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OFFICIAL PUBLIC RECORD



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**NOTICE OF MEETING OF THE
COMMISSIONERS COURT OF POLK COUNTY, TEXAS # 52**

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on Monday, July 22, 1996 at 10 00 a m in the County Courthouse, Livingston, Texas, at which time the following subjects will be discussed, to wit

SEE ATTACHED AGENDA

Dated July 17, 1996

Commissioners' Court of Polk County, Texas

By

John P. Thompson
John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of Polk County Commissioners Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said notice in the County Courthouse of Polk County, Texas, at a place readily accessible to the general public at all times on July 17, 1996, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Notice filed, July 17 1996

Barbara Middleton, County Clerk

By

Barbara Middleton



COMMISSIONERS COURT AGENDA

for: MONDAY - JULY 22, 1996 - 10:00 A.M.

CALL TO ORDER

- 1 WELCOME - Public Comments & Discussion
- 2 INFORMATIONAL REPORTS
- 3 CONSIDER APPROVAL OF MINUTES for meeting of July 8, 1996

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 96 JUL 17 AM 9 46
 COUNTY CLERK

NEW BUSINESS

- 4 CONSIDER RENEWAL OF INDIGENT HEALTH CARE SERVICES CONTRACT BETWEEN COUNTY AND UTMB
- 5 CONSIDER OFFERS TO PURCHASE COUNTY TAX FORECLOSURE PROPERTIES PCT 1, FORESTERS RETREAT #1, LOT 157, RIVER LAKE ESTATES #2, LOTS 202 & 203, LAKELAND HIDEAWAY #2, LOTS 94 & 96
- 6 CONSIDER APPROVAL OF 1996 BUDGET AMENDMENT REQUEST #9
- 7 CONSIDER 1996 BUDGET REQUIREMENTS FOR SHERIFF'S DEPT & JAIL
- 8 CONSIDER APPOINTMENT OF ELECTION JUDGES FOR NOVEMBER GENERAL ELECTION (PER RECOMMENDATIONS SUBMITTED BY COUNTY CLERK)
- 9 CONSIDER ACCEPTANCE OF CERTAIN ROADS (PCT 2) FOR COUNTY MAINTENANCE
- 10 CONSIDER APPROVAL TO ISSUE TIME WARRANT FOR PAYMENT OF SHERIFF'S DEPARTMENT TRANSPORT VEHICLE

CONSENT AGENDA ITEMS

- 11 CONSIDER APPROVAL AND PAYMENT OF BILLS (by Schedule)
- 12 CONSIDER APPROVAL OF PERSONNEL ACTION FORMS

ADJOURN

Next regularly scheduled meeting - August 12, 1996, 10 00 a m

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ADDENDUM TO

NOTICE OF MEETING # 52

Lain's signature

DAVID M. COLEMAN
CLERK

COMMISSIONERS COURT OF POLK COUNTY, TEXAS

THE FOLLOWING WILL SERVE TO AMEND THE AGENDA OF THE COMMISSIONERS COURT MEETING SCHEDULED FOR JULY 22, 1996 AT 10 00 a.m.

ADD,

- 13 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO AN AMENDATORY AGREEMENT BETWEEN POLK COUNTY AND MEMORIAL HEALTH SYSTEMS OF EAST TEXAS
- 14 CONSIDER APPROVAL OF APPLICATION FOR CHURCH ARSON PREVENTION GRANT FUNDING AND DETERMINE USE OF FUNDS

Posted on July 19, 1996

Commissioners' Court of Polk County, Texas

By *John P. Thompson*
John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of Polk County Commissioners Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said notice in the County Courthouse of Polk County, Texas, at a place readily accessible to the general public at all times on July 19, 1996 and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Dated July 19, 1996

Barbara Middleton, County Clerk

By *Barbara Middleton*

STATE OF TEXAS }
 COUNTY OF POLK }

DATE JULY 22, 1996
 REGULAR CALLED MEETING
 ALL PRESENT

BE IT REMEMBERED ON THIS THE 22nd DAY OF JULY, 1996
 THE HONORABLE COMMISSIONERS COURT MET IN A REGULAR CALLED MEETING
 WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT
 JOHN P THOMPSON, COUNTY JUDGE, PRESIDING B E "SLIM" SPEIGHTS,
 COMMISSIONER PCT#1, BOBBY SMITH, COMMISSIONER PCT#2, JAMES J
 "BUDDY" PURVIS, COMMISSIONER PCT#3, R R "DICK" HUBERT, COMMISSIONER
 PCT#4, AND BARBARA MIDDLETON, COUNTY CLERK, WHEN & WERE AMONG OTHER
 PROCEEDINGS HAD, CONSIDERED AND PASSED

