purchased goods and services	133,053	700,576	1,793,774	4,605,750	444,520
Depreciation	159,803	799,016	959,432	2,302,636	787,980
Total Operating expenses:	6,664,329	33,586,708	38,196,319	93,435,335	28,680,875
Operating income (loss)	(5,942,144)	(23,132,777)	(26,814,569)	(74,790,986)	(19,577,330)
Nonoperating revenues (expenses):					
Ad valorem tax revenue	10,613,838	62,303,899	61,975,985	63,597,727	57,177,326
Tax assessment and collection expense	(60,317)	(294,703)	(313,945)	(753,471)	(275,542)
Tobacco settlement revenue	0	0	0	2,970,000	0
Investment income	173,002	968,819	1,026,425	2,463,415	1,717,286
Other revenue	0	125	(416,667)	(1,000,000)	6,250
Total Nonoperating revenues (expenses):	10,726,523	62,978,140	62,271,798	67,277,671	58,625,320
Changes in net assets	4,784,380	39,845,363	35,457,230	(7,513,315)	39,047,990
Total net assets - beginning of year	0	0	0	0	177,333,856
Total net assets - end of year	4,784,380	39,845,363	35,457,230	(7,513,315)	216,381,846

Travis County Healthcare District

Statement of Net Assets

As of 2/28/2009

(In Whole Numbers)

	Current Year	Prior Year
Assets		
Current Assets		
Cash and cash equivalents	102,029	(108,847)
Restricted cash and cash equivalents	9,249,695	19,675,364
Short-term investments	144,023,509	122,070,143
Ad valorem taxes receivable	2,639,839	2,244,480
Due from other governments		
Accounts Receivable-City of Austin	981,249	2,322,663
A/R-Other Governments	4,895	0
Total Due from other governments	986,144	2,322,663
Other receivables	563,138	395,278
Prepaid expenses	307,243	286,315
Total Current Assets	157,871,598	146,885,395
Capital Assets		
Land	9,854,124	8,497,335
Buildings and improvements	90,226,005	90,007,665
Equipment and furniture	1,465,535	422,647
Less accumulated depreciation	(8,364,994)	(6,462,389)
Total Capital Assets	93,180,670	92,465,259
Total Assets	251,052,267	239,350,654
Liabilities		
Current Liabilities		
Accounts payable	2,215,172	917,745
Private UPL payable	9,249,695	19,675,364
Salaries and benefits payable	167,301	153,987
Due to other governments	0	0
Other liabilities	2,660,375	2,221,712
Total Current Liabilities	14,292,543	22,968,808
Total Liabilities	14,292,543	22,968,808
Net Assets		
Unrestricted	143,742,375	123,923,788
Investment in Capital Assets	93,017,350	92,458,058
Total Net Assets	236,759,724	216,381,846
Liabilities and Net Assets	251,052,267	239,350,654

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
March 26, 2009

Agenda Item 3

Receive and discuss a presentation regarding analysis of the Integrated Care Collaboration's ICare health information exchange utilization data for Central Texas and the related work of the Collaboration.

(Back-up – Memo & Presentation)

travis county HEALTHCARE DISTRICT

Memorandum

To: Travis County Healthcare District Board of Managers

From: Margo Davis, Executive Assistant/Board Liaison

Date: March 20, 2009

Re: Agenda Item 3. Receive and discuss a presentation regarding analysis of the Integrated Care Collaboration's ICare health information exchange utilization data for Central Texas and the related work of the Collaboration.

Enclosed is an elaborate presentation from Integrated Care Collaboration (ICC).

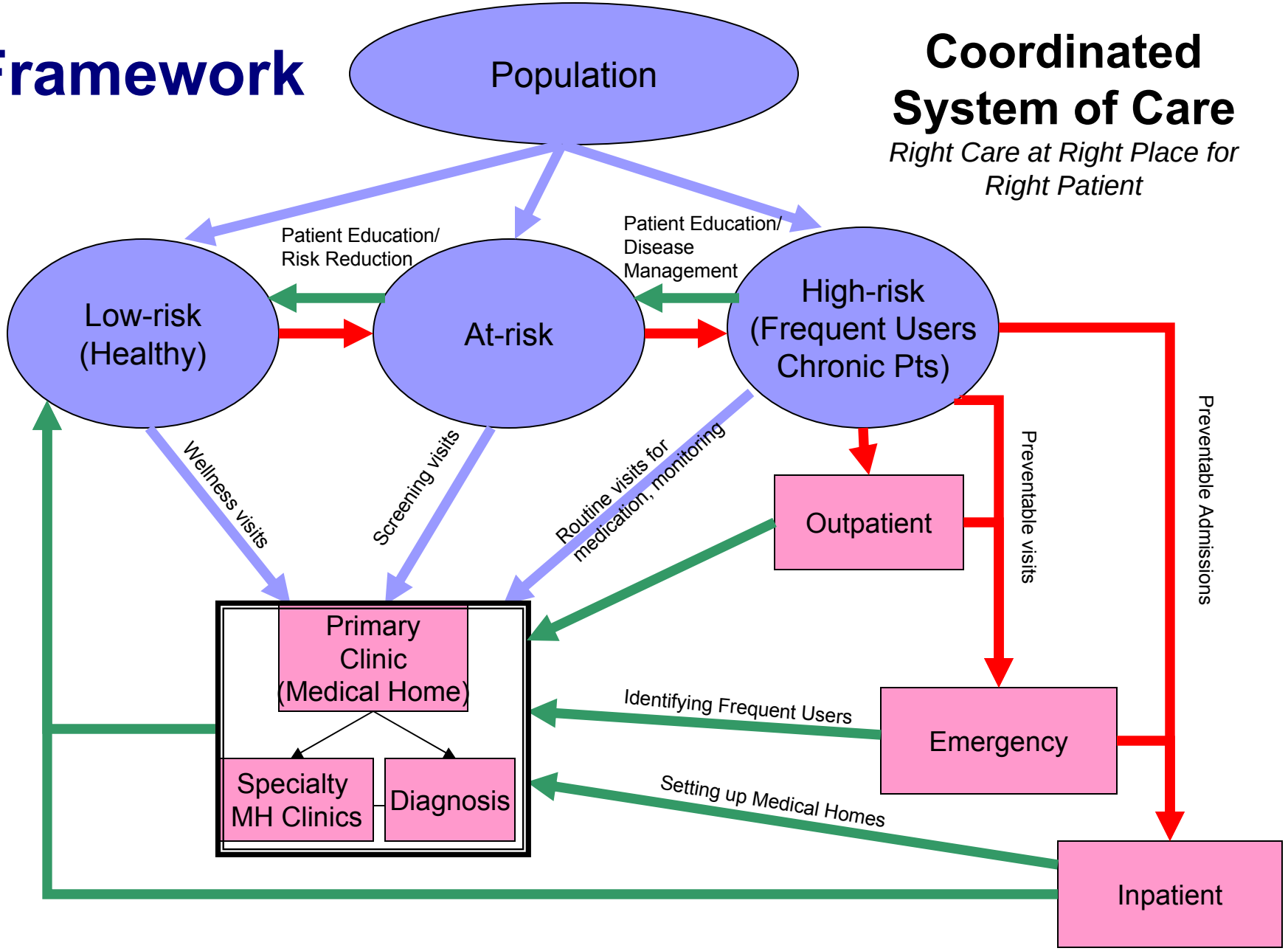
Please note a condensed version will be presented at the March 26, 2009 Board meeting. We hope you find the information contained in this presentation useful.

Thanks!

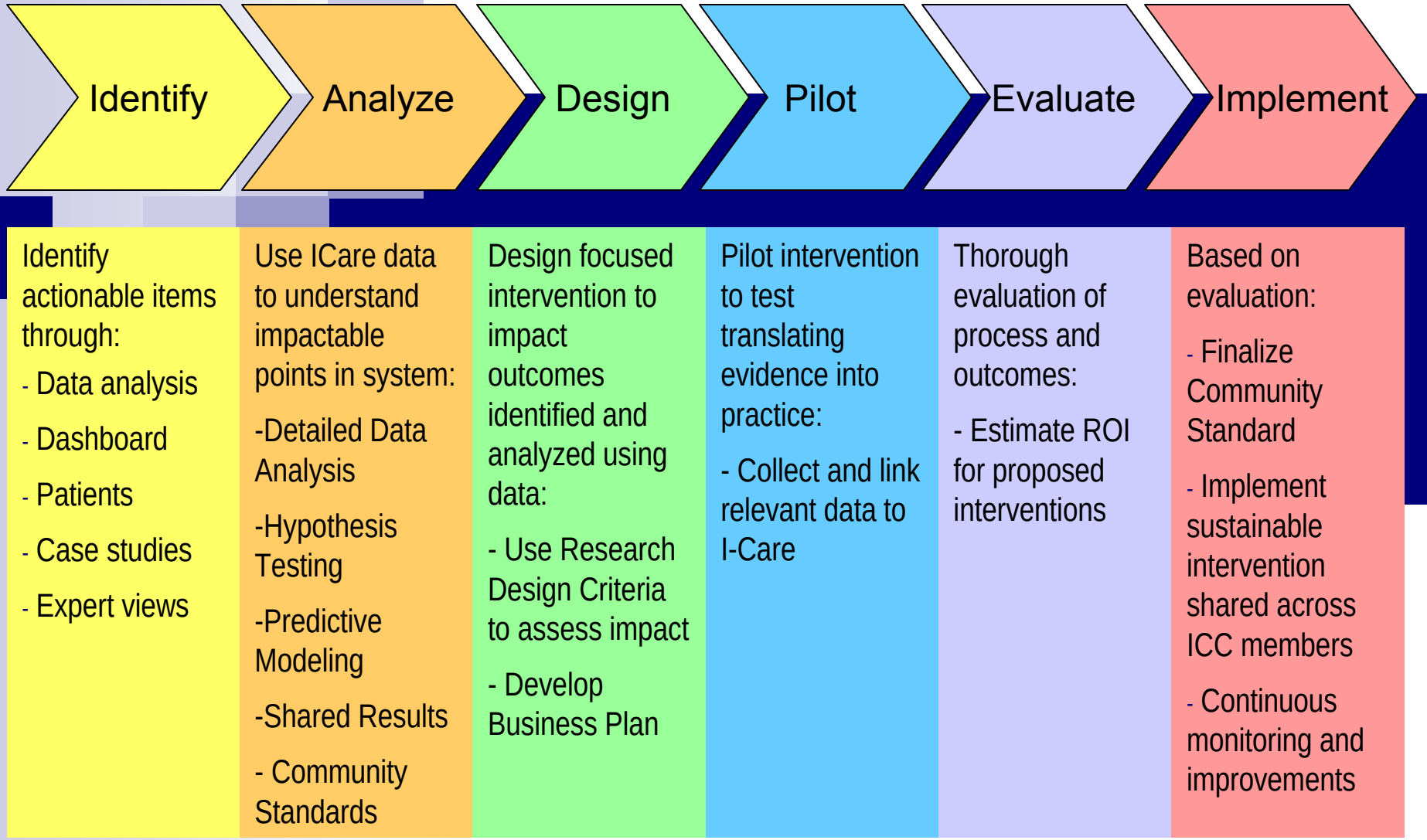
Emergency Dept Frequent Users in Central Texas

March 12, 2009

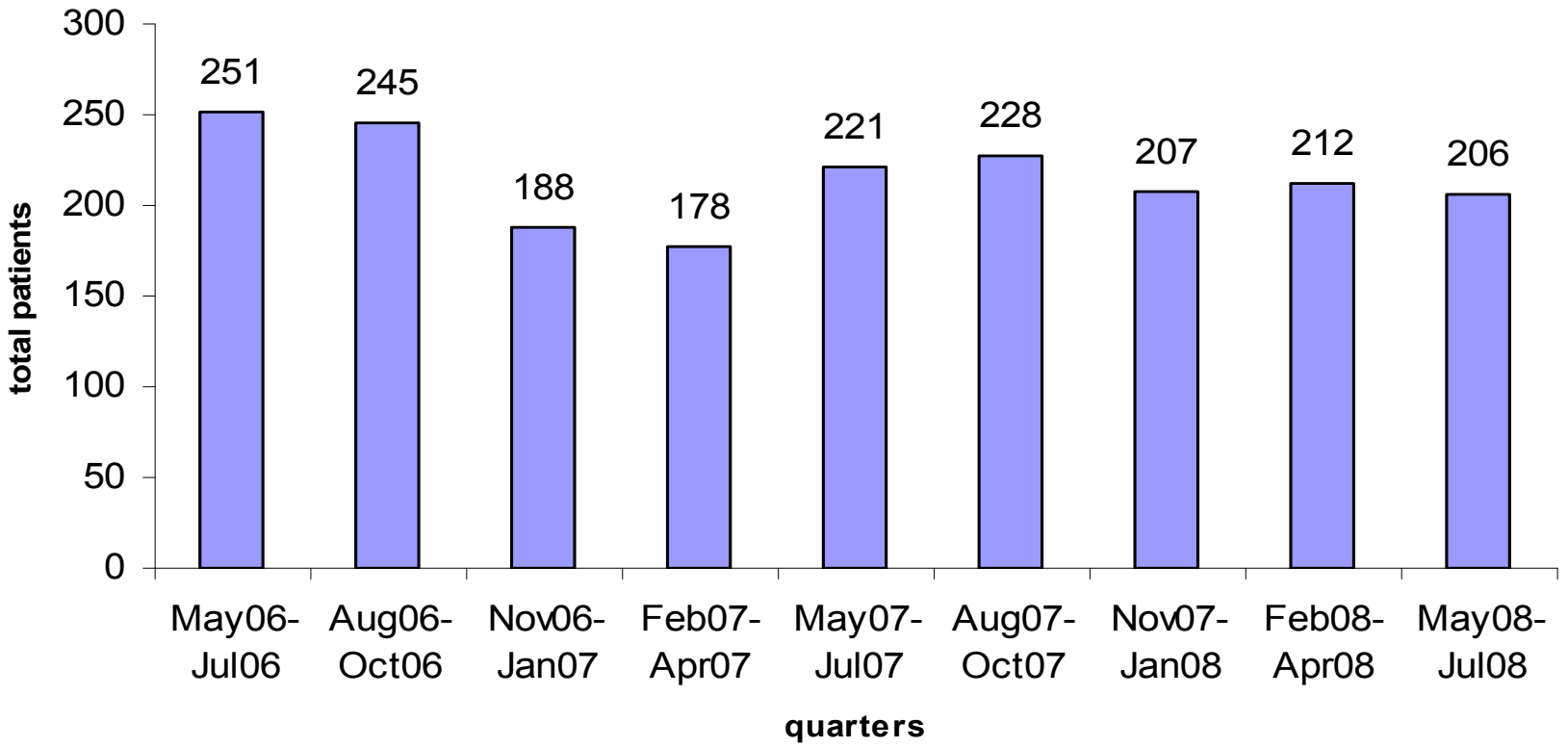
Framework


Population
Coordinated System of Care
Right Care at Right Place for Right Patient
Patient Education/ Risk Reduction
Patient Education/ Disease Management
Low-risk (Healthy)
At-risk
High-risk (Frequent Users Chronic Pts)
Wellness visits
Screening visits
Routine visits for medication, monitoring
Outpatient
Preventable visits
Preventable Admissions
Primary Clinic (Medical Home)
Specialty MH Clinics
Diagnosis
Identifying Frequent Users
Emergency
Setting up Medical Homes
Inpatient

