

RENEWAL AND FOURTH AMENDMENT TO THE
INTERLOCAL AGREEMENT BETWEEN TRAVIS COUNTY
HEALTHCARE DISTRICT AND CITY OF AUSTIN, TEXAS

This Renewal and Fourth Amendment to the Interlocal Agreement between the Travis County Hospital District and the City of Austin, Texas ("Fourth Amendment") is entered into this 28th day of September, 2006, and is effective as of October 1, 2006.

Whereas, the Travis County Hospital District, now known as the Travis County Healthcare District (the "District") and the City of Austin, Texas (the "City") entered into an interlocal agreement, effective on October 1, 2004, as amended ("Interlocal Agreement") under which the City manages community health centers and provides certain other services to the District; and

Whereas, Section 10(b) of the agreement provides that the agreement will terminate on September 30, 2006, unless otherwise extended in writing by the parties; and

Whereas, the City acknowledges that the District has provided reasonable assurance that the District has appropriated sufficient funds and taken sufficient steps to provide for the prompt, non-discretionary payment of all applicable Service Payments, and that the District's budget (as approved by the County) for the applicable Service Payments and other terms are consistent with the scope of services and obligations requested of the City for the applicable period, as demonstrated by new Exhibit J to the Interlocal Agreement; and

Whereas, the District and the City wish to renew the Interlocal Agreement for another year, beginning October 1, 2006, and ending September 30, 2007, unless extended in writing by the parties; and

Whereas, the District and the City also wish to amend the Interlocal Agreement to reflect the District's name change, to address a requirement for the City to provide: (1) staff to serve as patient educators at the new urgent care center, and (2) behavioral health counselors at the County Community Health Centers; and to reflect the District's Fiscal Year 2007 budget and revised payments due under the Interlocal Agreement for Fiscal Year 2007;

Therefore, the District and the City hereby agree as follows:

1. Except as amended herein, the terms of the Interlocal Agreement, as amended and renewed to date, are renewed through September 30, 2007.
2. All references in the Interlocal Agreement to "Travis County Hospital District," "Hospital District" and "District" shall mean the Travis County Healthcare District.
3. A new Section 3(a)(viii) shall be added to read as follows:

(viii) City will assign 2.5 qualified full-time equivalent employees to work as patient educators at the urgent care center ("UCC") to be operated by Daughters of Charity Health

Services of Austin d/b/a Brackenridge Hospital ("Seton") at 1215 Red River Street, Austin, Texas. The patient educators will provide education to those community health center patients receiving urgent care services at the UCC regarding: (a) establishment of a medical home; (b) appropriate and inappropriate utilization of the emergency department; (c) when appropriate, redirection to the appropriate clinic, follow-up appointment scheduling, and referral into such clinic, and (d) facilitation of data entry into the CCSD computer system as assigned. One or more patient educators will be present at the UCC from 10:00 a.m. to 8:00 p.m., seven (7) days a week, 365 days a year, or on such other schedule as the parties may mutually agree, which agreement must be reflected in writing and delivered to both parties.

4. A new Section 3(a)(ix) shall be added to read as follows:

(ix) City will provide, through contract, two (2) qualified full-time behavioral health counselors to work at the County Community Health Centers.

5. The portion of Exhibit G entitled "Operating Budget" is amended in its entirety to read as follows:

Attached hereto as Exhibit G-1 is the original operating budget for the Services for Fiscal Year 2005. The total amount of payments to be made from October 1, 2004 through September 30, 2005, from the District to the City for those operations, which payments are in addition to the collections made by the City and applied to the cost of the Services, is \$41,752,392, which shall be paid to the City in accordance with the schedule on Exhibit H, as amended by the First Amendment to the Interlocal Agreement, effective March 1, 2005.

Attached hereto as Exhibit G-2 is the operating budget for the Services for Fiscal Year 2006. The total amount of payments to be made from October 1, 2005 through September 30, 2006, from the District to the City for those operations, which payments are in addition to the collections made by the City and applied to the cost of the Services, is \$45,084,126, which shall be paid to the City in accordance with the schedule on Exhibit H.

Attached hereto as Exhibit G-3 is the operating budget for the Services for Fiscal Year 2007. The total amount of payments to be made from October 1, 2006 through September 30, 2007, from the District to the City for those operations, which payments are in addition to the collections made by the City and applied to the cost of the Services, is \$26,910,624, which shall be paid to the City in accordance with the schedule on Exhibit H.

6. Exhibit H, entitled "Service Payments," shall be amended to insert the following schedule of payments after the schedule currently in Exhibit H and before the text "as supported by the schedule attached hereto as Attachment 1" to read as follows:

10/06	\$2,242,552.00	02/07	\$2,242,552.00	06/07	\$2,242,552.00
11/06	\$2,242,552.00	03/07	\$2,242,552.00	07/07	\$2,242,552.00
12/06	\$2,242,552.00	04/07	\$2,242,552.00	08/07	\$2,242,552.00
01/07	\$2,242,552.00	05/07	\$2,242,552.00	09/07	\$2,242,552.00

7. The following exhibit is added to the Agreement as Exhibit J to read as follows:

EXHIBIT J
CERTIFIED MINUTES OF THE COMMISSIONERS COURT APPROVING FISCAL
YEAR 2007 DISTRICT BUDGET AND DISTRICT FISCAL YEAR 2007 BUDGET

IN WITNESS WHEREOF, this Renewal and Fourth Amendment has been executed and delivered on behalf of the District and the City by their duly authorized representatives in one or more counterparts, which together shall constitute one agreement.

TRAVIS COUNTY HEALTHCARE DISTRICT

By: _____
Name: Patricia A. Young Brown
Title: President and Chief Executive Officer

CITY OF AUSTIN, TEXAS

By: _____
Name: _____
Title: _____