- 1 MEETING WAS CALLED TO ORDER AT 10 00 AM, BY JUDGE JOHN P THOMPSON

PUBLIC COMMENTS

BENNY FOGLEMAN, REPUBLICAN CHAIRMAN FOR POLK COUNTY, REQUESTED THAT THE COMMISSIONER'S COURT, APPROVE "ONLY" BOTH PARTY JUDGES FOR THE GENERAL ELECTION, NOVEMBER 5, 1996 HE ASKED THAT ITEM #8, ON THE AGENDA, BE TABLED UNTIL THE LIST IS AMENDED BY THE COUNTY CLERK

- 2 INFORMATIONAL REPORTS

a PAT BRENNAN, OF RURAL METRO AMBULANCE SERVICE, REPORTED A NEW AMBULANCE STATION, IN CORRIGAN, HWY 59 NORTH & STRYKER ROAD, WILL BE OPENING AUGUST 5th, MONDAY FRIDAY
 b COUNTY CLERK SPOKE TO THE COURT ABOUT RECOMMENDATIONS OF ELECTION JUDGES FOR THE NOVEMBER GENERAL ELECTION

- 3 MOTIONED BY BOBBY SMITH, SECONDED BY R R "DICK" HUBERT TO APPROVE MINUTES FOR MEETING OF JULY 8, 1996
 ALL VOTING YES

- 13 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "BUDDY" PURVIS TO APPROVE AMENDATORY AGREEMENT BETWEEN POLK COUNTY & MEMORIAL HEALTH SYSTEMS OF EAST TEXAS
 ALL VOTING YES (SEE ATTACHED)

- 8 MOTIONED BY JAMES J "BUDDY" PURVIS, SECONDED BY B E "SLIM" SPEIGHTS TO TABLE ITEM #8, "CONSIDER APPOINTMENT OF ELECTION JUDGES FOR NOVEMBER GENERAL ELECTION (PER RECOMMENDATIONS SUBMITTED BY COUNTY CLERK)
 ALL VOTING YES

- 4 MOTIONED BY JAMES J "BUDDY" PURVIS, SECONDED BY BOBBY SMITH TO APPROVE RENEWAL OF INDIGENT HEALTH CARE SERVICES CONTRACT BETWEEN COUNTY AND U T M B (UNIVERSITY OF TEXAS MEDICAL BRANCH GALVESTON)
 ALL VOTING YES (SEE ATTACHED)

- 5 a MOTIONED BY B E "SLIM" SPEIGHTS, SECONDED BY BOBBY SMITH, TO REJECT THE BID TO PURCHASE COUNTY TAX FORECLOSURE PROPERTY IN PRECINCT #1 - FORESTERS RETREAT, SEC 1, LOT 157
ALL VOTING YES
- b MOTIONED BY B E "SLIM" SPEIGHTS, SECONDED BY R R "DICK" HUBERT TO ACCEPT THE BID TO PURCHASE COUNTY TAX FORECLOSURE PROPERTY IN RIVER LAKE ESTATES, SEC 2, LOTS 202 & 203
ALL VOTING YES
- c MOTIONED BY B E "SLIM" SPEIGHTS, SECONDED BY BOBBY SMITH TO TABLE ITEM #3 (c), OFFER TO PURCHASE TAX FORECLOSURE PROPERTY IN LAKELAND HIDEAWAY, SEC #2, LOTS 94 & 96
ALL VOTING YES
- 6 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "BUDDY" PURVIS, TO APPROVE 1996 BUDGET AMENDMENT REQUEST #9
ALL VOTING YES (SEE ATTACHED)
- 7 MOTIONED BY JAMES J "BUDDY" PURVIS, SECONDED BY R R "DICK" HUBERT, TO DELETE ITEM #7, "CONSIDER 1996 BUDGET REQUIREMENTS FOR SHERIFF'S DEPARTMENT & JAIL "
ALL VOTING YES
- 9 MOTIONED BY BOBBY SMITH, SECONDED BY R R "DICK" HUBERT TO APPROVE ACCEPTANCE OF CERTAIN ROADS (PCT #2) FOR COUNTY MAINTENANCE (SEE ATTACHED LIST)
ALL VOTING YES
- 10 MOTIONED BY BOBBY SMITH, SECONDED BY B E "SLIM" SPEIGHTS FOR APPROVAL TO ISSUE ONE YEAR TIME WARRANT \$14,900 00, FOR PAYMENT OF SHERIFF'S DEPARTMENT TRANSPORT VEHICLE BURKHALTER TRAILER MFG HAS DONATED A 16 FT TRAILER & HITCH FOR SAME
ALL VOTING YES
- 11 MOTIONED BY BOBBY SMITH, SECONDED BY B E "SLIM" SPEIGHTS TO APPROVE PAYMENT OF BILLS, BY SCHEDULE, PLUS ADDENDUM
ALL VOTING YES

