

AGENDA ITEM 19

Consider approving Letter of Agreement with the Medical Director and Williamson County Juvenile Services.

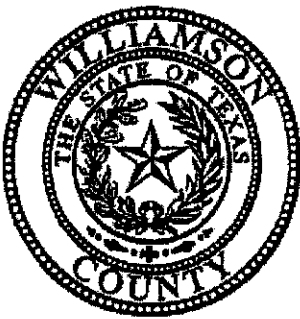
Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To renew the Letter of Agreement with the Medical Director, James Thompson, and Williamson County Juvenile Services.

Vote: 5 - 0

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**WILLIAMSON COUNTY JUVENILE
SERVICES DEPARTMENT
1821 SE Inner Loop
GEORGETOWN, Texas 78626**

<http://www.williamson-county.org>

**Letter of Agreement with the Medical Director and Williamson
County Juvenile Services**

The following is a letter of agreement between Williamson County Juvenile Services and James B. Thompson, M.D. (on behalf of Physicians Center P.A. of Georgetown, Texas). Both parties agree to the following:

1. **TERMS:** Williamson County Juvenile Services will pay Physicians Center P.A. the sum of \$4166.21 per month (a total of \$50,000 annually) for James B. Thompson, M.D. to be their Medical Director (hereinafter "Responsible Physician") to Williamson County Juvenile services.
2. **STANDING ORDERS:** The Responsible Physician will rite and sign Williamson County Juvenile Services Standing Orders for basic healthcare and over-the-counter medication administration.
3. **DUTIES:** The Responsible Physician will provide written and signed documentation that Williamson County Juvenile Services Detention and Academy Facilities comply with the following American Correctional Association Healthcare Standards:
 - a. That the designated Health Authority for Williamson County Juvenile Services is James B. Thompson. Final medical judgment will rest with a single designated physician that is the Responsible Physician.
 - b. That Williamson County Juvenile Services has provided adequate space, equipment, supplies, and materials, as determined by the Responsible Physician, for the performance of primary health care delivery.
 - c. That the specific duties of qualified medical personnel are governed by written job descriptions approved by the Responsible Physician and the facility administrator.
 - d. That the person administering medications has training from the Responsible Physician, is accountable for administering medications to others and records the administration of medications in a manner and on a form approved by the Responsible Physician.
 - e. That the Responsible Physician designates health problems that detained juveniles should be screened for on arrival to the facility.

- f. That the Responsible Physician will review the results of all Health Appraisal medical examinations and tests and identifies problems.
- g. That the Responsible Physician approves the contents, number, location and procedure for periodic inspection of the first aid kits.
- h. That the Responsible Physician is available at a minimum of once per week to each juvenile.
- i. That the responsible Physician will designate specific referral sources in advance for screening, care and/or referral for care for mentally ill or retarded juveniles. That MHMR is designated as the specific referral source, and that the MHMR doctors will approve and supervise emergency transfers to mental health facilities.
- j. That the Responsible Physician will review, approve and sign off on all military disciplinary/physical training exercises utilized by the Academy.
- k. That the Responsible Physician will approve and sign off on the "Williamson County Juvenile Services Academy and Juvenile Justice Alternative Education (JJAEP) Approved Physical Form" that is used to screen juveniles for the Academy residential and JJAEP programs.
- l. That the Responsible Physician will be available once each week to respond to juvenile complaints regarding service they did or did not receive from other health care personnel. .
- m. That the Responsible Physician will review, approve and sign off on all Williamson County Juvenile Services healthcare and related forms.
- n. That the Responsible Physician will review, approve and sign off on all Williamson County Juvenile Services healthcare and related policies and procedures.
- o. That the Responsible Physician will provide medical coverage by being physically at the Detention Facility Infirmary and/or the Academy Facility Infirmary to see patients from the Juvenile Detention Facility Center and Williamson County Academy for up to four (4) hours per week (with the exception of approved vacations). The number of hours actually spent by the doctor at one of the infirmaries will be based on patient's needs determined and agreed upon by both the doctor and the Williamson County Juvenile Services Nurse, but will not exceed four (4) hours per week.
- p. The Responsible Physician will provide phone consultation to the Williamson County Nursing Staff during regular business hours. The Responsible Physician will designate an On Call Physician to provide phone consultation during all other times.
- q. The Responsible Physician will complete physicals on Academy residents and/or JJAEP cadets to determine the juvenile's fitness to perform the physical training exercises approved by the Responsible Physician.

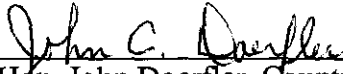
4. **TERMINATION:** The term of this Agreement is for one year. Its renewal is subject to the written approval of both parties and the Williamson County Commissioners Court. This Agreement will remain in effect until such time as one of the parties withdraws in writing, at least thirty (30) days prior to the termination date, or this Agreement terminates by its own terms.
5. **ENTIRE AGREEMENT:** This Agreement constitutes the full and complete agreement between the Parties relating to the matters specified in this Agreement and supersedes all prior representations and agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party.
6. **SEVERABILITY:** Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the limited extent of such determination, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions, unless their invalidity or enforceability are so critical to this Agreement as to make it unreasonable to proceed in their absence.
7. **HOLD HARMLESS:** Williamson County agrees to hold the Responsible Physician harmless from any and all claims arising from the proper discharge of his duties under this agreement, except for claims arising from the negligence or intentional acts of the Responsible Physician, his employees, agents or independent contractors.
8. **SIGNED:**

Charles M. Skaggs, Chief W.C.J.S.
1821 SE Inner Loop
Georgetown, Texas 78626

date / time

Dr. James B. Thompson
Physicians Center P.A.
3721 Williams Drive
Georgetown, Texas 78628
Tax ID 74-2635760

date / time


Hon. John Doerfler, County Judge for the
Williamson County Commissioners Court
710 Main street, Suite 201
Georgetown, Texas 78626

10-21-03

date / time

AGENDA ITEM 20

Discuss and consider entering into an agreement with the Brushy Creek MUD concerning a new treated water line along Great Oaks Drive between Sam Bass Road and Brushy Creek (Pct. 3)

James W. "Jimmy" Griffith, P.E., addressed the court in his capacity as District Engineer for the Brushy Creek Municipal Utility District, regarding the development of a water treatment system which would provide potable water to the homes of his M.U.D. Mike Taylor, the general manager of the Brushy Creek M.U.D., also addressed the court to explain the reasons for the development of this system, the process by which it has been developed, and cost of the project. Both speakers gave specific attention to the issue of the treated water line placement within the right of way of Great Oaks Drive.

Louis Frank Burchers, in his capacity as a professional in commercial real estate, addressed the court in to state that the property in question could cost as much as \$6,000,000.00 in the purchase of the property known as "the Walsh ranch." He was joined by Daniel McFall, who spoke as a Walsh relative with financial interests in the property in question, and Judy Sharp, who spoke in her capacity as a member of the M.U.D. and as a long-term resident of the neighborhood. Frank Zipperer also spoke up in opposition to the project.

The discussion of an agreement with the Brushy Creek MUD concerning a new treated water line along Great Oaks Drive between Sam Bass Road and Brushy Creek was tabled until such time as a written version of the agreement is available for consideration. Mr. Griffith and Mr. Taylor said they would coordinate with Dale Rye on the verbiage of the agreement.

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