TRAVIS COUNTY HEALTHCARE DISTRICT
BOARD OF MANAGERS

AGENDA

Thursday, December 18, 2008
11:00 a.m.

1111 E. Cesar Chavez Street
Austin, Texas 78702
Cesar Chavez Board Conference Room

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

a. October 23, 2008; and
b. November 13, 2008.

C2. Receive the November 2008 Investment Report and ratify Healthcare District investments for November 2008.

C3. Approve the proposed Renewal of the Professional Strategic Planning Consulting Services Agreement with Health Management Associates.

C4. Approve the proposed Renewal of the Professional Mental Health Consulting Services Agreement with Health Management Associates.

C5. Approve the proposed Renewal and Fourth Amendment of the Professional Services Agreement between Travis County Healthcare District and Hillco Partners.

C6. Approve a proposed renewal and amendment to the Contract for Primary Care Services with El Buen Samaritano Episcopal Mission.

C7. Approve the Fiscal Year 2009 Strategic Plan Update.

C8. Approve proposed amendments to the Travis County Healthcare District Board of Managers Bylaws.

C9. Receive the November 2008 Travis County Healthcare District financial statements.

C10. Approve a regular meeting schedule for the Travis County Healthcare District Board of Managers for 2009.

C11. Appoint an *ad hoc* Nominations Committee composed of Bobbie Barker, Clarke Heidrick, and Frank Rodriguez to nominate Travis County Healthcare District Board of Managers officers.

REGULAR AGENDA*

1. Discuss and take appropriate action regarding the purchase of property for the North Central Community Health Center.[1]

2. Discuss and take appropriate action regarding:

   i. proposed leases of community health centers from the City of Austin;
   ii. an update on the status of the transfer of the City of Austin Community Care Services Department to the District; and
   iii. an update on retirement issues affecting the transitioning City employees.[1]

3. Discuss and take appropriate action regarding a Services Agreement between Daughters of Charity Health Services of Austin and the Travis County Healthcare District for housekeeping services at the Red River Community Health Center and a proposal to exempt that Agreement from the District's competitive procurement requirements.

4. Approve a proposed Agreement for Specialty Care Services between the Travis County Healthcare District and Daughters of Charity Health Services of Austin d/b/a University Medical Center at Brackenridge.

5. Discuss and take appropriate action regarding a proposed legislative agenda for the 81st Legislative Session.

6. Discuss and take appropriate action regarding an updated proposal from White Glove Technologies d/b/a Network Logistics, Inc. for information technology services.

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

8. Receive and discuss reports from the Board committees: *ad hoc* Community Care Services Department Transition 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).

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

Note 1, Possible closed meeting 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 a closed meeting if there are issues that require consideration in a closed meeting and the Board announces that the item will be considered during a closed meeting.

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
December 18, 2008

Agenda Item C1

Approve minutes for the following meetings of the Travis County Healthcare District Board of Managers: (a) October 23, 2008 and (b) November 13, 2008. (Back-Up – Minutes)

Unapproved

MINUTES OF MEETING – OCTOBER 23, 2008

TRAVIS COUNTY HEALTHCARE DISTRICT
BOARD OF MANAGERS MEETING

On Thursday, October 23, 2008, a regular meeting of the Travis County Healthcare District Board of Managers convened in open session at 5:40 p.m. in the Commissioners Courtroom of the Granger Building, 314 West 11th Street, Austin, TX 78701. A quorum of the Board was present. Chairperson Richie and Secretary Lancaster were present. Clerk for the meeting was Margo Davis.

CITIZENS' COMMUNICATION

Clerk's Notes: Stacy Wilson, Assistant Travis County Attorney, introduced Daniel Bradford, an Assistant County Attorney with the Travis County Attorney's Office, who will provide assistance with matters related to public formation requests received by the Travis County Healthcare District.

CONSENT AGENDA

C1. Approve minutes for the following meetings of the Travis County Healthcare District Board of Managers: (a) September 4, 2008 (public hearing); (b) September 11, 2008; and (c) September 25, 2008.

C2. Receive the September 2008 Investment Report and ratify Healthcare District Investments for September 2008.

Clerk's Notes: Secretary Lancaster moved that the Board add regular agenda items 2 and 4 to the consent agenda. 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	Absent
Manager Clarke Heidrick	For
Manager Donald Patrick	For
Manager Eduardo Sanchez	Absent
Manager Frank Rodriguez	Absent

Manager Heidrick moved that the Board approve Consent Agenda items C1 and C2 and regular agenda item numbers 2 and 4. 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	Absent
Manager Clarke Heidrick	For
Manager Donald Patrick	For
Manager Eduardo Sanchez	Absent
Manager Frank Rodriguez	Absent

REGULAR AGENDA

1. Receive and discuss the September 30, 2008 Fourth Quarter and Year-End Investment Report.

Clerk's Notes: This agenda item was not discussed.

2. Discuss and take appropriate action regarding proposed amendments to the Travis County Healthcare District Investment and Collateral Policies and Procedures.

Clerk's Notes: This item was approved as part of the Consent Agenda. Please refer to the Consent Agenda for a summary of the Board's motion and vote.

3. Receive and discuss a report of the September 2008 financial statements for the Travis County Healthcare District.

Clerk's Notes: Carolyn Konecny, District Chief Financial Officer, gave an overview of the September 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.

4. Discuss and take appropriate action on the appointment of two members to the Board of the Central Texas Community Health Centers 501(c)(3) corporation.

Clerk's Notes: This item was approved as part of the Consent Agenda. Please refer to the Consent Agenda for a summary of the Board's motion and vote.

5. Discuss and take appropriate action regarding a proposed policy to coordinate anticipated patient volume with the provider resource capability of the Community Health Center system.

Clerk's Notes: Leslee Froehlich, Community Care Services Department Chief Operating Officer, explained the patient capacity constraints of the Community Health Centers ("CHC"). She also explained that there have been misconceptions regarding

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the value of the CHC card, as some patients believe that it ensures access to a CHC provider. However, access to a CHC provider is based on the provider's availability. Limited time and space result in unmet healthcare needs and increased emergency room visits; therefore, the system needs to be reconfigured to address available patient capacity.

The Board took no action on this item.

6. Receive and discuss the CEO's report on current District activities, including (a) Procurement Activity; (b) Staff Progress; (c) Strategic Planning Progress; (d) Healthcare Expenditure; (e) Integrated Care Collaboration's (f/k/a Indigent Care Collaboration) Priority Projects for September and October 2008; (f) Communications/Outreach Statistics for September and October 2008; and (g) Psychiatric Services Stakeholder Meeting.

Clerk's Notes: This agenda item was not discussed.

7. Receive and discuss reports from the Board committees: *ad hoc* Community Care Services Department Transition Committee, *ad hoc* Medical School 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 agenda, activities).

Clerk's Notes: This agenda item was not discussed.

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

Clerk's Notes: Patricia Young Brown, District President and CEO, announced that the next regular Board meeting is scheduled to be held on Thursday, November 13, 2008, at 5:30 p.m., in the Ned Granger Building First Floor, Commissioners Courtroom, 314 West 11th Street, Austin, Texas 78701.

9. Discuss and take appropriate action regarding the purchase of property and the North Central Community Health Center.

Clerk's Notes: Vice-Chairperson Coopwood moved that the Board convene in executive session to discuss agenda items 9 and A.1. under Section 551.071 of the Texas Government Code, Consultation with Attorney. Manager Heidrick 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	Absent

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

The Board convened in executive session at 5:46 p.m. and re-convened in open session at 6:24 p.m. No action was taken on Agenda Item 9.

A.1. Discuss and take appropriate action regarding the potential filing of a lawsuit challenging a portion of Public Information Act ruling OR2008-13965 by the Office of the Attorney General.

Clerk's Notes: Manager Heidrick moved that the Board authorize the District President and CEO to file and prosecute a lawsuit challenging a portion of Public Information Act ruling OR2008-13965 as presented by staff if the President and CEO determines that such a lawsuit is necessary.

Manager Heidrick further moved that the President and CEO provide periodic updates to the Board regarding the progress of the suit. Manager Patrick 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	Absent
Manager Clarke Heidrick	For
Manager Donald Patrick	For
Manager Eduardo Sanchez	Absent
Manager Frank Rodriguez	Absent

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

The meeting adjourned at 6:46 p.m.

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

ATTESTED TO BY:

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Rose Lancaster, Secretary
Travis County Healthcare District Board of Managers

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Unapproved

MINUTES OF MEETING – NOVEMBER 13, 2008

TRAVIS COUNTY HEALTHCARE DISTRICT
BOARD OF MANAGERS MEETING

On Thursday, November 13, 2008, a regular meeting of the Travis County Healthcare District Board of Managers convened in open session at 5:35 p.m. in the Commissioners Courtroom of the Granger Building, 314 West 11th Street, Austin, TX 78701. 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 Margo Davis.

CITIZENS' COMMUNICATION

Clerk's Notes: The following individuals spoke during Citizens' Communication: Stewart Molina, a North Park Estates resident; Roger Vitko, a North Park Estates resident, Virgilio Escutia, a retiree; Linda Messier, a Gracywood neighborhood resident; Guillermo Rosales, a Gracywood neighborhood resident; Francoise Luca, a Gracywood neighborhood resident; Martin Horan, a North Park Estates resident; Donna Skibbie, a Gracywood resident; Tina Kubicek, a Gracywood resident; Craig Nazor, a Gracywood resident; Jeanne Shaub, a Gracywood resident; Laire Amsler, a North Park Estates resident; Walt Esquivel, a North Park Estates resident; Charles Thorton, a Walnut Creek resident; David Siegel; a Walnut Creek resident; Maragaret Sammis, a North Park Estates resident; Susan Traynor, a North Park Estates resident; Jay Weinshenker, a nearby resident; Mary Anderson, a North Park Estates resident; Janet Fulk, a North Park Estates resident; and Damon Brown, a Walnut Creek resident.

Treasurer Mendoza joined the meeting during Citizens' Communication.

There being no additional citizens signed up to address the Board, Manager Patrick moved that the Board close Citizens' Communication. 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	Absent
Manager Clarke Heidrick	For
Manager Donald Patrick	For
Manager Eduardo Sanchez	Absent
Manager Frank Rodriguez	For

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CONSENT AGENDA

C1. Approve minutes for the October 9, 2008 meeting of the Travis County Healthcare District Board of Managers.

C2. Receive the October 2008 Investment Report and ratify Healthcare District Investments for October 2008.

C3. Approve the renewal of contracts for women's services with Austin Women's Health Center and Whole Woman's Health of Austin.

C4. Approve the renewal of: (a) directors and officers liability insurance coverage; (b) fiduciary liability insurance coverage; and (c) crime coverage insurance.

C5. Approve a Professional Services Agreement among the City of Austin, the Travis County Healthcare District, and Emergency Service Physicians, P.L.L.C. for the provision of professional medical services at the Red River Community Health Center.

C6. Approve a proposed Primary Care Services Contract between Lone Star Circle of Care and the Travis County Healthcare District and authorize the expenditure of $300,000 in Fiscal Year 2009 expansion funds for this contract.

C7. Approve the assumption of certain contracts by the Travis County Healthcare District effective March 1, 2009, to be assigned to the District by the City of Austin as part of the transition of the City of Austin Community Care Services Department.

C8. Take appropriate action regarding the City of Austin's proposed creation of the Homestead Preservation Reinvestment Zone.

Clerk's Notes: Consent Agenda Items C5 and C6 were not considered as part of the consent agenda on staff's recommendation.

Treasurer Mendoza moved that the Board approve Consent Agenda items C1, C2, C3, C4, C7, and C8. 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	For
Manager Bobbie Barker	Absent
Manager Clarke Heidrick	For

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Manager Donald Patrick	For
Manager Eduardo Sanchez	Absent
Manager Frank Rodriguez	For

Vice-Chairperson Coopwood left the proceedings while they were in progress, and Secretary Lancaster presided in his absence for the remainder of the meeting.

REGULAR AGENDA

C5. Approve a Professional Services Agreement among the City of Austin, the Travis County Healthcare District, and Emergency Service Physicians, P.L.L.C. for the provision of professional medical services at the Red River Community Health Center.

Clerk's Notes: Patricia Young Brown, District President and CEO, explained the process of the agreement for professional medical services at the Red River Community Health Center (CHC). This three-way agreement among the City of Austin, the District, and Emergency Service Physicians, P.L.L.C. will permit the physicians group to provide professional medical services for the CHC at the Red River location. The City, the current holder of the federally qualified health center ("FQHC") status, is negotiating with the physician group and the District is a party to the contract because of the anticipated FQHC status transfer on March 1, 2009 at which time, the contract will be assigned. The parties have not yet agreed to the particular contract terms but the physician group is trying to complete the contract so that it can continue with its current physician recruiting efforts.

Leslee Froehlich, Community Care Services Department Chief Operating Officer, explained the relationship between the CHC and the physicians in which the physicians are contracted to provide medical services as opposed to being employed to provide medical services. This relationship should improve access to care while also improving the CHC system.

Manager Heidrick moved that the Board approve the professional services agreement among the City of Austin, the Travis County Healthcare District, and Emergency Services Physicians, P.L.L.C. for the provision of professional medical services at the Red River Community Health Center. Manager Patrick seconded the motion. The motion was adopted on the following vote:

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

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Manager Frank Rodriguez	For

C6. Approve a proposed Primary Care Services Contract between Lone Star Circle of Care and the Travis County Healthcare District and authorize the expenditure of $300,000 in Fiscal Year 2009 expansion funds for this contract.

Clerk's Notes: Ms. Young Brown explained that this contract will expand the network of primary care providers available to the enrollees in the District's healthcare coverage program currently referred to as the Medical Assistance Program ("MAP"). The expansion of primary care providers within the MAP system will increase patients' access to timely appointments and provide more options for care, which will allow MAP enrollees to access care closer to their home. The proposed contract will allow up to 1,000 MAP enrollees to receive primary care and behavioral health visits through Lone Star Circle of Care ("LSCC"). The proposed payment rates are $151.02 for medical visits and $56.55 for behavioral health visits. The medical encounter rate is based on the Williamson County reimbursement rate for FQHC encounters, and the behavioral health rate is the Medicaid rate for individual psychotherapy in an office setting.

Larry Wallace, District Associate Administrator, explained the terms of the contract. The dollars to support the proposed contract are budgeted within the 2009 expansion funds and are projected to cost a total of $300,000 for the initial year. The LSCC clinics, located in Williamson County, will provide a valuable resource for MAP enrollees who reside in the northern Travis County area.

Manager Heidrick moved that the Board approved the proposed Primary Care Services Contract between Lone Star Circle of Care and the Travis County Healthcare District and authorize the expenditure of $300,000 in Fiscal Year 2009 expansion funds for this contract 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. Treasurer Mendoza seconded the motion. The motion was adopted on the following vote:

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

1. Receive and discuss the September 30, 2008 Fourth Quarter and Year-End Investment Report.

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Clerk's Notes: Mary Mayes, Travis County Investment Manager, reported on the status of the market and its impact on investments for the fourth quarter. Fortunately, the District investment portfolio has not been adversely affected by the financial crisis. Securities owned by the District that are tied to Fannie Mae and Freddie Mac have been nationalized and are now backed by the United Stated Government, and the District's last commercial paper has matured with full payment. Due to the turmoil in the markets, no additional paper will be purchased at the present time.

2. Discuss and take appropriate action regarding a proposed policy to coordinate anticipated patient volume with the provider resource capability of the Community Health Center system.

Clerk's Notes: Ms. Young Brown and Ms. Froehlich clarified the expectations for the new operating structure for the new CHC system, which will likely improve patient and community satisfaction. Setting appropriate service expectations commensurate with the CHCs provider capacity will clarify who should access care, increase the efficiency of care provided to patients, and define the organization's responsibility to provide access to quality care.

Treasurer Mendoza moved that the Board, in developing the budget for and in negotiating any agreements or amendments with the Central Texas Community Health Centers, the District President and CEO balance available resources, including provider and physical capacity, with expected results in care delivery. Manager Patrick seconded the motion. The motion was adopted on the following vote:

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

3. Receive and discuss a report of the September 2008 and October 2008 financial statements for the Travis County Healthcare District.

Clerk's Notes: Carolyn Konecny, District Chief Financial Officer, gave an overview of the District's financial statements for September and October, including a discussion of the Statement of Revenues, Expenses and Changes in Net Assets, and the Balance Sheets. Although there were no unusual items in either revenue or expense categories, she stated that the Operating Revenues in September were slightly affected by the Disproportionate Share Hospital/Upper Payment Limit programs and that the tax revenue for October appears lower than budgeted projections.

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4. Discuss and take appropriate action regarding the results of the information technology network design study conducted by Network Logistic Inc. and the award of a contract for procurement of infrastructure and information technology managed services to Network Logistic Inc.

Clerk's Notes: Donna Scarbrough, District Purchasing Administrator, summarized the solicitation process for information technology services. The District issued a request for proposals in April 2008 for information technology services for the District and the post-transition 501(c)(3) organization. The contract was awarded to Network Logistics Inc. ("NLI") in September 2008 to conduct phase one, a detailed site survey with finalization of a network design plan. To implement the design plan, the District will need to purchase new servers and move the information from existing servers to the new data center location. It is anticipated that the District/post-transition 501(c)(3) corporation will not own the new servers but rather, will pay a fixed monthly rate to use them.

Under the proposed contract, NLI will provide information technology to the District and the post-transition 501(c)(3) corporation, as well as ongoing support. Through a subcontract, NLI will also provide a new phone system. Ongoing support is paid for at a defined monthly rate and the costs for this project are within the adopted fiscal year 2009 budget.

Manager Patrick moved that the Board approve the award of a contract for procurement of infrastructure and information technology managed services to Network Logistic Inc. 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. Manager Heidrick seconded the motion. The motion was adopted on the following vote:

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

5. 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: Ms. Young Brown provided an update on the developments of the small employer health coverage program, and Manager Heidrick reported on the prospective funders of this project. The Board took no action on this item.

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6. Receive and discuss the CEO's report on the following District activities: (a) procurement activity; (b) staff progress on District goals; (c) the strategic plan progress; (d) healthcare expenditures; (e) the Integrated Care Collaboration's Priority Projects for September and October 2008; (f) communications/outreach statistics for September and October 2008; (g) the status of the request for clarification regarding Public Information Act ruling OR2008-13965 by the Office of the Attorney General; and (h) the Psychiatric Services Stakeholders meetings.

Clerk's Notes: Ms. Young Brown briefly reported on ongoing staff activities, including the procurement activity. She also reported on the recent Public Information Act ruling by the Office of the Attorney General and the Psychiatric Services Stakeholders meetings.

7. Receive and discuss reports from the Board committees: *ad hoc* Community Care Services Department Transition Committee, *ad hoc* Medical School 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 agenda, activities).

Clerk's Notes: The Board members present reported on the discussions and activities of the committee meetings that had occurred since the last Board meeting. Marsha Jones, Legislative Consultant for the District, gave an update on recent legislative and executive branch activity and the potential impact it could have on the District's strategic plan. Ms. Young Brown announced that the Legislative Committee meeting that is scheduled to be held on Thursday, November 14, 2008, at 11:00 a.m., in the District's administrative offices, 1111 East Cesar Chavez, Austin, Texas in the Board conference room has been cancelled.

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

Clerk's Notes: Ms. Young Brown announced that the next regular Board meeting is scheduled to be held on Thursday, December 18, 2008, at 11:00 a.m., in the District's administrative offices, 1111 East Cesar Chavez, Austin, Texas, in the Board conference room.

9. Receive and discuss an update on the status of the transfer of the City of Austin Community Care Services Department.

Clerk's Notes: This agenda item was not discussed.

10. Discuss and take appropriate action regarding the purchase of property and the North Central Community Health Center.

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Clerk's Notes: Manager Patrick 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. Manager Heidrick seconded the motion. The motion was adopted on the following vote:

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

The Board convened in executive session at 8:27 p.m. and re-convened in open session at 9:56 p.m.

Mr. Wallace explained the site selection process and reported that the District would like to present the research and evaluation reports related to the Braker Lane property to the community prior to closing on the property.

The Board members discussed the community's concerns regarding the North Central Community Health Clinic and recommended that staff present the research and evaluation reports to the community. No action was taken on Agenda Item 10.

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

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

The meeting adjourned at 10:07 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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Travis County Healthcare District
Board of Managers Meeting
December 18, 2008

Agenda Item C2

Receive the November 2008 Investment Report and ratify Healthcare District investments for November 2008. (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 $6,439,000.00 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 11 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: December 18, 2008

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CHAIR, BOARD OF MANAGERS

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VICE CHAIR, BOARD OF MANAGERS MANAGER

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MANAGER MANAGER

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MANAGER MANAGER

ATTACHMENT A

TRAVIS COUNTY HEALTHCARE DISTRICT

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 11/3/2008

TIME: 10:30

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

DESCRIPTION:	Texas Daily	FUND NAME:	HEALTHCARE DISTRICT
PAR VALUE:	79,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	2.5700%
PRINCIPAL:	79,000.00	PURCHASED THRU:	Texas Daily
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	79,000.00	CUSIP #:	N/A
TRADE DATE:	11/3/2008	SETTLEMENT DATE:	11/3/2008

AUTHORIZED BY: Mary E Mayes

CASH/INVESTMENT MANAGER

ATTACHMENT A

TRAVIS COUNTY HEALTHCARE DISTRICT

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 11/3/2008

TIME: 10:30

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

DESCRIPTION:	Texas Daily	FUND NAME:	HEALTHCARE DISTRICT
PAR VALUE:	105,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	2.5700%
PRINCIPAL:	105,000.00	PURCHASED THRU:	Texas Daily
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	105,000.00	CUSIP #:	N/A
TRADE DATE:	11/3/2008	SETTLEMENT DATE:	11/3/2008

AUTHORIZED BY: Mary E. Mayes

CASH/INVESTMENT MANAGER

ATTACHMENT A

TRAVIS COUNTY HEALTHCARE DISTRICT

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 11/5/2008

TIME: 10:30

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

DESCRIPTION:	Texpool	FUND NAME:	HEALTHCARE DISTRICT
PAR VALUE:	17,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	1.9044%
PRINCIPAL:	17,000.00	PURCHASED THRU:	Texpool
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	17,000.00	CUSIP #:	N/A
TRADE DATE:	11/5/2008	SETTLEMENT DATE:	11/5/2008

AUTHORIZED BY: Mary E Mayes

CASH/INVESTMENT MANAGER

ATTACHMENT A

TRAVIS COUNTY HEALTHCARE DISTRICT

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 11/7/2008

TIME: 10:30

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

DESCRIPTION:	Texpool	FUND NAME:	HEALTHCARE DISTRICT
PAR VALUE:	51,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	1.8816%
PRINCIPAL:	51,000.00	PURCHASED THRU:	Texpool
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	51,000.00	CUSIP #:	N/A
TRADE DATE:	11/7/2008	SETTLEMENT DATE:	11/7/2008

AUTHORIZED BY: Mary E Mayes

CASH/INVESTMENT MANAGER

ATTACHMENT A

TRAVIS COUNTY HEALTHCARE DISTRICT

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 11/12/2008

TIME: 10:30

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

DESCRIPTION:	Texpool	FUND NAME:	HEALTHCARE DISTRICT
PAR VALUE:	17,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	1.8772%
PRINCIPAL:	17,000.00	PURCHASED THRU:	Texpool
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	17,000.00	CUSIP #:	N/A
TRADE DATE:	11/12/2008	SETTLEMENT DATE:	11/12/2008

AUTHORIZED BY: Mary E Mays

CASH/INVESTMENT MANAGER

ATTACHMENT A

TRAVIS COUNTY HEALTHCARE DISTRICT

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 11/17/2008

TIME: 10:30

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

DESCRIPTION:	Texpool	FUND NAME:	HEALTHCARE DISTRICT
PAR VALUE:	5,848,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	1.8495%
PRINCIPAL:	5,848,000.00	PURCHASED THRU:	Texpool
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	5,848,000.00	CUSIP #:	N/A
TRADE DATE:	11/17/2008	SETTLEMENT DATE:	11/17/2008

AUTHORIZED BY: Mary E Mayes

CASH/INVESTMENT MANAGER

ATTACHMENT A

TRAVIS COUNTY HEALTHCARE DISTRICT

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 11/18/2008

TIME: 10:30

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

DESCRIPTION:	Texas Daily	FUND NAME:	HEALTHCARE DISTRICT
PAR VALUE:	82,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	2.0500%
PRINCIPAL:	82,000.00	PURCHASED THRU:	Texas Daily
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	82,000.00	CUSIP #:	N/A
TRADE DATE:	11/18/2008	SETTLEMENT DATE:	11/18/2008

AUTHORIZED BY: _____

CASH/INVESTMENT MANAGER

ATTACHMENT A

TRAVIS COUNTY HEALTHCARE DISTRICT

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 11/19/2008

TIME: 10:30

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

DESCRIPTION:	Texas Daily	FUND NAME:	HEALTHCARE DISTRICT
PAR VALUE:	59,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	1.9100%
PRINCIPAL:	59,000.00	PURCHASED THRU:	Texas Daily
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	59,000.00	CUSIP #:	N/A
TRADE DATE:	11/19/2008	SETTLEMENT DATE:	11/19/2008

AUTHORIZED BY:

CASH/INVESTMENT MANAGER

ATTACHMENT A

TRAVIS COUNTY HEALTHCARE DISTRICT

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 11/24/2008

TIME: 10:30

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

DESCRIPTION:	Texas Daily	FUND NAME:	HEALTHCARE DISTRICT
PAR VALUE:	78,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	1.9700%
PRINCIPAL:	78,000.00	PURCHASED THRU:	Texas Daily
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	78,000.00	CUSIP #:	N/A
TRADE DATE:	11/24/2008	SETTLEMENT DATE:	11/24/2008

AUTHORIZED BY: _____

CASH/INVESTMENT MANAGER

ATTACHMENT A

TRAVIS COUNTY HEALTHCARE DISTRICT

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 11/25/2008

TIME: 10:30

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

DESCRIPTION:	Texpool	FUND NAME:	HEALTHCARE DISTRICT
PAR VALUE:	67,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	1.8405%
PRINCIPAL:	67,000.00	PURCHASED THRU:	Texpool
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	67,000.00	CUSIP #:	N/A
TRADE DATE:	11/25/2008	SETTLEMENT DATE:	11/25/2008

AUTHORIZED BY:

CASH/INVESTMENT MANAGER

ATTACHMENT A

TRAVIS COUNTY HEALTHCARE DISTRICT

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 11/26/2008

TIME: 10:30

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

DESCRIPTION:	Texas Daily	FUND NAME:	HEALTHCARE DISTRICT
PAR VALUE:	36,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	2.0100%
PRINCIPAL:	36,000.00	PURCHASED THRU:	Texas Daily
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	36,000.00	CUSIP #:	N/A
TRADE DATE:	11/26/2008	SETTLEMENT DATE:	11/26/2008

AUTHORIZED BY: _____

CASH/INVESTMENT MANAGER

TRAVIS COUNTY HEALTHCARE DISTRICT MONTHLY INVESTMENT REPORT
PORTFOLIO STATISTICS

DATE: November 30, 2008

By Security Type		
Operating-		
TexasDAILY	27,424,921.22	28.40%
TexPool	17,282,486.07	17.90%
TexSTAR	1,951,921.21	2.02%
Treasury Securities	0.00	0.00%
Government Agencies	49,915,975.35	51.69%
Commercial Paper	0.00	0.00%
Total	$ 96,575,303.85	100.00%

Compared to Policy Limits		Actual %	Guidelines
Operating-			
TexasDAILY	27,424,921.22	28.40%	30.00%
TexPool	17,282,486.07	17.90%	60.00%
TexSTAR	1,951,921.21	2.02%	30.00%
Treasury Securities	0.00	0.00%	100.00%
Government Agencies	49,915,975.35	51.69%	75.00%
Commercial Paper	0.00	0.00%	20.00%
	$ 96,575,303.85	100.00%	

Investment Revenue & Accrued Interest	November 2008	Fiscal YTD
Operating-		
TexasDAILY	47,891.20	108,844.21
TexPool	30,890.24	88,874.80
TexSTAR	2,507.74	5,454.44
Treasury Securities	0.00	0.00
Government Agencies	105,000.00	376,920.00
Commercial Paper	0.00	0.00
	186,289.18	580,093.45
Discount Accretion & Accrued Interest		
Treasury Securities	0.00	0.00
-less previous accruals	0.00	0.00
Government Agencies	118,687.32	199,454.64
-less previous accruals	(103,833.33)	(355,372.62)
Commercial Paper	0.00	0.00
-less previous accruals	0.00	0.00
	14,853.99	(155,917.98)
Total Investment Revenue & Accrued Interest	$ 201,143.17	$ 424,175.47

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
December 18, 2008

Agenda Item C3

Approve the proposed Renewal of the Professional Strategic Planning Consulting Services Agreement with Health Management Associates.
(Back-Up – Memo)

travis county HEALTHCARE DISTRICT

Memo:

To: Travis County Healthcare District Board of Managers

From: Elaine Carroll, Director Planning and Services

CC: Patricia A. Young Brown, Stacy E. Wilson

Date: December 10, 2008

Re: Agenda Item C3: Approve the proposed Amendment and Renewal of the Professional Strategic Planning Consulting Services Agreement with Health Management Associates

---

Background

The District contracted with Health Management Associates (HMA) to provide comprehensive strategic planning services to assist the District in the formation of its strategic plan. The strategic plan identified District strategic goals and objectives and specifically incorporated certain identified projects and developed a detailed roadmap necessary to guide District work.

This service was competitively procured, and the initial agreement was awarded in January 2006. The agreement included an initial term of one year, with three optional one-year renewals. The agreement was amended and renewed in 2006 and 2007. One of the renewals added two (2) additional one-year renewal terms.

The proposed amendment and renewal updates the rates for the principals and senior consultants and clarifies the number of renewal terms available under the contract. The contract continues the not-to-exceed amount between this agreement and the HMA mental health consulting services agreement of $90,000.

Recommendation

Staff recommends that the Board of Managers approve the proposed amendment and renewal of the Professional Strategic Planning Consulting Services Agreement and authorize the District President and CEO to negotiate and sign the renewal and amendment on terms similar to those presented by staff or on terms more favorable to the District.

RENEWAL AND SIXTH AMENDMENT OF THE PROFESSIONAL STRATEGIC PLANNING CONSULTING SERVICES AGREEMENT

This Renewal and Sixth Amendment ("Renewal and Sixth Amendment") of the Professional Strategic Planning Consulting Services Agreement is made by and between the following parties: Travis County Healthcare District, a hospital district created under Chapter 281 of the Texas Health and Safety Code ("District"), and Health Management Associates ("Consultant"). The Renewal is effective as of January 1, 2009.

WHEREAS, the District and Consultant entered into a strategic planning consulting services agreement ("Agreement"), effective on January 25, 2006; and

WHEREAS, Section 8.2 of the Agreement, as amended, permits the District to extend the contract term for up to five (5) optional one-year periods; and

WHEREAS, Section 19.7 permits the parties to amend the Agreement in a written document signed by both parties; and

WHEREAS, the District and Consultant desire to renew the Agreement on the amended terms and conditions for the third of the five (5) one-year renewal periods; and

WHEREAS, the District and Consultant desire to amend the rates for the third Renewal Term;

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 of this Renewal.

RENEWAL

1.0 The parties renew the terms and conditions of the Agreement, as amended, for a period beginning on January 1, 2009, and ending on December 31, 2009.

AMENDMENT

2.0 The parties amend Section 6.2.1 in its entirety to read as follows:

6.2.1 Not-To-Exceed Amount. For the third renewal contract term, the District has established a not-to-exceed amount for both this Agreement and a second agreement with Consultant, a Professional Mental Health Consulting Services Agreement, of Ninety Thousand Dollars ($90,000) ("Total Tertiary Services Price"). District shall pay only those amounts invoiced by the Consultant for actual hours worked and expenses incurred to perform the services outlined in a Task Order and based on the following hourly rates: $285.00 per hour for principals and $247.00 per hour for senior consultants.

3.0 The parties amend Section 8.2 in its entirety to read as follows:

8.2 Optional Renewals. District may unilaterally extend this Agreement for five (5) one-year periods (individually, an "Option to Extend" and collectively, the "Options to Extend"), and all provisions of this Agreement shall remain unchanged and in full force and effect unless otherwise amended by the parties.

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

HEALTH MANAGEMENT ASSOCIATES	TRAVIS COUNTY HEALTHCARE DISTRICT
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Travis County Healthcare District
Board of Managers Meeting
December 18, 2008

Agenda Item C4

Approve the proposed Renewal of the Professional Mental Health Consulting Services Agreement with Health Management Associates.
(Back-Up – Memo)

travis county HEALTHCARE DISTRICT

Memo:

To: Travis County Healthcare District Board of Managers

From: Elaine Carroll, Director Planning and Services

CC: Patricia A. Young Brown, Stacy E. Wilson

Date: December 10, 2008

Re: Agenda Item C4: Approve a proposed Amendment and Renewal of the Professional Mental Health Consulting Services Agreement with Health Management Associates

---

Background

The District issued a competitive solicitation and awarded a contract to Health Management Associates (HMA) to provide comprehensive mental health consulting services in working with a stakeholder group formed by the District to address specific mental health issues facing the community. The initial agreement expired in December 2007.

In December 2007, the District entered into a new agreement with HMA for ongoing planning, research, analysis, and facilitation support to continue the work of the stakeholder group in developing, monitoring, and reporting on the performance and impact of the various proposed short- and long-term solutions to address the mental health care needs of indigent residents of Travis County and possibly the surrounding areas.

The agreement provided an initial contract period (1/1/2008 through 12/31/2008) with two optional one-year renewals. The proposed renewal and amendment reflects a slight increase in the billing rates of the principals and senior consultants but does not increase the total contract amount of $90,000, which is shared between this contract and the Strategic Planning Consulting Agreement. Work under this agreement will be issued via task orders that define specific tasks, timelines, deliverables and costs. The issuance of task orders is subject to budget availability.

Recommendation

Staff recommends that the Board of Managers approve the renewal and amendment of the agreement with Health Management Associates for professional mental health consulting services and authorize the District President and CEO to execute a final renewal and amendment with Health Management Associates on terms similar to those presented or on terms more favorable to the District.

FIRST RENEWAL AND AMENDMENT OF THE PROFESSIONAL MENTAL HEALTH CONSULTING SERVICES AGREEMENT

This First Renewal and Amendment ("Renewal and Amendment") of the Professional Mental Health Consulting Services Agreement is made by and between the following parties: Travis County Healthcare District, a hospital district created under Chapter 281 of the Texas Health and Safety Code ("District"), and Health Management Associates ("Consultant"). The Renewal is effective as of January 9, 2009.

WHEREAS, the District and Consultant entered into a mental health consulting services agreement ("Agreement"), effective on January 9, 2008; and

WHEREAS, Section 3.2 permits the District to extend the contract term for two (2) optional one-year periods, and Section 12.11 permits the parties to amend the Agreement in writing; and

WHEREAS, the District and Consultant desire to renew the Agreement on the amended terms and conditions for the first of the optional one-year renewal periods; and

WHEREAS, the District and Consultant desire to amend the rates in the Agreement for the first Renewal Term;

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 of this Renewal.

RENEWAL

1.0 The parties renew the terms and conditions of the Agreement, as amended, for a period beginning on January 9, 2009, and ending on January 8, 2010.

AMENDMENT

2.0 The parties amend Section 4.1 in its entirety to read as follows:

4.1 For the Initial Term and the first Renewal Term, the District has established a not-to-exceed amount for both this Agreement and a second agreement with Consultant, a Professional Strategic Planning Consulting Agreement, of Ninety Thousand Dollars ($90,000) ("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 a Task Order and based on the following hourly rates: $285.00 per hour for principals and $247.00 per hour for senior consultants.

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

HEALTH MANAGEMENT ASSOCIATES	TRAVIS COUNTY HEALTHCARE DISTRICT
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
December 18, 2008

Agenda Item C5

Approve the proposed Renewal and Fourth Amendment of the Professional Services Agreement between Travis County Healthcare District and Hillco Partners.
(Back-Up – Memo & Agreement)

Travis County Attorney's Office

Memo

To: Travis County Healthcare District Board of Managers

cc: Patricia A. Young Brown

From: Stacy E. Wilson

Date: December 10, 2008

Re: Agenda Item C5. Approve the proposed Renewal and Fourth Amendment of the Professional Services Agreement between Travis County Healthcare District and Hillco Partners

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Background

The Travis County Healthcare District (the "District") entered into a consulting agreement with Hillco Partners in 2004. The contract is scheduled to expire in December with no renewals left under the original terms. Given that Hillco has been assisting the District with the development of its legislative agenda for the 81st Texas Legislative Session and that Hillco has been instrumental in assisting the District in developing its legislative goals for that session, which begins on January 13, 2009, staff is recommending that the Board of Managers amend the contract to permit an additional one-year term. In addition to permitting the one-year term, staff has proposed amendments that would address the scope of services commensurate with that extension. Staff requests that the Board authorize renewal of the contract, as amended.

Recommendation

Staff recommends that the Board authorize the amendment of the Professional Services Agreement between the Travis County Healthcare District and Hillco Partners to permit one additional one-year renewal and that the Board renew the contract for another year pursuant to its amended terms.

RENEWAL AND FOURTH AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT BETWEEN HILLCO PARTNERS AND TRAVIS COUNTY HEALTHCARE DISTRICT

This Renewal and Fourth Amendment is entered into between HillCo Partners ("Consultant") and the Travis County Healthcare District (the "District"). This Renewal and Fourth Amendment is effective as of January 1, 2009.

WHEREAS, the District and the Consultant entered into a professional services agreement ("Agreement") effective on December 16, 2004; and

WHEREAS, the parties amended and renewed the Agreement effective January 1, 2006 and January 1, 2007, and January 1, 2008; and

WHEREAS, Section VIII(F) of the Agreement permits the parties to amend the Agreement through a written instrument signed by both parties; and

WHEREAS, the District's Board of Managers desires to amend the Agreement to extend the available contract terms, particularly in light of the upcoming 81st Texas Legislature; and

WHEREAS, both the District and the Consultant desire to renew the Agreement, as amended, for an additional one-year period;

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 Renewal and Third Amendment.

AMENDMENT AND RENEWAL

1.0 The parties amend Section III(A) of the Agreement by amending subsections 1, 3, 4, 5, 6, and 26 in their entirety to read as follows:

1. Effectively represent the District during the 81st Texas Legislative Session and the 2009 Legislative Interim, including during any Special Session(s) called by the Governor during calendar year 2009;

3. Assist with the development of the District's legislative agenda for the 81st Texas Legislative Session(s);

4. Assist with the drafting of legislative proposals for the 81st Texas Legislative Session and the 2009 Legislative Interim, including any Special Session(s) called by the Governor during calendar year 2009;

5. Coordinate with the District to jointly develop a comprehensive legislative, regulatory, and public relations strategy for the 81st Texas Legislative Session and the 2009 Legislative Interim, including any Special Session(s) called by the Governor during calendar year 2009;

6. Assist with providing appropriate input on issues during the 81st Texas Legislative Session and the 2009 Legislative Interim, including any Special Session(s) called by the Governor during calendar year 2009;

26. Identify issues to address proactively during the 81st Texas Legislative Session and the 2009 Legislative Interim, including any Special Session(s) called by the Governor during calendar year 2009.

2.0 The parties amend Section VI(B) of the Agreement in its entirety to read as follows:

B. The District may unilaterally extend this Agreement for one (1) additional one (1) year period (a "Renewal Term"), and all provisions of this Agreement shall remain unchanged and in full force and effect unless otherwise amended by the parties pursuant to the terms of the Agreement.

3.0 The parties renew the terms of the Agreement, as amended, for a period beginning on January 1, 2009 and ending on December 31, 2010.

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

HILLCO PARTNERS

By:_____ Date:_____
Marsha Jones, Consultant

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
December 18, 2008

Agenda Item C6

Approve a proposed renewal and amendment to the Contract for Primary Care Services with El Buen Samaritano Episcopal Mission.
(Back-Up – Recommendation Summary & Agreement)

Travis County Healthcare District
Request for Board of Managers Consideration
December 18, 2008

Board of Managers Agenda Item:

C6. Approve a proposed renewal and amendment to the Contract for Primary Care Services Agreement with El Buen Samaritano Episcopalian Mission.

Recommended Board Action: Approve a Renewal and Second Amendment of the District's contract with El Buen Samaritano for primary care services in the amount of $200,000 for the contract period (January 1, 2009 through December 31, 2009).

TCHD Strategic Direction: PC01: Assure all clinics dedicated to serving underserved populations operate at their full capacity. **PC03:** Organize and link various safety net providers within Travis County into a "virtual system of care" for indigent patients which delivers a single coordinated standard of care and identifies a "medical home" when appropriate for persons using the network.

Resource Impact: The following amounts are available in the District's FY09 budget: operating funds ($163,728) and approved FY09 expansion funds ($50,000).

Anticipated Result: The Renewal of this contract will allow the District to maintain its expanded services network and provide approximately 2,000 additional encounters through El Buen in FY09.

Background Summary:

Background: In December 2007, the Board of Managers approved a contract between the District and El Buen Samaritano in the amount of $96,000. The goal of the contract was to expand the District's network of primary care providers to facilitate access to these services for the District's target population.

The contracted amount was based on an initial estimate of 2,400 visits per year at $40 per encounter. El Buen provided a total of 2,417 encounters through September of 2008. At the September 25, 2008 Board meeting, the Board of Managers approved an amendment to the initial El Buen contract, increasing the initial contract amount from $96,000 to $156,000 to allow for payment of the additional encounters. At that time, Board approval was provided to use $10,000 in FY08 expansion funds and $50,000 in FY09 expansion funds to accommodate the increase in services.