DATE	AMOUNT	CHECK NUMBERS
7 8 96	50,265 83	117069 117121
7 10 96	2,130 16	9161, 9162 & 9163
7 11 96	175,6932315	117122 117131
7 17 96	213,849 58	117132 117257
7 19 96	9,026 52	117258 117390
7 22 96	33,435 81	(TO APPEAR ON FUTURE SCHEDULE)

- 12 MOTIONED BY BOBBY SMITH, SECONDED BY B E "SLIM" SPEIGHTS TO APPROVE PERSONNEL ACTION FORMS
ALL VOTING YES

- 14 a MOTIONED BY BOBBY SMITH, SECONDED BY B E "SLIM" SPEIGHTS TO APPROVE APPLICATION FOR CHURCH ARSON PREVENTION GRANT FUNDING ALL VOTING YES
- b MOTIONED BY R R "DICK" HUBERT, SECONDED BY B E "SLIM" SPEIGHTS TO APPROVE USE OF THOSE FUNDS, TO PREVENT ARSON AT LOCAL CHURCHES ALL VOTING YES
- 15 MOTIONED BY R R "DICK" HUBERT, SECONDED BY B E "SLIM" SPEIGHTS TO ADJOURN COURT THIS 22nd DAY OF JULY, 1996 ALL VOTING YES


JOHN P THOMPSON, COUNTY JUDGE

ATTEST


BARBARA MIDDLETON, COUNTY CLERK

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 Polk 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 MHIA 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 medications as required, consistent with UTMB Pharmacy policy, during the patient's inpatient stay. Prescription medications not to exceed a two week supply will be provided to outpatients in accordance with UTMB policy. In cases where eligible patients cease to require inpatient services as described above, or upon the return of an eligible outpatient to the primary care delivery program in the COUNTY, UTMB will provide sufficient prescription medications for a period not to exceed two (2) consecutive weeks unless the eligible patient's UTMB physician requests an exception to this policy. After such period, 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.

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 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 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.
- 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 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 an annual fixed rate of \$150,000 00, which UTMB will bill on a monthly basis beginning October 1, 1996 reflecting both obstetrical/neonatal and non-obstetrical services provided during the previous month at UTMB in Galveston
- 2 A list of patient names with the value of hospital, outpatient, emergency room, and professional services provided under this AGREEMENT will be provided by UTMB to COUNTY as a utilization report at least quarterly
- 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

Gus J Oppermann, IV
Director Administrative Affairs
Healthcare Financial Management
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

Judge John Thompson
Polk County Courthouse
Livingston, Texas 77351

Statement of charges to

Polk County Indigent Health Care ~~Eddie Dell Johnson~~
P O Box ~~1778~~ 1257
Livingston, Texas 77351



F Effective Date

This AGREEMENT shall commence on September 1, 1996 and terminate on August 31, 1997 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

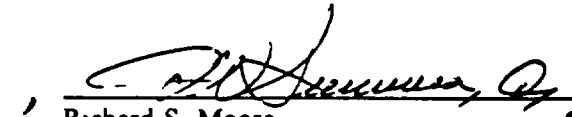
COUNTY understands and agrees that without prior written approval of UTMB, certain elective procedures, including without limitation, oral or plastic surgical procedures are not covered by the Agreement.

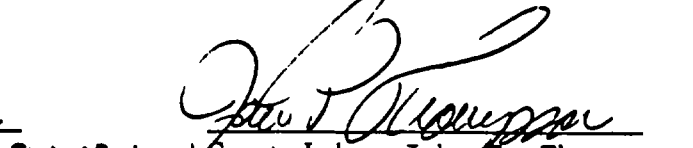
Notwithstanding the immediately preceding sentence, and subject to UTMB's prior written approval, certain particular elective procedures may be performed for a minimum fee set by UTMB for such procedure and payable by the patient

