

COMMISSIONERS' COURT

The Honorable Renato Cuellar, County Judge for Hidalgo County, called the Commissioners' Court meeting to order, whereupon the following proceedings were had, to-wit:

ITEM 1. RAHC

A. Approval of Memorandum of Understanding (MOU) for the RAHC Foundation

JUDGE CUELLAR I hereby call to order the Commissioners' Court meeting. Let the record reflect that three of the Commissioners are present. Commissioner Garces is not present. The agenda before us is Regional Academic Health Center, Approval of Memorandum of Understanding (MOU) for the RAHC Foundation.

PAUL VAZALDUA Judge, Commissioners in May of this year the City of McAllen drafted an agreement, ahm, for signatures from the City of McAllen, the City of Weslaco, the City of Edinburg, Mission and the County of Hidalgo, as well as third party non-contracting hospitals and the County Medical Society. The agreement that you have before you asks for a contribution from the County for two phases. Phase I for \$2,000.00 and Phase II for \$18,000.00. At this time legal counsel has drafted an opinion regarding the way the agreement is written and I, I will defer to legal counsel for, on those matters.

JUDGE CUELLAR The spotlight is on you legal counsel.

COMM. ROSEL I think he's always the bearer of good news.

PAUL VAZALDUA Always. One thing that we did bring this item to Commissioners' Court approximately six weeks ago and it was no action based on some information that we needed to obtain from legal as well as from the City of McAllen's legal counsel. We have had no response from their end.

JUDGE CUELLAR Could you state your name for the record and your position.

PAUL VAZALDUA Me?

JUDGE CUELLAR Yes.

PAUL VAZALDUA Paul Vazaldua, I'm an administrative assistant to the County Judge, for the record.

JUDGE CUELLAR Thank you.

STEVE CRAIN I do want to correct one statement. Paul, said we've issued an opinion, we haven't issued an opinion we just issued a letter...

JUDGE CUELLAR State your name for the record.

STEVE CRAIN Steve Crain, Atlas & Hall, LLP. Rewind, I think we've provided you, not an opinion, but just a summary of, of the provisions of the proposed MOU. I think, most of you all should have gotten your copy by fax yesterday.

COMM. ROSEL Oh, yeah.

STEVE CRAIN And if you have any questions about it, I think that's why I'm here is to answer questions about the agreement and/or the letter we wrote to you all yesterday.

COMM. ROSEL Yeah.

COMM. ARCAUTE Based on that information, there is one thing in particular that caught my attention and that's the, the involvement of the County in primary care; and I think this doesn't address, by this Court another similar project.

STEVE CRAIN The agreement is among the cities and the Counties and certainly cities have some different statutory authority than what the County does; and in the introduction to the agreement it's referencing the Interlocal Cooperation Act and basically as you all know, in an interlocal cooperation Act you can enter into other,

with, interlocal agreements with other governmental entities to perform certain functions, but you can only enter into those agreements and perform those functions that you have the authority to perform before you enter the agreement. You can't boot strap your way through an interlocal agreement to perform duties that you otherwise would not have the duties to perform, or the authority to perform; and I think it was written somewhat broadly and I think primarily because the cities have certain other authority under health than the County does. I don't know if that answers your question, Commissioner, but I think I did point out in my letter that the only authority currently the County has is in the area of preventive health and not primary care; and as you stated correctly, Commissioner we've run into that same problem numerous times before.

COMM. ROSEL

But, it's just like you said, you just provided a more or less an explanation of what some of the terms not...

STEVE CRAIN

Exactly, I just tried to summarize the agreement for you all and hopefully that rather than reading, I've got how many pages of the MOU...

PAUL VAZALDUA

Five pages.

STEVE CRAIN

Yeah, I've tried to summarize this into roughly five pages, Paul says. I'll say four and a quarter, but that's basically what I tried to do is just summarize the provisions.

COMM. ROSEL

What else do we need to know, Paul? I mean is there any monetary commitment by the County of Hidalgo. What was it, you talked about, monetary?

JUDGE CUELLAR

Two thousand and then twenty-two thousand.

PAUL VAZALDUA

It's a total of twenty thousand, there's Phase I for \$2,000.00 and Phase II for \$18,000.00. That's the monetary commitment and...

COMM. ARCAUTE

That was for the, the preparation and research to come up with an RFQ.

PAUL VAZALDUA It's for the...

COMM. ARCAUTE ...before we get to the MOU.

PAUL VAZALDUA Right, it's for a feasibility study and, that all entities will contribute for the consultant for, for those, for that work.

COMM. ARCAUTE So, for the record, this Commissioners' Court is not saying that we do not approve of the, of the RAHC; so, this is why we, it's an order that we, we do pay this, this bill. Maybe not at this meeting because of the agenda, but as far as participating as what the Memorandum of Understanding refers to, we cannot be participants. Am I correct?