The proposed amendment and renewal contains the following changes from the initial contract and prior amendment:

- Renews the contract for another year (January 1, 2009 – December 31, 2009)
- Increases the provider reimbursement rate for face-to-face meetings to $45 per encounter;
- Adds a reimbursement for nurse encounters of $12 per encounter;
- Increases the total contract amount from $156,000 to $200,000; and
- Changes the submission process for encounter and invoice data.

Board Committee Coordination:

COMMITTEE	CHAIR	COMMENTS	DATE CONSIDERED
Board of Managers	**Carl Richie**		**12/18/08**

RENEWAL AND SECOND AMENDMENT OF THE AGREEMENT FOR PRIMARY CARE SERVICES BY AND BETWEEN THE TRAVIS COUNTY HEALTHCARE DISTRICT AND EL BUEN SAMARITANO EPISCOPAL MISSION

This Renewal and Second Amendment of the Agreement for Primary Care Services ("First Amendment") is entered into by and between the Travis County Healthcare District, a hospital district created under Chapter 281 of the Texas Health and Safety Code ("District"), and El Buen Samaritano Episcopal Mission, a Texas 501(c)(3) non-profit corporation ("Contractor"), effective as of January 1, 2009 (the "Effective Date").

I. RECITALS

WHEREAS, the Parties entered into an Agreement for Primary Care Services (the "Agreement") effective January 2, 2008; and

WHEREAS, Section 5.10 of the Agreement permits the parties to amend the Agreement by a writing signed by all parties; and

WHEREAS, the parties amended the Agreement effective September 25, 2008; and

WHEREAS, Section 4.2 of the Agreement provides for four (4) optional one-year renewals; and

WHEREAS, the parties wish to amend the Agreement to increase the payment cap for the second contract year and to make other required changes to clarify certain contract terms; and

WHEREAS, the parties wish to renew the Agreement, as amended, for the first of the four (4) optional one-year renewals;

NOW, THEREFORE, in consideration of the agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, set forth herein, District and Contractor agree as follows:

II. RENEWAL

1.0 The parties renew the Agreement, as amended, for a period beginning on January 1, 2009, and ending on December 31, 2009.

II. AMENDMENT

2.0 The parties amend Section 1.1.1 in its entirety to read as follows:

1.1.1 Contractor shall ensure that all physicians and providers providing Services under this Agreement are duly licensed to practice medicine in the State of Texas and that they maintain good professional standing at all times. Evidence of such licensing shall be submitted to District within thirty (30) days of the Effective Date and thereafter upon request by the District.

3.0 The parties amend Section 1.4.2 in its entirety to read as follows:

1.4.2 Upon request, Contractor shall provide District with access to its clinical records of Eligible Patients for review of quality assurance and of compliance with the provisions of federal, state, or local law or regulations.

4.0 The parties amend Section 3.1, entitled "General Provisions," in its entirety to read as follows:

3.1 **General Provisions.** District shall reimburse Contractor $45.00 (Forty-five dollars) for each face-to-face meeting between an Eligible Patient and a provider in which Services are provided and $12.00 (Twelve Dollars) for each face-to-face meeting between an Eligible Patient and a nurse in which Services are provided. For purposes of this Agreement, a "provider" means a physician, a physician assistant, or an advanced practice nurse. For purposes of this Agreement, a "nurse" is licensed ancillary staff acting within the scope of his or her licensure under the medical direction of a provider. District and Contractor have estimated, based on past utilization, that Contractor's provision of Services as specified in the Agreement during the Initial Term will result in fees up to $156,000.00 (One Hundred and Fifty-Six Thousand Dollars) ("Initial Term Cap"). District and Contractor have estimated, based on past utilization, that Contractor's provision of Services as specified in the Agreement during the first renewal term will result in fees up to $200,000.00 (Two Hundred Thousand Dollars) ("First Renewal Cap"). However, the parties recognize that the Initial Term Cap and/or the First Renewal Cap may be exceeded during the applicable Agreement Term if current utilization exceeds past utilization. If Contractor reasonably foresees that utilization will cause the fees to exceed the Initial Term Cap or the First Renewal Cap during the applicable Agreement Term, Contractor shall notify District of this possibility immediately pursuant to Section 5.6 of this Agreement. The parties will then negotiate to determine whether to amend the estimated fees in this Section 3.1 or to take other steps as agreed upon by the parties. No fees above the Initial Term Cap or the First Renewal Cap shall be payable by District unless an amendment to this Agreement has been executed, whereby a specified increase in expenditures for services to be provided under this Agreement during the period has been stipulated. District's obligation is payable only and solely from current funds available for payment of services provided under this Agreement.

5.0 The parties amend Section 3.2, entitled "Encounter Data," in its entirety to read as follows:

3.2 **Encounter Data.** Contractor shall submit to the District electronically all data necessary to generate encounter reports for Services provided to Eligible Patients under this Agreement. Contractor shall submit at least the following data elements:

- Patient name;
- Date of birth;
- Residency address;
- Date of service;
- Procedures and services provided (CPT); and
- Diagnoses (ICD-9).

6.0 The parties amend section 3.3, entitled "Invoices," in its entirety to read as follows:

3.3 **Invoices.** Contractor shall submit to the District a monthly invoice in an electronic format within fifteen (15) calendar days after the close of the month in which Services are provided under this Agreement. The invoice must contain at least the following information:

- Date sent to the District;
- Contractor's name, address, and telephone number;
- Remit to address;
- Date range of encounters/service being billed;
- Number of encounters; and
- Amount billed.

Contractor shall provide a copy of its monthly encounter report and submit it in an electronic format to the District with the invoice. The encounter report should reflect the encounters for which Contractor is seeking payment in the invoice. Invoices shall be sent to the District.

7.0 Except as provided herein, all terms, conditions, and provisions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Agreement to be effective on January 1, 2009.

EL BUEN SAMARITANO EPISCOPAL MISSION	**TRAVIS COUNTY HEALTHCARE DISTRICT**
Signature	Signature
Rev. Ed Gomez	
Name Printed	Name Printed
Executive Director	
Title	Title
12/03/08	
Date	Date

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
December 18, 2008

Agenda Item C7

Approve the Fiscal Year 2009 Strategic Plan Update.
(Back-Up – Memo & Strategic Plan Data)

travis county HEALTHCARE DISTRICT

Memo:

To: Travis County Healthcare District Board of Managers

From: Elaine Carroll, Director of Planning and Services

CC: Patricia A. Young Brown, Christie Garbe

Date: December 18, 2008

Re: Agenda Item #C7: Approve the Fiscal Year 2009 Strategic Plan Update.

Background

The Travis County Healthcare District purchases services and conducts business in alignment with its strategic plan. Thus, on-going updates to the strategic plan are necessary for the District to remain current and focused with its efforts. The District completed a comprehensive strategic planning process early in Fiscal Year 2007 with the District Board of Managers approving the District's original strategic plan on January 25, 2007.

While a comprehensive planning process is only anticipated every three years, the District plans to annually assess its internal and external environment as well as its goals and strategic directions to help inform the budget process and guide staff efforts for the upcoming fiscal year.

In 2008, staff brought forward proposed changes to the original strategic plan which were reviewed with the board at a Board retreat in June. At this retreat, the Board refined the recommendations made by staff. The attached document reviews the FY08 strategic planning process (for FY09 District efforts) as well as the results of the Board discussion.

It is the District's intention to post this update on the website to allow interested individuals to receive the latest information on District priorities.

Recommendation

Staff recommends that the Board approve the Fiscal Year 2009 Strategic Plan Update.

INTRODUCTION

The Travis County Healthcare District (TCHD or the District) is a hospital district within the state of Texas that was created by vote of the Travis County electorate in May 2004. The following provides the latest information on the strategic plans and initiatives for the arrangement of healthcare services by the District for its target population.

This supplement represents the fiscal year 2009 update to the District's original strategic plan which was adopted by the District's Board of Managers on January 25, 2007. The full text of the original plan immediately follows this update and provides a full description of the District, its programs, the original strategic planning process, and the original identified goals and strategies for the District.

This FY09 update includes an overview of the annual strategic plan review process for the District, updates made to the original plan, and a matrix which identifies the current and newly identified strategies for each of the District's goals identified in the 2007 original plan.

TCHD ON-GOING STRATEGIC PLANNING PROCESS

The Travis County Healthcare District purchases services and conducts business in alignment with its strategic plan. Thus, on-going updates to the strategic plan are necessary for the District to remain current and focused with its efforts. The District will conduct a full strategic plan review process every three (3) years. The District most recently completed a full strategic planning process in 2007, so the next full planning process will be conducted inn 2010 to inform the fiscal year 2011 budget process.

The District strategic plan promotes a common understanding of the District's overall direction and purpose so that District resources and efforts are directed to Board established policies and priorities, employees can readily determine how their work supports the strategic direction, and stakeholders have an accurate expectation of the District's role.

Annually, the District will conduct an abbreviated strategic plan update in time to inform the budget development process for the following fiscal year. This insert provides the FY09 update to the original TCHD Strategic Plan adopted in January 2007.

FY09 TCHD STRATEGIC PLAN UPDATE

Overview: The District's fiscal year runs from October through September; therefore, Fiscal Year 2009 begins October 1, 2008, and ends on September 30, 2009. The Strategic Plan Update for 2009 served as the guiding document for District staff and the District's Board of Managers in the formation of the FY09 budget and the specific activities to be undertaken in FY09.

The District strategic planning process for 2009 included the following steps:

- Environmental Scan (Internal and External Assessment)
- Review of Current Strategic Plan
- Staff Development of Strategies and Recommendations for Prioritization
- Board Review, Modification, and Adoption of Strategies and Prioritization

These processes are detailed below.

Environmental Scan: The environmental scan included an internal and external analysis of the District's strengths, weaknesses, opportunities, and threats.

Internal Assessment. The internal assessment reviewed the current District support for access to care, planned structural changes, specifically the transition of the Community Health Centers (CHCs), also known as the Federally Qualified Health Centers or FQHCs, from a department within the City of Austin to a private non-profit 501(c)3 organization, and District progress on current strategic directions.

1. *District Support of Healthcare Access*. Currently, the District supports access to healthcare services in two different ways. First, it provides access to a healthcare coverage program for eligible Travis County residents. Second, the District purchases access to primary care, specialty care, and/or hospital-based outpatient services for individuals who do not meet the eligibility requirements for its healthcare coverage program.

    - **District Healthcare Coverage Program** (currently called the Medical Assistance Program or MAP) – provides reimbursement to service providers for a full continuum of healthcare benefits for eligible enrollees including physician services, hospital and specialty physician care, diagnostic services emergency care, home health services, durable medical equipment, medical supplies, prescription drugs, dental services, emergency transportation, and behavioral health services. This program does not provide coverage for individuals or services for which other payor sources exist such as private insurance, Medicaid, or Medicare. Enrollees share in the cost of their care through co-payments for certain services.

    - **District Support of Healthcare Services** -- TCHD provides funding to support access to primary care, specialty care, and hospital-based services for uninsured individuals who are not eligible for the district's healthcare coverage program (MAP). Individuals pay for these services at a discounted rate at contracted community providers. Since this is not a health benefit program, the individual is financially responsible for medical services that they receive.

    See the table below for a breakout of the income eligibility levels for the District program or access to discounted-rate services.

Population	[1]Access to Services
Travis County residents at or below 100% Federal Poverty Level (FPL)	TCHD Full-Benefit Healthcare Coverage Program
Travis County elderly and/or disabled residents up to 200% FPL awaiting SSI or Medicare	TCHD Full-Benefit Healthcare Coverage Program
Travis County non-MAP eligible residents up to 200% FPL	Discounted Primary care services, Specialty care services, or Hospital-based services as needed through contracted providers

[1]Services for individuals over 21% FPL are based on available funding and contracted provider service capacity

2. *Transition of the CHC System*. When the District was formed, it inherited the responsibility for funding the Federally Qualified Community Health Center (FQHC) system previously funded by the City of Austin and Travis County. This is a network of 14 community health centers (CHCs) that serve Medicaid, Medicare, and uninsured populations in areas of need throughout the county. The District is currently working to transition the CHCs to a District affiliated 501(c)3 non-profit corporation. To make this successful, the District is working closely with CHC staff to build the range of business systems needed for the successful operation and management of the organization into the future. These efforts are time and resource intensive and careful management of the impending transition is required in order to ensure that services to patients are not disrupted and City of Austin employees smoothly transition to either District or 501(c)(3) non-profit employment.

3. *District Accomplishments*. The following are the major accomplishments for the District since the adoption of the 2007 strategic plan in each of the initial strategic plan focus areas:

Primary Care

1. Continued expansion of primary care provider network for the medically uninsured;
2. Approval and initial implementation of plan for expanded access to convenient care (same day/next day) services through the CHCs;
3. Initiation of significant facility-related expansions and/or renovations for CHC facilities; and
4. Approval of the transfer of management from the Seton Family of Hospitals to CHC of the health center located adjacent to the University Medical Center at Brackenridge Emergency Room (Red River location).

Specialty Care

1. Continued support of Project Access to leverage volunteer physician care for uninsured patients;
2. Expansion of specialty service capacity for critical shortage areas such as eye screening for diabetic patients; and
3. Funding of facility improvements at the University Medical Center at Brackenridge to double available trauma rooms from 9 to 18, increase emergency department capacity, allow for short-term mental health crisis management of up to 6 individuals at one time, increase surgery capacity by 500, and increase capacity for perinatal patient days by 2,700.

Efficiency and Integration of the Service Delivery System

1. Staff support and coordination of an expanded data-sharing network to enhance care provided to the uninsured and underinsured through the safety net system;
2. Continued financial and staff support of Integrated Care Collaboration-coordinated efforts to improve care coordination and maximize use of the "Medicaider" common eligibility determination system and the ICare shared health record system as well as service-related initiatives.

Mental Health Services

1. Facilitation and expansion of community participation in mental health stakeholder committee;
2. Development of methodology to assess need for additional inpatient crisis mental health beds;
3. Management of use of state hospital beds to state allocated levels;
4. Receipt of over $2.7M in new state non-competitive crisis funds (to enhance existing services and add some additional crisis respite services for children) and over $4.6M in state competitive crisis funds (to support 8 new crisis inpatient beds and 32 new crisis respite beds for adults) for FY08 and FY09 partially based on the strong local collaboration;
5. Additional financial commitment by the District in FY08 of over $584,000 to support 2 additional crisis inpatient beds for a cumulative annual total of over $3M for 18 inpatient beds;
6. Additional financial support from stakeholder partners to expand mental health prevention services;
7. Increase in integrated behavioral health encounters in Community Health Centers; and
8. Continued District investment in psychiatric medications for shared CHC/Austin Travis County Mental Health Mental Retardation Center clients;

District Healthcare Coverage Program (Medical Assistance Program)

1. Enhanced eligibility determination system capabilities;
2. Expanded eligibility review options – including mail-in renewal for certain populations; and
3. Approval of funding to increase access to internal medicine services for up to 1,000 MAP enrollees needing more complex care.

Regional Collaborations

1. Receipt of state grant funds from the Texas Health and Human Services Commission and the Texas Department of Insurance by a regional collaboration established to create a small employer health coverage option anticipated to be implemented in Fiscal Year 09.
2. Completion of initial benefit plans for employees of small businesses by regional collaboration.

External Assessment. The external assessment reviewed the Travis County demographic trends, current tax rate, and other issues that could significantly impact the District.

1. *Demographic Trends for Travis County*. The designated service area for the District is Travis County, Texas. Travis County is an urban county in central Texas which largely consists of the City of Austin, the state capital. As of 2006, Travis County had a population of 921,006 residents. See below for a comparison of Travis County and Texas demographics.

Demographic Data for Travis County and Texas

	Travis County	Texas
Total Population	921,006	23,507,783
Median Age	32	33.1
Race/Ethnicity		
Non-Hispanic White	51.9%	48.1%
Hispanic or Latino	32.5%	35.7%
Non-Hispanic Black	8.4%	11.4%
Non-Hispanic Asian	5.4%	3.3%
Non-Hispanic Other	1.8%	1.5%
Educational Levels		
Bachelor's Degree or Higher	42%	25%
Less Than High School Diploma	15%	21%
Enrolled in College or Graduate School	12%	8%
Median Household Income		
In past 12 months	$56,585	$48,315
Change between 1999 and 2006	-10%	-7%
Poverty Level (Individuals)		
Adults	14%	14%
Children	20%	24%
Poverty (Households)		
Below 100% FPL	15%	17%
Between 100 and 200% FPL	17%	21%
At or Above 200% FPL	68%	62%
Rate of Uninsurance	*20.7%	24.1%

Source: American Community Survey 2006.
***Source: Texas State Data Center, 2005**

In comparison to the state of Texas as a whole, Travis County has the following characteristics:

- We have a relatively young population.
- We have a highly educated population.
- Our median income is significantly higher than that of the state.
- Our household poverty level is less than the state as a whole, as is the rate of poverty for children.

However there are areas of note for Travis County as well in terms of addressing the community's current and projected health care needs.

- According to the 2006 American Community Survey, the 45-64 year old population age cohort in Travis County is growing at the fastest rate. Between 2000 and 2006, the 45-64 year age group in Travis County grew by 36% compared to the total Travis County population which grew at a rate of 13%. An aging population will contribute to an increased need for healthcare services to deal with the general decrease in health status as we age.

- Travis County has a larger-share of foreign-born residents (18.3%) than the state (15.9%) or the nation (12.5%). This is of note as this population often does not have access to health coverage for a number of years after immigration.
- While still higher than the state average, the median income in Travis County has decreased by 10% since 1999. This also contributes to decreased access to health care, as employers that offer lower-paying jobs are less likely to offer health care coverage and, even if offered, lower-paid employees are less likely to be able to take up coverage due to cost constraints.
- Women and children are disproportionately represented among the poor. Children make up 25% of the Travis County population but represent 33% of the individuals in poverty. Women make up 32% of the Travis County population but represent 34% of individuals in poverty.

2. *Tax Rate*. The Travis County Healthcare District has the lowest tax rate of all 10 large urban Districts in Texas (see table below).

County Hospital District	2007 Tax Rate
Bexar	.2374
Dallas	.2540
Ector	.0695
El Paso	.1860
Harris	.1922
Lubbock	.1166
Midland	.1423
Nueces	.1448
Tarrant	.2304
Travis	.0693

While the District does not directly provide healthcare services, which might account for some difference in the tax rate, the ability of the District to expand or enhance healthcare services for the county's residents is limited by its current tax rate and total sources of funding. The District tax rate is approved annually by the Travis County Commissioners Court. The annual rate is determined by a calculation of the effective rate, the District's annual budgeting process in alignment with the strategic plan and negotiations with the Travis County Commissioners Court. The court can approve an increase in the tax rate annually of up to 8% above effective. Each year since inception, the TCHD tax rate has been reduced, although the amount of property taxes collected has increased due to rising property values.

3. *Uncertainty of Funding*. In addition to the property taxes collected, the other significant portions of the District budget come from federal Disproportionate Share Hospital (DSH) and Upper Payment Limit (UPL) funds. Together, DSH and UPL revenue, account for 25% of total annual revenue for the District. Both of these income categories are currently at risk.

   - DSH funds are allocated to hospitals based on the amount of care provided to Medicaid clients and the uninsured. (The District receives these funds as the

owner of the University Medical Center at Brackenridge, a public hospital.) The state is considering retaining a portion of the DSH dollars that would normally be distributed to local entities in order to fund a Health Opportunity Pool (HOP) to subsidize premiums for the uninsured.

- The federal government is currently considering limiting how states can use UPL funds as well as changing associated funding formulas which may result in a reduction of funds for the District.

4. *Academic Medicine*. The community continues to express a desire to expand the availability of academic medicine in Central Texas, and particularly Austin. The District has participated in initial discussions with community stakeholders and will monitor this issue to determine the appropriate role and feasibility for District support in terms of helping to increase access to physician services for the District's target population.

5. *Economy*. While a recession has not been officially declared, there are signs of an economic slowdown in Travis County, as in the rest of the country. The increase in housing foreclosures, gas prices, and food costs will impact the District's target population the hardest and are likely to cause an increase in individuals needing health care services sponsored by the District

Review of Current Strategic Plan. The next step taken in the strategic planning process for FY09 was a review of the current strategic plan to identify any missing areas or areas that could be amended in order to make the plan more reflective of the District's mission, vision, and philosophy.

Staff review of the strategic plan adopted in January 2007 identified the following areas to be addressed in the plan for FY09. These include –

- The need for a detailed description of the current state of the District to add context to the strategic directions being proposed;
- The need to address the resources needed by the District to ensure that service-related priorities can be implemented;
- The need to specifically address the transition of the Community Health Center (CHC) system to the District's oversight which will be a major effort for both District and CHC staff during FY09; and
- A need to broaden the strategic focus areas to capture all of the District's efforts.

With these issues in mind, staff proposed three changes to the focus areas identified in the TCHD 2007 Strategic Plan. These include -- 1) the combining of three separate service areas (primary care, specialty care, and mental health) into one global healthcare services focus area to reduce the "siloing" of services; 2) broadening the focus area for MAP from the Medical Assistance Program to all Patient Coverage Programs; and 3) the addition of two new focus areas related to resources. These changes are reflected in the table below.

TCHD January 2007 Original Adopted Strategic Plan	Reassignment To	TCHD FY09 Strategic Plan Update
Focus Area 1: Primary Care	>>	Focus Area 1: Healthcare Services Network
Focus Area 2: Specialty Care	>>	Focus Area 1: Healthcare Services Network
Focus Area 3: Efficiency and Integration of the Service Delivery Network	>>	Focus Area 2: Efficiency and Integration of Service Delivery System
Focus Area 4: Mental Health	>>	Focus Area 1: Healthcare Services Network
Focus Area 5: Medical Assistance Program	>>	Focus Area 3: Patient Coverage Programs
Focus Area 6: Regional Healthcare	>>	Focus Area 4: Regional Collaborations and Initiatives
N/A	>>	Added: Focus Area 5: CHC System Transition
N/A	>>	Added: Focus Area 6: District Infrastructure and Resources

In addition to these changes, it was recommended that the Strategic Plan be divided into two sections – one for Services and one for Resources.

Staff Development of Strategies and Recommendation of Prioritization. Along with the current strategies still being implemented, staff identified an initial list of additional strategies to address some of the findings of the environmental assessment. In looking at both sets of strategies, staff made an initial assessment as to whether each strategy was something that the District "had" to do or something that the District "wanted" to do. This was to help prioritize the strategies being considered.

- *Priority* –
  a. "Have To" – These are strategies which the District has determined to be a core service and/or has previously committed financial, staff or Board resources to the effort. These strategies can be focused on District programs, services, or efforts to maintain or increase resources to support the designated service areas. These strategies might have to be provided at a lower level should funding become an issue but would probably not be eliminated.
  b. "Want To" – These are initiatives that the District has not determined to be a core service but are an opportunity for the District to provide a "value-added" service or resource for the community in terms of leading, facilitating, or participating in collaborative initiatives that enhance community health planning or reporting, advocate for greater health care access, leverage community resources, etc.

In prioritizing strategies, staff determined that all "have to" strategies should be conducted in FY09. Each "want to" strategy, however, was considered individually to determine when

it could/should be undertaken given its potential impact and current District resource availability. In making these recommendations, staff considered –

- Current level of District commitment to the effort
- Impact to District of performing or not initiating or implementing the strategy in the FY09
- Ability to support the strategy based on current District infrastructure and human resource capability

Board Review, Modification and Adoption of Strategies and Prioritization. Staff held a facilitated half-day strategic planning retreat with the District Board of Managers in June 2008 to receive their input on the strategic direction for the District in the upcoming fiscal years. The Board of Managers provided feedback on a number of areas for District staff, including:

- Major successes of the District
- District strengths that made these successes possible
- Limitations that need to be considered in planning for the future
- Trends that will impact the work of the District
- Feedback on the current mission statement
- Review of staff recommendations of proposed strategies

The Board feedback is reflected in the goals and strategies identified below.

TCHD FY09 Strategic Plan Update. The following incorporates the identified changes to the TCHD 2007 Adopted Strategic plan along with those items that are remaining unchanged. Items (focus areas, strategies, etc.) that are identified as "FY07 plan" refer to items that were part of the adopted 2007 plan. Items identified by FY09 (or a later fiscal year) are new components of the District plan.

District Vision: Central Texas is a model healthy community.

District Mission: Promote the health and wellness of the residents of our community, especially the uninsured and underinsured, by working together to ensure access to a full range of coordinated healthcare services.

TCHD Current and New Strategies

FY09 Plan Update: ***Strategic Plan Section I. Services***

FY07 Plan Focus Area: *Primary Care*
FY09 Plan Update Focus Area: ***Healthcare Services Network***

Goals	Strategic Directions
PC01 – Assure all clinics dedicated to serving underserved populations operate at their full capacity.	**FY07 Plan** – Expand "urgent and after-hours access at select Federally Qualified Health Center (FQHC) sites. **FY07 Plan** – Institute a program to improve provider and clinic productivity and efficiency in non-FQHC clinics.

	FY09 – Explore options to increase primary and specialty care capacity for target population. **FY10** – Investigate acquisition/addition of pediatric practices to FQHCs to increase Medicaid participation.
PC02 – Implement a systematic approach for better utilization and coordination of primary care services.	**FY07 Plan** – Develop clear criteria for performance standards for the FQHC. **FY07 Plan** – Convert existing contracts with non-FQHC primary care providers to performance –based contracts. **FY07 Plan** – Convene a committee to develop shared practices and policies that support referring or directing clients to a medical home. **FY10** – Work with community providers to enhance capacity for Medicaid/Medicare population within FQHCs to maximize federal funds for community.
PC03 – Organize and link the primary care providers serving medically vulnerable populations throughout the county so they can function as a "virtual safety net" to coordinate the care of patients, and to implement population-based approaches to assuring the health of the community.	**FY07 Plan** – Support and facilitate methods to analyze key components of the primary care providers network to develop new and collaborative approaches to the development and linkage of expanded primary care capacity. **FY09** – Use shared data available through Medicaider, ICare, and NextGen to inform program eligibility and care for shared safety net patients.
PC04 – Analyze the magnitude of the primary care needs and health conditions of the underserved populations of Travis County.	**FY07 Plan** – Produce a baseline analysis of the primary care needs of underserved patients to quantify population focused need in the community.
PC05 – Create tools to monitor and assure access to appropriate primary care for the underserved.	**FY07 Plan** - Create performance measures to assure access to appropriate primary care. **FY07 Plan** – Establish periodic goals to improve access to care for particular geographic pockets, ethnic groups, people with particular illnesses or conditions, or other defining factors. **FY07 Plan** – Periodically publish a report card that describes current capacity within the community to meet primary care needs. **FY09** – Ensure services provided to clients are in compliance with all regulations. **FY09** – Contract on a pay-for-performance basis and continue to require and ensure receipt of service performance level data from contracted providers.

FY09 Plan Update: ***Strategic Plan Section I. Services***

FY07 Plan Focus Area: *Specialty Care*
FY09 Plan Update Focus Area: ***Healthcare Services Network***

Goals	Strategic Directions
SC01a – Define, clarify and create agreement among all providers in the safety net community on the specific needs for specialty care. **SC01b –** Determine targets for appropriateness and timeliness of referrals, by specialty.	**FY07 Plan** – Establish a community-wide agreement on specialty care priorities for the safety net population. **FY09** – Use the Joint Action Team (JAT) to establish access targets and reporting of specialty care metrics – encounters, wait times, etc. **FY10** – Investigate acquisition/addition of pediatric practices to FQHCs to increase Medicaid participation.
SCO2 – Analyze the demand for specialty care services compared to the current availability of services.	**FY07 Plan –** Develop a thorough assessment of the specialty care needs of the medically underserved populations of Travis County.
SC03 – Increase the availability of specialty care services.	**FY07 Plan –** Target the District's financial support of specialty care services. Expand the use of existing specialty care contracts. **FY09 –** Explore options to increase primary care and specialty care capacity for target population. **FY09 –** Investigate feasibility of providing specialty care services within new Community Health Center (CHC) sites as they are developed.
SC04 – Promote the alignment of interests among the organizations involved in organizing, providing and funding specialty services to the uninsured and underinsured in Travis County.	**Current** – Implement a community-wide effort to agree on an approach to addressing lack of system capacity for specialty care now and in the future. **Current –** Develop alternate approaches for availability. **FY09** – Collaborate with community partners, including Health Maintenance Organizations (HMOs), to evaluate opportunities to maximize specialty care resources.

FY09 Plan Update: ***Strategic Plan Section I. Services***

FY07 Plan Focus Area: *Mental Health Care*
FY09 Plan Update Focus Area: ***Healthcare Services Network***

Goals	Strategic Directions
MH01 – Building on the work of the Mental Health Stakeholders Group convened by the District, continue the collaborative approach to develop a mental health crisis system.	**FY07 Plan** – Continue to collaborate with community stakeholders to create psychiatric inpatient capacity and enhance related psychiatric emergency services. **FY07 Plan** – The collaborative effort will be in alignment with the direction of the state crisis services redesign effort and have clear performance measures. **FY07 Plan** – Ensure that the agendas of community health planning groups with which the District collaborates include opportunities for stakeholders to address issues related to the connectivity between the health and mental health systems. **FY09** – Work with stakeholders to identify level of need for full continuum of mental health services. **FY09** – Finalize and implement Phase II of mental health plan for community. **FY09** – Identify, along with community partners, new funding opportunities to support increased capacity and/or integration of mental health services.
MH02 – Foster enhancements in the overall capacity of the mental health system by supporting the integration of physical and behavioral healthcare.	**FY07 Plan –** Continue to support initiatives such as 340B pricing to enhance access to medications for shared clients of the mental health authority and the FQHCs. **FY07 Plan –** Continue to promote the integration of physical and behavioral health through ongoing support of the E-Merge program. **FY09 –** Evaluate the findings of Phase I of the University of Texas study on Integrated Behavioral Health Care (E-merge) program. **FY10 –** Implement recommendations of the Integrated Behavioral Health Program (E-merge) evaluation based on priority and feasibility.

FY09 Plan Update: ***Strategic Plan Section I. Services***

Current Plan Focus Area: *Medical Assistance Program*
FY09 Plan Update Focus Area: ***Patient Coverage Programs***

Goals	Strategic Directions
MAP01 – Utilize the Medical Assistance Program to improve patient access to appropriate care.	**FY07 Plan** – Consider revision of residency eligibility criteria. **FY07 Plan** – Develop a MAP waiting list procedure based on availability of funds. **FY09** – Re-brand District's healthcare coverage program and educate stakeholders on new program, name, services, capacity, etc.
MAP02 – Maximize the efficient use of financial resources of both the District and patients served.	**FY07 Plan** - Clarify healthcare services provided to sliding fee scale patients. **FY09** – Determine future direction of District's healthcare coverage program (currently MAP). **FY10** – Define target population and service provider network for pilot program to monitor total cost of care. **FY11** – Deploy new health coverage program on revised terms or fully implement within available resources based on results of pilot program.
MAP03 – Maintain the Healthcare District's identify as a "community steward" by expanding the MAP payor network.	**FY07 Plan** – Transition District payments for primary care to a performance basis and extend reimbursement to other community safety net providers in addition to the FQHCs. **FY07 Plan** – Determine the District role in the administration of MAP and non-MAP health care services. **FY09** – Increase service contracts to expand provider network.

FY09 Plan Update: ***Strategic Plan Section I. Services***

FY07 Plan Focus Area: *N/A*
FY09 Plan Update Focus Area: ***Community Health Center (CHC) System Transition***

Goals	Strategic Directions
SDS01 – Maintain and promote the District's role of "community steward" to further the overall viability of the safety net provider system.	**FY07 Plan** – N/A **FY09** – Finalize organizational structure (functions) for District and 501(c)3. **FY09** – Complete development and implementation of infrastructure to support District and CHC business, administrative,

	and operational functions, including the solicitation, purchase and contracting of necessary equipment, information systems and services. **FY09** – Complete plans with city for close-out issues and transfer/lease of City assets. **FY09** – Continue process for transfer of Federally Qualified Health Center (FQHC) designation and other federal requirements to TCHD. **FY09** – Complete and implement branding for new CHC organization. **FY09** – Transition Community Care Services Department (CCSD) staff 3/1/09 and implement human resource policies and systems.

FY09 Plan Update: ***Strategic Plan Section I. Services***

FY07 Plan Focus Area: *Efficiency and Integration of the Service Delivery System*
FY09 Plan Update Focus Area: *Efficiency and Integration of the Service Delivery System*

Goals	Strategic Directions
SDS01 – Maintain and promote the District's role of "community steward" to further the overall viability of the safety net provider system.	**FY07 Plan** – Assure that operational integrity is maintained by the FQHCs while maintaining a clear distinction between FQHC and District operations, and use the District's financial resources and potential representation on the FQHC Board to maximize the role FQHCs play in the delivery of primary care services as part of the broader safety net system. **FY07 Plan** – Measure and express the value of the lease with the Seton Family of Hospitals for operation of University Medical Center at Brackenridge 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. **FY09** – See CHC System Transition strategies
SDS02 – Organize and link the various safety net providers within Travis County into a seamless "virtual system of care" for indigent patients which delivers a single coordinated standard of care and identifies a "medical home" when appropriate for persons using the network.	**FY07 Plan –** Assure a seamless continuum of care among healthcare providers. **FY07 Plan** – In collaboration with other safety net providers, establish a comparable sliding fee scale for all patients. (Listed under MAP Focus Area in FY07 Plan.) **FY09** – Work with safety net providers on

	"virtual system of care" (shared data, standards for care, clear roles for providers, etc.) for shared clients. **FY10** – Promote concept of standard sliding fee scale for care provided at all safety net clinics. **FY11** – Develop and implement standard sliding fee scale for care provided at all safety net clinics.
SDS03 – Facilitate integrated systems (information, financial, chronic disease management, protocols for referral to specialists) that assure that providers across the continuum avoid duplication, identify gaps in the network and develop collaborative approaches to major healthcare issues.	**FY07 Plan** – Work with the Integrated Care Collaboration (ICC) to address and resolve issues related to both the health status of the community and efforts to make the health system more integrated and effective; seek interaction on continuing problems within the system; facilitate connectivity between the healthcare and mental health systems; and build community/provider initiatives around dominant healthcare priorities within the safety net. **FY07 Plan** – Assure that all district financial support for pilot or ongoing projects is directed to efforts designed to maximize integration and avoid duplication. **FY09** – Implement NextGen software for specialty care referrals to enhance client access.
SDS04a – Establish an ongoing collaborative process to include key stakeholders in the community to assist providers in eliminating barriers to effective utilization of the safety net system. **SDS04b –** Inform the broader community on a regular basis of its health status, the efforts to assure an effective healthcare safety net, current gaps in the system, and priorities to fill those gaps.	**FY07 Plan** – Convene periodic sessions of a broader community body of stakeholders to: report on findings related to both the health status of the community and efforts to make the health system more integrated and effective; seek interaction on continuing problems within the system; facilitate connectivity between the healthcare and mental health systems; and build community/provider initiatives around dominant healthcare priorities. **FY09** – Facilitate work with community stakeholders to define community desire for basic healthcare services and how those services should be provided, including the role of Graduate Medical Education.

FY09 Plan Update: ***Strategic Plan Section II. Resources***

Current Plan Focus Area: *Regional Healthcare*
FY09 Plan Update Focus Area: ***Regional Collaborations and Initiatives***

Goals	Strategic Directions
RGN01 – Redesign the Medical Assistance Program locally while planning regionally. **RGN02** – Retain the flexibility to interface/merge with a regional approach for indigent, uninsured and underinsured patients and with any reform of statewide medical assistance programs such as Medicaid and the Children's Health Insurance program (CHIP). **RGN03** – Maximize participation by regional stakeholders in the design, funding, and implementation of proposed regional initiatives.	**FY07 Plan** – Convene and participate in a committee of public officials and key stakeholders in the region to design and implement regional strategies and solutions to identify health care issues. **FY07 Plan** – Participate in an effort to test the feasibility of providing regional insurance products in partnership with employers to reduce the number of uninsured and underinsured patients. **FY09** – Participate in regional efforts for small-employer health coverage program. **FY09** – Monitor legislative environment for ability to coordinate regionally and act upon opportunities as they become available. **FY09** – Participate in Children's Optimal Health (COH) as charter member to enhance District access to regional planning data. **FY09** – Continue dialogue with Hays County to identify common interests in regional approach to healthcare services and funding. **FY09** – Manage key relationships with City of Austin, Travis County, and other key partners.

FY09 Plan Update: ***Strategic Plan Section II. Resources***

Current Plan Focus Area: *N/A*
FY09 Plan Update Focus Area: ***District Infrastructure and Resources***

Goals	Strategic Directions
SDS01 – Maintain and promote the District's role of "community steward" to further the overall viability of the safety net provider system. **RGN02** – Retain the flexibility to interface/merge with a regional approach for indigent, uninsured and underinsured patients and with any reform of statewide medical assistance programs such as Medicaid and the Children's Health Insurance	**FY07 Plan** – N/A. **FY09** – Protect Medicaid, Disproportionate Share Hospital (DSH), and Upper Payment Limit (UPL) funding streams. **FY09** – Sustain tax base. **FY09** – Increase Medicaid business. **FY10** – Conduct comprehensive strategic planning process to incorporate stakeholder input on environmental assessment, prioritized strategies, etc. **FY10** – Explore opportunities for additional

program (CHIP).I	funding through grants/philanthropy, development of a Health Maintenance Organization (HMO), and other business/joint ventures.

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
December 18, 2008

Agenda Item C8

Approve proposed amendments to the Travis County Healthcare District Board of Managers Bylaws.
(Back-Up – Memo & Bylaws)

Travis County Attorney's Office

Memo

To: Travis County Healthcare District Board of Managers

cc: Patricia A. Young Brown

From: Stacy E. Wilson

Date: December 10, 2008

Re: Agenda Item C8. Approve proposed amendments to the Travis County Healthcare District Board of Managers Bylaws

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Background

Staff is recommending several changes to the Travis County Healthcare District Board of Managers Bylaws, primarily addressing the timing of certain events. One of the proposed revisions relates to the City of Austin Community Care Services Department transition.

In Sections 6.6.1, 8.1.1, 8.1.2, staff is recommending that, beginning in Fiscal Year 2009, the Board move its annual meeting from December to January, elect and appoint officers in January, and set the annual meeting schedule in December. This timing seems more appropriate, given that the Board members' terms expire on December 31. The Board can start a new calendar year with reviewing the bylaws, electing and appointing officers, reviewing conflict-of-interest requirements, etc.

The other proposed change is in Section 7.1.2.1 and concerns the Budget and Finance Committee. After the CCSD transition, the committee will presumably be the entity responsible for reviewing the financial information of the Central Texas Community Health Centers. Thus, this duty has been added to Section 7.1.2.1.3.

Recommendation

Staff recommends that the Board approve the amendments as presented in the red-lined version of the Bylaws previously distributed to the Board members.

BYLAWS OF THE BOARD OF MANAGERS

OF THE

TRAVIS COUNTY HEALTHCARE DISTRICT

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BYLAWS OF THE BOARD OF MANAGERS

OF THE

TRAVIS COUNTY HEALTHCARE DISTRICT

PREAMBLE

The Board hereby adopts these Bylaws to provide a framework for self-government of the Travis County Healthcare District. This framework permits the District to operate pursuant to the statutes of the State of Texas, Chapter 281 of the Texas Health and Safety Code, and other applicable laws of the State of Texas. Portions of the governing laws are included in these Bylaws for the purpose of clarification.

DEFINITIONS

"Board" means the board of managers of the District. The term "Board" shall have the same meaning as the term "board" under Chapter 281 of the Texas Health and Safety Code.

"President and Chief Executive Officer (CEO)" means the individual appointed by the Board to perform duties required by the Board, supervise the work and activities of the District, and generally direct the affairs of the District. The term "President and CEO" shall have the same meaning as the term "administrator" under Chapter 281 of the Texas Health and Safety Code.

"Commissioners Court" means the members of the Commissioners Court of Travis County, Texas, being the elected officials of Travis County who are responsible for appointing certain Board members.

"District" means the Travis County Healthcare District.

"Hospital" means Brackenridge Hospital.

"Municipality" means the municipality with the largest population in Travis County.

ARTICLE I PURPOSE

1.1 The purposes of the District are, to the extent not prohibited or limited by law, to:

1.1.1 furnish medical and hospital care for indigent and needy residents of Travis County;

1.1.2 conduct educational activities to improve the quality of care rendered and to promote good health habits in the community; and

1.1.3 fulfill any other lawful purpose.

ARTICLE II RESPONSIBILITIES AND POWERS OF THE DISTRICT

2.1 It is the responsibility of the District to seek to meet the requirements imposed upon it by Texas law.

2.2 Notwithstanding anything herein to the contrary, the District shall have all powers and rights granted or permitted under Chapter 281 of the Texas Health and Safety Code or other applicable law.

ARTICLE III DUTIES AND AUTHORITIES OF THE BOARD

3.1 The Board shall, to the extent not prohibited or limited by law, seek to do the following:

3.1.1 be the governing body of the District.

3.1.2 approve the annual budget for the District, and submit the budget to the Commissioners Court.

3.1.3 employ independent auditors to make an annual audit of the fiscal records of the District.

3.1.4 select the depository for the funds of the District.

3.1.5 appoint the President and CEO of the District.

3.1.6 approve and enforce the policies, procedures, rules, and regulations for the operation of the District.

