Tri-County Services Board of Trustees' Meeting

July 28, 2011



Serving individuals with mental illness and developmental disabilities

AGENDA

Notice is hereby given that a regular meeting of the Board of Trustees of Tri-County Services will be held on Thursday, July 28, 2011. The Business Committee will convene at 9:00 a.m., the Program Committee will convene at 9:30 a.m. and the Board meeting will convene at 10:00 a.m. at 1506 FM 2854, Conroe, Texas. The public is invited to attend and offer comments to the Board of Trustees between 10:00 a.m. and 10:15 a.m.

<u>ltem</u>

I.	Organizational Items	
	A. Chairman Calls Meeting to Order	
	B. Public Comment	
	C. Quorum	
II.	Approve Minutes – May 26, 2011	
III.	Executive Director's Report – Cindy Sill A. Department of State Health Services 1. FY2012-2013 Contract 2. FY 2011 Additional Funding 3. Treatment Plan Review B. Department of Aging and Disability Services 1. FY 2012-2013 Contract and Funding 2. Texas Home Living (TxHmL) Waiver Refinance C. Texas Correctional Office on Offenders with Medical and Mental Impairments (TCOOMMI) D. East Texas Behavioral Healthcare Network 1. Business Expansion 2. Board Retreat	
IV.	Chief Financial Officer's Report – Millie McDuffey A. FY 2012 Budget B. Fixed Asset Inventory C. County Annual Funding Request D. FY 2011 Audit E. FY 2010 HCS & ICF/MR Cost Reports	
V.	Program Committee Action Items A. Approve FY 2011-2012 Montgomery County United Way Funding Agreement	Pages 8-11
	Information Items B. Community Resources Report for May and June 2011 C. Consumer Services Reports for May and June 2011 D. Program Updates for June 2011 E. 3 rd Quarter FY 2011 Corporate Compliance Report and 4 th FY 2011 Quarter Corporate Compliance Training F. Year to Date FY 2011 Goals and Objectives Progress Report G. Program Presentation – Psychiatric Emergency Treatment Center/Crisis Stabilization Unit	Pages 15-17 Pages 18-21 Pages 22-24 Pages 25-29
VI.	Executive Committee Information Items A. Appoint Nominating Committee for FY 2012 Board Officers B. Appoint Executive Director Evaluation Committee	Page 30

	C.	Personnel Reports for May and June 2011	Pages 32-34
	D.	Social and Electronic Media	Page 35
VII.	Bu	siness Committee	
	<u>Act</u>	ion Items	
	A.	Approve May 2011 Financial Statements	Pages 36-48
	B.	Approve June 2011 Financial Statements	Pages 49-61
	C.	Approve Medicaid Provider Agreement for the Provision of Mental Retardation Service	
		Coordination	Pages 62-79
	D.	Consider Selection of FY 2011 Auditor	Page 80
	E.	Approve Recommendation to Declare 1999 Ford Escort as Surplus	Page 81
	F.	Approve Changes in Deductibles for Professional Liability and Errors and Omissions	
		Coverage	Page 82
	G.	Authorize Loan of Funds to Montgomery Supported Housing, Inc. for First Year Operating	
			Page 83
	Η.	Approve Renewal of Listing Agreements for Properties Located at 406-B North Washingto	n
		and 117 North College Street, Cleveland, Texas	Pages 84-103
	1.	Approve Recommendation for Tri-County Services FY 2012 Employee Health, Long	
		Term Disability, Life, and AD&D Insurance	Pages 104-107
	Info	ormation Items	
		3 rd Quarter FY 2011 Investment Report	Pages 108-112
	K.	May and June 2011 Board of Trustees' Unit Financials	Pages 113-115
	L.	Montgomery Supported Housing, Inc. Update	

VIII. Executive Session in compliance with Texas Government Code Section 551.071, Consultation with Attorney.

Posted By:

Stacy Blake Executive Assistant

Tri-County Services

P.O. Box 3067 Conroe, TX 77305

BOARD OF TRUSTEES' MEETING

May 26, 2011

BOARD MEMBERS PRESENT:

BOARD MEMBERS ABSENT:

Cecil McKnight
Len George
Mark Maltsberger
Sharon Walker
Morris Johnson
Janet Qureshi
Patti Atkins

Brad Browder David Walker

TRI-COUNTY STAFF PRESENT:

Cindy Sill, Executive Director
Millie McDuffey, CFO
Evan Roberson, Director of Organizational Support
Don Teeler, Director of Operations
Sandy Kelly, Director of Administrative Services
Stacy Blake, Executive Assistant
Shane Burks, Coordinator of Community Resources
Melissa Zemencsik, Staff
Tia Parsley, Staff
David Deaton, Legal Counsel

GUESTS:

Tracy Sorensen
Carlos Taboada, David N. Miller
Genelle Edwards, Empowerment Options
Cindy Best, Empowerment Options
Penny Wilson, Montgomery County Hospital District

CALL TO ORDER: Chairman, Cecil McKnight, called the meeting to order at 10:03 a.m. at 1506 FM 2854, Conroe, TX.

PUBLIC COMMENT: There were no public comments.

QUORUM: There being seven (7) members present, a quorum was established.

RESOLUTION #05-11-01

MOTION MADE BY: Morris Johnson

SECONDED BY: Patti Atkins, with affirmative votes by

Cecil McKnight, Len George, Sharon Walker, Mark Maltsberger,

and Janet Qureshi that it be...

Cont.

Board of Trustees' Meeting Minutes May 26, 2011

RESOLVED:

That the Board excuse the absences of David Walker and Brad

Browder.

RESOLUTION #05-11-02

MOTION MADE BY: Morris Johnson

SECONDED BY: Sharon Walker, with affirmative votes by Cecil McKnight, Len George, Janet Qureshi, Patti Atkins, and

Mark Maltsberger that it be...

RESOLVED:

That the Board approve the minutes of the April 28, 2011

meeting of the Board of Trustees as corrected.

The Chairman of the Board, Cecil McKnight, suspended the agenda to move to Business Committee Item VII-E, Consider New Government Accounting Standards Board (GASB) 34 Balance Sheet Presentation. Carlos Taboada of David N. Miller presented the information.

Having returned to the regular agenda, the meeting commenced with the Executive Director's report.

EXECUTIVE DIRECTOR'S REPORT:

The Executive Director's report is on file.

CHIEF FINANCIAL OFFICER'S REPORT:

The Chief Financial Officer's report is on file.

PROGRAM COMMITTEE:

The March and April 2011 Community Resources Report were reviewed for information purposes only.

The March and April 2011 Consumer Services Reports were reviewed for information purposes only.

The April 2011 Program Updates were reviewed for information purposes only.

Program Presentation – Melissa Zemencsik and Tia Parsley presented information about the Youth Outpatient Substance Abuse Treatment Services program.

EXECUTIVE COMMITTEE:

The March and April 2011 Personnel Reports were reviewed for information purposes only.

The Texas Council quarterly meeting verbal update was presented.

Cont.

Board of Trustees' Meeting Minutes May 26, 2011

BUSINESS COMMITTEE:

RESOLUTION #05-11-03

MOTION MADE BY: Morris Johnson

SECONDED BY: Patti Atkins, with affirmative votes by

Cecil McKnight, Len George, Mark Maltsberger, Janet Qureshi,

and Sharon Walker that it be...

RESOLVED:

That the Board approve the April 2011 financial statements.

RESOLUTION #05-11-04

MOTION MADE BY: Patti Atkins

SECONDED BY: Morris Johnson, with affirmative votes by Cecil McKnight, Len George, Janet Qureshi, Mark Maltsberger,

and Sharon Walker that it be...

RESOLVED:

That the Board postpone Business Committee Item VII-B, Consider Selection of FY 2011 Auditor, until the July 28, 2011

Board meeting.

RESOLUTION #05-11-05

MOTION MADE BY: Morris Johnson

SECONDED BY: Sharon Walker, with affirmative votes by Cecil McKnight, Len George, Janet Qureshi, Mark Maltsberger,

and Patti Atkins that it be...

RESOLVED:

That the Board approve revisions to the Reduction In Force Or

Reconfiguration policy.

RESOLUTION #05-11-06

MOTION MADE BY: Morris Johnson

SECONDED BY: Patti Atkins, with affirmative votes by

Cecil McKnight, Len George, Janet Qureshi, Mark Maltsberger,

and Sharon Walker that it be...

RESOLVED:

That the Board approve submission of the Housing and Urban Development Department 811 Project Application, approve

resolutions related to the application and authorize the Executive

Director to Execute necessary documents.

RESOLUTION #05-11-07

MOTION MADE BY: Morris Johnson

SECONDED BY: Janet Qureshi, with affirmative votes by Cecil McKnight, Len George, Sharon Walker, Mark Maltsberger,

and Patti Atkins that it be...

Cont.

Board of Trustees' Meeting Minutes May 26, 2011

FS			

That the Board consider the new Government Accounting Standards

Board (GASB) 34 balance sheet presentation effective September 1,

2011.

RESOLUTION #05-11-08

MOTION MADE BY: Morris Johnson

SECONDED BY: Len George, with affirmative votes by

Cecil McKnight, Patti Atkins, Janet Qureshi, Mark Maltsberger,

and Sharon Walker that it be...

RESOLVED:

That the Board approve the submission of the 2011 Texas

Foundations Fund Grant for Persons With Very Low Income and

authorize the Executive Director to execute.

The 2nd quarter FY 2011 Investment Report was reviewed for information purposes only.

The April 2011 Board of Trustees' Unit Financial statement was reviewed for information purposes only.

The Montgomery Supported Housing Inc. update was reviewed for information purposes only.

The regular meeting of the Board of Trustees recessed at 11:50 a.m. to go into Executive Session in compliance with Texas Government Code Section 551.071, Consultation with Attorney.

The regular meeting of the Board of Trustees reconvened at 11:55 a.m. to go into regular session.

RESOLUTION #05-11-09

MOTION MADE BY: Morris Johnson

SECONDED BY: Sharon Walker, with affirmative votes by

Cecil McKnight, Len George, Janet Qureshi, Patti Atkins, and Mark

Maltsberger that it be...

RESOLVED:

That the May 26, 2011 meeting of the Board of Trustees be

adjourned at 11:55 a.m.

ADJOURNMENT:

ATTEST:

Cecil McKnight Chairman Date

Janet Qureshi

Date

Secretary

Agenda Item: Approve FY 2011-12 Montgomery County United

Way Award

Board Meeting Date

July 28, 2011

Committee: Program

Background Information:

Earlier this year, Tri-County submitted a funding proposal to Montgomery County United Way (MCUW), requesting funds for the Crisis Stabilization Day Treatment Services, summer camp and respite for individuals with intellectual/developmental disabilities (IDD), and substance abuse treatment services. On June 6th, Tri-County received the notice of awards for the programs as follows:

- Crisis Stabilization Unit \$130,000
- IDD Authority Services \$16,000
- Substance Abuse & Treatment Program \$74,500

The funding agreement must be approved by the Board of Trustees, signed and returned to MCUW. Since the agreement was due June 29th, the MCUW leadership was contacted and we were advised to submit the executed agreement with the Executive Director's signature by June 29th and submit the agreement with the Board Chair's signature after Board approval at the July 28th meeting. A cover letter will be sent with the approved agreement indicating that Tri-County will conduct its annual "From the Heart" campaign during MCUW's annual fund drive.

Supporting Documentation:

Copy of Cover Letter from Montgomery County United Way

FY 2011-12 Montgomery County United Way Funding Agreement

Recommended Action:

Accept the FY 2011-12 Montgomery County United Way Awards and Approve the Funding Agreement

LIVE UNITED

GIVE. ADVOCATE, VOLUNTEER



JUN 0 6 2011

Board of Directors Executive Committee

Jim Fredricks, Chair Roz Dauzat, Vice-Chair Michael Daniel Bob Evans Dr. Austin Lane Don Lehman Chip Ray Mario Rosales Danielle Scheiner

Board Members

Bob Abendschein Angela Allen Andrew Cantu Rod Chaves Mary Cubillas Hector Forestier Cam Heathcott Dr. Jon Kramer Megan Marietta Lucinda Owen Lisa Schott Lucy Shanahan Mike Shinn Anne Sundquist Bob Udell Tim Welbes

Contact Information

1600 Lake Front Circle Suite 248 The Woodlands, TX 77380 or P.O. Box 8965 The Woodlands, TX 77387 (281) 292-4155

Fax (281) 298-8900 and

(888) 844-6289

731 West Davis Conroe, TX 77301 (936) 760-4179 (888) 825-9682 Fax (936) 760-4167

www.mcuw.org

June 1, 2011

Cindy Sill Tri-County Services PO Box 3067 Conroe, Texas 77305

Dear Cindy,

On behalf of the board of Montgomery County United Way, Community Impact Committee, the Impact Councils, and the Strategic Investment volunteers, thank you for submitting your agency's Request for Revenue and participating in the 2011 Montgomery County United Way Strategic Investment process. I am pleased to inform you of the funding decisions approved by the Montgomery County United Way Board of Directors on Friday, May 20, 2011, which can be found on the enclosed documents.

Enclosed, please find the following items:

- Two (2) copies of the 2011 Montgomery County United Way Agreement for Funding. Please keep the document marked "Agency Copy." Please sign the additional copy and return it in the envelope provided.
- Memo from the Investment Committee with feedback regarding your agency's 2011 request for funding.
- Your copy of the Montgomery County United Way Policy, "Community Impact Councils and Strategic Investment Committees Principles of Operation."

Please return the necessary documents by June 28, 2011 so we can begin the 2011-2012 payment cycle in July. If you have any questions regarding these documents, please contact Vicky Shelledy, Director of Community Impact, at the Montgomery County United Way office in Conroe (936-760-4179 ext. 265).

Best/regards,

Jim Fredricks, Chair Montgomery County United Way Board of Directors Danielle Scheiner, Chair Montgomery County United Way Community Impact Committee





MONTGOMERY COUNTY UNITED WAY 2011-2012 AGREEMENT FOR FUNDING

Tri-County Services

It is hereby affirmed that the governing board of Tri-County Services has, by majority vote of a quorum of the board, agreed to accept funds from the Montgomery County United Way for the period of July 1, 2011 through June 30, 2012 in the following program categories:

INVESTMENT AREA: RESPONDING TO CRISES

Crisis Stabilization Unit

\$130,000

INVESTMENT AREA: HELPING PEOPLE COPE

IDD Authority Services

\$ 16,000

INVESTMENT AREA: PREVENTING & TREATING DRUG & ALCOHOL ABUSE

Substance Abuse & Treatment Program

\$ 74,500

The funds will be distributed subject to the conditions outlined below which summarize significant policies and/or procedures of the Montgomery County United Way Board of Directors.

- The agency shall maintain all necessary licensing and accrediting requirements of appropriate professional and governmental organizations.
- The agency shall maintain its non-profit/tax exempt status and shall meet filing requirements of the Internal Revenue Service.
- 3. The agency shall adopt Generally Accepted Accounting Principles for health and welfare organizations and maintain an adequate accounting system and fiscal controls.
- 4. The agency shall adhere to sound management practices as defined by general practice.
- 5. The agency shall identify itself as a Montgomery County United Way Funded Partner, using the local logo, at all its facilities and in <u>all</u> its print, fundraising and marketing efforts and shall cooperate with the United Way in areas of mutual interest and benefit, e.g. campaign, agencywide events, et cetera. A copy of the MCUW's Co-Branding policy was included in the Request for Funding package.
- 6. The agency shall provide the annual audit, including the management letter, once accepted by its board of directors to Montgomery County United Way. Funding will be withheld if the audit and management letter or a letter signed by the agency's chief volunteer officer and the agency's chief staff officer stating there is no management letter, are not received by the end of the sixth month of the agency's fiscal budget year.
- 7. In view of the uncertain future of several government funding programs, it is requested that upon notification of any significant change in government funding as reflected in the revised budget, the agency shall contact the president of Montgomery County United Way. The agency is

advised to review and, if necessary, realign programs in preparation for any anticipated decreases in government support.

- In consideration of the above, the agency is advised to continue its efforts to develop community financial support of its programs.
- 9. The agency shall not conduct any fund raising events during the annual United Way Campaign period without Montgomery County United Way Board of Directors approval. During 2011, the campaign period will be August 15, 2011 through November 15, 2011.
- 10. In recognition and support of the mission of MCUW to "improve lives by mobilizing the caring power of community", the agency is required to submit paperwork to MCUW to participate in the State Employees Charitable Campaign (SECC) and all other employee oriented fund raising efforts as a part of the MCUW federation of agencies as well as conduct an employee campaign allowing all agency employees an opportunity to contribute to MCUW.

The budget submitted by Tri-County Services to Montgomery County United Way detailed specific use for the funds requested. It is the expectation of the Board of MCUW that the program funds received this year will be used by *Tri-County Services* for the purposes presented in writing and orally to the members of the Strategic Investment Panel.

MCUW requests informal, periodic updates from the agency on its progress on programs beyond the required reports noted in Item 6.

The Board of Directors also understands that receipt of these funds is contingent upon the Montgomery County United Way receiving payment on the pledges made in the last campaign. Should this not be achieved, funding may be reconsidered along with that of all other agencies.

Further, it is agreed that failure to comply with the recommendations and/or conditions outlined, and/or the policies and procedures of the Montgomery County United Way can result in temporary or permanent suspension of funding.