COMM. ROSEL What?

COMM. ARCAUTE We cannot participate as stated out in the MOU.

STEVE CRAIN I don't think you can, I think you could sign the MOU, but I think many of the provisions in the MOU, you would have a problem in lawfully carrying out those provisions; and then there's other provisions in the MOU that are more, also to a financial aspects of what you're committing. I, the sixty per..., the sixty cents per person of the County that you agree to pay each of the ten years of the initial term of the MOU or in the alternative to contract with the RAHC for indigent care; and I have given a copy of this agreement to and the Judge's Office gave a copy of this agreement to Rudy De La Vina who as you know runs our indigent care, care program, to see what impact if any it would have on indigent care as we know it in the County.

COMM. ROSEL You're saying sixty cents per person?

STEVE CRAIN Sixty cents per person of the population of Hidalgo County, you agree to contribute.

JUDGE CUELLAR It's up to.

STEVE CRAIN Up to, up to sixty cents per person in the County for each of the next ten years.

COMM. ROSEL What, in as far as the indigent care that the County presently provides, I mean, doesn't that count towards that particular per capita or not.

STEVE CRAIN Commissioner, it doesn't specify how that works in the agreement.

COMM. ROSEL You don't see anything, Rudy?

RUDY DE LA VIÑA There's a question, Commissioner, in terms of whether this would...

JUDGE CUELLAR Would you please come up to the mike, Mr. De La Viña and give us your name and, for the record.

RUDY DE LA VIÑA Rudy De La Viña, Indigent Health Care. There's a question in terms of whether that would be a creditable expense for indigent health care purposes, but the way I read it too, it's sixty cents per person per capita or 150% above that if we chose to con..., choose to contract with them for indigent health care; but also I think I read somewhere there that if additional funds are needed that, that we would also participate in assisting in additional funds aside from this. So, again and maybe they can enlighten us on this bit, it's sort of like open-ended there at some point. I mean, that's why I was saying, you know, usually when we do a budget we do based on what we can afford or what, you know, in terms of taxes or whatever, but if that's not going to be enough to meet our obligation who's going to determine how much it is we're gonna have to put in there. Will it be negotiated, will there be a ceiling, how's that gonna work? And, that was the concern that I had. Some of this language here, I'm not to familiar with and some of these things may or may not be creditable toward meeting our obligation of the indigent Health Care Act, as it's written now. Of course, it's under ----- review and maybe it, you know, some of this can be allowed later on; but for us to be contracting with a foundation is one thing but contracting with the, a teaching hospital,

that's something else; and, that's allowable, you know under the current Act. One of the questions that I had from a logistical point is, if the principal hospital is in Brownsville or Harlingen and the way this is sort of, this agreement is a commitment for them to do our, to be our providers of indigent health care, will that require our people to have to go all the way to Brownsville or Harlingen to the primary hospital and also only provide, be provided the specialty services by the physicians that have privileges at that hospital or will there be a hospital here. Are we, are we getting some guarantees that our indigents can be seen and serviced here instead of having to go all the way to Cameron County, also. Now, it's my understanding, Judge and Commissioners, that, that Cameron County did pass this memorandum with the stipulation that any expenditures that are made would be creditable expenditures under the Indigent Health Care and Treatment Act and if they're not then they will not enter into it. I mean, that they will not assist. So, I think, maybe that might be one way, you know, saying, "okay, we'll approve this subject to that any of these expenditures are allowable and creditable expenditures".

COMM. ROSEL Well, last year we looked at almost six million dollars of County investment...

RUDY DE LA VIÑA Yes sir...

COMM. ROSEL ... to the indigent care.

RUDY DE LA VIÑA Yes sir.

COMM. ROSEL So, this year we're looking, what, a little bit more than that.

RUDY DE LA VIÑA No, I think we're gonna come under this year, sir.

JUDGE CUELLAR He hasn't come at us yet, but he's getting ready to.

RUDY DE LA VIÑA I will be hitting next week, but, but we will not be spending the amount of money we spent last year. That, that I, for sure. And also there was the other

issue, you know, I kind of touched base with some of these issues with Rosalie and she kind of, you know, answered them for me, but that issue of billing, the issue of tracking, if it's a teaching hospital and, like we have a contract with UT-NB right now. We send them a check every month for so much money. There's language here that says "prior to the beginning of the fiscal year of the university" that we have to pay so much money. Well, if it's prior to September 1, then that's a creditable expense in the previous fiscal year for indigent health care purposes. It would have to be after September 1, so that we can leverage those funds for the 80-20 match. So, there's an issue there about when is this payment gonna be made, 'cause the language says here "prior to the beginning of the university's fiscal year". So, you know, again, these questions, I guess, that, are further down the line type of questions and that need to be ironed out. And, of course, I was talking to Mr. Crain about, you know, some of this language, what does it mean, are we signing away certain responsibilities that we currently have to another organization. Primarily that, that statement there on page three.