3.1.7 seek approval from the Commissioners Court on matters as required by the Texas Health and Safety Code.

3.1.8 assume the role of the Community Board under the Lease Agreement with the Daughters of Charity Health Services of Austin d/b/a Seton, including

monitoring the performance of Seton under certain Lease provisions according to performance dimensions set out in the Lease and determining whether performance deficiencies exist.

3.1.9 conduct a biennial Board self-assessment, which may include surveying, discussion, problem identification, developing and implementing solutions, and reassessment.

3.1.10 approve, modify, or deny contracts.

3.1.11 develop a philosophy and strategic goals for the District.

3.1.12 serve as advocates for the District.

3.1.13 meet other requirements imposed by law upon the Board.

ARTICLE IV APPOINTMENT OF THE BOARD

4.1 The Commissioners Court shall appoint four (4) members to the Board. The governing body of the Municipality shall appoint four (4) members, and the Commissioners Court and the Municipality shall jointly appoint one member. In selecting the members of the Board, the Commissioners Court and the Municipality shall consider the responsibilities involved, as well as the candidates' interests, availability, organizational skills, including communication skills, and reputation for objectivity and fairness, all of which are required to best provide governance of the District's duties and responsibilities.

4.2 The members of the Board serve staggered four-year terms, with as near as possible to one-fourth of the members' terms expiring each year.

4.3 The initial terms of the members are as follows:

4.3.1 The members appointed solely by the governing body of the Municipality shall draw lots to determine which member serves a one-year term, which member serves a two-year term, which member serves a three-year term, and which member serves a four-year term;

4.3.2 The members appointed solely by the Commissioners Court shall draw lots to determine which member serves a one-year term, which member serves a two-year term, which member serves a three-year term, and which member serves a four-year term; and

4.3.3 The member appointed jointly by the Municipality and the Commissioners Court serves a four-year term.

4.4 Appointments shall take place each July, and terms begin on August 1. Beginning in Fiscal Year 2008, subject to agreement by the Commissioners Court and the governing body of the Municipality, appointments shall take place each December, with terms beginning on January 1.

4.5 Members of the Board shall serve the length of their term and are eligible for re-appointment.

4.5.1 Members may also be requested to serve beyond the end of their term until a successor is appointed.

4.6 If a member resigns or is otherwise incapable of fulfilling his or her term, the Commissioners Court and/or the Municipality, as applicable, shall appoint interim members to fill vacancies until the term expires.

ARTICLE V DISCLOSURE OF CONFLICT OF INTEREST

5.1 The requirements in this Article V are in addition to the requirements the Board members have under any Ethics Policy adopted by the Board.

5.2 For the purpose of these Bylaws, the following definitions shall apply:

5.2.1 "Conflict of interest" means all agreements, disagreements, or oppositions to those matters requiring approval, decision, vote, or other action by the Board and involving a business entity or real property in which an individual Board member has a "substantial interest."

5.2.2 A person has a "substantial interest" in a business entity or real property if:

5.2.2.1 the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or $15,000.00 or more of the fair market value of the business entity; or

5.2.2.2 the person receives funds from the business entity in excess of 10 percent of the person's gross income for the previous year; or

5.2.2.3 the person holds an equitable or legal ownership in real property with a fair market value of $2,500.00 or more; or

5.2.2.4 the person is related in the first degree by consanguinity or affinity to someone who has a substantial interest as outlined in Sections 5.2.2.1 through 5.2.2.3 above.

5.2.3 "Business entity" means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, or any other entity recognized by law.

5.3 Each Board member shall abide by the following policy:

5.3.1 Unless the requirements of Section 5.3.3.5 below are met, any Board member having a conflict of interest in any matter shall not vote or use his or her personal influence in the matter, and he or she shall not ordinarily be counted in determining the quorum for the agenda item. The minutes of the meeting will reflect whether a disclosure was made, the abstention from voting, and the quorum situation.

5.3.2 Should any Board member have a question in his or her mind as to whether or not he or she has a conflict of interest, that member should resolve that question in favor of a conflict of interest existing.

5.3.3 Any conflict of interest on the part of any Board member shall be disclosed to the other Board members and made a matter of record when the interest becomes a matter of Board action. The following procedure should guide the actual disclosure of a conflict of interest:

5.3.3.1 The Board member with the conflict of interest shall file an affidavit with the President and CEO's office, being the official record keeper of the District, before a vote or decision on that matter is taken. The affidavit shall state the nature and extent of the Board member's substantial interest.

5.3.3.2 The Board member shall also make an oral disclosure of the conflict of interest at the time the matter is reached on the agenda.

5.3.3.3 The Board member shall state that a conflict of interest exists, and that he or she shall abstain from further participation in the matter if:

5.3.3.3.1 in the case of a substantial interest in a business entity, the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or

5.3.3.3.2 in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will

have a special economic effect on the value of the property, distinguishable from its effect on the public.

5.3.3.4 Should the presence of the Board member who has a conflict of interest in any way influence the voting of the other members, the Board member shall remove himself or herself from the room.

5.3.3.5 If a Board member is required to file and does file an affidavit disclosing a conflict of interest, the Board member is not required to abstain from voting from further participation in the matter requiring the affidavit if a majority of the members of the Board is composed of persons who are likewise required to file and who do file affidavits of similar interests on the same official action.

5.3.3.6 The Board shall take a separate vote on any budget item specifically dedicated to a contract with a business entity in which a Board member has a substantial interest. Unless the requirements of Section 5.3.3.5 above are met, the affected Board member shall not participate in that separate vote, but may vote on a final budget if the member has complied with Chapter 171 of the Texas Local Government Code and the requirements of this section and the matter in which the member is concerned has been resolved.

5.4 A violation by a Board member of the requirements of this section or Chapter 171 of the Texas Local Government Code does not render an action of the Board voidable unless the measure that was the subject of an action involving a conflict of interest would not have passed the Board without the vote of the violating Board member.

5.5 The requirements of this section shall be reviewed at the annual meeting for the information and guidance of all Board members and each new member shall be advised of these requirements.

5.6 To the extent the requirements of this section conflict with the requirements of Chapter 171 of the Texas Local Government Code, the more restrictive requirements shall apply.

ARTICLE VI OFFICERS OF THE BOARD

6.1 CHAIRPERSON OF THE BOARD

The Chairperson of the Board serves as the chief officer of the Board and shall have the following responsibilities and authority for:

6.1.1 enforcing compliance with standards of ethical conduct and professional demeanor by the Board in their relations with each other, support staff, and the community that the District serves.

6.1.2 appointing Board members to chair and serve on committees formed to accomplish Board performance improvement and monitoring functions.

6.1.3 presiding over meetings of the Board and performing such other duties as are assigned by statute, these Bylaws, or other action of the Board.

6.2 CHAIRPERSON-ELECT

The Board may elect a Chairperson-Elect. Should the Board decide to hold an election for this position and a Chairperson-Elect is elected, the Chairperson-Elect shall automatically assume the office of Chairperson at the conclusion of the Chairperson's term. If, for any reason, the office of Chairperson becomes vacant, the Chairperson-Elect will fill the remainder of the unexpired term. The Chairperson-Elect shall, in case of the absence, death, resignation, disability, removal, or disqualification of the Chairperson, perform the duties of the Chairperson until the Chairperson shall resume his or her office or a successor Chairperson has been elected. The Chairperson-Elect shall have the following responsibilities and authority for:

6.2.1 assisting the Chairperson as requested.

6.2.2 serving as chair of any ad hoc nominating committee created by the Board.

6.2.3 performing such other duties as are assigned by statute, these Bylaws, or other action of the Board.

6.3 VICE-CHAIRPERSON OF THE BOARD

The Vice-Chairperson of the Board shall, in case of the absence, death, resignation, disability, removal, or disqualification of the Chairperson and Chairperson-Elect, if any, perform the duties of the Chairperson until the Chairperson or Chairperson-Elect, if any, shall resume his or her office or a successor Chairperson or Chairperson-Elect has been elected. The Vice-Chairperson shall have the following responsibilities and authority for:

6.3.1 assisting the Chairperson or Chairperson-Elect as requested.

6.3.2 performing such other duties as are assigned by statute, these Bylaws, or other action of the Board.

6.4 SECRETARY

The Secretary shall have the following responsibilities and authority for:

6.4.1 ensuring the adequacy and accuracy of minutes taken for the Board Meetings.

6.4.2 keeping the Official Seal of the District.

6.4.3 in the case of the absence, death, resignation, disability, removal, or disqualification of the Chairperson, Chairperson-Elect, if any, and Vice-Chairperson, exercising the duties of the Chairperson, as Acting Chairperson, until the Chairperson, Chairperson-Elect, if any, or Vice-Chairperson shall resume his or her office or until a successor Chairperson, Chairperson-Elect, or Vice-Chairperson has been elected.

6.4.4 perform such other duties as are assigned by statute, these Bylaws, or other action of the Board.

6.5 TREASURER

The Treasurer shall have the following responsibilities and authority for:

6.5.1 serving as chair of the Budget and Finance Committee unless the Board votes otherwise.

6.5.2 in the case of the absence, death, resignation, disability, removal, or disqualification of the Chairperson, Chairperson-Elect, if any, Vice-Chairperson, and Secretary, exercising the duties of the Chairperson, as Acting Chairperson, until the Chairperson, Chairperson-Elect, if any, Vice-Chairperson, or Secretary shall resume his or her office or until a successor Chairperson, Chairperson-Elect, or Vice-Chairperson has been elected or a successor Secretary appointed.

6.5.3 performing such other duties as are assigned by statute, these Bylaws, or other action of the Board.

6.6 ELECTIONS AND APPOINTMENTS

6.6.1 The members shall elect from among themselves a Chairperson, Vice-Chairperson, and Treasurer, and the Board shall appoint a Secretary. The Board, either at or prior to the meeting at which it elects officers, shall determine whether it desires to elect a Chairperson-Elect. If the Board votes to elect that officer, that election shall occur at the same meeting as

the election of the Chairperson, Vice-Chairperson, and Treasurer. In Fiscal Year 2006, the Board will elect officers and appoint a Secretary in September 2006. Beginning in Fiscal Year 2009, the Board will elect its officers and appoint a Secretary every two years, beginning in January, 2009. The Board may designate the President and CEO to serve as the Secretary of the Board. If the Board designates the President and CEO as Secretary, the President and CEO shall not have the right to vote at Board meetings.

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6.6.2 Nominations for the Chairperson, Chairperson-Elect, if any, Vice-Chairperson, Treasurer, and any other position that requires election or appointment will be made from the floor by Board members at a regular meeting of the Board or by special committee established for the purpose of making nominations. Any special committee established for the purpose of making nominations for Board officers must have as committee members at least one City-appointed and one County-appointed Board member. A Board member may self-nominate for any officer position.

6.6.3 Elections or appointments conducted in Board meetings shall be conducted in an open meeting by acclamation or a roll-call vote pursuant to a motion that has been seconded. Unless a different number is required by law, a majority vote of a quorum is required to elect a nominee for each election required by these Bylaws.

6.6.4 When a position subject to Board election becomes vacant, a special election for the position shall be held as soon thereafter as practicable unless the position of Chairperson becomes vacant and the position of Chairperson-Elect is occupied, in which case the Chairperson-Elect automatically assumes the position of Chairperson.

6.6.5 In Fiscal Year 2007, the Chairperson's term will end on June 1, 2007. If the office of Chairperson-Elect is occupied, the Chairperson-Elect will assume the vacant office on that date pursuant to the terms of Section 6.2. Otherwise, the Vice-Chairperson will assume the vacant office pursuant to the terms of Section 6.3.

6.6.6 No Board member may hold the same office for more than two (2) consecutive terms.

6.7 REMOVAL AND RESIGNATIONS

A Board member may be removed from office pursuant to Chapter 87 of the Texas Local Government Code or other Texas law. A Board member may resign at any time by giving written notice to the Board, Chairperson, or Secretary and the Travis

County Commissioners Court and/or the governing body of the Municipality, as appropriate. Any such resignation shall take effect as soon as a replacement is appointed and sworn into office.

ARTICLE VII COMMITTEES

7.1 STANDING COMMITTEES

The Board may establish standing committees by amendment of this article of the Bylaws. A quorum of a standing committee shall be a majority of the members of the committee. All standing committees shall be composed of not more than four Board members, as determined by the Board.

7.1.1 AUDIT AND COMPLIANCE COMMITTEE

The Audit and Compliance Committee shall have responsibility for advising on audit and compliance policies of the District and for compliance monitoring. The committee shall meet at least quarterly.

7.1.1.1 ACTIVITIES

The Audit and Compliance Committee shall:

7.1.1.1.1 assist in the selection of an external auditor, together with the chair of the Budget and Finance Committee;

7.1.1.1.2 review the financial reports of independent auditors to be considered by the Board;

7.1.1.1.3 meet with the auditors on an as-needed basis;

7.1.1.1.4 develop and recommend best practices for the District in conformance with the Sarbanes-Oxley Act of 2002, and review those practices on a regular basis;

7.1.1.1.5 interface with Travis County, as necessary, with respect to audit-related issues;

7.1.1.1.6 review policies related to compliance with applicable law and regulation; and

7.1.1.17 monitor and advise on investigations and corrective action plans related to compliance issues.

7.1.2 BUDGET AND FINANCE COMMITTEE

The Budget and Finance Committee shall be responsible for working with the President and CEO to develop the District's annual budget, for reviewing and monitoring financial statements, and making recommendations regarding financial transactions. The Budget and Finance Committee shall meet at least monthly.

7.1.2.1 ACTIVITIES

The Budget and Finance Committee shall:

7.1.2.1.1 monitor the current District budget on a monthly basis;

7.1.2.1.2 develop and recommend for adoption, in conjunction with the President and CEO, the annual budget and all amendments to the budget;

7.1.2.1.3 review all financial and statistical data to be presented to the Board, including monthly statements from the City of Austin, the Central Texas Community Health Centers, and other providers, and District financial statements;

7.1.2.1.4 recommend the appointment of depositories;

7.1.2.1.5 interact with Travis County relating to financial and budget matters;

7.1.2.1.6 make and recommend actions concerning cash management, investments, borrowings, and other District financial transactions;

7.1.2.1.7 annually review any District liability/risk management program and recommend renewal and/or purchase of such insurance coverage as necessary to protect the assets and liabilities of the District; and

7.1.2.1.8 advise on financial policies of the District, as necessary.

7.2 SPECIAL COMMITTEES

Any standing committee may elect to perform any of its designated functions by constituting any of its members as a subcommittee for that purpose and reporting such action to the Board in writing. Any such subcommittee may include

individuals in addition to members of the standing committee. Special ad hoc committees may be appointed by the Chairperson of the Board to perform specific tasks or to address specific issues. That appointment must be approved by the Board in open session.

7.3 APPOINTMENT AND TERM

Unless otherwise provided, the chair, co-chair, and members of all committees described in the Bylaws shall be appointed by, and may be removed by, the Chairperson of the Board, subject to approval by the Board at an open meeting. Unless otherwise specified, committee members shall be appointed for a term of one (1) year and shall serve until the end of this period or until the member's successor is appointed, unless the member shall resign or be removed from the committee. The Chairperson may appoint an interim successor to the committee for a member whose Board term has expired, who is holding over as a Board member, but who has resigned his or her committee position. Any such interim successor may serve until the meeting of the Board at which the Board votes to consent to the appointment of committee members.

7.4 VOTING

Committees are solely advisory in nature and do not take action on their own other than to make recommendations to the Board. To the extent that committees vote on their recommendations, all committee members have voting privileges. Meetings of the committees shall be noticed, and open to the public, to the extent required by, and then in accordance with, the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

7.5 ADVISORY AND AUXILIARY COMMITTEES

If authorized or required by state law or Board policy, the Board shall appoint advisory or auxiliary committees of non-Board members to assist the District. These committees may be composed of volunteers, independent contractors, or employees. The terms, qualifications, and methods of appointment of these committees shall be governed by relevant state law or Board policy. The Board shall designate the chair and vice-chair, if any, of each such committee.

ARTICLE VIII MEETINGS OF THE BOARD

8.1 GENERAL PROVISION

All regular, annual, special, and emergency meetings of the Board shall be held in accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code. The manner in which these meetings are held is as follows:

8.1.1 REGULAR MEETINGS

Regular meetings of the Board shall be held once a month at the District headquarters, 1111 E. Cesar Chavez, Austin, Texas or at the Granger Building, 314 W. 11th Street, Austin, Texas unless by call or resolution another location is specified. The meeting day and time of the regular meeting will be established each year at the regular December Board meeting. When necessary, the Board may add or cancel a regular meeting or change the date of a regular meeting by resolution or motion at a meeting of the Board. Regular meetings shall begin at a time designated by the Chairperson unless by call or resolution a time is specified.

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8.1.2 ANNUAL MEETINGS

Beginning in Fiscal Year 2008, the annual meeting shall be the Board's regular meeting in December of each year. Beginning in Fiscal Year 2009, the annual meeting shall be the Board's regular meeting in January of each year.

8.1.2.1 The following activities should occur at the annual meeting:

8.1.2.1.1 election and installation of officers of the Board, if appropriate that year;

8.1.2.1.2 review of the Bylaws, if appropriate that year;

8.1.2.1.3 disclosure of conflict-of-interest statements by Board members; and

8.1.2.1.4 such other matters as may come to the attention of the Board.

8.1.3 SPECIAL MEETINGS

Special meetings of the Board may be held either upon the call of the Chairperson or the call of the Secretary at the request of at least four (4) members of the Board in writing or upon approval of a resolution adopted at a meeting of the Board. A call by the Chairperson or Secretary must be communicated to the President and CEO within sufficient time to permit posting of the meeting as required by law. The call or resolution, as applicable, shall specify the date of each special meeting and may specify the time and place for each special meeting. Special meetings shall begin at a time designated by the Chairperson unless by call or resolution a time is specified. The activities at the special meeting shall be confined to the

purpose or purposes for which the meeting was called, and the agenda shall identify the Board members who called the meeting.

8.1.4 EMERGENCY MEETINGS

Emergency meetings of the Board may be called by the Chairperson or the Secretary after determining that an emergency or urgent public necessity warrants the meeting and that the issue(s) cannot be postponed until a special or regular meeting. Posting of notice for emergency meetings shall be done in accordance with the requirements set forth in the Open Meetings Act, Chapter 551 of the Texas Government Code.

8.1.5 ORDER OF BUSINESS

The order of business at Board meetings shall be determined by the Chairperson. The agenda shall include at least reports from the standing Board committees.

8.1.5.1 EXECUTIVE SESSION

The Board may enter an executive or closed session after establishing a quorum and announcing that an executive or closed session will be held in accordance with the policies and procedures of the Board and in compliance with the requirements set forth in the Open Meetings Act, Chapter 551 of the Texas Government Code.

8.1.6 QUORUM AND VOTING

The presence of the majority of the Board shall constitute a quorum for the transaction of business, but a lesser number may adjourn a meeting until a later specified date when a quorum shall be present.

8.1.6.1 MANNER OF ACTION

Except as otherwise specified, the action of a majority of the members present and voting at a meeting at which a quorum is present shall be the action of the group.

No final action, decision, or vote shall be taken while the Board is in executive or closed session. The Board shall reconvene the open meeting after an executive or closed session prior to adjourning the meeting.

8.1.7 NOTICE OF MEETING

Board meetings will be posted pursuant to the requirements set forth in the Open Meetings Act, Chapter 551 of the Texas Government Code.

8.1.7.1 Board members shall be notified of regular and special meetings at least 72 hours prior to the scheduled time of the meetings.

8.1.7.2 Board members shall be notified of emergency meetings at least two hours prior to the time of the meeting.

8.1.8 RECORD OF MEETINGS

Minutes of meetings shall contain each subject of discussion and deliberation, all motions, seconds, and the vote, if any, on such motions. Minutes shall be signed by the presiding officer and attested to by the Secretary.

8.1.9 CONDUCT OF MEETINGS

The most recent edition of *Robert's Rules of Order Newly Revised*, when not in conflict with other Board-adopted rules of procedure, these Bylaws, or applicable law, shall be the rules of parliamentary procedure and order for the Board and its committees, except that the chair of any meeting may vote and, unless requested by any Board member, all readings of the minutes are hereby waived.

8.1.10 PUBLIC PARTICIPATION AT MEETINGS

8.1.10.1 The public may attend regular Board meetings. The public may be granted the privilege to address items on the Board agenda at the discretion of the Chairperson. The Chairperson is responsible for recognizing an individual to speak and may limit presentations to assure the efficient and orderly conduct of business.

8.1.10.2 Persons who desire to deliver oral comments at a Board meeting must complete the required sign-in form before the public comment agenda item is reached during the Board meeting. The Board may develop a policy addressing how public comment will be received, including specifying the number of speakers and the time allowed for each person to speak. Persons wishing to speak before the Board shall provide the following information:

(a) name and address;

(b) the name of the person or group, if any, the speaker is representing;

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(c) the agenda item upon which the person wishes to speak, if any; and

(d) if the matter does not relate to an agenda item, a brief description of the nature of the matter to be addressed by the speaker.

8.1.10.3 Individuals wishing to place an item pertinent to the business of the District on the agenda of a regular meeting must submit a written request to the President and CEO seven (7) days prior to the meeting. Board members may place items on the Board's agenda by submitting a written request to the President and CEO at least seventy-eight (78) hours prior to the meeting. The Chairperson of the Board shall have final approval of items to be placed on the agenda. The President and CEO shall prepare and distribute to the Board the agenda and relevant written materials.

8.1.10.4 Agenda items may be added to a posted agenda by the Chairperson, by the President and CEO, or by written request of any Board member, provided that the proposed addition is submitted to the President and CEO in time to post the amendment to the agenda in compliance with the Open Meetings Act, Chapter 551 of the Texas Government Code. If the item must be added as an emergency agenda item due to insufficient time to post it as a regular item, the request to add the item must include a valid reason for the emergency, as determined by the Chairperson and President and CEO in consultation with legal counsel.

8.2 EXECUTIVE SESSIONS

Notwithstanding the foregoing, meetings of the Board or portions thereof need not be open to the public and may be a closed meeting or executive session to the extent permitted by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

ARTICLE IX PRESIDENT AND CEO

9.1 The Board shall appoint a President and CEO, qualified by training and experience. The President and CEO shall be held accountable for the management of the District in all its activities within the limits prescribed by law and the policies

adopted by and instructions of the Board. Except as limited by law or the Board, the President and CEO shall, at a minimum:

9.1.1 advise and assist the Board in managing, controlling, and administering the District's business.

9.1.2 administer the policies, rules, and regulations necessary for the operation of the District.

9.1.3 employ, evaluate, and discharge all employees of the District, subject to an annual approved budget. All official communications between the Board and employees of the District shall be through the President and CEO's office.

9.1.4 develop and maintain personnel policies and practices of the District.

9.1.5 prepare, revise, and recommend an annual budget with the advice of the Board, reflecting expected revenues and expenditures, for approval by the Board and presentation to the Commissioners Court for final approval.

9.1.6 make budget transfers between line items within a specified budget category.

9.1.7 supervise the District's business affairs to ensure that funds are collected and expended to the best possible advantage.

9.1.8 present reports to the Board, as required, concerning policies and procedures for consideration by the Board.

9.1.9 supervise the purchase of supplies, services, and equipment in accordance with District policies and procedures.

9.1.10 attend all meetings of the Board and committees thereof.

9.1.11 perform such other duties as may be delegated by the Board to serve the best interests of the District.

9.1.12 make an annual report to the Board, Commissioners Court, the Texas Board of Health or its successor, and the comptroller as soon as practicable after the close of the fiscal year as required by Section 281.092 of the Texas Health and Safety Code.

9.1.13 perform duties as required by Section 281.071, Texas Health and Safety Code, concerning payment and support, as necessary.

9.1.14 meet such other requirements imposed by law upon the President and CEO.

9.2 The President and CEO serves at the will of the Board and for terms of not more than four years. Before assuming duties, the President and CEO shall execute a bond payable to the District in the amount of not less than $10,000, conditioned on the faithful performance of the President and CEO's duties and any other requirements determined by the Board. The President and CEO shall be entitled to compensation as determined by the Board.

9.3 Notwithstanding the foregoing, the Board reserves its right to manage, control, and administer the District.

ARTICLE X PUBLIC STATEMENTS AND PRONOUNCEMENTS

10.1 Policy and statements of official positions of the Board will be made only after concurrence by a majority vote of the Board and shall be issued through the Chairperson or his or her designee.

ARTICLE XI INDEMNITY AND INSURANCE

11.1 If, as, upon such conditions, and to the extent permitted or required by Texas law, the District shall indemnify or defend any member of the Board and/or the President and CEO and may indemnify or defend any other officer of the District or any employee of the District from and against any claim, cause of action, proceeding, expense, attorney's fee, or other loss.

11.2 The District shall indemnify and shall defend any member of the Board and/or the President and CEO from any claim, cause of action, proceeding, expense, attorney's fee, or other loss as, upon such conditions, and to the extent expressly permitted by Texas law, including, without limitation, Chapter 102 of the Texas Civil Practice and Remedies Code.

11.3 The District may indemnify and may defend any other officer of the District or any employee of the District from any claim, cause of action, proceeding, expense, attorney's fee, or other loss as, upon such conditions, and to the extent expressly permitted by Texas law, including, without limitation, Chapter 102 of the Texas Civil Practice and Remedies Code.

11.4 The District shall indemnify and/or defend any member of the Board and/or the President and CEO and may indemnify and/or defend any other officer of the District or any employee of the District from any claim, cause of action, proceeding, expense, attorney's fee, or other loss as, upon such conditions, and to the extent determined by the District, except to the extent prohibited by Texas law.

11.5 The District shall acquire liability insurance if, in the opinion of the Board, that insurance is reasonably affordable, that, among other things, provides indemnity and/or defense of any member of the Board, for claims or expenses, except to the extent prohibited by Texas law.

11.6 Nothing in Section 11.1 is intended to, or should be construed to, require indemnity or defense for officers and/or employees of the District, other than for the President and CEO, except as expressly otherwise mandated by Texas law, with the understanding that there may be no such mandatory indemnity or defense requirement for these officers and employees under Texas law now or in the future. Additionally, any grant or denial of indemnity or defense under Sections 11.3 through 11.4 to officers and/or employees of the District, other than to the President and CEO, represents an exercise of discretionary functions of the Board, there should be no reliance on or expectation of any such indemnity or defense for those officers and/or employees of the District, and there is no express or implied guaranty or promise that any such indemnity or defense will be granted in a particular situation for officers and/or employees of the District, except for the President and CEO, regardless of whether or not any such indemnity or defense is granted in any similar or other situation or to another person.

ARTICLE XII CONFLICT OF BYLAWS

12.1 If any provision of these Bylaws is now or hereinafter becomes in conflict with any statute or any other law of the State of Texas relating to the operation of the District, such statute or other law, as long as it is in effect, shall take precedence over these Bylaws.

ARTICLE XIII AMENDMENTS AND ALTERATIONS TO BYLAWS

13.1 Every two (2) years, the Board shall review these Bylaws. Proposed revisions shall be submitted to the Board at least seven (7) working days prior to the meeting at which a vote is scheduled. The submitted revisions must be in writing and include the exact wording of the existing Bylaws language, if any, and the proposed change(s). If a quorum is present for the purpose of enacting a change in the Bylaws, the change shall require an affirmative vote of a majority of the members of the Board.

13.2 These Bylaws may be revised at any time by affirmative vote of a majority of the members of the Board.

ARTICLE XIV MISCELLANEOUS ORGANIZATIONAL PROVISIONS

14.1 The District fiscal year shall begin October 1 and shall end the following September 30.

14.2 The form of the official seal of the District shall consist of two hands shaking with a stethoscope superimposed over an outline of the State of Texas surrounded by two concentric circles with the name "Travis County Healthcare District" displayed in the space between the two circles. The seal may be either embossed or stamped. The Secretary has the responsibility of retaining the seal. Affixing the seal is not necessary to authenticate or attest a document unless the seal is required by applicable law.

ARTICLE XV ADOPTION

15.1 These Bylaws, as amended, shall become effective immediately upon their acceptance and adoption, and supersede all previous Bylaws heretofore adopted by the Board of the District.

Accepted and adopted by the Board of the Travis County District at Austin, Travis County, Texas, on the 18th day of December, 2008.

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_____ _____

CARL S. RICHIE, JR.
Chairperson, Board of Managers
Travis County Healthcare District

ROSE LANCASTER
Secretary, Board of Managers
Travis County Healthcare District

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travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
December 18, 2008

Agenda Item C9

Receive the November 2008 Travis County Healthcare District financial statements.
(Back-Up – Financial Statements)

Travis County Healthcare District
November 2008

Statement of Revenues, Expenses and Changes in Net Assets

Operating Revenues:
DSH/UPL – Received October and November 08 DSH
Operating Lease – November 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 $1.1 million, slower than budgeted projections and $3 million less than the prior year collections at the end of November.

Investment Income-Investment income is $201,000 exceeding budget.

- Change in Net Assets is an unfavorable $4.6 million. This is due to the timing of revenue with most property tax revenue received December through February and expenses spread more evenly throughout the year. Increasing that unfavorable amount is the slower collection of property tax this year.

Statement of Net Assets (Balance Sheet)
Assets:
The Statement of Net Assets reflects $96 million in cash and investments. There is $9 million in restricted cash in addition to this amount which reflects the regional (private) UPL escrow account.

Ad valorem taxes receivable of $63.7 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 will be adjusted through the audit process to reflect FY 08 results.

Liabilities:
Private UPL Payable - $9 million
Other liabilities of $63.6 million is reflective of deferred tax revenue for the current fiscal year.

Travis County Healthcare District

Statement of Revenues, Expenses & Changes in Net Assets

From 11/1/2008 Through 11/30/2008
(In Whole Numbers)

	November 2008 Actual	November Year to Date Actual	YTD Budget - Revised
Operating revenues:			
DSH/UPL Program	734,820	1,477,521	1,416,154
Operating lease revenue	96,283	192,566	192,566
Total Operating revenues:	831,103	1,670,087	1,608,720
Operating expenses:			
Health care delivery	6,162,751	12,167,830	13,579,800
Salaries and benefits	190,616	401,730	597,445
Other purchased goods and services	167,778	282,839	717,510
Depreciation	159,803	319,607	383,773
Total Operating expenses:	6,680,948	13,172,005	15,278,528
Operating income (loss)	(5,849,845)	(11,501,918)	(13,669,808)
Nonoperating revenues (expenses):			
Ad valorem tax revenue	1,136,824	1,466,886	4,661,713
Tax assessment and collection expense	(58,022)	(116,045)	(125,578)
Investment income	201,157	424,225	410,570
Other revenue	0	73	(166,667)
Total Nonoperating revenues (expenses):	1,279,959	1,775,139	4,780,038
Changes in net assets	(4,569,886)	(9,726,779)	(8,889,769)
Total net assets - end of year	(4,569,886)	(9,726,779)	(8,889,769)

Travis County Healthcare District

Statement of Net Assets

As of 11/30/2008
(In Whole Numbers)

	Current Year
Assets	
Current Assets	
Cash and cash equivalents	391,856
Restricted cash and cash equivalents	9,196,025
Short-term investments	95,634,321
Ad valorem taxes receivable	63,739,468
Due from other governments	
Accounts Receivable-City of Austin	1,264,601
A/R-Other Governments	0
Total Due from other governments	1,264,601
Other receivables	491,213
Prepaid expenses	7,471
Total Current Assets	170,724,955
Capital Assets	
Land	8,497,335
Buildings and improvements	90,209,209
Equipment and furniture	462,426
Less accumulated depreciation	(7,885,585)
Total Capital Assets	91,283,386
Total Assets	262,008,340
Liabilities	
Current Liabilities	
Accounts payable	1,575,735
Private UPL payable	9,196,025
Salaries and benefits payable	187,023
Due to other governments	0
Other liabilities	63,578,624
Total Current Liabilities	74,537,406
Total Liabilities	74,537,406
Net Assets	
Unrestricted	96,187,548
Investment in Capital Assets	91,283,386
Total Net Assets	187,470,934
Liabilities and Net Assets	262,008,340

Travis County Healthcare District
Board of Managers Meeting
December 18, 2008

Agenda Item C10

Approve a regular meeting schedule for the Travis County Healthcare District Board of Managers for 2009.
(Back-Up – Draft Schedule)

travis county HEALTHCARE DISTRICT

Board of Managers Meeting Schedule for FY 2009 - 2010

	Calendar	Day	Time	Location	Comments
TCHD Board of Managers Work Session Meetings*	**January 8, 2009**	**Thursday**	**5:30 p.m.**	**Cesar Chavez**	**Related to District operations and strategic planning.**
TCHD Board of Managers Meetings	January 22, 2009	Thursday	5:30 p.m.	Granger	Regularly scheduled Board meeting
TCHD Board of Managers Work Session Meetings*	**February 12, 2009**	**Thursday**	**5:30 p.m.**	**Cesar Chavez**	**Related to District operations and strategic planning.**
TCHD Board of Managers Meetings	February 26, 2009	Thursday	5:30 p.m.	Granger	Regularly scheduled Board meeting
TCHD Board of Managers Work Session Meetings*	**March 12, 2009**	**Thursday**	**5:30 p.m.**	**Cesar Chavez**	**Related to District operations.**
TCHD Board of Managers Meetings	March 26, 2009	Thursday	5:30 p.m.	Granger	Regularly scheduled Board meeting
TCHD Board of Managers Work Session Meetings*	**April 9, 2009**	**Thursday**	**3:00 p.m.**	**Cesar Chavez**	**Strategic Planning Work Session**
TCHD Board of Managers Meetings	April 23, 2009	Thursday	5:30 p.m.	Granger	Regularly scheduled Board meeting
TCHD Board of Managers Budget Work Session Meeting*	**May 14, 2009**	**Thursday**	**3:00 p.m.**	**Cesar Chavez**	**Related to the Budget and Approval of Strategic Plan Update.**
TCHD Board of Managers Meetings	May 28, 2009	Thursday	5:30 p.m.	Granger	Regularly scheduled Board meeting
TCHD Board of Managers Meetings	June 25, 2009	Thursday	5:30 p.m.	Granger	Regularly scheduled Board meeting
TCHD Board of Managers Meetings	July 23, 2009	Thursday	5:30 p.m.	Granger	Regularly scheduled Board meeting
Preliminary Board of Managers Meeting for Approval of Budget*	**August 13, 2009**	**Thursday**	**5:30 p.m.**	**Granger**	**Must publish notice at least 7 days.**
TCHD Board of Managers Public Hearing on Budget with Board of Managers Meeting*	August 27, 2009	Thursday	5:30 p.m.	Granger	**Public Hearing #1**
TCHD Board of Managers Meetings*	**September 3, 2009**	**Thursday**	**5:30 p.m.**	**Granger**	**Related to District operations.**
TCHD Board of Managers Public Hearing on Budget*	**September 3, 2009**	**Thursday**	**6:30 p.m.**	**Granger**	**Public Hearing #2**
TCHD Board of Managers Adoption of the Budget*	**September 10, 2009**	**Thursday**	**5:30 p.m.**	**Granger**	**Related to the Budget.**
TCHD Board of Managers Meetings	September 24, 2009	Thursday	5:30 p.m.	Granger	Regularly scheduled Board meeting
TCHD Board of Managers Work Session Meetings*	**October 8, 2009**	**Thursday**	**5:30 p.m.**	**Cesar Chavez**	**Related to District operations.**
TCHD Board of Managers Meetings	October 22, 2009	Thursday	5:30 p.m.	Granger	Regularly scheduled Board meeting
TCHD Board of Managers Meetings	November 12, 2009	Thursday	5:30 p.m.	Granger	Regularly scheduled Board meeting
TCHD Board of Managers Meetings	December 17, 2009	Thursday	11 a.m.	Cesar Chavez	**Scheduled for this day because the 4th Thursday is a holiday.**

***All items in bold are Board of Managers Meetings that are not on the 4th Thursday of the month. Please note times and locations will be confirmed prior to meeting dates.**

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
December 18, 2008

Agenda Item C11

Appoint an *ad hoc* Nominations Committee composed of Bobbie Barker, Clarke Heidrick, and Frank Rodriguez to nominate Travis County Healthcare District Board of Managers officers.
(Back-Up – Memo)

Travis County Attorney's Office

Memo

To: Travis County Healthcare District Board of Managers

cc: Patricia A. Young Brown

From: Stacy E. Wilson

Date: December 10, 2008

Re: Agenda Item C11: Appoint an *ad hoc* Nominations Committee composed of Bobbie Barker, Clarke Heidrick, and Frank Rodriguez to nominate Travis County Healthcare District Board of Managers officers

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Background

Section 6.6.2 of the Travis County Healthcare District Board of Managers Bylaws provides that nominations for Chairperson, any Chairperson-Elect, Vice-Chairperson, Treasurer, and any other position that requires election or appointment (the office of Secretary is appointed) may be made from the floor by Board members at a regular meeting of the Board or by special committee established for the purpose of making nominations. That section further provides that any special committee established for the purpose of making nominations for Board officers must have as committee members at least one City-appointed and one County-appointed Board member.

If the Board of Managers adopts the proposed amendments to the Bylaws, the election and appointment of Board officers will occur in January 2009. In order to facilitate the election of officers, staff is recommending that the Chairperson appoint an *ad hoc* Nominations Committee composed of Bobbie Barker, Clarke Heidrick, and Frank Rodriguez, who fulfill the Bylaws requirements, to develop nominations for consideration by the Board at its January meeting. An *ad hoc* Nominations Committee, comprised of these same Board members and Tom Young, was appointed to develop a slate of nominations for the last Board officer election and appointment.

Recommendation

Staff recommends that the Chairperson appoint and the Board approve the appointment of Bobbie Barker, Clarke Heidrick, and Frank Rodriguez to an *ad hoc* Nominations Committee to develop a slate of nominees for the Board officers to be considered by the Board, assuming approval of the proposed changes to the Bylaws, in January 2009.

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
December 18, 2008

****Back-up has been added to this item.****

Agenda Item 1

Discuss and take appropriate action regarding the purchase of property and the North Central Community Health Center.
(Executive Session Item)

Community Support

RESOLUTION SUPPORTING

Travis County Healthcare District and the North Central Community Health Center

Whereas, the Travis County Healthcare District (TCHCD) was created by the Texas Legislature in 2004,

Whereas, the Travis County Healthcare District was overwhelmingly approved by Travis County voters in 2004,

Whereas, the Travis County Healthcare District was created for the purpose of providing medical care to eligible residents of Travis County,

Whereas, the Travis County Healthcare District funds the medical services provided by the Austin/Travis County Community Health Centers (CHC) at 14 sites managed by the CHC,

Whereas, Austin/Travis County Community Health Centers (CHC) provide primary medical care to over 50,000 Travis County residents on an annual bases,

Whereas, the Community Health Center System is a Federally Qualified Health Center, receiving quality reviews,

Whereas, Primary Care, Maternity and Women's Health, Pediatrics, Chronic Care Disease Management and Diagnostic Services are all services provided, in addition to Dental, Behavioral Health Counseling, Medication and Nutritional Services,

Whereas, the patients served are mostly women and children, 69% women and 41% children; and 51% are adults between the ages of 18-54; and 8% are 55 years and older,

Whereas, meeting eligibility criteria for services is required,

Whereas, the North Central CHC is a replacement site to accommodate the growing demand for services in North Central Austin,

Whereas, the North Central CHC site meets the compatibility standards of the City of Austin and is proposed as an extension of the existing neighborhood;

NOW THEREFORE BE IT RESOLVED that the Network of Asian American Organizations hereby supports the Travis County Healthcare District and the Community Health Centers and the North Central Community Health Center at the proposed location.

Approved on September 24, 2008

(Name of Officer/Authorized Officer)

PHIL HOANG
NAAC President

Austin Travis County
Mental Health Mental Retardation Center

October 21, 2008

Travis County Healthcare District
1111 East Cesar Chavez Street, Suite B
Austin, TX 78702

Dear Travis County Healthcare District Board:

This letter is written in support for the new North Central Community Health Center and the chosen site of 12100 West Braker Lane. I believe that this location is ideally suited to serve community health care needs and our interest in particular in the accessible location for integrated behavioral health.

My understanding is the new health care facility will be built from the ground up and will serve as a state of art medical building designed to specifically meet the needs of a growing and diverse community. This new facility will bring services needed in our community.

ATCMHMR is a strategic partner with you in medication, hospitalization and integrated behavioral health and I strongly support this development.

This facility and its proposed use will work to improve the quality of life and access to health care for many citizens in Austin and Travis County.

Your consideration is greatly appreciated.

Sincerely,

David Evans
Executive Director

xc Mildred Vuris

book

Launching children into a world of reading

BOARD RESOLUTION SUPPORTING

Travis County Healthcare District and the North Central Community Health Center

Whereas, the Travis County Healthcare District (TCHCD) was created by the Texas Legislature in 2004,

Whereas, the Travis County Healthcare District was overwhelmingly approved by Travis County voters in 2004,

Whereas, the Travis County Healthcare District was created for the purpose of providing medical care to eligible residents of Travis County,

Whereas, the Travis County Healthcare District funds the medical services provided by the Austin/Travis County Community Health Centers (CHC) at 14 sites managed by the CHC,

Whereas, Austin/Travis County Community Health Centers (CHC) provide primary medical care to over 50,000 Travis County residents on an annual basis,

Whereas, the Community Health Center System is a Federally Qualified Health Center, receiving quality reviews,

Whereas, Primary Care, Maternity and Women's Health, Pediatrics which includes the Reach Out and Read – one of the literacy promotion programs supported by BookSpring, Chronic Care Disease Management and Diagnostic Services are all services provided, in addition to Dental, Behavioral Health Counseling, Medication and Nutritional Services,

Whereas, the patients served are mostly women and children, 69% women and 41% children; and 51% are adults between the ages of 18-54; and 8% are 55 years and older,

Whereas, meeting eligibility criteria for services is required,

Whereas, the North Central CHC is a replacement site to accommodate the growing demand for services in North Central Austin and will include Reach Out and Read,

Whereas, the North Central CHC site meets the compatibility standards of the City of Austin and is proposed as an extension of the existing neighborhood;

NOW THEREFORE BE IT RESOLVED that BookSpring hereby supports the Travis County Healthcare District and the Community Health Centers and the North Central Community Health Center at the proposed location.