Danielle Scheiner, Chair Community Impact Committee Montgomery County United Way

Approved by the Board of Directors of Tri-County Services on this	day of, 2011.	
Chairman/PXXXXXX of the Board of Directors Cecil-McKnight	Date	
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Date	

Agenda Item: Community Resources Report for May & June	Board Meeting Date			
2011	July 28, 2011			
Committee: Program	July 20, 2011			
Background Information:				
None				
Supporting Documentation:				
Community Resources Report for May & June 2011				
Recommended Action:				
For Information Only				

Community Resources Report May & June 2011

Volunteer Hours:

Location	May	June
Conroe	103.5	55.25
Cleveland	4 0	
Liberty	104.5	55
Huntsville	94.5	129.5
Total	306.5	239.75

COMMUNITY ACTIVITIES:

6/2/11 Cleveland Chamber of Commerce 6/2/11 Walker County Community Resour 6/7/11 Montgomery County Mass Fatality 6/7/11 Consumer Presentation on HUD H 6/8/11 Montgomery County United Way I 6/9/11 Huntsville Chamber of Commerce 6/13/11 Independence Place Grand Openin 6/14/11 Montgomery County Forensic Hos Montgomery County Homeless Co 6/15/11 Montgomery County Social Service 6/21/11 Montgomery County United Way I 6/28/11 Montgomery County Mass Fatality	rce Coordination Group / Workgroup Housing Project Funded Partners Meeting Breakfast ng Spital Advisory Board Meeting Disalition – Board and General Resource Coordination Group Disaster Recovery Taskforce rce Meeting	Cleveland Huntsville The Woodlands Cleveland The Woodlands Huntsville Montgomery Conroe Conroe Conroe The Woodlands Conroe
6/7/11 Montgomery County Mass Fatality 6/7/11 Consumer Presentation on HUD H 6/8/11 Montgomery County United Way I 6/9/11 Huntsville Chamber of Commerce 6/13/11 Independence Place Grand Openin 6/14/11 Montgomery County Forensic Hos Montgomery County Homeless Co 6/15/11 Meetings 6/17/11 Montgomery County Social Service 6/21/11 Montgomery County United Way I 6/21/11 Adult Protective Services Task For	Workgroup Housing Project Funded Partners Meeting Breakfast ng Spital Advisory Board Meeting Disalition – Board and General Resource Coordination Group Disaster Recovery Taskforce rce Meeting	The Woodlands Cleveland The Woodlands Huntsville Montgomery Conroe Conroe Conroe Conroe The Woodlands Conroe
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6/21/11 Adult Protective Services Task For	rce Meeting	Conroe
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6/28/11 Montgomery County Mass Fatality	/ Incident Planning Meeting	0
orzor i monigomery county mass ratality	9 3 3 3	Conroe
6/28/11 Montgomery County Area Busines	ss Women's Meeting	Conroe
Montgomery County United Way	Campaign Cabinet Webinar	
6/30/11 Meeting		Conroe
7/7/11 Walker County Community Resou	•	Huntsville
7/7/11 Cleveland Chamber of Commerce	Luncheon	Cleveland
7/11/11 Aging and Disability Resource Cer	nter Meeting	Houston
7/11/11 Magnolia Rotary Club Meeting		Magnolia
7/11/11 Walker County Budget Hearing		Huntsville
7/14/11 Huntsville Chamber of Commerce	Breakfast	Huntsville
7/19/11 Montgomery County Adult Probati	ion Training	Conroe
7/19/11 Montgomery County Forensic Hos	spital Advisory Board Meeting	Conroe
7/19/11 Montgomery County Community F		Conroe
7/20/11 Liberty/Dayton Chamber of Comm	nerce Luncheon	Liberty
7/26/11 Aging and Disability Resource Cer	nter Meeting	Houston
7/26/11 Montgomery County Area Busines	ss Women's Meeting	Conroe
7/26-7/27 Cleveland Health Fair		Cleveland
7/27/11 Montgomery County United Way	Campaign Cabinet Meeting	The Woodlands
7/27/11 DARS Meeting – Tri-County Service	ces Presentation	Conroe

UPCOMING ACTIVITIES:

8/4/11	Walker County Community Resource Coordination Group	Huntsville
8/4/11	Cleveland Chamber of Commerce Luncheon	Cleveland
8/5-8/7	22 nd Annual Burnham Golf Tournament	Liberty
8/10/11	Montgomery County United Way Funded Partners Meeting	The Woodlands
8/11/11	Huntsville Chamber of Commerce Breakfast	Huntsville
8/11/11	Walker County Community Resource Coordination Group	Huntsville
8/16/11	Montgomery County United Way Disaster Recovery Taskforce	The Woodlands
8/16/11	Montgomery County Forensic Hospital Advisory Board Meeting	Conroe
8/16/11	CASA (Court Appointed Special Advocate) Presentation	Liberty
8/16/11	Montgomery County Community Resource Coordination Group	Conroe
8/30/11	Montgomery County Area Business Women's Meeting	Conroe
	Montgomery County United Way Campaign Cabinet Webinar	
8/31/11	Meeting	Conroe

Agenda Item: Consumer Services Reports for May & June 2011	Board Meeting Date			
2011	July 28, 2011			
Committee: Program				
Background Information:				
None				
Supporting Documentation:				
Consumer Services Reports for May & June 2011				
Recommended Action:				
For Information Only				

CONSUMER SERVICES REPORT May 2011 - FY 2011

Crisis Services, MH Adults/Children	MONTGOMERY COUNTY	CLEVELAND	LIBERTY	WALKER COUNTY	TOTAL
Persons Screened, Intakes, Other Crisis Services	245	- 22	22	23	312
Crisis and Transitional Services (SP 0, SP5)	108	10	16	17	151
Crisis Residential Unit (CRU) Served	15	4	1	2	22
Crisis Residential Unit (CRU) bed days	40	5	9	4	58
Total Contract Hospital Admissions	24	5	2	1	32
Total State Hospital Admissions	41	3	3	11	58
Persons Served by Program, MH Non-Crisis					
Adult Service Packages (SP 1-4)	731	96	76	125	1028
Adult Medication Services	587	63	88	105	843
Child Service Packages (SP 1.1-4)	357	15	9	56	437
Child Medication Services	177	8	5	28	218
Adult Jail Diversion Services	23	1	0	0	24
Juvenile Detention Diversion Services	4	0	0	0	4
TCOOMMI (Adult/Child)	115	4	5	8	132
Persons Served by Program, IDD					
Number of New Enrollments for IDD Services	2	0	0	0	2
Service Coordination/Case Management	361	22	36	44	463
Center Waiver Services (HCS, Supervised Living, TXHmL)	30	17	5	16	68
Contractor Provided ICF-MR	18	12	12	6	48
Autism Services	14	0	1	1	16
Substance Abuse Services					
Children and Youth Prevention Services	149	6	0	0	155
Youth Substance Abuse Treatment Services/COPSD	10	0	1	0	11
Adult Substance Abuse Treatment Services/COPSD	26	0	1	0	27
Waiting/Interest Lists					
Department of State Health Services-Adults	247	24	39	11	321
Department of State Health Services-Children	16	0	2	0	18
Home and Community Based Services Interest List	1021	88	90	89	1288
Persons Served Outside of the State Contracts					
Benefit Package 3 Adult/Child	34	6	9	5	54
May Served by County					
Adult Mental Health Services	1252	139	127	185	1703
Child Mental Health Services	368	15	11	60	454
Intellectual and Developmental Disabilities Services	424	42	52	55	573
Total Served by County	2044	196	190	300	2730
April Served by County					
Adult Mental Health Services	1283	145	118	156	1702
Child Mental Health Services	403	16	11	59	489
Intellectual and Developmental Disabilities Services	419	42	51	56	568
Total Served by County	2105	203	180	271	2759
March Served by County					
Adult Mental Health Services	1309	154	126	167	1756
Child Mental Health Services	388	22	9	60	479
Intellectual and Developmental Disabilities Services	421	43	54	58	576
	1 741	, 40		. : ::::	- 7/10

CONSUMER SERVICES REPORT

June 2011 - FY 2011

Crisis Services, MH Adults/Children	MONTGOMERY COUNTY	CLEVELAND	LIBERTY	WALKER COUNTY	TOTAL
Persons Screened, Intakes, Other Crisis Services	301	18	31	20	370
Crisis and Transitional Services (SP 0, SP5)	79	7	2	14	102
Crisis Residential Unit (CRU) Served	53	5	6	6	70
Crisis Residential Unit (CRU) bed days	185	16	21	25	247
Total Contract Hospital Admissions	7	1	0	0	8
Total State Hospital Admissions	34	2	2	9	47
Persons Served by Program, MH Non-Crisis					
Adult Service Packages (SP 1-4)	722	106	85	120	1033
Adult Medication Services	577	80	79	100	836
Child Service Packages (SP 1.1-4)	351	16	9	55	431
Child Medication Services	182	9	5	15	211
Adult Jail Diversion Services	13	2	O	0	15
Juvenile Detention Diversion Services	4	0	0	0	4
TCOOMMI (Adult/Child)	115	5	5	8	133
Persons Served by Program, IDD					
Number of New Enrollments for IDD Services	1	0	0	0	1
Service Coordination/Case Management	384	22	32	46	484
Center Waiver Services (HCS, Supervised Living, TXHmL)	31	10	14	17	72
Contractor Provided ICF-MR	18	12	12	6	48
Autism Services	16	0	1	1	18
Substance Abuse Services					
Children and Youth Prevention Services	0	0	0	0	0
Youth Substance Abuse Treatment Services/COPSD	12	0	1	0	13
Adult Substance Abuse Treatment Services/COPSD	28	0	1	0	29
Waiting/Interest Lists					
Department of State Health Services-Adults	248	24	41	10	323
Department of State Health Services-Children	7	0	1	0	8
Home and Community Based Services Interest List	, 1038	90	91	92	1311
Persons Served Outside of the State Contracts					
Benefit Package 3 Adult/Child	34	7	7	4	52
June Served by County					
Adult Mental Health Services	1268	149	131	167	1715
Child Mental Health Services	363	15	8	57	443
Intellectual and Developmental Disabilities Services	469	42	52	56	619
Total Served by County	2100	206	191	280	2777
May Served by County					
Adult Mental Health Services	1252	139	127	185	1703
Child Mental Health Services	368	15	11	60	454
Intellectual and Developmental Disabilities Services	424	42	52	55	573
Total Served by County	2044	196	190	300	2730
April Served by County					
Adult Mental Health Services	1283	145	118	156	1702
Child Mental Health Services	403	16	11	59	489
Intellectual and Developmental Disabilities Services	419	42	51	56	568
Total Served by County	2105	203	180	271	2759

Agenda Item: Program Updates for June 2011	Board Meeting Date			
Committee: Program	July 28, 2011			
Background Information:				
None				
Supporting Documentation:				
Program Updates for June 2011				
Recommended Action:				
For Information Only				

Program Updates June 2011

MH Crisis and Admission Services

A. Key Statistics:

- 1. Number of new admissions during the month: 119
- 2. PETC average daily census: 10.6

B. Program Comments:

- 1. The census of the Psychiatric Emergency Treatment Center (PETC) has been restricted below capacity due to inability to fill RN vacancies. Recruitment efforts continue.
- 2. There has been an increased number of serious client behavioral incidents at the PETC as we serve more involuntary patients. Some of those have required patient transfers to contract and state inpatient facilities.
- 3. Work continues with local hospitals regarding patient transfers and admission procedures.

MH Adult Services

A. Key Statistics:

- 1. Number of adults served during the month: 1715
- 2. Number of adults served in Medication Services: 836

B. Program Comments:

- 1. A new Advanced Practice Nurse has been hired to increase our prescribing capabilities.
- 2. Medication nurse coverage has been restructured in an effort to provide services with fewer nurses.
- 3. The one vacant psychiatry position has been filled and the individual will start in September.
- 4. The Cleveland MH Outpatient Clinic has been relocated to Truman Street and services have adapted well to this location.

MH Child Services

A. Key Statistics:

- 1. Number of children served during the month: 443
- 2. Number of children served in Medication Services: 211

B. Program Comments:

1. Continue to struggle to meet performance requirements in this area as there is high turnover in the Bachelor Level Rehabilitation staff.

- 2. Efforts continue with adjusting to providing services with fewer staff in efforts to improve efficiency.
- 3. The Center was awarded additional child waiting list funds as a result of our exceeding contract targets in this area.

Criminal Justice Services

A. Key Statistics:

- 1. Number of Children and Adults Served Through Texas Office on Offenders with Medical and Mental Impairments (TCOOMMI):
 - 39 Juvenile: 94 Adults
- 2. Number of Jail/Juvenile Diversions:
 - 15 Jail Diversions in the month of June; 4 Juvenile Diversions

B. Program Comments:

- 1. Several positions have been redefined in this area as part of state contract changes.
- 2. Caseloads of many of our staff have been increased as required in adjustments to state requirements.
- 3. We are adjusting to changes with local agencies that are reducing their staff who work with this population of clients.

Substance Abuse Services

A. Key Statistics:

- 1. Number of children served in prevention services: 0
- 2. Number of adults served in substance abuse/COPSD treatment services: 29 (COPSD 13; OUTPATIENT 27)
- 3. Number of children served in substance abuse treatment services: 13

B. Program Comments:

- 1. Recruiting for some new positions recently funded by Montgomery County United Way.
- 2. Continuing our efforts to open up services in Huntsville. The State has required additional pieces of information as part of our application.
- 3. We continue to seek solutions with the state regarding Medicaid billing for Youth Substance Abuse Services. This has caused major problems as we must bill Medicaid first as part of our service delivery requirements. The Texas Council staff are assisting in negotiations with HHSC and a managed care company.

IDD Services

A. Key Statistics:

- 1. Total number of admissions for the month: 6
- 2. Total number enrolled in the HCS program for the month: 72
- 3. Total number served in all IDD services for the month: 619

B. Program Comments:

- 1. There will be significant reduction in DADS General Revenue funding for IDD and we are evaluating redesign and restructuring plans to adjust for this loss of funding.
- 2. The Truman Street facility in Cleveland has reopened, and our Cleveland Life Skills Program has resumed operations there.
- 3. New information has been received from DADS regarding refinancing of clients into Texas Home Living (TxHmL), a Medicaid Waiver Service, and we are developing plans to implement those Medicaid Waiver Services.

Personnel Information

A. We continue to struggle in recruiting RN's and adjusting to significant turnover in Bachelor Level Rehabilitation positions.

Support Information

A. **Veterans' Services**: A successful Veterans' Summit was held on June 14th and 20 guests attended from different veteran agencies in the area. The day was spent exchanging ideas and advertising services.

B. Quality Management:

- 1. Training was provided for the 4th Quarter Medicaid Administrative Claiming cycle which began on July 11th.
- 2. The Quality Management Department received feedback from DSHS on the FY 2011 Statewide Treatment Planning Review.
- C. **Training**: A workshop titled "All About Respect" was held for IDD and Life Skills staff on July 8th.

D. Information Services:

- The Information Services Department moved communication lines, installed the new phone system, set up equipment and computers, and installed wireless access in the newly renovated building on Truman Street in Cleveland.
- 2. An automated system has been implemented with an outside vendor for daily appointment reminder calls for our clients.

Community Activities

On June 13th, Tri-County Services celebrated the grand opening of "Independence Place" apartments in Montgomery, which will serve very low income persons with mental illness and their families.

The 22nd Annual Burnham Golf Classic is scheduled for the weekend of August 5th-7th, 2011. The Tournament will be held at Magnolia Ridge Country Club in Liberty.

Agenda Item: 3rd Quarter FY 2011 Corporate Compliance Report and 4th Quarter FY 2011 Corporate Compliance Training

Board Meeting Date

July 28, 2011

Committee: Program

Background Information:

The Corporate Compliance Officer is required by Policy and Procedure to submit quarterly reports on Corporate Compliance activities to the Board of Trustees. The Corporate Compliance Report for the 3rd quarter of FY 2011 is attached along with the educational information that has been provided to Center staff. The education portion is included in this packet for on-going education of the Tri-County Board of Trustees on Corporate Compliance issues.

Supporting Documentation:

3rd Quarter FY 2011 Corporate Compliance Report

4th Quarter FY 2011 Corporate Compliance Training

Recommended Action:

For Information Only

Corporate Compliance Report

3rd Quarter, FY 2011

<u>Meetings:</u>

Due to scheduling conflicts with the Corporate Compliance Officer, no meeting was held in the third quarter of FY 2011. The fourth quarter meeting has been scheduled for August 10th.

Contracts are expected in the month of July or August and the annual review of all services codes, encounter codes and other aspects of Medicare and Medicaid billing will be evaluated to ensure the Center is in compliance. After a legislative session like this one, many changes are expected.

Complaints/Allegations:

There was one Corporate Compliance allegation received on the last day of the second quarter and one received in the third quarter of FY 2011. Both investigations were completed in the third quarter and neither case was confirmed by the Corporate Compliance Officer. Both cases involved documentation irregularities which were noticed in quality management reviews. One of the cases required payback of \$1,466.40.

<u>Audits</u>

Treatment Plan Audit results from an audit in the first quarter of FY 2011 were received and a plan of improvement is being developed for the center. Changes will be required to the treatment plan to ensure future audit compliance. A series of training activities and changes to the treatment plan in Anasazi are already underway.

A data verification review audit is underway and our staff scored the provided sample a 99%. This sample was submitted to DADS for review on July 18th.

Program Reviews of clinical programs continue. Recent reviews include IDD and MH Supported Employment, Child and Adolescent Medication Clinic, Child and Adolescent Treatment, Youth Substance Abuse Prevention, and Youth Substance Abuse Treatment. All but one of these programs scored a Level 1 (90 or above).

Corporate Compliance Training

4th Quarter, FY 2011

Medical Necessity

Tri-County staff have likely heard the phrase "medical necessity," but may not often think about its meaning. In behavioral healthcare there is even more variability in defining medical necessity than in physical healthcare given the more subjective nature of diagnoses and treatment interventions. For example, while a physician treating a person at a hospital who presents chest pains, weakness, and shortness of breath might have a clear protocol for assessment and treatment, a psychiatrist/psychologist evaluating an individual presenting behavioral health/developmental disability symptoms might have a much more difficult time determining an accurate diagnosis and initiating treatment. This presents unique challenges for both the service providers and those that are attempting to determine their adherence to medical necessity criteria.

The definition for medical necessity references the appropriateness of care for the individual given their presentation of symptoms and level of functioning. This means that the level of care - in terms of frequency, duration, intensity, and type - is sufficient to address the individual's treatment needs while not being overly restrictive. Additionally, medical necessity requires that treatment alternatives have been considered, access to helping resources have been assessed, and treatment history has been reviewed thoroughly. In other words, medical necessity and level of care are intimately interconnected.

Clinicians and physicians must utilize and document comprehensive assessments to aid in their determination of treatment recommendations and data must be documented as thoroughly as possible. Each factor that contributes to a level of care recommendation and/or treatment plan goal, objective, or intervention should be contained in the individual's chart and readily accessible to a reviewer. Clinicians cannot assume that their ability to clearly verbalize their rationale for treatment and interventions will suffice in the face of an audit where only medical record documentation will be reviewed.

Documentation is the most reliable (and actually for audit purposes the only) means of substantiating medical necessity. Staff have heard the saying that, "if it isn't written or if it can't be read, it didn't happen". Providers using electronic medical records are also finding that if it is written but it is the same information over and over again, it is not individualized and it is not medically necessary.

Each and every contact a provider has with an individual receiving a service, their family members, or other treatment providers should be clearly and completely documented. All interventions must clearly show their connection to the treatment of the individual as each piece of data helps to support medically necessary services.

Standards for quality of care and regulatory compliance are increasing daily in the age of healthcare reform. Understanding medical necessity and how it applies to you and Tri-County will bring you one step closer to meeting these increasing expectations.

Reference: Debra Burock, Ph.D., "Medical Necessity Defined in the Age of Quality-based Behavioral Care," Compliance Watch

Agenda Item: Year to Date FY 2011 Goals and Objectives

Progress Report

Board Meeting Date

July 28, 2011

Committee: Program

Background Information:

The Board of Trustees and Leadership Team met on July 10, 2010 for the annual strategic planning retreat and to develop the Goals for FY 2011. Goals were discussed and a consensus was reached. Subsequently, the Leadership Team developed objectives for each of the goals. These goals are in addition to the contractual requirements of the Center's contracts with the Department of State Health Services and the Department of Aging and Disability Services.

The Board also requested that quarterly progress reports be presented as a "year to date summary".

This is the second "year to date" progress report of the FY 2011 Goals and Objectives which provides a summary from March 1, 2011 through June 30, 2011.

Supporting Documentation:

Year to Date FY 2011 Goals and Objectives Progress Report

Recommended Action:

For Information Only

FY 2011 Goals and Objectives Year-To-Date Progress Report September 1, 2010 – June 30, 2011

GOAL #1

Successfully Implement and Market the Expanded Substance Abuse Treatment Services

OBJECTIVE #1:

Hire and train staff.

- > Staff have been hired and trained.
- We were awarded funding for two positions for Substance Abuse Treatment by Montgomery County United Way.
- Contacted Walker County District Judge to advise of Adult and Youth SA Treatment Services
- Walker County Adult and Juvenile Probation contacted as well.