Executed on this 22nd day of July, 1996


THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT GALVESTON

COMMISSIONER'S COURT OF
POLK COUNTY



Richard S Moore
Vice President for Business Affairs



Content Reviewed County Judge, John P Thompson
dekatl


AUG 21 1996


James F Arens, MD
Vice President for Clinical Affairs


Commissioner, B E "Slim" Speights


Donald S Prough, MD
Chairman, MSRDP Board


Commissioner, Bobby Smith


Commissioner, James J "Buddy" Purvis


Commissioner, R.R "Dick" Hubert

POLK COUNTY BUDGET AMENDMENT

REQUEST #9

REQUESTED 7/22/96

REQUESTED BY Karen Remmert, County Auditor

	Increase	Decrease	Comments
10-695-394	100 00		To cover expenditures for remaining fiscal year
10-695-423	20 00		To cover expenditures for remaining fiscal year
10-695-490		120 00	Move money to cover line item expenditures
341			
10-560-396	\$16 00		Revenue \$516 received from storage of drug seizure vehicle
15-623 337	3 000 00		To cover expenditures for remaining fiscal year
15-623 100		3 000 00	Move money to cover line item expenditures
10-103-427	70 00		To cover expenditures for remaining fiscal year
10-103-480		70 00	Move money to cover line item expenditures
10-109-405	2 000 00		To cover expenditures for increased number of employee physicals
10-109 372		2 000 00	Move money to cover line item expenditures
10-157 372	200 00		To cover expenditures for remaining fiscal year
10-157-427		200 00	Move money to cover line item expenditures
51-645-204	148 76		To cover expenditures for remaining fiscal year
51-645-108		148 76	Move money to cover line item expenditures
15-622 105	2 000 00		To cover expenditures for remaining fiscal year
15-622 108	500 00		To cover expenditures for remaining fiscal year
15-622 201	250 00		To cover expenditures for remaining fiscal year
15-622 202	350 00		To cover expenditures for remaining fiscal year
15-622 205	500 00		To cover expenditures for remaining fiscal year
15-622 330	2 000 00		To cover expenditures for remaining fiscal year
15-622 338	1 500 00		To cover expenditures for remaining fiscal year
15-622 339	16 000 00		To cover expenditures for remaining fiscal year
15-622-420	200 00		To cover expenditures for remaining fiscal year
15-622-440	400 00		To cover expenditures for remaining fiscal year

15-622 56	Parts & Repair	6 527 95	To cover expenditures for remaining fiscal year
15-622-190	Miscellaneous	500 00	To cover expenditures for remaining fiscal year
15-622 571	Road Machinery & Equipment	3 000 00	To cover expenditures for remaining fiscal year
15-622 100	Balance Carryforward	33727 95	Move money to cover expenditures
10-403-484	County Clerk Election Expense	9 661 86	To cover expenditures for election supplies for remaining fiscal year
10-409-312	General Operations Office Supplies	9 661 86	from general operations and/or Commissioners Court contingencies
93-403-435	C Clerk Microfilm	5 841 40	Total amount taken from fund balance \$44 923 41 as of 7/19/96
83 271-000	RAP Fund Balance	5 841 40	
10-560-423	Sheriff's Mobil Phone/Pager	300 00	To cover expenditures for remaining fiscal year
10-401 352	Commissioners Court Contingencies	300 00	Move money to cover expenditures
10-512-391	Jail Medical	4 000 00	To cover expenditures for remaining fiscal year
10-401 352	Commissioners' Court Contingencies	4 000 00	Move money to cover expenditures
10-409-423	Texas Ranger Mobil Phone/Pagers	300 00	To cover expenditures for remaining fiscal year
10-409-352	Commissioners' Court Contingencies	300 00	Move money to cover expenditures
10-135-490	Jury Contingencies	19 957 75	Revenues received from TDCJ Special Unit Reimbursement Additional revenues expected from State of Texas \$29 736
		79 843 72	Difference includes \$516 from storage revenues from Sheriff and \$19 957 75 reimbursement from TDCJ
		59,369 97	

Date Approved. *John S. P. [Signature]*
 Approved By. *7/22/96*

POLK COUNTY



BILLY R NELSON, Sheriff
1733 N Washington
Livingston Texas 77351
(409) 327 8810

LEWIS MILNER
Chief Deputy

SHERLENE BROWN
Adm Assistant

July 22, 1996

To Commissioner's Court
From Billy Ray Nelson

Jail population on 7-22-96	79
Amount per meal for the month of June	60 cents
Inmates sent to TDCJ in the last four weeks	7
Inmates paper ready to go as of this date	4
Inmates serving time in Polk County Jail (Felony and Misdemeanor)	25
Inmates waiting for Felony trial	31
Inmates waiting motion to revoke probation (Felony and Misdemeanor)	19

This information can be assembled in about ten minutes as a result of the computer system.