Approved on Oct. 15, 2008 Michele Walker-Moak

(Name of Officer/Authorized Officer)

"To help the most vulnerable have access to high quality health care and prevention education"

2008
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Medical Director

Jody Hopkins, LCSW, ACSW
Executive Director

Dear Travis County Healthcare District Board Member,

It is with great enthusiasm that I write this letter of support for the new North Central Community Health Center and the chosen site of 12100 West Braker Lane.

I believe that this location is ideally suited to serve community health care needs. This new facility will bring services needed in our community given that 60% of current patients being served at the Northeast Austin Health Center live within four miles of this new site. This facility and its proposed use will work to improve the quality of life and access to health care for many citizens in Austin and Travis County.

Volunteer Healthcare Clinic (VHC) has worked with the MAP/CHC system for many years to help patients access the type of care they need. VHC is a volunteer based clinic with limited resources. When we work with patients who need more extensive care than we can provide, we refer them to the MAP/CHC program. Without this resource these patients would simply go without needed healthcare.

Together, our agencies create a safety net of care for uninsured, working poor in Austin. It is critical that we maintain this resource of affordable, comprehensive healthcare services.

Sincerely,

Jody Hopkins

Jody Hopkins
Executive Director

a Partner Agency of United Way
United Way Capital Area

4215 Medical Parkway • Austin, Texas 78756
Phone (512) 459-6002 • Fax (512) 459-3002 • www.volclinic.org

ICare

October 21, 2008

Dear Travis County Healthcare District Board Member:

This letter is to express support from the ICC member organizations for the District"s efforts to expand access to care in the north central area of Travis County. As you know, the ICC is a collaboration of the safety net providers in Travis, Williamson, and Hays counties. These organizations are responsible for serving uninsured and underinsured individuals and understand the need for expanded capacity in our community.

The ICC publishes reports from time to time regarding the need for healthcare services in our community, using ICare emergency room and other data related to uninsured individuals' use of healthcare services. These reports support the need for services in this area of the community. *See www.icc-centex.org, Library.*

The District's efforts to expand access to care will improve the quality of life and access to health care for many citizens in Austin and Travis County.

Your consideration is greatly appreciated.

Sincerely,

Ann Kitchen
ICC Executive Director
akitchen@icc-centex.org

Lone Star Circle of Care

1500 West University Avenue, Suite 103 | Georgetown, Texas 78628
Phone: 512.868.1124 | Fax: 512.868.9894 | www.lsccctx.org

Dear Travis County Healthcare District Board Member:

It is with great interest that I write this letter of support for the new North Central Community Health Center and the chosen site of 12100 West Braker Lane. I believe that this location is ideally suited to serve community health care needs.

The new health care facility will be built from the ground up and will serve as a state of art medical building designed to specifically meet the needs of a growing and diverse community. This new facility will bring services needed in our community given that 60% of current patients being served at the Northeast Austin Health Center live within four miles of this new site.

Lone Star Circle of Care works closely in collaboration with Austin/Travis County Community Health Centers and provides similar health services in its clinics across Williamson County. We are committed to the maintenance and expansion of a viable and responsive long-term primary care safety net for the communities we serve.

This facility and its proposed use will work to improve the quality of life and access to health care for many citizens in Austin and Travis County.

Your consideration is greatly appreciated.

Sincerely,

Carl D. Angel

October 21, 2008

Travis County Healthcare District
1111 East Cesar Chavez St., Suite B
Austin, Texas 78702

Re: Letter of Support for TCHD North Central Community Health Center Expansion

Dear Travis County Healthcare District Board Member:

It is with great interest that I write this letter of support for the new North Central Community Health Center and the chosen site of 12100 West Braker Lane. I believe that this location is ideally suited to serve community health care needs.

The new health care facility will be built from the ground up and will serve as a state of art medical building designed to specifically meet the needs of a growing and diverse community. This new facility will bring services needed in our community given that 60% of current patients being served at the Northeast Austin Health Center live within four miles of this new site.

Strengthening the healthcare safety net is a critical priority for our community and UTMB Austin is partnering with TCHD in this effort. This clinic will play a critical role in allowing the Travis County Healthcare District to expand services to its patient population and by so doing, TCHD will make an important contribution to the region's healthcare safety net capacity. UTMB Austin applauds TCHD for taking a leadership role in this area.

This facility and its proposed use will work to improve the quality of life and access to health care for many citizens in Austin and Travis County.

Your consideration is greatly appreciated.

Sincerely,

T. Samuel Shomaker
Dean, Austin Programs

CTMC

MEDICAL CENTER

October 21, 2008

Dear Travis County Healthcare District Board Member:

We are writing to express our support for the new North Central Community Health Center and the chosen site of 12100 West Braker Lane. I believe that this location is ideally suited to serve community health care needs.

The new health care facility will be built from the ground up and will serve as a state of the art medical building designed to specifically meet the needs of a growing and diverse community. As a member of the Indigent Care Collaboration we understand that this new facility will bring services needed in the Austin community and that 60% of current patients being served at the Northeast Austin Health Center live within four miles of this new site.

As the owner/operator of an Acute Care Hospital Facility we understand first hand the inappropriate use of the emergency rooms that occur when underserved populations cannot gain access to needed primary care services.

This facility and its proposed use will work to improve the quality of life and access to health care for many citizens in Austin and Travis County and should help relieve some of the overcrowding and inappropriate utilization of area emergency rooms

Your consideration is greatly appreciated.

Sincerely,

Gary L. Jepson
President/CEO

St David's HealthCare

Mark W. Clayton, FACHE
SVP, Strategic Planning & Development

October 22, 2008

Dear Travis County Healthcare District Board Member:

It is with great interest that I write this letter of support for the new North Central Community Health Center and the chosen site of 12100 West Braker Lane. I believe that this location is ideally suited to serve community health care needs.

The new health care facility will be built from the ground up and will serve as a state of art medical building designed to specifically meet the needs of a diverse community. This new facility will bring services needed in our community given that 60% of current patients being served at the Northeast Austin Health Center live within four miles of this new site.

This facility and its proposed use will work to improve the quality of life and access to health care for many citizens in Austin and Travis County.

Your consideration is greatly appreciated.

Sincerely,

Mark Clayton
Senior Vice President
Strategic Planning & Development

MC/lmp

98 San Jacinto Blvd.
Suite 1800
Austin, Texas 78701
Tel. 512.482.4140
Fax. 512.482.4126
www.stdavids.com

Seton Family of Hospitals

November 6, 2008

Mr. Carl S. Richie, Jr.
Chairperson
Travis County Healthcare District Board of Managers
1111 East Cesar Chavez Street, Suite B
Austin, Texas 78702

Re: North Central Community Health Center

Dear Carl:

The process to identify a location to build a replacement site for the Northeast Austin Health Center has been difficult, as health care advocates and neighborhood leaders provide you with their legitimate concerns and priorities related to this very important decision. The Seton Family of Hospitals wishes to express its support for the District's choice of a site in northeast Austin at 12100 West Braker Lane. Given that 60% of current Community Health Center patients being served at the Northeast Center live within four miles of the Braker site, that site appears to be an excellent choice.

As we strive to improve the overall health of our community, one cannot overstate the importance of a state of art medical building specifically designed to meet the primary care, disease management, diagnostic services, dental and behavioral health counseling needs of our growing and diverse Travis County population.

The North Central Community Health Center will help the Healthcare District fulfill its mission to "promote the health and wellness of the residents of our community, especially the uninsured and underinsured..." A mission that the Seton Family of Hospitals supports and applauds.

Sincerely,

Jesus Garza
Executive VP/COO, Seton Family of Hospitals
President/CEO, University Medical Center at Brackenridge Hospital

cc: Patricia A. Young, CPA
President/CEO, Travis County Healthcare District

NACA GENERAL MEETING
Thursday August 21, 2008
Little Walnut Creek Library
835 W. Rundberg Lane

Introductions:

The meeting was called to order by Anthony Williams at 7:00pm

Announcements

The June meeting minutes were distributed. A motion was made and seconded to approve the minutes.

There was an open floor discussion on the proposed North Austin Community Health Center. Anthony apologized for the column he wrote on the Health Center in the August newsletter.

Larry Wallace, Christie Garby and Trish Young spoke on behalf of the Health Center. They addressed several issues.

First, the district collects funds to provide health services for those who have difficulty accessing health care. They serve Medicaid or Medicare eligible patients. General healthcare services are provided.

An origination study concluded that 60% of the patients going to the Ed Bluestein site were from this North Austin area. The Braker lane site was determined as the best available lot.

Currently the property is zoned as NO (neighborhood office) in which buildings cannot exceed 35 feet in height. They would like the zoning changed to LO or Limited Office which does not differ from that much from NO.

Linda Messier spoke against the project. She is with the Gracy Woods Neighborhood Association.

She would like to see the process restarted since neighbors were not contacted. Issues not addressed concerning services provided and possibility of other clinics available. There are concerns about pedestrian traffic. This property will be tax exempt if the Health District secures the property. She claims the demographics have been skewed by zip code.

Traffic and location for trash pickup were also concerns.

The zoning is going to case on Sept 16th with the Planning Commission.

A traffic study is being commissioned by the Travis County Health Center. They do not think that they will reach 2000 trips every day.

A vote was taken among the current paid NACA members. 16 votes were cast in favor of the health center, 13 against.

Linda stated we need help in contacting advertisers for the NACA newsletter. If you are interested, please contact lmoore@ameliabullock.com

Brian Almon also discussed some incomplete action items in the NACA Neighborhood Plan. A survey was distributed to determine what are the high priority issues with the plan.

The newsletter drive was deemed as successful. Brian LaCour stated the response was enormous. We raised over 700 in new memberships and donations. We will now will be able to print and distribute four newsletters that we would have not previously been able to.

There was discussion about a "boarding house" located at Galewood Lane. This location must be licensed to be able to do so. They are collecting rent and do not have the appropriate permits.

Meeting: Code Enforcement; Speaker, Steve Ramirez with COA Code Enforcement

It has been three years since the reorganization of the Code Enforcement Department. He discussed various types of code enforcement.

Property abatement infractions include trash brush piles illegal dumping. Dial 311 when you report a violation. First offense is a warning notice. Second offense is fines up to 2k. If owners do not comply, contractors will be hired by the city to clean up the mess. If owner does not pay, a lien can be levied on their property.

Zoning enforcement violations include operating a business out of a home including adult businesses. You can't have a structure within 5 feet of your fence. You can't have a fence over 6 feet without a permit. You can't have signs placed on the right of way.

Dangerous house and buildings include vacant structures with structural deterioration,

Abandoned and junk vehicles are removed by the Austin Police Department.

Officer Mike Young stated to you may contact Kay Vargas at 974-5722 to help expedite enforcement of a repeat offender. Call 311 first. Mike stated that a car must be inoperable before it can be seized as a violation from the parking

violation. If the tires are flat, missing a steering wheel or used for storage then it can be seized for violation.

There has been some debate over code violations and the property rights of the individual.

If a building is abandoned, the case goes before the Building Standards Committee to determine if that structure can be salvaged or if it needs to be demolished.

Francis Hargrove is the manager of the 311 staff. There was some concern about the knowledge of the 311 staff as to who is responsible for reconciling the complaint. 974-8119 is the number to contact the abandoned vehicles unit. Anthony suggested that we contact our City Council people to raise the fine on the parking ordinance from $25.

The meeting was adjourned at 8:40pm.

Garbe, Christie

From: [redacted]
Sent: Thursday, October 23, 2008 4:22 PM
To: Young, Trish
Cc: Garbe, Christie; McKinnon, Mike
Subject: Fw: [BAGAtx] Travis County Healthcare District Needs Your Support
Attachments: PETITION IN SUPPORT OF THE PROPOSED NORTH CENTRAL COMMUNITY HEALTH CENTER final.doc; SAMPLE LETTER FOR SUPPORTER OF THE NC CHC final101408.doc; SAMPLE LETTER FOR SUPPORTER OF THE NC CHC final.doc

Hi Trish,

I hope you are well. I have forwarded this email to our community. I will be collecting signautres at a concert tomorrow. In addition, I am also forwarding this to the Indian Community and members of the Austin Asian American Chamber of Commerce.

Let me know if there is anything else I can do to help.

~Rashed

----- Forwarded Message ----
From: [redacted]
To: [redacted]
Cc: [redacted]
Sent: Thursday, October 23, 2008 12:18:33 PM
Subject: [BAGAtx] Travis County Healthcare District Needs Your Support

Dear Bangladeshi Community Members,

Healthcare is one of the major issues in most of our lives and specially during these difficult economic conditions. We are not always fortunate to find affordable healthcare for our families. Insurance coverage is rising everyday and when the doctor bills keep coming after an unexpected illness, the issue of affordable healthcare hits home pretty hard. As for our community, this issue has even more implications as we routinely have our parents visiting us. We take our good health for granted most of the times but it is a big relief to know that healthcare is available when we need it. As you know, BAGA organized a Community Services Day last year where physicians of our community provided valuable information about these community based healthcare programs. Below is the link to those programs:

http://www.bagatx. org/CommunitySer vices.html

RECENT ACTIVITY
New Members 1
Visit Your Group

Yahoo! Finance
It's Now Personal
Guides, news,
advice & more.

All-Bran
10 Day Challenge
Join the club and
feel the benefits.

Check out the
Y! Groups blog
Stay up to speed
on all things Groups!

Garbe, Christie

From: Starkey, Serena
Sent: Monday, July 07, 2008 10:26 AM
To: Froehlich, Leslee; Garbe, Christie; Wallace, Larry; Vliet, David
Cc: Gilliam, Nancy; McKinnon, Mike
Subject: IMPORTANT FW: TCHD Clinic The Pro Clinic Team

Importance: High

Can someone please call/respond to Mr. Thornton as soon as possible? We should meet with him ASAP to discuss strategies for building our alliances.

-----Original Message-----
From: [redacted]
Sent: Monday, July 07, 2008 8:00 AM
To: Starkey, Serena
Subject: TCHD Clinic The Pro Clinic Team

Sarena,

My name is Charles Thornton and I live at 11800 Oakwood Dr in the Walnut Creek Neighborhood.

I would first like to inform you that there is a "Pro Clinic" contingency. I began last night collecting signatures to present to the Walnut Creek Neighborhood Association board when they meet this evening. I would like you to know that Travis County does have support for the new health clinic and this positive support WILL not be silenced.

If you would be so kind as to keep me informed of any meetings that you need pro support at I will rally the troops and get them there. Please feel free to contact me via email or at my below listed phone number.

Sincerely

Charles F Thornton
[redacted]

Garbe, Christie

From: Starkey, Serena
Sent: Wednesday, July 09, 2008 3:32 PM
To: Garbe, Christie; Wallace, Larry
Cc: 'Debbie Cobalis'; Gilliam, Nancy; McKinnon, Mike; Vliet, David; Froehlich, Leslee
Subject: FYI - the e-mail we discussed earlier from Mr. Thornton

-----Original Message-----
From: [redacted]
Sent: Monday, July 07, 2008 10:15 PM
To: Starkey, Serena
Subject: Pro Clinic Coalition

Serena,

I just wanted to keep you informed of some developments. My partner David Siegel with the Walnut Creek Neighborhood Association Board meeting this evening to present the Pro Clinic Coalition's petition. Here is a copy of his notes that I sent out to my team this evening.

Charles

****
*

Neighbors:
Tonight (7/7/08) was the WCNA board meeting at Ross', and there was discussion of the Travis County Health District's proposal and our neighboring neighborhoods (Gracywoods, North Park Estates) opposition to the clinic & rezoning. I presented our small petition of 16 people that were willing to stand up and say "I am not opposed to the TCHD expansion for Braker Lane at Parkfield. Further I do not support the opposition of this project that is being put forth by the WCNA Board". This statement was on the informal petition we circulated.

The results of the meeting were:
- The WCNA Board is now aware that there are neighbors that would support placement of a clinic there.
- The WCNA Board will support Gracywoods and Northpark Estates only in asking for a postponement of the zoning issue before Austin City Council.
- The WCNA Board will make a decision on whether to support or deny the zoning request change when more information is gathered from the community.
- The WCNA Board will consider organizing a neighborhood meeting to discuss this issue with WCNA neighbors in an open forum.

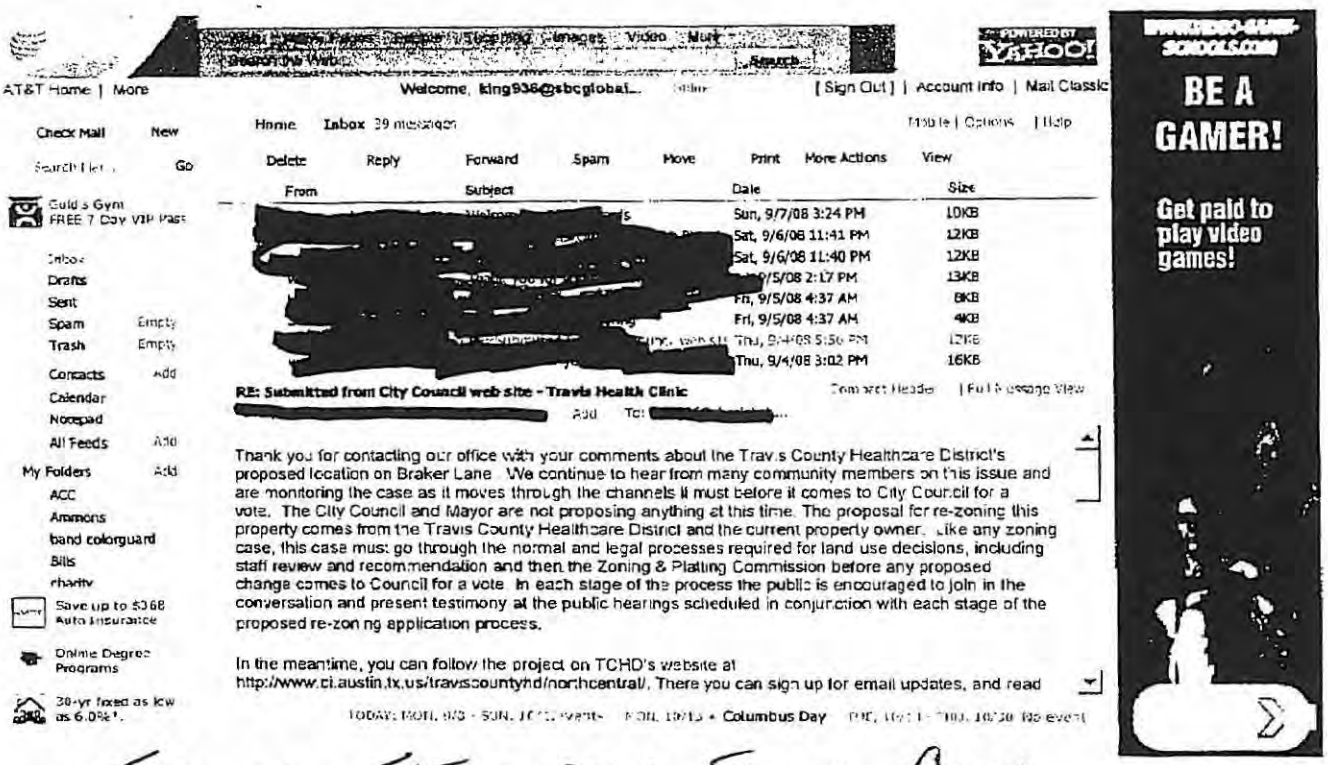
Discussion:
There was, as you can imagine, spirited and passionate discussion about this, with many on the board feeling that the TCHD did not do enough research on possible locations, and that this came on rather suddenly for all the neighborhoods. The people that were at the meetings with TCHD, Bunnie Twidwell, Jill Leberknight, and Sara Breuer did bring up the fact that this is the first time this county board has had the opportunity to build a new building, rather than occupy some existing space, and that the perception of our WCNA reps was that the TCHD board spent only 20 minutes in total presenting to the county commissioners before the purchase decision was made. Bunnie remarked that our commissioner, Sara Eckhart, was still getting educated about the issues surrounding the clinic. Jill and Brad both commented that they have concerns that current patients of the clinic on Ed Bluestein would continue to have long commutes via bus or taxi to the new location.
Jill commented on the use of demographics from 2004, that don't show recent growth. All board members generally agree that they expected more from the county for a financial

decision of this scale, and are generally sympathetic to our neighbors in Gracywoods and Northpark Estates, as well as to those that would use the clinic.

My Personal Perception:
I think that the board members are generally well intentioned, and were not aware that their tone in email discussion would be interpreted as being cruel and reactionary. They're all very sensitive to issues surrounding public health and welfare of our greater community, but I feel they're looking for a tactical (short-term) solution for the community as it stands today, and missing the more strategic goals that perhaps the TCHD hasn't very clearly presented and articulated to anyone in their solution proposal for Braker/Parkfield. Our goal was to give guidance to the WCNA Board to get more input from the neighbors, and the WCNA Board will now give guidance to the neighbors and to TCHD that they will in turn also need more information in order to gain more of our trust.
Given the information that the County has provided on their website, along with my personal interpretation of what's happening in this community and economy as it grows, I still don't think the Braker/Parkfield location is a bad one for a community health clinic.

Open Issue:
The Gracywoods petition (http://spreadsheets.google.com/pub?key=pTmK8QfeS9Uv_U6KXi3chNg) still shows WCNA as not supporting the zoning change. This petition was created prior to the WCNA Board having community input and understanding the complexity of the issue. With the outcomes of this meeting, the board will make efforts to clarify the extent of WCNA's support by recommending postponement for further study.

David Siegel



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Welcome, king938@sbcglobal... [Sign Out] | Account Info | Mail Classic

Check Mail New

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band colorguard
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charity

Save up to $368 Auto Insurance

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Home Inbox 39 messages

Delete Reply Forward Spam Move Print More Actions View

From	Subject	Date	Size
[redacted]		Sun, 9/7/08 3:24 PM	10KB
		Sat, 9/6/08 11:41 PM	12KB
		Sat, 9/6/08 11:40 PM	12KB
		9/5/08 2:17 PM	13KB
		Fri, 9/5/08 4:37 AM	8KB
		Fri, 9/5/08 4:37 AM	4KB
		Thu, 9/4/08 5:56 PM	12KB
		Thu, 9/4/08 3:02 PM	16KB

RE: Submitted from City Council web site - Travis Health Clinic

Thank you for contacting our office with your comments about the Travis County Healthcare District's proposed location on Braker Lane. We continue to hear from many community members on this issue and are monitoring the case as it moves through the channels it must before it comes to City Council for a vote. The City Council and Mayor are not proposing anything at this time. The proposal for re-zoning this property comes from the Travis County Healthcare District and the current property owner. Like any zoning case, this case must go through the normal and legal processes required for land use decisions, including staff review and recommendation and then the Zoning & Platting Commission before any proposed change comes to Council for a vote. In each stage of the process the public is encouraged to join in the conversation and present testimony at the public hearings scheduled in conjunction with each stage of the proposed re-zoning application process.

In the meantime, you can follow the project on TCHD's website at http://www.ci.austin.tx.us/travisscountyhd/northcentral/. There you can sign up for email updates, and read

TODAY: MON, 9/8 - SUN, 10/12 events - MON, 10/13 - Columbus Day

BE A GAMER!
Get paid to play video games!

THIS IS THE INPUT FROM CITY COUNCIL. THERE IS COMMUNITY INPUT.

A SMALLER LOCATION WOULD ONLY INCREASE THE PATIENT FLOW AND OVERLOAD THE CLINIC.

THE PROCESS IS NOT "BROKEN"! IT IS BEING DEALT WITH ETHICALLY.

I BELIEVE THE LETTER AND PETITION SHOULD GIVE OUR NEIGHBORS A FAIR CHOICE TO SAY "YES" OR "NO".

IT IS BIAS AND UNFAIR, JUST AS THE CLAIM THEY MAKE AGAINST TCHD.

KEEP ME ANONYMOUS, I HAVE TO LIVE HERE.

North Central Community Health Center Supporters

Name	Affiliation	E-mail	Phone	Source	Staff Cor Details	Contac
Charles Thornton	Walnut Creek Neighborhood	cthornton@austin.rr.com	350-6961	E-mail		8/27 ca
Anthony Chapple	Walnut Creek Neighborhood	antchapple@hotmail.com		C. Thornton passed on the name		8/27 ca
David Seigel	Walnut Creek Neighborhood	djsiegel@pobox.com	659-8984	E-mail		8/27 ca
Robert Baker	Husband of Angela Baker		Home: 836-6600,			8/27 ca
Angela Baker	St. Albert's Church Social Justice team		Home: 836-6600, Cell: 297-5149			8/27 ca
Dr. Linda Cranell	Faithbased Org. & HCH Optometrist	lmcrannell@austin.rr.com		HCH Optometrist		8/27 ca
Quynh Pham	Vietnamese American Community of Austin, Texas, Social Service Chair	qpham@vacat.org	826-7912	Asian Asociation Meeting		8/27 ca
Jimmy Castro	Milwood Neighborhood	jimmycastro@hotmail.com	(W) 467-5953 (H) 835-0228	E-mailed	Works for Tx	8/27 ca
Rebecca Mcilwain	Faithbased mtg.	mcilwain@prodigy.com	413-2302	Faithbased mtg. attendee		8/27 ca
Tom Windberg	Faithbased mtg.	tjwindberg@hotmail.com		" "		8/27 ca
Briana Mohan	Austin Interfaith Organizer			" "		
Jackie Cordy	St. Catherine of Sienna			" "		
Patty Saragusa	St. Thomas Moore	patty@saragusa.com		" "		8/27 ca
Terry Schiurring	Faithbased mtg.	terry.schiurring@stcatherine-austin.org		" "		8/27 ca
Janna Zumbrun	Community meeting	jzumbrun@earthlink.net				8/27 ca
Ruth Davis	Gracy Woods Neighborhood Assn.	ruth@twobytwobodyworks.co	854-4363	Expressed support in an email to NCCHC mailbox	DC Works in Gra	Email s
Network of Asian American Organizations NAAO		Phl Hoang, President, phil.hg@gmail.com		Expression of Asian organizations		Octobe
Donna Sundstrom	WIC	donna.sundstrom@ci.austin.tx.us				8/27 cal
Mindy Gomillion	RIF & ROR	mindy.gomillion@bookspring.	472-1791	Healthcare partner		8/27 cal

Community Opposition

ALERT

The Northeast Health Center at 7112 Ed Bluestein (Springdale Shopping Center) will be closing.

The Travis County Health District (TCHD) plans on closing this clinic. They have **not** told you or their patients properly. Your clinic will be replaced by a new health complex to be built at 1210 West Braker Lane, 8 miles away.

Speak up! Say NO!

- The new healthcare complex is **not** in the best location to serve the citizens of Northeast Austin or of North Central Austin.

- The neighborhood associations near Braker Lane **oppose** changing the current zoning of 1210 West Braker to accommodate the 50,000 square foot building. The site's current zoning is "Neighborhood office" (NO). This is an appropriate zoning for this site and the adjacent neighborhoods.

- **The process is broken!** TCHD has not included community input in the decision to close your clinic, and is not including the community in the site selection process of a new healthcare center.

Speak out on this important community issue.

Did you know: The Health district plans on spending **$18 million dollars** on the new complex? *Why not keep the Northeast clinic and build a smaller centrally located neighborhood clinic.*

Speak Up!

Call your Travis County Commissioner, Precinct 1, Ron Davis, 512-**854-9111**

Call the City Council, today and everyday until we get heard!

Brewster McCracken: **974-2256**
brewster.mcracken@ci.austin.tx.us

Sheryl Cole: **974-2266**
sheryl.cole@ci.austin.tx.us

Laura Morrison: **974-2258**
laura.morrison@ci.austin.tx.us

Lee Leffingwell: **974-2260**
lee.leffingwell@ci.austin.tx.us

Randi Shade: **974-2255**
randi.shade@ci.austin.tx.us

Mike Martinez: **974-2264**
mike.martinez@ci.austin.tx.us

Call soon. Be Heard!

The City Council will vote on this case soon. Call today and everyday up to September 16th. Voice your opinions.

Subject: TCHD Clinic
Date: Thursday, December 4, 2008 7:53 PM
From: [redacted]
To: Community Care Services Department <NorthcentralCHC@traviscountyhd.org>
Conversation: TCHD Clinic

We've seen your data, and it is utter bullshit. Your "facts" are completely skewed to support your position, so please don't insult our intelligence by pretending to give a shit. You have rammed this down our throats from the start, without giving us any input. So please, build your poorly planned clinic in our neighborhood. It not like any of us are even eligible to use it. You see, people that have jobs, and can afford homes in the 200k range will not benefit from this at all. Free clinic down the street from Neiman Marcus? That makes sense.

Go fuck yourselves!
Taylor

Subject: [Released] Re: Update on North Central CHC - No zoning hearing tonight
Date: Tuesday, November 4, 2008 11:36 AM
From: [redacted]
To: Community Care Services Department <NorthcentralCHC@traviscountyhd.org>
Conversation: [Released] Re: Update on North Central CHC - No zoning hearing tonight

Thanks for fucking up our Neighborhood!

Using bogus data to get your agenda pushed through is utterly disgusting.

On Tue, Nov 4, 2008 at 11:10 AM, Community Care Services Department <NorthcentralCHC@traviscountyhd.org> wrote:

<http://click.icptrack.com/icp/relay.php?r=6966835&msgid=114538&act=L3XB&c=158166&admin=0&destination=http%3A%2F%2Ffiles.icontact.com%2F00%2F15%2F81%2F00158166%2Fecc766ce43733044089596b3d166cf3b.jpg>

In an effort to continue our commitment to ongoing communications and updates on this project, we are providing you with information regarding the status of our planning and development efforts for the North Central Community Health Center. The need for expanded healthcare services in north central and northeastern Travis County is well established. We believe that moving forward on this project is in the best interest of providing those needed healthcare services. We have completed the necessary real estate evaluations of the 1210 West Braker Lane property and all data received to-date indicates that this property

Subject: FW: FYI - FW: Braker Ln. Healthcare district
Date: Tuesday, December 9, 2008 9:12 AM
From: Larry Wallace <larry.wallace@traviscountyhd.org>
To: Mike McKinnon <mike.mckinnon@traviscountyhd.org>
Conversation: FYI - FW: Braker Ln. Healthcare district

-----Original Message-----
From: Starkey, Serena
Sent: Thursday, August 07, 2008 2:30 PM
To: McKinnon, Mike; Wallace, Larry; Garbe, Christie
Subject: FYI - FW: Braker Ln. Healthcare district

-----Original Message-----
From: [redacted]
Sent: Thursday, August 07, 2008 1:45 PM
To: Starkey, Serena
Cc: [redacted]
Subject: Braker Ln. Healthcare district

Please don't put this healthcare clinic in our neighborhood. We have worked so hard over the past 10 yrs to get it where it is today and putting this clinic in would be a deathblow to our neighborhood. I drove around the area where the healthcare district is currently located and would hate to see our neighborhood turn into the neighborhood surrounding the current healthcare district.
Thank you,
Jeff McComas
11617 Tallow field Way
Austin, TX

Subject: Clinic on Braker Lane
Date: Tuesday, November 4, 2008 8:28 PM
From: [redacted]
To: <NorthcentralCHC@traviscountyhd.org>
Conversation: Clinic on Braker Lane

To Whom It May Concern,

I am writing to express my utter shock and disgust at the Travis County Healthcare District's decision to withdraw its rezoning request and cancel its zoning hearing scheduled for today, November 4. Having bypassed local community input before purchasing the tract, this hearing would have provided a valuable opportunity for the community to give its input in a formal setting. Instead, you have proven your complete disregard for community participation and input. This insular, holier-than-thou attitude cannot stand. You must resubmit your zoning application and allow the hearing to proceed.

As "representatives," you should be absolutely ashamed of yourselves.

Erin McClelland

Subject: [Released] Re: Update on North Central CHC - No zoning hearing tonight
Date: Tuesday, November 4, 2008 4:41 PM
From: [redacted]
Reply-To: [redacted]
To: Community Care Services Department <NorthcentralCHC@traviscountyhd.org>
Conversation: [Released] Re: Update on North Central CHC - No zoning hearing tonight

Well bless your hearts. Your got in thru the back door.

--- On **Tue, 11/4/08, Community Care Services Department <NorthcentralCHC@traviscountyhd.org>** wrote:
From: Community Care Services Department <NorthcentralCHC@traviscountyhd.org>
Subject: Update on North Central CHC - No zoning hearing tonight
To: [redacted]
Date: Tuesday, November 4, 2008, 11:10 AM

<http://click.icptrack.com/icp/relay.php?r=7012919&msgid=114538&act=81SH&c=158166&admin=0&destination=http%3A%2F%2Ffiles.icontact.com%2F00%2F15%2F81%2F00158166%2Fecc766ce43733044089596b3d166cf3b.jpg>

North Central Community Health Center

In an effort to continue our commitment to ongoing communications and updates on this project, we are providing you with information regarding the status of our planning and development efforts for the North Central Community Health Center.
The need for expanded healthcare services in north central and northeastern Travis County is well established. We believe that moving forward on this project is in the best interest of providing those needed healthcare services. We have completed the necessary real estate evaluations of the 1210 West Braker Lane property and all data received to-date indicates that this property meets the requirements for a health center location.

Hi Gracywoods forum:

I'm an attorney for the **Travis County Healthcare District** and want to introduce the District's associate administrator Larry Wallace. Larry and I are the "point persons" on this health center improvement planned for 1210 West Braker Lane as announced in the Statesman today. The Healthcare District is a local government entity much like a school district created a few years ago to provide healthcare to Travis County residents. You may recognize it on your yearly property tax bill. It belongs to you and is a service organization for us all.

Please let Larry Wallace and me know any of your questions or concerns about this facility and its plans.

W believe you will find the health center will be an asset to your community and look forward to being your neighbor.

Gary Duncan Martin

Title: **Re: Travis health district clinic next to Shell gas station on Braker Lane**
Post by: **Anita** on **Jun 07 '08, 07:24:21 PM**

As a resident who has lived in this area for fifteen years, I see several red flags with this facility that I would like to see addressed before the city starts re-zoning the property.

First, the Braker/Lamar and Braker/Metric area all ready has very heavy traffic and the Metro stations that will be coming in to our area for the two proposed Metro Rail lines are going to add to the problems. Now we are putting in a health clinic too?

Second, am I the only one who thinks a facility like this should not be right next door to a place with a liquour license (a liqour license that City of Austin neighborhood planning illegally forced down our community's throat, I might add).

Third, there are residents whose houses back right up to this property. Won't having a facility in their backyards affect property values?

Fourth, the City of Austin keeps yapping about the new Uptown with the Domain. Not sure how this facility fits in with that plan?

Fifth, we already have a huge problem with having enough police in our area because they are all down at Rundberg/I-35 dealing with the drugs and prostitution. The City already had to re-draw our police districts so that the Domain could go to another APD command because of the short staffing. Should we be putting in a health faciility on an already overloaded system?

I would really like to hear how Travis Health and the City of Austin are going to address these issues.

Title: **Re: Travis health district clinic next to Shell gas station on Braker Lane**
Post by: **GrosseFamily** on **Jun 08 '08, 10:39:20 PM**

Here is link to Travis County Healthcare District official site.. check the Healthcare Services and other links from this page to get a better understanding of what will be provided by this clinic. http://www.traviscountyhd.org/index.htm

Since this would be replacing the current clinic, and serving twice as many people, (26000) one may wish to go to the area of the current clinic (Northeast Austin Community Health Center at 7112 Ed Bluestein Blvd) to observe the situation and activities there to determine what would be happening in this proposed new location.

Title: **Re: Travis health district clinic next to Shell gas station on Braker Lane**
Post by: **lindam** on **Jun 10 '08, 11:15:58 AM**

I'm concerned about the impact of putting a clinic like this across the street from an Elementary School, additional traffic and congestion to an already busy area, what will this type of facility do to the Domain (of which we are 3 miles away from). Has the Domain been contacted? If not, why not? Have other neighboring businesses and churches been contacted for input? Again, if no, why not? We have been fighting the issues and influences that have come up to this neighborhood and area from the Rutland and Rundberg areas and are concerned about bringing a facility of this nature into close proximity to this neighborhood. What will this do to our property values?

A very good point has been raised by Anita regarding police coverage. Is the IDA Sector commander and powers that be been made aware of the proposal to put such a facility in this area? Additional police resources will be required where they are already stretched. The library at Rutland has a police officer in the library to deal with homeless and other issues. Will an officer be required at this location?
What kinds of issues currently occur at their location now? All issues and concerns that we should address before Mr. Martin or others think that this facility will go in without a word from neighboring residents.

Title: **Re: Travis health district clinic next to Shell gas station on Braker Lane**
Post by: **statueoflibertynyc** on **Jun 20 '08, 05:14:34 AM**

It seems to be going from bad-to-worse. How could they possibly allow a sixty foot tall building right by an established neighborhood. They made changes to prevent Macmansions, yet they are going to allow this....

"the zoning would allow a 60 ft structure."

Why didn't the neighborhood residences receive any notification about this project BEFORE it became a done deal?

I have lived here three years, & never received any notification of this project from the city.

The only way I became aware of this was because I go to our website periodically. I believe we should all write to our council representative about this issue.

Title: **Re: Travis health district clinic next to Shell gas station on Braker Lane**
Post by: **GrosseFamily** on **Jun 20 '08, 01:33:17 PM**

Try not to get over anxious, but stay engaged and please advise others. We are gathering bits and pieces of information where ever we can and posting. Since we have to grasp at what ever is available, we are getting things piecemeal and possibly not in full context. The relationship between the City's involvement and the Travis County Healthcare District's position is not completely clear to me... nor the funding and operation.

We are asking questions but to date have no answers or full and clear communication from either the legal representatives or TCHD so it is kind of like grasping at straws right now to determine exactly and clearly what is this situation. It has been stated by some that it is much easier and a better result is achieved to build a facility like this from the bottom up rather than rehab a preexisting structure... which certainly makes sense... but not in a residential area that is NOT in the immediate location of the majority of the patrons.

Here is link to closed captioned transcript of meeting of Travis County Commissioners Court, June 10, 2008, Item 27 - read for yourselves.
http://www.co.travis.tx.us/commissioners_court/agendas/2008/06/text/vs080610_27.asp

Title: **Re: Travis health district clinic next to Shell gas station on Braker Lane**
Post by: **micweedman** on **Jun 20 '08, 03:21:00 PM**

You can see the current Northeast Austin Community Health Center (7112 Ed Bluestein Blvd.) on Google maps street view. It's in a strip mall with an HEB. Google maps doesn't exactly land you in the correct place, so you have to "walk" around to south bound 183 (just past the Sonic) to see the health center. Just an FYI for those of you who are curious as to what the place looks like, but don't want to drive down there.

Title: **Re: Travis health district clinic next to Shell gas station on Braker Lane**
Post by: **GrosseFamily** on **Jun 21 '08, 11:46:46 AM**

I think it might have been easier to drive there! But, I finally got it in my view on Google Street view... don't ask me to recount the steps... I went in circles for a while... the fact that there is so much street view of everything is really a bit weird, sort of unnerving, but also handy I guess. Great idea using this tool, mic.

Title: **What Are We Going to Do? Doesn't Anyone Care?**
Post by: **LloydEwing** on **Jun 23 '08, 05:51:43 AM**

I am confused about the purpose of the Gracy Woods Neighbor Association. The development along Braker Lane will be there for the rest of our lives and the rest of our childrens' lives. It is sure to have a huge permanent impact on the character of the surrounding neighborhoods and the value of our homes, but no one in the GWNA seems to be concerned enough about it to do anything.

We are busy measuring the length of our neighbors' grass, worrying about whether someone is operating a business out of their back bedroom, and searching for someone who has parked their RV illegally. Meanwhile the Shell station gets built right in the middle of our neighborhood. And now a free medical clinic! Isn't anyone concerned??

It is clear that time is rapidly running out. We haven't decided whether we want this clinic. We haven't even bothered to have a meeting to talk about it, as far as I have been able to find out. If we want to have any influence on the development along Braker Lane, we just can't sit around and wait. If something is even a possible threat we must give them a united,

Continued on next page

resounding: "NO!!!!"
to whatever they are proposing until they assure us that a development is not a threat. And we need that assurance in writing. (Just two days ago we find out that the zoning is for a height of 60 ft!)

The medical clinic looks to me like an attraction for the street people along Rundberg Lane. Please, would someone convice me that I am wrong? I am not saying we don't need these clinics in Austin. No one wants to have people dying in the streets. I just don't see how we can let them build one in the middle of our neighborhood.

I don't see how this clinic can keep from being a magnet for street people. The clinic will serve people who are ill because they are alcoholics and illegal drug addicts. There will also be addicts of prescription drugs and recreational users who try to con the doctors into giving them drugs by claiming they are in pain. Besides free AIDS testing, they are likely to provide condom distribution and needle exchanges (in the future if they don't do so already). And if a street person feels fine but just wants find a place to get out of the hot or cold weather, the waiting room will be a comfortable place to just sit around and relax, as the Little Walnut library is now.