JUDGE CUELLAR What was his answer?

RUDY DE LA VIÑA Sir?

JUDGE CUELLAR What was his answer?

RUDY DE LA VIÑA He, he brought it up, kind of mentioned it about our responsibilities and, and again, it could mean anything. I'm specifically talking page three, the section he alluded to about boot strapping on responsibilities that we may not have, but at the same time are we signing away responsibilities that we do have to this organization.

COMM. ROSEL And what do we get in return for that if we do sign away the responsibilities. Do we, do we not spend as much as we spent in the past.?

- RUDY DE LA VIÑA Right, in other words, it may be good or it may be bad, but, I mean, in other words, what are those responsibilities...
- COMM. ROSEL Yeah, but in other words they're not, they're not road blocks, they're just pebbles on the road...
- RUDY DE LA VIÑA They're questions that need to be addressed, yes sir. I mean, we're not here to say that, that we're against the RAHC by any means at all and we're not saying that the RAHC was not a good idea and we're not saying that perhaps in the long run it may save us money. It's, we really don't know what the financial impact will be, because again, there's a section here that talks about "if additional funds are needed" that, that we're going to assume that, so, a per capita basis with all of the players that are involved in this agreement, which also caught my eye. I, there's no mention here of two key players for indigent care in the Valley and that's the Willacy and Starr County Hospital Districts. They're not mentioned here at all and they are players in the indigent program, 'cause they're the ones that have indigent health care responsibility under the law for those two counties.
- JUDGE CUELLAR Steve, what's the possibility of passing it subject to the way that Cameron County passed theirs if we get credit?
- COMM. ROSEL Nobody told us.
- STEVE CRAIN Judge, I think that would take care of possibly the problem that Rudy is bringing up, but it doesn't necessarily answer all the other questions in the agreement. Like I said, and like Rudy said, I want echo it, I don't think anyone here in this room is against the RAHC and I think we all support the RAHC and when I talked to Rosalie I said perhaps as an alternative could be pass a resolution supporting the RAHC, but not necessarily agreeing to sign this agreement until the documents are worked out and some of the questions answered with respect to the responsibilities of the County and then what Rudy brought up the fire dis..., I

mean the hospital districts. There's just a lot of issues here as far as the, the one thing, I think that hasn't been brought out yet, but it was brought up in the letter, this is attempting to be creating a Chapter 53 of the Higher Education Act and under Chapter 53 it specifies the number of board members you may have and it's an eleven person board of which the County along with Starr County if they can agree they get to appoint one. Starr County and Will., I mean, Cameron County and Willacy County get to appoint one. So the counties, all four counties together have two seats on the board. Hidalgo, counting either will have one or none depending on if they can work out an agreement with Starr County as how to appoint that Director. But that's all specified out in the letter. So, I think, with respect to Rudy's point on the creditable expenditures, you know that can be worked out with the subject to, but I don't think that answers all the other questions that are in the agreement that have been raised.

JUDGE CUELLAR Three things. Number one, could we pass the support for the RAHC, number one; number two, can we give the financial support as Commissioner Arcaute suggested; and number three will this meet the time line or the of the date that's needed?

ROSALIE WEISFELD Today is the day. Today is the day.

JUDGE CUELLAR No, but I'm saying without going for the whole agreement.

ROSALIE WEISFELD May I approach.

STEVE CRAIN Before she does, can I answer your first two questions, that way she can have the floor for the third one. The first question is yes you can pass a resolution supporting the RAHC. The second question, with respect to the items that Paul was talking about I think that has nothing to do with this particular agreement. That has to do with another interlocal agreement that came before this Court a few months ago that we're waiting to talk to Jim Darling about and he's never gotten back to us and that agreement, I think, was

signed by the City of McAllen and some other people having to do with the feasibility study and the cost sharing of the feasibility study. Those numbers do not have to do with this particular agreement.

JUDGE CUELLAR

Okay.

COMM. ROSEL

Oh, okay. I was wondering 'cause I hadn't remembered this particular agreement.

ROSALIE WEISFELD

Thank you. My name is Rosalie Weisfeld and I am a consultant on the Regional Academic Health Center, the RAHC and I thank you very much for entertaining this Memorandum of Understanding. It is vital that Hidalgo County step up to the plate and support the implementation of the Memorandum of Understanding. Why? Number one, as you all know the University of Texas let a request for proposal back in January. The proposals are due on July 2nd, next week, Thursday at 4:00 PM and the Memorandum of Understanding was developed through the cooperation of the six communities in, between Hidalgo and Cameron County that had expressed an interest and had the possible capability of being the home to the principal site of the Regional Academic Health Center. To that end, an interlocal agreement was developed and, and entered into between Weslaco, McAllen, Edinburg, Mission, Brownsville and Harlingen; and the purpose of the, that, that established the Rio Grande Valley RAHC Committee. The purpose of that committee was to develop a Memorandum of Understanding as a vehicle by which we could come together and through cooperation respond to UT's RFP for our RAHC; and to do it in a manner so that we wouldn't be competitive and we came to the agreement through this vehicle, the MOU, that we would be able to respond by in..., by having each community that wanted to put in a principle site proposal drop it into an umbrella that this foundation actually creates. And the reason that the Counties are so vitally important is because of the provision for indigent health care. The RFP on page B-9, specifically refers to funding of indigent health care by hospitals and clinics and in, and if, there's a requirement in the RFP that the proposal must indicate how the communities