**POLK COUNTY ROAD & BRIDGE
PRECINCT TWO**

**COMMISSIONERS COURT
JULY 22, 1996**

ROADS TO BE ACCEPTED FOR COUNTY MAINTENANCE:

RACCOON LANE (Twin Hills Subdivision) /
FALCON LANE (Twin Hills Subdivision) , 3
BLUEBIRD LANE (Kickapoo Estates Subdivision) 3
WHITE HERON (Kickapoo Estates Subdivision) /
1ST BLOCK OF HUMMINGBIRD LANE (Kickapoo Estates Subdivision) . /
GARDEN VILLA DRIVE (356 North) . ✓

FUND	DESCRIPTION	AMOUNT
V1	GENERAL	71.00
015	ROAD	1.00
032	SEWER	2.00
051	WATER	2.00
061	CEMENT	15.00
088	JOINT	524.00
TOTAL OF ALL FUNDS		502.00

THE PRECEDING LIST OF BILLS PA ABLE WAS REVIEWED AND APPROVED FOR PAYMENT

DATE 7/8/96 APPROVED BY [Signature]
[Signature]
County Auditor

SCHEDULE OF BILLS & FUND

FUND DESCRIPTION

DISBURSEMENTS

29 POL. DEPT. - SPECIAL CHM

2 130 16

TOTAL OF ALL FUNDS

2 130 16

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

DATE 7-16-94

APPROVED BY

Walter Symmet

County Auditor

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	96,582.29
015	ROAD & BRIDGE ADH	31,817.65
032	ENVIRONMENTAL SERVICES	9,897.41
051	AGING DEPT	5,906.58
101	ADULT SUPERVISION	17,983.37
104	DTP - CSR	1,048.73
107	CCP CORRIGAN OFFICE	1,257.03
108	CCP - SURVEILLANCE	2,869.10
184	JUVENILE PROBATION	2,596.56
185	CCAP - JUVENILE PROBATION	5,273.46
TOTAL OF ALL FUNDS		175,832.15

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PRESENT

DATE 7-11-96

APPROVED BY

John Doe Bennett
County Auditor

SCHEDULE OF BILLS TO BE PAID

FUNDS	DEPARTMENT	AMOUNT
015	ROAD & BRIDGE ACN	31 734 77
027	REPAIR FUND	20 00
032	EXPERIMENTAL SERVICES	7 880 94
037	LABORERS FUND	151 02
039	STATE OF ARK HO-CHECK FUND	464 9
040	AG'S DEPT	2 13 98
090	DRUG PAPER TUBE FUND	1 544 00
093	CO CLERK RECORDS MGMT FUND	7 213 89
TOTAL OF ALL FUNDS		2 3 849 58

THE RECEIVED IS A STATEMENT OF BILLS PAYABLE WAS RECEIVED AND APPROVED FOR PAYMENT

DATE 2-17-98

APPROVED BY

John Stewart
County Auditor

010	SE E	1	B E CE
015	RDAD & E	1	666 82
032	E	1	37 55
051	AG NS DEF	1	
088	JUD CIAP	1	
			1 37
			6 028 81

TOTAL OF ALL FUNDS

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

DATE 7-19-96

APPROVED BY

Glenn Bennett
County Auditor



KAREN REMMERT
County Auditor

POLK COUNTY

LIVINGSTON TEXAS

July 22, 1996

Addendum to Schedule of Bills for Commissioners Court

General Services Commission	\$ 1,573 34
Titan Indemnity (Amon Sylvestine 1,630 00 and Bill Ingram 1,725 17)	3,355 17
Info Guide on County Government	72 00
State Treasurer - Procedures Manual	42 95
Road & Bridge, Pct #3 Waste Management purchased motor for dozer	7,500 00
Burton Auto Supply (Budget Amendment)	216 95
Richard's Electric (Budget Amendment)	225 00
Gifford-Hill & Company (Budget Amendment)	836 76
Gifford-Hill & Company (Budget Amendment)	659 64
Gifford-Hill & Company (Budget Amendment)	147 75
Mustang Tractor & Equipment (Budget Amendment)	342 33
M & M Auto Supply (Budget Amendment)	1,293 29
Thomas Supply, Inc (Budget Amendment)	2,510 63
Barbara Middleton, Travel (Budget Amendment)	283 47
Walmart, Film & Photos (Budget Amendment)	408 39
Angelina Diagnostic Employee Physical (Budget Amendment)	44 00
Memorial Medical Employee Physical (Budget Amendment)	347 50
Lone Star Charlie Safety Awards Dinner (Budget Amendment)	94 72
Jerry Neal (C/O Issue Courthouse repairs)	7,232 00
AGT Electric	6,249 92
Total	\$33,435 81