Methodology

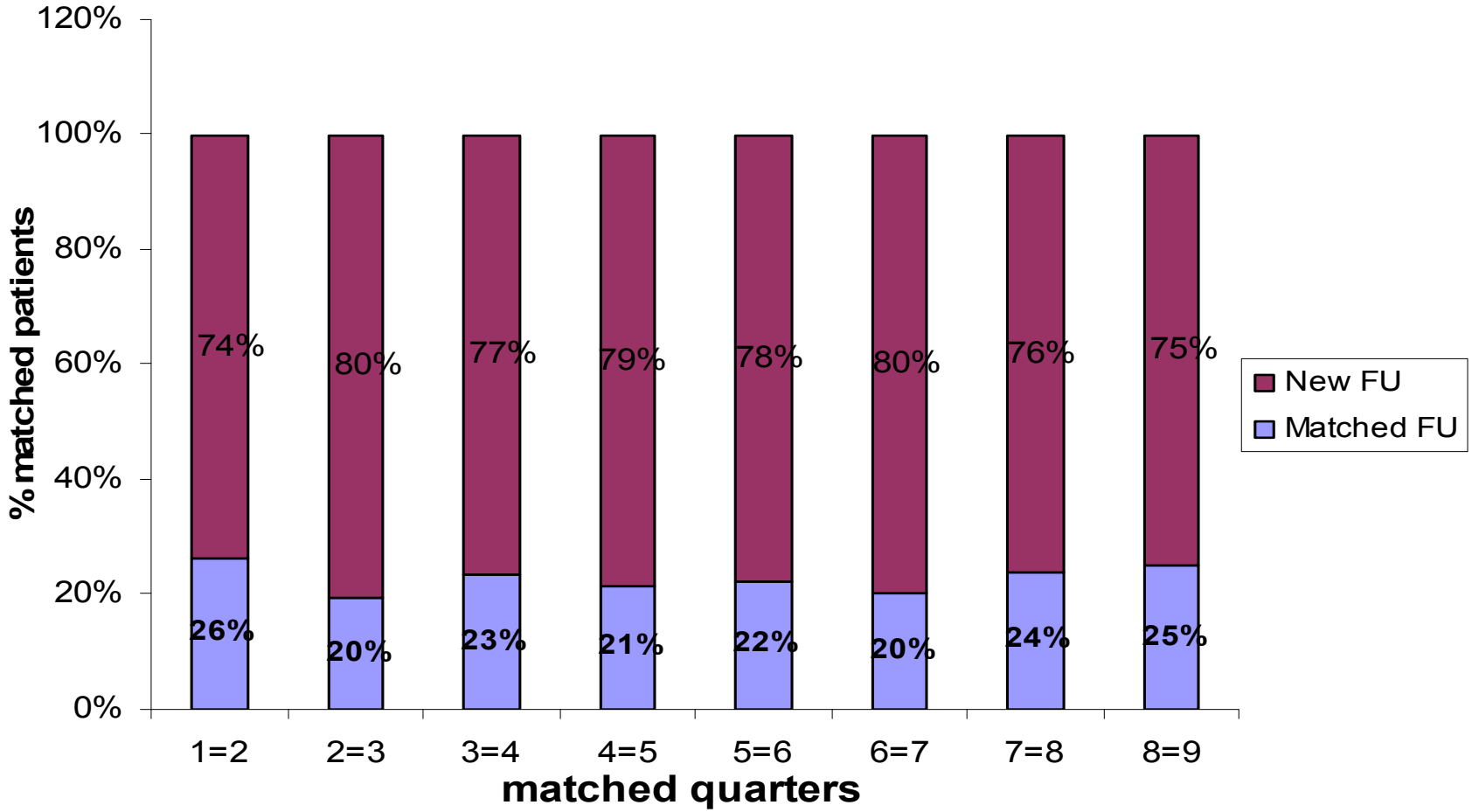


ED Frequent Users*, 2006-08



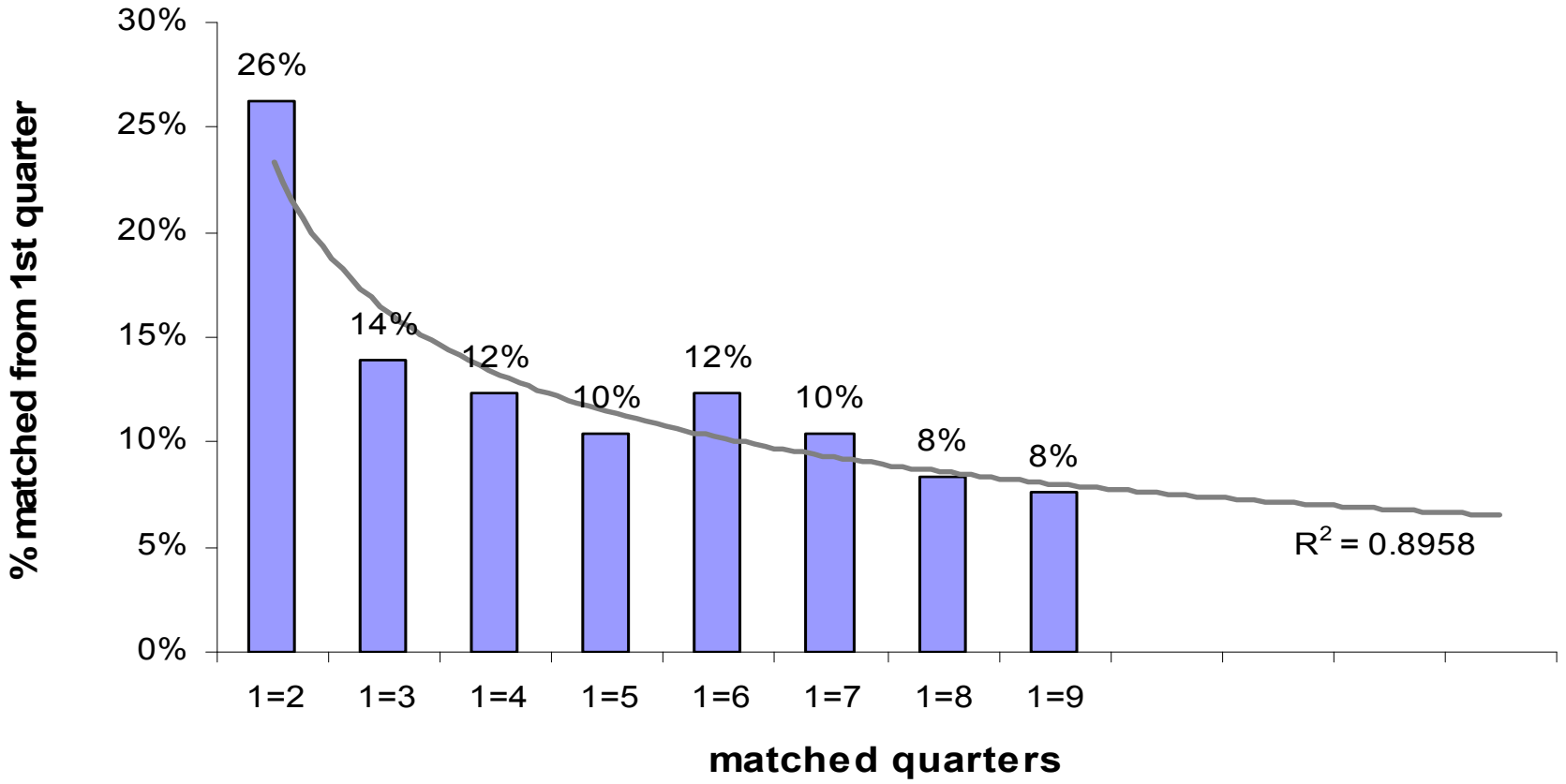
*ED Frequent Users defined as patients with ≥6 ED visits in a quarter (3months)

ED Frequent User (FU) Matched in Consecutive Quarters, 2006-08



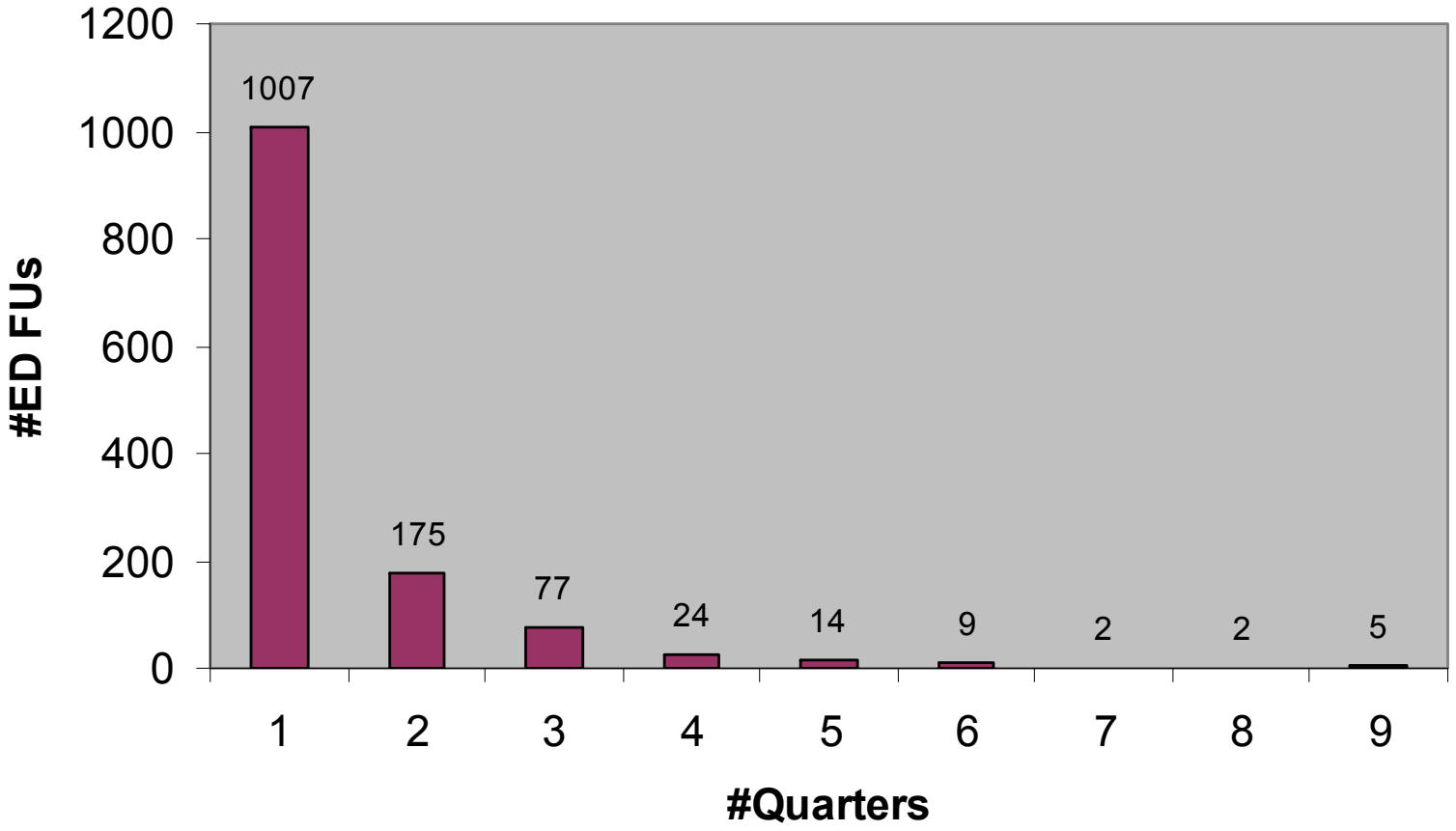
*ED Frequent Users defined as patients with ≥6 ED visits in a quarter (3months)

FU Matched from 1st Quarter



*ED Frequent Users defined as patients with ≥6 ED visits in a quarter (3months)

ED FUs in Quarters, 2006-08

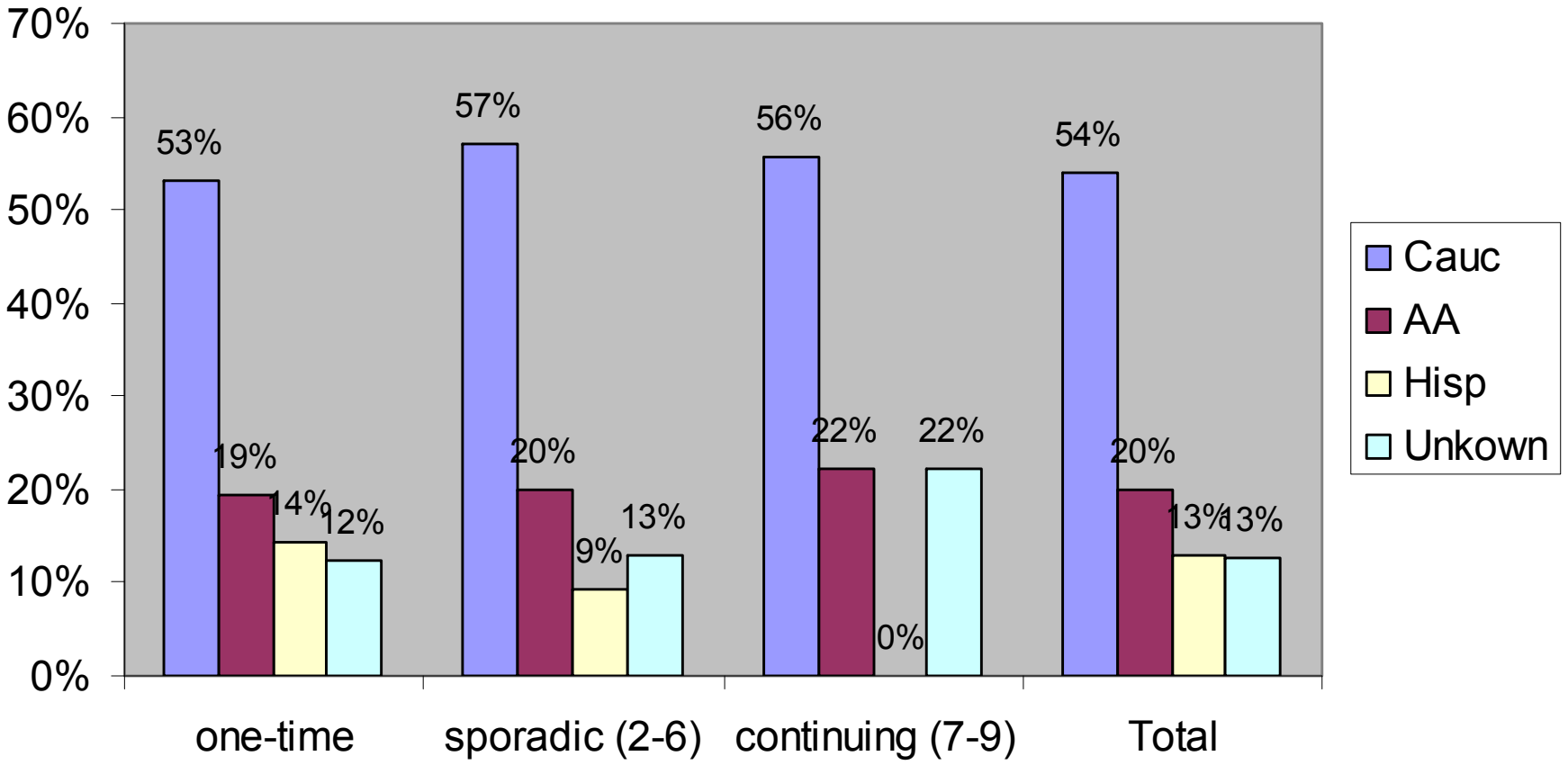


Shows majority of ED FUs who were present only in 1 quarter as FU

ED FUs Strata by ED Use

	# Qtrs as EDFU	# ED FUs, 2006-08	% of total EDFUs
One-time	1	1007	76.6%
Sporadic	2-6	299	22.7%
Continuing	7-9	9	0.7%
Repeat Qtrs	2-9	308	23.4%
Consec_Qtrs	*any* 2	224	17.0%

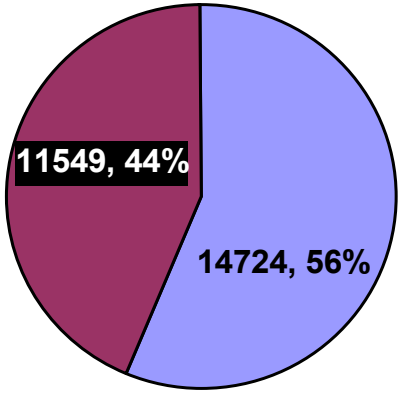
ED FUs by Race/ethnicity, 2006-08



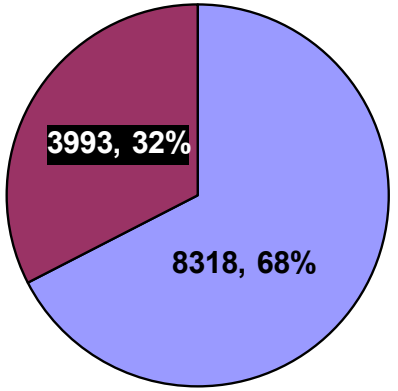
Note decreasing number of Hispanic FUs in the more frequent FU categories