ROSALIE WEISFELD Starr, Starr and Willacy.

JUDGE CUELLAR Starr and Willacy.

COMM. ROSEL Well, I'm sorry...

JUDGE CUELLAR It's the four county area.

ROSALIE WEISFELD Yes sir.

COMM. ROSEL So those have not been left out, I mean...

ROSALIE WEISFELD They have not been left out and they are in the, in the Memorandum of Understanding we are also going to, to Willacy and Starr Counties for acceptance of the MOU, but I have to, to tell you that Willacy and Starr Counties have not been strong participants in this process, because they didn't have a viable location for a principal site and because of that they've, you know, I, I think they have not come forward and, and been as vocal as some of the communities in, in Cameron and, and Hidalgo County.

COMM. ROSEL What do you foresee as investments are coming into Hidalgo and Cameron County as a result of this.

ROSALIE WEISFELD Yes sir.

COMM. ROSEL That they will inherently grow...

ROSALIE WEISFELD Yes.

COMM. ROSEL ...because of this.

ROSALIE WEISFELD The economic development that's gonna come from this is just gonna be outstanding, outstanding as it's developed. And this is a long range project, this isn't something that's gonna just happen in the next six months, it's gonna be, this is a ten year program and that's why the MOU calls for a, a ten year commitment. Today is the deadline for participation.

COMM. ROSEL (Inaudible)

JUDGE CUELLAR Again my question, can we participate by agreeing to, to help with the finances and not necessarily to sign this agreement? As, as Commissioner suggested.

ROSALIE WEISFELD I, I would, I would strongly encourage you to, to support the Memorandum of Understanding because by speaking to the issue...

JUDGE CUELLAR That's not the question I had, Rosalie...

ROSALIE WEISFELD Yes sir. I guess my, my years in politics, I kind of...

JUDGE CUELLAR You don't, you don't have to sell me because I only worked for about ten years on this project.

ROSALIE WEISFELD I know, I know you have.

JUDGE CUELLAR I know the work that, that Representative Hinojosa has done on this...

ROSALIE WEISFELD Yes sir.

JUDGE CUELLAR ...I know his responsibility for indigent health care, which he had to fight into a special session and get the Speaker to break the tie. And, and I know how much it's needed here...

ROSALIE WEISFELD Yes sir.

JUDGE CUELLAR Again, what I'm saying and, and with the provision that Cameron County took the same step of saying, that if we can get credit that's fine, because I think that our folks need the support, there's no question, but also I don't think that we need to tie folks down with something that doesn't to be tied.

ROSALIE WEISFELD Yes sir. I, I would, I would say that if you pass the Memorandum of Understanding with the, subject to any expenditures being creditable that it would be sufficient so that we would be equally matched with Cameron County.

COMM. ROSEL May I...

JUDGE CUELLAR How does that sound, Steve?

STEVE CRAIN Well, as I said before I think that takes care of that one problem that Rudy brings up, but I don't think it answers all the other issues that have been brought up under the terms of this agreement. And I want correct one other thing as far as the provision in the agreement that Rosalie referred to, she quoted correctly. That agreement says you're off the board, it doesn't say the agreement terminates or your responsibilities of the agreement terminate.

JUDGE CUELLAR That it puts you off the hook.

ROSALIE WEISFELD Well..

COMM. ROSEL Well, if you permit I'd like to make a motion at this time and see where it goes from here. I'd like to make a motion that we approve the MOU of Understanding with the RAHC Foundation with the stipulation and Rudy make sure that I say it correctly, that the County will be given credit for its investment for its indigent care, in lieu of the per capita investment, by Hidalgo County for the RAHC Foundation. Will that be all right?

RUDY DE LA VIÑA Considered a credible expense as per the State, yes.

COMM. ROSEL Yeah.

COMM. ARCAUTE We, we need to make sure that the motion includes the, to see if they are credible expenses and, and if you refer to number two, I don't see how they can be.

COMM. ROSEL Well, I think I heard him say that, that what we're looking at is we're looking at, at situations that we need to take care of as we go along in the process rather than looking at it as a, as a road block and, and not ever trying to get there.

