



# Item 5 REVISED Travis County Commissioners Court Agenda Request

**Meeting Date:** September 11, 2012

**Prepared By/Phone Number:** David A. Salazar 854-4107

**Elected/Appointed Official/Dept. Head:** Sherri E. Fleming,  
County Executive for Health and Human Services and Veterans Service

**Commissioners Court Sponsor:** County Judge Samuel T. Biscoe

## **AGENDA LANGUAGE:**

Consider and Take Appropriate Action Regarding a Participation Agreement with Central Health Acting as Anchor Agency for the Region VII Regional Healthcare 1115 Waiver Project.

## **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Under the Patient and Affordable Care Act of 2010, local governments and public hospitals are permitted to apply for a waiver, commonly referred to as the "1115 Waiver", to undertake research and demonstration projects that enhance the quality or reduce the cost of Medicaid services while granting providers access to supplemental funding for uninsured care and providing additional Federal matching funds to reform the healthcare delivery system. These additional funds can be used outside the hospital systems to provide services in the region.

## **STAFF RECOMMENDATIONS:**

Staff recommends that the Court approve a resolution for its participation in the Regional Healthcare 1115 Waiver Project and designating Central Health as the Anchor Agency. In addition, Staff recommends that the Court enter into a participation agreement regarding the Regional Healthcare 1115 Waiver Project.

## **ISSUES AND OPPORTUNITIES:**

Due to recent changes to managed care, hospitals are no longer permitted to access supplemental payments. To avoid loss of this funding, the State applied for a special waiver of certain Medicaid conditions in accordance

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with §1115 of the Social Security Act. While participation is not mandatory, the Texas Health and Human Services Commission has designated Central Health as the “anchor entity” for the eight county region or Regional Healthcare Partnership (RHP) in Central Texas. This program has the potential to access significantly more Federal healthcare dollars than had previously been allocated to the region and to change the way providers receive supplemental funding for Medicaid and uninsured patients.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

This does not affect the County’s current budget.

**REQUIRED AUTHORIZATIONS:**

John Hille, Assistant County Attorney

Mary Etta Gerhardt, Assistant County Attorney

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**RESOLUTION  
1115 WAIVER / REGIONAL HEALTH PARTNERSHIP 7**

**WHEREAS**, Travis County wishes to participate in the Texas Health and Human Services Commission, Texas Healthcare Transformation and Quality Improvement Program 1115 Waiver program ("1115 Waiver") to enhance medical care for the community it serves;

**WHEREAS**, as part of the 1115 Waiver, Travis County desires to join a regional health partnership to promote system transformation, including improved access, quality, cost-effectiveness, and coordination within the region's geographical boundaries;

**WHEREAS**, Region 7 is a regional health partnership under the 1115 Waiver which operates as a locally-developed confederation that funds the state share of all 1115 Waiver payments in a partnership;

**WHEREAS**, a Membership Agreement for Region 7 has been presented to the Commissioners Court of Travis County that allows for Travis County to participate in Region 7;

**WHEREAS**, the Commissioners Court of Travis County has considered the Membership Agreement for Region 7 and determined that participation in Region 7 will benefit the citizens who reside within the community; and

**WHEREAS**, the Commissioners Court of Travis County has determined that it is in the best interest of the community to approve and execute the Membership Agreement and that the terms are satisfactory to the Commissioners Court;

**NOW, THEREFORE, BE IT RESOLVED**, that the Commissioners Court of Travis County hereby adopts the following resolutions:

1. The Commissioners Court of Travis County approves participation in Region 7 in the same or similar manner contemplated in the Membership Agreement for Region 7, and approves the terms of the Membership Agreement for Region 7 attached to this Resolution as Exhibit 1, with the understanding that additional agreements may be executed setting forth the specifics of the transactions contemplated therein.

2. The Commissioners Court of Travis County designates Sherri Fleming, County Executive, Travis County Health, Human Services and Veterans Services, to serve on the Region 7 Board of Directors to represent Travis County and report back to the Travis County Commissioners Court concerning recommendations for execution and deliver any and all agreements and instruments to the Travis County Commissioners Court for consideration and approval, and provide the Travis County Commissioners Court with any and all information necessary or advisable for the Travis County Commissioners Court to determine its participation in Region 7.

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge

\_\_\_\_\_  
Ron Davis, Commissioner  
Precinct One

\_\_\_\_\_  
Sarah Eckhardt, Commissioner  
Precinct Two

\_\_\_\_\_  
Karen Huber, Commissioner  
Precinct Three

\_\_\_\_\_  
Margaret Gómez, Commissioner  
Precinct Four

**REGIONAL HEALTH PARTNERSHIP 7  
MEMBERSHIP AGREEMENT**

This Membership Agreement ("Agreement") is entered into effective as of the 11<sup>th</sup> day of September, 2012 (the "Effective Date"), by and between Regional Health Partnership 7 ("RHP 7") and Travis County ("Member").