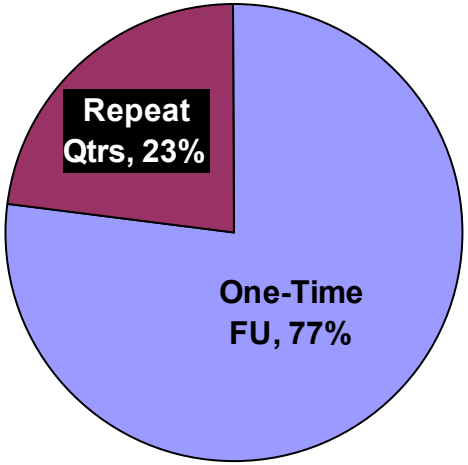
Utilization by ED FUs, 2006-2008

ED visits 06-08

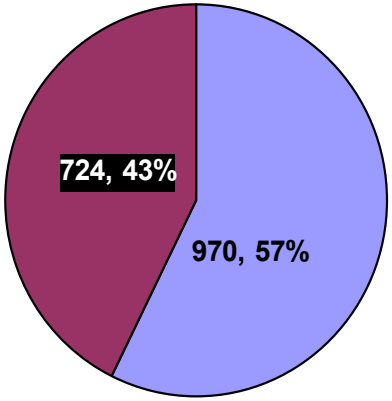


CV visits 06-07

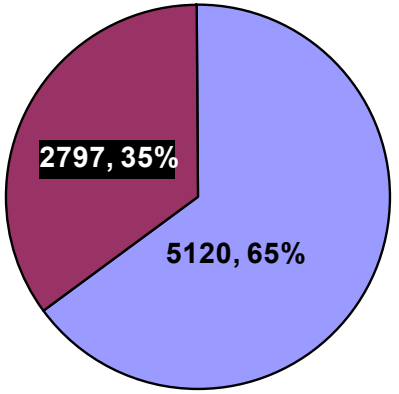




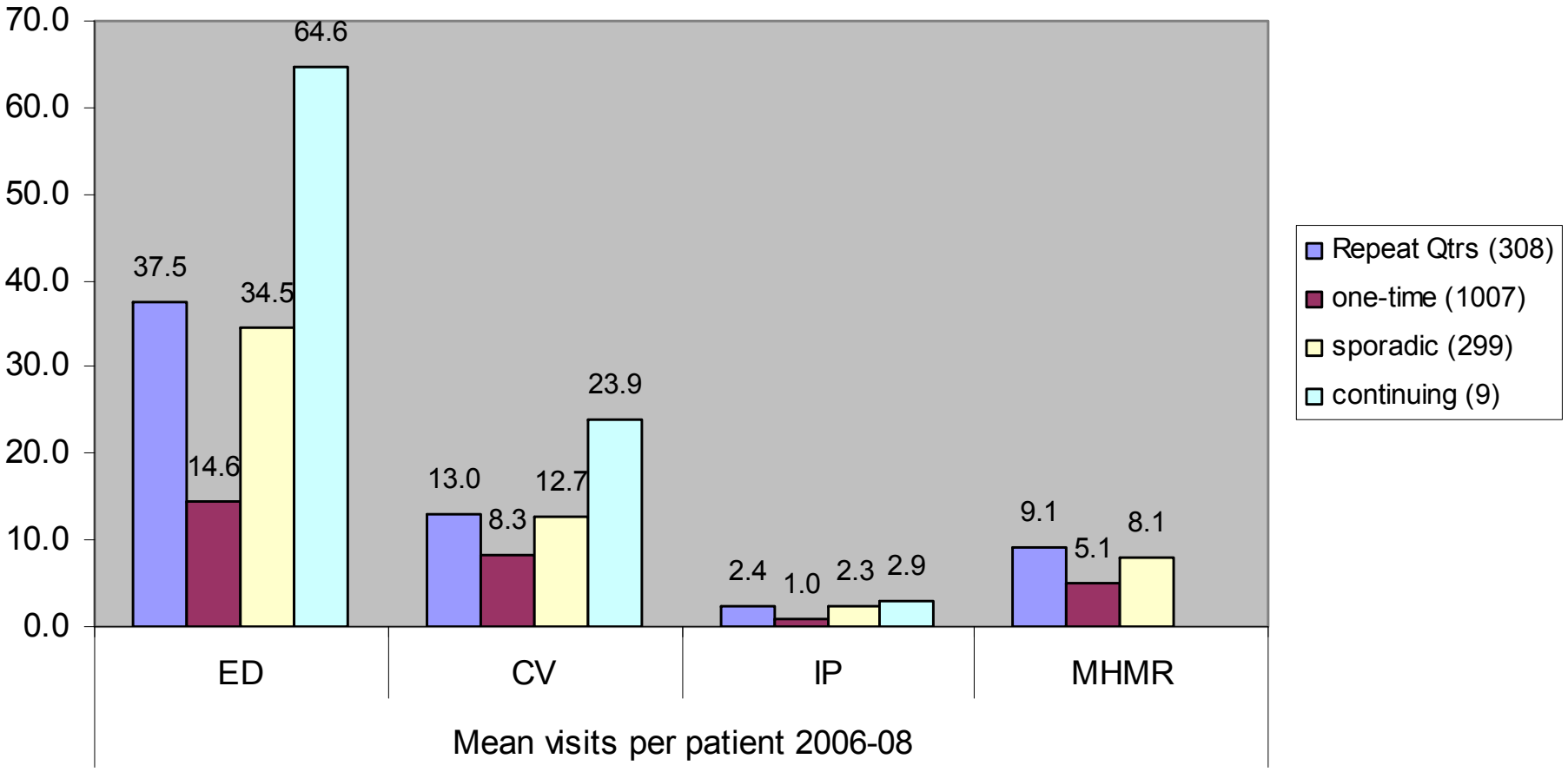
IP visits 06-08



MHMR 06-08

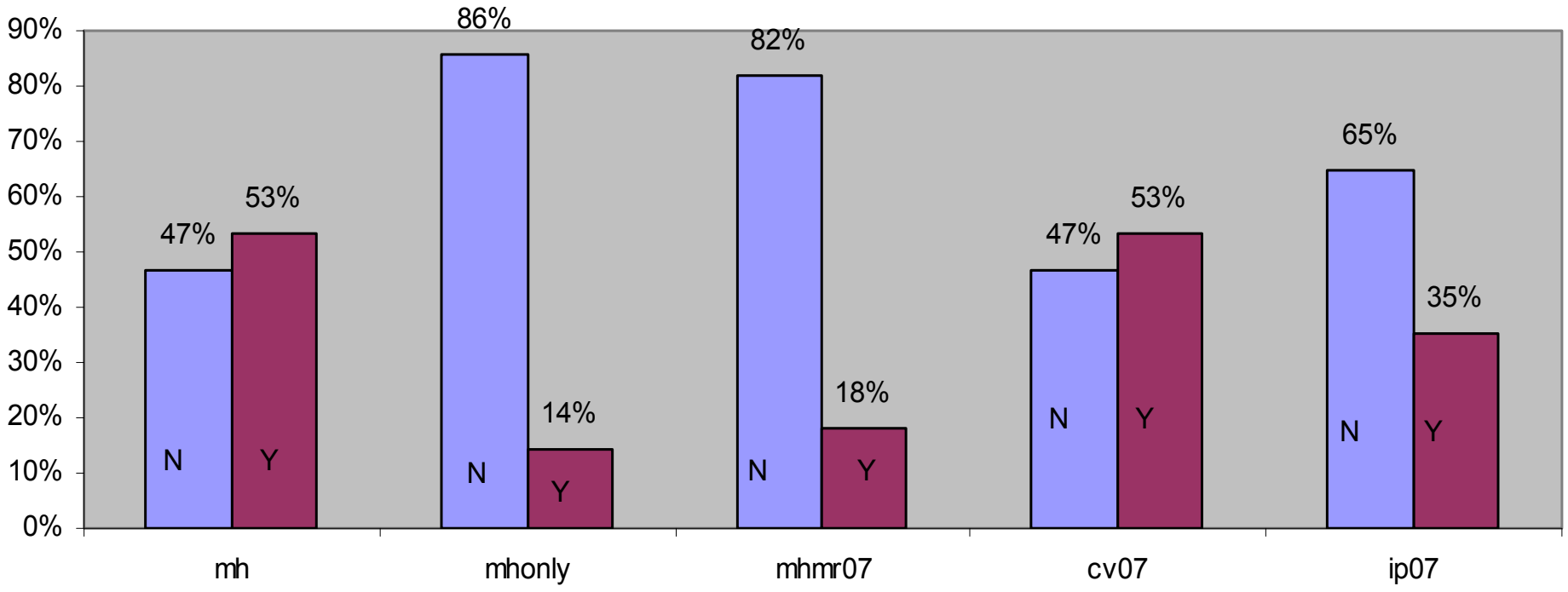


Mean Utilization by ED FUs, 2006-2008



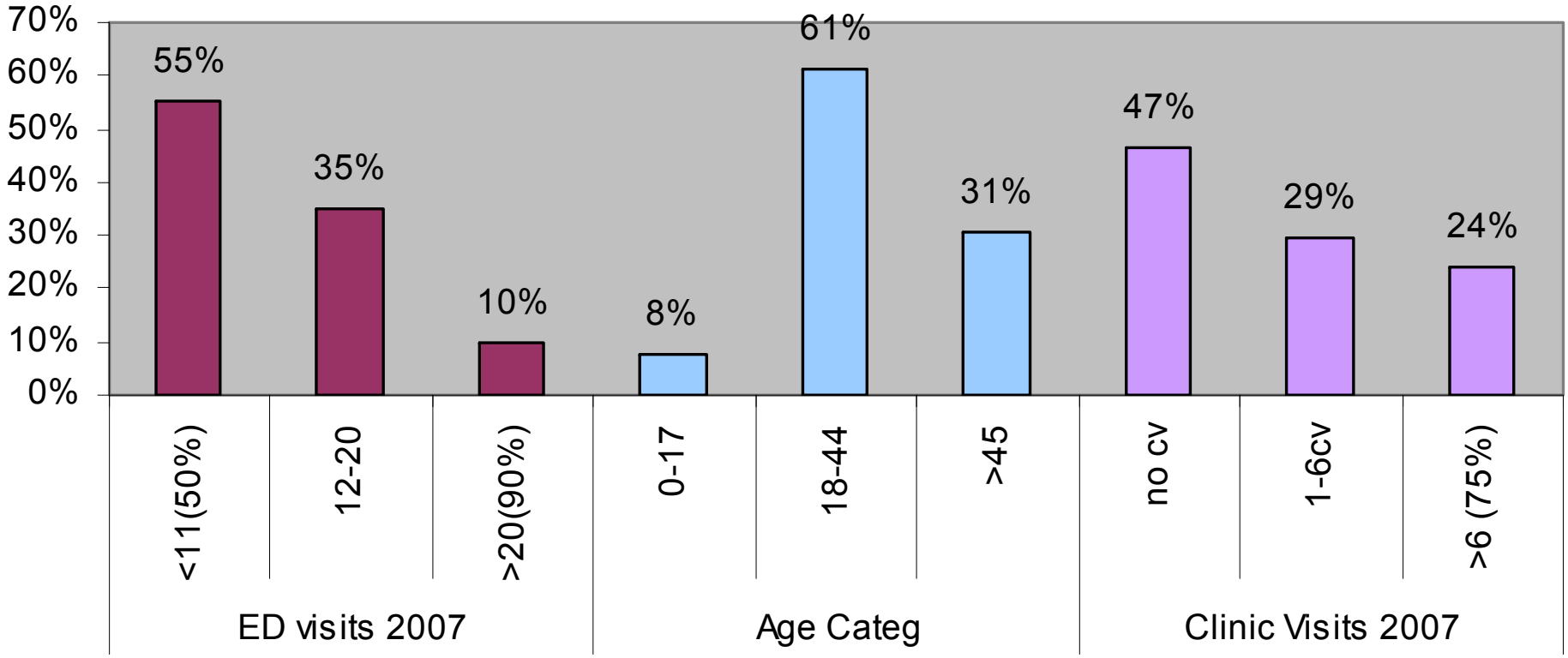
Patients who became ED FUs in more than 1 quarter (called Repeat Qtrs) in 2006-08 have higher utilization of all services than one-time FUs.

Drill Down – Utilization by ED FUs in 2007



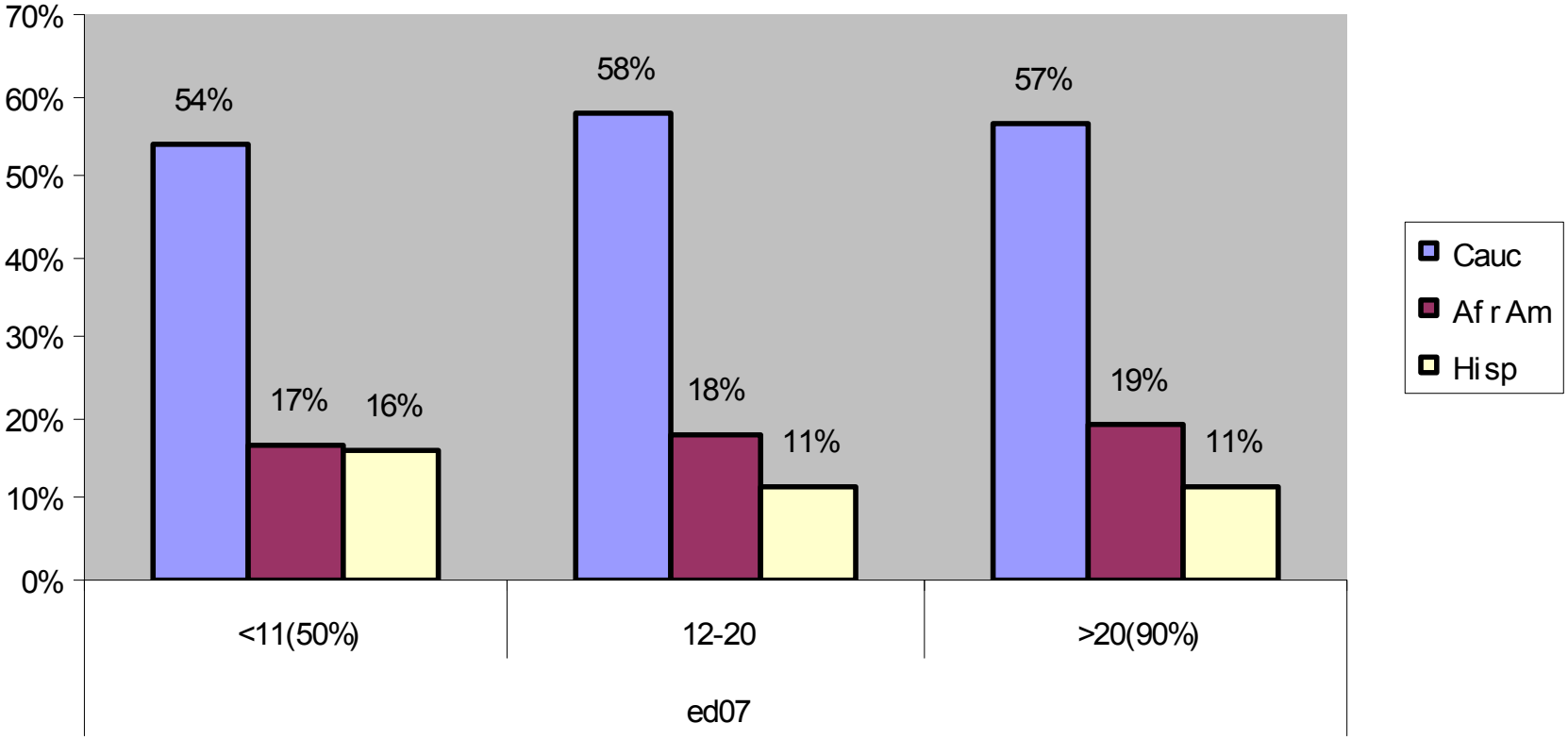
These are FUs who had ≥6 ED visits in *any* 3 consecutive months of 2007

ED FUs Strata, 2007



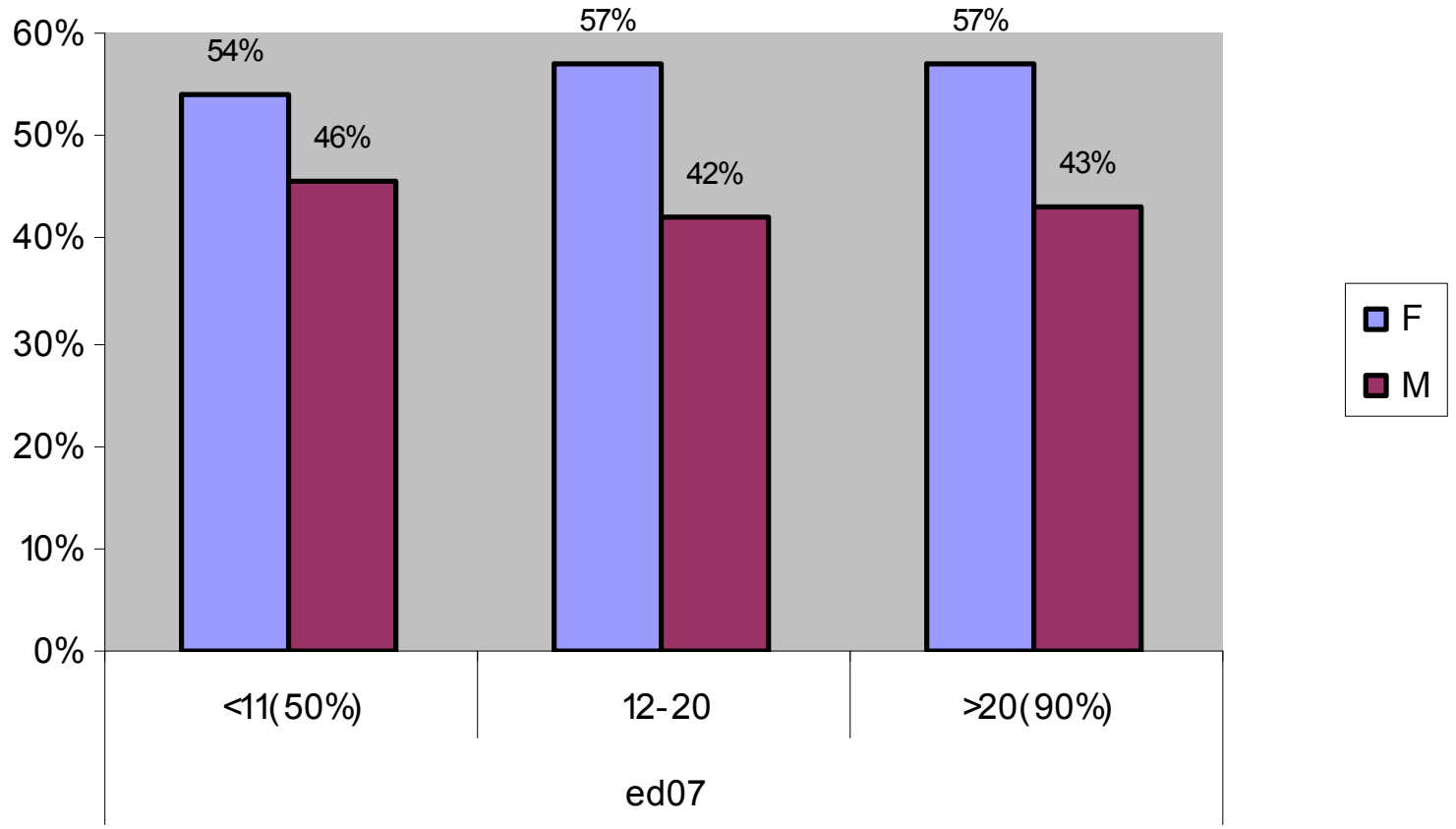
ED FUs- defined as patients with ≥6 ED visits in *any* 3 months during 2007