COMM. ARCAUTE Well, I, I don't know that we can call it a road block, the fact that the County is, is supported by the RAHC. I

mean there's no question about it, but the provisions that are called for in the MOU is something that the County cannot get involved in.

COMM. ROSEL

Which is what?

COMM. ARCAUTE

If I understand the, the interpretation of number two...

JUDGE CUELLAR

If I may help.

COMM. ROSEL

Now, is, is the...

COMM. ARCAUTE

...on the primary health care.

COMM. ROSEL

Is the RAHC going to be a primarily involved in primary care or will it be involved in other types of care, preventive health care?

ROSALIE WEISFELD

The, under the, the County's financial commitment it can be, the commitment in the contract can be worded such that it meets the State guidelines. So, that those funds that are coming directly from the County to the teaching hospital meet State guidelines, so that you would be providing for indigent health care and not...

COMM. ARCAUTE

If the, if the RAHC is going to qualify as a quote-unquote "provider" and we refer indigent cases to the RAHC...

ROSALIE WEISFELD

Yes sir.

COMM. ARCAUTE

...you're not going to get only, I figure 216,000 on the sixty cent per capita for this County. The RAHC is gonna be a provider they're not going to make 216,000, they're going to make over two million. So, I think that's the key for this Commissioners' Court, but rather than for us to commit under this, this Memorandum of Understanding and, and only with a supportive resolution and maybe in the resolution include the fact that if the RAHC becomes a provider of indigent health care this RAHC is gonna get a lot more money than the 216,000 that we would be subject with the sixty cent per capita assessment.

STEVE CRAIN Commissioner, can I clarify one thing. You're correct, the RAHC itself would get the indigent health care money. Remember this is, what you're creating here is not the RAHC, it is something in between. It is, you've got cities and counties on the left hand side, you've got the hospital on the right hand side and in the middle is this, going to be this new foundation, which according to the document is going to act as a liaison between the counties and the cities and the actual teaching hospital.

COMM. ROSEL That's why you don't have a problem with the MOU, because otherwise you'd be saying you have a problem with the MOU.

STEVE CRAIN I don't understand, Commissioner.

COMM. ROSEL Well, you...

JUDGE CUELLAR He has a problem with the MOU.

COMM. ROSEL No, I didn't hear him say that. What I heard him say is that, what he provided to us is an interpretation of some, some language that was in the MOU.

JUDGE CUELLAR See the foundation is the one that's gonna be able to set the per capita if it's needed.

STEVE CRAIN That's correct, it's not the teaching hospital...

JUDGE CUELLAR Not RAHC.

STEVE CRAIN ...it's the foundation.

JUDGE CUELLAR That's right.

STEVE CRAIN And that's where your money that you're agreeing to pay under this agreement will go. It will go to the foundation initially and then the indigent health care money, that's where it gets kind of ambiguous as to how that fits in to the foundation and the RAHC would also be billing us for indigent health care money.

RUDY DE LA VIÑA If I may, Judge, payments made directly to the foundation with the name of the foundation would not be a creditable expense, I don't believe, under the Act. It would have to be to a provider, like the teaching hospital itself or physicians that are affiliated...

ROSALIE WEISFELD Right.

RUDY DE LA VIÑA ...but a payment made, you know, a check cut to the foundation wouldn't be...

JUDGE CUELLAR And in reality the County's not gonna set the taxes the foundation is gonna be the one that has...

RUDY DE LA VIÑA You see this, this was my...
JUDGE CUELLAR ...we're just giving them a blank check up to a certain amount.

RUDY DE LA VIÑA Well...

ROSALIE WEISFELD No.

RUDY DE LA VIÑA No.

ROSALIE WEISFELD No. We're not, under the MOU there's not a blank check. The foundation board will work with UT to provide funding and to provide agreements and, and work out affiliation...

JUDGE CUELLAR The language, the language says up to sixty cents.

ROSALIE WEISFELD Yeah, and...

JUDGE CUELLAR (Inaudible)

ROSALIE WEISFELD Yeah, I, I think though that what Mr. De La Viña was referring to was that, if there was, if there was additional costs. How would those, those would be addressed and again it would be through the board and again, and also I want to point out that the by-laws for this foundation have not yet been developed it will be the board itself that will develop the by-laws and through the counties representation on the, on the board you will be able, it

will lend itself to providing answers for some of these pebbles, as Commissioner Rosel referred them to. Also, I would like to, to, you had made mention that Representative Hinojosa is here and I know that he's taken time away from a case he's, he's currently in front of a judge right now. So, I, I wanted to, to step aside in case any of you have questions for him so that we can take the opportunity to visit with him, if, if need be.

JUDGE CUELLAR We have no quarrel with letting the Honorable Representative come before us.