DATE JULY 09 1996 THROUGH JULY 19, 1996

NO	NAME	DEPT	JOB CLASSIFICATION	TYPE OF EMPLOYEE	SALARY GROUP	ACTION TAKEN
(1)	CHRISTY ALLEN	DISTRICT CLERK	#105 DEPUTY CLERK	TEMPORARY PART TIME	UNCLASSIFIED \$6 00/HR	CHANGE TO LABOR POOL EFFECTIVE 07-09-96
(2)	RICKY A. WALTON	ROAD & BRIDGE PCT #1	#100 LIGHT EQUIPMENT OPERATOR	TEMPORARY FULL TIME	UNCLASSIFIED \$6 25/HR	NEW-HIRE 07 18-96
(3)	LUNDA KIDD	TAX OFFICE	#104 CHIEF DEPUTY CLERK	REGULAR FULL TIME	157 \$22,194.12	RESIGNED EFFECTIVE 07 20-96
(4)	RISA IVY	TAX OFFICE	#105 DEPUTY CLERK	REGULAR FULL TIME	89 \$16 928.12	PROMOTION TO #104 CHIEF DEPUTY 157 \$22,194.12 EFFECTIVE 07 20-96
(5)						
(6)						
(7)						
(8)						
(9)						
(10)						
(11)						
(12)						
(13)						
(14)						
(15)						
(16)						

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT (herein the "Agreement") is made by and between POLK COUNTY, TEXAS, a political subdivision of the State of Texas ("Landlord"), MEMORIAL HEALTH SYSTEM OF EAST TEXAS, a Texas non-profit corporation ("Tenant"), POLK COUNTY HOSPITAL FOUNDATION, a Texas non-profit corporation ("Foundation"), and MEMORIAL HOSPITAL OF POLK COUNTY, a Texas non-profit corporation ("MHPC") upon the terms and conditions set forth herein

PREFACE

1 Master Agreement Landlord and Tenant did heretofore enter into and execute a Master Agreement (herein the "Master Agreement") covering and describing Polk County Memorial Hospital dated as of June 20, 1994, the terms and provisions of which are incorporated herein by reference and made a part hereof for all purposes

2 Facility Lease Landlord and Tenant did heretofore enter into and execute a Lease Agreement (herein the "Facility Lease") dated as of June 20, 1994, wherein Landlord did let and lease unto Tenant and Tenant did take and lease from Landlord the Hospital (as defined in the Facility Lease) for an initial term of five (5) years commencing July 1, 1994, and terminating on June 30, 1999, the terms and provisions of which are incorporated herein by reference and made a part hereof for all purposes

3 Ground Lease Foundation and Tenant did heretofore enter into and execute a Lease Agreement (herein the "Ground Lease") dated as of July 1, 1994, wherein Foundation did let and lease unto Tenant and Tenant did take and lease from Foundation the Real Property (as defined in the Ground Lease) for the purpose of constructing thereon a New Facility (as defined in the Master Agreement), the terms and provisions of which are incorporated herein by reference and made a part hereof for all purposes

4 Local Hospital Board The Master Agreement provides for the establishment of a Local Hospital Board to insure community input and, to the degree provided in the Master Agreement, direction on health care in Polk County, Texas. MHPC has been formed pursuant to the Ground Lease, and, at present, the Local Hospital Board as required by the Master Agreement constitutes the Board of Directors of MHPC and performs the functions required by the Master Agreement and the Ground Lease

5 Termination of Ground Lease It has been determined by the Board of Directors of the Foundation that it is in the best interest of the Foundation to terminate the Ground Lease subject to (1) the approval of Landlord and Tenant, (2) the mutual release of the Foundation and Tenant from their respective obligations to perform, keep, and observe the agreements, covenants, and conditions

of the Ground Lease on their respective parts to be performed, kept, and observed, and (3) the mutual release of the Foundation and Tenant from any and all liability, past, present, or future, of whatsoever kind or character, by reason of or growing out of or arising or existing in connection with the execution of the Ground Lease or any of the terms or provisions thereof, or by reason of the breach or alleged breach or conduct or activity resulting in the breach or alleged breach, of any of the terms and provisions of the Ground Lease

NOW, THEREFORE, in consideration of the premises, the mutual promises of the parties hereto, and the mutual benefits to be derived by the performance hereof, the parties hereto have agreed and do hereby agree as follows

1 Accuracy of Recitals It is acknowledged that the recitals numbered 1-5, inclusive, as provided in the Preface immediately above are true and correct, and the same are incorporated into this document as a material part hereof. Defined terms contained in the Master Agreement shall have the same meaning when used herein unless such terms are assigned different meanings herein

2 Termination of Ground Lease The Ground Lease is hereby terminated and cancelled and the term thereof is brought to an end as of the 23rd day of July, 1996 (herein the "Termination Date"), with the same force and effect as if the term of the Ground Lease was, by the terms and provisions thereof, fixed to expire on July 23, 1996, subject, however, to the further terms, provisions, and conditions set forth in this Agreement. The Foundation and Tenant, from and after the Termination Date, are hereby respectively released from and discharged from their respective obligations to perform, keep, and observe the agreements, covenants, and conditions in the Ground Lease on their respective parts to be performed, kept, and observed