ED FUs by race, 2007



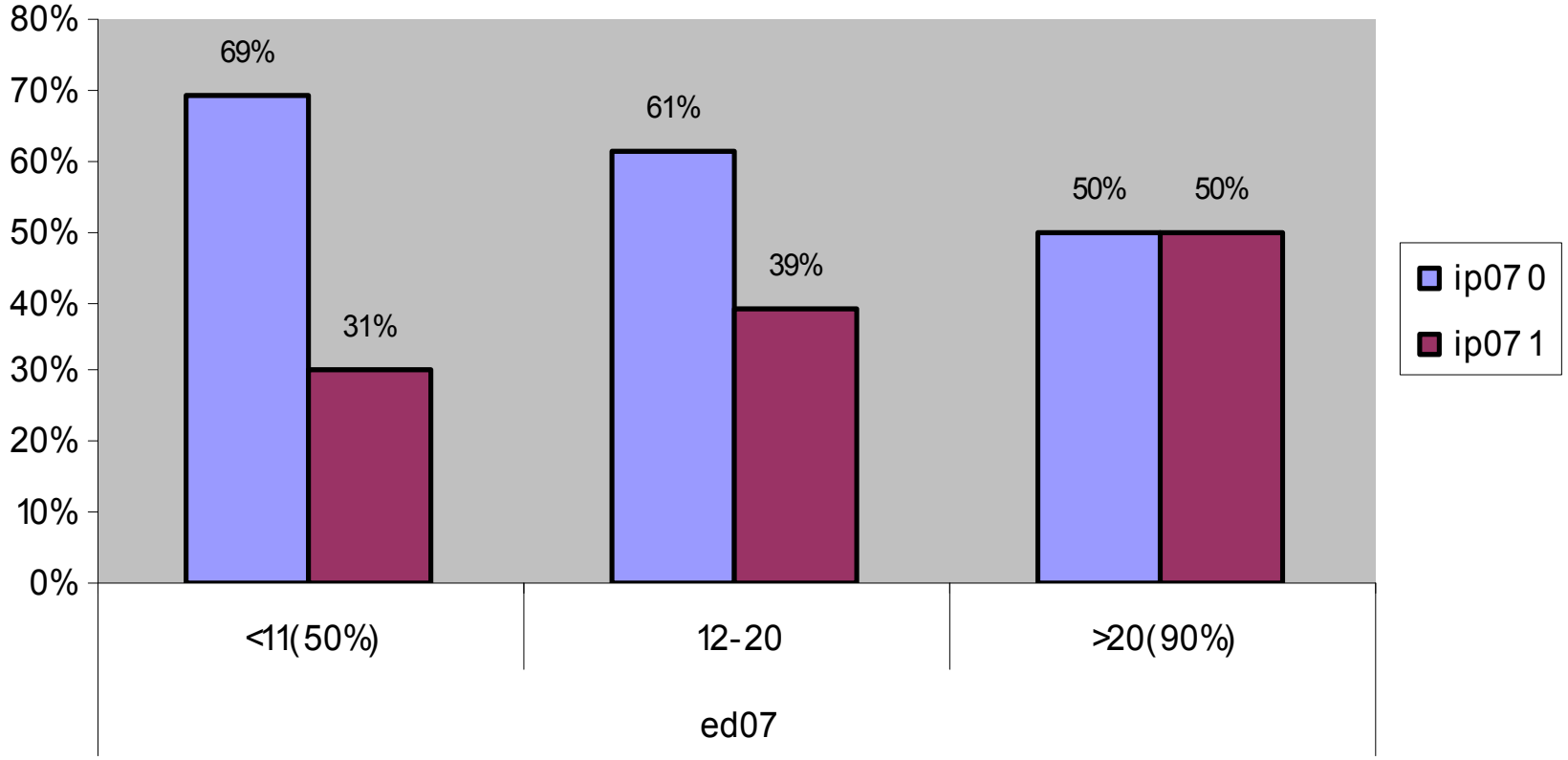
Not much difference among frequent users except that Hispanic are slightly less in the top50% than in lower 50%

ED FUs by Sex, 2007



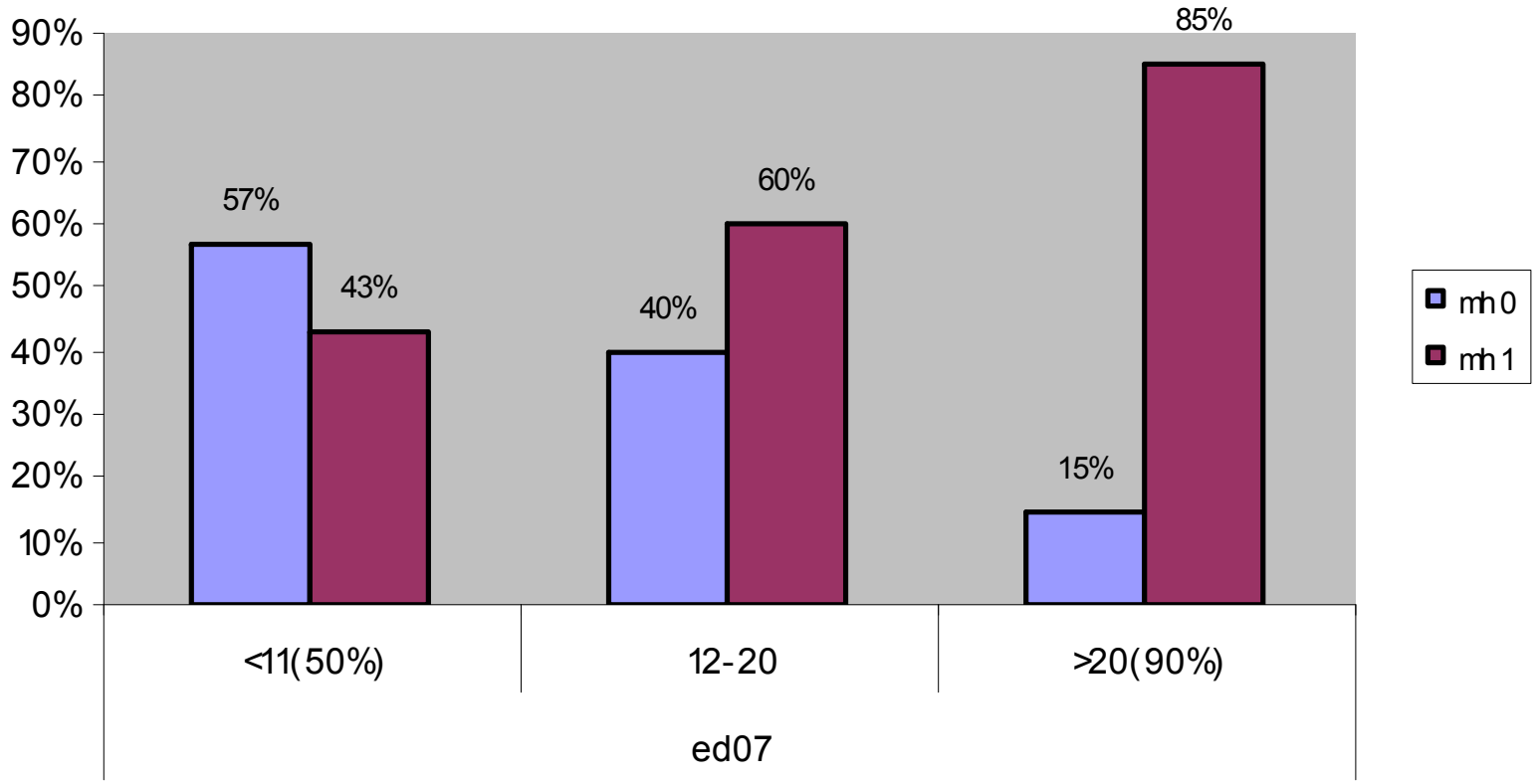
Not much difference by gender among ED FUs

ED FUs by inpatient visits, 2007



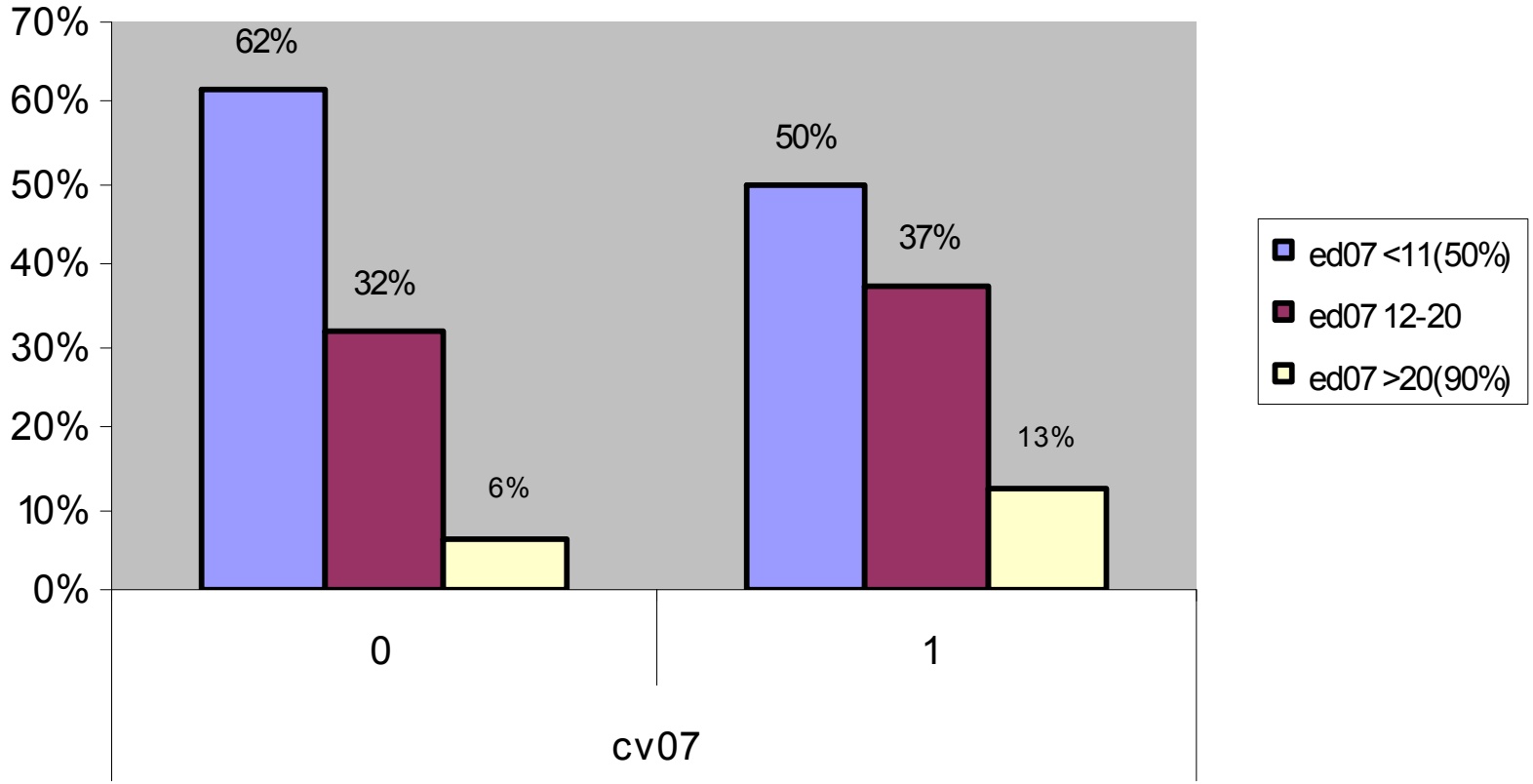
High ED users have a higher percentage(50%) with hospitalization than other groups (31-39%)

ED visits by MH Dx, 2007



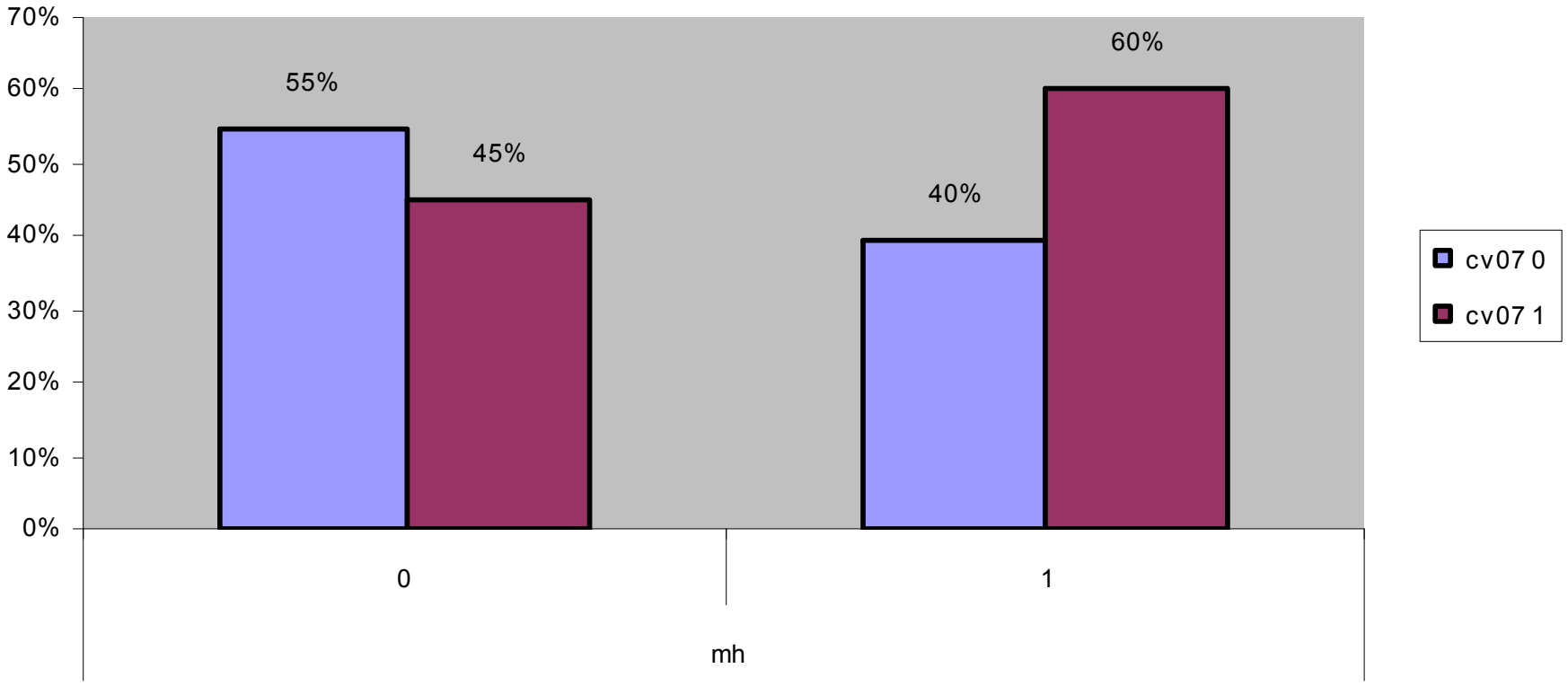
Majority of low FUs have no MH Dx in ED, but only 15% in high FUs had no MH Dx, most (85%) had MH Dx.

Clinic visits by ED Frequency, 2007



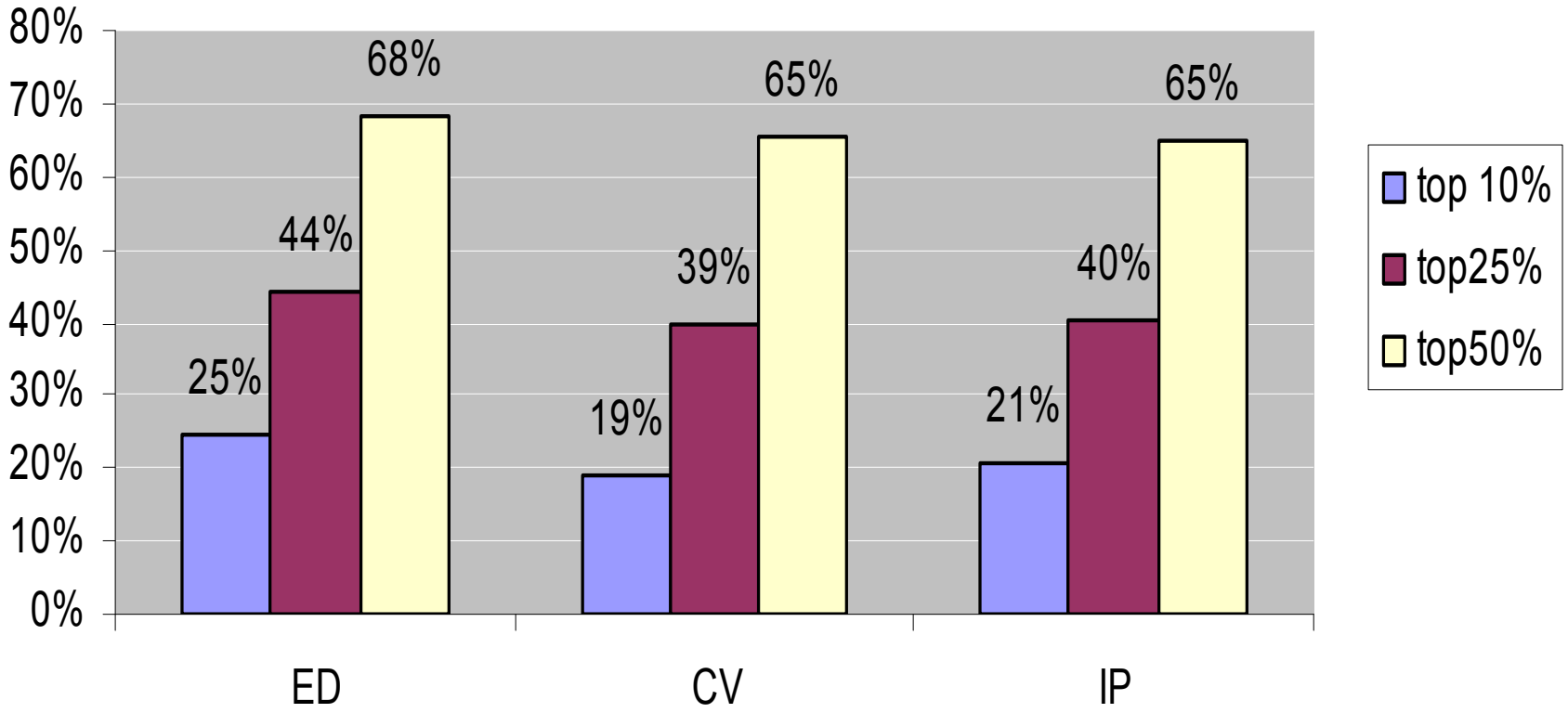
Those without clinic visits are particularly less (6%) in low FUs compared to those with CV (13%)in high FUs.

Clinic visits by MH diagnosis



40% of those with any MH diagnosis had no clinic visit compared to 55% of those with no MH diagnosis

ED FUs by Visits, 2007



Top 10% ED users account for 25% of total ED visits (2876 of 11660), 21% of inpatient visits (140/672) and 19% of clinic visits (1057/5538) – although 30% of these top 10% had no clinic visits.