OBJECTIVE #2:

Market Substance Abuse Treatment Services to community stakeholders and all potential referral sources.

- A large mail out was sent to the community agencies who could be valuable referral sources.
- Numerous meetings have been conducted with the schools, child protective services, juvenile probation and other community agencies to discuss our services.

OBJECTIVE #3:

Maximize all funding for Substance Abuse Treatment including DSHS, Medicaid, private insurance and Montgomery County United Way.

- Youth Outpatient Treatment Services has encountered significant obstacles recovering payments from Medicaid. Negotiations with major managed care company occurring; Texas Council staff assisting with negotiations with company and with HHSC and the companies.
- > DSHS billing for adult services has significantly improved; all but two (2) back payments received from the managed care company.

OBJECTIVE #4:

Funders, consumers, families and quality management reviews reflect effective services.

- Quality Assurance reviews indicate that consumers are very satisfied with services.
- ➤ A surprise Quality Assurance Audit from DSHS in the second quarter was very positive.

GOAL #2

Increase Community Awareness of Center

OBJECTIVE #1:

Educate consumers, families and stakeholders about CSU, crisis hotline, Mobile Crisis Outreach Teams, other mental health services and intellectual and developmental disability services.

- We had extensive communication and meetings with stakeholders regarding the opening of the CSU.
- There have been numerous meetings and presentations with the schools, juvenile probation, child protective services and other agencies regarding our services.

OBJECTIVE #2:

Promote Center's website to all stakeholders.

- > The website has been reviewed with both Planning Network Advisory Committees.
- > The website has been presented to several veterans' services agencies.
- ➤ A website survey has been used to gather feedback from consumer groups.
- Posters and fliers announcing the new website have been distributed through consumer serving departments.

OBJECTIVE #3:

Increase media coverage of Center services and events, including newspapers, radio stations, public service announcements and other media.

- Press releases for CSU opening in several newspapers.
- Radio coverage of CSU opening.
- KSHN Public Service Announcements regarding Tri-County Services
- > Evan Roberson participated in KSHN radio program.
- Press release about Independence Place grand opening.

OBJECTIVE #4:

Implement an educational plan for local and state elected officials regarding diversion of misdemeanor defendants from the criminal justice and state hospital system.

- ➤ Working with Executive Jail Diversion Task Force and Indigent Defense Board to divert individuals from jail and state hospitals.
- ➤ HB 478 passed; maximum period of incarceration and commitment cannot exceed maximum sentence for alleged misdemeanor crime.

GOAL #3

Diversity Center Revenues and Improve Efficiencies

OBJECTIVE #1:

Plan and conduct a gala fundraiser in FY 2011.

- Committee has met, initial planning started, including themes, locations, potential invitees.
- Proposing to use River Plantation Country Club, late March or late April 2012.
- Themes being consider.

OBJECTIVE #2:

Apply for HUD 811 funding for a Liberty County project.

A HUD 811 application for Cleveland, Texas was submitted on June 16, 2011. Staff does not anticipate a response on the application until December 2011 or January 2012.

OBJECTIVE #3:

Apply for funding to support autism spectrum disorder services.

- ➤ Tri-County was awarded a small grant for Autism Services from the Ladies Auxiliary VFW Post #4709 to purchase Adaptive Aides and Library materials.
- Most foundation and governmental proposals are made available to school systems.

OBJECTIVE #4:

Analyze operations to migrate from paper to electronic documentation wherever possible.

- Meetings continue with several vendors who may help staff facilitate more significant changes in this area.
- > The hiring process forms were converted from paper to electronic forms.
- A project to scan remaining paper documents into the Electronic Medical Record was approved the Leadership Team in early July and the equipment is being ordered. Implementation will begin in early FY 2012 once the equipment is received.

GOAL #4 Recruit and Retain Quality Staff

OBJECTIVE #1:

Increase number of bilingual and culturally competent staff.

- Currently have six bi-lingual staff.
- Continue to advertise for bi-lingual staff in key positions.

OBJECTIVE #2:

Identify and develop successor staff in key management positions.

- > Several supervisory training sessions and professional development sessions were held during the year.
- > This has been put on hold due to potential staff changes due to budgetary cuts.

OBJECTIVE #3:

Expand employee wellness opportunities, including employee health clinic.

- ➤ The Physician's Assistant for employees is well underway and will hopefully be finalized prior to end of FY2011.
- Winners of the second Steppin' Across Texas have been identified, notified and awarded prizes. Pictures are in the July Tri-County newsletter.

OBJECTIVE #4:

Foster relationships with colleges and universities to secure practicum and intern students.

- Staff contacted the Public Administration program at Sam Houston State University to inquire about administrative interns.
- ➤ Lone Star College nursing students complete rotations at Tri-County clinics
- Lone Star Health Clinic family practice physician interns complete rotation at Tri-County clinics.
- Participated in the Future Fest sponsored by Sam Houston State University at Lone Star College.
- Routinely have SHSU counseling practicum students supervised by Tri-County staff.

> There are 2 paid substance abuse internships, financed by Montgomery County United Way.

OBJECTIVE #5:

Expand and enhance employee recognition activities.

- A number of employees have been recognized through the new Above and Beyond recognition program.
- Notified supervisors to be sure to submit employee certifications, recognitions, etc.

Agenda Item: Appoint Nominating Committee for FY 2012 Board	Board Meeting Date			
Officers	July 28, 2011			
Committee: Executive				
Background Information:				
Cecil McKnight, Chairman, will appoint the nominating committee Officers. The annual election of officers will occur at the August me Trustees.				
Supporting Documentation:				
None				
Recommended Action:				
For Information Only				

Agenda Item: Appoint Executive Director Evaluation Committee

Committee: Executive

Background Information:

At the July meeting, Cecil McKnight, Chairman, will appoint a committee chair and 2 additional members to the Executive Director's Annual Evaluation Committee as prescribed by Board policy.

Supporting Documentation:

None

Recommended Action:

Appoint Executive Director Evaluation Committee

Agenda Item: May & June 2011 Personnel Reports	Board Meeting Date
Committee: Executive	July 28, 2011
Background Information:	
None	
Supporting Documentation:	
May & June 2011 Personnel Reports	
Recommended Action:	
For Information Only	

TRI-COUNTY SERVICES PERSONNEL BOARD REPORT MAY 2011

STAFF	NEW HIRES		SEPARATED		VOLUNTARY SEPARATION		INVOLUNTARY SEPARATION		BUDGETED	FILLED	MONTHLY TURNOVER	YEARLY TURNOVER
CLASSIFICATIONS	MO.	YTD.	MO.	YTD.	MO.	YTD.	MO.	YTD.	POSITIONS	POSITIONS	PERCENT	PERCENT
Bachelor's												
Qualified Mental Health Professional	1	15	1	17		10	1	7	89	77	1%	22%
Qualified Mental Retardation Professional (State Title)		1							14	13	0%	0%
Licensed Staff		5		1				1	13	13	0%	8%
Medical												
Physicians				1				1	5	4	0%	25%
Advanced Practice Nurse									2	1	0%	0%
RN's		1		1		1			10	9	0%	11%
LVN's				2				2	12	11	0%	18%
Techs/Aides												
МН		2		2		1		1	12	12	0%	17%
IDD	1	6	1	11	1	7		4	53	46	2%	24%
Supervisor/Manager												
МН		1		1				1	13	13	0%	8%
IDD				1				1	5	4	0%	25%
Program Support		2	1	5	1	4		1	38	36	3%	14%
Central Administration		4		4		4			17	16	0%	25%
Business Services			1	1	1	1			16	15	7%	7%
Maintenance/Janitorial/Lawn	1	2		1		1			25	25	0%	4%
GRAND TOTALS	3	39	4	48	3	29	1	19	324	295	1%	16%
Previous YTD					3′						1%	18%

TRI-COUNTY SERVICES PERSONNEL BOARD REPORT JUNE 2011

STAFF	NEW HIRES		SEPARATED		VOLUNTARY SEPARATION		INVOLUNTARY SEPARATION		BUDGETED	FILLED	MONTHLY TURNOVER	YEARLY TURNOVER
CLASSIFICATIONS	MO.	YTD.	MO.	YTD.	MO.	YTD.	MO.	YTD.	POSITIONS	POSITIONS	PERCENT	PERCENT
Bachelor's												
Qualified Mental Health Professional	1	16	3	20	3	13		7	89	76	4%	26%
Qualified Mental Retardation Professional (State Title)		1							14	13	0%	0%
Licensed Staff		5	1	2	1	1		1	15	12	8%	17%
Medical												
Physicians				1				1	5	4	0%	25%
Advanced Practice Nurse									2	1	0%	0%
RN's		1		1		1			10	9	0%	11%
LVN's				2				2	12	10	0%	20%
Techs/Aides												
мн		2	1	3	1	2		1	12	11	9%	27%
IDD		6		11		7		4	53	52	0%	21%
Supervisor/Manager												
мн		1		1				1	13	13	0%	8%
IDD				1				1	5	4	0%	25%
Program Support	1	3		5		4		1	38	37	0%	14%
Central Administration		4		4		4			17	16	0%	25%
Business Services	_			1		1			16	15	0%	7%
Maintenance/Janitorial/Lawn		2		1		1			25	25	0%	4%
GRAND TOTALS	2	41	5	53	5	34	0	19	326	298	2%	18%
Previous YTD					34						1%	18%

Agenda Item: Social and Electronic Media

Board Meeting Date

July 28, 2011

Committee: Executive

Background Information:

In our electronic communication era, many questions have arisen about electronic communications and open records and public information. At a recent Texas Council Risk Management Fund training session, centers were advised to have their attorneys provide guidance to the Board of Trustees regarding these communications.

Additionally, we are developing a Board policy related to staff use of electronic and social media for discussion at this meeting and future approval. Mary Lou Flynn DuPart will discuss this topic and provide additional information at the meeting.

Supporting Documentation:

Information to be Provided at Board Meeting by Center Attorney

Recommended Action:

For Information Only

Agenda Item: Approve May 2011 Financial Statements	Board Meeting Date					
Committee: Business	July 28, 2011					
Background Information:						
None						
Supporting Documentation:						
May 2011 Financial Statements						
Recommended Action:						
Approve May 2011 Financial Statements						

May 2011 Financial Summary

Revenues for May 2011 were \$1,973,243 and operating expenses were \$1,727,565 resulting in a gain in operations of \$245,678. Capital Expenditures and Extraordinary Expenses for May were \$42,069 resulting in a gain of \$203,609. Total revenues were 96.92% of the monthly budgeted revenues and total expenses were 90.57% of the monthly budgeted expenses.

Year to date revenues are \$18,909,842 and operating expenses are \$16,605,931 leaving excess operating revenues of \$2,303,911. YTD Capital Expenditures and Extraordinary Expenses are \$1,861,562 resulting in a gain YTD of \$442,349. Total revenues are 100.16% of the YTD budgeted revenues and total expenses are 96.34% of the YTD budgeted expenses.

REVENUES

YTD Revenue items that are below the budget by more than \$10,000:

Revenue Source	YTD	YTD Budget	% of	\$
	Revenue		Budget	Variance
Rehab – Title XIX	1,204,158	1,245,579	96.67%	41,421
DSHS – SA Treatment Youth Svs	13,826	43,709	31.63%	29,883
DSHS - SA Prevention	76,244	92,712	82.24%	16,468

<u>Rehab – Title XIX</u> – This line item has been trending lower over the past few months. There have been numerous vacancies in Rehab positions that have been difficult to fill. We continue to try and recruit for these positions in various ways and have not been successful in hiring for all vacancies. We will continue to monitor this line and will adjust during the final budget revision for this fiscal year.

<u>DSHS – Substance Abuse Treatment for Youth Services</u> – This program is new this fiscal year. We are still making adjustments to this program and anticipate that the DSHS revenue will increase as the program continues to grow.

<u>DSHS – Substance Abuse Prevention</u> – This is a cost reimbursement program. We have been understaffed in this program and have recently hired a new employee so revenue should increase. This line will be adjusted in the end of year budget revision.

EXPENSES

YTD Individual line expense items that exceed the YTD budget by more than \$10,000:

Revenue Source	YTD	YTD	% of	\$
	Expenses	Budget	Budget	Variance
Contract Hosp - Child	65,250	49,000	133.16%	16,250

<u>Contract Hosp – Child</u> – The number of children admitted to contract hospitals is higher than budgeted so far this fiscal year. This line may need to be adjusted at the end of year budget revision.

TRI-COUNTY SERVICES CONSOLIDATED BALANCE SHEET As of May 31, 2011

	TOTALS COMBINED FUNDS May 2011	TOTALS COMBINED FUNDS April 2011	Increase (Decrease)
ASSETS	_		
CURRENT ASSETS			
Imprest Cash Funds	4,025	4,025	-
Cash on Deposit-General Fund	7,722,761	7,186,324	536,437
Cash on Deposit-Debt Fund	323,139	323,139	-
Accounts Receivable	989,441	901,293	88,147
Inventory	33,546	33,308	237
TOTAL CURRENT ASSETS	9,072,912	8,448,091	624,821
FIXED ASSETS	5,050,968	5,050,968	-
OTHER ASSETS	54,818	67,127	(12,309)
AMOUNT TO BE PROVIDED FOR THE			
RETIREMENT OF LONG TERM DEBT	1,720,257	1,720,257	
TOTAL ASSETS	15,898,954	15,286,442	612,512
LIABILITIES, DEFERRED REVENUE, FUND BALANCES	_		
CURRENT LIABILITIES	1,083,717	1,044,368	39,349
NOTES PAYABLE	407,690	407,690	-
DEFERRED REVENUE	2,173,289	1,809,902	363,387
LONG-TERM LIABILITIES FOR	<u> </u>		
Capital Leases-Equipment	82,567	82,567	-
Bond Series 1995		-	-
Bond Series 2004	1,230,000	1,230,000	-
EXCESS(DEFICIENCY) OF REVENUES OVER EXPENSES FOR			
General Fund	<u> </u>	291,709	203,609
Debt Service Fund	(169,554)	(169,554)	-
FUND EQUITY	_		
Reserved for Fixed Assets	5,050,968	5,050,968	-
Reserved for Worker Comp	274,409	274,409	-
Reserved for Debt Retirement	1,230,000	1,230,000	-
Reserved for Debt Service	492,693	492,693	-
Reserved for Board Policy Requirements	879,405	879,405	-
Reserved for Equipment Reserve	354,290	354,290	- - · - ·
Reserved for Current Year Budgeted Reserve	55,499	49,332	6,167
Reserved for Inventory Reserve	32,973	32,973	-
Reserved for Operations and Programs	2,000,000	2,000,000	-
Unrestricted and Undesignated	225,690	225,690	
TOTAL LIABILITIES/FUND BALANCE	15,898,954	15,286,442	612,513

TRI-COUNTY SERVICES CONSOLIDATED BALANCE SHEET As of May 31, 2011

TOTALS

				тот	ALS
	General Operating Funds	Debt Service Funds	General Fixed Assets	Memoran May 2011	dum Only August 2010
ASSETS					Final
CURRENT ASSETS Imprest Cash Funds Cash on Deposit-General Fund Cash on Deposit-Debt Fund Accounts Receivable Inventory TOTAL CURRENT ASSETS	4,025 7,722,761 989,441 33,546 8,749,772	323,139		4,025 7,722,761 323,139 989,441 33,546 9,072,912	2,975 4,887,535 558,805 1,534,673 32,515 7,057,981
FIXED ASSETS			5,050,968	5,050,968	5,050,968
OTHER ASSETS	54,818			54,818	44,819
AMOUNT TO BE PROVIDED FOR THE RETIREMENT OF LONG TERM DEBT TOTAL ASSETS	8,804,590	1,720,257 2,043,397	5,050,968	1,720,257 15,898,955	2,125,257 14,102,677
LIABILITIES, DEFERRED REVENUE, FUND BA	LANCES				
CURRENT LIABILITIES	1,083,717			1,083,717	1,569,628
NOTES PAYABLE		407,690		407,690	407,690
DEFERRED REVENUE	2,173,289			2,173,289	(35,546)
LONG-TERM LIABILITIES FOR					
Capitol Leases	-	82,567		82,567	82,567
Bond Series 1995	-	-		4 000 000	4 005 000
Bond Series 2004		1,230,000		1,230,000	1,635,000
EXCESS(DEFICIENCY) OF REVENUES OVER EXPENSES FOR					
General Fund	495,318			495,318	52,969
Debt Service Fund	-	(169,554)		(169,554)	(15,188)
FUND EQUITY					
Reserved for Fixed Assets	-		5,050,968	5,050,968	5,050,968
Reserved for Worker's Compensation	274,409			274,409	274,409
Reserved for Debt Retirement	1,230,000	400.000		1,230,000	-
Reserved for Debt Service	070 405	492,693		492,693	573,993
Reserved for Board Policy Requirements Reserved for Equipment Reserve	879,405 354,290			879,405 354,290	2,109,405 354,290
Reserved for Current Year Budgeted Reserve	354,290 55,499			55,499	334,∠9U -
Reserved for Inventory Reserve	32,973			32,973	32,973
Reserved for Operations and Programs	2,000,000			2,000,000	2,000,000
Unrestricted and Undesignated	225,690			225,690	144,390
TOTAL LIABILITIES/FUND BALANCE	8,804,590	2,043,397	5,050,968	15,898,954	14,102,677

TRI-COUNTY SERVICES Revenue and Expense Summary For the Month Ended May 2011 and YTD as of May 2011

INCOME:	MONTH OF May 2011	YTD May 2011
Local Revenue Sources	107,228	2,521,252
Earned Income	817,891	7,507,733
General Revenue-Contract	1,048,124	8,880,857
TOTAL INCOME	1,973,243	18,909,842
EXPENSES:		
Salaries	905,775	8,792,858
Employee Benefits	187,703	1,839,439
Medication Expense	18,924	305,945
Travel-Board/Staff	34,429	279,009
Building Rent/Maintenance	22,892	175,974
Consultants/Contracts	384,711	3,510,158
Other Operating Expenses	173,131	1,702,549
TOTAL EXPENSES	1,727,565	16,605,931
Excess(Deficiency) of Revenues over Expenses before Capital Expenditures	245,678	2,303,911
CAPITAL EXPENDITURES		
Capital Outlay-FF&E, Automobiles, Building	3,956	1,517,663
Capital Outlay-Debt Service Bonds	38,113	343,899
TOTAL CAPITAL EXPENDITURES	42,069	1,861,562
GRAND TOTAL EXPENDITURES	1,769,634	18,467,493
Evene (Deficiones) of Devenues and Evene	202 202	440.040
Excess (Deficiency) of Revenues and Expenses	203,609	442,349

TRI-COUNTY SERVICES Revenue and Expense Summary Compared to Budgeted Year to Date as of May 2011