Some years ago one of my neighbors planted a row of small trees behind their back fence to shield the back yard from the traffic noise along Braker Lane. A few years later she cut down all of those trees because someone had started using the area between the fence and the trees as a toilet. Recently another one of my neighbors looked out her back window and saw that a bunch of bums had spent the night camped out in her back yard. (She lived alone with four small kids.) If we attract more street people to this area I am sure we will see more problems like these. Everyone will have to be sure their gates are always securely locked. And all shrubbery will have to be cut back so that a street person sleeping or defecating could not hide there. I am sure this is the situation in places along Rundberg. In fact, our Shell station could even turn out to be an advantage to the neighbors in that immediate area if they stay open all night so "campers" could use their restrooms.

The Shell Station

I asked how the GWNA and other NA's in the area could have allowed the Shell station to be built. (I wasn't even aware that there was a GWNA at the time it was built.) I was told that they had heard about a possible gas station and thought that there was plenty of time to deal with the issue, and then suddenly it was a done deal, and there was nothing that could be done to stop it. Surely we learn from our mistakes...? It looks like this is happening again with the medical clinic. We casually look at the information they choose to give us and wait to see what happens, like cattle staring blankly while they stand in line at the slaughter house.

What about the people who live across the street or have yards adjacent to these new developments? Do we say, "Gee, that looks like a tough break for those guys, but I don't live on one of those streets so why should I bother to look into the issue?" Doesn't anyone care!!?? And aren't there any homeowners left on Gemini, Austin Park, and Parkfield north of Braker?? I would have been ready for civil disobedience to draw attention to the issue if I lived on those streets!

Serving Those in Need

Concerning the people that this clinic is designed to serve: the chronically ill, the new immigrants, the people who have fallen on hard times through no fault of their own, etc. The ones that break my heart are the single moms with a couple of sick kids or who are sick themselves. They will all be forced to stand at the bus stops in the worst of our weather, in both summer and winter. Most people without cars will have to ride the number 1 bus to Braker at Lamar or Metric. It is a long hike for a sick person to walk to Parkfield, so they will have to wait up to an hour to catch the 392 bus that runs along Braker Lane.

I am sorry to say that there is a very good reason why the county might want to build this clinic away from a major bus route. One of their most difficult problems in providing charity health care is deciding how to allocate the limited resources they have. They can use waiting lists, verify income, etc. Making the clinic hard to get to for people without cars will keep a lot of the people away who don't have the energy to deal with the transportation problem. The sad part of this is that the people who can't afford cars are also the ones who are most in need.

It would be MUCH better to build this clinic anywhere on N. Lamar Blvd. The number 1 "Lamar" bus serves as pretty much the backbone of our city's bus system. It will continue in this role after the commuter rail is in service because the rail stops are too far apart for people who don't have cars or bicycles.

The Shell station looks like the beginning of a landslide to me. Does anyone care enough to work on stopping the spread of this malignancy in the center of our neighborhood? Who can know how much this will lower our property values and how much crime and filth these developments/businesses will bring to our doors.

Our neighborhoods may have been able to bring enough pressure on the city to get them to do something about the Rundberg problems. If they really make an effort to clean up Rundberg, where are these street people going to go? We know that the city is too "compassionate" to send very many of these people to jail. And the politicians that run this city are certainly not going to allow this problem to move downtown. Will they apply just enough pressure to Rundberg Lane so it moves to our neighborhoods on Braker Lane?

Some people in this area seem to think that the Domain is going to be the solution to all of our problems. I doubt that the "upscale" development will extend even to this side of Burnet Road. The Domain is just a glorified shopping mall, and if you

6. some of our 4 people are also trying to work with the neighborhood associations to the south of us, who have it even worse than we do as far as the crime is concerned.. as they also are trying to revitalize, get more police protection... etc. The theory is if we can stop the drug dealers and prostitutes at Rundberg & I35, and the encroachment of that into the neighborhoods to the south... perhaps that will stall it filtering up.

Our biggest problem is getting the criminals OFF THE STREETS. It is a complex system of law enforcement and judicial action and physical capacity to incarcerate or monitor. When we the people are "fat, dumb and happy" - uninvolved and unaware, then insufficient action is taken to curtail or correct the problems. Many times the law enforcement arm needs the outcry of the people to get what they need to do their jobs. Please come to the July meeting, you will get an ear full.

Too few people care about anything unless it is in their own back yard.. that is just the nature of mankind in general... sorry to say. I am issuing a challenge herewith for everyone who reads this to **PROVE ME WRONG, PLEASE!**

C Grosse - Forum Admin, Membership Coach, acting Treasurer, Communications team worker, Park team worker, Events team worker... oh, and I have a 40 hr a week job teaching staff at the Tx Dept of Criminal Justice to use computers. HELP!!

Title: **Re: Travis health district clinic next to Shell gas station on Braker Lane**
Post by: **Hallse** on **Jun 25 '08, 01:36:45 AM**

Snipped from Statesman webpage (http://www.statesman.com/news/content/news/stories/local/06/06/0606clinic.html):

"The new location is about 8 miles from the current clinic, but officials said it's in a "growing area for patients" and convenient to public transportation for people in the old and new areas. "

Wow...the whole time I've lived here I thought the area was shinking for the patients served by the District. Housing values, even in today's horrid market, are still increasing. By the time this proposed clinic gets functioning it will already be completely out of place as most of the residents will have been priced out of area housing. Look at the Austin as a whole. The area bordered by I-35 to the east, 183 to the south, Parmer to the north and Mopac to the west is the last area for affordable housing in the city. The notable exception of the area where the current clinic to be closed is located. Perhaps the oddest thing about this is that the new state of the art medical facility located at the old airport less than 2 miles from the old facility. Why would you move further from perhaps what may be the top medical facility in the state if certainly not the county?

As someone who travels past twice a day and has stopped in the shopping center where the existing clinic is located I can tell you exactly why they are moving... IT'S SCARY! I have never been in a shopping center where I felt so unsafe. I can only imagine trying to sustain a staff in such surroundings is extremely difficult. If I am to read the article correctly, the proposed north Austin clinic will serve the east Austin community. Huh? I guess this means north Austin residents will need to travel to the south Austin clinic for their healthcare needs...it's only a couple more than the eight miles we are being told the east Austin residents to travel.

If you are looking for land all you need to do is drive up Springfield Rd to Manor Dr from Airport. The cost for that land is comparable and actually in the same exact neighborhood for your patient demographic.

The TCHD website says four of the nine member board are appointed by the City Austin City Council. Who were the Council members that voted to appoint the four TCHD who are pushing the site? Guess who does not get my vote in the next election? Also, save the webpage for the staff including the photos. Generally these people are the type who are running for or volunteering for some political office if not now perhaps in the future. They can be stopped before getting into elected offices and making the Walmart type decisions before it's too late.

If you would like to send an e-mail to the CEO and President of Travis County Health District (Patricia Young) use the below link:
http://www.traviscountyhd.org/young.htm

For other staff (including Larry Wallace mentioned in the article) use the below link:
http://www.traviscountyhd.org/staff.htm

Title: **Re: Travis health district clinic next to Shell gas station on Braker Lane**
Post by: **Anita** on **Jun 26 '08, 10:25:51 AM**

A neighbor asked me to post her concerns:

I am not that familiar with how to post on the discussion boards and will be traveling next week during the meetings. Could you please pass my comments on to the appropriate person or location?

I am very interested in what information will be provided about this clinic and the proposed site was selected. I am concerned about the location for a number of reasons.

(1) The site seems small to locate a facility that large unless it is multi-story facility and the associated parking. The clinic

Post by: **TandJ** on **Aug 07 '08, 02:17:19 PM**

AMEN, I couldn't agree more! Thanks for the posting.

Title: **Re: Travis health district clinic next to Shell gas station on Braker Lane**
Post by: **AtxPaul** on **Aug 07 '08, 09:09:43 PM**

Heres the link to todays KVUE news on the TCHD clinic

http://www.kvue.com/news/top/stories/080708kvue_healthClinic-cb.245e0485.html

Title: **Re: Travis health district clinic next to Shell gas station on Braker Lane**
Post by: **jmackd1** on **Aug 12 '08, 01:21:05 PM**

I just received this email from city council....

Thank you for your concern regarding this issue. I am following this zoning change request very closely and will continue to look at all options before it comes to council.

Sheryl Cole

Council Member - Place 6

sheryl.cole@ci.austin.tx.us

(512)974-2266

301 West 2nd Street

Austin, TX 78701

From: [redacted]
Sent: Thursday, August 07, 2008 1:31 PM
To: CityPio, Pio; McCracken, Brewster; Shade, Randi; Martinez, Mike [Council Member]; Leffingwell, Lee; Morrison, Laura; Wynn, Will; Cole, Sheryl
Subject: Submitted from City Council web site - North Austin Healthcare district

Date/Time Submitted: 1350 hours
From: Jeff McComas

E-mail address: [redacted]

Subject: North Austin Healthcare district

Comments:

Please don't put this healthcare clinic in our neighborhood. We have worked so hard over the past 10 yrs to get it where it is today and putting this clinic in would be a deathblow to our neighborhood. I drove around the area where the healthcare district is currently located and would hate to see our neighborhood turn into the neighborhood surrounding the current healthcare district.This type of establishment does not belong so close to a neighborhood, it belongs in a business district Thank you, Jeff McComas 11617 Tallow field Way Austin, TX

Title: **Re: Travis health district clinic next to Shell gas station on Braker Lane**
Post by: **AtxPaul** on **Aug 21 '08, 10:06:41 PM**

Heres a link to todays news about the clinic. Again TCHD giving info about most of the intigents 60% coming from this area???
http://www.keyetv.com/content/news/topnews/story.aspx?content_id=c0ba95ef-87ea-4e27-b4bd-51fb4452254a

Title: **Re: Travis health district clinic next to Shell gas station on Braker Lane**
Post by: **Barry** on **Sep 02 '08, 11:17:12 AM**

> Quote from: AtxPaul on Aug 21 '08, 10:06:41 PM
> Heres a link to todays news about the clinic. Again TCHD giving info about most of the intigents 60% coming from this area???
> http://www.keyetv.com/content/news/topnews/story.aspx?content_id=c0ba95ef-87ea-4e27-b4bd-51fb4452254a

Who do we need to complain to about this? What's the contact information for the elected official to voice our concerns to?

Title: **Re: Travis health district clinic next to Shell gas station on Braker Lane**
Post by: **Anita** on **Sep 02 '08, 01:55:16 PM**

Oh good, I get to give y'all my two cents again.

The really interesting thing about Travis County Health District? The people who sit on TCHD board are assigned their positions by City Council.

So these people can spend your tax dollars as they want and they only people they are answerable to is City Council.

Something about taxation without adequate representation comes to mind here, but hey, maybe that's just me....

Now, isn't it nice to know that after years of using small neighborhood clinics to serve communities, these individuals sitting on the board have suddenly decided to create a "new model"?

AND these individuals want to put this new model in our neighborhood without any community input, without any outside/independent studies, and without any talks with their own clients.

They also did not talk to Capital Metro or APD before they decided on this location. And they have no answers to what will happen to their clients using the old clinic they want to close (at Cameron) and haven't talked to the neighborhood associations who will be losing their clinic. Oh, and did I mention there will be no traffic study either?

This is not just about Gracywoods or North Park Estates guys. This is about North Austin's need for a clinic. We need this health clinic, desperately. That's a given. But what we don't need is a 18 million dollar toy that is being crammed down our throats by people who have not done even the basic research that is needed for this new model.

TCHD keeps saying this is just a "not in your backyard" issue and they hope to bury the truth that way.

The truth is we should be apalled that we are about to allow a government entity to spend 18 million dollars without sitting down at the table and engaging our neighborhoods in dialogue about what is best for us as taxpayers and citizens.

We should also be appalled that while other cities are putting the users of their low cost clinics on their health boards and on advisory panels, TCHD has blatantly treated those who are using their clinics as second class citizens who don't even deserve to be involved in the process of building a new clinic. (For example, do we need a 2 story mega clinic that has hours that will be strictly 8-5 M-F? Hate to throw out a radical thought here, but people who are in a financial crunch may not be able to skip work all that easily and may decide to continue to use our overloaded ER system instead)

We should also all be appalled that we have a political system where we can't bring these people to heel, we have to go through the City Council to do it.

I suggest we all contact City Council and let them know we are going to oppose the zoning change. And we are going to have to keep doing it until Travis County Health Clinic and the City and the media finally clues in that something has seriously gone wrong here.

Title: **Re: Travis health district clinic next to Shell gas station on Braker Lane**
Post by: **AtxPaul** on **Sep 07 '08, 09:26:42 AM**

What is surpriising to me was that after going to the City of Austin website to see who represented my district I found out there is no city council that reppresents my district!!??? City Council is voted at large!...that really sucks since they dont really represent my area, would they care if we oppose this clinic? Austin most definately needs change that and have better representaion from districts for example folks what if all the city council were from Hyde Park no pun intended would they care what would happen in our neighborhood...nope!...Also read that they were trying to change that, but their meeting on that was cancelled in Janunary. Austin needs to change City Council at large becauses we need equal representation from each neighborhood so we can address issues like this to the city council that represents this area.

Title: **Re: Travis health district clinic next to Shell gas station on Braker Lane**

Gracywoods Discussion Forum

Announcements => *HIGH PRIORITY NOTICES!* => Topic started by: RuttFamily on Nov 04 '08, 11:36:02 AM

Title: **This from TCHD**
Post by: **RuttFamily** on **Nov 04 '08, 11:36:02 AM**

I AM FURIOUS!!

North Central Community Health Center

In an effort to continue our commitment to ongoing communications and updates on this project, we are providing you with information regarding the status of our planning and development efforts for the North Central Community Health Center.

The need for expanded healthcare services in north central and northeastern Travis County is well established. We believe that moving forward on this project is in the best interest of providing those needed healthcare services. We have completed the necessary real estate evaluations of the 1210 West Braker Lane property and all data received to-date indicates that this property meets the requirements for a health center location.

Completed real estate evaluations include an engineering feasibility study, boundary and topographical surveys, a tree study, a traffic study, and an environmental site assessment. As a result, we are committed to proceeding with closing on the purchase of this property in December 2008.

Once the Travis County Healthcare District becomes the new owner of the Braker Lane parcels, this property will no longer be subject to City zoning ordinances due to the District's legal status as a local governmental entity. Consequently, the zoning application will be withdrawn by the current property owner in anticipation of our planned closing. This means that there will be no zoning hearing on November 4, 2008, regarding this property.

We remain committed to providing you information and education about this health center project. To that end, we will schedule future community meetings, and detailed information about those meetings will be communicated to you. In addition, we encourage you to visit our designated website at http://www.ci.austin.tx.us/traviscountyhd/northcentral/, which we continue to update as we move forward.

We value your continued interest regarding this important expansion of health services for Travis County residents.

Title: **Re: This from TCHD**
Post by: **statueoflibertynyc** on **Nov 04 '08, 05:05:27 PM**

Hi,

I too am totally flabbergasted at this process, which appears designed to totally & completely by-pass our neighborhood's input. It is as though we don't even exist. TCHD clearly doesn't seem to believe that we have any say in the matter. I've written the below to all of our City Council Members, & Mayor Will Wynn. I strongly encourage all of you to do the same. I even called & expressed my views, which I also encourage you to do.

Perhaps we should contact KEYETV about this situation.

Curtis

>>
Hi,

I have already sent one email today. However, due to my utter surprise & disgust with TCHD's move to apparently totally disregard anyone living in the area near the proposed TCHD clinic, I'm sending this follow up email. I can not believe the way this is being handled. It is as though all of us living in the Gracy Farms subdivision have no input in the matter at all. I thought that all of you represented all of us.

I strongly disagree with the location of this type of clinic next to an established neighborhood. It should be located nearer those that it is meant to serve. As such, it should be located south of Braker Lane, within the Rundberg and Lamar area.

The below is from a community news letter that has been sent out. I agree with all that has been said in this news letter.

Please have the decency to live up to your position as our representatives, and actually represent us. I just can NOT believe that we are being totally disregarded. This appears to be being jammed down our throats. I earnestly beg you to please help us out.

Title: **Re: This from TCHD**
Post by: **Anita** on **Nov 05 '08, 10:45:54 AM**

The fact is TCHD has turned into a loose pit bull without a leash.

They are yanking a clinic out a neighborhood that desperately needs it and giving those people no recourse to ask the decision be repealed.

They are shoving a clinic into our neighborhood and have now stated that they don't have to obey City of Austin zoning restictions because they are a "government entity".

They have a couple of elected officials, but they have a board that seems to hold the real power. And the board is compromised of people who have been assigned to it without any citizen input.

Add in the 91 million dollars that TCHD doesn't want you to know they have in reserves and you can see what a monster this agency is.

All I can say is we all need to be calling:

Call your Travis County Commissioner:

Precinct 1 (East and Northeast Austin), Commissioner Ron Davis, 512-854-9111

Precinct 2 (Central and North Austin), Commissioner Sarah Eckhardt,
512-854-9222

Call and write City Council:

Mayor Will Wynn: 974-2250

will.wynn@ci.austin.tx.us

Brewster McCracken: 974-2256
brewster.mcracken@ci.austin.tx.us

Sheryl Cole: 974-2266
sheryl.cole@ci.austin.tx.us

Laura Morrison: 974-2258
laura.morrison@ci.austin.tx.us

Lee Leffingwell: 974-2260
lee.leffingwell@ci.austin.tx.us

Randi Shade: 974-2255
randi.shade@ci.austin.tx.us

Mike Martinez: 974-2264
mike.martinez@ci.austin.tx.us

Texas U.S. Representative
Congressional District 10--Congressman Michael T. McCaul
District Address: 131 CANNON HOUSE OFFICE BUILDING
WASHINGTON DC 20515
Phone: (202) 225-2401
District Offices

5929 Balcones Drive, Suite 305
Austin, TX 78731
Phone: (512) 473-2357

Title: **Re: This from TCHD**
Post by: **elmcclell** on **Nov 05 '08, 06:10:39 PM**

After reading the most recent update, I sent emails to all city council members and county commissioners. I received the following response from Austin City Councilwoman Laura Morrison. I highlighted in bold what I found most relevant in her reply. Hopefully, there will be one last chance for the community to be heard. --Erin

---

Dear Erin,

Yesterday, I received the below message from Trish Young, the president and CEO of the Travis County Health Care District. She's indicated that THCD will proceed with the development of the proposed health center without a zoning case.

After speaking with our legal department, I have learned that THCD may do this under Texas law, because the general rule is a city cannot use its zoning authority to create barriers to the legislative mandate of another governmental entity. However, **in order to develop anything not allowed in their current zoning, they will need to enter into a "development agreement" with the city that has to be approved by the City Council.**

I understand and share your frustration with this last-minute change. **I will do my best in the coming weeks to incorporate a process for public input on this development agreement prior to council approval.**

I appreciate you continuing to voice your concerns and will keep you informed of any major developments on this issue. Please feel free to contact me anytime.

Sincerely,

Laura

Laura Morrison
Austin City Council, Place 4
512-974-2258
512-974-1886 (Fax)
Laura.Morrison@ci.austin.tx.us
http://www.ci.austin.tx.us/council/morrison.htm

Mayor and City Council, Council Aides, and City Manager:

To update you on this project, we are providing you with information regarding the status of our planning and development efforts for the North Central Community Health Center.

We have completed the necessary real estate evaluations of the 1210 West Braker Lane property and all data received to-date indicates that this property

1) This location will not serve the targeted population. This neighborhood is comprised of mostly homeowners, and the houses around here sell for $150,000 - 279,000.

That is not below the poverty line!

2) The clinic backs up to houses in the neighborhood and will affect property values. I especially don't like the fact that the zoning change will allow a building up to 60 feet

(5 stories high) to be built there.

3) Increased traffic along Braker Lane will be a problem due to the other recent developments on the street and the elementary school across the street.

I have e-mailed all the city council members and their staff members whose e-mail addresses were included in the e-mail the other day about my opinion regarding the zoning change request. I encourage others to do the same. I have not received a reply yet from anyone.

Title: **Re: Post Your VOTE re proposed Healthcare Clinic-Braker & Austin Park**
Post by: **Anita** on **Jun 30 '08, 12:34:08 PM**

Just a reminder. While we would love to be able to contact people by mail or phone, its almost impossible since we directly represent over 1600 homes and have over 3000 homes within our boundaries.

We do have a email list so we can get the word out quickly on things of this nature.

If you want to be added to the Gracywoods (Quail Hollow/Gracywoods neighborhood news) email list or the North Austin (news affecting 78758/78753) email list, please send an email to info@gracywoods.org and let us know which one you want to be on.

We do NOT spam and we do NOT share our lists. We send one e-newsletter a month, and the occasional follow up announcements/neighborhood alerts.

We do ask that if you know of a neighbor that does not have a computer, please print out the e-newsletter and pass it on.

Title: **Re: Post Your VOTE re proposed Healthcare Clinic-Braker & Austin Park**
Post by: **jmackd1** on **Jul 07 '08, 10:13:11 AM**

I oppose this clinic big time...The indigents that will be using the clinic will have no place to go after treatment and will be sleeping, and doing god knows what in our park that we worked so hard to look good...This is very bad news

Continued on next page

for our entire neighborhood, I will be at tomorrows meeting.

thank you..
Jeff M.

I just wanted to add a comment in explanation here from Gracywoods Forum Administrator: This area has had considerable problems with homeless folks living in the Walnut Creek Park, and the gazebo at Gracywoods Park. There have been multiple break ins and items stolen (large lawn tractor) from the Walnut Creek Baptist Church which is south of the Walnut Creek Park and North of the North Park Estates and Gracywoods area and these actions have been attributed to the "indigent" homeless and probably the other to drug users in the area.

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Gracywoods Discussion Forum

Announcements => Development in No Austin Area => Topic started by: GrosseFamily on Jun 14 '08, 05:34:32 PM

Title: **If not Clinic, what would we want on these 7 acres**
Post by: **GrosseFamily** on **Jun 14 '08, 05:34:32 PM**

The empty lots along Braker between I35 and Mopac ARE GOING TO BE DEVELOPED as some type of commercial property over the next several years. If we want to have any control over this.. we need to proactively consider and suggest what would prefer to have in our community.

Please reply to this post and give us your suggestions and thoughts. Unfortunately, unless you are wealthy enough to buy up all the open properties and refuse to sell them, we have to accept the facts of development.

I see that many people read these boards.. (or maybe its web crawlers gathering data for search hits) but regardless, there are over 160 members in this forum and only 6-10 ever comment. Don't let everyone else be your voice. Please correspond.

cgrosse

Title: **Re: If not Clinic, what would we want on these 7 acres**
Post by: **statueoflibertynyc** on **Jun 14 '08, 09:45:24 PM**

What about a Farmer's market?

Title: **Re: If not Clinic, what would we want on these 7 acres**
Post by: **GrosseFamily** on **Jun 14 '08, 09:58:18 PM**

Quote from: statueoflibertynyc on Jun 14 '08, 09:45:24 PM
> What about a Farmer's market?

That would be great, but would probably draw even more traffic than the clinic.. :) !! Thank you for the suggestion.. it would be wonderful to have one so close.

Title: **Re: If not Clinic, what would we want on these 7 acres**
Post by: **statueoflibertynyc** on **Jun 15 '08, 08:32:36 AM**

Imagine if we had a Farmer's market within walking distance. Also what if it had rustic looking buildings with a small town feel to them that had restraurants. We could have good barbeque, and perhaps an ice cream place like Gruene. Personally, I would love to have a Farmer's market. I believe that would not lower our property values.

Title: **Re: If not Clinic, what would we want on these 7 acres**
Post by: **LloydEwing** on **Jun 16 '08, 02:34:38 AM**

I haven't had time to look into the background of the proposed clinic and make a detailed response, but this is an easier question to answer. These would be my choices:

Desirable businesses would include: apartments, condos, walk-in restaurants, offices of almost any kind, most retail businesses, etc.

The only undesirable choices that come to mind right now are: service stations and convenience stores, fast food, auto repair shops, dirty or noisy industrial operations, porn shops, and providers of services to the indigent.

I think the proposed clinic is worse than all of the other undesirable choices I have listed. I have been to a couple of clinics like this. Besides free Aids testing, they are likely to provide condom distribution and needle exchanges (in the future if they don't do so already). The clinic will serve people who are sick because they are illegal drug addicts. There will also be addicts of prescription drugs who try to con the doctors into giving them drugs by claiming they are in pain.

I am afraid that building this clinic anywhere east of Burnet Rd. between 183 and Parmer will tend to expand the problems we already have from Rundberg Lane.

I am not saying that I oppose clinics for indigent care. They are serve very important functions for many good people who are in great need. But why would anyone want to put such a clinic in the middle of a residential area??? At least put the clinic on a major bus route (like the number 1 that runs up Lamar). Businesses on Lamar are already set up to deal with the problems from Rundberg. Our homes are not.

Title: **Re: If not Clinic, what would we want on these 7 acres**
Post by: **reese1201** on **Jun 18 '08, 07:33:13 AM**

I'm with statueoflibertynyc, I would like to see anything other than a health clinic. A farmer's market would be a great idea along w/small restaurants. The traffic problem alone, would be a nightmare, not to mention having people parking all over the area. 7 acres doesn't seem large enough to accommodate this type of facility with room for parking and trash collecting. Also seems very unfair to people whose property would back up to this facility. Is it too late to do something about having this facility move into our area?

Title: **Re: If not Clinic, what would we want on these 7 acres**
Post by: **statueoflibertynyc** on **Jun 18 '08, 10:19:00 AM**

Hi,

I saw this posting from GrosseFamily. Based on this, it would seem it is NOT written in stone....yet. I am also concerned with the traffic. My primary concern is the type of clientele that would be patients of the clinic. And, I would hate for our area to become anything like the infamous Rundberg area.

I've been to Gruene a number of times, & enjoy the laid back town. So, I could easily envision a small area like this having a few old style buildings, with an ice cream shop, barbeque, with perhaps a mini-antique mall. Also, perhaps they could leave enough grass with trees for benches. Maybe, the buildings could be geniune old buildings from the early 1900's that have been relocated. Its a dream, but wouldn't it be nice....

Curtis

>>
Below is from GrosseFamily.
Hope they don't mind my including it.
The link for this is:

http://www.gracywoods.org/forum/index.php?topic=219.msg396;topicseen#new

"Not set in stone.. they have 6 months to get rezoning, neighborhood buy in, etc. Several folks from Gracywoods and from North Park, as well as some APD reps went to meet with the folks that are planning this development for the city on 6/12. Minutes are forthcoming.

We are developing a list of questions to be answered by the Travis County Healthcare District in regard to this proposed project. If you have any you would like answered, please post them here.. I will start a new thread "Questions regrading proposed clinic""

Curtis

Title: **Re: If not Clinic, what would we want on these 7 acres**
Post by: **AtxPaul** on **Jun 19 '08, 07:40:54 AM**

I would like to see if some nice garden homes or condos built if not a small retail strip that would have small shops ie barber/beautyshop, fruit stand, flower shop, pet shop that would benifit OUR neighborhood.

Title: **Re: If not Clinic, what would we want on these 7 acres**
Post by: **AtxPaul** on **Jun 19 '08, 09:28:08 PM**

Shouldnt we be contacting our City Council about this also? I sure like to send him/her a letter about our situation. I have already email the Simon Properties which own/manage the Domain about what the county wants to build down the street (bus route) from them im sure some of these folks might end up at the Domain to panhandle and window shop...smile

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stars all line up," Wallace said. It will take 18 to 24 months to finish the work, which means the earliest the clinic could open would be fall 2010.

The new location is about 8 miles from the current clinic, but officials said it's in a "growing area for patients" and convenient to public transportation for people in the old and new areas.

The clinic will serve people closer to the location who "may not have a medical home now ... and they're probably showing up in the emergency room" when they are sick, Vliet said.

In a written statement, district board Chairman Carl Richie Jr. said the new clinic will help the district to expand access to health care and meet growing demand. The district was created to oversee health services for the needy and vowed to expand primary care.

The district board hasn't decided how to finance the project, spokeswoman Christie Garbe said. It could use money from its reserves or impose a slight tax to cover a debt-financing option: issuing certificates of obligation.

If the board chooses to issue the certificates, taxpayers could see a property tax increase estimated at one-hundredth of a cent per $100 of assessed value. The average homeowner in Travis County would pay 22 cents more based on a home valued at $219,213 with the standard 20 percent exemption, the average in Travis County in the coming year. The tax would have to be approved by the board as well as the Travis County Commissioners Court, like all proposed district taxes.

maro...@statesman.com; 445-3619

Reply to author Forward Rate this post: ☆☆☆☆☆

Walt Esquivel View profile More options Jun 8, 12:02 am

Here is a map of Community Health Centers (CHC) as of June 2008:
http://www.ci.austin.tx.us/communitycare/chclocations.htm

The City of Austin manages these provider sites pursuant to an interlocal agreement with the Travis County Healthcare District. The proposed clinic on West Braker Lane between Austin Park Lane and Parkfield Dr will replace the Northeast Austin CHC at 7112 Ed Bluestein Blvd that is near Manor Rd / Springdale Rd.

Here is a description of services provided at the Northeast Austin CHC at 7112 Ed Bluestein Blvd location:
http://www.ci.austin.tx.us/communitycare/nechc.htm

Reply to author Forward Rate this post: ☆☆☆☆☆

Walt Esquivel View profile More options Jun 8, 1:48 am

Comments from an attorney for the Travis County Healthcare District as well as concerns from Gracywoods Neighborhood Association members:

http://www.gracywoods.org/forum/index.php?topic=219.0

Reply to author Forward Rate this post: ☆☆☆☆☆

Walt Esquivel View profile More options Jun 8, 11:45 am

Dear neighbors,

I have started receiving emails addressed directly to me regarding the clinic. Unless it's something entirely private that you can only address to me in an email, please post your comments directly to this page as a "Reply" to the original post. North Park Estates residents need to get into the habit of using NPENA Google Group so that thoughts and ideas can be shared and communications with neighbors flow more freely. I feel like I'm a barrier to communications and it's difficult for me to be the sole means for neighbors to provide feedback to. Please post your thoughts to NPENA Google Group so others can digest your comments and respond accordingly.

Thanks,
Walt

Here are some of the comments:

"It is definitely going to have an adverse affect on our neighborhood as well as other adjoining neighborhoods who are in close proximity to the proposed clinic."

"Is it worth while for the NPENA to contact the neigborhood associations in those adjoining neighborhoods prior to your June 12th meeting to get their input? Possibly there could be someone in one of those other neigborhoods that has some expertise in zoning issues."

"I don't think anyone in their right mind would want that type of facility adjacent to their neigborhood."

"A medical treatment facility nearby might be nice, but I'm very concerned about the potential for an increase of crime in our neighborhood."

"I'm quite concerned with the impact the proposed facility will have on property values, traffic and quite possibly an increase in crime for obvious reasons. I also do not believe the proposed location would meet the needs of the community they are trying to serve."

"We need to ensure all entrances and exits are on Braker Lane and that none are placed on Austin Park Lane where residents walk and children play nearby."

Again, if you reside or own property within North Park Estates, please feel free to express your thoughts and opinions on the proposed clinic by creating a Google account (if you don't already have one) and then letting Walt Esquivel know you want to join this group so that you can be added. You will then be able to post your comments.

The NPENA board of directors and elected officers will take all responses into account when communicating with the Travis County Healthcare District (TCHD) in order to raise concerns and have the TCHD provide factual feedback. For example, it appears the potential for an increase in crime, an increase in traffic, and a decrease in property values is a recurring theme, but to be fair we need to hear from TCHD and review their data and statistics for areas and neighborhoods surrounding currently existing clinics as well as hear their plans to address our issues and concerns.

Reply to author Forward Rate this post:

samtex View profile More options Jun 8, 9:03 pm

I suggest everyone read the gracy woods forum and discussion on this

http://blog.erdener.org/archives/cat_walmart.php
http://www.austinchronicle.com/gyrobase/Issue/column?oid=471796

Asking the officer's of that Allendale Neighborhood Association as well as others surrounding this site on Braker may not be out of the question. There is an obvious question whether or not the City Council is "neighborhood friendly." As was pointed out by our county commissioner, we do not live in a true democracy where decisions are made by public consensus. We live in a Republic where elected representatives make decisions for us on a daily basis that affects the public's welfare. In turn, we expect those decisions to be voter friendly to those affected by those decisions. When Travis County Commissioners or any public entity proposes to build a facility in any neighborhood, the neighborhoods deserve to be consulted, regardless of whether or not neighborhood associations exist near proposed construction. Otherwise we have representative government that is failing the public, and the public's only recourse is to have their voices heard at election time. But recourse is not an easy task when public agencies infringe on neighborhoods such as lack of careful planning for a construction site of this size. The voters' only recourse is when a bond issue appears on a ballot.

What do you think? For NPENA my suggestion is to contact Walt for a coordinated effort, but here the following may be useful:
http://www.ci.austin.tx.us/connect/response.htm
Customer Service Requests
http://www.ci.austin.tx.us/connect/email_devweb.htm
Send an Email to DevWeb
http://austin.about.com/od/cityservices/tp/Austin_City_Council.htm
This page has links to each council member's page. Walt, when should be start flooding city council members with e-mails as to our neighborhoods' concerns?

Then if all else fails, our next option, is to request that the health district's decision makers limit ingress to the site to Braker Lane only. BTW, the clinic reps said that the site plan did not call for removal of the trees, which was the only positive aspect of the Friday's meeting.

My personal view is that the site at Lamar and Braker, where the old Albertson's building still is vacant, would be a preferred site regardless of the cost, because of its obvious accessibility to the public. Many would agree on the obvious, that Lamar Blvd is more convenient for targeted clients for this clinic than the proposed site at Braker/Austin Park Lane.

Also, I asked the question of a few yesterday, "What would be the effect on the clinics if National Health Care would take place." Would the site location be a mute one?

It is suggested that you examine the following:
http://www.traviscad.org/
http://www.traviscountyhd.org/newsroom.htm
download pdf file 6/6/08.
Healthcare District Purchases Property to Build New Community Health Center
<<<extract>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>
Healthcare District Purchases Property to Build New Community Health Center
The Travis County Healthcare District will soon begin construction on a new community health center to replace the existing Northeast Austin Community Health Center located at 7112 Ed Bluestein Blvd. The health

requesting TCHD provide to the public more current and reliable data that focuses on the decision made in choosing 1210 Braker Lane for the proposed clinic vs. the broad brush stroke method employed during the presentation . Her contact info can be found here:
http://www.co.travis.tx.us/commissioners_court/precinct2.asp

Walt

Reply to author Forward Rate this post:

[redacted] View profile More options Jul 1, 10:55 pm

Here is a map from AISD showing the boundary lines. It's interesting how McBee isn't even in AISD boundary, it's in Pflugerville. Wish my sons could go there, but they can't, because they don't speak spanish. Wish my wife could work there (elementary teacher), but she can't because she doesn't speak spanish. McBee is a school that does not support its surrounding neighborhood. Most of the students are bused in from other areas of town. They receive a free breakfast, lunch, and after school care. The dental and doctor bus comes to the school free of charge so that they can receive basic and primary care. The book mobile comes once or twice a month so they can receive a free book. I wish my kids could receive that but they don't. Not only do I work hard to provide my family with these types of services, I also help provide these programs to the kids at this school through my tax dollars. I have no problem with that, I'm glad that some of my tax dollars are used to help those who need it. Unfortunately, they do not live in the immediate area around the proposed site of this clinic.

http://i84.photobucket.com/albums/k36/marcvan/6af48839.jpg

More detailed image from Google maps. I've drawn the boundaries in red. It's interesting how the people who live between Plains Trail and Parkfield, south of Braker are in AISD and the neighborhood between Parkfield and Metric, north of Kramer is in PISD. I've drive through those area frequently and I would say that the vast majority of the residents in the first area are renters; where as in the second area they are home owners. Indicating that these families/children would not 'qualify' to use this clinic.

http://i84.photobucket.com/albums/k36/marcvan/AISD_PISD.jpg

I read a lot of the comments on the Statesman.com site about the article on June 28 and one person wrote...

"The neighborhood group around Rutland/183/Lamar has proposed several alternate properties and they want this in their area because it serves a significant portion of their neighbors and is more accessible via bus from other areas where patients who currently use the existing 183 location live."

We need to find these people so they can contact TCHD.

There will be a meeting on July 15th at 6 p.m. City Hall, 301 W. 2nd Street, Council Chambers, Room 1001.

http://malford.ci.austin.tx.us/boards/results.cfm

I will be out of town on a business trip but my wife is going. We should get as many people to attend as possible. I feel the only chance we have at stopping this project is by stopping the re-zoning.

Marc

Reply to author Forward Rate this post:

Walt Esquivel View profile More options Jul 2, 1:00 am

MEDIA INTERVIEW REQUESTS (newspapers, TV, radio, etc.)

After various consultations and suggestions from nearby residents, it is requested that all media requests for interviews with residents within North Park Estates be forwarded to me.

I am now the primary media contact for North Park Estates so if the media contacts you, please refer them to me so that we have a single point of contact and a consistent message.

Thank you,
Walt

On Jun 26, 1:29 am, [redacted]

- Show quoted text -

Reply to author Forward Rate this post:

Lisa View profile More options Jul 2, 8:37 am

My vote – NIMBY literally
I've lived in Austin all of my life and notice how the I35/Rundberg/ Rutland/Lamar area has deteriorated in upkeep. I just moved back to the Braker area from Westover Hills and was hoping that Braker Ln would be the dividing line between the hectic, crime-ridden area south of Braker and the comfortable residential neighborhoods north of Braker. A health clinic north of Braker would seem to help draw that epicenter of humanity further north and right next to our homes. I am concerned that pedestrian traffic by strangers will increase along Braker between Lamar and the clinic and dip into our neighborhood on Old Braker Ln, Circle Bend, Apollo, Knollpark, Gemini. I am already concerned about the not yet finished commercial property on Braker just east of NPEN and what shortcuts pedestrian strangers might take into our hood.

What causes a neighborhood to deteriorate? Will the clinic do this? Or continued fast food and convenience stores? Multi-family housing? Will Braker be just an extention of an overcrowded Lamar? How do we get the Domain on one end of Braker and a Travis Health Clinic and Dollar General on the other? I fear what might go in the old Albertson's at this rate.

The clinic could be somewhere on the Capitol Metro 325 route (Rundberg) preferably between Cameron and I35. If not, there seems to be some space available between Rundberg and Rutland behind the Lamar HEB . . . Or the clinic should be located in the neighborhood of those TCHD Board of Managers that voted for the location . . . Where do they live?

Just NIMBY.

If we can't prevent this clinic from being placed in our backyard then I sure hope we can get an impervious wall all the way down Braker from Oracle to the Shell station between our neighborhood and commercial/ retail development. River Oaks and Scofield have a nice wall between their homes and Parmer.

Lisa Marie
Eubank at Old Braker

program to support primary healthcare providers who serve disproportionate numbers of uninsured residents and operate in medically underserved neighborhoods or communities. To be certified as an FQHC, a provider must meet strict requirements regarding the scope of services offered, access provided to low-income patients, and community governance."

Note last sentence, "access provided to low-income patients"

Reply to author Forward Rate this post:

Walt Esquivel View profile More options Jul 14, 1:44 am

Here's a link to a "Strategic Plan Report" completed in 2006 by the Austin / Travis County Community Health Centers and submitted to the TCHD.

http://www.ci.austin.tx.us/communitycare/downloads/ccsdstraticplan.pdf

If the TCHD is determined to place a clinic in North Austin, there are many good data points in the report that indicate the best location for a new clinic is closer to the N. Lamar and 183 corridor or N. Lamar and Rundberg area. Also, based on a cursory review, it appears the current Northeast Autin clinic should remain open to service zip code 78723, thereby avoiding a gap in easy access health care coverage for patients residing within, say, a 4-mile radius.

It is interesting whether or not the business model the TCHD is pushing in terms of a super-sized 50,000 square foot multi-story clinic is a better approach to easy access health care than having smaller, more neighborhood-focused health centers where patients can more easily get to in terms of transportation.

Reply to author Forward Rate this post:

Walt Esquivel View profile More options Jul 16, 3:24 pm

The TCHD has made available "Selection Matrix - A graphic listing of all properties considered and the criteria for selection".

It lists 16 properties that TCHD considered for the proposed clinic. It's in the form of a PDF file at:
http://www.ci.austin.tx.us/traviscountyhd/northcentral/

Of course, the "size" criteria ("A minimum of 5 acres for total build-out of facility") can only be supported IF it's proven that a 50,000 square foot, multi-story commercial structure is a BETTER business model than smaller, more "community" (can you say "neighborhood"?) focused health care clinics that are sized appropriately for the area they serve. Why is a "minimum of 5 acres" really necessary? Do we need McClinic-sized facilities?

The Braker Lane proposed site is, interestingly, the farthest northwest location out of the entire 16 properties considered by the TCHD. This could prove an obstacle to easy access health care in the long run and force non-emergent care patients to the emergency room, thus defeating the purpose of bringing down health care costs via conveniently accessed "community" health care centers. In the end, it's the taxpayers that foot the bill.

The location AND size of the clinic is of great importance. The TCHD needs to prove that a few regionally-based, 5-acre minimum, McClinic-sized facilities are more cost-efficient overall to Travis County

Google Groups

North Park Estates Neighborhood Association (NPENA)

Rezoning Issue - Braker Lane TCHD Clinic

DianaZ <[redacted]>

I just sent this message to City council members after reading an article in the North Austin IMPACT News Community Profiles.