Top 10 Diagnoses by ED FUs

≥1 ED in 12mo	≥3 ED in 3mo	≥6 ED in 3mo
305.1--TOBACCO USE DISORDER	305.1--TOBACCO USE DISORDER	305.1--TOBACCO USE DISORDER
780.6--FEVER	401.9--HYPERTENSION NOS	401.9--HYPERTENSION NOS
465.9--ACUTE URI NOS	780.6--FEVER	**250.00--DIABETES UNCOMPL ADULT-TYPE II**
401.9--HYPERTENSION NOS	465.9--ACUTE URI NOS	305.00--ALCOHOL ABUSE-UNSPEC
382.9--OTITIS MEDIA NOS	**250.00--DIABETES UNCOMPL ADULT-TYPE II**	789.00--ABDOMINAL PAIN UNSPEC SITE
787.03--VOMITING ALONE	789.00--ABDOMINAL PAIN UNSPEC SITE	V64.2--NO PROC/PATIENT DECISION
784.0--HEADACHE	784.0--HEADACHE	784.0--HEADACHE
789.00--ABDOMINAL PAIN UNSPEC SITE	V64.2--NO PROC/PATIENT DECISION	**789.09--ABDOMINAL PAIN OTHER SPEC SITE**
599.0--URIN TRACT INFECTION NOS	599.0--URIN TRACT INFECTION NOS	729.5--PAIN IN LIMB
V64.2--NO PROC/PATIENT DECISION	**789.09--ABDOMINAL PAIN OTHER SPEC SITE**	724.2--LUMBAGO

* Top 10 Diagnoses is based on number of encounters (not patients) with a diagnosis.

Proposed Priorities – High Impact

- ED Frequent Users
- Medical Home / Clinic Access
- Disease Management
  - Asthma
  - PharmCare

ED Frequent User

- Problem:
  - 900 frequent users (≥6 ED visits in 3 months) with 2,123 preventable visits – estimated expenditure of over $2 million.
  - Only 20-25% in quarter remain frequent users in the next quarter.
- Project Scope:
  - Methodology to identify and stratify frequent users and design intervention

ED Frequent User

- High Impact: Potential ROI, Value Prop:
  - Reduction in ED visits, establishment of a medical home, and improvement in health outcomes
- Evaluation
  - Measure pre and post ED visits for reduction in preventable visits
  - Dashboard Measures
  - Community Standards

Medical Home / Clinic Use

- Problem:
  - Only 24% of patients visit same clinic more than once in calendar year
  - Impactable population – estimated 60,000 appear w/o medical home
- Goals and Objectives:
  - Develop a community standard for establishment of medical homes
- Project Scope:
  - Identify standard services to be provided to those who establish a medical home and compare utilization to control group without an identifiable medical home
  - Develop methodology to identify patients with regular source of medical care and set of community-wide criteria for medical home.
  - Design intervention to show effective strategies in establishment of medical homes

Medical Home / Clinic Use

- High Impact: Potential ROI, Value Prop
  - Effective strategies in establishment of medical homes
  - Impact of strategy on utilization of ED and inpatient visits for preventable conditions – potential for reduction and cost savings

- Evaluation
  - Number of patients who establish a medical home
  - Comparison of pre and post utilization of ED and IP services in these patients and calculation of dollar value
  - Dashboard Measures
  - Community Standards

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
March 26, 2009

Agenda Item 4

Discuss and take appropriate action regarding the employment of David Vliet, who will be assigned to serve as Central Texas Community Health Center's Chief Executive Officer.
(No Back-up)

Travis County Healthcare District
Board of Managers Meeting
March 26, 2009

Agenda Item 5

Discuss and take appropriate action regarding the proposed Professional Services Agreement between Travis County and the Travis County Healthcare District and the Central Texas Community Health Centers for Interpreting Services.

(Back-up – Memo & Agreement)

travis county HEALTHCARE DISTRICT

Memorandum

To: Travis County Healthcare District Board of Managers

From: Patricia Young Brown, President and CEO

Date: March 20, 2009

Re: Agenda Item 5. Discuss and take appropriate action regarding the proposed Professional Services Agreement between Travis County and the Travis County Healthcare District and the Central Texas Community Health Centers for Interpreting Services.

SUMMARY AND BACKGROUND

Prior to the transition of the Community Care Services Department ("CCSD") to the Travis County Healthcare District ("District"), CCSD's deaf interpreting services were provided under the City of Austin's contract with Travis County. After the transition, the Central Texas Community Health Centers ("CTCHCs") need continued access to deaf interpreter services. Therefore, this proposed professional services agreement would be entered into directly by the District, Central Texas Community Health Centers, and Travis County. These services will be provided by Travis County Services for the Deaf and Hard of Hearing.

The initial term of this agreement is March 1, 2009 to September 30, 2009. The agreement provides for automatic annual renewals for up to seven (7) additional one-year terms. A not-to-exceed amount of $91,000 is budgeted for the initial term, with the District budgeting and being responsible for up to $6,000 and the CTCHCs budgeting and being responsible for $85,000. For renewal terms, the amount paid shall be the amount budgeted and approved by the Board.

RECOMMENDED ACTION

Staff recommends that the Board approve the proposed Professional Services Agreement between Travis County and the Travis County Healthcare District and the Central Texas Community Health Centers for Interpreting Services and authorize the District President and CEO to negotiate and execute final agreements on terms similar to those presented or on terms more favorable to the District.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN TRAVIS COUNTY,
THE TRAVIS COUNTY HEALTHCARE DISTRICT AND
THE CENTRAL TEXAS COMMUNITY HEALTH CENTERS
FOR INTERPRETING SERVICES

This Agreement ("Agreement") is entered into by the following parties: Travis County, a political subdivision of the State of Texas ("County"), through the Travis County Services for the Deaf and Hard of Hearing ("TCSDHH"), the Travis County Healthcare District, a hospital district created under Chapter 281 of the Texas Health and Safety Code ("District") and the Central Texas Community Health Centers, a non-profit corporation ("Center").

RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (LOCAL GOVERNMENT CODE, Section 81.028, and other statutes).

County has the authority to provide for public health through TEX. HEALTH & SAFETY CODE ANN., sec. 122.001 and to cooperate with municipal authorities to promote public health through TEX. HEALTH & SAFETY CODE ANN., sec. 121.

Travis County Health, Human Services and Veterans' Services has the authority to perform all public health functions that County can perform through Texas Health and Safety Code, Section 121.032.

County, District and Center desire to work together to provide services and activities for persons with disabilities according to the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933], and providing those services constitutes a public purpose.

In order to minimize duplicative efforts where possible and increase efficiency in the provision of care, County, District and Center desire to cooperate in the provision of services to people who are deaf by the provision of effective communication which will make specified Department activities and services accessible to people who are deaf or hard of hearing.

AGREEMENT

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, Department and County mutually agree to the following terms and conditions:

1.0 DEFINITIONS

In this Agreement,

1.01 "Agreement Funds" means all funds paid by District and/or Center to County under the terms of this Agreement.

1.02 "Commissioners Court" means the Travis County Commissioners Court.

1.03 "County Auditor" means Susan Spataro, the Travis County Auditor, or her successor.

1.04 "County Purchasing Agent" means Cyd Grimes, the Travis County Purchasing Agent, or her successor.

1.05 "Days" mean calendar day(s), unless otherwise specifically noted in any individual provision.

1.06 "Department" or "TCHHSVS" means the Travis County Health, Human Services and Veterans' Services Department.

1.07 "Executive Manager" means Sherri Fleming. Acting Executive Manager of Travis County Health, Human Services and Veterans Services, or her successor.

1.08 "Is doing business" and "has done business" mean:

1.08.1 paying or receiving in any calendar year any money or valuable thing which is worth more than $250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or

1.08.2 Loaning or receiving a loan of money or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than $250 in the aggregate in a calendar year;

1.08.3 but does not include:

1.08.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;

1.08.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by District or Center in the ordinary course of its business; and

1.08.3.3 a transaction for a financial service or insurance coverage made on behalf of District or Center if District or Center is a national or multinational corporation by an agent, employee or other representative of District or Center who does not know and is not in a position that he or she should have known about the Agreement.

1.09 "Key Contracting Person" means any person or business listed in Exhibit A to the Affidavit attached to this Agreement and marked Attachment C.

1.10 "Parties" and "Party" means County, District and or Center.

1.11 "Requestor" means District and/or Center, singularly or together, as indicated by the provision.

1.12 "TCSDHH" means the Travis County Services for the Deaf and Hard of Hearing.

2.0 TERM

2.01 **Initial Term**. This Agreement shall continue in full force for the Agreement period which commences on March 1, 2009, and terminates on September 30, 2009.

2.02 **Renewal Term**. This agreement shall automatically renew on October 1, 2009, for a term of one year (through September 30, 2010), and shall automatically renew for terms of one year thereafter for an additional seven (7) years unless sooner terminated pursuant to this agreement, with final termination being on September 30, 2017 (unless sooner terminated pursuant to the terms of this Agreement). The automatic renewal of this Agreement shall be with the understanding that all terms and conditions, including the negotiated rates, remain unchanged and in full force and effect unless this Agreement is specifically amended pursuant to Section 13.0 of this Agreement to make any changes in those terms.

3.0 REQUESTOR RESPONSIBILITIES

3.01 **Agreement Funds**. During the Initial Term of the Agreement, Requestor shall pay County an amount not to exceed the amount budgeted by Requestor for that Agreement term. Requestors estimate that the budgeted amount for providing interpreting services for the Initial Term will be as follows:

3.01.1	District	$ 6,000.00.
3.01.2	Center	$ 85,000.00

For any Renewal Term, the amount paid shall be that amount budgeted and approved by the governing body of Requestor.

3.02 **Payment**. Requestor shall pay County for services provided under this Agreement within thirty (30) days of receipt of the complete and correct invoice from County for the services provided.

3.03 **General Responsibilities**. Requestor agrees:

3.03.01 to the best of their ability, to request interpreter services more than three (3) days in advance, but no less than one (1) hour. For each request, Requestor will provide to County the consumer name, Requestor contact name and number, time, date, location and nature of the interpreting assignment and other relevant information as requested by County when services are requested.

3.03.02 to pay County at the hourly rate designated and according to the policies delineated on Attachments A and B.

3.03.03 that, if Requestor requests an Interpreter and the County is not informed of the appointment cancellation by the Requestor representative forty-eight (48) hours prior to the agreed appointment time, Requestor will be responsible for payment for the prearranged and committed time at the hourly rate of the interpreter assigned, and subject to other standard policies for their respective appointments.

3.03.04 to pay County at the designated rate for committed time scheduled plus the standard one hour administration fee if either the deaf individual or Requestor staff person fails to appear for a scheduled appointment.

3.03.05 to pay for time spent by the interpreter in traveling to and from each designated location, and administrative paperwork, up to a maximum of one hour unless prior arrangements are discussed and approved by the Requestor and County.

3.04 **Multiple Interpreters**. Requestor acknowledges and agrees that County may, at times as determined by County, need to schedule more than one interpreter for assignments lasting longer than one hour.

3.04.01 Determination of the need for more than one interpreter will be made by County considering such matters as the nature of the assignment, the length of time necessary to complete the assignment, and the complexity of the subject.

3.04.02 Two interpreters may be scheduled so that the interpreters can work as a team to ensure quality communication for Requestor staff and the deaf consumer(s) involved.

3.04.03 A Certified Deaf Interpreter may also be assigned with one or more interpreters, if determined necessary by County. (A Certified Deaf Interpreter is a person who is deaf who is also a trained interpreter and who, due to similarities in language and culture, can provide a more accurate and complete interpretation in order to ensure constitutionally guaranteed mental, emotional and cognitive presence of deaf individuals with unique communication styles or limitations, in court proceedings.)

4.0 COUNTY RESPONSIBILITIES

4.01 **Determination of Skills/Qualifications Needed for Each Assignment**. County will determine the qualifications needed for each particular assignment and coordinate the provision of interpreters of the number and appropriate certification to meet the needs of the consumers involved in the assignment by assessing the demands of the assignment, the needs, preferences and communication of the deaf or hard of hearing individual, the preferences of the Requestor, and the nature of the situation.

4.02 **Services**. County, through TCSDHH, either directly or indirectly through subcontracts, will determine the appropriate communication to be provided to assure specified Requestor activities and services are accessible to people who are deaf or hard of hearing, and coordinate and provide qualified sign language interpreters, as determined by County. Services will be provided in accordance with the terms of this agreement. Provision of all services by County under this Agreement will be contingent upon the availability of an interpreter to County as reasonably requested by Requestor.

4.03 **Invoice**. County shall invoice District and Center individually on a monthly basis, using a form approved by the Parties, for services provided under this agreement. Invoices shall be sent to:

Center: Phil DeFalco, Controller
CommUnityCare
15 Waller Street, 5th Floor
Austin, Texas 78702

or by submission of an electronic invoice to:

Phil.Defalco@communitycaretx.org

District: Travis County Healthcare District
ATTN: TCHD Accounts Payable
1111 East Cesar Chavez, Suite B
Austin, Texas 78702

or by submission of an electronic invoice to:

TCHD-Finance@traviscountyhd.org

4.04 **Reports.** County agrees to provide each Requestor with monthly reports, as mutually agreed to by the Parties of hours of interpreter services provided to each under this Agreement. Such reports shall include the number of appointment hours requested and assigned.

4.05 **Standards**. County agrees that staff and interpreters providing services under this Agreement must subscribe to the Principles of Ethical Behavior of the Board for Evaluation of Interpreters of the Department of Assistive and Rehabilitative Services - Office for Deaf and Hard of Hearing (DARS-DHHS), or the Registry of Interpreters for the Deaf (RID).

4.06 **General Responsibilities**. County agrees:

4.06.01 to provide interpreting services for Requestor as requested by Requestor. Whenever necessary, and to the extent possible, assignments will be made by County within a one (1) hour time-frame coordinated with Requestor so that services may be provided in an acceptable and timely manner.

4.06.02 to provide, to the best of its ability based upon the availability of interpreters, qualified sign language interpreter services by matching the demands of the assignment, the needs, preferences and communication of the deaf individual, the preferences of Requestor staff, the seriousness of the situation, and the skills, experience and certification of the interpreter. This may include interpreters certified by the Department of Assistive and Rehabilitative Services/Office for Deaf and Hard of Hearing Services, or equivalent certification as designated by the National Association of the Deaf/Registry of Interpreters for the Deaf.

4.06.03 to provide a means by which a deaf individual or a member of the Requestor staff may express their concerns or file a complaint against an interpreter.

5.0 JOINT RESPONSIBILITIES

5.01 **Civil Rights/ADA Compliance**. District, Center and County agree to provide all services and activities under this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933]. Neither District, Center nor and County shall discriminate against any employee, applicant for employment, or Client based on race, religion, color, sex, national origin, age or handicapped condition.

5.02 **Confidentiality**. District, Center and County agree to establish a method to secure the confidentiality of records and services relating to clients in accordance with the applicable federal and state laws, rules, and regulations.

5.03 **Immunity**. It is expressly understood and agreed by the Parties that, neither the execution of this Agreement, nor any conduct of any representative of District, Center or County relating to this Agreement, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to that entity against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

6.0 COMPLIANCE WITH LAW

6.01 County, District and Center shall comply with the Constitution of the United States and the State of Texas and all federal, state, county, and city laws, rules orders, ordinances and regulations applicable to performance of

this Agreement.

7.0 RETENTION AND ACCESSIBILITY OF FISCAL RECORDS

7.01 **Retention**. Each party shall maintain all records and documentation pertaining to the performance of the terms of this Agreement in a readily available state and location, and shall make such records available to the other Party for reasonable inspection for a period of three (3) years after the end of the Agreement period or after the resolution of any problems or issues related to the performance of the Agreement, whichever occurs later.

7.02 **Access**. Each party shall each give the other party, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by that party pertaining to this Agreement at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are retained by the party maintaining the above records.

7.03 **Confidentiality of Records**. District, Center and County agree to keep confidential at all times all information that identifies clients and personnel and any other information if required to do so by law.

8.0 AUDIT

8.01 **Audit**. County, District and Center each have the right to conduct a financial and compliance audit of the performance of this Agreement on an annual basis. District, Center and County each agree to permit the other Parties or their authorized representative, to audit the records that relate to this Agreement and to obtain any documents, materials, or information necessary to facilitate such audit. The Parties shall take whatever action is appropriate and reasonable to facilitate the performance of any audits conducted pursuant to this Agreement that may be required.

9.0 INDEPENDENT ENTITY AND ACKNOWLEDGEMENT OF RESPONSIBILITIES

9.01 **Independent Entity.** The Parties expressly acknowledge and agree that District, Center and County are each an independent entity and that each assumes all the rights, obligations, and liabilities applicable to it as an independent entity. No employee of any Party shall be considered an employee, agent, or representative of any other Party or gain any rights against the any other pursuant to that Party's personnel policies.

9.02 **Responsibilities**. Department shall not be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of the County or its employees in relation to this agreement. County shall not be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of Department or its employees in relation to this agreement. Department and County acknowledge that each entity is responsible for any claims or losses from personal injury or death or property damages that were caused by the acts or omissions of that entity, its agents, employees, or representatives in the performance of the services and activities under this agreement.

9.03 **Claims Notification**. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against any Party; the Party against whom the claim or other action is made shall give written notice to the other Parties of the claim, or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in the Notice provision of this Agreement. Except as otherwise directed, the Party against whom the claim has been made shall furnish to the other Parties copies

of all pertinent papers received by that Party with respect to these claims or actions.

10.0 TERMINATION

10.01 **Material Breach**. Any Party may terminate this Agreement if any other Party fails to cure a material breach which substantially impairs the value of the contract as a whole to the non-breaching Party within ten (10) days of receipt of written notice being given by the non-breaching Party. If more than ten (10) days are required to cure such default or breach, a reasonable time in excess of said days may be established, provided all Parties agree in writing as to the time period to be substituted. In the event such default or breach is not cured within the specified time, the Agreement may be terminated upon five (5) days written notice.

10.02 **Termination**. Any Party has the right to terminate this Agreement, in whole or in part, for the following reasons in compliance with the terms of this Agreement:

10.02.01 Another Party has failed to comply with any term or condition of this Agreement.

10.02.02 Another Party is unable to conform to changes required by federal, state or local laws or regulations.

10.02.03 If, during the budget planning and adoption process, the governing body of that Party fails to provide funding for this Agreement for that entity's fiscal year following the beginning of the Agreement.

10.02.04 Any Party finds that any other Party is not producing the results that are sufficiently beneficial to warrant continued expenditure of Agreement Funds.

10.03 **Procedure**. In the event of the occurrence of any provision allowing for termination, if no other procedure is specified, the Party desiring to terminate shall notify the other Parties in compliance with the Notice provisions of this Agreement of the decision to terminate this Agreement, an effective date of termination at least thirty (30) days after that notice, and, in the case of partial termination, the portion of the agreement to be terminated.