COMM. ROSEL (Inaudible)

REP. JUAN HINOJOSA Thank you Judge and County Commissioners. I guess for the record, Juan "Chuy" Hinojosa, State Representative. You know, this is really an evolving situation and not all the kinks have been worked out. And really we're looking at a long term basis, maybe eventually taking away the responsibilities of indigent health care from the counties.

COMM. ROSEL That'd be great.

REP. JUAN HINOJOSA So, that this hospital authority and the medical school can deal with it. As to the funding, you know there's still a lot of questions about that, because as you well know, Judge Cuellar, some of the funding will come from the State, other, some, other funding will come from Medicaid and Medicare and then some of the funding for support of the RAHC itself will come from the different participants, including the County. And, and it's a big issue right now, throughout the State of Texas as to how much money should be put by the local community as compared to State money, because there's an outcry by many doctors in many areas concerning that all of these medical schools are coming in and, and sucking up all Medicaid and Medicare patients. So, we're trying to work out the percentages to make sure that the State does not pass on that cost of taking care of the teaching hospital to local community 100%. And that is not the case, but, what we're trying to do here, this Memorandum of Understanding was passed by

Cameron County, this questions that Mr. Crain brought out, were not brought up over there, they didn't see any problem with it. Also, I really don't think that, and by next session, for example, we're not going to have this building built. So, that any changes that we make to make any laws, as you well know, many times we'll pass a statute, then we got to go back another session or two just to work out the, the problem areas or smooth out issues that come up and they were not foreseen. ----- with this is an evolving process, this Memorandum of Understanding is something that can be changed, you know, with your full participation.

JUDGE CUELLAR

What makes me very nervous is because I have been in the Legislature, I now that there's no other County that puts up for indigent health care the amount that Hidalgo County does, because it's your home County, we don't want to make you look bad. So, consequently we just in as much if not more, Mr. De La Viña schooled me on that and we're one of the few who takes care of our obligations. The problem is, as you say, the book hasn't been written yet and too many times when we jump, now from day one, this Commissioners' Court has not taken the position because we did not want to compete with the cities. We want to be supportive we want to make sure, we, we wanted Hidalgo County because it's a place where it's needed the most. But, again, we want to make certain that we don't step off the deep end, I can say very easily I'm not gonna be here in '99 when this thing comes about, but I have a responsibility to the people and the people sitting beside me feel the same way and that's the only thing that we have too many questions. Now, we're wondering if it can be supportive without taking the entire plunge. We want to be supportive.

REP. JUAN HINOJOSA

Judge, I think you need to take the plunge and, and I'll tell you why. WE are on a deadline, we had this Memorandum of Understanding reviewed by over a dozen lawyers, we have had the County officials from Cameron County, didn't have any problems, attorneys for Cameron County didn't have any problems, the city attorneys didn't have any problems. I'm just amazed

that every time that I come before the Commissioners' Court, Mr. Crain comes up with all kinds of road blocks, if you will. I mean, I'm being just, you know, you know...

JUDGE CUELLAR He doesn't come up with road blocks, he says he makes recommendations. As he tells us that we have the authority to do what, what we think is right. He has never really been standing the -----.

REP. JUAN HINOJOSA (Inaudible)

COMM. ARCAUTE All these are people that have, that have put that document, like you mentioned all the attorneys and everybody that's looked at it, and they agree with it, see, but they don't have the responsibility of taking care of taxpayers monies and to make sure that some of these monies don't end up as expenses that will later have to come back to the General Fund and pay off.

REP. JUAN HINOJOSA Well, the point I was trying to make, Commissioner Arcaute, is that the city officials and county commissioners in Cameron County, the County Judge in Cameron County, the different city commissioners do have the same responsibility in trying to make sure and protect taxpayers and I know you're very concerned about that, so am I and, and all I'm saying is that this is a good document. It is not written on stone, a lot of this can be changed, once the board is created to, so people can meet and discuss and debate some of these issues and the by-laws are written. I, I will tell you, Judge, that you can approve the MOU with the provision that all expenses be given, all expenses the County incurs be credited to the indigent health care fund. I, you know, I don't see any problem with that.

COMM. ARCAUTE Well, see that, that is the problem or our problems. That they are not, I'm gonna use the word, eligible expenses.

REP. JUAN HINOJOSA Well, Cameron County did it, I mean...

COMM. ARCAUTE Well, I take it you're complimenting Mr. Crain, you know. He's the attorney that pick it up, the one over there didn't.

REP. JUAN HINOJOSA (Inaudible)

COMM. ARCAUTE So, I think it's a compliment to Mr. Crain.

COMM. ROSEL Well, but this agreement, like he says, Commissioner, this agreement is not perpetual, it's not written in, I mean, it can't, does this Commissioners' Court have the authority to come back in two weeks from now after, after consultation with attorney and the attorney's looking at this Memorandum coming back and changing the responsibilities that the Commissioners take towards this MOU.

JUDGE CUELLAR No sir.

