

AGENDA ITEM 31

Discuss and take appropriate action concerning agreement with the Texas Conference of Urban Counties for the provision of professional services to bring the county into compliance with the HIPAA privacy regulations as adopted by the federal Department of Health and Human Services.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To approve an agreement with the Texas Conference of Urban Counties for the provision of professional services to bring the county into compliance with the HIPAA privacy regulations as adopted by the U.S. Department of Health and Human Services.

Vote: **4 - 0**

< Attachment >



OCT 16 2002

October 14, 2002

TO: Urban Counties
FROM: Donald Lee, Executive Director

RE: **Formation of HIPAA Compliance Project**

Chair

Commissioner
El Franco Lee
Harris County

Chair Elect

Commissioner
Mike Heiligenstein
Williamson County

Vice-Chairmen

Comm. Phyllis Cole
Collin County

Judge Jose Pulido
Hidalgo County

Comm. Glen Whitley
Tarrant County

Comm. Tim Brown
Bell County

Comm. Margaret Gomez
Travis County

Executive Director

Donald Lee

Member Counties

Bell ~ Bexar

Brazoria ~ Brazos

Cameron ~ Chambers

Collin ~ Comal

Dallas ~ Denton

El Paso ~ Ellis

Fort Bend ~ Galveston

Grayson ~ Gregg

Guadalupe ~ Harris

Hays ~ Hidalgo

Hunt ~ Jefferson

Johnson ~ Kaufman

Lubbock ~ McLennan

Midland ~ Nueces

Rockwall ~ San Patricio

Smith ~ Tarrant

Travis ~ Webb

Williamson

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Hopefully all urban counties are aware of the approaching deadlines imposed upon counties to comply with requirements of HIPAA (Health Insurance Portability and Accountability Act of 1996). We have held two educational events and recently joined with TAC to provide a written memo to every county judge on certain deadlines that occur in October.

In response to requests from members, the Board of the Urban Counties has approved a new project that provides all participating counties with professional services necessary to comply with HIPAA. Current and former General Counsels to the Urban Counties, John Dahill and Ray Martinez, will provide the services.

Participating counties will be required to provide reasonable assistance, such as having knowledgeable personnel complete a questionnaire regarding the collection and handling of personal health information (PHI) in the County, and meeting with Martinez and Dahill to answer questions about the County's collection and handling of PHI. The specific deliverables for each county are:

1. A request for one-year extension for code set compliance (if applicable);
2. Written privacy policies appropriate for your county;
3. Business associate agreements appropriate for your county;
4. All other documents necessary for compliance with privacy regulations; and
5. ½ day of training to implement the new policies.

The cost per county is \$5,500 for each county with a self-funded employee benefit plan or which receives personal health information under a fully insured benefit plan, and \$4,000 for all other counties

Participating in this project will allow a county to comply with the current privacy regulations. We have not found a service provider who will provide these same deliverables for less than \$25,000. By going in as a group, we estimate that you will save at least \$19,500 compared to procuring these services alone. We will need 10 counties to participate in order for the project to work.

**Memo to Urban Counties re: HIPAA Compliance Project
October 14, 2002, Page 2 of 2**

The Urban Counties HIPAA compliance project is designed to obtain compliance with one of three sets of regulations covered by HIPAA: the privacy regulations.

Assistance on the other two sets of regulations is limited for the following reasons:

1. Regulations for electronic transactions and code sets impact counties in highly unique ways – the project will only provide general consulting and advice regarding compliance with these regulations. Most counties should not be significantly impacted by these regulations.
2. Regulations related to physical security of private health information have not been finalized – the project will keep counties informed of developments and propose any further services necessary for compliance if appropriate.

To participate in this project your commissioners court needs to approve the included agreement with the Urban Counties. A draft commissioners court order is also included.

Should you have any questions or desire additional information, please contact John Dahill, Michael Vasquez, or me at (512) 476-6174.

ORDER NO.:

DATE: 10-22-02

STATE OF TEXAS §
COUNTY OF Williamson §

BE IT REMEMBERED, at a regular meeting of the Commissioners' Court of Williamson County, Texas, held on October 22, 2002, on motion made by COMMISSIONER HAYS, and seconded by COMMISSIONER BOATRIGHT, the following Order was adopted:

WHEREAS, pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the federal Department of Health and Human Services has adopted privacy regulations applicable to "covered entities"; and

WHEREAS, the operation of the County's employee benefits program and community health and medical services may qualify the County as a "covered entity" under HIPAA; and

WHEREAS, all "covered entities" are required to undertake certain measures in order to safeguard the privacy of "protected health information"; and

WHEREAS, failure to comply with the HIPAA privacy regulations by April 14, 2003 may subject the County to suit by the Department of Health and Human Services; and

WHEREAS, the Texas Conference of Urban Counties is organizing a collective effort of its members to comply with the HIPAA privacy regulations while realizing economies of scale; and

WHEREAS, the County desires to participate in that collective effort.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the WILLIAMSON County Commissioners Court does hereby approve the attached agreement with the Texas Conference of Urban Counties for the provision of professional services to bring the County into compliance with the HIPAA privacy regulations.

DONE IN OPEN COURT this the 22nd day of October, 2002.

John C. Dwyer 10-22-02
County Judge

Comm. Dist. #1

Comm. Dist. #3

Comm. Dist. #2

Comm. Dist. #4

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is by and between the Texas Conference of Urban Counties (Urban Counties) and _____ County (County) for professional services to bring the County into compliance with privacy regulations adopted by the federal Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

I. Urban Counties' Responsibilities

The Urban Counties will provide turn-key services to County so that County is compliant with HIPAA privacy regulations. The specific deliverable are:

1. written privacy policies appropriate for the County;
2. business associate agreements appropriate for the County;
3. all other documents necessary for compliance with privacy regulations; and
4. ½ day of training to implement the County's new policies.

