

**AMENDMENT TWO TO THE INTERLOCAL AGREEMENT TO PROVIDE MEDICAL
SERVICES BETWEEN THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
AND
THE COUNTY OF BURNET**

This Amendment Two (the "Amendment") is to the Interlocal Agreement (the "Agreement") between The University of Texas Medical Branch at Galveston ("UTMB") and Burnet County, Texas. (the "County") entered into as of November 16, 2015, for the provision of and administration associated with primary care services and coordination of required hospital services to inmates of Burnet County.

1. Amendment Two's Purpose.

The parties desire to amend the Agreement in order to renew for year three and renegotiate the telehealth staffing, services and compensation model. The associated staffing model covers contracted health services provided to all inmates onsite. The agreement covers up to a population of 500 offenders

2. General Terms incorporated with this Amendment Two to the Agreement.

- a. A shift to new funding and staffing levels will occur upon approval of this amendment.
- b. UTMB-CMC reserves the right to renegotiate financial and/or staffing terms with Burnet County upon notification of any projected addition of inmates from other county, state or Federal jurisdictions, depending upon the level of desired services for these contracted populations.
- c. **Electronic Medical Record and Telemedicine Services** will be included in Amendment Two and if acceptable to the County, UTMB will deploy the electronic medical record at the Burnet County Jail. The Electronic Medical Record (EMR)/Telemedicine Services will be installed and operated within 90 days of implementation of this amendment. With the deployment of the EMR, the County will require all other medical/mental health contractors, such as MHMR, to utilize the UTMB-CMC EMR and UTMB pharmacy formulary.

3. Changes to the Agreement's Section IV, Fee Schedule.

- a. The parties agree to replace the original language in the Agreement's Section IV, Fee Schedule, with the following Pricing Model effective no later than 16 November 2017 .. This Pricing Model covers the costs of all personnel and services described in the Agreement as modified by this Amendment Two plus the agreed upon CPI of 4.1% for year 3 services. This is a flat fee proposal and the resulting totals will be paid in monthly installments to UTMB. The pricing is all inclusive for contracted health services provided onsite to this population. EA
Initial
- b. This pricing does not include health services for County inmates that are housed outside of the county's detention facilities.
- c. Pricing Model for an effective date of November 16, 2017: EA
Initial

Pricing Model	Year 3 Pop. 451-500
Revenue Requirement Year 3	\$1,016,630
Monthly payment - Year 3	\$84,719.17

EA
Initial

4. Effective Date of Amendment Two to the Agreement

This Amendment Two to the Agreement will be effective for a term of five (5) years with a two (2) year base period and then three (3) one year option renewal periods commencing on November 16, 2015 and expiring on November 15, 2020. UTMB and County hereby extend to one another the bilateral right to exercise an option to renew this contract and renegotiate terms as required. Each renewal is to be executed in the form of an amendment to the contract extending the contract period. The county must exercise an option to renew not earlier than ninety (90) days before expiration of the contract or the renewal period and not later than thirty (30) days prior to the end of the contract or the renewal period. UTMB will automatically renew the contract subject to Section 5.2.1 hereof unless UTMB provides notice of non-renewal to Burnet County at least 180 days prior to the expiration of the contract or the renewal period. An option to renew may not cover more than one year each, and the total period of this contract, including the primary term and all renewals, may not exceed a maximum combined period of five (5) years.

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Initial

Unless specifically changed by the terms of this Amendment Two, or unless inconsistent with the provisions of this Amendment Two, the terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, UTMB and the County have executed and delivered this Amendment Two as of _____, 2017.

BURNET COUNTY

By: *A. Dally*
County Judge

Date: 8-22-2017

THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT GALVESTON

By: _____
Cheryl A. Sadro, CPA, MSM
EVP, Chief Business & Finance Officer

Date: _____

EC
Approved as to Form
Burnet CA 11/2/17

Attachment A

Staffing Plans and Services Model

1. AMENDMENT TWO - YEAR THREE STAFFING PLAN

The following staffing plan is included on-site health services at the Burnet County Jail:

A. Staffing Plan.

Positions	FTE
Nursing Supervisor	1.00
LVN	2.00
CMA	1.00
Dentist	0.10
Lic. Prof. Counselor	0.20
MD-Adult	0.05
Mid- Level Provider	1.0
UR Case Manager*	0.095
Total FTEs	5.445

B. Staffing and Operational Notes:

- a. RN supervision of all nursing staff: 1 FTE (40 hours), Monday thru Friday.
- b. LVN Staffing: LVN coverage will include one 12 hour shift on weekdays and one 8 hour shifts on weekend days. Nursing staffing will be provided as demonstrated in this attachment. The CMA is retained to assist with sick call, med passes, intake, weekend coverage, etc.
- c. Medical Staff will be scheduled to ensure that UTMB medical personnel perform twice daily medication passes, 7 days per week.
- d. Nurse sick call will be provided daily.
- e. Physician coverage will be provided 2 hours per week, schedule to be determined.
- f. Mid-level provider (PA or Nurse Practitioner) will be provided 40 hours per week, schedule to be determined.
- g. Other Services. All other services defined in the Agreement will continue as prescribed in the Agreement, to include intake screening, laboratory services, radiology services, pharmacy services, mental health services, dental services, coordination of referrals for

Offsite services, Quality Management, Utilization Review, Risk Management Programs, and Claims Management/Processing. The Annual Provision Fee for claim s management and processing would remain unchanged.

- i. Non-Covered Service, as described in the Agreement, will not include all Off-site Health Care obtained by UTMB.
- j. Health care service for county inmates housed at other locations than the Burnet County Jail are not included in this proposal.
- k. UTMB will not be responsible for the costs of all services provided off-site by non- UTMB providers to include hospitalizations and specialty care services .
- l. The Electronic Medical Record (EMR), and on-site Telemedicine Programs are included in this proposal.

D. NURSE STAFFING SUMMARY BY TIER LEVEL.

**Burnet County Jail
Nursing Staffing**

	SU	M	TU	W	TH	FR	SA	Hours/ week	FTEs
LVN Days	8	12	12	12	12	12	8	76	1.9
LVN Nights	0	0	0	0	0	0	0	0	0
CMA Day	8	8	8	8	0	0	8	40	1.0

Reviewed By: Eddie Arredondo
 Burnet County Attorney JM
 Date: 8/17, 2017