COMM. ROSEL It's, it's perpetual, this first one...

REP. JUAN HINOJOSA No, I think that...

COMM. ARCAUTE It's a ten year deal.

REP. JUAN HINOJOSA This Memorandum of Understanding can be changed.

JUDGE CUELLAR Can it be changed...

REP. JUAN HINOJOSA Yes sir.

JUDGE CUELLAR ...by this Court?

REP. JUAN HINOJOSA Yes sir, well, you, this Court is going to be part of a group that changes it...

JUDGE CUELLAR That's what I'm saying...

REP. JUAN HINOJOSA That's right.

JUDGE CUELLAR ...but it can't be changed by this Court.

REP. JUAN HINOJOSA Well...

JUDGE CUELLAR We can suggest changes and we can work on changes, but we don't have the authority to say, "this has got to be changed", it takes the group, is that correct?

REP. JUAN HINOJOSA Well, I, I disagree in, in a sense that a while ago we had provisions about not paying, you know this is, to me, I don't think that this is a, a binding contract. There's a difference between a contract and, and, and a Memorandum of Understanding among those participants, all right. So, this is just a show of support...

UNKNOWN That's all.

REP. JUAN HINOJOSA ...in what this County is willing to do to bring the RAHC to the Valley. That's what it is and they want it in writing so that the University of Texas can see that this is our intention. It's that simple.

PAUL VAZALDUA Judge, Commissioners, I just want to point out that on page twenty-three of the MOU it does say that "all amendments to this Memorandum of Understanding shall be in writing and signed by the, all of the cities and counties". The County of Hidalgo will have one seat of an eleven member board...

JUDGE CUELLAR That's what I'm saying, but it would take all of them.

PAUL VAZALDUA It takes two-thirds to, to make the change.

JUDGE CUELLAR We understand that.

COMM. ROSEL You know, I really don't have any concern for, or as he said or you said, Judge, taking the plunge for the principle reason that we're doing it for the right reasons. I mean, there's been other times when we've taken the plunge where it's, where more areas of, that were shaded than, than this particular one. I don't, I don't have a big concern for this one at all, because if they want...

REP. JUAN HINOJOSA Judge...

COMM. ROSEL ...if they want to penalize us for doing that which is correct, then let them do it. I mean, obviously what you talk about penalty is, is monetary penalty. I understand where you're coming from.

COMM. ARCAUTE Oh, absolutely.

REP. JUAN HINOJOSA You know, you know something that's happening, Judge, and, and Commissioner, this is, we've dealt with this issue. This is really for us a chance to shape it and form it any way we want to. We can make changes where, every which way, you know, when we pass legislation, the University of Texas has never set up a RAHC. Texas Tech has, other...

JUDGE CUELLAR (Inaudible)

REP. JUAN HINOJOSA ...other schools have but not the University of Texas. They're really giving us a free hand in terms of how we want to work this RAHC to meet our needs and, and I tell you that because, as you know and I agree with you, our economy has been burdened with indigent health care and I call it a burden only in the sense that we take over and provide medical assistance to a lot, a lot of Mexican nationals, because of our situation here, but the result of all of this is going to be just a tremendous boost in health care and improving health care to our citizens. Not only that, it's going to be, probably bring about five thousand new jobs. This, this really is the, the cost of the County, I don't think it'll be any greater than what it's paying now. As a matter of fact once it's truly set up you will have a very strong voice in the, on the, on that board to allow, hopefully to provide or to take away the responsibility from the County so that you can deal with other issues and, and allow these people who are just dealing with indigent health care and health care and teaching medical students focus on that -----
-. It, it is, and, and again I say it's an evolving thing and we can't, it's just very difficult because it's not, this, this type of project is not happening from one year to the next. We're looking at a long term basis of ten years and, and you know nothing is written in stone, we've

found that out and, and I'm just very, I guess, as we go along working out issues as they come up.

JUDGE CUELLAR The need is here and I know and I know the length of time that we've been working on the South Texas Board of ----- and, and all that, but there's still, like I say, there's, there's questions here. There, there, no question about our support for the RAHC.

REP. JUAN HINOJOSA Well, you know, Judge...

JUDGE CUELLAR No question.

REP. JUAN HINOJOSA ...you know, if I, I can commit to you that it, if for example, you said well that you cannot get credit for any contributions that you make to the, to the foundation, I'll amend that legislation.

COMM. ROSEL We'll amend the MOU.

COMM. ARCAUTE The problem here Chuy, is, or Representative Hinojosa, the problem here is the regulations for indigent health care under the Health Care and Treatment Act.

REP. JUAN HINOJOSA Right.

COMM. ARCAUTE Okay, as to whether we can use monies from, from the General Fund, the tax, ten percent tax levy, that goes for indigent health care and use those monies to meet either the sixty cent per capita or to send indigents to this, well we're talking about a foundation here, I'm talking about the actual hospital, the RAHC, you know, this is not the RAHC, okay. Even that is in question now and if I understand correctly Cameron County was, put a condition subject to...