	YTD May 2011	APPROVED BUDGET	Increase (Decrease)
INCOME:			
Local Revenue Sources	2,521,252	2,451,849	69,403
Earned Income	7,507,733	7,541,522	(33,789)
General Revenue-Contract	8,880,857	8,886,423	(5,566)
TOTAL INCOME	18,909,842	18,879,794	30,048
EXPENSES:			
Salaries	8,792,858	8,908,712	(115,854)
Employee Benefits	1,839,439	1,984,313	(144,874)
Medication Expense	305,945	411,798	(105,853)
Travel-Board/Staff	279,009	320,206	(41,197)
Building Rent/Maintenance	175,974	173,574	2,400
Consultants/Contracts	3,510,158	3,587,760	(77,602)
Other Operating Expenses	1,702,549	1,832,062	(129,513)
TOTAL EXPENSES	16,605,931	17,218,425	(612,494)
Excess(Deficiency) of Revenues over Expenses before Capital Expenditures	2,303,911	1,661,369	642,542
CAPITAL EXPENDITURES			
Capital Outlay-FF&E, Automobiles	1,517,663	1,606,405	(88,742)
Capital Outlay-Debt Service Bonds	343,899	343,491	408
TOTAL CAPITAL EXPENDITURES	1,861,562	1,949,896	(88,334)
GRAND TOTAL EXPENDITURES	18,467,493	19,168,321	(700,828)
Execus (Deficiency) of Payanuas and Expenses	442,349	(200 527)	730,876
Excess (Deficiency) of Revenues and Expenses	442,349	(288,527)	730,676
Debt Service and Fixed Asset Fund:	242.002	242.404	400
Bond Payments Receipts	343,899	343,491	408
Bond Payments Disbursements		-	-
Interest Income Excess(Deficiency) of revenues over Expenses	343,899	343,491	408

TRI-COUNTY SERVICES Revenue and Expense Summary Compared to Budget For the Month Ended May 2011

INCOME:	MONTH OF May 2011	APPROVED BUDGET	Increase (Decrease)
Local Revenue Sources	107,228	106,561	667
Earned Income	817,891	866,782	(48,891)
General Revenue-Contract	1,048,124	1,062,702	(14,578)
TOTAL INCOME	1,973,243	2,036,045	(62,802)
EXPENSES:			
Salaries	905,775	979,949	(74,174)
Employee Benefits	187,703	225,223	(37,520)
Medication Expense	18,924	50,881	(31,957)
Travel-Board/Staff	34,429	38,873	(4,444)
Building Rent/Maintenance	22,892	17,225	5,667
Consultants/Contracts	384,711	386,305	(1,594)
Other Operating Expenses	173,131	204,447	(31,316)
TOTAL EXPENSES	1,727,565	1,902,903	(175,338)
Excess(Deficiency) of Revenues over Expenses before Capital Expenditures CAPITAL EXPENDITURES Capital Outlay-FF&E, Automobiles Capital Outlay-Debt Service Bonds	3,956 38,113	12,785 38,170	(8,829)
TOTAL CAPITAL EXPENDITURES	42,069	50,955	(57) (8,886)
GRAND TOTAL EXPENDITURES	1,769,634	1,953,858	(184,224)
Excess (Deficiency) of Revenues and Expenses	203,609	82,187	121,422
Debt Service and Fixed Asset Fund: Bond Payments Receipts Bond Payments Disbursements Interest Income	38,113	38,170 -	(57)
Excess(Deficiency) of revenues over Expenses	38,113	38,170	(57)

TRI-COUNTY SERVICES Revenue and Expense Summary With May 2010 Comparative Data Year to Date as of May 2011

INCOME:	YTD May 2011	YTD May 2010	Increase (Decrease)	
Local Revenue Sources	2,521,252	1,078,738	1,442,514	
Earned Income	7,507,733	6,967,183	540,550	
General Revenue-Contract	8,880,857	8,926,588	(45,731)	
TOTAL INCOME	18,909,842	16,972,509	1,937,333	
EXPENSES:				
Salaries	8,792,858	8,249,679	543,179	
Employee Benefits	1,839,439	1,735,328	104,111	
Medication Expense	305,945	506,406	(200,461)	
Travel-Board/Staff	279,009	266,239	12,770	
Building Rent/Maintenance	175,974	218,895	(42,921)	
Consultants/Contracts	3,510,158	3,415,906	94,252	
Other Operating Expenses	1,702,549	1,635,844	66,705	
TOTAL EXPENSES	16,605,931	16,028,297	577,634	
Excess(Deficiency) of Revenues over Expenses before Capital Expenditures CAPITAL EXPENDITURES Capital Outlay-FF&E, Automobiles	2,303,911 1,517,663	944,212 130,900	1,359,699 1,386,763	
Capital Outlay-Debt Service Bonds	343,899	405,492	(61,593)	
TOTAL CAPITAL EXPENDITURES	1,861,562	536,392	1,325,170	
GRAND TOTAL EXPENDITURES	18,467,493	16,564,689	1,902,804	
Excess (Deficiency) of Revenues and Expenses	442,349	407,820	34,529	
Debt Service and Fixed Asset Fund:				
Bond Payments Receipts	343,899	405,492	(61,593)	
Bond Payments Disbursements			-	
Interest Income Excess(Deficiency) of revenues over Expenses	343,899	405,492	(61,593)	
, , , , , , , , , , , , , , , , , , , ,			(31,333)	

TRI-COUNTY SERVICES Revenue and Expense Summary With May 2010 Comparative Data For the Month May 2011

INCOME:	MONTH OF May 2011	MONTH OF May 2010	Increase (Decrease)
Local Revenue Sources	107,228	103,656	3,572
Earned Income	817,891	754,087	63,804
General Revenue-Contract	1,048,124	1,020,584	27,540
TOTAL INCOME	1,973,243	1,878,327	94,916
EXPENSES:			
Salaries	905,775	902,822	2,953
Employee Benefits	187,703	188,659	(956)
Medication Expense	18,924	37,916	(18,992)
Travel-Board/Staff	34,429	31,755	2,674
Building Rent/Maintenance	22,892	19,919	2,973
Consultants/Contracts	384,711	415,849	(31,138)
Other Operating Expenses	173,131	195,155	(22,024)
TOTAL EXPENSES	1,727,565	1,792,075	(64,510)
Excess(Deficiency) of Revenues over			
Expenses before Capital Expenditures	245,678	86,252	159,426
CAPITAL EXPENDITURES			
Capital Outlay-FF&E, Automobiles	3,956	15,401	(11,445)
Capital Outlay-Debt Service Bonds	38,113	45,160	(7,047)
TOTAL CAPITAL EXPENDITURES	42,069	60,561	(18,492)
GRAND TOTAL EXPENDITURES	1,769,634	1,852,636	(83,002)
Excess (Deficiency) of Revenues and Expenses	203,609	25,689	177,918
Debt Service and Fixed Asset Fund: Bond Payments Receipts Bond Payments Disbursements Interest Income	38,113	45,160	(7,047) -
Excess(Deficiency) of revenues over Expenses	38,113	45,160	(7,047)

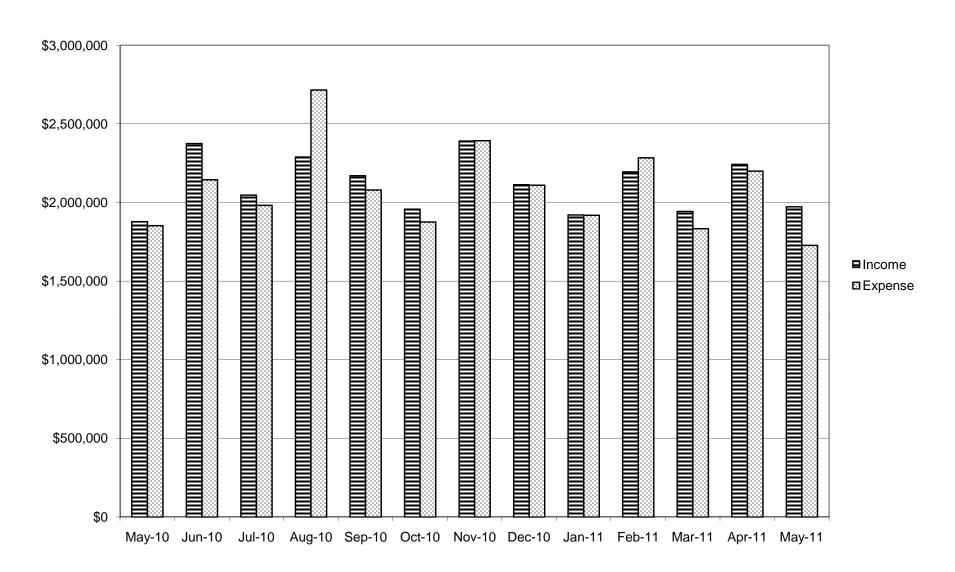
TRI-COUNTY SERVICES Revenue and Expense Summary With April 2011 Comparative Data As of May 2011

INCOME:	MONTH OF May 2011	MONTH OF April 2011	Increase (Decrease)
Local Revenue Sources	107,228	368,963	(261,735)
Earned Income	817,891	823,877	(5,987)
General Revenue-Contract	1,048,124	1,049,845	(1,721)
TOTAL INCOME	1,973,243	2,242,686	(269,443)
EXPENSES:			
Salaries	905,775	1,033,374	(127,599)
Employee Benefits	187,703	203,527	(15,824)
Medication Expense	18,924	31,375	(12,451)
Travel-Board/Staff	34,429	29,673	4,756
Building Rent/Maintenance	22,892	17,686	5,206
Consultants/Contracts	384,711	374,404	10,307
Other Operating Expenses	173,131	216,191	(43,060)
TOTAL EXPENSES	1,727,565	1,906,230	(178,664)
Excess(Deficiency) of Revenues over Expenses before Capital Expenditures	245,678	336,456	(90,778)
CAPITAL EXPENDITURES			
Capital Outlay-FF&E, Automobiles	3,956	255,301	(251,345)
Capital Outlay-Debt Service Bonds	38,113	38,113	
TOTAL CAPITAL EXPENDITURES	42,069	293,413	(251,345)
GRAND TOTAL EXPENDITURES	1,769,634	2,199,643	(430,009)
Excess (Deficiency) of Revenues and Expenses	203,609	43,043	160,566
Debt Service and Fixed Asset Fund:			
Bond Payments Receipts Bond Payments Disbursements	38,113	38,113	-
Interest Income			
Excess(Deficiency) of revenues over Expenses	38,113	38,113	-

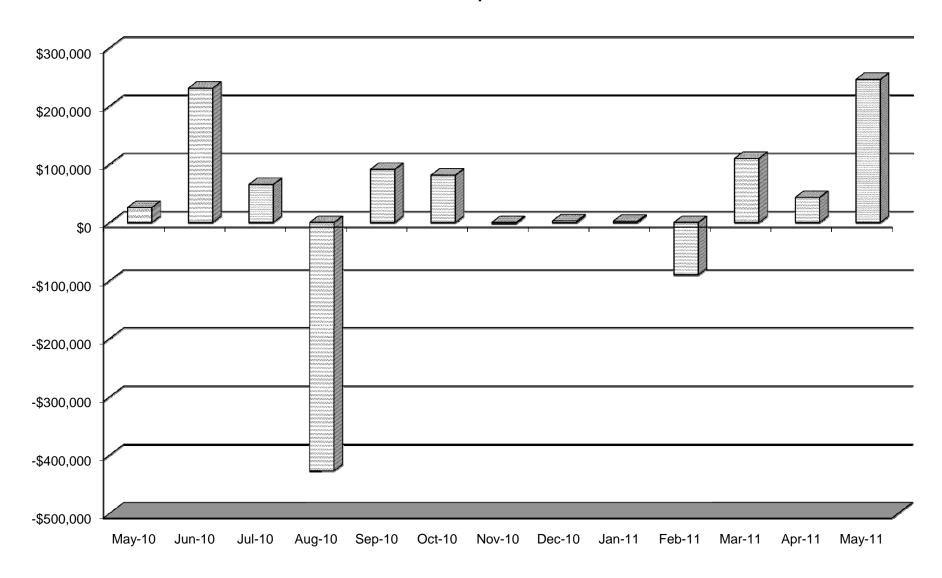
TRI-COUNTY SERVICES Revenue and Expense Summary by Service Type Compared to Budget As of YTD Ended May 31, 2011

INCOME:	YTD Mental Health May 2011	YTD IDD May 2011	YTD Other Services May 2011	YTD Agency Total May 2011	YTD Approved Budget May 2011	Increase (Decrease)
Local Revenue Sources	2,510,854	(118,940)	129,339	2,521,252	2,451,849	69,403
Earned Income	2,201,463	4,389,276	916,995	7,507,733	7,541,522	(33,789)
General Revenue-Contract	7,524,138	1,356,718	<u> </u>	8,880,857	8,886,423	(5,566)
TOTAL INCOME	12,236,455	5,627,054	1,046,334	18,909,842	18,879,794	30,048
EXPENSES:						
Salaries	6,466,826	1,738,015	588,016	8,792,858	8,908,712	(115,854)
Employee Benefits	1,305,247	415,328	118,863	1,839,439	1,984,313	(144,874)
Medication Expense	296,415	-	9,529	305,945	411,798	(105,853)
Travel-Board/Staff	178,134	68,127	32,749	279,009	320,206	(41,197)
Building Rent/Maintenance	115,578	60,182	213	175,974	173,574	2,400
Consultants/Contracts	674,559	2,778,403	57,196	3,510,158	3,587,760	(77,602)
Other Operating Expenses	1,082,219	421,404	198,926	1,702,549	1,832,062	(129,513)
TOTAL EXPENSES	10,118,978	5,481,459	1,005,492	16,605,933	17,218,425	(612,493)
Excess(Deficiency) of Revenues over Expenses before Capital Expenditures CAPITAL EXPENDITURES	2,117,477	145,595	40,842	2,303,908	1,661,369	642,541
Capital Outlay-FF&E, Automobiles	1,515,514	1,005	1,144	1,517,663	1,606,405	(88,742)
Capital Outlay-Debt Service Bonds	234,078	86,285	23,536	343,899	343,491	408
TOTAL CAPITAL EXPENDITURES	1,749,592	87,290	24,680	1,861,562	1,949,896	(88,334)
GRAND TOTAL EXPENDITURES	11,868,570	5,568,749	1,030,172	18,467,495	19,168,321	(700,827)
Excess (Deficiency) of Revenues and Expenses	367,885	58,305	16,162	442,349	(288,527)	730,875
Debt Service and Fixed Asset Fund: Bond Payments Receipts Bond Payments Disbursements Interest Income	234,078	86,285 - -	23,536 - -	343,899 - -	343,491 - -	(109,413) - -
Excess(Deficiency) of revenues over Expenses	234,078	86,285	23,536	343,899	343,491	(109,413)

TRI-COUNTY SERVICES Income and Expense



TRI-COUNTY SERVICES Income after Expenses



Agenda Item: Approve June 2011 Financial Statements	Board Meeting Date				
Committee: Business	July 28, 2011				
Background Information:					
None					
Supporting Documentation:					
June 2011 Financial Statements					
Recommended Action:					
Approve June 2011 Financial Statements					

June 2011 Financial Summary

Revenues for June 2011 were \$2,084,174 and operating expenses were \$1,959,858 resulting in a gain in operations of \$124,316. Capital Expenditures and Extraordinary Expenses for June were \$41,321 resulting in a gain of \$82,995. Total revenues were 100.99% of the monthly budgeted revenues and total expenses were 102.80% of the monthly budgeted expenses.

Year to date revenues are \$20,994,015 and operating expenses are \$18,565,788 leaving excess operating revenues of \$2,428,227. YTD Capital Expenditures and Extraordinary Expenses are \$1,902,883 resulting in a gain YTD of \$525,344. Total revenues are 100.24% of the YTD budgeted revenues and total expenses are 96.94% of the YTD budgeted expenses.

REVENUES

YTD Revenue items that are below the budget by more than \$10,000:

Revenue Source	YTD	YTD Budget	% of	\$
	Revenue		Budget	Variance
Rehab – Title XIX	1,342,702	1,395,533	96.21%	52,831
DSHS – SA Treatment Youth Svs	15,181	56,566	26.84%	41,385
DSHS SA Prevention	82,289	105,680	77.87%	23,391

<u>Rehab – Title XIX</u> - This line item continues to trend lower. There have been numerous vacancies in Rehab positions that have been difficult to fill. We continue to recruit for these positions in various ways and have not been successful in hiring for all vacancies. We will continue to monitor this line and will adjust during the final budget revision for this fiscal year.

<u>DSHS – Substance Abuse Treatment for Youth Services</u> – This program is new this fiscal year. We are still making adjustments to this program and anticipate that the DSHS revenue will increase as the program continues to grow.

<u>DSHS – Substance Abuse Prevention</u> – This is a cost reimbursement program. We have been understaffed in this program and have recently hired a new employee so revenue should increase. This line will be adjusted in the end of year budget revision.

EXPENSES

YTD Individual line expense items that exceed the YTD budget by more than \$10,000:

Revenue Source	YTD YTD		% of	\$
	Expenses	Budget	Budget	Variance
Building Repairs & Maintenance	227,396	169,049	134.51%	58,347
Contract Empowerment Options	2,217,369	2,199,968	100.79%	17,401
Contract Hosp – Adult	188,850	171,725	109.97%	17,125
Contract Hosp – Child	69,925	49,000	142.70%	20,925

<u>Building Repairs & Maintenance</u> – This line item is over budget mainly due construction costs for Truman Street renovations. The project cost came in higher than initially planned mainly due to City of Cleveland requirements for the facility.

<u>Contract Empowerment Options</u> – This line items shows expenses are higher than budgeted amounts however, we are billing higher amounts of revenue that offset this overage.

<u>Contract Hosp – Adult</u> - This line item is over budget for the month mainly due to an increase of the number of adults admitted to contract hospitals during the initial start up phase of the Crisis Stabilization unit (CSU). We anticipate that we should see these admissions decrease once we are fully operational.

<u>Contract Hosp - Child</u> - The number of children admitted to contract hospitals is higher than budgeted so far this fiscal year. This line may need to be adjusted at the end of year budget revision.