**RECITALS**

**WHEREAS**, Member wishes to participate in the Texas Health and Human Services Commission ("HHSC"), Texas Healthcare Transformation and Quality Improvement Program 1116 Waiver program (the "Waiver") to enhance medical care for the community it serves;

**WHEREAS**, Member desires to join a regional health partnership under the Waiver;

**WHEREAS**, RHP 7 is a regional health partnership under the Waiver which operates as a locally-developed confederation that funds the state share of all Waiver payments in a partnership;

**WHEREAS**, Member and RHP 7 intend this Agreement to satisfy the legal and administrative requirements for participation in the Waiver;

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the parties hereto agree as follows:

**ARTICLE 1**  
**PURPOSE**

1.1 The parties will participate to identify, assess and implement opportunities to improve access to the quality of healthcare, reduce healthcare costs, improve the health of populations and transform the healthcare delivery system.

**ARTICLE II**  
**MEMBER**

2.1 Member shall be a member of RHP 7.

2.2 Member shall appoint a designated representative to serve on the RHP 7 Board of Directors and attend meetings. If Member is eligible and proposes to make an intergovernmental transfer ("IGT") to be outlined in the regional plan (the "Plan"), Member shall be a voting Member. Otherwise, Member shall be a non-voting Affiliate Member.

2.3 If Member is a non-voting Affiliate Member, but is a performing provider, Member may be entitled to vote if approved by a majority vote of the voting Members.

2.4 Member shall work cooperatively with RHP 7 to identify, assess and implement opportunities to improve access to the quality of healthcare, reduce healthcare costs, improve the health of populations and transform the healthcare delivery system.

2.5 If Member is eligible to provide funding for an IGT, should Member chose to provide such funding, any funds it submits to the state for such IGT shall be from sources permitted by state and federal law.

2.6 Member shall provide RHP 7 all required documentation to participate in the Waiver as reasonably requested by RHP 7.

2.7 Member shall retain the following exclusive rights:

2.7.1 If Member is eligible to provide funding for an IGT, Member shall, to the extent provided by law, have sole discretion as to the amount and type of funding (uncompensated care or DSRIP), as well as type of DSRIP project, if any, of any IGT by Member;

2.7.2 Member shall retain the exclusive right to decide which, if any, entities to affiliate with, and, if Member is eligible to provide funding for an IGT, the amount of any IGT for such entities; and

2.7.3 If Member is eligible to provide funding for an IGT, Member's IGT shall comply with the rules and regulations of the Waiver, and such allocation rules of such IGTs for the private facilities.

### **ARTICLE III** **RHP 7**

3.1 RHP 7 shall work cooperatively with Member to improve access, availability, efficiency, delivery, and funding for health care services.

3.2 RHP 7 shall not assume any powers or authority over any affairs of Member.

3.3 The Board of Directors of RHP 7 may adopt a resolution establishing one or more committees delegating specified authority to a committee, including an Executive Committee.

### **ARTICLE IV** **TERM AND TERMINATION**

4.1 **Withdrawal.** Member may terminate its participation in this Agreement and in the Waiver by providing thirty (30) days prior written notice to RHP 7.

4.2 **Removal of Member.** Member may be removed only if such Member's continued participation would violate the terms and conditions of the Waiver or the Plan.

4.3 **Term and Termination.** The term of this Agreement shall be from Effective Date through September 30, 2016, or the date the Waiver is terminated, whichever occurs first. Unless otherwise terminated, this Agreement shall automatically renew thereafter for additional terms of one (1) year.

### **ARTICLE V** **GENERAL**

5.1 **Change in Law.** If any provision of this Agreement or the Waiver is determined by the federal or state government or by a court of law to be in violation of a federal or state law or regulation, or there is a change in any state or federal law or regulation that adversely affects this Agreement, then any party may propose by written notice a new basis for continuation of the Agreement. IF notice proposing a new basis for continuation of the Agreement is given and the parties are unable to agree within thirty (30)

days on a new basis for continuation of the Agreement, any party may withdraw from the Agreement immediately upon providing prior written notice to the other parties.

5.2 Relationship Between the Parties. No party to this Agreement is an agent or employee of any other party.

5.3 Assignment. No party may assign any right, obligation, or responsibility under this Agreement.

5.4 Third Party Beneficiary. The parties to this Agreement do not intend to establish any third party beneficiary relationship by virtue of this Agreement.

**IN WITNESS WHEREOF**, each of the undersigned has caused this Agreement to be duly executed in tis name and on its behalf.

**RHP 7:**

**MEMBER:  
TRAVIS COUNTY**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name: Samuel T. Biscoe**

**Title:** \_\_\_\_\_

**Title: Travis County Judge**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Entity Name: Travis County**  
**Entity Address: P. O. Box 1748**  
**Austin, Texas 78767**  
**Entity Contact: Sherri Fleming**  
**County Executive**  
**TCHHSVS**  
**Entity Telephone: (512)854-4100**  
**Entity Email: sherri.fleming@co.travis.tx.us**