

AGENDA ITEM # 10

October 7, 1997

Discuss direct deposit and payroll time changes.

No action was taken on this agenda item.

AGENDA ITEM # 11

October 7, 1997

Discuss and take any appropriate action on utility installation permitting process.

No action was taken on this agenda item.

AGENDA ITEM # 12

October 7, 1997

Consider approving agreement for health care services between Williamson County and University of Texas Medical Branch.

Judge Doerfler advised this service from the University of Texas Medical Branch at Galveston, in which they charge Williamson County indigent health care for services up to \$20,000.00 per year, has been in effect for the past two years.

Moved: Judge Doerfler

Seconded: Commissioner Heiligenstein

Motion: To approve agreement for health care services between Williamson County and University of Texas Medical Branch.

Vote: Motion carried 4 - 0 < Clerk copy here >

This AGREEMENT is made by and between the University of Texas Medical Branch at Galveston (hereinafter referred to as "UTMB") and the Commissioner's Court of Williamson County, Texas (hereinafter referred to as "COUNTY").

A. Services

UTMB agrees to provide health care services to eligible residents of COUNTY who are referred to or transferred to UTMB and who meet the financial eligibility classification described in paragraph B, section 3. These services are:

1. emergency and non-emergency non-obstetrical/neonatal health care services (excluding psychiatric care) for eligible residents of COUNTY; and
2. obstetrical and neonatal services for eligible residents of COUNTY who are registered in or referred to UTMB by the prenatal service program established by separate contract between COUNTY and UTMB's Department of Obstetrics and Gynecology and who are not enrolled in or qualify for the MIHIA program or Medicaid.

B. Definitions

1. "Non-obstetrical/neonatal health care services" include:
 - a. Inpatient hospital services provided under the supervision of a licensed physician member of the clinical faculty of UTMB. Inpatient hospital services include but are not limited to appropriate diagnostic, laboratory, X-ray and therapeutic services.
 - b. Outpatient specialty consultative services provided under the direction of a licensed physician member of the clinical faculty of UTMB. Such services

include but are not limited to appropriate diagnostic, laboratory, X-ray and therapeutic services.

- c. Provision of prescription medication as required, consistent with UTMB policies during the patient's inpatient stay. In cases where eligible patients cease to require inpatient services as described above, or upon the return of an eligible patient to the primary care delivery program in the COUNTY, the COUNTY will provide further medication, if required, pursuant and subject to the limitations of the COUNTY's prescription medication policies. Any medication not covered under the COUNTY's prescription medication policy will be the responsibility of the patient. Eligible patients may obtain prescription medications at the UTMB Outpatient Pharmacy in accordance with UTMB formulary and co-payment policies.

2. "Obstetrical and neonatal services":

Inpatient and outpatient services as described in paragraph B, section 1, for eligible residents.

3. "Eligible resident" is:

A resident of the COUNTY whose annual income places that resident at or below 100% of the level annually established as constituting poverty by the United States Department of Health and Human Services and who is determined to be eligible in accordance with the procedures defined in paragraph C of this AGREEMENT.

4. "MIHIA program:"

Refers to the patients eligible for health care services under the Maternal and Infant Health Improvement Act (ACTS 1989, 71st Leg., ch.678, Section 1[Vernon 1989]).

5. "Prenatal service program:"

Clinic program established by separate contract between COUNTY and UTMB's
Department of Obstetrics and Gynecology.

C. Verification of Eligibility

1. UTMB and COUNTY agree that COUNTY is responsible for determination of eligibility and appropriate identification of individuals entitled to health care services as defined in paragraph A.
2. Patients currently receiving treatment at UTMB for whom eligibility has not been determined nor an identification card issued, shall be referred to the appropriate County/Liaison office as they appear for service. UTMB shall inform such patients that eligibility determination and identification cards are required before further services can be delivered at UTMB. COUNTY will accept UTMB's determination of eligibility for the services provided prior to that referral. COUNTY will be contacted for verification of eligibility of all inpatient admissions as soon as reasonably possible.
3. In addition to COUNTY'S determination, UTMB will screen patients for eligibility for state or federal entitlement programs and/or insurance, and if such is identified, COUNTY will be notified and COUNTY will not be billed for the services provided by UTMB.
4. Emergent or urgent treatment will be rendered by UTMB to COUNTY residents presenting at UTMB and UTMB determination of eligibility will be accepted by COUNTY for payment purposes if the patient has not been previously formally screened by COUNTY.

D. Mutual Agreements

1. Indemnification -

1.1 COUNTY agrees to hold the State of Texas, the Board of Regents of The University of Texas System, UTMB, its officers, employees, and agents harmless from and indemnify each of them against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities, excluding attorney's fees, for personal injury, death, or property damage resulting from the acts or omissions of COUNTY or the acts or omissions of others under COUNTY's supervision or control.