TRI-COUNTY SERVICES CONSOLIDATED BALANCE SHEET As of June 30, 2011

	TOTALS COMBINED FUNDS June 2011	TOTALS COMBINED FUNDS May 2011	Increase (Decrease)
ASSETS			
CURRENT ASSETS			
Imprest Cash Funds	4,025	4,025	-
Cash on Deposit-General Fund	7,223,140	7,722,761	(499,621)
Cash on Deposit-Debt Fund	323,139	323,139	(0)
Accounts Receivable Inventory	403,306	989,441	(586,135)
TOTAL CURRENT ASSETS	33,500 7,987,110	33,546 9,072,912	(46) (1,085,801)
TOTAL CURRENT ASSETS	7,907,110	9,072,912	(1,065,601)
FIXED ASSETS	5,050,968	5,050,968	-
OTHER ASSETS	74,467	54,818	19,649
AMOUNT TO BE PROVIDED FOR THE			
RETIREMENT OF LONG TERM DEBT	1,720,257	1,720,257	- (4.000.450)
TOTAL ASSETS	14,832,801	15,898,954	(1,066,153)
LIABILITIES, DEFERRED REVENUE, FUND BALANCES			
CURRENT LIABILITIES	1,050,161	1,083,717	(33,556)
NOTES PAYABLE	407,690	407,690	-
DEFERRED REVENUE	1,051,531	2,173,289	(1,121,758)
LONG-TERM LIABILITIES FOR			
Capital Leases-Equipment	82,567	82,567	-
Bond Series 1995	-	4 000 000	-
Bond Series 2004	1,230,000	1,230,000	-
EXCESS(DEFICIENCY) OF REVENUES OVER EXPENSES FOR			
General Fund	578,313	495,318	82,995
Debt Service Fund	(169,554)	(169,554)	-
FUND EQUITY			
Reserved for Fixed Assets	5,050,968	5,050,968	-
Reserved for Worker Comp	274,409	274,409	-
Reserved for Debt Retirement	1,230,000	1,230,000	-
Reserved for Debt Service	492,693	492,693	-
Reserved for Board Policy Requirements	879,405	879,405	-
Reserved for Equipment Reserve	354,290	354,290	- 0.407
Reserved for Current Year Budgeted Reserve	61,666	55,499	6,167
Reserved for Inventory Reserve Reserved for Operations and Programs	32,973 2,000,000	32,973 2,000,000	-
Unrestricted and Undesignated	225,690	225,690	<u>-</u>
TOTAL LIABILITIES/FUND BALANCE	14,832,801	15,898,954	(1,066,152)
	,,	, ; :	(1,000,100)

TRI-COUNTY SERVICES CONSOLIDATED BALANCE SHEET As of June 30, 2011

TOTALS

				101	ALS
	General Operating Funds	Debt Service Funds	General Fixed Assets	Memoran June 2011	dum Only August 2010
				Julie 2011	Final
ASSETS					Finai
CURRENT ASSETS					
Imprest Cash Funds	4,025			4,025	2,975
Cash on Deposit-General Fund	7,223,140			7,223,140	4,887,535
Cash on Deposit-Debt Fund		323,139		323,139	558,805
Accounts Receivable	403,306			403,306	1,534,673
Inventory	33,500			33,500	32,515
TOTAL CURRENT ASSETS	7,663,971	323,139	-	7,987,110	7,057,981
FIXED ASSETS			5,050,968	5,050,968	5,050,968
OTHER ASSETS	74,467			74,467	44,819
AMOUNT TO BE PROVIDED FOR THE					
RETIREMENT OF LONG TERM DEBT		1,720,257		1,720,257	2,125,257
TOTAL ASSETS	7,738,438	2,043,397	5,050,968	14,832,802	14,102,677
LIABILITIES, DEFERRED REVENUE, FUND BAI	ANCES				
CURRENT LIABILITIES	1,050,161			1,050,161	1,569,628
NOTES PAYABLE		407,690		407,690	407,690
DEFERRED REVENUE	1,051,531			1,051,531	(35,546)
LONG-TERM LIABILITIES FOR					
Capitol Leases	-	82,567		82,567	82,567
Bond Series 1995	-			-	
Bond Series 2004		1,230,000		1,230,000	1,635,000
EXCESS(DEFICIENCY) OF REVENUES OVER EXPENSES FOR					
General Fund	578,313			578,313	52,969
Debt Service Fund	-	(169,554)		(169,554)	(15,188)
FUND EQUITY					
Reserved for Fixed Assets	-		5,050,968	5,050,968	5,050,968
Reserved for Worker's Compensation	274,409			274,409	274,409
Reserved for Debt Retirement	1,230,000	400.000		1,230,000	-
Reserved for Debt Service	070 405	492,693		492,693	573,993
Reserved for Board Policy Requirements	879,405			879,405	2,109,405
Reserved for Equipment Reserve Reserved for Current Year Budgeted Reserve	354,290 61,666			354,290 61,666	354,290
Reserved for Inventory Reserve	32,973			32,973	32,973
Reserved for Operations and Programs	2,000,000			2,000,000	2,000,000
Unrestricted and Undesignated	225,690			225,690	144,390
TOTAL LIABILITIES/FUND BALANCE	7,738,438	2,043,397	5,050,968	14,832,801	14,102,677

TRI-COUNTY SERVICES Revenue and Expense Summary For the Month Ended June 2011 and YTD as ofJune 2011

INCOME:	MONTH OF June 2011	YTD June 2011
Local Revenue Sources	107,532	2,628,784
Earned Income	904,210	8,411,943
General Revenue-Contract	1,072,431	9,953,288
TOTAL INCOME	2,084,174	20,994,015
EXPENSES:		
Salaries	985,124	9,777,981
Employee Benefits	199,409	2,038,848
Medication Expense	31,349	337,294
Travel-Board/Staff	34,813	313,822
Building Rent/Maintenance	74,719	250,693
Consultants/Contracts	438,262	3,948,419
Other Operating Expenses	196,182	1,898,731
TOTAL EXPENSES	1,959,858	18,565,788
Excess(Deficiency) of Revenues over Expenses before Capital Expenditures	124,316	2,428,227
CAPITAL EXPENDITURES		
Capital Outlay-FF&E, Automobiles, Building	3,208	1,520,871
Capital Outlay-Debt Service Bonds	38,113	382,012
TOTAL CAPITAL EXPENDITURES	41,321	1,902,883
GRAND TOTAL EXPENDITURES	2,001,179	20,468,671
Excess (Deficiency) of Revenues and Expenses	82,995	525,344

TRI-COUNTY SERVICES Revenue and Expense Summary Compared to Budgeted Year to Date as of June 2011

	YTD June 2011	APPROVED BUDGET	Increase (Decrease)
INCOME:			
Local Revenue Sources	2,628,784	2,556,606	72,178
Earned Income	8,411,943	8,424,304	(12,361)
General Revenue-Contract	9,953,288	9,962,625	(9,337)
TOTAL INCOME	20,994,015	20,943,535	50,480
EXPENSES:			
Salaries	9,777,981	9,889,662	(111,681)
Employee Benefits	2,038,848	2,209,511	(170,663)
Medication Expense	337,294	462,679	(125,385)
Travel-Board/Staff	313,822	359,079	(45,257)
Building Rent/Maintenance	250,693	189,799	60,894
Consultants/Contracts	3,948,419	3,984,065	(35,646)
Other Operating Expenses	1,898,731	2,021,140	(122,409)
TOTAL EXPENSES	18,565,788	19,115,935	(550,147)
Excess(Deficiency) of Revenues over Expenses before Capital Expenditures	2,428,227	1,827,600	600,627
CAPITAL EXPENDITURES			
Capital Outlay-FF&E, Automobiles	1,520,871	1,617,344	(96,473)
Capital Outlay-Debt Service Bonds	382,012	381,661	351
TOTAL CAPITAL EXPENDITURES	1,902,883	1,999,005	(96,122)
GRAND TOTAL EXPENDITURES	20,468,671	21,114,940	(646,269)
Excess (Deficiency) of Revenues and Expenses	525,344	(171,405)	696,749
			
Dalit Samiles and Fixed Acces From to			
Debt Service and Fixed Asset Fund: Bond Payments Receipts Bond Payments Disbursements	382,012	381,661 -	351
Interest Income			
Excess(Deficiency) of revenues over Expenses	382,012	381,661	351

TRI-COUNTY SERVICES Revenue and Expense Summary Compared to Budget For the Month Ended June 2011

INCOME:	MONTH OF June 2011	APPROVED BUDGET	Increase (Decrease)
Local Revenue Sources	107,532	104,757	2,775
Earned Income	904,210	882,782	21,428
General Revenue-Contract	1,072,431	1,076,202	(3,771)
TOTAL INCOME	2,084,174	2,063,741	20,433
EXPENSES:			
Salaries	985,124	980,950	4,174
Employee Benefits	199,409	225,198	(25,789)
Medication Expense	31,349	50,881	(19,532)
Travel-Board/Staff	34,813	38,873	(4,060)
Building Rent/Maintenance	74,719	16,225	58,494
Consultants/Contracts	438,262	396,305	41,957
Other Operating Expenses	196,182	189,078	7,104
TOTAL EXPENSES	1,959,858	1,897,510	62,348
Excess(Deficiency) of Revenues over			
Expenses before Capital Expenditures	124,316	166,231	(41,915)
CAPITAL EXPENDITURES			
Capital Outlay-FF&E, Automobiles	3,208	10,939	(7,731)
Capital Outlay-Debt Service Bonds	38,113	38,170	(57)
TOTAL CAPITAL EXPENDITURES	41,321	49,109	(7,788)
GRAND TOTAL EXPENDITURES	2,001,179	1,946,619	54,560
Excess (Deficiency) of Revenues and Expenses	82,995	117,122	(34,127)
Debt Service and Fixed Asset Fund:			
Bond Payments Receipts	38,113	38,170	(57)
Bond Payments Disbursements Interest Income		-	-
Excess(Deficiency) of revenues over Expenses	38,113	38,170	(57)

TRI-COUNTY SERVICES Revenue and Expense Summary With June 2010 Comparative Data Year to Date as of June 2011

INCOME:	YTD June 2011	YTD June 2010	Increase (Decrease)
Local Revenue Sources	2,628,784	1,442,418	1,186,366
Earned Income	8,411,943	7,817,882	594,061
General Revenue-Contract	9,953,288	10,090,598	(137,310)
TOTAL INCOME	20,994,015	19,350,898	1,643,117
EXPENSES:			
Salaries	9,777,981	9,215,446	562,535
Employee Benefits	2,038,848	1,930,577	108,271
Medication Expense	337,294	544,778	(207,484)
Travel-Board/Staff	313,822	299,266	14,556
Building Rent/Maintenance	250,693	234,866	15,827
Consultants/Contracts	3,948,419	3,817,265	131,154
Other Operating Expenses	1,898,731	1,829,663	69,068
TOTAL EXPENSES	18,565,788	17,871,861	693,927
CAPITAL EXPENDITURES Capital Outlay-FF&E, Automobiles Capital Outlay-Debt Service Bonds	2,428,227 1,520,871 382,012	1,479,037 386,919 450,652	949,190 1,133,952 (68,640)
TOTAL CAPITAL EXPENDITURES	1,902,883	837,571	1,065,312
GRAND TOTAL EXPENDITURES	20,468,671	18,709,432	1,759,239
Excess (Deficiency) of Revenues and Expenses	525,344	641,466	(116,122)
Debt Service and Fixed Asset Fund: Bond Payments Receipts Bond Payments Disbursements Interest Income	382,012	450,652	(68,640) - -
Excess(Deficiency) of revenues over Expenses	382,012	450,652	(68,640)

TRI-COUNTY SERVICES Revenue and Expense Summary With June 2010 Comparative Data For the Month June 2011

MONTH OF June 2011	MONTH OF June 2010	Increase (Decrease)
107.532	360.517	(252,985)
904,210	850,699	53,511
The state of the s	-	(91,579)
2,084,174	2,375,226	(291,053)
985,124	965,766	19,358
199,409	195,248	4,161
31,349	38,372	(7,023)
34,813	33,027	1,786
74,719	15,972	58,747
438,262	401,359	36,903
		2,363
1,959,858	1,843,563	116,295
124,316	531,663	(407,347)
2 200	256.010	(252,811)
•	·	
41,321	301,179	(7,047) (259,858)
2,001,179	2,144,742	(143,563)
82,995	230,482	(147,489)
		(7.047)
38.113	45.160	(7.0471)
38,113	45,160	(7,047) -
_	June 2011 107,532 904,210 1,072,431 2,084,174 985,124 199,409 31,349 34,813 74,719 438,262 196,182 1,959,858 124,316 3,208 38,113 41,321 2,001,179	June 2011 June 2010 107,532 360,517 904,210 850,699 1,072,431 1,164,010 2,084,174 2,375,226 985,124 965,766 199,409 195,248 31,349 38,372 34,813 33,027 74,719 15,972 438,262 401,359 196,182 193,819 1,959,858 1,843,563 124,316 531,663 3,208 256,019 38,113 45,160 41,321 301,179 2,001,179 2,144,742

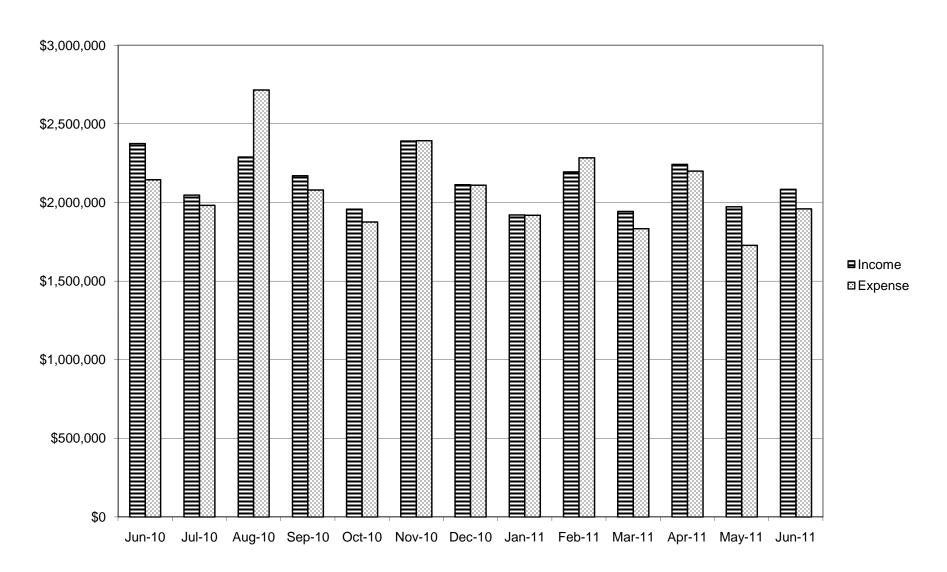
TRI-COUNTY SERVICES Revenue and Expense Summary With May 2011 Comparative Data As of June 2011

INCOME:	MONTH OF June 2011	MONTH OF May 2011	Increase (Decrease)
Local Revenue Sources	107,532	107,228	304
Earned Income	904,210	817,891	86,319
General Revenue-Contract	1,072,431	1,048,124	24,307
TOTAL INCOME	2,084,174	1,973,243	110,931
EXPENSES:			
Salaries	985,124	905,775	79,348
Employee Benefits	199,409	187,703	11,706
Medication Expense	31,349	18,924	12,425
Travel-Board/Staff	34,813	34,429	384
Building Rent/Maintenance	74,719	22,892	51,827
Consultants/Contracts	438,262	384,711	53,551
Other Operating Expenses	196,182	173,131	23,051
TOTAL EXPENSES	1,959,858	1,727,565	232,293
Excess(Deficiency) of Revenues over Expenses before Capital Expenditures CAPITAL EXPENDITURES Capital Outlay-FF&E, Automobiles Capital Outlay-Debt Service Bonds	3,208	3,956	(121,362) (748)
TOTAL CAPITAL EXPENDITURES	38,113	38,113	(740)
GRAND TOTAL EXPENDITURES	<u>41,321</u> 2,001,179	<u>42,069</u> 1,769,634	(748) 231,545
Excess (Deficiency) of Revenues and Expenses	82,995	203,609	(120,614)
Debt Service and Fixed Asset Fund: Bond Payments Receipts Bond Payments Disbursements Interest Income	38,113	38,113	-
Excess(Deficiency) of revenues over Expenses	38,113	38,113	-

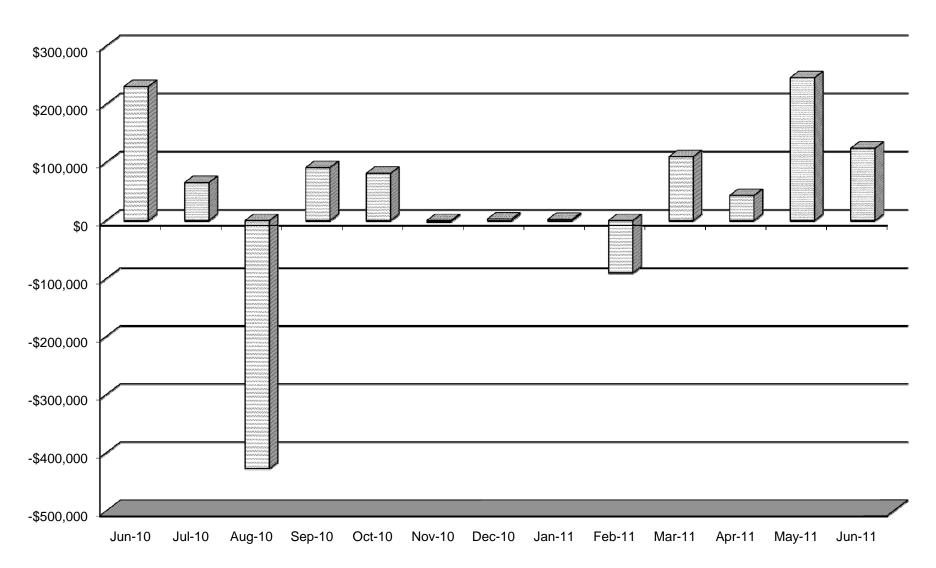
TRI-COUNTY SERVICES Revenue and Expense Summary by Service Type Compared to Budget As of YTD Ended June 30, 2011

INCOME:	YTD Mental Health June 2011	YTD IDD June 2011	YTD Other Services June 2011	YTD Agency Total June 2011	YTD Approved Budget June 2011	Increase (Decrease)
Local Revenue Sources	2,619,023	(136,992)	146,753	2,628,784	2,556,606	72,178
Earned Income	2,451,783	4,920,545	1,039,617	8,411,943	8,424,304	(12,361)
General Revenue-Contract	8,432,241	1,521,048	<u> </u>	9,953,288	9,962,625	(9,337)
TOTAL INCOME	13,503,047	6,304,601	1,186,370	20,994,015	20,943,535	50,480
EXPENSES:						
Salaries	7,193,552	1,925,170	659,259	9,777,981	9,889,662	(111,681)
Employee Benefits	1,446,836	458,844	133,168	2,038,847	2,209,511	(170,664)
Medication Expense	326,645	-	10,649	337,294	462,679	(125,385)
Travel-Board/Staff	198,787	76,785	38,250	313,822	359,079	(45,257)
Building Rent/Maintenance	178,632	71,849	213	250,693	189,799	60,894
Consultants/Contracts	761,373	3,126,107	60,939	3,948,419	3,984,065	(35,646)
Other Operating Expenses	1,202,063	475,235	221,433	1,898,731	2,021,140	(122,409)
TOTAL EXPENSES	11,307,888	6,133,990	1,123,911	18,565,788	19,115,935	(550,148)
Excess(Deficiency) of Revenues over Expenses before Capital Expenditures	2,195,159	170,611	62,459	2,428,226	1,827,600	600,628
CAPITAL EXPENDITURES						
Capital Outlay-FF&E, Automobiles	1,518,722	1,005	1,144	1,520,871	1,617,344	(96,473)
Capital Outlay-Debt Service Bonds	260,005	95,854	26,153	382,012	381,661	351
TOTAL CAPITAL EXPENDITURES	1,778,727	96,859	27,297	1,902,883	1,999,005	(96,122)
GRAND TOTAL EXPENDITURES	13,086,615	6,230,849	1,151,208	20,468,671	21,114,940	(646,270)
Excess (Deficiency) of Revenues and Expenses	416,432	73,752	35,162	525,344	(171,405)	696,750
Debt Service and Fixed Asset Fund: Bond Payments Receipts Bond Payments Disbursements Interest Income	260,005	95,854 - -	26,153 - -	382,012 - -	381,661 - -	(121,656) - -
Excess(Deficiency) of revenues over Expenses	260,005	95,854	26,153	382,012	381,661	(121,656)

TRI-COUNTY SERVICES Income and Expense



TRI-COUNTY SERVICES Income after Expenses



Agenda Item: Approve Medicaid Provider Agreement for the Provision of Mental Retardation (IDD) Service Coordination

Board Meeting Date

July 28, 2011

Committee: Business

Background Information:

As previously discussed, the Department of Aging and Disability Services (DADS) has been redesigning the IDD service coordination service delivery and Medicaid billing methodology for the last several months. That process is complete and we will begin operating under these new rules September 1, 2011. Reimbursable service coordination activities will now include face-to-face and phone contacts with consumers and collaterals; however, to be reimbursed for phone contact there must be at least one (1) face-to-face contact in that month. We can be reimbursed for one (1) face-to-face service and up to three (3) collateral contacts.