3 Mutual Release of the Parties Each and all of the parties to this Agreement and the officers, directors, agents, employees, and representatives of each and all of them are, from and after the Termination Date, released from any and all liability, past, present, or future, of whatsoever kind or character, by reason of or growing out of or arising or existing in connection with the execution of the Ground Lease or any of the terms or provisions thereof, or by reason of the breach or alleged breach or conduct or activity resulting in the breach or alleged breach, of any of the terms and provisions of the Ground Lease

4 Amendment to Master Agreement From and after the Termination Date, the Master Agreement shall be amended as follows

(a) The definition of "Related Agreements" as contained in Section 1.1 of the Master Agreement shall be amended to delete the "Foundation Agreement" as a component thereof

(b) The first sentence of Section 5 10 of the Master Agreement shall be amended to read as follows

"Tenant shall use commercially reasonable efforts, at its sole cost and expense (except as specifically provided otherwise in this Agreement and the Related Agreements), to develop and construct the New Facility in accordance with the strategic plan to be developed pursuant to Section 10 3

(c) Section 5 10 of the Master Agreement shall be amended by the addition thereto of the following sentence

"Tenant shall have the New Facility under construction on or before July 1, 1999 "

(d) The sentence contained in Section 6 1(b) of the Master Agreement presently providing

If said termination should be for reason of an Event of Default by Tenant, Tenant shall pay to Landlord, to the extent available out of accounts receivable collections of the Hospital, \$600,000 after all current liabilities have been paid, using first all funds in Tenant Accounts and then, to the extent needed collections of accounts receivable of the Hospital "

shall be amended to provide

If said termination should be for reason of an Event of Default by Tenant, Tenant shall pay to Landlord, to the extent available out of accounts receivable collections of the Hospital, \$600,000 (referred to for the purposes of this Master Agreement as the "Liquidated Damages") after all current liabilities have been paid, using first all funds in Tenant Accounts and then, to the extent needed collections of accounts receivable of the Hospital "

(e) Section 6 1(b) of the Master Agreement shall be amended by the addition of the following sentence

"Notwithstanding anything in this Master Agreement to the contrary, Tenant shall not be obligated to pay Liquidated Damages to the Landlord upon an Event of Default if such default is the result of Tenant not having commenced construction of a New Facility on or before July 1, 1999 "

(f) Section 10 4 of the Master Agreement shall be amended by the addition of the following paragraph

"In those instances where the approval of the Local Hospital Board is required prior to Tenant's taking action at the Hospital, such approval shall not unreasonably be withheld or delayed "

(g) The Master Agreement shall be amended by the addition thereto of the following Section 12 22

"12 22 Acceptability of Terms to Lender The parties hereto acknowledge that Tenant, in conjunction with the development and construction of the New Facility, will be required to seek financing necessary thereto (herein the "Financing") In the event Tenant should be unable to obtain Financing on reasonable terms because of objections to any of the provisions of this Master Agreement by the Lender or Lenders, the parties hereto, jointly and severally, agree to make reasonable accommodations to any such Lender or Lenders to permit the securing of reasonable Financing, including but not limited to the survivability of all or parts of Section 10 4 hereof "

5 Operation of Hospital Tenant or an Affiliate of Tenant (as permitted by the Master Agreement) shall operate and manage the Hospital pursuant to and in accordance with the terms and conditions of the Master Agreement subject to oversight by the Local Hospital Board required under the Master Agreement To this end, the functions of the Local Hospital Board may be continued as presently exercised through MHPC or Tenant, should it become advisable or necessary to the financing of the New Facility as contemplated by the Master Agreement or to comply with such requirements, if any, as should be imposed pursuant to that certain Master Trust Indenture as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental thereto entered into pursuant to the applicable provisions thereof (the "Master Indenture"), dated as of December 1, 1995, between Memorial Health System of East Texas as Obligated Group Agent and Memorial Specialty Hospital as the initial Members of the Obligated Group and the Master Trustee (as defined in the Master Indenture), at its discretion, may appoint a separate Local Hospital Board in the manner provided by the Master Agreement who, upon such appointment, will perform the functions of the Local Hospital Board required by the Master Agreement in conjunction with the operation and management of the Hospital by Tenant or an Affiliate of Tenant (as permitted by the Master Agreement) and in conformity with Section 10 4 of the Master Agreement