See Impact News - Community Profiles pg19

I just read an article in the North Austin Impact News about the rezoning of the Braker Lane proposed clinic that states the Gracywoods Neighborhood Association was told told by city staff that this is the first time (did you get that - FIRST TIME) in city history that this issue has come up where an entity has claimed exemption. The TCHD seems to be trying to find loopholes to halt any input from the neighborhood that will be housing the clinic. I say housing the clinic because we are as a neighborhood being forced to house this clinic (of which 1% of the Northbend Bend neighborhood will use this service). The site they choose should be in a more commercial/retail area not right in a neighborhood. The choice of the neighborhood site is bad enough plus to add insult to injury this organization seems to be blocking or ignoring any suggestions from the surrounding residents. The political machine or whatever is running the initiative seems totally oblivious to how they look. I'm only getting bits and pieces but what is going on here does not seem to be legal or working for anyone's best interest. Why are they so afraid of community input? Isn't that what they're supposed to be about - the Community????

Concerned Austin Resident

Secure at Home When You're not!

Sammy Amsler (samtex) [redacted]

To: Block Captains and Other neighbors with concerns about home safety.

The following NYT article caught my attention:

http://www.nytimes.com/2008/11/20/garden/20fix.html?_r=1&ref=garden
Secure at Home When You're Not
By JAY ROMANO
Published: November 19, 2008
From that article I found a link to:
http://www.kiplinger.com/features/archives/2007/03/secure.html
A Printable view:
http://www.kiplinger.com/printstory.php?pid=11499
Secure the House: A Checklist
Here's how to keep you parents' home safe and prepare it for sale after they die.
By Pat Mertz Esswein
March 2007

<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

We are more than 7 months away from the NPENA annual meeting, but for those who would like to join me in gathering home safety material, let's collaborate at Google documents and post information for consumption by our neighborhood. Should the TCHD clinic come to fruition, this facet of living in our neighborhood may need more of our attention. If we start collaborating now, by time of annual meeting we will have web resources, flyers, etc. for the annual meeting. We often have the APD representatives at the annual meeting, which enables us to glean helpful information to keep our homes and neighborhood safe.

I searched austin +"home security"
but found brinks style surveillance equipment for home security.
Surely, http://www.servicemagic.com/article.show.Austin-Home-Security.14785.html is one option, but there are other common senses methods and check lists that we can post for our neighborhood..

<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

Let us hear from you if you have an interest in pursuing this topic, collaborating in Google documents of other formats.

Your neighbor on Space Lane,

Sammy Amsler

Written Comments from Public Meetings

North Central Community Feedback

who were determined to be not serious "stay away"

1. Meeting date:

	Response Percent	Response Count
July 31	47.5%	19
Aug. 4	**52.5%**	21
	answered question	**40**
	skipped question	**0**

2. Demographics:

	Response Percent	Response Count
ZIP/Postal Code:	**97.5%**	39
Age:	92.5%	37
Sex:	**97.5%**	39
	answered question	**40**
	skipped question	**0**

3. In favor of this location?

	Response Percent	Response Count
Yes	**100.0%**	40
No	0.0%	0
	answered question	**40**
	skipped question	**0**

4. On the north boundary of the property is a grove of trees which will remain in place. Would you as a community member like to have a walking and/or fitness trail put in place as a community resource?

	Response Percent	Response Count
Yes	**57.9%**	22
No	42.1%	16
	answered question	**38**
	skipped question	**2**

5. What about a picnic area with tables?

	Response Percent	Response Count
Yes	48.6%	18
No	**51.4%**	19
	answered question	**37**
	skipped question	**3**

6. The building will have a meeting room that will be able to accommodate 30 people. Would you like to have access to the room to hold meetings?

	Response Percent	Response Count
Yes	**56.4%**	22
No	43.6%	17
	answered question	**39**
	skipped question	**1**

7. There will be a security patrol on site during the Health Center hours of operation. If the building could house a police satellite office would you be in favor of this type of co-location of service?

	Response Percent	Response Count
Yes	**73.0%**	27
No	27.0%	10
answered question		**37**
skipped question		**3**

8. Would you prefer that traffic be limited to entering and exiting the Health Center to Braker Lane only?

	Response Percent	Response Count
Yes	**81.6%**	31
No	18.4%	7
answered question		**38**
skipped question		**2**

9. Are you currently covered by Medicare or Medicaid and in need of a physician?

	Response Percent	Response Count
Yes	26.3%	10
No	**73.7%**	28
answered question		**38**
skipped question		**2**

10. My additional suggestions and ideas follow:

	Response Count
	18
answered question	**18**
skipped question	**22**

July 31, 2008
North Central Community Health Center
Community Feedback Form

Please supply the following information:

Zip code 7[illegible] Age 14 Male___ Female✓

We would like your input regarding how this Health Center facility and property can become a community asset.

Please answer the following questions regarding the Health Center and then use the blank lines to give us further ideas and feedback.

Thank you very much. We appreciate your participation.

On the North boundary of the property is a grove of trees which will remain in place. Would you as a community member like to have a walking and/or fitness trail put in place as a community resource?

✓ Yes ___No

What about a picnic area with tables?

✓ Yes ___No

The building will have a meeting room that will be able to accommodate 30 people. Would you like to have access to the room to hold meetings?

✓ Yes ___No

There will be a security patrol on site during the Health Center hours of operation. If the building could house a police satellite office would you be in favor of this type of co-location of service?

✓ Yes ___No

Would you prefer that traffic be limited to entering and exiting the Health Center to Braker Lane only?

✓ Yes ___No

Are you currently covered by Medicare or Medicaid and in need of a physician?

✓ Yes ___No

Please turn page over to add your suggestions!

July 31, 2008
North Central Community Health Center
Community Feedback Form

My additional suggestions and ideas follow:

I have no objection to ... [illegible] ...
... [illegible] ... pathway ... [illegible] ...
... [illegible] ... of this ... [illegible] ... street.

Thank you again for your feedback.

Aug. 4, 2008
North Central Community Health Center
Community Feedback Form

Please supply the following information:

Zip code 78702 Age 33 Male___ Female ✓

We would like your input regarding how this Health Center facility and property can become a community asset.

Please answer the following questions regarding the Health Center and then use the blank lines to give us further ideas and feedback.

Thank you very much. We appreciate your participation.

On the North boundary of the property is a grove of trees which will remain in place. Would you as a community member like to have a walking and/or fitness trail put in place as a community resource?

✓ Yes ___ No

What about a picnic area with tables?

___ Yes ✓ No

The building will have a meeting room that will be able to accommodate 30 people. Would you like to have access to the room to hold meetings?

✓ Yes ___ No

There will be a security patrol on site during the Health Center hours of operation. If the building could house a police satellite office would you be in favor of this type of co-location of service?

✓ Yes ___ No

Would you prefer that traffic be limited to entering and exiting the Health Center to Braker Lane only?

___ Yes ✓ No

Are you currently covered by Medicare or Medicaid and in need of a physician?

___ Yes ✓ No

Please turn page over to add your suggestions!

Aug. 4, 2008
North Central Community Health Center
Community Feedback Form

My additional suggestions and ideas follow:

I am the social service chair for Vietnamese American Community of Austin TX (VACAT). A big ~~great~~ population of Vietnamese is around this area. I'm sure they will be happy that CHC moves here. I'm willing to spread the news to my community. If you need anything, you can contact me at 826-7192. My name is Quynh.

Thank you again for your feedback.

Aug. 4, 2008
North Central Community Health Center
Community Feedback Form

Please supply the following information:

Zip code 75755 Age 32 Male___ Female✓

We would like your input regarding how this Health Center facility and property can become a community asset.

Please answer the following questions regarding the Health Center and then use the blank lines to give us further ideas and feedback.

Thank you very much. We appreciate your participation.

On the North boundary of the property is a grove of trees which will remain in place. Would you as a community member like to have a walking and/or fitness trail put in place as a community resource?

X Yes ___No

What about a picnic area with tables?

X Yes ___No

The building will have a meeting room that will be able to accommodate 30 people. Would you like to have access to the room to hold meetings?

X Yes ___No

There will be a security patrol on site during the Health Center hours of operation. If the building could house a police satellite office would you be in favor of this type of co-location of service?

__Yes X No

Would you prefer that traffic be limited to entering and exiting the Health Center to Braker Lane only?

__Yes X No

Are you currently covered by Medicare or Medicaid and in need of a physician?

__Yes X No

Please turn page over to add your suggestions!

Aug. 4, 2008
North Central Community Health Center
Community Feedback Form

My additional suggestions and ideas follow:

I think this is a great location for the North Austin community. It's very accessible by foot, by bike, by bus and by car. I think Bradley Lane can definitely handle the car traffic, and I welcome increased traffic on foot, on bike and on bus. It only makes my neighborhood safer to walk and bike in! Also, the building lines proposed would certainly improve the looks of the north side of Bradley.

Thank you again for your feedback.

Aug. 4, 2008
North Central Community Health Center
Community Feedback Form

Please supply the following information:

Zip code 78753 Age 52 Male___ Female ✓

We would like your input regarding how this Health Center facility and property can become a community asset.

Please answer the following questions regarding the Health Center and then use the blank lines to give us further ideas and feedback.

Thank you very much. We appreciate your participation.

On the North boundary of the property is a grove of trees which will remain in place. Would you as a community member like to have a walking and/or fitness trail put in place as a community resource?

✓ Yes ___No

What about a picnic area with tables?

✓ Yes ___No

The building will have a meeting room that will be able to accommodate 30 people. Would you like to have access to the room to hold meetings?

__Yes ✓ No

There will be a security patrol on site during the Health Center hours of operation. If the building could house a police satellite office would you be in favor of this type of co-location of service?

__Yes ✓ No

Would you prefer that traffic be limited to entering and exiting the Health Center to Braker Lane only?

✓ Yes ___No

Are you currently covered by Medicare or Medicaid and in need of a physician?

__Yes ✓ No

Please turn page over to add your suggestions!

Aug. 4, 2008
North Central Community Health Center
Community Feedback Form

My additional suggestions and ideas follow:

I'm not sure why there is so much opposition to this project. It sounds like it has been well planned to serve the health needs.

Please keep the tree buffer.

I support the project.

Thank you again for your feedback.

North Central Community Health Center
Community Feedback Form

Please supply the following information:

Zip code 78758 Age 61 Male ✓ Female ___

We would like your input regarding how this Health Center facility and property can become a community asset.

Please answer the following questions regarding the Health Center and then use the blank lines to give us further ideas and feedback.

Thank you very much. We appreciate your participation.

On the North boundary of the property is a grove of trees which will remain in place. Would you as a community member like to have a walking and/or fitness trail put in place as a community resource?

✓ Yes ___ No

What about a picnic area with tables?

___ Yes ✓ No

The building will have a meeting room that will be able to accommodate 30 people. Would you like to have access to the room to hold meetings?

___ Yes ___ No

There will be a security patrol on site during the Health Center hours of operation. If the building could house a police satellite office would you be in favor of this type of co-location of service?

___ Yes ✓ No

Would you prefer that traffic be limited to entering and exiting the Health Center to Braker Lane only? Not in favor of Health Care!

___ Yes ___ No

Are you currently covered by Medicare or Medicaid and in need of a physician?

___ Yes ✓ No

Please turn page over to add your suggestions!

North Central Community Health Center
Community Feedback Form

Please supply the following information:

Zip code 18758 Age 38 Male___ Female X ON FAIRFIELD

We would like your input regarding how this Health Center facility and property can become a community asset.

Please answer the following questions regarding the Health Center and then use the blank lines to give us further ideas and feedback.

Thank you very much. We appreciate your participation.

On the North boundary of the property is a grove of trees which will remain in place. Would you as a community member like to have a walking and/or fitness trail put in place as a community resource?

___Yes ___No

What about a picnic area with tables?

___Yes X No absolutely not!

The building will have a meeting room that will be able to accommodate 30 people. Would you like to have access to the room to hold meetings?

__Yes X No

There will be a security patrol on site during the Health Center hours of operation. If the building could house a police satellite office would you be in favor of this type of co-location of service?

__Yes ___No If it isn't dangerous why not. Why would you be altering this and then it to buyers

Would you prefer that traffic be limited to entering and exiting the Health Center to Braker Lane only?

__Yes ___No I prefer it not to exist.

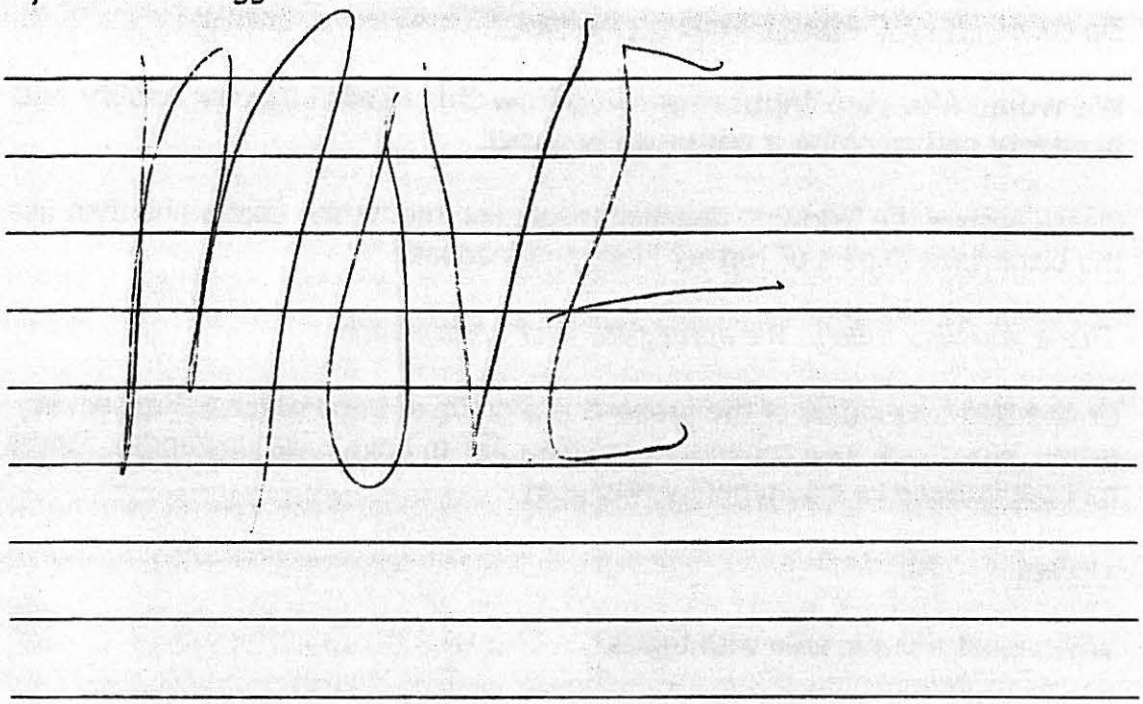
Are you currently covered by Medicare or Medicaid and in need of a physician?

__Yes X No I pay

Please turn page over to add your suggestions!

North Central Community Health Center
Community Feedback Form

My additional suggestions and ideas follow:



Thank you again for your feedback.

North Central Community Health Center
Community Feedback Form

Please supply the following information:

Zip code 78753 Age___ Male___ Female✓

We would like your input regarding how this Health Center facility and property can become a community asset.

Please answer the following questions regarding the Health Center and then use the blank lines to give us further ideas and feedback.

Thank you very much. We appreciate your participation.

On the North boundary of the property is a grove of trees which will remain in place. Would you as a community member like to have a walking and/or fitness trail put in place as a community resource?

___Yes ✓No

What about a picnic area with tables?

___Yes ✓No

The building will have a meeting room that will be able to accommodate 30 people. Would you like to have access to the room to hold meetings?

___Yes ✓No

There will be a security patrol on site during the Health Center hours of operation. If the building could house a police satellite office would you be in favor of this type of co-location of service?

___Yes ✓No

Would you prefer that traffic be limited to entering and exiting the Health Center to Braker Lane only?

___Yes ✓No

Are you currently covered by Medicare or Medicaid and in need of a physician?

___Yes ✓No

Please turn page over to add your suggestions!

North Central Community Health Center
Community Feedback Form

My additional suggestions and ideas follow:

STAY AWAY !

Thank you again for your feedback.

July 31, 2008

North Central Community Health Center
Community Feedback Form

Please supply the following information:

Zip code 79753 Age 61 Male ✓ Female ___

We would like your input regarding how this Health Center facility and property can become a community asset.

Please answer the following questions regarding the Health Center and then use the blank lines to give us further ideas and feedback.

DO NOT PUT THIS FACILITY IN OUR NEIGHBORHOOD !!

Thank you very much. We appreciate your participation.

On the North boundary of the property is a grove of trees which will remain in place. Would you as a community member like to have a walking and/or fitness trail put in place as a community resource?

___ Yes ✓ No

What about a picnic area with tables?

___ Yes ✓ No

The building will have a meeting room that will be able to accommodate 30 people. Would you like to have access to the room to hold meetings?

___ Yes ✓ No

There will be a security patrol on site during the Health Center hours of operation. If the building could house a police satellite office would you be in favor of this type of co-location of service?

___ Yes ✓ No

Would you prefer that traffic be limited to entering and exiting the Health Center to Braker Lane only?

___ Yes ✓ No

Are you currently covered by Medicare or Medicaid and in need of a physician?

___ Yes ✓ No

Please turn page over to add your suggestions!

North Central Community Health Center
Community Feedback Form

My additional suggestions and ideas follow:

DO NOT PUT THIS FACILITY IN THIS NEIGHBORHOOD!

I HAVE BEEN IN THIS AREA SINCE 1955 AND HAVE SEEN IT GO FROM A NICE FAMILY NEIGHBORHOOD TO AN AREA WHERE PEOPLE ARE AFRAID TO GO OUTSIDE AFTER DARK. THE TRAFFIC AND CLASS OF PEOPLE THIS FACILITY WILL ATTRACT WILL CONTRIBUTE TO THE DECLINE OF THIS NEIGHBORHOOD!

Thank you again for your feedback.

North Central Community Health Center
Community Feedback Form

ENTERED 4/48

Please supply the following information:

Zip code 53 Age 63 Male ___ Female ✓

We would like your input regarding how this Health Center facility and property can become a community asset.

Please answer the following questions regarding the Health Center and then use the blank lines to give us further ideas and feedback.

Thank you very much. We appreciate your participation.

On the North boundary of the property is a grove of trees which will remain in place. Would you as a community member like to have a walking and/or fitness trail put in place as a community resource?

___Yes ✓No

What about a picnic area with tables?

___Yes ✓No

The building will have a meeting room that will be able to accommodate 30 people. Would you like to have access to the room to hold meetings?

__Yes ✓__No

There will be a security patrol on site during the Health Center hours of operation. If the building could house a police satellite office would you be in favor of this type of co-location of service?

__Yes ✓No

Would you prefer that traffic be limited to entering and exiting the Health Center to Braker Lane only?

__Yes ✓No

Are you currently covered by Medicare or Medicaid and in need of a physician?

__Yes ✓No

Please turn page over to add your suggestions!

North Central Community Health Center
Community Feedback Form

My additional suggestions and ideas follow:

Please consider another location.
We have had a high crime area
for sometime and do not need
another unsavory element added.

Thank you again for your feedback.

North Central Community Health Center
Community Feedback Form

By 25

Please supply the following information:

Zip code 78238 Age 52 Male ✓ Female__

We would like your input regarding how this Health Center facility and property can become a community asset.

Please answer the following questions regarding the Health Center and then use the blank lines to give us further ideas and feedback.

Thank you very much. We appreciate your participation.

On the North boundary of the property is a grove of trees which will remain in place. Would you as a community member like to have a walking and/or fitness trail put in place as a community resource?

___Yes ✓No

What about a picnic area with tables?

___Yes ✓No

The building will have a meeting room that will be able to accommodate 30 people. Would you like to have access to the room to hold meetings?

__Yes ✓No

There will be a security patrol on site during the Health Center hours of operation. If the building could house a police satellite office would you be in favor of this type of co-location of service?

__Yes ✓No

Would you prefer that traffic be limited to entering and exiting the Health Center to Braker Lane only?

__Yes ✓No

Are you currently covered by Medicare or Medicaid and in need of a physician?

__Yes ✓No

Please turn page over to add your suggestions!

North Central Community Health Center
Community Feedback Form

My additional suggestions and ideas follow:

Get someone who you are
willing to

Thank you again for your feedback.

Communication from Seller

From: [redacted]
Sent: Friday, August 08, 2008 2:29 PM
To: CityPio, Pio; McCracken, Brewster; Shade, Randi; Martinez, Mike [Council Member]; Leffingwell, Lee; Morrison, Laura; Wynn, Will; Cole, Sheryl
Subject: Submitted from City Council web site - 4th Generation Austinite needs your help
Date/Time Submitted: 1429 hours
From: Suzette Smith Boggs

E-mail address: [redacted]

Subject: 4th Generation Austinite needs your help

Comments:

Good afternoon to each of you - my name is Suzette Smith Boggs and I grew up in the house on the property located at 1200 Braker Lane. I am writing this e-mail to each of you in the hopes that you will consider the following and approve the proposed zoning change of 1200 Braker Lane where the Travis County Health District is wanting to build it's new facility.

I realize that you are currently being bombarded by people who oppose this but I would like to give you some background regarding this property so that you will understand why the zoning indeed needs to change.

My Great Grandfather, David Bergen Gracy, purchased the land which is located on what is now Braker Lane in the 1800's. He also started an abstract company in the City of Austin in "1873" which still carries his name to this day and also is the oldest company in Austin to still carry the same name. . .Gracy Title Company.

Upon his death two of his children were willed the Gracy Title Company business, but my Grandfather (Richard Gracy Sr.)was willed the land since he "stuttered" and was not good in business. He later married then he and my Grandmother, Helen Wiginton Gracy, began a dairy farm on the property in the early 1900s. They had two children, Richard Gracy Jr. and Helen Mary Gracy Smith. They each grew up working the farm and eventually both married and built their family homes on the farm as well. (Helen Mary's home is the one currently located at the proposed site for the Travis County Health Center.)

There were eventually 8 grandchildren and we all shared in the daily chores and long, hard work of a dairy farm. My uncle, Richard Gracy Jr. took over the farming as my grandparents aged.

Upon the death of my grandfather the family had no money to pay inheritance taxes to the government and was forced to sell a piece of the property in order to do so. Hence the Gracy Woods Neighborhood began to form.

Our entire family has had a strong work-ethic and a respect for our community and especially the needy and the poor. . .as we grew up with the bare necessities ourselves.

As of this date there are only two pieces of the dairy farm remaining. I want you each to know that this is not a fly-by-night quick sale to make a buck. This is a family who worked the land for over 100 years and has a VERY strong emotional value attached to it.

We have tried to provide a nice establishment for our neighbors residing in the community, but each time that we have a respectable group that will BENEFIT the surrounding neighborhoods, they become enraged and seem to somehow shut down each sale.

They have stopped a fire station, which was eventually built directly across the street, they stopped a nursing home of all things which was something we considered would be fantastic and quiet for this community and provide a peaceful, beautiful setting for them to retire in. They have fought with the service station which occupies the corner of Braker Lane and Parkfield so that they were unable to have a fast food provider sell chicken! Now these groups seem to be going to WAR over a medical facility which will benefit MANY of the people in this region. The folks who are soooo vocal against this endeavor are not the ones who value the work ethic of the underpriveledged or the "low-class" mother who has a sick child or the poor and elderly who desperately need this service.

This community does not realize the effort it takes our family to maintain the property or the high costs of taxes on a commercial property. Our family members constantly have to pick up trash on the property and have to drive trailers with tractors to the property simply to mow.

We are a family who is hard-working and are NATIVE AUSTINITES since the 1800s which represents 5 generations of people who love the City of Austin. We know the North Central Health Center will be beneficial to the OVERWHELMING MAJORITY of the people in this area.

The people fighting so hard against this do not want to stop only the Health Center. . .they do not want ANYTHING in their back yards! If this is turned down, then they will only band together during the next potential sale. They feel that they have ownership over this piece of land which has been in our family for 4 generations! The same groups forced my Grandmother to tear down her 80 year old dairy barn near her home many years ago because they thought it would be dangerous if one of their children "trespassed" on her property and went to the barn. Do you know how frustrating it is to have lived and worked this land for so many years only to have a small vocal group constantly fight what you want to do with your own property? At some point we need someone to help our family say enough is enough. . . and I sincerely hope that each of you will understand our need for your help.

Our family requests that you please APPROVE the zoning change for this piece of land so that we will know that our property, which is so dear to our hearts, will serve a

purpose and help many people in need. We have had morals through they years to make certain a respectable business occupies this land which has been deeply loved for so many generations.

With respect- Suzette Smith Boggs

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
December 18, 2008

Agenda Item 2

Discuss and take appropriate action regarding: (i) proposed leases of community health centers from the City of Austin; (ii) an update on the status of the transfer of the City of Austin Community Care Services Department to the District; and (iii) an update on retirement issues affecting the transitioning City employees.

(Back-Up – City/County Listings - Executive Session)

CCSD Transition
City & County Real Property Transfers/Leases

CITY OF AUSTIN FACILITIES
Transfers/Leases required by Statute and Interlocal Agreement

City Title Transfers:

1. David Powell
2. Montopolis

Leases of clinic portion of City owned facilities:

3. South Austin
4. East Austin
5. Rosewood-Zaragosa
6. ARCH

Leases of clinic portion of City leased facilities

7. Dental Clinic at RBJ (City leases from Austin Geriatric Center)

City-leased facility; District lease effective March 1, 2009

8. Northeast (temporary until new site operational)

Additional City Property to be leased by District:

City owned facilities:

9. RBJ Building 5th floor and common areas
10. A.K. Black (Far North)

TRAVIS COUNTY OWNED FACILITIES
Transfers/Leases required by Statute and Interlocal Agreement

Lease of facility

1. Del Valle
   District will lease from County until new facility is built/acquired.
   District will not acquire title because facility is "temporary" in nature.

Lease of Clinic portion

2. Manor
3. Oak Hill
4. Pflugerville

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
December 18, 2008

Agenda Item 3

Discuss and take appropriate action regarding a Services Agreement between Daughters of Charity Health Services of Austin and the Travis County Healthcare District for housekeeping services at the Red River Community Health Center and a proposal to exempt that Agreement from the District's competitive procurement requirements.
(Back-Up – Memo & Agreement)

travis county HEALTHCARE DISTRICT

Memo:

To: Travis County Healthcare District Board of Managers

From: Larry Wallace, Associate Administrator

CC: Patricia A. Young Brown, Stacy Wilson, Leslee Froehlich, Paul Begnoche

Date: December 9, 2008

Re: Agenda Item #3: Discuss and take appropriate action regarding a Services Agreement between Daughters of Charity Health Services of Austin and the Travis County Healthcare District for housekeeping services at the Red River Community Health Center and a proposal to exempt that Agreement from the District's competitive procurement requirements.

Background

The Travis County Healthcare District (the "District") assumed the lease for the Red River Community Health Center located adjacent to the University Medical Center at Brackenridge campus effective October 1, 2008. With the pending opening and operation of the Red River site, housekeeping services that meet clinical healthcare cleanliness and sanitary standards will be required.

The contract with the Daughters of Charity Health Services of Austin ("Seton") will provide a cost-effective solution. Seton previously provided housekeeping services to the site when it housed the urgent care center and can continue the services to the Red River CHC site. Continuation of the services with Seton is cost effective, given the CHC's proximity to Brackenridge. In addition, Seton has the requisite knowledge, understanding, and experience to ensure that healthcare cleanliness and sanitary standards are met. Given the District's desire to take advantage of the efficiencies that are offered by this solution and the need to have these services in place when the CHC opens in January, staff is requesting that the Board exempt the agreement from the District's competitive procurement requirements. It is anticipated that, after the CCSD transition, housekeeping services will be reviewed globally to determine the best approach for the District and the Central Texas Community Health Centers.

Seton has agreed to the terms of the contract that is attached to this memorandum.

Recommendation

Staff recommends that the Board of Managers exempt the agreement from the District's competitive procurement requirements, approve the proposed agreement, and authorize the District President and CEO to negotiate and execute the agreement on terms similar to those presented or on terms more favorable to the District.

SERVICES AGREEMENT BETWEEN DAUGHTERS OF CHARITY HEALTH SERVICES OF AUSTIN AND THE TRAVIS COUNTY HEALTHCARE DISTRICT

This Services Agreement ("Agreement") is entered into on the 19th day of December, 2008 ("Effective Date") and is entered into by and between Daughters of Charity Health Services of Austin d/b/a Seton Family of Hospitals, a Texas non-profit corporation ("Seton"), and the Travis County Healthcare District, a hospital district created under Chapter 281 of the Texas Health and Safety Code (the "District").

WHEREAS, health services are provided at a facility located at 1215 Red River St, Austin, TX 78701 (the "Facility")to patients for whom the District has an obligation to provide, or arrange for the provision of healthcare services; and

WHEREAS, the District desires to engage Seton to assist in such operation by rendering certain housekeeping services ("Services") pursuant to the terms and conditions provided in this Agreement; and

WHEREAS, Seton desires to perform the Services for the District;

NOW, THEREFORE, and in consideration of the mutual promises contained herein, the parties agree as follows:

1.0 GENERAL DEFINITIONS

1.1 "Board of Managers" means the governing body of the Travis County Healthcare District.

1.2 "Historically Underutilized Business" or "HUB" means any entity or association formed to make a profit in which one or more persons who are educationally or economically disadvantaged because of their identification as members of one of the following groups, African Americans, Hispanic Americans, Asian Pacific Americans, Native Americans, or Women of any ethnicity, have the following rights:

a. own at least fifty-one percent (51%) of all classes of shares or other equitable securities; and

b. have incidents of ownership, including an interest in profit and loss, equivalent to the percentage of capital, equipment, or expertise contributed to the business, where ownership is measured as though the community property interest of a spouse is the separate property of that spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, and his or her community property, and not as if it is subject to the community property interest of the other spouse; and

c. have a proportionate interest and demonstrated active participation in the control, operation, and management of the business's affairs, where control means having recognized ultimate control over all day-to-day decisions affecting the business, and

d. is known to and at least tacitly acknowledged in day-to-day operations by employees of the business and by those with whom business is conducted, and holding a title commensurate with that control.

2.0 SCOPE OF SERVICES

2.1 Seton agrees to provide the Services to District. The nature and scope of the Services is described in more detail in Attachment A to this Agreement, which is hereby incorporated by reference.

2.2 Supplies used by Seton in providing the Services must meet or exceed standards for use in health care facilities. A list of supplies to be used must be submitted to the District for approval prior to the Effective Date.

3.0 SETON CERTIFICATIONS

3.1 Seton certifies that it is a duly-qualified, capable, and bondable business entity or individual; Seton is not in receivership and does not contemplate it; and Seton has not filed for bankruptcy and does not contemplate it. Seton further certifies that it is not currently delinquent with respect to payment of property taxes within the District.

3.2 Seton warrants that all applicable copyrights, patents, and licenses that may exist on materials used in this Agreement have been adhered to and further warrants that the District shall not be liable for any infringement of those rights and that any rights granted to the District shall apply for the duration of the Agreement. Seton shall indemnify the District, its officers, agents, and employees from all claims, losses, damages, causes of action, and liabilities of every kind, including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing licenses, patents, or copyrights applicable to materials used in Seton's performance under this Agreement.

3.3 Certification under this section provides compliance with the certification requirements under 15 C.F.R. part 26, "Government-wide Debarment and Suspension." Seton, by signing this Agreement, hereby certifies that, to the best of its knowledge and belief, it:

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

(b) has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it 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 of State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records; making false statements; or receiving stolen property;

(c) is 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) has 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 Seton is unable to certify to any of the statements in this section, Seton shall provide an explanation of such inability prior to the Effective Date of this Agreement for District's consideration and evaluation, with the understanding that such inability may result in termination of this Agreement by District.

4.0 FEES

4.1 District agrees to pay Seton for the Services as set in more detail in Attachment A.

4.2 Payment shall be made by check or electronic transfer of funds by the District upon satisfactory delivery and acceptance of the goods or services required under this Agreement and submission of a paper invoice to the address below:

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

or submission of an electronic invoice sent to:

TCHD-Finance@traviscountyhd.org.

4.3 At a minimum, invoices shall include: (i) name, address, and telephone number of Seton and similar information if payment is to be made to a different address; (ii) the District contract or purchase order number, if applicable; (iii) identification of service(s) as outlined in the Agreement; (iv) quantity or quantities, applicable unit prices, total prices, and total amount of goods or services provided, as applicable; and (v) payments made under this Agreement to any HUB subcontractor(s); and (vi) any additional payment information which may be called for by the Agreement.

4.4 Before District can process a payment for Seton, Seton must provide the District with an Internal Revenue Form W-9, Request For Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rule and regulations.

5.0 PROMPT PAYMENT ACT

5.1 Chapter 2251 of the Texas Government Code (the "Prompt Payment Act") applies to this Agreement. The Prompt Payment Act requires that District payments be made within thirty (30) calendar days after the latest of the following, unless an exception as specified in section 2251.002, Texas Government Code, applies: (i) the date the District receives goods in compliance with the terms of the Agreement; (ii) the date the performance of services under the Agreement is completed in compliance with the terms of the Agreement; or (iii) the date the District receives at the location designated in the Agreement a correct and proper invoice for the goods or services under this Agreement.

5.2 If the District fails to pay within thirty (30) days of the appropriate event listed above, on the thirty-first (31st) day, a 1% per-month interest penalty must be added at the time payment is made. Contractors must pay their subcontractors and suppliers the same 1% per month interest on bills that Contractors do not pay within ten (10) days. Subcontractors must pay suppliers within ten (10) calendar days after the subcontractor receives payment. Contractors must apply for interest payments if they believe interest was due but not paid.

5.3 Invoices must include all information required in this Agreement and be mailed to the address called for in the Agreement. For purposes of complying with the Prompt Payment Act, time does not begin unless or until all billing instructions have been complied with and proper delivery or performance has been made satisfactorily, whichever is later. The District has twenty-one (21) days after the date the District receives the invoice in which to notify Seton of an error in the invoice. Disputes will be decided at an administrative hearing held by the District or in a court of competent jurisdiction. If no Seton error is found, Seton is entitled to receive interest on the unpaid balance of the invoice calculated from the date on which the invoice was originally overdue under the Prompt Payment Act. If Seton error is found, Seton will submit a corrected invoice, rendering the prior invoice a nullity. Payment will be deemed to have been made on the payment postmark date or date of electronic transmission.

6.0 COVENANT AGAINST CONTINGENT FEES. Seton warrants that no persons have or selling agency has been retained to solicit this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Seton to secure business. For breach or violation of this warranty, the District shall have the right to terminate this

Agreement without liability or, in its discretion and as applicable, to add to or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

7.0 TERM OF CONTRACT

7.1 Terms. This Agreement is for a period of one (1) year, beginning on the Effective Date and ending on December 18, 2009 (the "Initial Term"). After the expiration of the Initial Term, the Agreement shall automatically renew for additional one-year terms unless otherwise terminated in accordance with the provisions of this Agreement. The Initial Term and any renewal term shall be referred to an as "Agreement Term."

7.2 Review. The parties will review the Agreement terms at least semi-annually to determine whether any amendments are necessary. No requested amendment is effective unless it meets the requirements of Section 16.0 herein.

7.3 Holdover. Upon expiration of any Agreement Term, Seton agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to negotiate or award a new contract.

8.0 TERMINATION

8.1 Termination for Default. If either party defaults in the performance of its obligations (including compliance with any covenants) under this Agreement and such default is not cured within thirty (30) days of the receipt of written notice thereof, then the non-defaulting party shall have the right (in addition to any other rights that it may have) by further written notice to terminate the Agreement on any future date that is not less than thirty (30) days from the date of that further notice.

8.2 Termination for Convenience. In addition to, and without restricting any other legal, contractual, or equitable remedies otherwise available, either party may terminate the Agreement without cause by giving the other party at least sixty (60) days written notice.

8.3 Termination for Gratuities. The District may terminate this Agreement if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by Seton or any agent or representative of Seton to any District official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover from Seton at least three times the cost incurred by Seton in providing the gratuities.

8.4 Funding Out. Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the District fails to provide funding for this Agreement for the

following District fiscal year, the District may terminate this Agreement after giving Seton written notice that this Agreement is terminated due to the failure to fund it.

9.0 INDEMNIFICATION AND CLAIMS NOTIFICATION

9.1 Seton's Indemnification. Seton agrees to and shall indemnify and hold harmless District, its officers, agents, and employees from and against any and all claims, losses, damages, negligence, causes of action, suits and liabilities of every kind, whether meritorious or not, including all expenses of litigation, court costs, and reasonable attorney's fees, for injury to or death of any person arising out of Seton's negligence or Seton's intentional acts or omissions or for damage to any property arising out of or in connection with Seton's performance of Services and other obligations under this Agreement. It is the express intention of the parties to this Agreement, both Seton and District, that the indemnity provided for in this Agreement is indemnity by Seton to indemnify and protect District from the consequences of Seton's negligence or Seton's intentional acts or omissions.

9.2 District's Indemnification. To the extent permitted by law, District agrees to and shall indemnify and hold harmless the District, as well as its officers, agents, and employees from and against any and all claims, losses, damages, negligence, causes of action, suits and liabilities of every kind, whether meritorious or not, including all expenses of litigation, court costs, and reasonable attorney's fees, for injury to or death of any person arising out of District's negligence or District's intentional acts or omissions or for damage to any property arising out of or in connection with District's performance of services and other obligations under this Agreement. It is the express intention of the parties to this Agreement that the indemnity provided for in this Agreement is, to the extent permitted by law, indemnity by District to indemnify and protect Seton from the consequences of District's negligence or District's intentional acts or omissions.

9.3 Claims Notification. If either party hereto receives notice or becomes aware of any claim or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against that party and which involves the services provided hereunder, then that party shall give written notice within three (3) working days after being notified of a claim or other action to the other party of: (A) the claim or other action or the threat of it; (B) 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 nay type of action or proceeding; (C) the basis of the claim, action, or proceeding; (D) the court or administrative tribunal, if any, where the claim, action, or proceeding was instituted; and (E) the name or names of any person and/or entity(ies) against whom this claim is being made or threatened. This written notice shall be given in the manner provided in Section 5.7 of this Agreement. Except as otherwise directed, the party receiving the notice shall furnish to the other affected party copies of all pertinent papers received with respect to these claims or actions.

10.0 DISTRICT ACCESS AND AUDIT. During the term of this Agreement and for a period of four (4) years following termination of this Agreement, the District maintains the right to review and audit any of the books and records of Seton relating to Seton's performance and receipt of payments under this Agreement. The District may conduct its review or audit through its own employees, agents, or representatives or through independent external auditors or representatives retained by the District. The District will conduct such review or audit upon reasonable notice to Seton, at its own expense, and during regular business hours. The records shall be retained beyond the fourth year if an audit is in progress, the findings of a completed audit have not been resolved satisfactorily, or litigation involving this Agreement is not finally resolved.

11.0 FEDERAL REVIEW. During the term of the Agreement and for a period of four (4) years following termination of the Agreement, Seton shall make available, upon written request by the U.S. Secretary of Health and Human Services, or upon request by the U.S. Comptroller General, or any of their duly authorized representatives, the contract, and books, documents, and records necessary to certify the nature and extent of the costs of providing services under the Agreement. If Seton carries out any of the duties of the Agreement through a subcontract with a value of $10,000 or more over a twelve (12) month period with a related individual or organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request by the Secretary, or upon request by the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs. This section is included pursuant to and is governed by the requirements of 42 U.S.C. § 1395x.

12.0 CIVIL RIGHTS/ADA COMPLIANCE. Seton shall provide all services and activities required in a manner that would comply 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] even if Seton is not otherwise required to comply with these laws. Seton shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

13.0 SUBCONTRACTS

13.1 Seton shall not enter into any subcontracts for any service or activity relating to the performance of this Agreement without the prior written approval or the prior written waiver of this right of approval from the District. It is acknowledged by Seton that no officer, agent, employee or representative of the District has the authority to grant such approval or waiver unless expressly granted that specific authority by the District Board of Managers.

13.2 If a subcontract is approved, Seton must make a "good faith" effort to take all necessary and reasonable steps to insure that HUBs have a maximum opportunity to be subcontractors under this Agreement. Seton must obtain District approval of all proposed HUB subcontractors. Failure by Seton to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Agreement and may result in termination of this Agreement.

14.0 ***INSURANCE***. Seton shall carry insurance, either through a third-party insurer or through self-insurance, sufficient to provide adequate protection for the Services and/or goods provided under this Agreement.

15.0 ***NOTICES***. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing. The notice is deemed to have been given immediately if delivered in person to the party. The notice is deemed to have been given 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 to whom the notice is to be given at the address set forth in this section.

15.1 District's address for all purposes under this Agreement is:

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

15.2 Seton's address for all purposes under this Agreement is:

Daughters of Charity Health Services of Austin
d/b/a Seton Family of Hospitals
1201 W. 38th St.
Austin, Texas 78705-1056

15.3 Each party may change the address for notice to it by giving notice of the change in compliance with this section.

16.0 ***AMENDMENTS***. This Agreement may be amended only by an instrument in writing that is signed by both parties. Amendments to this Agreement shall be effective as of the date stipulated therein. Seton acknowledges that no District officer, agent, employee, or representative has any authority to amend this Agreement unless expressly granted that specific authority by the District Board of Managers.