DADS distributed the new Medicaid Service Coordination contract that outlines this new delivery and reimbursement methodology that must be approved and returned by August 2, 2011. Staff are recommending that the contract be approved.

Supporting Documentation:

Medicaid Provider Agreement for the Provision of Mental Retardation (IDD) Service Coordination

Recommended Action:

Approve Medicaid Provider Agreement for the Provision of Mental Retardation (IDD) Service Coordination

Medicaid Provider Agreement For The Provision Of Mental Retardation Service Coordination

The Department of Aging and Disability Services (the "Department") or its successor and <u>TRI</u> <u>COUNTY MHMR SERVICES DBA TRI-COUNTY SERVICES</u> (the "Program Provider") (Department and Program Provider, collectively, the "parties," each a "party") hereby enter into this Medicaid Provider Agreement for the Provision of Mental Retardation Service Coordination (this "Agreement") for the consideration set forth herein.

The Department represents the Health and Human Services Commission (HHSC), the Texas Medicaid agency, for any Medicaid services provided under this Agreement. The Department, as the representative for HHSC, administers certain programs under Title XIX, including Section 1915(c); Title XX of the Social Security Act; and Title 2, Texas Human Resources Code.

The term of this Agreement begins September 1, 2011 (the Effective Date), and ends August 31, 2016, unless terminated earlier. This Agreement supersedes all prior Medicaid Provider Agreements for the Provision of Mental Retardation Service Coordination between the parties.

I.

- A. The Department is the Texas state agency responsible for operating the Case Management for the Mentally Retarded (MR Service Coordination) Program administered under Title XIX of the Social Security Act. The Department is authorized by §1915(g)(1) of the Social Security Act [42 United States Code (USC) §1396n(g)(1)] to establish limits regarding providers of case management services. Accordingly, the Department requires a provider of MR Service Coordination to be designated as a local mental retardation authority in accordance with Texas Health and Safety Code, §533.035(a), and contracting with the Department in accordance with Texas Health and Safety Code §534.054(a). The Program Provider is the local mental retardation authority.
- B. In this Agreement MR Service Coordination is referred to as "Services."

II.

The Program Provider agrees to:

A. Provide MR Service Coordination, as described in Texas Administrative Code (TAC) Title 40, Chapter 2, Subchapter L, to all persons who are determined to be eligible for MR Service Coordination in accordance with 40 TAC §2.554, and who are eligible for Medicaid, as indicated in the Client Assignment and Registration (CARE) system, on the dates of service delivery. Such persons are referred to as "Individuals" in this Agreement. Services will be provided in accordance with applicable state laws and rules, including but not limited to 40 TAC Chapter 2, Subchapter L, and applicable federal laws and

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- regulations, including but not limited to the Code of Federal Regulations (CFR) Title 42, Parts 440, 441, 455, and 456;
- B. Continue to be designated as a local mental retardation authority in accordance with Texas Health and Safety Code, §533.035(a);
- C. Upon request by the Department, execute, submit to the Department, and comply with the Department's computer security agreement;
- D. Accept the current MR Service Coordination reimbursement rate or rates as it may hereafter be amended, as payment in full for performance under this Agreement, and to make no additional charge to the Individual, any member of the Individual's family, or any other source, including a third party payor, except as allowed by federal and state laws, rules, regulations and the Medicaid State Plan. In addition, the Program Provider agrees that, in accordance with 42 CFR §433.145 and Human Resources Code §32.033, an Individual assigns to the Department his or her rights to payments and recovery from third parties;
- E. Comply with "Procedures for Program Provider Regarding Notice of Fair Hearing for Medicaid Recipients" regarding notice of fair hearing for an individual whose services have denied or terminated (attached);
- F. Submit claims for payment, including electronic claims, to the Medicaid claims administrator that contracts with the Texas Health and Human Services Commission (HHSC) to process Medicaid claims (the MCA). The Program Provider agrees to submit claims in accordance with procedures required by the MCA. The Program Provider certifies that information submitted regarding claims will be true, accurate, and complete, and that such information can be verified by source documents from which data entry is made by the Program Provider. Further, the Program Provider understands that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws. The Program Provider agrees that the procedures may be amended by DADS from time to time, and that the Program Provider will comply with the new procedures after notice of them.
- G. Allow the MCA to adjust payments made to the Program Provider, without notice, for prior overpayment or underpayment to the Program Provider, except as provided in paragraph II.H;
- H. Refund to the MCA any "overpayment" (as defined in 42 CFR §433.304) to the Program Provider. Such refund will be made within 60 days following the Program Provider's discovery of the overpayment or the Program Provider's receipt of a notice of such discovery from the Department, whichever is sooner;
- Cooperate with and assist the Department and any state and federal agency charged with the duty of identifying, investigating, sanctioning, or prosecuting suspected fraud and abuse;

- J. Disclose information on ownership and control, information related to business transactions, and information on persons convicted of crimes in accordance with 42 CFR Part 455, Subpart B, and provide such information on request to the Department, HHSC, the Texas Department of State Health Services (DSHS) or its successor, the Texas Department of Family and Protective Services (DFPS) or its successor, the Texas Attorney General Medicaid Fraud Control Unit (AG Medicaid Fraud), or the United States Department of Health and Human Services (USHHS);
- K. As provided by 42 CFR §431.107, keep any records necessary to disclose the extent of services provided by the Program Provider to Individuals and, on request, provide to the Department, HHSC, AG Medicaid Fraud, or USHHS, any such records and any information regarding payments claimed by the Program Provider under this Agreement. In compliance with Section 2262.003, Government Code, as amended, the Department and the Program Provider hereby agree that:
 - the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract:
 - acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds; and
 - 3. under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to:
 - i. evaluating the entity's performance under the contract or subcontract;
 - ii. determining the state's rights or remedies under the contract; or
 - iii. evaluating whether the entity has acted in the best interest of the state;
- L. Provide information or records required by this Agreement or rules and regulations cited herein, or copies of such information or records at the Department's discretion, at no cost to the state or federal authority requesting such information or records;
- M. Allow representatives of the Department, HHSC, DFPS, AG Medicaid Fraud, and USHHS, full and free access to the Program Provider staff, Individuals, and all locations where the Program Provider delivers Services;
- N. Allow the AG Medicaid Fraud and HHSC to conduct interviews of the Program Provider's employees, subcontractors and their employees, witnesses, and Individuals without the Program Provider's representative or the Program Provider's legal counsel present unless the person voluntarily requests that the representative be present. The Program Provider's employees, subcontractors and their employees, witnesses, and individuals must not be coerced by the Program Provider or the Program Provider's representative to accept representation by the Program Provider and the Program Provider agrees that no retaliation will occur against a person who denies the Program Provider's offer of representation.

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Nothing in this Agreement limits a person's right to counsel of his or her choice. Requests for interviews are to be complied with, in the form and manner requested. The Program Provider will ensure by contract or other means that its employees and subcontractors over whom the Program Provider has control cooperate fully in any investigation conducted by the AG Medicaid Fraud and/or HHSC. Subcontractors are those persons or entities who provide medical goods or services for which the Program Provider bills the Medicaid program or who provide billing, administrative, or management services in connection with Medicaid-covered services;

- O. Comply with applicable state laws and rules, including but not limited to applicable subchapters of 40 TAC Chapter 2 and 9 and 1 TAC Chapter 355, Subchapter F; applicable federal laws and regulations, including but not limited to 42 CFR Parts 440, 441, 455, and 456, and 45 CFR Parts 46, 80, 84, 90, and 91;
- P. Comply with the Department's Targeted Case Management Billing Guidelines dated September 2011;
- Q. Comply with state and federal anti-discrimination laws, including without limitation:
 - 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - 6. Food Stamp Act of 1977 (7 U.S.C. §200 et seq.); and
 - 7. The Department's administrative rules, as set forth in the Texas Administrative Code (TAC), to the extent applicable to this Agreement.

The Program Provider also agrees to comply with all amendments to the above-referenced laws and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the U.S. may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by federal or state funding, or otherwise be subjected to discrimination.

The Program Provider further agrees to:

1. comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 CFR, Part 80 or 7 CFR, Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of persons in its programs, benefits or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. The Program Provider agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits and activities on the basis of national origin. The Program Provider also agrees to take reasonable steps to provide services and

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information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities;

- comply with Executive Order 13279, and its implementing regulations at 45 CFR, Part 87 or 7 CFR, Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the U.S. Department of Agriculture (USDA) or HHS shall not, in providing services, discriminate against a program recipient or prospective program recipient on the basis of religion or religious belief;
- 3. upon request, provide HHSC's Civil Rights Office with copies of all of the Program Provider's civil rights policies and procedures; and
- 4. notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this contract. This notice must be delivered no more than 10 calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

Civil Rights Office Health and Human Services Commission 701 W. 51st Street Mail Code W206 Austin, TX 78751 Telephone Toll Free: 888-388-6332

Telephone: 512-438-4313 TTY Toll Free: 877-432-7232

Fax: 512-438-5885

- R. Comply with the Immigration Reform and Control Act of 1986 and Immigration Act of 1990 regarding employment verification and retention of verification forms for any person(s) hired on or after Nov. 6, 1986, who will perform any labor or services under this contract;
- Comply with all other applicable federal laws and regulations, as well as local and state laws and regulations now in effect or that become effective during the term of this contract;
- T. Comply with the Texas Health and Safety Code, §85.113, relating to workplace and confidentiality guidelines regarding AIDS and HIV;
- U. Comply with Executive Order (E.O.) 11246, Equal Employment Opportunity, E.O. 11375, Amending Executive Order No. 11246, Relating to Equal Employment Opportunity, and 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor;

- V. Comply with applicable provisions of 42 USC §7401 et seq., the Clean Air Act, and 33 USC §1251 et seq., the Federal Water Pollution Control Act, and all applicable standards, orders and regulations issued pursuant to those acts;
- W. Comply with Section 319 of Public Law 101-121, which prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Should the potential Program Provider engage in such activities using other than federal funds, it will provide full disclosure using Standard Form LLL, Disclosure Form to Report Lobbying;-
- X. Comply with 45 CFR Part 76, Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace (Grants);
- Y. Comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA); specifically, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, Standards for Electronic Transactions, 45 CFR Parts 160 and 162, and Security Standards, 45 CFR Parts 160, 162, and 164;
- Z. Comply with all Policy Letters and Information Letters concerning Services promulgated by the Department that are received by the Program Provider after the effective date of this Agreement;
- AA. Comply with the following provisions related to screening for persons excluded from participation in Medicare and state health care programs:
 - 1. The Program Provider agrees to search monthly the HHS-Office of the Inspector General (OIG) and HHSC-OIG List of Excluded Individuals/Entities (LEIE) websites to capture exclusions and reinstatements that have occurred since the last search and to immediately report any exclusion information the Program Provider discovers to the Texas Health and Human Services Commission Office of Inspector General as directed by the Department;
 - The Program Provider agrees to conduct exclusionary searches for prospective employees and contractors prior to employment or contracting as directed by the Department;
 - 3. The Program Provider agrees to maintain documentation to verify compliance with the searches and reporting requirements as directed by the Department; and
 - 4. The Program Provider acknowledges and agrees that no Medicaid payments can be made for any items or services directed or prescribed by an excluded psychologist, physician, or other authorized person when the person or entity furnishing the items or services either knew or should have known of the exclusion. This prohibition applies even when the Medicaid payment itself is made to another provider, practitioner or supplier that is not excluded; and
- BB. Notify the Department in writing at least 10 days prior to declaring bankruptcy.

Ш.

By execution of this Agreement, the Program Provider certifies and agrees:

- A. That the Program Provider has not been excluded or debarred from participation in any state or federal health care program, including any Title XVIII (Medicare) or Title XIX (Medicaid) program, under the provisions of §1128(a) or (b) of the Social Security Act [42 U.S.C.§1320a-7(a) or (b)] or Executive Order 12549. The Program Provider will notify the Department within 10 days of the date it receives notice that any action is being taken against the Program Provider or any individual or entity defined under the provisions of §1128(b)(8) or (15) which could result in exclusion of the Program Provider from a Medicaid Program; and
- B. That the Program Provider will provide written notice to the Department if, during the term of this Agreement, the Program Provider learns that any of the certifications made by the Program Provider in this Agreement are or have become inaccurate.

IV.

The Department agrees to:

- A. Ensure the MCA pays the Program Provider, in accordance with applicable state and federal laws, rules, and regulations, the full current MR Service Coordination reimbursement rate (federal and state portions) or the rate as it may hereafter be amended, for Services provided to Individuals and properly claimed by the Program Provider; and
- B. Provide an administrative hearing to the Program Provider, in accordance with state and federal laws, rules, and regulations, concerning an adverse action, as defined in 1 TAC §357.482, taken by the Department.

V.

The parties mutually agree that:

- A. Payment by the Department to the Program Provider under this Agreement is contingent upon the Program Provider continuing to be designated as a local mental retardation authority in accordance with Texas Health and Safety Code, §533.035(a), availability of appropriated funds and federal financial participation, operation of the MR Service Coordination Program by the Department, and the Program Provider's compliance with the terms of this Agreement;
- B. This Agreement is subject to all state and federal laws, rules, and regulations relating to fraud and abuse in health care and the Medicaid Program;

C. This Agreement may be terminated:

1. by agreement between the parties;

2. by the Program Provider upon 60 days written notice to the Department of the Program Provider's intent to terminate this Agreement;

3. by the Department for reasons set forth in federal or state laws, rules or regulations;

- 4. by the Department if the Program Provider fails to comply with the terms of this Agreement, including but not limited to failure of the Program Provider to be designated as a local mental retardation authority in accordance with Texas Health and Safety Code, §533.035(a);
- 5. by the Department or the Program Provider, subject to the equitable settlement of their respective obligations, if federal or state laws, rules, or regulations are enacted, amended, repealed, or judicially interpreted so as to render the fulfillment of this Agreement by either party unfeasible or impossible and the Department and the Program Provider cannot agree upon amendments to this Agreement necessary to comply with such changes to laws, rules or regulations;
- 6. by the Department if a certification made by the Program Provider in this Agreement is false or becomes inaccurate; or
- 7. by the Department for good cause;
- D. The Department will notify the Program Provider in writing if the Department decides to terminate this Agreement. The Department will provide the Program Provider an opportunity for a hearing to appeal the Department's decision to terminate this Agreement. If the Program Provider makes a timely request for a hearing, the Department will not terminate this Agreement pending such hearing. If the final determination of a hearing is favorable to the Department, termination of this Agreement will be effective on the date specified in the Department's notice of termination or as specified in the decision of the administrative law judge;
- E. If the Department decides to terminate this Agreement, the Department will withhold payments to the Program Provider under this Agreement in accordance with Texas Human Resources Code §32.034, as of the date specified for such withholding in the Department's notice of termination. If the Program Provider requests a hearing to appeal the Department's decision to terminate this Agreement, and the final decision of the hearing is favorable to the Department or if the Program Provider does not request a hearing, payments withheld under this paragraph will not be made to the Program Provider;
- F. The Department may place payments due to the Program Provider under this Agreement on vendor hold for reasons set forth in federal or state laws, rules or regulations, or if the Program Provider fails to comply with the terms of this Agreement;
- G. Nothing in this Agreement will be construed to require the Department to enter into a new agreement with the Program Provider, or to renew or extend this Agreement;
- H. If the Department amends the Targeted Case Management Billing Guidelines, it will notify the Program Provider of such amendments;

- I. This Agreement cannot be assigned by the Program Provider to another party;
- J. In the event any provision of this Agreement becomes unenforceable or void, such will not invalidate any other provision of this Agreement;
- K. The venue for any cause of action initiated by the Department or the Program Provider related to this Agreement will be Travis County, Texas; and
- L. Any notice, acknowledgment, or disclosure required to be given to the Department by the Program Provider under this Agreement will be delivered in person or by certified mail, return receipt requested, to the following person and address:

Department of Aging and Disability Services (DADS)

MRA Section

Attn: Mary Skillman

P.O. Box 149030, MC #W354

Austin, TX 78714-9030

Any notice required to be given to the Program Provider by the Department under this Agreement will be in writing, to the most current business address provided by the Program Provider, except the notice referenced in paragraph II.F. and V.H., delivered in person or by certified mail, return receipt requested.

Department of Aging and Disability Services (DADS)	TRI COUNTY MHMR SERVICES
Authorized signature	Authorized signature
Gary Jessee	Cindy Sill Type/Print Name
Type/Print Name Assistant Commissioner	Executive Director
Title	Title
Date	Date

Procedures for Program Provider Regarding Notice of Fair Hearing for Medicaid Recipients

A Program Provider must provide written notice to a Medicaid recipient or the recipient's legally authorized representative (LAR) whose request for service coordination has been denied by the Program Provider or whose service coordination is proposed to be terminated, for any reason, by the Program Provider. Sample notice letters for this purpose are enclosed as Attachments A (for denial) and B (for termination).

<u>Denial</u>: The notice letter must state the reason the Program Provider has denied service coordination, as set forth in 40 TAC §2.554 (relating to Eligibility).

<u>Termination</u>: The notice letter must state the reason the Program Provider has proposed termination of service coordination, as set forth in 40 TAC §2.558 (relating to Termination of Service Coordination). If the reason for termination is because the recipient is no longer eligible for service coordination, then the notice must include the rule citation related to eligibility (i.e., 40 TAC §2.554) with the appropriate subsection and paragraph (and subparagraph, if necessary) identified. The notice letter must identify the proposed termination date, which must be at least ten days after the date of the letter. The reason for termination of service coordination must also be documented in the recipient's record.

The Program Provider must ensure the validity of its decisions to deny or terminate service coordination.

The sample notice letters (Attachments A and B) include a form for the recipient or LAR to request a fair hearing. The Program Provider must include on the form the following information:

- Program Provider Name
- Program Provider Staff Contact for Fair Hearing
- Address of Staff Contact
- Phone Number of Staff Contact
- Fax Number of Staff Contact

The date of the notice letter must be the same date that the letter is physically mailed or hand delivered.

The Program Provider must:

- mail two copies of the notice letter to the recipient or LAR: one copy is sent US first-class mail and the other is sent by certified mail, return receipt requested; or
- hand deliver the notice letter to the recipient or LAR and obtain written acknowledgement from the recipient or LAR that the letter was received the day it was hand delivered.