1.2 To the extent authorized by the Constitution and laws of the State of Texas, UTMB agrees to hold COUNTY and its officers, employees, and agents harmless from and indemnify each against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities, excluding attorney's fees, for personal injury, death, or property damage resulting from the acts or omissions of UTMB or acts or omissions of others under UTMB's supervision or control.

2. COUNTY acknowledges that this AGREEMENT is for inpatient and outpatient specialty services only and does not provide for or include primary care services for eligible residents. COUNTY agrees to establish a primary care delivery system for eligible residents whose incomes are at or below 100% of the Federal Poverty Index. Upon request of COUNTY, UTMB will assist COUNTY in establishing a primary care delivery system for eligible residents if a primary care system does not currently exist within COUNTY. Provided, however, UTMB's assistance to COUNTY shall not include any financial liability and COUNTY shall be solely

responsible for all expenses incurred to establish, implement and maintain such program.

3. COUNTY certifies that a system for obstetrical and newborn inpatient care has been established for those patients registered in the prenatal service program but who are unable to be appropriately transferred to UTMB at the time of delivery.
4. Transportation of eligible resident to UTMB, by whatever means, for services provided under the terms of this AGREEMENT, shall be the responsibility of the patient. UTMB is not responsible for any transportation costs that are incurred in accepting transfers of eligible patients from another medical facility, and if the patient is unable to pay for medically required land or air ambulance transport, such costs shall be the responsibility of the transferring facility.
5. UTMB will provide appropriate discharge summaries and consultation reports on the eligible resident to the primary care physician or liaison office established in COUNTY to maintain the appropriate continuity of care of the eligible resident.
6. All transfers require appropriate physician to physician referral. Acceptance will be based on available resources. To transfer to UTMB Inpatient Service:
 - a. All admissions to UTMB Hospitals must be initiated by a resident or clinical faculty member of UTMB's medical staff whether from the emergency room, on transfer from another facility, or from an ambulatory setting.
 - b. Eligible residents treated by a private physician or hospital in COUNTY should be referred to the COUNTY's primary care clinic or liaison office for follow-up treatment unless the medical condition is urgent or emergent. Urgent or emergent cases treated by a private physician should be referred

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to the nearest hospital emergency room in COUNTY for stabilization.

- c. Transfer of eligible residents presenting with urgent or emergent medical problems at a facility other than UTMB are eligible for transfer to UTMB for inpatient services under the requirements of the State medical transfer laws. The treating physician at that facility should contact the UTMB faculty in the emergency room, or in the labor and delivery suite if an obstetrical case, to determine that facilities at UTMB exist and to reach agreement on the stability of the patient prior to actual transfer. A priority waiting list for transfers will be developed by each service. UTMB agrees to accept transfers of eligible resident patients covered by this AGREEMENT conditional on the availability of the appropriate resources including but not limited to inpatient beds and staff at UTMB at the time of the requested transfer.
- d. Emergency and urgent care will be provided, including inpatient services as medically indicated, for COUNTY patients presenting directly at UTMB. Best efforts will be made to contact COUNTY to confirm eligibility if the patient does not already possess such identification and UTMB financial screening indicates probable eligibility. UTMB will document this effort. COUNTY will accept UTMB's determination of eligibility if contact with COUNTY cannot be established in a timely manner.
- e. Transfer of eligible residents and their newborn infants from hospitals in COUNTY to UTMB for secondary or tertiary level postpartum or neonatal services requires prior physician to physician referral and acceptance.

- f. Transfer of residents who have not registered in the prenatal service program will be considered for obstetrical and newborn services at UTMB on a case by case, space available basis and requires appropriate physician to physician referral and acceptance and prior COUNTY authorization. COUNTY and UTMB agree that residents who have not registered in the prenatal service program but who transferred and were accepted at UTMB with authorization from COUNTY will be considered an eligible resident for all purposes of this AGREEMENT.
- 7. All requests for ambulatory specialty consultations must be based on appropriate physician to physician referral. Acceptance will be based on available resources. As indicated in Section D.6.b., community physicians should refer eligible patients to the County's primary care delivery system unless their medical condition is so urgent as to preclude such referral. To request ambulatory specialty consultation:
 - a. The COUNTY's primary care clinic or liaison office is responsible for scheduling the appointment by contact with the appropriate clinic during regular working hours. UTMB is responsible for providing a current list of phone numbers for each individual clinic. Eligibility is confirmed by such scheduling by COUNTY.
 - b. If there are unique circumstances (including a complicated medical condition) or insufficient time to make a routine appointment, the COUNTY's liaison office or primary care physician should directly contact a UTMB physician on the appropriate service to communicate those special needs.