17.0 ASSIGNMENT

17.1 Assignment. The District may assign any of its obligations under this Agreement. Seton may assign any of its rights or obligations under this Agreement only with the prior written consent of the District. No official, employee, representative, or agent of the District has the authority to approve any assignment under this Agreement unless that specific authority is expressly granted by the District Board of Managers.

17.2 Successors Bound. The terms, provisions, covenants, obligations and conditions of this Agreement are binding upon and inure to the benefit of the successors-in-interest and the assigns of the parties to this Agreement if the assignment or transfer is made in compliance with the provisions of this Agreement.

17.3 Name Change. If a change of name is required, the District shall be notified immediately. No change in the obligation of or to Seton will be recognized until it is approved by the District.

18.0 FORCE MAJEURE. Neither District nor Seton will be deemed to have breached this Agreement or be held liable for any failure or delay in the performance of all or any portion of its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, boycotts, lock-outs, wars and war operations, acts of terrorism, restraints of government, power or communications line failure or other circumstances beyond such party's control, or by reason of the judgment, ruling, or order of any court or agency of competent jurisdiction, or change of law or regulation (or change in the interpretation thereof) subsequent to the execution of this Agreement.

19.0 NON-WAIVER OF DEFAULT. No waiver by either of the parties hereto of any failure by the other party to keep or perform any provision, covenant, or condition of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, covenant, or condition.

20.0 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS. Each party shall provide the services and activities to be performed under the terms of this Agreement in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement, including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the Americans With Disabilities Act of 1990, Public Law 101-336 [S.993] ("ADA"), the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, and the Medicare/Medicaid Anti-Fraud and Abuse Amendments and the Texas Health & Safety Code Illegal Remuneration Law. No party shall discriminate against any employee, applicant for employment, or plan participant based on race, religion, color, gender, national

origin, age, or handicapped condition. In performance of all services and activities under this Agreement, each party will comply with applicable state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the U. S. Department of Health and Human Services, the Texas Department of State Health Services, or any other state regulatory agency.

21.0 CONSTRUCTION OF CONTRACT

21.1 Law and Venue. The laws of the State of Texas (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Venue for any dispute arising out of this Agreement is in Travis County, Texas.

21.2 Severability. If any portion of this Agreement is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of the Agreement shall remain valid and binding.

21.3 Headings. Headings and titles 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 provision or subsection and shall not be used in construing this Agreement.

21.4 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 period. If the last day of any period falls on a Saturday, Sunday, or a day that the District has declared a holiday for its employees, the last day is the next business day that is not a District holiday.

21.5 Gender and Number. 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.

22.0 ENTIRE CONTRACT. 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.

23.0 NO THIRD-PARTY BENEFICIARY. No provision of this Agreement is intended to benefit any person or entity, nor shall any person or entity not a party to this Agreement have any right to seek to enforce or recover any right or remedy with respect hereto.

24.0 DISPUTE RESOLUTION

24.1 Definition of Dispute. "Dispute" means any and all disagreements, questions, claims, or controversies arising out of or relating to this Agreement, including the validity, construction, meaning, performance, effect, or breach of the Agreement.

24.2 Negotiation. In the event of a Dispute between the parties, the parties shall promptly, amicably, and in good faith attempt to resolve the Dispute through informal negotiations. A disputing party shall give written notice of the Dispute to the other party that shall contain a brief statement of the nature of the Dispute. If the parties are unable to resolve the Dispute within thirty (30) days of the receipt by the adverse party of the written notice of Dispute, the parties may submit to mediation as set forth herein.

24.3 Mediation. If a Dispute arises between the parties that cannot be resolved through negotiation, the parties may submit that Dispute to mediation. The parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

25.0 PUBLIC INFORMATION ACT. The parties acknowledge and agree that the District is subject to the provisions of the Texas Public Information Act ("PIA"). If the District receives a request for disclosure of any information related to the good or services provided under this Agreement or for information provided to the District under this Agreement that constitutes public information under the PIA, the information must qualify for an exception provided by the PIA to be withheld from public disclosure. Seton authorizes the District to submit any information provided under the Agreement or otherwise requested to be disclosed, including information that Seton has labeled as confidential or proprietary, to the Office of the Attorney General for a determination as to whether any such information may be excepted from public disclosure under the PIA. If the District does not have a good faith belief that information may be subject to an exception to disclosure under the PIA, the District is not obligating itself by this Agreement to submit the information to the Attorney General for a determination. The District shall have no obligation or duty to advocate the confidentiality of Seton's material to the Attorney General or to any other person or entity. It is Seton's responsibility and obligation to make any legal argument to the Attorney General or court of competent jurisdiction regarding the exception of the information in question from disclosure. Seton waives any claim against and releases from liability the District, its officers, board members, employees, agents, and attorneys with respect to disclosure of information provided under this Agreement or otherwise created, assembled, maintained, or held by Seton, including that information marked as confidential or

proprietary and determined by the Attorney General or a court of competent jurisdiction to be subject to disclosure under the Act. This section shall survive the termination of this Agreement.

26.0 ***CONFLICT-OF-INTEREST***. Seton shall submit a Conflict-of-Interest Questionnaire ("Questionnaire"), in the form attached hereto as Attachment B, to the District Administrative Coordinator, 1111 E. Cesar Chavez, Suite B, Austin, Texas 78702 within seven (7) business days of signing this Agreement. Seton shall also update the submitted Questionnaire as required by Chapter 176 of the Local Government Code if any statement on the submitted Questionnaire becomes incomplete or inaccurate. In that event, Seton shall submit an updated Questionnaire not later than the seventh (7^{th}) business day after the date of an event that makes a statement in the Questionnaire incomplete or inaccurate with the District Administrative Coordinator.

27.0 ***RECORDS AND CONFIDENTIALITY***. Seton shall maintain information created, sent, or received under this Agreement in accordance with all applicable laws and regulations, including but not limited to the federal Health Information Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, as amended. Attachment B sets out the responsibilities of business associates under HIPAA.

28.0 ***INDEPENDENT CONTRACTOR***. This Agreement does not create and shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. Seton's services are and shall remain throughout the term of this Agreement those of an independent contractor. Seton agrees and understands that Seton is not and shall not be entitled to any of the rights and privileges established for District employees.

29.0 ***ATTACHMENTS***. The attachments to this Agreement are hereby made a part of this Agreement as if set forth verbatim herein and constitute promised performances by the parties in accordance with all terms of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement to be effective as of the Effective Date.

DAUGHTERS OF CHARITY HEALTH SERVICES OF AUSTIN D/B/A SETON FAMILY OF HOSPITALS	**TRAVIS COUNTY HEALTHCARE DISTRICT**
By:_____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT A

SERVICES AND FEES

Housekeeping Services for Facility:

- Clean entire area each day on 3rd shift and provide "on demand" cleaning during 1st and 2nd shift each day. On demand cleaning will include wet spill cleanup, emptying of trash and replacement of paper and soap supplies in restrooms.
- Remove trash and medical waste daily.

Cycle Cleaning:

Floor Care Cleaning:

- Hallways will be spot cleaned as needed each day.
- All corridors will be dust mopped and wet mopped daily.
- All corridors will be scrubbed weekly.
- All corridors and other areas will be deep scrubbed and a protective coating re-applied yearly based on traffic wear and tear.

Waste Disposal:

- Seton Housekeeping will be responsible for contracting for trash and medical waste disposal services.

Contract Price and Billing:

For the services provided by Seton as set forth in this Agreement, the District will pay an amount not-to-exceed $62,630.00 (Sixty-two Thousand, Six Hundred and Thirty Dollars) annually. Seton will present a monthly invoice for the cost of actual labor and supplies used in providing the services required by this Agreement, specifically for the cost of:

- Labor, including fringe and taxes, for the actual hours worked at the Facility.
- Housekeeping supplies and chemicals; and
- Annual floor stripping and refinishing.

All labor charges will be supported by electronic time records.

Seton Housekeeping Services will provide:

- All chemicals required to provide the services outlined in this agreement.

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
December 18, 2008

Agenda Item 4

Approve a proposed Agreement for Specialty Care Services between the Travis County Healthcare District and Daughters of Charity Health Services of Austin d/b/a University Medical Center at Brackenridge.
(Back-Up – Memo & Agreement)

Travis County Healthcare District
Request for Board of Managers Consideration
December 18, 2008

Board of Managers Agenda Item:

4. Approve a proposed Agreement for Specialty Care Services between the Travis County Healthcare District and Daughters of Charity Health Services of Austin d/b/a University Medical Center at Brackenridge.

Recommended Board Action: Approve an agreement between the Travis County Healthcare District (District) and the Daughters of Charity Health Services of Austin d/b/a University Medical Center at Brackenridge (UMCB) for specialty care services in the amount of $300,000 for the initial 12-month period. It is estimated that this will support approximately 3,000 additional specialty care encounters for District clients of the Medical Assistance Program (MAP). Payment per encounter will be at 130% of the Medicare fee schedule for each service.

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

Resource Impact: The requested amount of $300,000 for the initial 12-month period is available in the District's FY09 expansion budget.

Anticipated Result: The approval of this contract will allow the District to provide access to additional specialty care services for MAP clients in FY09.

Background Summary:

Background: The District currently supports the provision of specialty care services for Medical Assistance Program (MAP) enrollees through the Specialty Care Clinic at Brackenridge. These services are supported through payments negotiated as part of the lease agreement. However, due to the high demand for these services the wait time for an appointment is longer than desired. To this end, Seton is establishing additional specialty care capacity within the newly opened Paul Bass Clinic facility. Specialty care services to be provided through this new clinic facility will include gastroenterology, orthopedics, ENT, endocrinology, rheumatology, pulmonology, and cardiology. Each of these services is anticipated to begin January 1, 2009, with the exception of pulmonology and cardiology which will begin at a mutually-agreed upon date.

To track the performance of services under this contract, UMCB will provide a one-time baseline MAP volume report for the current Specialty Care Clinic at Brackenridge. UMCB guarantees that it will continue to see and treat the same volume of MAP patients at the Specialty Clinic at Brackenridge during the term of this Agreement so that the additional specialty care services provided at the Paul Bass Clinic facility will reflect increased access to specialty care for MAP clients.

Board Committee Coordination:

COMMITTEE	CHAIR	COMMENTS	DATE CONSIDERED
Board of Managers	**Carl Richie**		**12/18/08**

AGREEMENT FOR SPECIALTY CARE SERVICES BETWEEN THE TRAVIS COUNTY HEALTHCARE DISTRICT AND DAUGHTERS OF CHARITY HEALTH SERVICES OF AUSTIN D/B/A UNIVERSITY MEDICAL CENTER AT BRACKENRIDGE

This Agreement for Specialty Care Services ("Agreement") is entered into between the Travis County Healthcare District ("District") and Daughters of Charity Health Services of Austin d/b/a University Medical Center at Brackenridge ("UMCB"), effective as of October 1, 2008 (the "Effective Date").

WHEREAS, District desires to increase capacity for specialty care outpatient services, particularly for enrollees of the District Medical Assistance Program ("MAP") ("Eligible Patients") whose medical condition warrants these specialty care services; and

WHEREAS, specialty care services cannot be made available to these Eligible Patients using District staff; and

WHEREAS, UMCB is engaged in the business of arranging for the provision of these services through contractual arrangements and of providing support for these services; and

WHEREAS, District desires to contract with UMCB to provide those specialty care services, and UMCB desire to provide those services;

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

SECTION 1. RESPONSIBILITIES OF UMCB

1.1 **UMCB's Responsibilities.** UMCB shall provide, or arrange for the provision of, professional specialty care medical services, as more specifically defined in Section 2 herein, to Eligible Patients who are referred for such services by District's contracted network of primary care providers including the federally qualified health centers also known as the Community Health Center system. Such services shall be provided at an outpatient specialty care clinic operated by UMCB ("Clinic"). In providing the services specified herein, UMCB shall be responsible for ensuring that all professional medical staff are fully and appropriately suited and qualified to provide the professional specialty care services.

1.1.1 UMCB shall ensure that all physicians providing services under this Agreement are duly licensed to practice medicine in the State of Texas and that they maintain good professional standing during the term of Agreement. Evidence of such licensing shall be submitted to District upon request.

1.1.2 UMCB shall ensure that all medical staff are licensed by the appropriate State of Texas licensing agency. Evidence of such licensing shall be submitted to District upon request.

1.1.3 UMCB shall obtain and maintain all federal, state, and local licenses, certificates, and permits required in connection with the provision of professional specialty care services. Evidence of such licensing shall be submitted to District upon request.

1.1.4 UMCB agrees and warrants that all professional specialty care services performed hereunder shall be consistent with the proper practice of medicine and that such services shall be performed in accordance with the customary rules of ethics and conduct of the State of Texas and applicable professional licensure boards and agencies.

1.1.5 UMCB shall notify District immediately if any professional licensure(s) required under this Agreement is/are restricted, suspended, or revoked.

1.1.6 UMCB shall ensure that services performed by medical staff are consistent with local, state, and federal health care guidelines, standards, statutes, and regulations.

1.1.7 UMCB represents and warrants that each physician performing services under this Agreement:

1.1.7.1 holds a current DEA narcotic registration certificate, where applicable, and a current State narcotics license, where applicable;

1.1.7.2 shall maintain all such licensure, compliance, certification, and registration throughout the term of this Agreement; and

1.1.7.3 is presently Board-certified or Board-eligible in his or her area(s) of practice, if applicable, and that each physician will maintain all required professional credentials and meet all continuing education requirements necessary to retain such Board certification or eligibility.

1.1.8 UMCB shall ensure that all medical residents, nurse practitioners, and physician assistants are supervised in accordance will all applicable laws and regulations when providing services under this Agreement.

1.1.9 UMCB will utilize its facilities to provide specialty care services to Eligible Patients in the Clinic. In providing these facility services, UMCB shall be responsible for ensuring that its Clinic facilities, equipment, and staff are fully and appropriately suited and qualified to provide those services.

1.1.10 UMCB shall obtain and maintain all federal, state, and local licenses, certificates, and permits required in connection with the provision of services under this

Agreement. Evidence of such licensing shall be submitted to District upon request.

1.1.11 UMCB shall notify District immediately if any licensure(s) required under this Agreement is/are restricted, suspended, or revoked.

1.1.12 UMCB shall ensure that services performed by employees, affiliate staff, and medical staff are consistent with local, state, and federal health care guidelines, standards, statutes, and regulations.

1.1.13 The parties agree that no service shall be provided at the Clinic that would violate the current (as of the date of the Original Lease as defined in the Amended and Restated Lease Agreement Relating to Brackenridge Hospital dated as of September 29, 1995 between Travis County Healthcare District and Daughters of Charity Health Services of Austin d/b/a Seton) Ethical and Religious Directives for Catholic Health Care Services, November 1994.

1.2 **Availability of Services.** UMCB shall make available all services required under this Agreement to Eligible Patients pursuant to the clinic schedule attached hereto as Attachment A, with appropriate coverage and/or telephone triage available after normal business hours and on holidays, on a schedule to be mutually agreed upon by the parties. The parties will review and update the schedule as both parties agree is necessary on an annual basis.

1.3 **Records and Confidentiality.** UMCB shall maintain medical and billing records of Eligible Patients in accordance with all applicable laws and regulations, including but not limited to the Health Information Portability and Accountability Act of 1996 (HIPAA), and its implementing regulations, as amended. Attachment B sets out the responsibilities of business associates under HIPAA.

1.4 **Quality**

1.4.1 UMCB warrants that it will maintain an ongoing Quality Assurance/Quality Improvement (QA/QI) program.

1.4.2 Upon request, UMCB shall provide District with access to clinical records of Eligible Patients for review of quality assurance compliance with the provisions of federal, state, and/or local law or regulation.

1.4.3 District may perform quality and utilization reviews/audits upon three (3) business days' notice to UMCB. Access to Eligible Patients' records, including clinical records, financial records, results of patient satisfaction surveys, and information regarding patient complaints and feedback, incident reports, etc., shall be provided to District staff contemporaneously with these reviews/audits. If, during a District review, a utilization trend or quality problem is noted,

UMCB, as applicable, agree to develop a corrective action plan to address that trend or problem and will share that plan with District.

1.4.4 UMCB shall provide suitable space and communication access for District staff to perform on-site reviews in a confidential setting.

1.5 **Complaints.** UMCB shall develop and maintain a process for resolving complaints from Eligible Patients. UMCB shall provide a printed copy of the process to District upon request. UMCB shall monitor grievances and complaints from Eligible Patients on an on-going basis. UMCB shall track and promptly work to resolve any service issues, problems, or complaints regarding services provided under this Agreement.

1.6 **Credentialing.** UMCB will collect, verify, and evaluate the professional credentials and qualifications of licensed individual providers against the criteria, standards, and requirements established by District for providing health care services to Eligible Patients. A credentialing committee will determine whether such individual providers meet these criteria, standards, and requirements prior to the provider being allowed to provide services to Eligible Patients under this Agreement. As permitted by applicable law, UMCB agrees to provide this credentialing information to District upon request.

SECTION 2. SCOPE OF SERVICES

2.1 **General Requirements.** UMCB shall provide all qualified personnel required to provide the professional specialty care services required under this Agreement in the Clinic. UMCB shall also provide Clinic facilities in which the specialty care providers will provide professional specialty care services to Eligible Patients.

2.2 **Specialty Care Services.** The following services shall be provided at the Clinic as outpatient services pursuant to the timeline outlined in the next section: gastroenterology, orthopedics, otolaryngology (ear, nose, and throat), endocrinology, pulmonology, cardiology, and rheumatology. Attachment C, Specialty Care Services, provides a description of the services that must be made available to Eligible Patients.

2.3 **Timeline.** With the exception of pulmonary and cardiology services, UMCB will make all of the specialty care services described in Attachment C fully available to and accessible by Eligible Patients no later than January 1, 2009. UMCB will make pulmonary and cardiology services available as soon as possible on a date mutually agreed upon by the parties.

2.4 **Specialty Care Arrangements.** The Services to be provided under this Agreement shall be in addition to those specialty care services being provided by UMCB in an existing clinic on the UMCB campus ("Current Clinic") as of the Effective Date. The District expects, and UMCB shall ensure, that the Current Clinic's baseline Medical Assistance Program ("MAP") Eligible Patient volume will be maintained throughout the term of the Agreement. UMCB shall provide the baseline MAP Eligible Patient volume as described in Section 2.5.

2.5 **Reports**. UMCB shall provide reports as described herein in an electronic format to be mutually agreed upon by the parties. District may request additional *ad hoc* reports not listed herein, and UMCB agrees to provide such reports as requested.

2.5.1 Baseline MAP Eligible Patient Volume. UMCB shall provide to District a one-time baseline MAP Eligible Patients volume report for the Current Clinic within thirty (30) days following the Effective Date. That report must include the following information for the 12-month period prior to the Effective Date:

- All specialties listed in Attachment C;
- All MAP Eligible Patients;
- All MAP Eligible Patient visits;
- Month-by-month totals and percentages by specialty for MAP Eligible Patients; and
- Cumulative totals and percentages by specialty for MAP Eligible Patients.

2.5.2 Quarterly Activity Report. UMCB shall provide to District on-going quarterly activity reports of the Current Clinic and the Clinic within thirty (30) days following the end of the quarters ending March 31, June 30, September 30, and December 31. Each quarterly report must include the following information for the three-month period ending on the stated dates:

- All specialties listed in Attachment C;
- All MAP Eligible Patients;
- All MAP Eligible Patient visits;
- Month-by-month totals and percentages by specialty for MAP Eligible Patients;
- Quarterly totals and percentages by specialty for MAP Eligible Patients; and
- To-date cumulative totals and percentages by specialty for MAP Eligible Patients.

2.6 **Performance Guarantee.** UMCB guarantees that it will continue to see and treat the same volume of Eligible Patients at the Current Clinic during the Agreement Term as are set out in the baseline MAP Eligible Patient volume report. UMCB agrees that it will submit claims under this Agreement only for Eligible Patients over and above the baseline MAP Eligible Patient volume. District will monitor claims data to ensure that the claims meet the claims submission criteria. For each claim for an Eligible Patient that does not meet the claims submission criteria, District will either offset the amount of such claim against future payments due to UMCB or invoice UMCB for the overpayment, at District's sole discretion.

2.7 **Number of Eligible Patients.** District does not guarantee that any specific number of Eligible Patients will access services under this Agreement.

2.8 **Appointments.** UMCB shall provide Eligible Patients with timely appointments.

2.9 **Appointment Reminders.** UMCB will remind Eligible Patients of their appointment at least 48 hours in advance of the appointment. UMCB will track Eligible Patients' no-show rate and provide that data to District upon request.

2.10 **Co-payments.** UMCB shall collect Co-payments pursuant to the terms of this section. A "Co-payment" means the fee that an Eligible Patient is obligated to pay to UMCB under the MAP guidelines as established by the District Board of Managers for each face-to-face meeting between an Eligible Patient and a provider. For some Eligible Patients, the Co-payment may be Zero Dollars ($0.00). As of the Effective Date, except for those Eligible Patients who have a $0.00 Co-payment, the Co-payment is Ten Dollars ($10.00); said fee will automatically be amended under this Agreement to match any fee set by the District Board of Managers during the term(s) of this Agreement. District will attempt to notify UMCB in writing at least thirty (30) days in advance of the Co-payment increase. However, District is not responsible for any loss of revenue by UMCB due to the increased Co-payment amount if the increase goes into effect less than thirty (30) days from the date of District's notice to UMCB.

2.10.1 UMCB shall collect from each Eligible Patient a Co-payment of $10.00 (or such rate as is set and approved by the District Board of Managers), unless the patient's Co-payment is $0.00, at each face-to-face meeting with a provider. The Co-payment may be collected from or billed directly to the patient.

2.10.2 UMCB shall not deny services to any Eligible Patient who is unable to submit the full Co-payment at the time of service.

2.10.3 UMCB may offer Eligible Patients who are unable to submit the full Co-payment at the time of service the option to work out a payment schedule.

2.10.4 UMCB shall not bill an Eligible Patient and shall not permit any contracted provider to bill an Eligible Patient for any difference between the customary cost of services and prices that have been agreed to pursuant to this Agreement, except for the Co-payment as provided herein.

2.11 **Equipment.** UMCB shall periodically test, calibrate, and adjust all equipment used in the provision of services under this Agreement as necessary to ensure the equipment's proper and accurate operation.

SECTION 3. PAYMENT

3.1 **General Provisions.** District shall pay UMCB for professional specialty care services provided to Eligible Patients in the Clinic at a rate of 130% of the Medicare fee schedule prevailing at the time the services are rendered. UMCB will, in turn, pay the appropriate specialty care provider for providing professional specialty care services to Eligible Patients pursuant to the terms of a separate agreement between UMCB and the provider.

The parties understand that each separate agreement between UMCB and the provider sets out the compensation arrangement between UMCB and the provider, and UMCB agrees and acknowledges that it is receiving sufficient consideration under this Agreement for providing all services. The parties have estimated that provision of specialty care services in the Clinic by UMCB as specified in the Section 2 of this Agreement during the Initial Term will result in service fees up to $300,000 (Three Hundred Thousand Dollars) (the "Initial Cap"). However, the parties recognize that the Initial Cap may be exceeded during the Initial Term based on actual utilization. If UMCB reasonably foresees that utilization will cause the fees to exceed the Initial Cap during the Initial Term, UMCB shall notify District of this possibility immediately pursuant to Section 5.7. The parties will then negotiate to determine whether to amend the estimated fee amount provided in this Section 3.1 or to take other steps as agreed upon by the parties. No fees above the Initial Cap will be payable by District during the Initial Term unless the parties amend the Agreement pursuant to Section 5.11 to address this issue. District's obligation is payable only and solely from current funds available for payment of services provided under this Agreement. UMCB agrees to and will include in its contracts with specialty care providers language under which each provider agrees and acknowledges that District's payment to UMCB for professional specialty care services completely satisfies any payment obligation that District may owe to these providers under this Agreement, and these providers agree that District is not liable for any failure of UMCB to remit payments due to them. These providers shall have no recourse against District for UMCB's failure to pay these providers for the services rendered pursuant to this Agreement. UMCB agrees to and shall indemnify and hold harmless District, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, whether meritorious or not, including all expenses of litigation, court costs, and reasonable attorney's fees instituted by any provider seeking payment for services provided under this Agreement. This indemnification will survive termination of this Agreement.

3.2 **Invoices.** UMCB shall submit to District a separate and complete CMS 1500 form and/or a UB-04 form for each Eligible Patient to whom services are provided within fifteen (15) calendar days after the close of the month in which services are provided. UMCB shall make its best effort to submit electronic claims through Availity (claims clearinghouse) under payer ID # TCHD1.

3.2.1 UMCB shall submit a separate and complete CMS 1500 claim for each Eligible Patient to whom services are provided. UMCB shall make its best effort to submit documentation using electronic data interchange. At a minimum, data on each CMS 1500 claim shall include the following information in a HIPAA-compliant format for each Eligible Patient:

- ID number
- Name
- Date of birth
- Residence address
- Date of service

- Procedures/services provided (CPT)
- Modifiers
- Diagnosis (ICD-9)
- Fee for each procedure/service provided

3.2.2 UMCB must submit final claims for services rendered during an Agreement Term to District within sixty (60) calendar days after the expiration date of that Agreement Term. If this Agreement is terminated prior to the expiration date of any Agreement Term, UMCB must submit final claims for services rendered during that abbreviated Agreement Term to District within sixty (60) calendar days after the Termination Date. District shall have no obligation to pay claims or bills received after the date specified in this subsection. Additionally, the contracted providers shall have no recourse against District should UMCB submit claims for professional specialty care services after the claims submission deadline.

3.3 **W-9 Taxpayer Identification Form.** UMCB shall provide District with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations. UMCB understands that this W-9 Form must be provided to District before any funds are payable under this Agreement. If there are any changes in the W-9 Form during the term of the Agreement, UMCB will immediately provide District with a new and correct W-9 Form.

3.4 **Prompt Payment Act**

3.4.1 Chapter 2251 of the Texas Government Code (the "Prompt Payment Act") applies to this Agreement. The Prompt Payment Act requires that District payments be made within forty-five (45) calendar days after the latest of the following, unless an exception as specified in section 2251.002, Texas Government Code, applies: (i) the date District receives goods in compliance with the terms of the Agreement; (ii) the date the performance of services under the Agreement is completed in compliance with the terms of the Agreement; or (iii) the date District receives at the location designated in the Agreement a correct and proper invoice for the goods or services under this Agreement.

3.4.2 If District fails to pay within forty-five (45) days of the appropriate event listed above, on the forty-sixth (46^{th}) day, a 1% per-month interest penalty must be added at the time payment is made. UMCB must pay its subcontractors and suppliers the same 1% per month interest on bills that UMCB does not pay within ten (10) days. Subcontractors must pay suppliers within ten (10) calendar days after the subcontractor receives payment. UMCB must apply for interest payments if it believes interest was due but not paid.

3.4.3 Invoices must include all information required in this Agreement and be mailed to the address called for in the Agreement. For purposes of complying with the

Prompt Payment Act, time does not begin unless or until all billing instructions have been complied with and proper delivery or performance has been made satisfactorily, whichever is later. District has twenty-one (21) days after the date District receives the invoice in which to notify UMCB of an error in the invoice. Disputes will be decided at an administrative hearing held by District or in a court of competent jurisdiction. If no UMCB error is found, UMCB is entitled to receive interest on the unpaid balance of the invoice calculated from the date on which the invoice was originally overdue under the Prompt Payment Act. If UMCB error is found, UMCB will submit a corrected invoice, rendering the prior invoice a nullity. Payment will be deemed to have been made on the payment postmark date or date of electronic transmission.

3.5 **Remittance Advices.** District will provide to UMCB, within the timeframe described above in Section 3.4.2, a "remittance advice" that describes each claim with a status of paid or denied.

3.5.1 UMCB may appeal a denied claim by submitting an appeal in writing within 180 days of the date of the Remittance Advice to:

TCHD MAP
P.O. Box 14447
Austin, Texas 78761-4447

Appeals submitted after the 180-day period specified in this section will be denied.

3.5.2 UMCB shall accept payment from District (with any Co-payment made by an Eligible Patient) as payment in full for services rendered under this Agreement and shall not bill Eligible Patients for services provided under this Agreement. UMCB will include language in its contract(s) with specialty care providers who provide services under this Agreement that these providers cannot bill Eligible Patients for services rendered under this Agreement.

3.5.3 If UMCB determines that an Eligible Patient is or becomes eligible for Medicare, Medicaid, private insurance, or other funding source(s) ("Alternate Coverage"), it shall notify District in writing within 30 days of such determination, and:

3.5.3.1 District will cease to be responsible for payment to UMCB for service(s) as of the effective date of the Alternate Coverage; and

3.5.3.2 UMCB, as appropriate, shall bill the source of Alternate Coverage and shall accept payment from same as payment in full.

3.5.4 UMCB acknowledges and agrees that District shall not be responsible for payment:

3.5.4.1 of co-payments or deductibles required by Alternate Sources;

3.5.4.2 if the Eligible Patient has been admitted to a nursing home or institutional facility;

3.5.4.3 if UMCB has been notified by District of the Eligible Patient's ineligibility for services; and/or

3.5.4.4 if UMCB has not maintained licensure, certifications, and/or liability insurance, or has not met other required standards and obligations under this Agreement.

SECTION 4. TERM AND TERMINATION

4.1 **Term.** This Agreement shall become effective on October 1, 2008, and shall expire on September 30, 2009 ("Initial Term").

4.2 **Extensions.** This Agreement may be extended for up to four (4) additional twelve (12) month periods upon written agreement by all parties (each a "Renewal Term"). The parties agree to begin negotiating as to whether such an extension should be executed no later than one hundred and twenty (120) days prior to the termination date of the Agreement Term. If any party determines that it wants to terminate the Agreement, that party will notify the other parties at least ninety (90) days prior to the designated termination date. The parties acknowledge that, in order to provide at least ninety (90) days notice of termination, the Agreement may need to be extended to encompass the entirety of the 90-day notice period. The Initial Term and any Renewal Term shall be referred to as an "Agreement Term."

4.3 **Holdover.** Upon expiration of any Agreement Term, UMCB agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to negotiate or award a new contract for the services encompassed by this Agreement.

4.4 **Termination without Cause.** Any party shall have the right to terminate this Agreement, in whole or in part, without cause, at any time upon sixty (60) days prior written notice to the other parties. Upon receipt of a notice of termination, the other parties shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. District shall pay UMCB, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination if the terms of this Agreement are met.

4.5 **Termination for Cause**. If either party defaults in the performance of its obligations (including compliance with any covenants) under this Agreement and such default is not cured within thirty (30) days of the receipt of written notice thereof, then the non-

defaulting party shall have the right (in addition to any other rights that it may have) by further written notice to terminate the Agreement on any future date that is not less than thirty (30) days from the date of that further notice.

4.6 **Funding-Out.** Despite anything to the contrary in this Agreement, if, during budget planning and adoption, District fails to provide funding for this Agreement for the following District fiscal year, District may terminate this Agreement after using its best efforts to provide UMCB thirty (30) days written notice that this Agreement is terminated due to the failure to fund it. If District is aware during the budget preparation that there is potential for loss of funding, District will alert UMCB of this possibility.

4.7 **Gratuities.** District may terminate this Agreement if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by UMCB or any UMCB agent or representative to any District official or employee for the purpose of attempting to secure favorable treatment with respect to this Agreement. If this Agreement is terminated by District pursuant to this provision, District shall be entitled, in addition to any other rights and remedies, to recover from UMCB at least three (3) times the cost incurred by UMCB in providing the gratuities.

SECTION 5. MISCELLANEOUS

5.1 **Compliance with Federal, State, and Local Laws.** Each party shall provide the services and activities performed under the terms of this Agreement in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement, including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the Americans With Disabilities Act of 1990, Public Law 101-336 [S.993] ("ADA"), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. No party shall discriminate against any employee, applicant for employment, or Eligible Patient based on race, religion, color, gender, national origin, age, or handicapped condition. In performance of all Agreement services and activities, each party will comply with applicable state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the U. S. Department of Health and Human Services, the Texas Department of State Health Services, or any other state regulatory agency.

5.2 **Insurance.**

5.2.1 General Requirements

5.2.1.1 UMCB shall, at a minimum, carry insurance in the types and amounts indicated below for the duration of the Agreement.

5.2.1.2 UMCB shall forward certificates of insurance with the endorsements required below, or proof of self-funded medical liability coverage

policy, as the case may be, to District as verification of coverage within fourteen (14) calendar days after the Effective Date, unless otherwise specified by District. UMCB shall each provide new certificates within ten (10) working days of any renewal term of this Agreement.

5.2.1.3 UMCB shall not commence work until the required insurance is obtained and has been reviewed by District. Approval of insurance by District shall not relieve or decrease the liability of UMCB hereunder and shall not be construed to be a limitation of liability on the part of UMCB.

5.2.1.4 UMCB must submit certificates of insurance to District for all subcontractors prior to subcontractors commencing work on the project.

5.2.1.5 UMCB's and all subcontractors' insurance coverage shall be provided through a funded self-insurance program or written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.2.1.6 If insurance policies are written for less than the amounts specified below, UMCB shall carry umbrella or excess liability insurance for any differences between the amounts specified and the actual coverage amounts. If excess liability insurance is provided, it shall follow the form of the primary coverage.

5.2.1.7 District shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any such policies.

5.2.1.8 District reserves the right to review the insurance requirements set forth during the effective period of this Agreement and to request reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by District based upon changes in statutory law, court decisions, the claims history of the industry, or financial condition of the insurance company. District shall not be responsible for any failure by UMCB to comply with a District request under this section that results in a loss to UMCB under this Agreement or as a result of services provided pursuant to this Agreement.

5.2.1.9 UMCB shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.

5.2.1.10 UMCB shall be responsible for premiums, deductibles, and self-insured retentions, if any, stated in the policies.

5.2.1.11 UMCB shall provide District thirty (30) days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

5.2.1.12 The insurance coverages specified below are required minimums and are not intended to limit the responsibility or liability of UMCB.

5.2.1.13 Acceptance of insurance by District shall not relieve or decrease the liability of UMCB with regard to its responsibilities under this Agreement and shall not be construed to a limitation of liability.

5.2.2 Specific Requirements

5.2.2.1 Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are $500,000 for coverages A and B. The policy shall contain the following provisions:

- Blanket contractual liability coverage for liability assumed under this Agreement; and
- Independent Contractor's Coverage.

5.2.2.2 Professional Liability. UMCB shall provide professional liability coverage, at a minimum limit of $1,000,000 per occurrence and $3,000,000 aggregate coverage, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement. UMCB shall ensure that any medical residents providing services under this Agreement submit copies of their own student insurance, which shall be subject to District's approval. UMCB shall provide copies of its self-funded medical liability plan to District for District's approval. If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the Agreement.

5.3 **INDEMNITY**

5.3.1 UMCB's Indemnification. UMCB agrees to and shall indemnify and hold harmless District, its officers, agents, and employees from and against any and all claims, losses, damages, negligence, causes of action, suits and liabilities of every

kind, whether meritorious or not, including all expenses of litigation, court costs, and reasonable attorney's fees, for injury to or death of any person arising out of UMCB's negligence or UMCB's intentional acts or omissions or for damage to any property arising out of or in connection with UMCB's performance of services and other obligations under this Agreement. It is the express intention of the parties to this Agreement, both UMCB and District, that the indemnity provided for in this Agreement is indemnity by UMCB to indemnify and protect District from the consequences of UMCB's negligence or UMCB's intentional acts or omissions.

5.3.2 District's Indemnification. To the extent permitted by law, District agrees to and shall indemnify and hold harmless UMCB, as well as its officers, agents, and employees from and against any and all claims, losses, damages, negligence, causes of action, suits and liabilities of every kind, whether meritorious or not, including all expenses of litigation, court costs, and reasonable attorney's fees, for injury to or death of any person arising out of District's negligence or District's intentional acts or omissions or for damage to any property arising out of or in connection with District's performance of services and other obligations under this Agreement. It is the express intention of the parties to this Agreement that the indemnity provided for in this Agreement is, to the extent permitted by law, indemnity by District to indemnify and protect UMCB from the consequences of District's negligence or District's intentional acts or omissions.

5.3.4 Claims Notification. If either party hereto receives notice or becomes aware of any claim or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against that party and which involves the services provided hereunder, then that party shall give written notice within three (3) working days after being notified of a claim or other action to the other party of: (A) the claim or other action or the threat of it; (B) 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 nay type of action or proceeding; (C) the basis of the claim, action, or proceeding; (D) the court or administrative tribunal, if any, where the claim, action, or proceeding was instituted; and (E) the name or names of any person and/or entity(ies) against whom this claim is being made or threatened. This written notice shall be given in the manner provided in Section 5.7 of this Agreement. Except as otherwise directed, the party receiving the notice shall furnish to the other affected party copies of all pertinent papers received with respect to these claims or actions.

5.5 **Right to Audit.** UMCB shall maintain and make available for inspection, audit, and/or reproduction by any authorized representative of District, or any other governmental agency, books, documents, and other evidence pertinent to the costs and expenses of this Agreement. Within seventy-two (72) hours of the receipt of notification that an audit will be made, all materials requested shall be made available to District's authorized representatives. All records pertinent to the performance of this Agreement shall be

maintained by UMCB until an audit is completed and all questions arising there from are resolved or four (4) years after termination of this Agreement, whichever occurs first, unless a longer retention period is required by law; except that records will be retained beyond the fourth year if an audit is in progress, and/or the findings of a completed audit have not been satisfactorily resolved, and/or litigation involving this Agreement or the Services provided hereunder is still pending.

5.6 **Independent Contractor.** This Agreement does not create and shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. UMCB's services are and shall remain throughout the term of this Agreement those of an independent contractor. UMCB agrees and understands that it is not and shall not be entitled to any of the rights and privileges established for District employees.

5.7 **Notices.** Any notice or other communication by one party to any other party shall be in writing and shall be given, and be deemed to have been given, if either delivered personally or mailed, postage prepaid, registered or certified, return receipt requested, addressed as follows:

To District: Travis County Healthcare District
Attention: Patricia A. Young Brown (or her successor)
1111 E. Cesar Chavez, Suite B
Austin, Texas 78702

To UMCB: University Medical Center at Brackenridge
Attention: Bruce Broslat (or his successor)
601 E. 15th Street
Austin, Texas 78701

5.8 **Attachments**. The attachments to this Agreement are hereby made a part of this Agreement as if set forth verbatim herein and constitute promised performances by the parties in accordance with all terms of this Agreement.

5.9 **Assignment-Delegation.** The Agreement shall be binding upon and inure to the benefit of District and UMCB and their respective successors and assigns. UMCB may not assign or transfer any of its rights or obligations under the Agreement without the prior written consent of District. District may make such assignment or transfer upon providing not less than thirty (30) days written notice to UMCB. The Agreement is not intended to confer rights or benefits on any person, firm, or entity not a party hereto, it being the intention of the parties that there be no third-party beneficiaries to the Agreement.

5.10 **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

5.11 **Amendments.** This Agreement can be amended only by a writing signed by both parties. No pre-printed or similar terms on any UMCB invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement. UMCB acknowledges that no officer, agent, employee, or representative of District has any authority to change the terms of this Agreement or any attachments to it unless expressly granted that authority by the Board of Managers under a specific provision of this Agreement or by separate action of the Board of Managers.

5.12 **Force Majeure.** No party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while, and to the extent such default or delay is caused by acts of God, acts of domestic or foreign terrorism, fires, floods, riots, sabotage, strikes, or any other cause beyond the reasonable control of such party. Force majeure does not include economic or market conditions that affect a party's cost but not its ability to perform. The party invoking force majeure shall give prompt, timely, and adequate notice to the other party by facsimile transmission or by telephone confirmed promptly thereafter in writing and shall use due diligence to remedy the event of force majeure as soon as reasonably possible. In the event of default or delay in Agreement performance due to any of the foregoing causes, then the time for completion of the service(s) will be extended by a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.13 **Subcontracts.**

5.13.1 Prior Approval Required. With the exception of providers who are or will be contracted to perform professional specialty care services under this Agreement, UMCB shall not enter into any subcontracts for any service or activity relating to the performance of this Agreement without the prior written approval or the prior written waiver of this right of approval from District. To the extent that UMCB have existing subcontracts as of the Effective Date of this Agreement, those subcontracts are hereby approved.

5.13.2 HUB Subcontracting. If a subcontract is approved, UMCB must each make a "good faith" effort to take all necessary and reasonable steps to insure that HUBs have a maximum opportunity to be subcontractors under this Agreement. UMCB must obtain District approval of all proposed HUB subcontractors. Failure by UMCB to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Agreement and may result in termination of this Agreement.

5.13.3 HUB Defined. "Historically Underutilized Business" or "HUB" means any entity or association formed to make a profit in which one (1) or more persons who are educationally or economically disadvantaged because of their identification as members of one of the following groups: African Americans, Hispanic Americans, Asian Pacific Americans, Native Americans, or women of any ethnicity have the following rights:

5.13.3.1 own at least fifty-one percent (51%) of all classes of shares or other equitable securities and have incidents of ownership, including an interest in profit and loss, equivalent to the percentage of capital, equipment or expertise contributed to the business, where ownership is measured as though the community property interest of a spouse is the separate property of that spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse and his or her community property, and not as if it is subject to the community property interest of the other spouse; and

5.13.3.2 have a proportionate interest and demonstrated active participation in the control, operation and management of the business's affairs, where control means having recognized ultimate control over all day-to-day decisions affecting the business and is known to, and at least tacitly acknowledged in day-to-day operations by employees of the business and by those with whom business is conducted, and holding a title commensurate with that control.