Additionally, the Program Provider must send a copy of the notice letter to:

DADS MRA Section, LPDS Unit

Attention: TCM Appeals Coordinator

P. O. Box 149030 MC: W354 Austin, Texas 78714-9030

Once DADS receives a request for a fair hearing it will notify the Program Provider of such and the date it was received. At that time, it would be prudent for the Program Provider to review the basis for its decision to deny or terminate service coordination. If the request for a fair hearing was received by DADS prior to the termination date, then the Program Provider must maintain the recipient's current level of service coordination until the hearing officer makes a decision.

The Texas Health and Human Services Commission (HHCS) conducts fair hearings in accordance with 1 TAC Chapter 357, Subchapter A. DADS will notify HHSC when a fair hearing has been requested and will provide HHSC with the MRA contact staff information. The hearing officer appointed by HHSC will send all correspondence related to the fair hearing proceeding, including the date and time of the hearing, to the recipient or LAR and the Program Provider staff contact. The Program Provider must appear at the fair hearing as the representative for DADS and present its case to the hearing officer.

DENIAL Of Service Coordination For Medicaid Recipient (delete before printing)

Consumer Name Mailing Address City, State Zip Medicaid Number

DATE (Must be the date mailing)

Dear First and last name:

The (insert name of MRA) has denied your request for service coordination because:

This decision is authorized by the rules of the Department of Aging and Disability Services (DADS) {40 TAC §2.554 (insert correct subsection, paragraph, and subparagraph)}. This means that you are not eligible to receive service coordination.

If you disagree with the decision to deny you service coordination, you may request a fair hearing to appeal this decision as provided under the rules of DADS {40 TAC §2.562(a)}. If you request a fair hearing, you may represent yourself or you may choose an authorized representative, such as a relative, friend, lawyer or other spokesperson, to represent you at your expense.

If you wish to appeal, you must request a fair hearing in writing and your request must be received by DADS on or before (*insert date 90 days after date of letter*). You will lose your right to appeal this decision if your request is not received by this date.

You may request a fair hearing by completing the enclosed form and mailing it to:

Department of Aging and Disability Services

MRA Section, LPDS Unit

Attention: TCM Appeals Coordinator

P. O. Box 149030 MC: W354 Austin, Texas 78714-9030

If you have questions about any of the information in this letter, please contact me at (insert phone number with area code).

Sincerely,

Name of MRA Staff, Title Name of MRA

Enclosure

cc: TCM Appeals Coordinator, MRA Section, DADS

Department of Aging and Disability Services

Consumer Name Medicaid Number Mailing Address City, State Zip

FAIR HEARING REQUEST FORM

Date	
Complete the following only if you have the infor equesting your fair hearing. You are entitled to repay time during the fair hearing process.	
IAME AND ADDRESS OF REPRESENTATIVE:	
	Relationship

Return this form to:

Phone Number of Staff Contact Fax Number of Staff Contact

> Department of Aging and Disability Services MRA Section, LPDS Unit Attention: TCM Appeals Coordinator P. O. Box 149030 MC: W354 Austin, Texas 78714-9030

TERMINATION Of Service Coordination For Medicaid Recipient (delete before printing)

Consumer Name Mailing Address City, State Zip

Medicaid Number

DATE (Must be the date mailing)

Dear First and last name:

The (insert name of MRA) has decided to terminate your service coordination. This decision was made because:

(The following sentence is necessary if the decision to terminate was made because the consumer is no longer eligible for service coordination.) This decision is authorized by the rules of the Department of Aging and Disability Services (DADS) {40 TAC §2.558 (insert correct paragraph)}.

Your service coordination will be terminated on (insert date that is at least ten days after date of letter, hereafter referred to as "termination date").

If you disagree with the decision to terminate your Service Coordination, you may request a fair hearing to appeal this decision as provided under the rules of DADS, 40 TAC §2.562(a). If you request a fair hearing, you may represent yourself or you may choose an authorized representative, such as a relative, friend, lawyer or other spokesperson, to represent you at your expense.

If you wish to appeal, you must request a fair hearing in writing and your request must be received by DADS on or before (insert date 90 days after date of letter). You will lose your right to appeal this decision if your request is not received by this date.

If your request for a fair hearing is received by DADS on or before (insert termination date) your service coordination services will not be terminated on (insert termination date) and will continue until the hearing officer makes a final decision about your appeal.

You may request a fair hearing by completing the enclosed form and mailing it to:

Department of Aging and Disability Services

MRA Section, LPDS Unit

Attention: TCM Appeals Coordinator

P. O. Box 149030 MC: W354

Austin, Texas 78714-9030

If you have questions about any of the information in this letter, please contact me at (insert phone number with area code).

Sincerely,

Name of MRA Staff, Title Name of MRA

Enclosure

cc: TCM Appeals Coordinator, MRA Section, DADS

Department of Aging and Disability Services

Consumer Name Medicaid Number Mailing Address City, State Zip

FAIR HEARING REQUEST FORM

I wish to appeal the termination of service coordination	for (insert consumer name).
Signature of Consumer/Representative	
Date	
Complete the following only if you have the informated requesting your fair hearing. You are entitled to represent time during the fair hearing process. NAME AND ADDRESS OF REPRESENTATIVE:	
NAME AND ADDRESS OF REFRESENTATIVE.	Relationship
MRA Name MRA Staff Contact for Fair Hearing Information Address of Staff Contact Phone Number of Staff Contact Fax Number of Staff Contact	

Return this form to:

Department of Aging and Disability Services MRA Section, LPDS Unit Attention: TCM Appeals Coordinator P. O. Box 149030 MC: W354 Austin, Texas 78714-9030

Agenda Item: Consider Selection of FY 2011 Auditor	Board Meeting Date
Committee: Business	July 28, 2011

Background Information:

Each year Tri-County Services is required to select an outside auditor for our financial audit. We have previously used the following auditors:

FY 1992	Pircher and Co.
FY 1988 - 1993	Kenneth Davis
FY 1999	Vetter & Taboada, P.C.
FY 2000 - 2003	David N. Miller, LLP
FY 2004 - 2006	McConnell & Jones, LLP
FY 2007 - 2010	David N. Miller, LLP

The FY 2011 DSHS and DADS Performance Contracts state that the Center shall "engage the same audit firm no more than six (6) consecutive years from the initial date of engagement".

Supporting Documentation:

None

Recommended Action:

Direct Staff to Solicit an Audit Engagement Letter from Carlos Taboada & Company, P.C. or Solicit Proposals for FY 2011 Independent Financial Audit

Agenda Item: Approve Declaration of 1999 Ford Escort as

Surplus

Board Meeting Date

July 28, 2011

Committee: Business

Background Information:

Staff has recommended that a Tri-County vehicle be declared as surplus due to age of vehicle, high mileage, increased maintenance and repair costs and safety of consumers.

Vehicle Descriptions:

- 1999 Ford Escort
 - o License # 205-YSY
 - o Mileage as of June 30, 2011 182,000

Supporting Documentation:

None

Recommended Action:

Approve Declaration of 1999 Ford Escort as Surplus and Approve Sale to the Highest Bidder

Agenda Item: Approve Changes in Deductibles for Professional Liability and Errors and Omissions Coverage

Board Meeting Date

July 28, 2011

Committee: Business

Background Information:

In an effort to reduce the cost of Tri-County's insurance premiums we have asked Texas Council Risk Management Fund for insurance quotes with changes in our deductibles in all our lines of coverage. The coverage that we think we can change without exposing Tri-County to large losses if claims occur are listed below with the difference in annual premiums.

Based on past claims history, staff would recommend that we change our deductibles for both of the types of coverage listed below to be \$10,000.

Supporting Documentation:

Professional Liability:

Current Deductible \$1,000 - Premium \$11,035 per year Change Deductible \$2,500 - Premium \$10,048 per year Change Deductible \$5,000 - Premium \$9,572 per year Change Deductible \$10,000 - Premium \$7,693 per year

Errors and Omissions Coverage:

Current Deductible \$1,000 — Premium \$29,471 per year Change Deductible \$2,500 — Premium \$27,871 per year Change Deductible \$5,000 — Premium \$26,273 per year Change Deductible \$7,500 — Premium \$25,208 per year Change Deductible \$10,000 — Premium \$24,144 per year

Recommended Action:

Approve Changes in Deductibles for Professional Liability and Errors and Omissions Coverage

Agenda Item: Authorize Loan of Funds to Montgomery Supported

Housing, Inc. for First Year Operating Deficits

Board Meeting Date

July 28, 2011

Committee: Business

Background Information:

Independence Place is moving from the construction phase to the operations phase. Up until the last few weeks, most of the costs of the project have been or will be reimbursed by HUD construction funds. To date, the management agent for McDougal Property has requested approximately \$15,000 in reimbursement and, depending on Cost Certification Audit categorization of cost, much of this expense will likely be reimbursed through Requisition 7 or Final Closing. The Cost Certification Audit is currently underway and staff hopes to have Final Closing done by the end of September.

The Project Rental Assistance Contract (rent subsidy from HUD) for the apartments could not begin until the 1st day of the 1st full month after the certificate of occupancy was issued. For Independence Place, the CO was issued on June 8th and so the PRAC began on July 1st. However, the income from the PRAC for the first month is not expected from HUD until early August. As a result, Tri-County may need to loan funds to Montgomery Supported Housing, Inc. until they reach a point of being able to pay Tri-County back. The good news is that the apartments are full and rent will become stable income in the near future.

HUD has a standard policy of allocating PRAC contract authority at 75% of the cost of expected first year operations. For Independence Place, the expected first year costs are \$99,960, but HUD has currently authorized only \$75,000. For the Independence Village in Huntsville, there was no process to rectify this 75% formula and the apartments were significantly in the red during the first year of operations. However, HUD has since established a process to appeal the 75% formula for the PRAC and our consultants think it is likely that we can get HUD to Authorize the full PRAC contract for expected operating costs. This appeal was filed on May 26th by McDougal Property Management. We are still waiting for a response from HUD.

Staff are requesting that the Board authorize a loan of funds to Montgomery Supported Housing, Inc. to cover expenses which could not be included in the Final Closing costs via the Cost Certification Audit process and funds for first year operations deficits.

In FY 2011, there may be as much as \$15,000 needed to cover expenses and there may be as much as \$20,000 needed for FY 2012. It should be noted that MSHI must request permission from HUD to repay this loan and that this process is not usually a rapid one.

Supporting Documentation:

None

Recommended Action:

Authorize Loan of \$15,000 for FY 2011 and \$20,000 for FY 2012 to Montgomery Supported Housing, Inc. for First Year Operating Deficits and Authorize that These Amounts Be Included in the FY 2011 and 2012 Budgets

Agenda Item: Approve Renewal of Listing Agreements for 406-B North Washington Avenue and 117 North College Street, Cleveland, Texas Properties

Board Meeting Date

July 28, 2011

Committee: Business

Background Information:

The 406-B North Washington Avenue and 117 North College Street properties, located in Cleveland, Texas have been listed for the past year with Cameron Real Estate, whose office is located in Cleveland, Texas. The listing agreements for both properties have expired.

Staff are making the recommendation to extend the listing agreements with Cameron Real Estate for a period of six months.

Supporting Documentation:

Copies of Listing Agreements for Both Properties

Recommended Action:

Approve Renewal of the Listings for the Properties Located at 406-B North Washington Avenue and 117 North College Street, Cleveland, Texas with Cameron Real Estate and Authorize Executive Director to Execute Listing Agreement Extensions for Six Months



TEXAS ASSOCIATION OF REALTORS®

COMMERCIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL

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-	Name and Address of the Owner, where the Owner, which is the Owner, where the Owner, which is the Own	
1.	P	ARTIES: The parties to this agreement (this Listing) are:
	SI	ELLER: Tri-County Mental Health Mental Retardation Services
		Address: P.O. Box 3067
		City, State, Zip: Cleveland, TX 77327
		Phone: <u>(936) 521-8120</u> Fax: Fax:
	Br	oker: Cameron Real Estate Phillip Cameron
		Address: 308 Belcher St.
		City, State, Zip: Cleveland, TX 77327
		Phone: (281) 592-4442 Fax: (281) 593-3159
		E-Mail: cresold@cs.com
	Se	eller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive ht to sell the Property.
2.	PF	ROPERTY:
	A.	"Property" means the following real property in Texas:
		Address: 406-B N. Washington Ave.
		City: Cleveland County: Liberty Zip: 77327
		Legal Description (Identify exhibit if described on attachment):
		Edwards, Block 7, Lot 9-12, Acres .2842
·. ·	В.	Except as otherwise provided in this Listing, Broker is to market the Property together with:
	,	(1) all buildings, improvements, and fixtures;
		(2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
		(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
		(4) Seller's interest in all licenses and permits related to the Property;
		(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
		(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
		(/) all Seller's tangible personal property located on the Property that is used in connection with the
		Property's operations except:
	١.	
		(Describe any exceptions, reservations, or restrictions in Special Provisions or an addendum. If the Property is a condominium, attach Condominium Addendum.)
/"" A *	7. 4C	, , , , , , , , , , , , , , , , , , ,
(1Al	≺- 13	01) 1-23-06 Initialed for Identification by Broker/Associate and Seller,
Came Phon	eron l	Real Estate 2702 County Road 2285 Cleveland, TX 77327 1.592-4442 Fax: 291-593-3159 Phillip Cameron tri county 2

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

(TAR-1301) 1-23-06

Initialed for Identification by Broker/Associate _____ and Seller ____

406-B N. Washington Ave.

tri county 2

6. EXCLUSIONS:	6,	EX	CL	US	O	VS:
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•		.0200.0110.				
	A.	sells of leases all or	agreement Seller is o part of the Property be	tore		ed broker a fee if Seller to any of the
						(named exclusions).
	В.	date specified in Pa	ragraph 6A, Seller will r	not be obligated t	o pay Broker the fee	ed exclusion before the s under Paragraph 5 of ution of the lease, a fee
		(2) % o and the same perimbursements;	ercentage of the following	paid over the terring items to be p	n of the lease if Sel aid over the term of	ler leases the Property the lease: expense ; and
	C.	If Seller enters into will will will not as	a contract to sell or leasist Seller in negotiating	ise all or part of and closing the s	the Property to a na	amed exclusion, Broker amed exclusion.
	lend inst bro	rson to enter the Prop ding a key to the Pr tructs Broker and Bro kers, inspectors, app	erty, disclosing security operty to such person ker's associates to: (i)	/ codes necessar To facilitate the access the Properties.	y to enter the Prope showing and sale erty at reasonable tin and repair persons to	permission to another rty to such person, and of the Property, Seller nes; (ii) authorize other o enter the Property at is.
	pro: the A.	spective buyers, if the other broker from Broker from Broker re	OTHER BROKERS: Breather broker procures bker's fee under Paragroresents the buyer: 3 subagent: 3.000	a buyer who pure aph 5: .000 % of the	chases the Property, sales price or \$	show the Property to Broker will offer to pay ; and
9.	INT	ERMEDIARY: (Chec	k A or B only.)			
X	i	authorizes Broker to	Broker may show the f a prospect who Brok act as an intermediar with one of the followir	ter represents of v and Broker wil	fers to buv or leas	e the Property Seller
	. '	selvicing Seller t	Broker represents is a Listing, Broker may no communicate with, one to Seller; and (b) ame purpose.	otify Seller that E arry out instructi	Broker will: (a) appo ions of, and provide	int the associate then expensions and advice
		out instructions of	Broker represents is Seller that Broker will f, and provide opinions iate servicing the Seller	: (a) appoint ano s and advice dur	ther associate to co ing negotiations to	mmunicate with, carry the prospect: and (b)
· .	(9A and, in such a	Seller that Broker will n event, the associate ho may facilitate the her party	servicing the part	ies will act solelv as	Broker's intermediary
TAR	-130	01) 1-23-06	nitialed for Identification by E	Broker/Associate	and Seller,	

B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospects who Broker represents.

Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:

- may not disclose to the prospect that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
- may not disclose to Seller that the prospect will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospect;
- may not disclose any confidential information or any information Seller or the prospect specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- may not treat a party to the transaction dishonestly; and
- may not violate the Real Estate License Act.
- 10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

11. BROKER'S AUTHORITY:

- A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.
- B. In addition to other authority granted by this Listing, Broker may:
 - (1) advertise the Property by means and methods as Broker determines is appropriate in any media, including but not limited to:
 - (a) placing a "For Sale" sign or similar marketing sign on the Property; and
 - (b) creating and placing information about the Property (including interior and exterior photographs or videos):
 - (i) on the Internet on Broker's website and on other websites as Broker determines;
 - (ii) in any advertisements whether in print or electronic media; and
 - (iii) into listing services that may publicize the information on the Internet or by other means;
 - (2) reproduce, display, and distribute information about the Property, including the information described under Paragraph 11B(1), for the purposes of marketing the Property;
 - (3) furnish comparative marketing and sales information about other properties to prospects;
 - (4) disseminate information about the Property to other Brokers and prospects, including applicable disclosures, notices, or other information that Seller is required to make under law or a contract;
 - (5) obtain information from any holder of any note secured by a lien on the Property;
 - (6) accept, in trust, any earnest money, option fee, security deposit, or other money related to the purchase or lease of the Property and deliver such money for deposit in accordance with a contract for the sale or lease of the Property;
 - (7) disclose the sales price and terms of a sale or a lease to other brokers, appraisers, other real estate professionals, and any listing services into which information about the Property is placed;
 - (8) place information about this Listing and a transaction for the Property on an electronic platform (an electronic platform is typically an Internet-based system where professionals related to the transaction, such as title companies and lenders, may receive, view, and input information); and
 - (9) advertise that Broker "sold" or "leased" the Property after the closing of a sale or execution of a lease of the Property in which Broker was involved.

NOTICE: Any submission of information to a listing service must be made in accordance with listing service's rules.

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- C. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.
- D. Photographs, videos, and compilations of information submitted to a listing service are the property of the listing service for all purposes.

12. REPRESENTATIONS:

A. Except as provided otherwise in this Listing, Seller represents that:

(1) Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures thereon, unless rented, and the legal capacity to convey the Property;

(2) Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the

Property that is or will be in effect during this Listing;

(3) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;

(4) there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on

the Property:

(5) the Property is not subject to the jurisdiction of any court;

(6) Seller owns sufficient intellectual property rights in any materials which Seller provides to Broker related to the Property (for example, brochures, photographs, drawings, or articles) to permit Broker to reproduce and distribute such materials for the purposes of marketing the Property or for other purposes related to this agreement; and

(7) all information relating to the Property Seller provides to Broker is true and correct to the best of

Seller's knowledge.

- B. Seller and Broker must disclose any known material defect in the Property to a prospective buyer. (Check only one box.)
- (1) Seller is not aware of any material defects to the Property except as stated in the attached Property Condition Statement. Seller authorizes Broker to furnish prospective buyers and other brokers with a copy of the Property Condition Statement.
- (2) Except as otherwise provided in this Listing, Seller is not aware of:

(a) any subsurface: structures, pits, wastes, springs, or improvements;

(b) any pending or threatened litigation, condemnation, or assessment affecting the Property;

(c) any environmental hazards or conditions that materially affect the Property;

(d) whether the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;

(e) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants) or other pollutants or contaminants of any nature now exist or have ever existed on the Property;

(f) any wetlands, as defined by federal or state law or regulation, on the Property;

(g) any threatened or endangered species or their habitat on the Property;

(h) any present or past infestation of wood-destroying insects in the Property's improvements;

(i) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;

(i) any material physical defects in the improvements on the Property; or

(k) any condition on the Property that violates any law or ordinance.