II. County's Responsibilities

The County shall make available to the Urban Counties personnel knowledgeable of the County's operations that may or do collect or handle "personal health information" as defined in the privacy regulations adopted pursuant to HIPAA. Such personnel will be required to timely complete a questionnaire and shall be available to respond to requests for information from the Urban Counties in a timely manner. County shall also assist the Urban Counties in arranging and conducting a site visit in the County, and shall provide space for the Urban Counties to train County's personnel regarding HIPAA privacy regulations.

III. Term

This Agreement shall be effective from the date last executed by a party until the completion by each party of its responsibilities under this Agreement. It is understood by the parties that compliance with the HIPAA privacy regulations is required by no later than April 14, 2003.

IV. Compensation

For services rendered pursuant to this Agreement, the County shall pay the Urban Counties the sum of \$5,500 if the County has a self-funded employee benefit plan or receives personal health information (PHI) under a fully-insured benefit plan. This amount is reduced to \$4,000 if the County (1) does not have a self-funded employee benefit plan and does not receive personal health information under a fully-insured plan; or (2) provides written notice to the Urban Counties upon execution of this Agreement that the County wishes to exclude its benefit plan(s) from this Agreement. One-half of the appropriate sum is due upon the execution of this Agreement, and the balance is due

upon completion of the services by the Urban Counties. If the County is unsure of whether or not it receives PHI under its fully-insured benefits plan, it shall pay \$2000 upon execution of this Agreement. The Urban Counties will notify the county in writing if it is discovered during the performance of services under this Agreement that the County does receive PHI, in which case the County will owe \$3500 to the Urban Counties upon completion of the services.

V. Governing Law and Venue

This Agreement shall be construed in accordance with the laws of the State of Texas. Exclusive venue for any legal actions between the parties arising from this Agreement shall be in the _____ County.

VI. Agency

It is agreed and understood that the Urban Counties is an independent contractor, and nothing herein shall be construed as creating an agency or employer/employee relationship between the parties.

VII. Amendment

This Agreement may be amended only by written instrument duly executed by each party.

Texas Conference of Urban Counties

Williamson County

Donald Lee, Executive Director

John C. Daefler
County Judge

Date

10-22-02
Date

AGREEMENT FOR LEGAL SERVICES

This Agreement is entered into by and between the Conference of Urban Counties, represented by its Executive Director, Donald Lee (CUC) and John B. Dahill and Ray Martinez III (Attorneys) for the provision of legal services.

TERM

The term of this Agreement shall be for the period October 1, 2002 thru the completion of services as set forth herein. Either party may earlier terminate this Agreement upon breach of the Agreement by the other party and a failure to cure such breach within a period of 30 days following written notice from the non-breaching party.

SERVICES TO BE PERFORMED

1. Attorneys shall lead and coordinate a coalition of counties contracting with the CUC with the goal of collectively attaining complete compliance with all requirements of the privacy regulations adopted under HIPAA. Specifically, attorneys shall organize and lead periodic conference calls of participating counties, provide written updates to participating counties of relevant and timely developments, and make timely recommendations to the group of all actions or considerations necessary to ensure the success of the project.

2. The specific deliverables are:

- Request for one-year extension for code set compliance (if applicable);
- Privacy policies;
- Business associate agreements;
- All other documents necessary for compliance with privacy regulations; and
- ½ day of training to implement policies.

COMPENSATION

The CUC shall pay Attorneys the sum of five thousand five hundred and no/100 dollars (\$5,500) for each county with a self-funded employee benefit plan or which receives personal health information under a fully-insured benefit plan, and four thousand and no/100 dollars (\$4,000) for each county that does not have a self-funded employee benefit plan and which does not receive personal health information under a fully-insured plan. Payment shall be made as follows: one-half of the appropriate sum due before Attorneys begin work for a county and the balance due upon completion of the services for a county by Attorneys.

Although not anticipated, the CUC agrees to pay Attorneys for any extraordinary out-of-pocket expenses, such as delivery services and travel beyond 2 site visits per county. Attorneys will obtain approval from the CUC Executive Director prior to incurring such expenses.

If the number of counties in the coalition exceeds 15, the compensation levels as a whole and per county may be adjusted as appropriate by the CUC.

OVERSIGHT

The Attorneys, with the assistance of the CUC, shall organize a group of individuals representing participating counties to serve as an oversight body for this contract. Attorneys agree to organize and lead this body and provide reasonably detailed reports regarding the status of their services as to each participating county.

AGENCY

Attorneys are independent contractors, and nothing herein shall be construed as creating an employer-employee or agency relationship between the parties.

ASSIGNMENT

This Agreement is not assignable by either party. A change in the legal structure of any parties business, whether by incorporation, association with a firm, or otherwise, shall not constitute an assignment.

APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of Texas.

The Conference of Urban Counties

John B. Dahill

Donald Lee, Executive Director

John B. Dahill

Date

Date

Ray Martinez III

Ray Martinez III

Date

AGENDA ITEM 32

Discuss and take appropriate action on hiring an assistant to be shared by Commissioners of Pct. #3 and #4.

No action was taken on this agenda item, which will be added to the October 29, 2002 agenda.

AGENDA ITEM 33

Consider approval of additional services for Parmer Lane - FM 1431 to SH 29.

Mike Weaver stated that this item concerns a request from Turner, Collie & Braden for additional services on Parmer Lane in the amount of \$103,068.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve an additional services request from Turner, Collie & Braden, Inc., in the amount of \$103,068.

Vote: **4 - 0**

< Attachment >