10.04 **Without Cause Termination**. Any Party may terminate this Agreement, in whole or in part, without cause, if the Party wanting to terminate the Agreement notifies the other Parties in compliance with the Notice provisions of the Agreement of the decision to terminate this Agreement, the effective date of termination at least sixty (60) days after that notice, and, in the case of partial termination, the portion of the Agreement to be terminated.

10.05 **Continued Liability**. Notwithstanding any exercise by County of its right of termination, neither District nor Center shall be relieved of any liability to County for damages due to County by virtue of any breach of this agreement by District or Center or for any payments due to County for services provided prior to the termination date.

11.0 NON-WAIVER

11.01 No payment, act or omission by any Party may constitute or be construed as a waiver of any breach or default of District, Center or County which then exists or may subsequently exist.

12.0 RESERVATION OF RIGHTS AND REMEDIES

12.01 **County**. All rights of County under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this

Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

12.02 **Requestors**. All rights of Requestors under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to Requestor under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

13.0 AMENDMENTS

13.01 **Written Amendments**. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be made in writing and signed by all Parties.

13.02 **Submission of Amendment**. District and Center shall submit all requests for alterations, additions or deletions of the terms of this Agreement or any attachment to it to the Travis County Purchasing Agent, with a copy to the Executive Manager. The Travis County Purchasing Agent, with the approval of the Executive Manager, shall present Department requests to Commissioners Court for consideration.

13.03 **Authority to Change**. DISTRICT AND CENTER AGREE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT UNDER A SPECIFIC PROVISION OF THIS AGREEMENT OR BY SEPARATE ACTION BY THE COMMISSIONERS COURT.

14.0 BINDING AGREEMENT

14.01 This Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the Parties to this Agreement.

15.0 ENTIRE AGREEMENT

15.01 All oral and written agreements between the Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

15.02 **Attachments**. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performance by Travis County through Travis County Services for the Deaf and Hard of Hearing, in accordance with the terms of this Agreement:

15.02.01 Attachment A - Hourly Rates, Policies and Locations - District (Medical Assistance Program (MAP) Clinics.
15.02.02 Attachment B - Hourly Rates, Policies and Locations - Center
15.02.03 Attachment C - Ethics Affidavit

16.0 LAW AND VENUE

16.01 This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement shall be performable in the City of Austin, Texas or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Agreement will take place in Travis County and the City of Austin.

17.0 SEVERABILITY

17.01 If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

18.0 NOTICES

18.01 Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address hereinafter specified.

18.02 **County Address**. The address of County for all purposes under this Agreement shall be:

Sherri Fleming, Executive Manager
TCHHSVS
P. O. Box 1748
Austin, Texas 78767

With copies to (registered or certified mail with return receipt is not required):

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767

and

Cyd Grimes, Purchasing Agent
P. O. Box 1748
Austin, Texas 78767

18.03 **District Address**. The address of the District for all purposes under this Agreement and for all notices hereunder shall be:

Patricia A. Young Brown (or her successor in office)
President and CEO
Travis County Healthcare District
1111 East Cesar Chavez Street, Suite B
Austin, Texas 78702

18.04 **Center Address**. The address of the Center for all purposes under this Agreement and for all notices hereunder shall be:

David B. Vliet (or his successor in office)
Chief Executive Officer
Community Health Centers
15 Waller Street, 5th Floor
Austin, Texas 78702

18.05 **Change of Address**. Each Party may change the address for notice to it by giving notice of the change in compliance with Section 18.0.

19.0 LEGAL AUTHORITY

19.01. **Legal Authority to Enter Agreement**.

19.01.01 District guarantees that District possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and to perform as District has obligated itself to perform under this Agreement.

19.01.02 Center guarantees that Center possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and to perform as Center has obligated itself to perform under this Agreement.

19.01.03 County guarantees that County possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and to perform the services County has obligated itself to perform under this Agreement.

19.02 **Signors.**

19.02.01 The person or persons signing this Agreement on behalf of District, or representing themselves as signing this Agreement on behalf of District, do hereby warrant and guarantee that he, she or they have been duly authorized by District to sign this Agreement on behalf of District and to bind District validly and legally to all terms, performances, and provisions in this Agreement.

19.02.02 The person or persons signing this Agreement on behalf of Center, or representing themselves as signing this Agreement on behalf of Center, do hereby warrant and guarantee that he, she or they have been duly authorized by Center to sign this Agreement on behalf of Center and to bind District validly and legally to all terms, performances, and provisions in this Agreement.

19.02.03 The person or persons signing this Agreement on behalf of County, or representing themselves as signing this Agreement on behalf of County, do hereby warrant and guarantee that he, she or they have been duly authorized by County to sign this Agreement on behalf of County and to bind County validly and legally to all terms, performances, and provisions in this Agreement.

20.0 CONFLICT OF INTEREST

20.01 The parties shall ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of District, Center or County who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any Agreement, subcontract or agreement with respect to it, or the proceeds under it, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

20.02 **County Forfeiture of Contract**. If Center has done business with a Key Contracting Person as listed in Exhibit "A" to Attachment C during the 365 day period immediately prior to the date of execution of this Agreement by Center or does business with any Key Contracting Person at any time after the date of execution of this Agreement by Center (including business done during any Renewal Term of this Agreement) and prior to full performance of this Agreement, Center shall forfeit all County benefits of this Agreement and County shall retain all performance by Center and recover all considerations, or the value of all consideration, paid to Center pursuant to this Agreement. Center shall notify County of any change in the information submitted with this Center as to the Ethics Affidavit within twenty (20) days of such change throughout the Initial Term and/or any Renewal Term.

20.03 **Conflict of Interest**. If required by Chapter 176, Texas Local Government Code, District and/or Center shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Center/District shall update this Questionnaire by September 1 of each year for the duration of this Agreement, as required by Chapter 176, Texas Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, the Center/District shall submit an updated Questionnaire. The Center/District should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

20.04 **Debarment, Suspension and Other Responsibility Matters**. This Section 20.04 provides for compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." Center and District, by signing this Contract, hereby warrant and certify that, to the best of their knowledge and belief, they and their principles:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

(b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b); and

(d) have not within a three year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Where Center/District is unable to certify to any of the statements in this Section 20.04, Center/District shall provide a written explanation of such inability prior to the effective date of this Agreement for County's consideration and evaluation with the understanding that such may result in termination of this Agreement by County

21.0 POLITICAL AND SECTARIAN ACTIVITY

21.01 No Party shall use any of the performance under this Agreement or any portion of the Agreement funds for any prohibited activity related to the result of an election for public office.

21.02 All Parties shall ensure that activities performed under this Agreement shall be carried on in a manner free from religious influence. No Party shall execute any agreement with any primarily religious organization to receive Agreement Funds from unless the agreement includes provisions to effectuate this assurance. District, Center

and County shall submit such agreements to the other Parties prior to the release of Agreement Funds under such agreement.

22.0 INTERPRETATIONAL GUIDELINES

22.01 **Computation of Time**. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County, District or Center has declared a holiday for its employees these days shall be omitted from the computation.

22.02 **Number and Gender**. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

22.03 **Headings**. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

23.0 ASSIGNABILITY

23.01 No Party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Parties. It is acknowledged by District and Center that no officer, agency, employee or representative of County has any authority to grant such assignment unless expressly granted that authority by the Commissioners Court.

24.0 OTHER PROVISIONS

24.01 **Survival of Conditions**. Applicable provisions of this Agreement, shall survive beyond termination or expiration of this Agreement until full and complete compliance with all aspects of these provisions has been achieved where the Parties have expressly agreed that those provisions should survive any such termination or expiration or where those provisions remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

24.02 **Force Majeure**. No Party shall be financially liable to the other Parties for delays or failures to perform in Agreement performance caused by force majeure (i.e., those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The Party seeking to avail itself of this clause shall notify the other Parties within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible.

EXECUTED in duplicate originals this the 1st day of March, 2009.

TRAVIS COUNTY

By:_____
Samuel T. Biscoe, County Judge Date:_____

Approved as to Form:_____ Date:_____
Assistant County Attorney

Approved By:_____ Date:_____
Cyd Grimes, Purchasing Agent
Funds Verified By:_____ Date:_____
Susan Spataro, County Auditor

TRAVIS COUNTY HEALTHCARE DISTRICT

By:_____
Printed
Name:_____ Date:_____

CENTRAL TEXAS COMMUNITY HEALTH CENTERS

By:_____
Printed
Name:_____ Date:_____

ATTACHMENT A
RATES, POLICIES AND LOCATIONS
DISTRICT (MAP CLINICS)

RATES:

Per Hour	Day Rate >48 Hr. Notice	Day Rate <48 Hr. Notice	Night Rate >48 Hr. Notice	Night Rate <48 Hr. Notice
STANDARD RATES	$50.00	$55.00	$50.00	$55.00

POLICIES:

District and County agree that the County will:

Provide interpreter(s) for assignments requested by District subject to the availability of interpreters, and charge District a one hour minimum or the assignment time requested, whichever is longer, at the hourly rate of the interpreter(s) scheduled, in addition to an administrative/coordination fee equivalent to one hour payable at the billing rate of the interpreter(s) assigned, with time computed in fifteen-minute increments, rounded up to the nearest fifteen minutes, for each interpreter assigned.

If District requests an interpreter and either the District representative or the deaf consumer cancel the appointment and the County is not informed of the appointment cancellation Forty-Eight (48) hours prior to the agreed upon appointment time, District will be responsible for payment for the prearranged and committed time at the hourly rate of the interpreter(s) assigned, and subject to other standard policies.

If District requests interpreter service and either the deaf individual or the District staff person fail to appear for the scheduled appointment, District agrees to pay County at the designated rate for committed time scheduled plus the standard one hour administrative fee.

If District requests the interpreter service and the assignment ends earlier than the time requested and committed by the interpreter(s), District agrees to pay County at the designated rate for committed time scheduled plus the standard one hour administrative fee.

County reserves the right to select appropriate interpreter/s for the assignment, based on County's assessment of the deaf person's communication needs, and/or the length of the assignment.

LOCATIONS - MEDICAL ASSISTANCE PROGRAM (MAP) CLINICS:

The following list indicates MAP Clinics being served at the time of the execution of this Agreement. Written notice will be provided to County (TCHHSVS and Travis County Services for the Deaf) at any time that locations are changed, deleted or added.

Cesar Chavez Building
1111 E. Cesar Chavez
Austin, Texas

Del Valle Community Center
3518 FM 973
Del Valle, Texas

Manor Community Center
600 W. Carrie Manor

Northeast Austin Community Health Center
7112 Ed Bluestein

Manor, Texas

Oak Hill Community Center
8656 Hwy 71 West, Bldg. A, 1st Floor
Oak Hill, Texas

Pflugerville Community Center
15822 Foothill Farms Loop, Bldg. D
Pflugerville, Texas

Austin, Texas

South Austin Community Health Center
2529 S. First St.
Austin, Texas

Austin Resource Center for the Homeless (ARCH)
500 E. 7th Street
Austin, Texas

ATTACHMENT B
RATES, POLICIES AND LOCATIONS
CENTER

RATES:

Per Hour	Day Rate >48 Hr. Notice	Day Rate <48 Hr. Notice	Night Rate >48 Hr. Notice	Night Rate <48 Hr. Notice
STANDARD RATES	$50.00	$55.00	$50.00	$55.00

POLICIES:

Center and County agree that the County will:

Provide interpreter(s) for assignments requested by Center subject to the availability of interpreters, and charge Center a one hour minimum or the assignment time requested, whichever is longer, at the hourly rate of the interpreter(s) scheduled, in addition to an administrative/coordination fee equivalent to one hour payable at the billing rate of the interpreter(s) assigned, with time computed in fifteen-minute increments, rounded up to the nearest fifteen minutes, for each interpreter assigned.

If Center requests an interpreter and either the Center representative or the deaf consumer cancel the appointment and the County is not informed of the appointment cancellation Forty-Eight (48) hours prior to the agreed upon appointment time, Center will be responsible for payment for the prearranged and committed time at the hourly rate of the interpreter(s) assigned, and subject to other standard policies.

If Center requests interpreter service and either the deaf individual or the Center staff person fail to appear for the scheduled appointment, Center agrees to pay County at the designated rate for committed time scheduled plus the standard one hour administrative fee.

If Center requests the interpreter service and the assignment ends earlier than the time requested and committed by the interpreter(s), Center agrees to pay County at the designated rate for committed time scheduled plus the standard one hour administrative fee.

County reserves the right to select appropriate interpreter/s for the assignment, based on County's assessment of the deaf person's communication needs, and/or the length of the assignment.

LOCATIONS - CENTRAL TEXAS COMMUNITY HEALTH CENTERS:

The following list indicates Community Health Centers being served at the time of the execution of this Agreement. Written notice will be provided to County (TCHHSVS and Travis County Services for the Deaf) at any time that locations are changed, deleted or added.

Austin Resource Center for the Homeless
(ARCH)
500 E. 7th Street
Austin, Texas

Mobile Dental Unit
15 Waller Street
Austin, Texas

City of Austin Dental Clinic
Rebekah Baines Johnson Building
15 Waller Street
Austin, Texas

David Powell Clinic
Specializing in the Treatment for HIV-Related Illness
4614 North IH 35
Austin, Texas

Del Valle CHC
(South Rural)
3518 FM 973
Del Valle, Texas

East Austin CHC
211 Comal Street
Austin, Texas

Montopolis CHC
1200-B Montopolis Drive
Austin, Texas

Northeast Austin CHC
7112 Ed Bluestein Blvd.
Austin, Texas

Oak Hill CHC
(West Rural)
8656-A Highway 71 West, Suite C
Austin, Texas

Pflugerville CHC
(North Rural)
15822 Foothill Farms Loop
Pflugerville, Texas

Rosewood-Zaragosa CHC
2802 Webberville Rd.
Austin, Texas

Manor CHC
600 W. Carrie Manor
Manor, Texas

Salvation Army Homeless Clinic
501 East 8th Street
Austin, Texas

Safe Place
P. O. Box 19454
Austin, Texas

RBJ Dental Clinic
15 Waller Street
Austin, Texas

South Austin Dental Clinic
2529 S. First Street
Austin, Texas

Red River Community Health Center
1215 Red River St.
Austin, Texas

Life Works
408 West 23rd Street
Austin, Texas

A.K. Blackson CHC
928 Blackson Avenue
Austin, Texas

William Cannon CHC
6801 S. IH 35
Suite 1-E
Austin, Texas

Northeast Dental Clinic
7112 Ed Bluestein Blvd.
Austin, Texas

South Austin CHC
2529 S. First Street
Austin, Texas

ATTACHMENT C

ETHICS AFFIDAVIT

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
March 26, 2009

Agenda Item 6

Receive, discuss and take appropriate action where necessary on updates regarding the March 1, 2009 transfer of the City of Austin Community Care Services Department to the District, including: (a) the leases of community health center facilities from Travis County; (b) the Fifth Amendment to the Interlocal Agreement with Travis County; (c) the proposed Interlocal Agreement for Close-Out and Post-Transition Services with the City of Austin; and (d) the proposed Interlocal Agreement for Emergency Medical Services with the City of Austin.

(No Back-up)

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
March 26, 2009

Agenda Item 7

Discuss and take appropriate action regarding a Records Interlocal Agreement between the City of Austin and the Travis County Healthcare District.
(Back-up – Memo)

travis county HEALTHCARE DISTRICT

Memorandum

To: Travis County Healthcare District Board of Managers

From: Patricia Young Brown, President and CEO

Date: March 20, 2009

Re: Discuss and take appropriate action regarding a Records Interlocal Agreement between the City of Austin and the Travis County Healthcare District

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SUMMARY AND BACKGROUND

This proposed Records Interlocal Agreement with the City is required as a result of the March 1, 2009 transition of the Community Care Services Department ("CCSD") operations and staff to the District and the Central Texas Community Health Centers ("CTCHC"). The Agreement provides for the retention, storage, access to, and disposal of the CCSD records and City human resources records. The City will continue to own and be the custodian of the records, but the District and CTCHC will have possession and use of the records. The District will maintain the records, and comply with applicable records retention requirements. The City will have access to the records upon request. The Agreement is effective March 1, 2009, for an initial term of one year, with fourteen automatic one-year renewal terms.

RECOMMENDED ACTION

Staff recommends that the Board approve the Records Interlocal Agreement between the City of Austin and the Travis County Healthcare District and authorize the District President and CEO to negotiate and execute a final agreement on similar terms or terms more favorable to the District.

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
March 26, 2009

Agenda Item 8

Discuss and take appropriate action regarding a proposed increase in the amount of funds allocated through an expenditure of expansion funds for radiation/oncology services provided by Austin Cancer Center.

(Back-up - Memo)

Travis County Healthcare District
Request for Board of Managers Consideration
March 26, 2009

Board of Managers Regular Agenda Item:

8. Discuss and take appropriate action regarding a proposed increase in the amount of funds allocated for radiation/oncology services provided by Austin Cancer Center.

Recommended Board Action: Approve a third amendment to the District's contract with Austin Cancer Center for radiation oncology services to increase the current contract term amount by $315,000 to cover increased utilization of services.

TCHD Strategic Direction: SC03: Increase the availability of specialty care services.

Resource Impact: The District has $315,000 available in the service expansion budget.

Anticipated Result: The requested increase in funding will help ensure access to radiation oncology services for MAP enrollees by addressing increasing utilization, higher costs, and allow for services to an estimated 200 MAP enrollees.

Background Summary:

Background: The current District contract with Austin Cancer Centers had an initial term of October 1, 2006 through September 30, 2007 with three 12-month renewal options. The current term is the second renewal term for the contract. The initial contract amount, which was inherited from the City of Austin, of $80,000 was increased in June 2007 to a not-to-exceed amount of $125,000 to cover services for both City and County MAP enrollees.

The proposal under consideration would increase the contract amount of $125,000 to $440,000 based on the projected utilization needs and recently increased fees.

- MAP enrollment has increased by 18% from February 2008 to February 2009.
- The number of MAP enrollees utilizing radiation oncology services has increased by 14% from January 2008 to December 2008.
- The Medicaid fee schedule, upon which District payments are based, was increased 5% in January 2009 and could be increased again for 2010 and 2011 depending on actions taken during the current legislative session.