REP. JUAN HINOJOSA That's right.

COMM. ARCAUTE ...determining whether it's a, what is the term...

RUDY DE LA VIÑA Creditable.

COMM. ARCAUTE ...creditable expense.

REP. JUAN HINOJOSA You can do the same...

COMM. ARCAUTE They may have found out by now that it's not a credible expense, so what happens to Cameron now?

REP. JUAN HINOJOSA No, I mean we, we're all, we're gonna go change the law if that the case.

COMM. ARCAUTE Cause we have a habit in this County of following other counties, you know.

JUDGE CUELLAR Will it meet the needs of what Texas University said, is saying on, on the deadline, Rosalie, because if, if it's decided that they can't get credit can they have them sign an agreement. Is that correct?

ROSALIE WEISFELD That's, that's my understanding and actually Mr. De La Viña informed me of that. I had, the, the folks that I checked with over the last couple of days about Cameron County, just told me it would pass and did not mention any type of subject to's or, or provisions of the Memorandum of Understanding.

JUDGE CUELLAR Knowing Cameron County, they were the only ones that took care of their national incurred properties whenever the key to the property and, and they got it back.

ROSALIE WEISFELD Yeah.

JUDGE CUELLAR We had to do somersaults.

ROSALIE WEISFELD Well, the, the importance of the MOU and the passage of it is, the most important issue here is showing support for our, our principal site proposal and our principal site proposal is not called the McAllen proposal, although the newspaper referred to it as that. It is the Hidalgo County Consolidated RAHC Proposal, of which it, the County, County Judge, you yourself have been a member of that committee and we are putting together a proposal with the principal site in McAllen but with components in the other communities and it, you know, it just comes back to being supportive of, of our

County's proposal and showing that support by endorsing the MOU. The, the pebbles that have been mentioned, the issues that Mr. Crain has brought up I truly believe can be resolved and worked out amicably because if it is a problem and it's a recognized problem for the County or for the cities, all the cities are gonna have to go back and agree and make those changes, just as all the counties will for it to be an enforceable agreement. This is a show of faith in the program. Thank you.

REP. JUAN HINOJOSA Judge, just very quickly, I mean, you can pass it just the way it is without making it conditional and, and I tell you why, I mean, what we're looking the amount of money that this County would have to spend is really minimal before you go into a full blown expenditure situation because they don't even start breaking ground until, I don't know, January sometime, or in February. So, in the meantime, I, I can amend present legislation to allow us to do what we need to do to get this job done, you know it's just, I don't, so that whatever money the County invests is a good investment. It is, it is a, it is a productive investment and it a very positive investment.

JUDGE CUELLAR If the condition is permissible then I would feel more comfortable if it's in there.

REP. JUAN HINOJOSA Can...

COMM. ROSEL I, I think I had a motion on the floor in reference to...

REP. JUAN HINOJOSA With the condition.

COMM. ROSEL ...the MOU with the reference to the, with the condition or the stipulation then and if we can get a second we can vote on it and get it out of the way, if not let it die and...

COMM. HANDY I second it.

COMM. ARCAUTE Could you repeat the motion, Commissioner, just in case, I think, we lost something in the second one too.

COMM. ROSEL Mande?

COMM. ARCAUTE Would you repeat the motion?

COMM. ROSEL Oh, okay. That was twenty minutes ago, I can't remember.

JUDGE CUELLAR Well, since you didn't have second.

COMM. ROSEL (Inaudible)

COMM. ARCAUTE That's what happens see.

JUDGE CUELLAR We were, we were in discussion...

COMM. ROSEL I made a motion that we pass the MOU with the , with the stipulation that, I wrote it down, with the stipulation that we would get the credit for, for wait a minute here it is...

REP. JUAN HINOJOSA Any expenditures.

COMM. ROSEL ...with the stipulation that the County would be given for, given credit for its investment towards indigent care and, in lieu of the per capita investment, but I believe, that Rudy, you said we wanted to change it for, we get credit for its...

RUDY DE LA VIÑA Considered a creditable expense...

COMM. ROSEL ...considered a creditable expense.

JUDGE CUELLAR Motion made and seconded, is there any discussion? Is there any discussion. There being none all those in favor signify by saying aye.

COMM. ROSEL Aye.

COMM. HANDY Aye.

JUDGE CUELLAR Aye. Opposed?

COMM. ARCAUTE Aye.

JUDGE CUELLAR Ayes have it and so ordered. It's too early, it's too early, I think...

COMM. ARCAUTE Early? I'm late to my appointment.

ROSALIE WEISFELD Thank you very much.

JUDGE CUELLAR There being no further business this meeting is adjourned.