5.14 **Contingent Fees.** UMCB warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, District shall have the right, in addition to any other right or rights, to cancel this Agreement without liability and to deduct from the agreement price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.15 **Rights, Copyrights, Patents, and Licenses.** UMCB warrants and agrees that: (a) all applicable copyrights, patents, and licenses that may exist on materials used in this Agreement have been adhered to; (b) District shall not be liable for any infringement of those rights; and (c) any rights granted to District shall apply for the duration of this Agreement. UMCB agrees to indemnify District, its officers, agents, and employees from all claims, losses, damages, causes of action and liability of every kind, including expenses of litigation and court costs and attorney's fees for damages to any person or property arising in connection with any alleged or actual infringement of existing licenses, patents, or copyrights applicable to material used in this Agreement.

5.16 **Authority to Obligate District.** UMCB each acknowledge that no District officer, agent, employee, or representative other than the Board of Managers has any authority to sign any document obligating District unless expressly granted that authority by the Board of Managers under a specific provision of this Agreement or by separate action by the Board of Managers.

5.17 **Payment of Taxes.** UMCB acknowledges and agrees that neither federal, state, nor local income tax, nor payroll tax of any kind will be withheld or paid by District on behalf of UMCB and/or its employees. UMCB and its employees will not be treated as District employees with respect to the services performed under the terms and conditions of this Agreement for federal and state tax purposes. UMCB accepts responsibility for the

compensation of its employees, withholding and payment of taxes, and for purchasing any liability, disability, or health insurance coverage deemed necessary by UMCB. UMCB understands that it is responsible for paying, according to the law, its income tax. If UMCB is not a corporation, it further understands that it may be liable for self-employment (social security) tax to be paid by it according to law.

5.18 **Debarment, Suspension and Other Responsibility Matters.** Certification under this Section 5.18 provides for compliance with certification requirements under 15 C.F.R. Part 26, "Government-wide Debarment and Suspension." UMCB, by signing this Agreement, hereby certifies that, to the best of its knowledge and belief, it:

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

(b) has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it 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 of State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;

(c) is 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) has 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 UMCB is unable to certify to any of the statements in this Section 5.18, UMCB shall provide an explanation of such inability prior to the Effective Date of this Agreement for District's consideration and evaluation, with the understanding that such inability may result in termination of this Agreement by District.

5.19 **Conflict-of-Interest Questionnaire.** UMCB shall complete the Conflict-of-Interest Questionnaire ("Questionnaire") attached to this Agreement as Attachment D and submit it together with the signed Agreement. If any statement on the submitted Questionnaire becomes incomplete or inaccurate, UMCB shall submit an updated Questionnaire to the District Administrative Coordinator at the address set out in Section 5.7 not later than the seventh (7^{th}) business day after the date of an event that makes a statement in the Questionnaire incomplete or inaccurate.

5.20 **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice, or disturb the validity of the remainder of this Agreement, which shall be in full force and effect and enforceable in accordance with its terms.

5.21 **Jurisdiction and Venue.** The laws of the State of Texas (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Venue for any dispute arising out of this Agreement is in Travis County, Texas.

5.22 **Entire Agreement.** This Agreement supersedes all previous representations or contracts and constitutes the entire agreement between the parties regarding the subject matter hereof. All prior representations or agreements regarding the subject matter hereof, whether written or verbal, not expressly incorporated herein are superseded, and no changes in or additions to this Agreement shall be recognized unless and until made in writing and signed by both parties hereto.

5.23 **Public Information Act.** The parties acknowledge and agree that District is subject to the provisions of the Texas Public Information Act ("PIA"). If District receives a request for disclosure of any information related to the good or services provided under this Agreement or for information provided to District under this Agreement that constitutes a record under the PIA, the information must qualify for an exception provided by the PIA to be withheld from public disclosure. UMCB authorizes District to submit any information provided under the Agreement or otherwise requested to be disclosed, including information that UMCB has labeled as confidential or proprietary, to the Office of the Attorney General for a determination as to whether any such information may be excepted from public disclosure under the PIA. If District does not have a good faith belief that information may be subject to an exception to disclosure under the PIA, District is not obligating itself by this Agreement to submit the information to the Attorney General for a determination. District shall have no obligation or duty to advocate the confidentiality of UMCB's material to the Attorney General or to any other person or entity. It is UMCB's responsibility and obligation to make any legal argument to the Attorney General or court of competent jurisdiction regarding the exception of the information in question from disclosure. UMCB waives any claim against and releases from liability District, its officers, board members, employees, agents, and attorneys with respect to disclosure of information provided under this Agreement or otherwise created, assembled, maintained, or held by UMCB, including that information marked as confidential or proprietary and determined by the Attorney General or a court of competent jurisdiction to be subject to disclosure under the Act. This section shall survive the termination of this Agreement.

5.24 **Dispute Resolution**

5.24.1 Definition of Dispute. "Dispute" means any and all disagreements, questions, claims, or controversies arising out of or relating to this Agreement, including the validity, construction, meaning, performance, effect, or breach of the Agreement.

5.24.2 Negotiation. In the event of a Dispute among the parties, the parties shall promptly, amicably, and in good faith attempt to resolve the Dispute through informal negotiations. A disputing party shall give written notice of the Dispute to the other parties that shall contain a brief statement of the nature of the Dispute. If the parties are unable to resolve the Dispute within thirty (30) days of the receipt by the adverse party of the written notice of Dispute, the parties may submit to mediation as set forth herein.

5.24.3 Mediation. If a Dispute arises among the parties that cannot be resolved through negotiation, the parties may submit that Dispute to mediation. The parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless all parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

5.25 **Headings.** Headings and titles 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 provision or subsection and shall not be used in construing this Agreement.

5.26 **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 period. If the last day of any period falls on a Saturday, Sunday, or a day that /District has declared a holiday for its employees, the last day is the next business day that is not a District holiday.

5.27 **Gender and Number.** 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.

IN WITNESS WHEREOF, the parties have duly executed this Agreement to be effective on the Effective Date.

DAUGHTERS OF CHARITY HEALTH SERVICES OF AUSTIN D/B/A UNIVERSITY MEDICAL CENTER AT BRACKENRIDGE

_____
Greg Hartman

_____
Title

_____
Date

TRAVIS COUNTY HEALTHCARE DISTRICT

_____
Patricia A. Young Brown
President and CEO

_____
Date

Attachment A

Current Frequency of Specialty Clinics

Name of Clinic	Frequency
GI	3 times per month
ENT	1.5 times per month
Orthopedics	4 times per month
Endocrine	2 times per month
Rheumatology	2 times per month
Cardiology	2 times per month
Pulmonary	2 times per month 8 months out of the year

ATTACHMENT B

CONFIDENTIALITY OF PATIENT INFORMATION FOR BUSINESS ASSOCIATES

For purposes of this Attachment, District is hereby referred to as "Recipient."

In performing the services hereunder, Recipient may receive from UMCB, or create or receive on behalf of UMCB, or transmit electronically, patient healthcare, billing, or other confidential patient information (hereinafter collectively referred to as "Patient Information"). Patient Information, as the term is used herein, includes all "Protected Health Information," as that term is defined in 45 C.F.R. § 164.501. Recipient shall use Patient Information only as necessary to provide the services and/or make payment to UMCB as set forth in this Agreement. Recipient shall comply with all laws, rules and regulations relating to the confidentiality of Patient Information, including the applicable provisions of Texas law and the privacy and security regulations promulgated pursuant to Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Without limiting the foregoing, Recipient shall:

a) not use or disclose any Patient Information except as may be necessary to perform Recipient's services under this Agreement and as may be allowed by law;
b) use appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Patient Information;
c) notify UMCB, as applicable, in writing within a reasonable time after becoming aware of any use or disclosure of or security incidents relating to Patient Information other than such use or disclosures specifically allowed under this Agreement, and of any follow-up;
d) disclose Patient Information to Recipient's employees, officers, or directors only in furtherance of the services contemplated by Recipient pursuant to this Agreement and on a need-to-know basis only;
e) ensure that any agents or representatives (including all subcontractors) of Recipient to whom Recipient provides Patient Information agree to the confidentiality provisions of this Agreement in writing (copies of such writings to be provided to UMCB upon request);
f) make Patient Information available to the appropriate individuals (including the patient him or herself) as required by 45 C.F.R. § 164.524;
g) make Patient Information available for amendment and incorporate any amendments to Patient Information in accordance with 45 C.F.R. § 164.526;
h) make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528;
i) make its internal practices, books and records relating to the use and disclosure of Patient Information available to the Department of Health and Human Services for the purpose of determining compliance with HIPAA; and
j) at the termination of this Agreement for any reason, return or destroy all Patient Information; except that Recipient may retain such records as necessary for purposes of its rights, if any, to conduct audits related to such records, to

utilize such records in connection with an audit of a Recipient, and/or to retain records in accordance with its records retention policies and/or obligations.

Recipient understands and acknowledges that Recipient is fully responsible for requiring compliance with these obligations by its employees, officers, directors, agents, representatives, and Subcontractors. UMCB may terminate this Agreement, without liability, upon Recipient's breach of this confidentiality obligation. The confidentiality obligations contained in this Attachment B shall survive the termination of the Agreement.

Attachment C

Specialty Care Services

A. Gastroenterology (GI). UMCB will provide Eligible Patient with access to GI specialty services. These services will include general GI requests, as well as subspecialty GI services. These services will not be limited to a single focus.

B, Orthopedics. UMCB will provide Eligible Patients with access to orthopedic specialty services. These services will include general orthopedic requests, as well as subspecialty orthopedic services. These services will not be limited to a single focus.

C. ENT (Otolaryngology). UMCB will provide Eligible Patients with access to ENT specialty services. These services will include general ENT requests, as well as subspecialty ENT services. These services will not be limited to a single focus.

D. Endocrinology. UMCB will provide access to endocrinology specialty services. These services will include general endocrinology requests, as well as subspecialty endocrinology services. These services will not be limited to a single focus.

E. Rheumatology. UMCB will provide access to rheumatology specialty services. These services will include general rheumatology requests, as well as subspecialty rheumatology services. These services will not be limited to a single focus.

F. Pulmonology. UMCB will provide access to pulmonology specialty services. These services will include general pulmonology requests, as well as subspecialty pulmonology services. These services will not be limited to a single focus.

G. Cardiology. UMCB will provide access to cardiology specialty services. These services will include general cardiology requests, as well as subspecialty cardiology services. These services will not be limited to a single focus.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
December 18, 2008

Agenda Item 5

Discuss and take appropriate action regarding a proposed legislative agenda for the 81st Legislative Session.
(Back-Up - Goals)

travis county HEALTHCARE DISTRICT

Legislative Goals
81st Regular Session
Draft – 12/10/08

1. **District Funding Options** –

   a) Where appropriate, seek additional and alternative revenue sources, including trauma fund appropriations, graduate medical education (GME) support, and *FREW*-related funding.

   b) Support legislative efforts to increase hospital reimbursement, including provider rate increases and changes to hospital payment methodologies that benefit the District. Protect District allotment of federal funds, including Disproportionate Share Hospital and Upper Payment Limit funds. Oppose policy proposals reducing hospital reimbursement especially under Medicaid, CHIP and Medicaid Star+Plus.

2. **Mental Health** - Support legislative initiatives to increase access, improve efficiency of care delivery, and increase funding for mental health services and forensic commitments. Monitor and oppose any legislation that would have the effect of reducing available mental health beds in Travis County.

3. **Medicaid Reform and the Uninsured** - Monitor Medicaid program reform, including legislative initiatives increasing coverage, such as catastrophic coverage options and implementation of the health opportunity pool (HOP).

4. **Tax** – Monitor proposed policy changes relating to the appraisal process, required taxpayer notice(s), property valuation, property tax buy-down options, revisions made to H.B. 3, 79th special session and related legislation, and H.B. 3928, 80th regular session, and uniform appraisal standards and methodologies. Oppose appraisal and revenue caps that would limit the District's ability to generate local revenue for healthcare services.

5. **Transition** – Support legislative initiative to address outstanding transition and operational issues, including addressing employee retirement issues with the City of Austin Employee Retirement System.

6. **Regionalization of Health Care Services** - Support regionalization of health care services, including policy changes intended to reduce the ranks of the uninsured and to equalize the contributions of counties to the health care safety net.

7. **Healthcare Access and Coverage** – Maintain and enhance, where possible, access to health care and coverage for existing populations served by the District, including those served by the Children's Health Insurance Program (CHIP) Perinate Program, the Federally Qualified Health Centers (FQHCs), and the Medical Assistance Program. Assess and, as appropriate, support legislation to extend or modify small employer-type insurance or other health benefits models to accommodate individual enrollment as well

as the ability of hospital districts and other governmental entities to purchase health coverage for individuals where appropriate.

8. **FQHCs** – Monitor issues impacting the operations of and populations served by the FQHCs located in Travis County.

9. **Medical School** – Support efforts to obtain infrastructure, funding, and support of residency training and medical school development and/or creation.

Travis County Healthcare District
Board of Managers Meeting
December 18, 2008

A memo has been added to this item.

Agenda Item 6

Discuss and take appropriate action regarding an updated proposal from White Glove Technologies d/b/a Network Logistics, Inc. for information technology services. (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, David Vliet, Tenley Aldredge

Date: December 12, 2008

Re: Agenda Item 6: Discuss and take appropriate action regarding an updated proposal from White Glove Technologies d/b/a Network Logistic, Inc. for information technology services.

Background

At its November 13, 2008 meeting, the District Board of Managers approved a contract award to White Glove Technologies LLC d/b/a Network Logistic Inc. (NLI) for information technology services competitively procured by the District (RFP 0804-001). The earlier award was based on the following design/approach:

1. NLI would purchase some critical servers and migrate information from existing servers to the new data center location.
2. The District/CHCs would not own the new servers, but would pay a fixed monthly rate to use them.
3. Telecom services to be provided by Time Warner Telecomm (TWT) would be procured by NLI and "passed through" to the District.
4. Through a subcontract with Shared Technologies, Inc., NLI will also be responsible for the acquisition, implementation and technical support of a new phone system as well.
5. NLI will serve as the District/CHC's information technology department providing the following types of ongoing support: network management, data center services (including disaster recovery), hardware technical support, software license management, and technical diagnostic support.

The proposed initial term for the contract is December 1, 2008 through February 28, 2012 with four additional one-year renewals. The total not-to-exceed cost for the individual components was proposed as follows in **Exhibit 1**:

Exhibit 1: IT Component Costs (November 13, 2008)

Component	Cost			
	One-Time	Monthly	Annual Ongoing	FY09 Cost
Data Center and Managed Service	$0	$32,500	$390,000	**$227,500**
IP Telephony	$653,979	$0	$0	**$653,979**
Site Infrastructure*	$186,000	$0	$0	**$186,000**
Email Services	$6,000	$ 11,100	$133,200	**$83,700**
Managed IT Support Services	$39,100	$ 39,100	$469,200	**$312,800**
Network/Collocation	$0	$ 25,733	$308,796	**$180,131**
Implementation Services*, **	$ 145,000	$0	$0	**$145,000**
Total	**$1,030,079**	**$108,433**	**$1,301,196**	**$1,789,110**

*Note: These costs may be less depending on outcome of discussions with City of Austin.
** Includes $50,000 previously issued for network study under purchase order contract.

Significant Proposed Changes from Initial Proposal

Based on additional discussion with IT service providers such as TWT, the following changes to the initial proposed approach design are needed:

1. The District will directly purchase network connectivity and collocation from TWT, rather than as a subcontract through NLI. This will allow the District to use existing governmental contracts and receive preferential, 3-year pricing. There is no change from previous pricing – the contract will be a separate contract with TWT.

2. The District will now directly purchase servers, rather than paying a fixed monthly rate over a period of time. This change will increase the one-time cost for data center and managed services and will decrease the monthly ongoing cost as shown in **Exhibit 2** below.

3. The District will need to purchase additional telephones to accommodate the opening of the Red River site as well as accommodate the increased number of users of call center software. This will increase the one-time costs.

Exhibit 2: IT Component Costs (December 12, 2008)

Component	Cost			
	One-Time	Monthly	Annual Ongoing	FY09 Cost
Data Center and Managed Service	$495,000	$19,800	$237,600	**$633,600**
IP Telephony	$699,427	$0	$0	**$699,427**
Site Infrastructure*	$180,000	$0	$0	**$180,000**
Email Services	$6,000	$ 7,800	$93,600	**$60,600**
Managed IT Support Services	$0	$ 39,010	$468,120	**$273,070**
Network/Collocation	$0	$ 24,993	$299,916	**$174,951**
Implementation Services*, **	$ 145,000	$0	$0	**$145,000**
Total	**$1,525,427**	**$91,603**	**$1,099,236**	**$2,166,648**

*Note: These costs may be less depending on outcome of discussions with City of Austin
** Includes $50,000 previously issued for network study under purchase order contract.

The FY09 cost is within the adopted FY09 budget for these items. It should be noted that the above pricing is based on estimated quantities. It is expected that quantities may vary

slightly once implementation begins and actual quantities are verified. This may require adjustments to accommodate the changes in quantities.

To meet transition timelines and to minimize disruption to the implementation process, District staff is requesting that in addition to the execution of the agreement with WGT based on the outlined changes, and the execution of any component agreements between the District and IT providers, that the Board of Managers also authorize the President and CEO to issue task orders to WGT for infrastructure to reflect changes in estimated quantities or to cover contingencies. Any task order issued would be reported as part of the President and CEO's monthly procurement activity report to the Board.

Recommendation

Staff recommends that the Board of Managers approve the proposed contract changes to be incorporated in the agreement with WGT, authorize the District President and CEO to negotiate and execute any necessary component contracts on terms similar to those presented by staff or on terms more favorable to the District, and authorize the President and CEO to issue task orders for additional quantities/services or contingencies as needed.

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
December 18, 2008

Agenda Item 7

Receive and discuss the CEO's report on the following District activities: (a) procurement activity; (b) the Integrated Care Collaboration's Priority Projects for December 2008; and (c) communications/outreach statistics for November 2008.

(Back-Up – Status 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 November 6 through December 8, 2008. 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:

- Renewal and amendment of a contract with People's Community Clinic for primary care services.
- Renewal of contracts with Austin Women's Health and Whole Woman's Health for women's health services.
- Renewal and amendment of the interlocal agreement with the City of Austin for management of the community health centers and other services.
- New agreement with Central Texas Medical Foundation d/b/a Austin Medical Education Program for family medicine services to be provided at the Blackstock Family Health Center.
- Issuance of Task Order for project management support associated with information technology transition implementation ($74,616).
- Renewal of Directors and Officers (D&O) liability insurance coverage, fiduciary liability insurance, and crime coverage insurance with Chubb Insurance.

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

- Purchase order contract with Customer Research International for market research (telephone survey).
- Contract award with ADP, Inc. for Consolidated Omnibus Budget Reconciliation Act (COBRA) and Flexible Spending Account (FSA) administration services.
- Contract for property insurance coverage for Cesar Chavez site and general liability coverage for Cesar Chavez and Red River (required by the lease) with CNA (quote obtained through Frost Insurance Agency).
- Purchase order contract with Texas Print and Copy for printing employee benefit booklets.

Travis County Healthcare District
Board of Managers
Procurement Activity Report

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:

- CNA
- Texas Print and Copy

Please ensure that you have no conflict-of-interest with this 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
Board of Managers
Procurement Activity Report

Vendor Name: Customer Research International
Board Approval for President and CEO Action: N/A
Contract Effective Date: November 19, 2008

New Contract Information	
Parameter	**Description**
Procurement Method/Process	Competitively procured (Bid 0707-001)
HUB Participation	100%
Award Amount	Total bid (3-year) of $47,410 with individual year pricing as follows: $15,997 (year one) $15,497 (year two) $15,916 (year three)
Budgeted Account Line Item/Percent of Total Account Line Item Budget	6366 (Professional Services, Other)
Performance Measures	Annual conduct of market research (telephone survey)
Contract Period of Performance (including number/type of renewals)	Bid included an initial term of one year with two, one-year options. Annual purchase order contract used in lieu of agreement.
Amendment/Renewal	
Parameter	**Description**
Summary of Proposed Changes in Amendment/ Renewal	Initiates contract renewal for an additional one-year period with year two pricing ($15,497) as original base contract. Renewal period is from November 19 2008 through completion of the telephone survey.
Proposed Change in Contract Amount/Account Line Item	Contract amount is $500 less than previous year. Accounting line item is 6350 (Consulting Services)
Summary of Previous Amendments/Renewals	Initial year funding provided via purchase order contract ($15,997).
Number of Remaining Renewals	One remaining one-year period for pricing of $15,916.

Travis County Healthcare District
Board of Managers
Procurement Activity Report

Vendor Name: ADP, Inc.
Board Approval for President and CEO Action: N/A
Contract Effective Date: November 19, 2008

New Contract Information	
Parameter	**Description**
Procurement Method/Process	Cooperative contract through Texas Cooperative Purchasing Network – includes COBRA and FSA services for both the District and its affiliated 501(c)(3). Costs for the 501(c)(3) will be allocated to the 501(c)(3).
HUB Participation	0%
Award Amount	Pricing is for actual services used and uses a monthly rate based on number of employees. There are estimated one-time costs of $1,150 and ongoing costs of $16,000. The ongoing costs may be higher if a larger number of employees elect to sign up for the Flexible Spending Accounts (FSAs).
Budgeted Account Line Item/Percent of Total Account Line Item Budget	6603
Performance Measures	COBRA Administration services – administrative processing to ensure that specific steps in offering and documenting coverage to qualified beneficiaries upon termination of employment are followed in accordance with COBRA. FSA Administration services – assistance with the set-up and administration of employee healthcare and dependent care flexible spending accounts.
Contract Period of Performance (including number/type of renewals)	Until terminated
Amendment/Renewal	
Parameter	**Description**
Summary of Proposed Changes in Amendment/ Renewal	
Proposed Change in Contract Amount/Account Line Item	
Summary of Previous Amendments/Renewals	
Number of Remaining Renewals	

Travis County Healthcare District
Board of Managers
Procurement Activity Report

Vendor Name: CNA
Board Approval for President and CEO Action: N/A
Contract Effective Date: October 1, 2008

New Contract Information	
Parameter	**Description**
Procurement Method/Process	Quotations obtained through Frost Insurance agency.
HUB Participation	0%
Award Amount	Commercial general liability coverage: $2,000 premium Property coverage: $12,575.10 premium
Budgeted Account Line Item/Percent of Total Account Line Item Budget	6180 (General Business and Other Insurance)/7720 Reserve for insurance and other additional new expense related to transition
Performance Measures	Commercial general liability coverage for Cesar Chavez and Red River locations. Property coverage for Cesar Chavez location
Contract Period of Performance (including number/type of renewals)	General liability and property coverages: 10/1/2008 – 10/1/2009
Amendment/Renewal	
Parameter	**Description**
Summary of Proposed Changes in Amendment/ Renewal	
Proposed Change in Contract Amount/Account Line Item	
Summary of Previous Amendments/Renewals	
Number of Remaining Renewals	

Travis County Healthcare District
Board of Managers
Procurement Activity Report

Vendor Name: Texas Print and Copy
Board Approval for President and CEO Action: N/A
Contract Effective Date: November 19, 2008

New Contract Information	
Parameter	**Description**
Procurement Method/Process	N/A – One time printing
HUB Participation	100%
Award Amount	$2,696.40
Budgeted Account Line Item/Percent of Total Account Line Item Budget	Costs are to be allocated between District and 501(c)(3) (CHC) as follows: 75% CHC and 25% District. Line item(s) include: 6191 (District printing) and 2131 (intercompany AP)
Performance Measures	Printing services for 600 copies of the 2009 Benefit Enrollment Guide.
Contract Period of Performance (including number/type of renewals)	November 19, 2008 through completion and delivery of benefit booklets.
Amendment/Renewal	
Parameter	**Description**
Summary of Proposed Changes in Amendment/ Renewal	
Proposed Change in Contract Amount/Account Line Item	
Summary of Previous Amendments/Renewals	
Number of Remaining Renewals	

ICC 2008 Priority Projects – Status Report
ICC Board of Directors, December 9, 2008

Document Owner(s)	Date
Ann Kitchen, ICC Executive Director	ICC Board of Directors, Report Date, December 9, 2008

Dashboard Description

- Project Plan tasks are reflected in the Major Task Groups and Key Milestones columns below.
- Due dates and status are reflected in the last column.
- Green, yellow or red lights reflect the "Status" as defined below:

  Green: "Completed" or "Ahead of Schedule"

  Yellow: "On schedule" or "Watching closely" or "Pending"

  Red: "Behind Schedule"

- Stoplight Table includes all milestones due in current month and following month, as included on the Strategic Plan adopted by the ICC Board of Directors at the February 2008 Board meeting and the Use Case Adoption Work Plan.

ICC Priority Project Highlights – Strategic Plan Milestones

1. **Health Information Technology**
   - ***New Medication Interfaces*** – Project Access medication interface in process, target date pushed back from October due to awaiting information from Express Scripts.
   - ***Lab Interface*** – Configuration options set up and tested; awaiting real data from CCSD to test further; approach to filtering data determined, and process for feeding data under development; Testing will begin as soon as the secured transport of the results data is configured between CTM (City of Austin IT Dept) and LabCorp and the David Powell patients are excluded.
   - ***Other Interfaces*** - An interface solution has been tested to allow for the tracking of patients in ICARE by programs such as Match and Recuperative Care Patients.
2. **Disease Management –**
   - ***Dashboard Report*** – 2nd quarterly Dashboard presented, detailed analysis of frequent flyers.
   - ***DM Programs*** – PharmCare program began Dec 2nd with Peoples', scheduled to add Blackstock by 12/31. Asthma program has been continuing with one team, negotiations with LSCC for 2nd team underway with anticipated start date of January 09; Draft methodology for DM metrics collection developed and discussed at October Physician Advisory Board meeting.

ICC Priority Project Highlights – Use Case Adoption Milestones

1. **Develop, Monitor, and Report Metrics** – adoption metrics included on Dashboard addressing authorizations and user rate of use for looking up data at point of care.

2. **Implement Use Cases for ICC Members** –
   - Use cases completed with Front Steps Recuperative Care Program, People's Community Clinic program; MATCH presentation scheduled for September Board meeting.
   - Initial meeting with physicians / stakeholders completed and Use Case development in progress for AISD Student Health Service, Seton Medical Center; Dell Children's Hospital; WCCHD; St. David's South Austin Hospital Emergency Department; UTSON Family Wellness Clinic; VHC

Strategic Plan Summary

1. and 2. Access and Community Integration (pages 1 – 3)

Milestones relate to development of multi-year workplans for each of these areas to reflect the goals developed by the Retreat WorkGroups

Milestones related to the Regional Health Coverage Program reflect the target launch date for that program of August 2008.

Milestones related to Impact Austin program sustainability and results of the MAP project are also included as discussed at the September retreat and the December Board meetings.

3. Health Information Technology:

The highest priority proposed for 2008 is investment in the ICC's asset, it's ICare database, through a focus on data integrity and member adoption of the health information exchange.

Milestones related to Physician Adoption include development and approval of an Adoption Plan that develops "use cases" for each member location that describes how physicians, social workers, office staff, and others use the data at that location to further their mission.

Milestones related to ICare capacity building, adding additional data elements and/or data sources, are related to the Cerner Project Timeline and will be accomplished in a manner that to the greatest extent possible is transferable and avoids duplication of effort.

Priorities for capacity building include the addition of lab and medication data, as well as connection to EMS and criminal justice health care data sources.

4. Disease Management:

Milestones related to data integrity, a high priority, include addressing appropriate levels of dupes and related data issues that impact the usefulness and reliability of the data.

Milestones related to mining the database for member use, another high priority, include development of a focused dashboard report and clinical evaluation plan for care coordination programs. The dashboard report will identify selected ICare data useful in pinpointing and tracking progress on issues critical to the community's health, such as ER usage for primary care treatable conditions.

Use Case Adoption Project Plan Summary

Milestones related to developing, monitoring, and reporting metrics

Milestones related to implementing use cases customized for each member. "Use case" defined as description of use of ICare data to support treatment of patients.

STOPLIGHT TABLE – ICC STRATEGIC PLAN

Major Task Groups	Key Milestones (January/June 2008)	Due Date & Status
ACCESS		
No Wrong Door Pilot	MAP Pilot Program Interim Report – *date changed to reflect vendor delays*	Jan 1st
Regional Health Coverage Project	Regional Nonprofit Corporation Board Formed – *Pending Finalizing Reserves; date TBD*	Sept. 12th
COMMUNITY INTEGRATION		
Rename ICC	Develop Multi-Year Workplan for Strategic Plan – *pending committee initiation*	Dec 30th
HEALTH INFORMATION TECHNOLOGY		
Complete EMR Development	Integrate ICare adoption with LSCC EMR roll-out – *pending LSCC timeline*	June 30th
Build / Expand New DBs	Develop Research Database Plan	Dec 31st
Expand Mental Health Data Integration	Collection of auth flag MHMR – *pending MHMR timeline re legal issues* Use Case plan with Wmson Cnty Mobile Outreach Program – *date changed to reflect their timeline*	Aug. 30th Dec. 31st
Interface Criminal Justice	Use Case adoption plan – *date changed to reflect Sheriff's Office timeline*	Dec 31st
New Export Interfaces (data pushed to member systems)	Complete export interfaces LSCC EMR – *pending LSCC timeline* Complete additional export interfaces – *TBD based on member request*	June 30th Dec 31st
New Medication Interfaces	MHMR – *pending MHMR action*	Dec 31st
EPIC Web Light Print Group Dev	Display lab, immunization, other data **TBD**	Dec 31st
Lab Results Interface	Demo to ExCom Go-Live date for initial interface	Oct 30th Dec 31st

DISEASE MANAGEMENT		
Expand PharmCare Program	Start Date – PharmCare Phase II Pilot	Dec 1st
Centralized Training for CHPs	Develop Business Plan – *date changed*	October 30th
Physician Advisory Board DM Collaboration	Develop Methodology for DM Metrics Collection – Reported to PAB Board	October 30th
Other DM Programs	Secure Funding for High User Intensive Case Management – *date changed pending Sustainability Committee discussion TBD*	Aug 22nd

STOPLIGHT TABLE – USE CASE ADOPTION PROJECT PLAN

Major Task Groups	Key Milestones (January/June 2008)	Due Date & Status
DEVELOP, MONITOR, REPORT METRICS		
Approval of metrics by ICC Executive Committee	In progress, *date changed to be consistent with Dashboard development*	Dec 8th
IMPLEMENT USE CASES FOR ICC MEMBERS		
Customize UseCase types and implement at each ICC site – *pending LSCC timeline* **LoneStar Circle of Care**	Develop and Implement UseCase • Final approval of UseCase by ICC member Develop / Implement UseCase Enhancements • Final approval of UseCase enhancements by ICC member	June 5th June 5th
Customize UseCase types and implement at each ICC site **WCCHD**	Develop and Implement UseCase • Final approval of UseCase by ICC member Develop / Implement UseCase Enhancements • Final approval of UseCase enhancements by ICC member	Nov 11th Nov 11th
Customize UseCase types and implement at each ICC site **St. Davids Health System**	Develop and Implement UseCase • Final approval of UseCase by ICC member Develop / Implement UseCase Enhancements • Final approval of UseCase enhancements by ICC member	Nov 11th Nov 11th
Customize UseCase types and implement at each ICC site **Seton Shoal Creek**	Develop and Implement UseCase • Final approval of UseCase by ICC member Develop / Implement UseCase Enhancements • Final approval of UseCase enhancements by ICC member	Dec 9th Nov 9th
Customize UseCase types and implement at each ICC site **VHC**	Develop and Implement UseCase • Final approval of UseCase by ICC member Develop / Implement UseCase Enhancements • Final approval of UseCase enhancements by ICC member	Dec 9th Dec 9th

STOPLIGHT TABLE – 2008 COMPLETED MILESTONES, ICC STRATEGIC PLAN

Major Task Groups	Key Milestones - COMPLETED	Due Date & Status
ACCESS		
Access Committee Mtngs	Committee– ExCom approved Chair naming Develop Multi-Year Work Plan for Strategic Plan	March 25th May 30th
Impact Austin Pilot	Impact Austin Report Access Barriers / Gap Report	Feb 28th Feb 15th
No Wrong Door Pilot	MAP Pilot Start Date	March 3rd
Regional Health Coverage Project	Regional Advisory Council Meetings January 16th Meeting March 26th Meeting May 21st Meeting Sept 17th Interim CEO Hired Marketing Activities Begin TPA Partner Selected	January 16th March 26th May 21st Sept 17th May 30th May 1st Sept 12th
COMMUNITY INTEGRATION		
Committee Formation	Committee – ExCom approved Chair naming	March 25th
Rename ICC	ExCom Approved 3/26, Board May 2008 mtng	May 13th
HEALTH INFORMATION TECHNOLOGY		
Expand Public Health Data Integration	Continue Use Case Adoption (vaccine, surveillance)	March 31st
School Nurse Health Data	Develop adoption plan with AISD school nurses	Sept. 23rd
Physician Adoption	**Adoption Plan:** Consultant Hiring Decision Adoption PMO	April 30th April 30th

	Review Adoption Plan / Prioritize Use Case I-Care Adoption Plan to BOD for Approval Begin Quarterly Review of Progress	April 30th April 30th April 30th
DISEASE MANAGEMENT		
Expand PharmCare Program	Complete revised Business Plan	January 31st
Data Mining and Clinical Evaluation	Data Integrity Program Work Plan Draft to ExCom for Review (moved to 4/22)	April 22nd
Data Mining and Clinical Evaluation	Develop Dashboard Report Draft to Sustainability / ExCom Clinical Evaluation Methodology, Asthma Data Integrity Program Work Plan Draft to ICC Board for Approval (moved to 6/13) – *pending member IT staff review* Clinical Evaluation Report, Asthma Clinical Eval Plan, Care Coordination	July 25th July 22nd August 12th July 22nd August 31st
Expand Asthma Program	Complete First Year Operational and Clinical Evaluation Report Develop Business Plan for Program Expansion	July 22nd Aug 22nd
Other DM Programs	Develop Diabetes Program Business Plan	Aug 22nd
Data Mining and Clinical Evaluation	Develop Dashboard Report Draft to ICC Board for Approval	October 14th

STOPLIGHT TABLE – COMPLETED USE CASE ADOPTION PROJECT PLAN

Major Task Groups	Key Milestones (January/June 2008)	Due Date & Status
DEFINE REQUIREMENTS FOR ICARE SYSTEM ADOPTION		
Gather General System Requirements	Completed requirements definitions	Feb 29th
IMPLEMENT USE CASES FOR ICC MEMBERS		
Develop functionality for each UseCase type	Report defining completed status of functionality builds	May 1st
Customize UseCase types and implement at each ICC site **Seton High Alert Program**	Develop and Implement UseCase • Final approval of UseCase by ICC member • Implementation of UseCase functionality Develop / Implement UseCase Enhancements • Final approval of UseCase enhancements by ICC member	Mar 28th June 30th Mar 28th
Customize UseCase types and implement at each ICC site **ATCMHMR**	Develop and Implement UseCase • Final approval of UseCase by ICC member Develop / Implement UseCase Enhancements • Final approval of UseCase enhancements by ICC member	April 15th April 30th
Customize UseCase types and implement at each ICC site **Seton Asthma Program (ICC Asthma Network)**	Develop and Implement UseCase • Final approval of UseCase by ICC member Develop / Implement UseCase Enhancements • Final approval of UseCase enhancements by ICC member	May 27th May 27th
Customize UseCase types and implement at each ICC site **Peoples Community Clinic**	Develop and Implement UseCase • Final approval of UseCase by ICC member Develop / Implement UseCase Enhancements • Final approval of UseCase enhancements by ICC member	July 22nd July 22nd
Customize UseCase types and implement at each ICC site **St Davids – MATCH Program**	Develop and Implement UseCase • Final approval of UseCase by ICC member Develop / Implement UseCase Enhancements • Final approval of UseCase enhancements by ICC member	July 22nd July 22nd

Customize UseCase types and implement at each ICC site **Front Steps Recuperative Care Program**	<u>Develop and Implement UseCase</u> • Final approval of UseCase by ICC member <u>Develop / Implement UseCase Enhancements</u> • Final approval of UseCase enhancements by ICC member	Sept 23rd Sept 23rd	

travis county HEALTHCARE DISTRICT

Communications/Outreach Statistics
October - November 2008

Presentations/Events			
Date	**Venue/Topic**	**Presenters**	**~# in attendance**
11/17/08	Critical Condition Panel	Trish	165
11/7/08	TexHealth Coalition Healthcare Access in Texas Panel	Trish	
10/28/08	East Austin Rotary Club	Trish	12

Web Site Statistics						
Month	**Visits**	**Unique Visitors**	**Page views ***	**Bounce Rate ****	**Time on Site**	**Top 3 Pages**
Nov., 2008	1,133	779	4,058	37.51%	3:06	1) traviscountyhd.org - 17.87% 2) /employment.htm - 13.45% 3) /healthcare_services.htm - 11.24%
Oct., 2008	1,192	888	3,953	39.77%	1:57	1) traviscountyhd.org - 18.32% 2) /employment.htm - 15.96% 3) /healthcare_services.htm - 12.93%

**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**
11/14/08	Austin American Statesman	Travis health district plans to send 1,000 patients to Williamson	Mary Ann Roser
10/24/08	Austin Business Journal	Health care safety nets pulled thin in down economic times	Kate Harrington

Special Projects
Condition Critical Central Texas panel discussion, Web site development, telephone survey design, North Central Community Health Center communications

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
December 18, 2008

Agenda Item 8

Receive and discuss reports from the Board committees: *ad hoc* Community Care Services Department Transition 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 and on performance of HillCo and its subcontractor under HillCo's contract with the District).

(Back-Up – Minutes)

Unapproved

TRAVIS COUNTY HEALTHCARE DISTRICT
BOARD OF MANAGERS
JOINT MEETING OF THE TRAVIS COUNTY HEALTHCARE DISTRICT
COMMUNITY CARE SERVICES DEPARTMENT
AD HOC TRANSITION COMMITTEE
AND THE
CITY OF AUSTIN
FEDERALLY QUALIFIED HEALTH CENTER BOARD TRANSITION COMMITTEE

MINUTES OF THE MEETING – TUESDAY, NOVEMBER 18, 2008

On Tuesday, November 18, 2008, the Community Care Services Department *ad hoc* Transition Committee of the Travis County Healthcare District Board of Managers and the City of Austin Federally Qualified Health Center ("FQHC") Board Transition Committee convened in open session at 8:40 a.m. in the Cesar Chavez Board Conference Room, 1111 E. Cesar Chavez, Austin, Texas 78702. A quorum of the Travis County Healthcare District Community Care Services Depart ad hoc Transition Committee was present. Those in attendance from the City of Austin Federally Qualified Health Center Board Transition Committee were Henry Narvaez and Kirk Kuykendall. Clerk for the meeting was Margo Davis.

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1. Discuss the current status of the CCSD transition, including:

(a) The transition plan, including the Transition Major Project Timeline:

(i) The transfer of CCSD employees, including

(1) the human resources timeline and communications; and

(2) benefits enrollment and retirement plans enrollment;

(ii) infrastructure, including:

(1) information technology;

(2) the development of timekeeping, payroll and a Human Resources Information System ("HRIS");

(iii) real estate issues, including development of post-transition leases with the City of Austin and Travis County and a property management plan;

(iv) operational and administrative structure, including the work of the CCSD operations consultant;

(b) The transition communications plan, including an update on the Community Health Center ("CHC") identity and branding process,

(c) The Federally Qualified Health Center 501(c)(3) nonprofit corporation Board ("FQHC Board"):

(i) Functions and roles;

(ii) Agenda items for the November 20th and December 17th FQHC Board meetings;

(iii) The orientation and training plan; and

(iv) The recruitment plan for additional Board members;

(d) Policies and procedures development and approval process; and

DRAFT

(e) Transfer of City/CCSD contracts to the Travis County Healthcare District and the FQHC 501(c)(3) corporation.

2. Discuss next steps in the CCSD transition, including the transition update presentation to the City Council Health and Human Services Subcommittee on November 18th at 3:30 p.m.

The joint *ad hoc* Transition committee adjourned on a motion made by Manager Rodriguez and seconded by Manager Heidrick, which was adopted on the following vote:

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

The meeting adjourned at 9:33 a.m.

DRAFT

Unapproved

TRAVIS COUNTY HEALTHCARE DISTRICT
BOARD OF MANAGERS
BUDGET AND FINANCE COMMITTEE

MINUTES OF MEETING –THURSDAY, NOVEMBER 20, 2008

On Thursday, November 20, 2008, the Budget and Finance Committee of the Travis County Healthcare District Board of Managers convened in open session at 11:42 a.m. in the Cesar Chavez Board Conference Room, 1111 E. Cesar Chavez, Austin, Texas 78702. A quorum of the committee was present. Clerk for the meeting was Margo Davis.

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1. Approve the minutes from the Budget and Finance Committee meeting on October 16, 2008.

Clerk's Notes: A motion was made by Manager Coopwood and seconded by Manager Rodriguez 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. Discuss and take appropriate action on items affecting the District's fiscal year 2008-2009 budget and strategic objectives.

Manager Barker joined the proceedings while they were in progress.

3. Receive, discuss and take appropriate action on items affecting the District's reserve balances.

Clerk's Notes: The committee meeting adjourned at 12:52 p.m. on a motion made by Manager Rodriguez and seconded by Manager Coopwood, which was adopted on the following vote:

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

travis county HEALTHCARE DISTRICT

Travis County Healthcare District
Board of Managers Meeting
December 18, 2008

Agenda Item 9

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