The average monthly cost for these services varies significantly based on need. The monthly average for the first quarter of FY09 was $29,970. A straight-line projection for the year based on this data would be $359,640; however, average monthly treatment costs for FY08 was $48,280.

The goal of the request is to ensure that sufficient funds are budgeted so that additional funding will not need to be requested during the contract year.

Board Committee Coordination:

COMMITTEE	CHAIR	COMMENTS	DATE CONSIDERED
Budget & Finance Committee	**Rosie Mendoza**	**No quorum present.**	**3/19/2009**
Board of Managers	**Carl Richie**		**3/26/2009**

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
March 26, 2009

Agenda Item 9

Receive and discuss reports from the Board committees: *ad hoc* Nominations Committee, Audit and Compliance Committee, Budget and Finance Committee, and Legislative Committee (including a report from HillCo Partners, the District's legislative consultant, on current and anticipated legislative and executive branch, including state agency activities).

(Back-up – Committee Minutes)

Unapproved

TRAVIS COUNTY HEALTHCARE DISTRICT
BOARD OF MANAGERS
AD HOC NOMINATIONS COMMITTEE

CLERK'S NOTES – FEBRUARY 26, 2009

On Thursday, February 26, 2009, a regular meeting of the ad hoc Nominations Committee of the Travis County Healthcare District Board of Managers was called to begin at 11:36 a.m. in the Cesar Chavez Board Conference Room, 1111 E. Cesar Chavez, Austin, Texas 78702. A quorum of the Committee was not present, and all agenda items are therefore tabled and may be considered at the next scheduled meeting of the Committee.

The committee members that were present discussed the following agenda items but took no action due to a lack of a quorum:

1. **Develop recommendations as to whether the Travis County Healthcare District Board of Managers desires to elect a Chairperson-Elect.**

2. **Discuss, assemble and make recommendations for nominations for consideration by the Travis County Healthcare District Board of Managers at its February 26, 2009 meeting for the following positions: (a) Chairperson; (b) Chairperson-Elect, if desired; (c) Vice-Chairperson; and (d) Treasurer of the Board of Managers.**

3. **Develop recommendations concerning the appointment of a Secretary of the Travis County Healthcare District Board of Managers at its February 26, 2009 meeting.**

The discussion concluded at 12:42 p.m.

DRAFT

Unapproved

TRAVIS COUNTY HEALTHCARE DISTRICT
BOARD OF MANAGERS
BUDGET AND FINANCE COMMITTEE

MINUTES OF THE MEETING –THURSDAY, FEBRUARY 19, 2009

On Thursday, February 19, 2009, the Budget and Finance Committee of the Travis County Healthcare District Board of Managers convened in open session at 11:47 a.m. in the Cesar Chavez Board Conference Room, 1111 E. Cesar Chavez, Austin, Texas 78702. A quorum of the committee was present. The clerk for the meeting was Margo Davis.

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1. Approve the minutes from the Budget and Finance Committee meeting on January 15, 2009.

Clerk's Notes: A motion was made by Manager Rodriguez and seconded by Manager Lancaster to approve the minutes as presented. The motion was adopted on the following vote:

Chair Rosie Mendoza	For
Manager Bobbie Barker	Absent
Manager Tom Coopwood	For
Manager Frank Rodriguez	For

2. Receive and discuss information related to the operation of a health center located on Rundberg Lane and IH-35.

3. Receive, discuss and take appropriate action on planning related to the proposed North Central health center.

Clerk's Notes: Leslee Froehlich, City of Austin Community Care Services Department Chief Operating Officer, provided an overview of the Rundberg site plan summary.

4. Receive, discuss and take appropriate action regarding the District's purchasing of NextGen software licenses, related programming and installation of the software at Seton specialty clinics in the University Medical Center at Brackenridge (UMCB) and UMCB Clinical Education Center (CEC) campuses to significantly improve the exchange of clinical referral information of CommUnityCare clients to specialty care providers.

Clerk's Notes: Larry Wallace, District Chief Service Delivery Officer, explained the current delays in clinic operations and the improvements to specialty care that the NextGen software system will provide.

Vice-Chairperson Coopwood announced that he had filed a conflict-of-interest affidavit as required by Chapter 171 of the Texas Government Code and did not participate in the deliberation or vote on this motion.

Chair Mendoza moved that the Committee recommend that the Board consider the request to purchase NextGen software licenses, related programming and installation of the software at

Seton specialty clinics in the University Medical Center at Brackenridge (UMCB) and UMCB Clinical Education Center (CEC) campuses to significantly improve the exchange of clinical referral information of CommUnityCare clients to specialty care providers. Manager Rodriguez seconded the motion. The motion was adopted on the following vote:

Chair Rosie Mendoza	For
Manager Bobbie Barker	Absent
Manager Tom Coopwood	Abstain
Manager Frank Rodriguez	For

5. Receive, discuss and take appropriate action regarding establishing a certificate of deposit with Chase bank to secure procurement cards for CommUnityCare business use.

Clerk's Notes: Carolyn Konecny, District Chief Financial Officer, explained that the procurement cards for CommUnityCare business will be used to facilitate supply ordering and payment, primarily pharmacy related and that the credit cared will also give flexibility to make small purchases quickly to facilitate patient care.

Manager Coopwood moved that the Committee recommend that the Board consider the request to establish a certificate of deposit with Chase bank to secure procurement cards for CommUnityCare business use. Manager Rodriguez seconded the motion. The motion was adopted on the following vote:

Chair Rosie Mendoza	For
Manager Bobbie Barker	Absent
Manager Tom Coopwood	For
Manager Frank Rodriguez	For

6. Receive and discuss an update on the District's fiscal year 2008-2009 service expansion funds.

7. Discuss and take appropriate action on items affecting the District's fiscal year 2008-2009 budget and strategic objectives.

Clerk's Notes: The committee meeting adjourned at 1:08 p.m. on a motion made by Manager Coopwood and seconded by Manager Rodriguez which was adopted on the following vote:

Chair Rosie Mendoza	For
Manager Bobbie Barker	Absent
Manager Tom Coopwood	For
Manager Frank Rodriguez	For

Unapproved

TRAVIS COUNTY HEALTHCARE DISTRICT
BOARD OF MANAGERS
LEGISLATIVE COMMITTEE

CLERK'S NOTES – FEBRUARY 12, 2009

On Thursday, February 12, 2009, a regular meeting of the Legislative Committee of the Travis County Healthcare District Board of Managers was called to begin at 12:29 p.m. in the Cesar Chavez Board Conference Room, 1111 E. Cesar Chavez, Austin, Texas 78702. A quorum of the Committee was not present, and all agenda items are therefore tabled and may be considered at the next scheduled meeting of the Committee.

The committee members that were present discussed the following agenda items but took no action due to a lack of a quorum:

1. **Approve the minutes from the Legislative Committee meetings of October 31, 2008.**

2. **Receive, discuss, and take appropriate action on a report from the Distrcit's legislative consultant and District staff on current federal and state legislative, regulatory, and executive branch activities that may impact the District.**

3. **Discuss the potential expansion of academic medicine in Central Texas.**

4. **Discuss and take appropriate action regarding the District's local bill addressing retirement and flexibility in providing health benefits to persons for whom the District is responsible and a general bill addressing that same flexibility.**

The discussion concluded at 1:46 p.m.

DRAFT

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
March 26, 2009

Agenda Item 10

Receive and discuss the CEO's report on the following District activities: (a) procurement activity; (b) communications/outreach statistics for February 2009; (c) the evaluation of the E-merge program; and (d) an update on the status of the Rundberg Lane Community Health Center.

(Back-up – Reports)

Travis County Healthcare District
Board of Managers
Procurement Activity Report

Through its purchasing policy (PUR001), the Board of Managers has authorized the District President and CEO to execute District contracts with a value of less than $50,000 without requiring board action or approval. In addition, the Board of Managers also authorizes the President and CEO to execute certain contracts on its behalf where the terms are as or more favorable than those presented to the Board at a regularly-scheduled meeting.

The following list identifies the contracts that were executed by the District President and CEO from February 17, 2009 through March 11, 2009. A contract summary page outlining specific terms, conditions, and award information (as applicable) is provided for each contract directly executed by the President and CEO as authorized by PUR001.

Contracts approved by Board of Managers with authorization for the District President and CEO to execute:

- Deferred Compensation Plan Second Amendment / Participation agreement with Great West Retirement Services.
- Retirement Plan Third Amendment/Participation Agreement with The Standard.
- Agreement with Delta Dental for the dental employee benefit.
- Amendment with NextGen for licenses/services to implement NextGen at Seton specialty clinics.
- Lease Agreement with Sigland Properties, II, Ltd. (Rundberg clinic site).
- Affiliated agreements for infrastructure and IT managed services with White Glove Technologies d/b/a Network Logistic, Inc. (NLI) including:
    - Issuance of a purchase order contract with NLI for additional Nortel phone handsets and labor to program phones ($13,270)
    - Issuance of a purchase order contract with Affiliated Communications to re-program messaging on Norstar telephones at Del Valle and Manor clinic sites ($120).
    - Issuance of a change order with TWT telecomm to increase bandwidth at RBJ as well as provision bandwidth at data center and in preparation for outfitting Rundberg site ($10,635).
    - Issuance of a task order with NLI for additional Citrix licenses, programming for hookup of telephone system to existing overhead paging systems, and additional cabling required to complete IT cutover ($33,326).

Contracts (<$50,000) executed by District President and CEO as authorized by PUR001:

- N/A

Conflict-of-Interest Statement Information:

Chapter 176 of the Local Government Code requires that local government officers file a conflict-of-interest statement disclosing certain relationships with a vendor within seven (7)

days of becoming aware of facts that give rise to the conflict. The District has contracted with the following new vendors:

- Affiliated Communications Austin
- Delta Dental
- NextGen
- Unifirst Corp ($400 to continue floor mat services at CommUnityCare and District sites)

Please ensure that you have no conflict-of-interest with any vendor that would require the filing of a conflict-of-interest statement. You do not need to do anything if you have no conflict. Completed conflict-of-interest statements should be filed with the District Administrative Coordinator (Kay Williams) using the form found in your Board packet. If you have any questions about whether you have a conflict, please contact Stacy Wilson.

travis county HEALTHCARE DISTRICT

Communications/Outreach Statistics
February-March 2009

Presentations/Events			
Date	**Venue/Topic**	**Presenters**	**~# in attendance**
3/10/09	Leadership Austin Essential Class	Trish	55
3/13/09	Community Action Network/ American Recovery and Reinvestment Tax Act	Trish	30

Web Site Statistics						
Month	**Visits**	**Unique Visitors**	**Page views ***	**Bounce Rate ****	**Time on Site**	**Top 3 Pages**
Feb. 2009	1,626	1,178	6,274	41.94%	2:44	1) /healthcare_services.htm - 18.52% 2) /employment - 10.52% 3) /about_district - 8.73%
Jan. 2009	1,027	695	3,327	44.21%	2:17	1) /employment.htm - 19.549% 2) /healthcare_services.htm - 15.45% 3) /people_profile.htm - 10.67%

**Pageviews is the total number of pages viewed on your site and is a general measure of how much your site is used.*

***Bounce Rate is the percentage of single-page visits (i.e. visits in which the person left your site from the entrance page).*

Earned Media			
Date	**Media Outlet**	**Title/Content**	**Author/Reporter**
3/19/09	Austin American Statesman	Mendoza reappointed to board	Staff Reports
2/27/09	Austin American Statesman	Board backs paperless records	Staff Reports

Special Projects
IT Cutover, Web site and extranet development, North Central Community Health Center communications, transitioning employee event

Translating Behavioral Health Interventions into the Primary Care Setting: Evaluation of an Integrated Behavioral Health Program for Underserved Patients

Project Status Report
March 6, 2009

This report provides a status update for the project as of March 6, 2009.

Study 1: Characterizing the E-Merge Program
Study 2: Adequacy of Mental Health Screening
Study 3: Evaluating the Impact of the E-Merge Program

Studies 1, 2, and 3 are combined for this update because they share a common data source.

Extraction of data from the Austin/Travis County NextGen computerized medical records system has been delayed because of the transition from the City of Austin to CommUnity Care. Staff are reestablishing connections with the NextGen data sources and working through bandwidth issues that are causing the system to function slowly. We will begin data cleaning immediately upon receiving the data. As noted in the previous update, the extent of data cleaning needed will not be known until we receive and evaluate the data. Once we have received the initial NextGen data extraction, it will be necessary to link to the ICC data. We have already had discussions with ICC personnel about this process, and we will begin working on this process immediately upon receiving the data. Data analyses will begin after data cleaning and linking are completed.

Study 4: Survey of E-Merge Participants and Primary Care Staff Perceptions about the Program

Study 4a: Patient Survey

Dr. Kirk von Sternberg and Andres Guariguata presented the study to the Operations/Clinic Managers Team on January 27, 2009. The clinic managers were very supportive of the project and some procedural details were worked out. These included accessing the list of primary care appointments, accessible office space, and timing of consent and survey administration. Following that introductory meeting, Dr. von Sternberg and Mr. Guariguata visited the East clinic and the Rosewood clinic. They were given a tour of each of these clinics, introduced to the behavioral health staff, shown office space that would be

available for project use and the times for each, and visited with the nurse managers. The survey participation incentives ($10 HEB gift cards) have been purchased.

We expect to begin patient recruitment on Friday, March 13, 2009 at the Northeast Clinic.

Study 4b: Clinician Survey

The start of the clinician survey has been delayed because of the transition to the new system in the clinics. We expect that during the week of March 9, 2009, Dr. Vander Straten will send an e-mail to clinicians inviting them to participate in the survey. The e-mail will contain a link to the on-line survey. Data collection for the clinician survey should be completed by April 15, 2009. Data analyses will begin after data collection has been completed.

Timeline

At this time, we still expect to complete all components of the project by August 31, 2009; however, the timeline for completion of Studies 1, 2, and 3 will depend on receipt of the data. If the data for Studies 1, 2, and 3 are not received by March 23, 2009, a delay in study completion is likely. A revised study timeline is attached.

Respectfully submitted on behalf of the project team,
Ken Lawson, Ph.D.
Associate Professor
College of Pharmacy
The University of Texas at Austin

Updated Timeline (as of March 6, 2009)

STUDY	Estimated Completion
Studies 1-3	
Preparation and submission to the DRC and IRB	Completed
IRB approval (expedited review)	Completed
Development of a data analysis plan	Preliminary plan completed (will be finalized after evaluating the data)
Data Cleaning	May 15, 2009*
Data Analysis	July 15, 2009*
Final report preparation	August 31, 2009*
Study 4a	
Patient survey development including translation into Spanish	Completed
Preparation and submission to the DRC and IRB (Full board review)	Completed
IRB approval (Full Board review)	Completed
Implementation and data collection	May 15, 2009
Data coding, entry and analysis	July 15, 2009
Final report preparation	August 31, 2009
Study 4b	
Clinician Survey Development	Completed
Preparation and submission to the DRC and IRB	Completed
IRB approval (expedited review)	Completed
Online survey development	Completed
Survey implementation	March 11, 2009
Data Analysis	May 15, 2009
Final report preparation	July 15, 2009

* Estimates are subject to receipt of data by March 23, 2009 and extent of data cleaning needed.

You are invited to participate in an online survey of primary care providers practicing in Austin/Travis County Community Health Centers. The purpose of this program evaluation is to explore the perceptions of primary care providers' regarding the integration of medical and behavioral health in community healthcare clinics and their mental health screening practices. The title of this study is:

Translating Behavioral Health Interventions into the Primary Care Setting: Evaluation of an Integrated Behavioral Health Program for Underserved Patients.

This effort is a cross departmental initiative being administered by UT Austin at the request of the Travis County Healthcare District leadership. The goal is twofold; to evaluate the efficacy of the E-Merge Program and to identify any training, clinical process or administrative enhancements needed to strengthen E-Merge.

Your participation is essential to helping us understand the views, needs, and clinical processes of providers working in the Austin/Travis County Community Health Centers. We hope you will take the time to assist us in the evaluation of this aspect of the study. We estimate that the online survey will take approximately 10 minutes to complete. The survey can be found at the following link:

https://www.surveymonkey.com/s.aspx?sm=o4iazqNuI5bvh0QS53Vznw_3d_3d

Risks to participating in the survey are considered minimal. There will be no costs for participating, nor will you benefit from participating. Your participation will involve completing this anonymous on-line survey. Of course, your participation in this online survey is completely voluntary. All survey responses will be collected anonymously and no personal identifying information will be collected. Data will only be reported in the aggregate. You may decline to answer any question and you have the right to stop the survey at any time.

If you have any comments or questions, you can contact Kirk von Sternberg, Ph.D. via email at vonsternberg@mail.utexas.edu, or via phone at (512) 232-0633.

This study has been reviewed and approved by The University of Texas at Austin Institutional Review Board. If you have questions about your rights as a study participant, or are dissatisfied at any time with any aspect of this study, you may contact - anonymously, if you wish - the Institutional Review Board by phone at (512) 471-8871 or email at orsc@uts.cc.utexas.edu.

IRB Approval Number: 2008-07-0085

Thank you in advance for your assistance in this effort. Your participation is very much appreciated.

travis county HEALTHCARE DISTRICT

Memorandum

To: Travis County Healthcare District Board of Managers

From: Margo Davis, Executive Assistant/Board Liaison

Date: March 20, 2009

Re: Agenda Item 10. Receive and discuss the CEO's report on the following: an update on the status of the Rundberg Lane Community Health Center.

At the March 19, 2009 Board of Managers meeting, Dr. Patrick inquired about the use and staffing of the Rundberg Lane Site. I am providing copies of the Rundberg Site Plan Summary that were provided at the Budget and Finance Committee meeting in February.

Please note that there have been recent updates/changes to this plan summary that we do not have in our possession but we hope to have the most recent version with the changes/updates highlighted for your review at the March 26, 2009 Board meeting. In the interim, we hope that you find the enclosed information useful to formulate any questions that you would like to ask during the CEO's report. Should you have any questions, please contact us.