6 Right of First Refusal to Purchase New Facility In the event that (1) the New Facility as contemplated by the Master Agreement is so constructed by Tenant or an Affiliate of Tenant pursuant to the terms and conditions of the Master Agreement and (11) during the corporate existence of the Foundation, Tenant or its Affiliate, as the case may be, receives from a third party a bona fide offer (herein the 'Offer') to purchase or ground lease the New Facility and decides to sell or ground lease the New Facility at the price and on the terms and conditions set forth in the Offer, Tenant or its Affiliate, as the case may be, shall promptly give written notice to the Foundation of the terms of the Offer and of Tenant's or its Affiliate's, as the case may be,

willingness to sell or ground lease the New Facility in accordance with the terms of the Offer. The Foundation will have the right of first refusal ("Right of First Refusal") to meet the Offer exercisable as follows

(a) Acceptance Period The Foundation shall have a period of thirty (30) days after receipt of such written notice (herein the "Acceptance Period") within which to notify Tenant or its Affiliate, as the case may be, in writing of the Foundation's election to either meet or not meet the Offer,

(b) Failure to Respond The Foundation's failure to notify Tenant or its Affiliate, as the case may be, in writing of the Foundation's election prior to the expiration of the Acceptance Period shall be deemed to constitute the Foundation's election not to meet the Offer,

(c) Acceptance of Offer In the event the Foundation, prior to the expiration of the Acceptance Period, shall notify Tenant or its Affiliate, as the case may be, in writing of the Foundation's election to meet the Offer, then the Foundation shall have a period of one hundred eighty (180) days from and after the expiration of the Acceptance Period within which to consummate the sale or ground lease of the New Facility in accordance with the terms of the Offer,

(d) Due Diligence In the event the Foundation shall elect to meet the Offer and close the transaction in accordance with the terms and provisions thereof, the Foundation shall pursue the closing of such transaction with due diligence. The Foundation does hereby represent unto Tenant that its election to meet the Offer and to pursue closing pursuant thereto shall at all times be bona fide, and Foundation shall keep Tenant apprised of its progress in achieving closing on a regular basis,

(e) Termination of Right of First Refusal In the event (i) the Foundation shall notify Tenant or its Affiliate, as the case may be, of the Foundation's election not to meet the Offer, or (ii) should the Foundation be deemed to have elected not to meet the Offer pursuant to the provisions of Paragraph 6(b) above, or (iii) should the Foundation, through no fault of Tenant or its Affiliate, as the case may be, be unable to consummate the sale or ground lease of the New Facility in accordance with the terms of the Offer within the 180-day period provided in Paragraph 6(c) above, then Tenant or its Affiliate, as the case may be, may sell or ground lease the New Facility to such third party or parties on such terms and conditions as are set forth in the Offer free of any claim of the Foundation. Notwithstanding the foregoing,

(1) Tenant shall retain the unlimited right to sell or ground lease the New Facility to an Affiliate without triggering the Right of First Refusal, and

(2) An Affiliate of Tenant shall retain the unlimited right to sell or ground lease the New Facility to Tenant or another Affiliate of Tenant without triggering the Right of First Refusal

(f) Survival The Right of First Refusal granted in this Agreement shall survive the termination of the Ground Lease, the Facility Lease, and the Master Agreement unless the parties otherwise expressly agree in writing

7 Authority The parties hereto do hereby respectively represent and warrant the following

(a) Authority of Landlord Landlord has full power and authority and no further proceedings on the part of Landlord are necessary to execute and deliver this Agreement and to consummate the transactions contemplated hereby, all of which have been duly and validly authorized by the County Commissioners' Court

(b) Authority of Tenant Tenant has full corporate power and authority and no further proceedings on the part of Tenant are necessary to execute and deliver this Agreement and to consummate the transactions contemplated hereby, all of which have been duly and validly authorized by Tenant's Board of Directors

(c) Authority of Foundation Foundation has full corporate power and authority and no further proceedings on the part of Foundation are necessary to execute and deliver this Agreement and to consummate the transactions contemplated hereby, all of which have been duly and validly authorized by Foundation's Board of Directors

(d) Authority of MHPC MHPC has full corporate power and authority and no further proceedings on the part of MHPC are necessary to execute and deliver this Agreement and to consummate the transactions contemplated hereby, all of which have been duly and validly authorized by MHPC's Board of Directors

8 Ratification Except as the Master Agreement and Facility Lease are amended hereby, the same are ratified and confirmed in all of their respective terms and provisions

9 Counterparts This Agreement may be signed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. A telefacsimile of this Agreement shall be considered as an original for all intents and purposes

10 Binding Effect This Agreement shall be binding upon the parties hereto, their respective successors and assigns

and shall inure to the benefit of the parties hereto and their respective successors and assigns

11 Headings The section, paragraph, and subheadings hereof are intended for convenience of reference only and shall not alter, define, or be used in construing the text of such sections, paragraphs, or subparagraphs.

12 Effectiveness of Agreement This Agreement shall not become effective until executed by all of the undersigned parties.

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