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- c. A completed consultation form must be provided by the COUNTY designated primary care physician/clinic through the COUNTY liaison office to the appropriate specialty clinic at UTMB. This form can be mailed or otherwise delivered to the UTMB clinic by COUNTY liaison office. Without the form, the patient will be rescheduled with a request to the COUNTY that the form be submitted.
 - d. The consultation form will be completed by the physician in the UTMB specialty clinic summarizing diagnostic studies carried out, working diagnosis, suggested course of action, and any prescription given including quantity. A copy will be retained in the UTMB medical record and the original returned to the COUNTY primary care physician/clinic through the COUNTY liaison office. Unique situations including the need for other consultations, for inpatient admission, for early follow-up at the primary care clinic should be discussed directly between the UTMB physician and the COUNTY designated primary care physician. If such communication cannot occur, the UTMB physicians will proceed with their best medical judgment and COUNTY will compensate UTMB for these additional services in accordance with this AGREEMENT.
- 8. Neither UTMB nor COUNTY shall be required to perform any term, condition, or covenant of this AGREEMENT so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, and any other

cause not reasonably within the control of UTMB or COUNTY and which by the exercise of due diligence UTMB or COUNTY is unable, wholly or in part, to prevent or overcome.

9. UTMB and COUNTY agree that in the performance of this AGREEMENT there will be no discrimination against any person or persons on account of race, color, sex, sexual orientation, religion, age, national origin, disability or veteran status and that both parties agree to comply with all applicable requirements of the Civil Rights Act of 1964, as amended, Executive Order 11246, the Vietnam Era Veterans Readjustment Act of 1974, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and all other federal rules and regulations, state laws and executive orders as applicable.
10. This AGREEMENT constitutes the entire agreement between UTMB and COUNTY relating to the treatment of eligible residents at UTMB and addresses both obstetrical and non-obstetrical services provided at UTMB. No agreements, modifications or amendments, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.
11. UTMB and COUNTY agree that this AGREEMENT shall be construed in accordance with the laws of the State of Texas.
12. If one or more of the provisions of this AGREEMENT, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this AGREEMENT and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

E. Fee Schedule

1. COUNTY will reimburse UTMB for services provided to eligible residents in accordance with this AGREEMENT at a rate of 33.3% of the usual and customary hospital and professional charges per eligible resident, not to exceed \$20,000.00 during the term of this Agreement.
2. A list of patient names with hospital, outpatient, and professional charges will be provided by UTMB to COUNTY by the 20th day of the month following delivery of services by UTMB with payment expected from COUNTY within thirty (30) days.
3. Internal disbursement of this reimbursement between hospital and professional departments will be the responsibility of UTMB.
4. To the extent allowed by state and federal law, UTMB may establish a minimum fee payable by patient.
5. Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

Richard S. Moore
Vice President for Business Affairs
The University of Texas Medical Branch at Galveston
301 University Blvd.
Galveston, Texas 77555-0126

With xerox copy sent to:

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Gus J. Oppermann, IV
Director, Administrative Affairs
Room 531 Jennie Sealy Hospital
Galveston, Texas 77555-0401

All payments shall be made to UTMB in the following manner:

The University of Texas Medical Branch at Galveston
Accounting Department
P. O. Box 200349
Houston, Texas 77216-0349

All written correspondence and statement of charges set out above shall be made to
COUNTY in the following manner:

Written correspondence and statement of charges to:

Williamson County and Cities Health District
Social Services Division
Attn: Julia Howard
211 Commerce Street, Suite 109
Round Rock, Texas 78664

F. Effective Date,

This AGREEMENT shall commence on October 1, 1997 and terminate on September 30,
1998 unless extended in writing by mutual consent of both parties. This AGREEMENT
may be terminated by either party by providing ninety (90) days written notification of
termination to the other party.

G. Other considerations

COUNTY understands and agrees that without prior written approval of UTMB, certain elective procedures, including without limitation, oral or plastic surgical procedures, are not covered by this AGREEMENT.

Notwithstanding the immediately preceding sentence, and subject to UTMB's prior written approval, certain particular elective procedures may be performed for a minimum fee set by UTMB for such procedure and payable by the patient.

Executed on this _____ day of _____, 19____.

THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT GALVESTON

COMMISSIONER'S COURT OF
WILLIAMSON COUNTY

Richard S. Moore
Vice President for Business Affairs

John C. Daefler 10-7-97

James F. Arens, M.D.
Vice President for Clinical Affairs

Courtney M. Townsend, Jr., M.D.
Chairman, MSRDP Board

AGENDA ITEM # 13

October 7, 1997

Hear status report on computer upgrades and anti virus installations in Williamson County.

Otis Coufal Information Services Departmental Head reported on status of computer upgrades and anti virus installations in Williamson County. After discussion the decision was made for Mr. Coufal to return to court at a later date with additional information.

AGENDA ITEM # 14

October 7, 1997

Consider noting the following deputies have completed basic certification training:

Derrick Dutton, Michael Ferguson, Richard Rease, Brett Robinson and David Scurlock

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To note Derrick Dutton, Michael Ferguson, Richard Rease, Brett Robinson and David Scurlock have completed basic certification training.

Vote: Motion carried 3 - 0 with Commissioner Heiligenstein absent from the dais.