Thanks!

CommUnityCare
Rundberg Site Plan Summary
TCHD Budget & Finance Committee
February 19, 2009

Operating Plan

- This site will be operating under the Optimizing Clinical Care Collaborative which is a best practice from IHI and promoted by HRSA and TACHC, the focus of which is "see your own – don't make them wait". By controlling the provider panel size and adopting scheduling templates that promote same day/next day access this can be achieved. We have already had success at South Austin and William Cannon using this model and are working on integrating the model at Montopolis, Pflugerville, Rosewood Zaragosa and Oak Hill.
- Distinct Pediatric and Adult spaces will be operated within the site.
- Open access will eliminate the need for triage services.
- There will be no OB or women's health at this site which will eliminate the Class D pharmacy, and the related need for licensed staff to perform pharmacy distribution and patient education. Patients will be referred to Northeast Women's Health providers for these services.
- Payor mix for this site will be controlled through a phone screening algorithm and monitoring of overall payor mix. Patients not appropriate for this site will be referred to other community resources – our sites or other District supported sites.
- Adults seen at this site will either be Medicare based, or parents of children receiving services at Rundberg. This will eliminate much of the sliding-fee-scale volume.
- This will not be a referral site for TCHD Eligibility. Only unfunded patients referred from Rundberg staff to TCHD eligibility will be allowed to select the clinic for services.

Revenue Assumptions:

- Volumes are based on each individual provider's expected performance level, and phased in until 2011. 2009 would be a ramp up period, 2010 is projected to operate at 85% capacity and 2011 at full capacity. Volume will be managed to be 50% Pediatric providers and 50% Adult providers.
- Pediatric payor mix is based upon an 80% funded, 20% unfunded model – reflective of access to Medicaid and CHIP for our patients. Adult payor mix is based on a 60% funded model (45% Medicare, 15% Medicaid). Lone Star currently manages to a 75% funded payor mix, 25% sliding fee scale. We will be reviewing their methodology for achieving this mix and sending staff to their sites to see how this is operating.

Providers and Staff:

Staffing Model

- Once fully operational the primary care provider staffing will be a pediatrician, an internist and two mid-level providers
- Support staffing for the clinical area will be one RN Charge Nurse. Each provider will have two MAs assigned to support their team. At least two MAs will also be cross-trained to assist with Medical Admitting Clerk duties as needed.
- Support staffing for the administrative functions will be two medical admitting clerks. This assumes a 0.5 FTE for each provider for check-in check-out, appointment scheduling, encounter entry and insurance verification.
- Shared staffing between the primary and specialty services includes the half-time administrative team (Administrator, Nursing Supervisor, Business Officer Supervisor), a Medical Admitting Clerk for quick eligibility screening and HIM support, and an FTE for centralized billing services.

Provider Recruiting

- Pediatrics:
    - Interviewed Dr. Moosani on 2/11, and is moving forward with reference checks. She completed her residency in 1995 and is already in Austin. She is available for April 1 start. Known to Dr. Thant and Dr. Haslund.
    - Dr. Wongsa has been screened and will be phone interviewed 2/18. Twelve years of practice, currently in Houston.
    - Dr. Kyu is a candidate referred by Dr. Thant and is scheduled to interview 2/19. She is in San Antonio and has been in private practice 8 years.
- Internal Medicine:
    - Dr. Foss interviewed on 2/17, and is moving forward with reference checks. He completed his residency in 2001 and is already in Austin.
    - Dr. Kimberi Johnson is a current locums interested in a permanent assignment and will be interviewed the last week of February.
- Nurse Practitioners:
    - Currently six potential candidates we are screening for interviews: Hyatt, Herrera, Fontana, Gondran, Dyer and Scheiber
- Contingency Plans – confirmed:
    - Dr. Swenson, FP, is committed to cover from the float pool, Monday through Thursday. Dr. Crump will be covering on Friday and Stone, PA will be backfilling Crump's Montopolis time.
    - Dr. Nair, Pediatrician, who is in our PRN pool, has committed to cover start-up operations. She has previously worked for CHC but is not currently assigned.

Site Management

- On site the clinic will have a Charge Nurse to coordinate daily clinical activity, and a Senior Medical Admitting Clerk to coordinate clerical duties.
- Site management will be a 0.5 team of Administrator, Nursing Supervisor and Business Office Supervisor. This team will be incorporated into the additional team partially funded from the UT Wellness Program.
- This management arrangement is already operating at our smaller sites.

Marketing Plan:

- The Site Action Plan includes:
  - outreach to health plans,
  - targeted newborn referrals from within our OB services,
  - outreach to local Medicare recipients through Senior Centers and direct mail lists,
  - outreach to Dell Children's
  - meeting with Lone Star to discuss how they market new sites
- We have been in dialogue with the Medicare and Medicaid Managed Care companies about services that are coming up – specifically William Cannon and Red River. (Amerigroup even participated in the William Cannon opening.) They are always willing to work with us on outreach to their patients when we have new capacity available. Meetings will be scheduled as soon as we have confirmation of the site.
- Having fixed capacity and open access will allow us to maintain Medicaid and Medicare patients with adequate and timely availability of services
- This site will allow us to offer two practice settings which will be important to achieve the mix of pediatrics and adults noted in the proforma

Project Funding:

- Capital funding for this project is being accomplished through existing CHC capital funds. Receipt of a HRSA grant this year will help to fund clinical equipment needed at several other sites, releasing routine equipment funds for this expansion purpose.
- Review of CHC's current budget and projected budget run rate for FY 2009 results in about $200,000 in funding which could be diverted to this project. This funding is primarily due to later starts in the Red River and UT Wellness Center projects.
- Operating funds of approximately $300,000 are needed from TCHD to support this expansion in 2009. That funding need drops to about $200,000 in FY 2010, and no anticipated funding needed in 2011.

Monitoring Goals:

- An action plan for implementation has been developed and team meetings are occurring weekly to track progress and make adjustments to the action plan. These meetings include Julie Thorpe, Development Director in charge of this project; Nancy Gilliam, Manager of Decision Support; Laura Walsh; Director of Marketing; Leslee Froehlich, Chief Operating Officer; Dr. David Vander Straten, Chief Medical Officer; and other participants as needed.
- Goals have been established for mix of pediatric versus adult patients, payor mix for both pediatrics and adults, and a phased-in visit target. Once the site is operational, each of these activities will be monitored monthly. Visits will be monitored daily, and graphed to determine peak days/times to help identify potential staffing and marketing adjustments.

CommUnityCare - Rundberg
New Site Action Plan - As of February 17, 2009
Primary Care Portion

GOAL - Two providers and staff to start April 1, third and fourth providers and staff to start by July 1
Weekly Team Meeting: Froehlich, Vander Straten, Thorpe, Gilliam, Walsh, others as needed

TASK	FTEs	POINT PERSON	DUE DATE	STATUS
Administrative				
Lease Execution		Young	2/10/2009	Completed
Lease Approval by Travis County Commissioners		Young	2/10/2009	Completed - 2/10
Meeting with Pete to discuss modeling/recruiting		Vliet	2/9/2009	Completed - 2/2
HRSA Project Scope Board Approval		Vliet	1/23/2009	Completed - 1/23
HRSA Project Scope Application		Gilliam	1/30/2009	Completed - 1/30
HRSA Project Scope Approval		Gilliam	4/1/2009	
Submit specialty project scope change		Gilliam		
FTCA Coverage Extension		Camarena	4/1/2009	Awaiting scope change
Submit for NPI #		Rippetoe		Awaiting scope change
DSHS Notification		Gilliam	4/1/2009	Not added to service sites, but required to notify
OPA Application		Gilliam	4/1/2009	Awaiting scope change
OPA Approval		Brown	7/1/2009	
Walgreens Contract		Brown	7/1/2009	Capital Plaza
Provider Medicare Numbers		Gilliam	9/18/2009	Estimated 170 days, consult with LS, other resources
Provider Medicaid Numbers		Gilliam	11/27/2009	Estimated 70 days, consult with LS, other resources
Payor Mix methodology		Thorpe	3/16/2009	Best practices with Lone Star
Assess Pedi ER time utilization		Gilliam	2/23/2009	ICC data
Telephone Algorithm		Thorpe/Gilliam	3/16/2009	Tied to patient mix methodology, currently trialing at South
Contract amendments (ICC, Labcorp, McKesson, Capitol Courier, AT Systems, NextGen, Riedel, Sonitrol, Hyperclean, Iron Mountain, Allied Barton, Office Depot, Language Services, Austin Cab, Stericycle)		Bitzer	3/2/2009	

CommUnityCare - Rundberg
New Site Action Plan - As of February 17, 2009
Primary Care Portion

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TASK	FTEs	POINT PERSON	DUE DATE	STATUS
Vaccine for Children contract		Sparks		Requires Medicaid # first
NextGen Licenses		Smith	3/16/2009	
Development of NextGen Templates		Thorpe	3/9/2009	
Notification of ERs, Specialty Clinics		Thorpe	3/2/2009	
Outreach to APD substation		Thorpe	3/30/2009	
CLIA Certification Requirements		Camarena/Rippetoe		
Triage Referrals from other clinics		Dr. Van/Thorpe	3/16/2009	
Establish items and quantities for clinical use only meds		Sparks/Brown	3/6/2009	
Budget development and funding		DeFalco		
PCN Funding		DeFalco		
Set-up fee collection & billing		Montemayor/Thorpe		
Staffing				
Physician Recruiting				
Pediatrician	1	Vander Straten	3/9/2008	**Confirmed Contingency - Nair, MD from PRN pool** Candidates: Moosani interviewed 2/11 - checking references, Kyu interview scheduled 2/19, Wongsa phone interview scheduled 2/18
Pedi or FP Nurse Practitioner	1	Vander Straten	6/8/2009	Candidates: Hyatt, Herrera, Fontana, Gondran, Dyer, Scheiber
FP Nurse Practitioner	1	Vander Straten	3/9/2008	**Confirmed Contingency - Swenson, MD from float pool, Crump on Fridays (w/ Stone,PA to backfill at MT)** Candidates: Hyatt, Herrera, Fontana, Gondran, Dyer, Scheiber
Internist	1	Vander Straten	6/8/2009	Candidates: Foss interviewed 2/17 - checking references, Johnson scheduling interview for week of 2/23

CommUnityCare - Rundberg
New Site Action Plan - As of February 17, 2009
Primary Care Portion

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TASK	FTEs	POINT PERSON	DUE DATE	STATUS
Staff Recruiting:				
Recruit "Start Up Team" from within CommUnityCare		Thorpe	2/27/2009	
Charge Nurse	1	Sparks	3/16/2009	1 known candidates: Monica - contact calls week of Feb 9, Meeting with recruitment coordinator 2/12/2009
Medical Assistants	4	Sparks	3/16/2009	Navarro - offer to be made for PRN pool 2/12, Caldwell - In PRN pool & backup if needed, Hernandez, Robinson -second interviews week of Feb 16
Medical Assistants	4	Sparks	6/15/2009	
Medical Admitting Clerk SR	1	Thorpe	3/16/2009	
Medical Admitting Clerk/MAC	1	Thorpe	3/16/2009	
MAC/HIM	1	Thorpe	6/15/2009	
Training		Thorpe	Varies	Three week lead time for providers, two week lead time for all other staff, Cross-train with Lone Star for best practice development prior to opening for key positions - charge nurse, MAC, others as identified

Marketing			
Consult with LoneStar on marketing model	Gilliam	3/2/2009	
Joint press release with TCHD	Walsh	3/6/2009	
Signage	Walsh	3/16/2009	
Medicare Managed Care	Gilliam	3/6/2009	
Medicaid Managed Care	Gilliam	3/6/2009	Superior meeting - 2/25
Northeast Targeted OB Patients	Walsh	3/13/2009	
Gus Garcia Senior Center	Walsh	3/13/2009	
Age 65+ Market List Mail Out	Walsh	3/13/2009	
Outreach to Dell Children's	Walsh	4/6/2009	

CommUnityCare - Rundberg
New Site Action Plan - As of February 17, 2009
Primary Care Portion

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TASK	FTEs	POINT PERSON	DUE DATE	STATUS
Post "Coming Soon" Banner		Walsh	?	
Secure Reach out and Read Program		Walsh/Thorpe	3/20/2009	
Direct mailout to Neighborhood - "Coming Soon"		Walsh	3/6/2009	
Meeting with Brack/AWH regarding assignment of Rundberg for newborns		Thorpe	3/16/2009	Scheduled - 3/03
Facilities				
Site Walk-thru		All Participants	3/13/2009	Completed - 2/13/09
Finalize Site Layout		All Participants	3/20/2009	Completed - 2/17/09
Make Ready - Paint/Floors		Cudzilo	3/13/2009	
ADA Forms to DSHS		Cudzilo	3/13/2009	
Install locks on exam room cabinets		Cudzilo	3/13/2009	
Order bulletin boards		Thorpe	3/20/2009	
Wireless Data System		Sheikhali	3/16/2009	NLI plan due 3/23
Computer hardware		Sheikhali	3/16/2009	
Computer scanning solution		Smith	3/16/2009	
Telephone System		Smith	3/31/2009	NLI plan due 3/23
Telephone number range/main number		Smith	2/27/2009	Main number assigned - included in new CommUnityCare brochure
Schedule testing of voice and pc functions		Smith	3/30/2009	
System set up for new providers/locations		Smith	3/20/2009	
Office Furniture		Thorpe	2/27/2009	Walk through with OD wk of 2/16
Alarm Permit		Bitzer	3/20/2009	
Install timeclock		Cudzilo	3/25/2009	
Order Medical Equipment		Thorpe	2/23/2009	Order placed 2/17
House keeping and waste mgmt		Thorpe/Bitzer	3/16/2009	

CommUnityCare - Rundberg
New Site Action Plan - As of February 17, 2009
Primary Care Portion

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TASK	FTEs	POINT PERSON	DUE DATE	STATUS
House cleaning to clean floors/carpets		Cudzilo	3/25/2009	
Installation of Sonitrol		Thorpe/Bitzer	3/20/2009	
Order copier		Thorpe	3/2/2009	
Obtain cab vouchers		Thorpe	3/23/2009	
Order safe		Thorpe	3/2/2009	
UV Lights installation		Cudzilo	3/23/2009	
Order vaccine refrigerator		Thorpe	2/23/2009	Ordered w/ McKesson 2/17
Determine initial McKesson order		Thorpe	2/23/2009	Finalizing - week of 2/16
Determine initial Office depot order		Thorpe	2/23/2009	Finalizing - week of 2/16
Change locks		Cudzilo	2/27/2009	
Certificate of Insurance		Cudzilo	3/13/2009	

Misc on site items			
ADA, etc posters	Thorpe	3/25/2009	
Post hours of operation	Thorpe	3/25/2009	
Evacuation map	Thorpe	3/25/2009	
Stocking of site	Thorpe	3/25/2009	

SITE PRACTICE PRINCIPLES:
See your own - don't make them wait!
No OB or women's health - refer to NEACHC
One charge nurse supplemented by all MA clinical staffing model
No Class D pharmacy - samples only
No triage
On site screening for insurance coverage
Hours of Operations: Initially M-F 8-5, moving to evening hours and Saturdays

CommUnityCare
Rundberg - Primary Care

Pro-Forma

	FY 2009	FY 2010	FY 2011
Volume and Payor Mix:			
Chip	227	887	1,044
Grants-Title XX	79	344	405
MAP	411	1,747	2,055
Medicaid	372	1,469	1,728
Medicaid Managed Care	1,150	4,593	5,403
Medicare	397	1,721	2,025
Medicare Managed Care	317	1,377	1,620
Sliding Fee Scale	521	2,142	2,520
Total Visits	3,474	14,280	16,800
Net Patient Revenue			
Chip	$11,845	$46,305	$54,476
Grants-Title XX	$5,056	$22,032	$25,920
MAP	$4,110	$17,468	$20,550
Medicaid	$74,069	$299,764	$361,480
Medicaid Managed Care	$228,977	$937,283	$1,130,253
Medicare	$36,627	$161,185	$192,473
Medicare Managed Care	$29,246	$128,948	$153,979
Sliding Fee Scale	$5,210	$21,420	$25,200
Total Patient Revenue	$395,140	$1,634,404	$1,964,331
TCHD Funding	$0		
Total Revenue	$395,140	$1,634,404	$1,964,331

Expenses:			
Salaries - Dedicated	$386,556	$875,772	$893,287
Salaries - Shared	$61,868	$117,169	$119,512
Benefits - Dedictaed	$113,273	$254,291	$263,183
Benefits - Shared	$18,649	$36,882	$38,214
Contracted Physicians	$0	$0	$0
Next Gen Licenses/Upgrades	$60,000	$0	$0
Lab	$8,872	$36,470	$42,906
Pharmacy	$47,068	$193,473	$227,615
Medical Supplies	$11,598	$47,673	$56,086
Office Supplies	$8,938	$3,779	$3,779
Lease	$72,519	$138,373	$145,292
Utilities	$14,504	$27,675	$29,058
Billing			
Eligibility			
Depreciation	$11,159	$17,245	$17,245
Admin Support (5%)	$39,467	$85,194	$91,809
Total Expenses	$854,470	$1,833,995	$1,927,987
Net Revenue/Loss	($459,330)	($199,592)	$36,345
Gross Cost/Visit	245.96	128.43	114.76
Net Cost/Visist	132.22	13.98	(2.16)

Assumptions
1. See Assumptions for ramp up in FY09
2. Salary cost in Year 2 increased by 2.0%, insurance by 5%
3. Lab, Pharmacy, Medical Supplies costs estimated per encounter.
4. Office Supplies costs estimated based on # of employees.
6. Administrative Overhead Support - 5%

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
March 26, 2009

Agenda Item 11

Discuss and take appropriate action regarding a formal evaluation of the Travis County Healthcare District President and CEO's performance, including compensation, her employment contract, and District executive employees' relative pay levels.

(No Back-up)

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
March 26, 2009

Agenda Item 12

Discuss and take appropriate action concerning the evaluation tool for the District President and CEO's next formal evaluation.
(No Back-up)

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
March 26, 2009

Agenda Item 13

Confirm the next regular Board meeting date, time, and location.
(No Back-Up)