(List any exceptions to (a)-(k) in Special Provisions or an addendum.)

13. SELLER'S ADDITIONAL PROMISES: Seller agrees to:

A. cooperate with Broker to facilitate the showing and marketing of the Property;

- B. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- C. not enter into a listing agreement with another Broker for the sale or exchange of the Property to become effective during this Listing;

(TAR-1301) 1-23-06

Initialed for Identification by Broker/Associate _____ and Seller _

- D. not enter into a listing agreement for the lease of all or part of the Property with another broker to become effective during this Listing without Broker's written permission;
- E. provide Broker with copies of the following, if any, relating to the Property: a current rent roll, all leases including any amendments, architectural plans and drawings, renderings, survey, a current operating statement, environmental inspection reports, engineering reports, and other relevant information that Broker may request during this Listing;

F. advise Broker of any tenants moving in or out of the Property:

G. complete any disclosures or notices required by law or a contract to sell the Property;

H. amend any applicable notices and disclosures if any material change occurs during this Listing; and

I. at Seller's expense, remove from the Property all:

(1) "For Sale" (or similarly worded) signs other than Broker's signs; and

(2) "For Lease" (or similarly worded) signs from the Property unless the Property is listed for lease with another broker.

14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker, including but not limited to injuries or losses caused by:

(1) other brokers, inspectors, appraisers, lenders, contractors, surveyors, engineers, and other persons who are authorized to access the Property:

(2) acts of third parties (for example, vandalism or theft);

(3) freezing water pipes;

(4) a dangerous condition on the Property; and

- (5) the Property's non-compliance with any law or ordinance,
- C. <u>Seller agrees to indemnify and hold Broker and Broker's associates harmless from any damages, costs, attorney's fees, and expenses:</u>

(1) that arise from Seller's failure to disclose any material information about the Property;

(2) that are caused by Seller giving incorrect information to Broker, other brokers, or prospects;

- (3) that arise from any claim for misuse of intellectual property in any materials or information that Seller provided to Broker related to the Property or this agreement; or
- (4) that are otherwise caused by Seller or Seller's negligence.

15. SPECIAL PROVISIONS:

(TAR-1301	1-23-06
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and Seller may exercise any remedy at law.

- 16. DEFAULT: If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of any exchange or breach of this Listing, the Listing Price will be the sales price for the purpose of calculating Broker's fee. If Broker breaches this Listing, Broker is in default
- 17. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise between the parties. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the costs of mediation equally.
- 18. ATTORNEY'S FEES: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party may recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

19. ADDENDA: Addenda or information that are part of this Listing are: ☑ A. Information About Brokerage Services ☐ B. Property Description Exhibit identified in Paragraph 2 ☐ C. Condominium Addendum ☐ D. Commercial Property Condition Statement ☐ E. Information About On-Site Sewer Facility ☐ F. Information About Special Flood Hazard Areas ☐ G.	

20. AGREEMENT OF THE PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. <u>Binding Effect</u>: Seller's obligations to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assigns.
- D. <u>Joint and Several</u>: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. <u>Governing Law</u>: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- F. <u>Severability</u>: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. <u>Partial Sales or Leases</u>: If Seller sells or leases part of the Property before the date this Listing ends, this Listing will continue for the remaining part of the Property through the term of this Listing.
- H. <u>Notices</u>: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail specified in Paragraph 1.

21. ADDITIONAL NOTICES:

A. Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS® or any listing service. Broker's fees are negotiable.

(TAR-1301) 1-23-06	Initialed for Identification by Broker/Associate	and Seller,
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- B. The Property must be made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances may provide for additional protected classes (e.g., creed, status as a student, marital status, sexual orientation, or age).
- C. If the Property contains a residential dwelling built before 1978, federal law requires the Seller to: (1) provide the buyer with the promulgated lead hazard information pamphlet; and (2) disclose the presence of any known lead-based paint or lead-based paint hazards.
- D. Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this Listing, consult your attorney BEFORE signing.

Seller: Retardation Services	n Mental	Seller:	99-00-0	W@AA
Ву:	,	Ву:		
Printed Name:		Printed Name:		Radan
Title: Date	3 *	Title:	Date:	To No. of State of St
Broker: Cameron Real Estate	324			
Ву:				
Printed Name: Phillip Cameron	or the second se			
Date:				

Approved by the Texas Real Estate Commission for Voluntary Use

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

Information About Brokerage Services

efore working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License

Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

(1) shall treat all parties honestly;

(2) may not disclose that the owner will accept a price less than the asking price unless authorized in

writing to do so by the owner;

(3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you,

you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Buyer, Seller, Landlord or Tenant

Date

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188 or 512-465-3960.



01A

TREC No. OP-K

Cameron Real Estate 2702 County Road 2285 Cleveland, TX 77327 Phone: 281.592-4442 Fax: 291-593-3159 Philli

Phillip Cameron



TEXAS ASSOCIATION OF REALTORS®

COMMERCIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.

©Texas Association of REALTORS®, Inc. 2006

		1,445,000				
1.	PA	ARTIES: The par	rties to this agreen	nent (this Listing) are:		
	SE	ELLER: <u>Tri-Co</u>	unty Mental He	alth Mental Ret	ardation Services	
		Address: P.O.	Box 3067	The state of the s		
		City, State, Zip	: Cleveland, T	<u> 77327</u>		
		Phone: <u>(936)</u>	<u>521-6120</u>		_ Fax:	
		E-Mail:	With the same of t			
	Br	oker: <u>Cameron</u>	Real Estate			Phillip Cameron
		Address: 308	Belcher St. St	ce. A		
		Oity, State, Zip.	. creverand, 17	1/32/		
		E-Mail: creso	ld@cs.com	***************************************	_ 1 dx. <u>1201/393-3139</u>	177 Art (gly and an analysis)
	Se rig		oker as Seller's so		estate agent and grants to	Broker the exclusive
2.	PR	ROPERTY:				
	Α.	Address: 117	N. College Ave	al property in Texas:		
		City: Clevelar	nd	_County: <u>Liberty</u>	Zip: <u>7732</u>	27
۸.		Legal Description	on <i>(Identify exhibit</i>	if described on attack	nment):	
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					A STATE OF THE STA	
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	В.	(1) all buildings	, improvements, a	nd fixtures;	o market the Property togeth	
		interest in a	ny minerals, utilitie	s, adjacent streets, al	to the Property, including S leys, strips, gores, and right posits for all or part of the Pro	s-of-way;
		(4) Seller's inter	rest in all licenses	and permits related to	othe Property:	operty;
		(5) Seller's inte	rest in all third pa	rty warranties or guar	anties, if transferable, relati	ng to the Property or
		any fixtures;	,		•	•
		(6) Seller's inter	rest in any trade na	ames, if transferable,	used in connection with the l	Property; and
		Property's o	perations except:	property located on t	he Property that is used in	connection with the
		Water Company of the		Patting and a pattern of the pattern	A China - Property	
	•	(Describe any of Property is a co	exceptions, reserv Indominium, attach	rations, or restrictions Condominium Adder	s in Special Provisions or andum.)	an addendum. If the
(ŤAF	₹-13	01) 1-23-06	Initialed for Ide	ntification by Broker/Assoc	iate and Seller,	_
Came	eron F		Road 2285 Cleveland, TX			
1 11011	v: 481		ax: 291-593-3159 oduced with ZipForm® by zipi	Phillip Cameron Logix 18070 Fifteen Mile Road, Fr	aser, Michigan 48026 www.zipLogix.com	tri county
			,		TOTAL PROPERTY OF THE PERSON O	

initialed for Identification by Broker/Associate _____ and Seller ____

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(TAR-1301) 1-23-06

117 N. College Ave.

tri county

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Co	omme	ercial Listing concerning	117 N. College Ave. Cleveland, 77327
		(CLUSIONS:	
	A.	sells or leases all	ng agreement Seller is obligated to pay another Texas licensed broker a fee if Seller or part of the Property before to any of the
			(named exclusions).
	B.	this Listing, but Se equal to:	o a contract to sell or lease all or part of the Property to a named exclusion before the Paragraph 6A, Seller will not be obligated to pay Broker the fees under Paragraph 5 of eller will pay Broker, upon the closing of the sale or upon execution of the lease, a fee of the sales price if Seller sells the Property;
		(2) 3,000 % and the same reimbursement	of all base rents to be paid over the term of the lease if Seller leases the Property percentage of the following items to be paid over the term of the lease: expense ts;
	C.	If Seller enters int	o a contract to sell or lease all or part of the Property to a named exclusion, Broker assist Seller in negotiating and closing the sale or lease to the named exclusion.
7.	lend inst bro	CESS TO THE PI son to enter the Pr ding a key to the tructs Broker and B kers, inspectors, a	ROPERTY: Authorizing access to the Property means giving permission to another operty, disclosing security codes necessary to enter the Property to such person, and Property to such person. To facilitate the showing and sale of the Property, Seller broker's associates to: (i) access the Property at reasonable times; (ii) authorize other persons, lenders, engineers, surveyors, and repair persons to enter the Property at (iii) duplicate keys to facilitate convenient and efficient showings.
•	the A.	spective buyers. If the other broker from E if the other broker i	HOTHER BROKERS: Broker will allow other brokers to show the Property to the other broker procures a buyer who purchases the Property, Broker will offer to pay Broker's fee under Paragraph 5: represents the buyer:
)_		ERMEDIARY: (Che	
)		Broker represents. authorizes Broker	s: Broker may show the Property to interested prospective buyers or tenants who If a prospect who Broker represents offers to buy or lease the Property, Seller to act as an intermediary and Broker will notify Seller that Broker will service the ce with one of the following alternatives.
		Seller under th servicing Seller	ho Broker represents is serviced by an associate other than the associate servicing is Listing, Broker may notify Seller that Broker will: (a) appoint the associate then to communicate with, carry out instructions of, and provide opinions and advice ions to Seller; and (b) appoint the associate then servicing the prospect to the same purpose.
	(out instructions	who Broker represents is serviced by the same associate who is servicing Seller, iffy Seller that Broker will: (a) appoint another associate to communicate with, carry of, and provide opinions and advice during negotiations to the prospect; and (b) ociate servicing the Seller under this Listing to the Seller for the same purpose.
	· · · (9A and, in such	ify Seller that Broker will make no appointments as described under this Paragraph an event, the associate servicing the parties will act solely as Broker's intermediary who may facilitate the transaction but will not render opinions or advice during either party.
Αſ	R-130	1) 1-23-06	Initialed for Identification by Broker/Associate and Seller

Initialed for Identification by Broker/Associate _____ and Seller _

B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospects who Broker represents.

Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:

- may not disclose to the prospect that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
- may not disclose to Seller that the prospect will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospect;
- may not disclose any confidential information or any information Seller or the prospect specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- may not treat a party to the transaction dishonestly; and
- may not violate the Real Estate License Act.
- 10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

11. BROKER'S AUTHORITY:

- A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.
- B. In addition to other authority granted by this Listing, Broker may:
 - (1) advertise the Property by means and methods as Broker determines is appropriate in any media, including but not limited to:
 - (a) placing a "For Sale" sign or similar marketing sign on the Property; and
 - (b) creating and placing information about the Property (including interior and exterior photographs or videos):
 - (i) on the Internet on Broker's website and on other websites as Broker determines;
 - (ii) in any advertisements whether in print or electronic media; and
 - (iii) into listing services that may publicize the information on the Internet or by other means;
 - (2) reproduce, display, and distribute information about the Property, including the information described under Paragraph 11B(1), for the purposes of marketing the Property;
 - (3) furnish comparative marketing and sales information about other properties to prospects;
 - (4) disseminate information about the Property to other Brokers and prospects, including applicable disclosures, notices, or other information that Seller is required to make under law or a contract;
 - (5) obtain information from any holder of any note secured by a lien on the Property;
 - (6) accept, in trust, any earnest money, option fee, security deposit, or other money related to the purchase or lease of the Property and deliver such money for deposit in accordance with a contract for the sale or lease of the Property;
 - (7) disclose the sales price and terms of a sale or a lease to other brokers, appraisers, other real estate professionals, and any listing services into which information about the Property is placed;
 - (8) place information about this Listing and a transaction for the Property on an electronic platform (an electronic platform is typically an Internet-based system where professionals related to the transaction, such as title companies and lenders, may receive, view, and input information); and
 - (9) advertise that Broker "sold" or "leased" the Property after the closing of a sale or execution of a lease of the Property in which Broker was involved.

NOTICE: Any submission of information to a listing service must be made in accordance with listing service's rules.

(TAR-	·1301)	1-23-06
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Initialed for Identification by Broker/Associate _____ and Seller _____,

- C. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.
- D. Photographs, videos, and compilations of information submitted to a listing service are the property of the listing service for all purposes.

12. REPRESENTATIONS:

A. Except as provided otherwise in this Listing, Seller represents that:

(1) Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures thereon, unless rented, and the legal capacity to convey the Property;

(2) Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the

Property that is or will be in effect during this Listing;

(3) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;

(4) there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on

the Property;

(5) the Property is not subject to the jurisdiction of any court;

(6) Seller owns sufficient intellectual property rights in any materials which Seller provides to Broker related to the Property (for example, brochures, photographs, drawings, or articles) to permit Broker to reproduce and distribute such materials for the purposes of marketing the Property or for other purposes related to this agreement; and

(7) all information relating to the Property Seller provides to Broker is true and correct to the best of

Seller's knowledge.

- B. Seller and Broker must disclose any known material defect in the Property to a prospective buyer. (Check only one box.)
- (1) Seller is not aware of any material defects to the Property except as stated in the attached Property Condition Statement. Seller authorizes Broker to furnish prospective buyers and other brokers with a copy of the Property Condition Statement.
- (2) Except as otherwise provided in this Listing, Seller is not aware of:

(a) any subsurface: structures, pits, wastes, springs, or improvements;

(b) any pending or threatened litigation, condemnation, or assessment affecting the Property;

(c) any environmental hazards or conditions that materially affect the Property;

(d) whether the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers:

(e) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants) or other pollutants or contaminants of any nature now exist or have ever existed on the Property;

(f) any wetlands, as defined by federal or state law or regulation, on the Property;

(g) any threatened or endangered species or their habitat on the Property;

(h) any present or past infestation of wood-destroying insects in the Property's improvements;

(i) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;

(j) any material physical defects in the improvements on the Property; or

(k) any condition on the Property that violates any law or ordinance.

(List any exceptions to (a)-(k) in Special Provisions or an addendum.)

13. SELLER'S ADDITIONAL PROMISES: Seller agrees to:

A. cooperate with Broker to facilitate the showing and marketing of the Property;

- B. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- C. not enter into a listing agreement with another Broker for the sale or exchange of the Property to become effective during this Listing;

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Initialed for Identification by Broker/Associate _____ and Seller _____,

- D. not enter into a listing agreement for the lease of all or part of the Property with another broker to become effective during this Listing without Broker's written permission;
- E. provide Broker with copies of the following, if any, relating to the Property: a current rent roll, all leases including any amendments, architectural plans and drawings, renderings, survey, a current operating statement, environmental inspection reports, engineering reports, and other relevant information that Broker may request during this Listing;

F. advise Broker of any tenants moving in or out of the Property;

G. complete any disclosures or notices required by law or a contract to sell the Property;

H. amend any applicable notices and disclosures if any material change occurs during this Listing; and

. at Seller's expense, remove from the Property all:

(1) "For Sale" (or similarly worded) signs other than Broker's signs; and

(2) "For Lease" (or similarly worded) signs from the Property unless the Property is listed for lease with another broker.

14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker, including but not limited to injuries or losses caused by:

(1) other brokers, inspectors, appraisers, lenders, contractors, surveyors, engineers, and other persons who are authorized to access the Property;

(2) acts of third parties (for example, vandalism or theft);

(3) freezing water pipes:

(4) a dangerous condition on the Property; and

- (5) the Property's non-compliance with any law or ordinance,
- C. <u>Seller agrees to indemnify and hold Broker and Broker's associates harmless from any damages, costs, attorney's fees, and expenses:</u>

(1) that arise from Seller's failure to disclose any material information about the Property;

(2) that are caused by Seller giving incorrect information to Broker, other brokers, or prospects;

(3) that arise from any claim for misuse of intellectual property in any materials or information that Seller provided to Broker related to the Property or this agreement; or

(4) that are otherwise caused by Seller or Seller's negligence.

15. SPECIAL PROVISIONS:

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- 18. ATTORNEY'S FEES: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party may recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

XI A. □ B. □ C. □ D. □ E.	Information About Brokerage Services Property Description Exhibit identified in Paragraph 2 Condominium Addendum Commercial Property Condition Statement Information About On-Site Sewer Facility Information About Special Flood Hazard Areas

20. AGREEMENT OF THE PARTIES:

- A. <u>Entire Agreement</u>: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
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- D. <u>Joint and Several</u>: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. <u>Governing Law</u>: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- F. <u>Severability</u>: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
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are negotiable.	
(TAR-1301) 1-23-06	Initialed for Identification by Broker/Associate and Seller

- B. The Property must be made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances may provide for additional protected classes (e.g., creed, status as a student, marital status, sexual orientation, or age).
- C. If the Property contains a residential dwelling built before 1978, federal law requires the Seller to: (1) provide the buyer with the promulgated lead hazard information pamphlet; and (2) disclose the presence of any known lead-based paint or lead-based paint hazards.
- D. Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this Listing, consult your attorney BEFORE signing.

Seller: Retardation Services	Seller:	
Ву:	By:	1134
Printed Name:		
Title: Date:	Title:	Date:
Broker: Cameron Real Estate By:	-	
Printed Name: Phillip Cameron		
Date:		

Agenda Item: Approve Recommendation for Tri-County Services Employee Health, LTD, Life and AD&D Insurance

Board Meeting Date

July 28, 2011

Committee: Business

Background Information:

Tri-County Services currently has employee health insurance coverage through Aetna that will expire on September 30, 2011. In May, 2011 Gene Darnell, Benefit Solutions, exclusive agent for Tri-County Services requested quotes for the FY 2012 employee health insurance coverage and provided fully funded plans to the Leadership Team for review. United HealthCare and Aetna provided quotes while four (3) other carriers declined to quote. Aetna provided an overall quote with an increase of 6.5% for the plans below. The Leadership Team is recommending Aetna because they provided a competitive quote that includes the preventive drug coverage. UHC does not offer this coverage which is very favorable to staff. The benefits for the C40 and C15 plans did not change. However, the co-pays, deductibles and prescription costs for the OAMC PPO plan did increase. The plan options provided for employees are described below. Physicians and hospitals are all contracted through Aetna and there are sufficient doctors in all counties.

Aetna HSA Base Plan (C40):

The HSA Base Plan has a \$4,000/\$8,000 deductible and includes preventive medical care with coverage at 100%. The preventive prescription plan, which is included in the premium, provides for a co-pay of \$15/35/50 for prescriptions for certain medical conditions including asthma, diabetes, high blood pressure, and cholesterol prior to meeting the deductible. The HSA Base Plan will pay 100% of all medical once the deductible is met. However, employees will still be responsible for co-pays for prescription medications of \$15/35/50 after the deductible is met. The cost for the HSA Base Plan is \$450. Tri-County will pay \$360 for budgetary reasons. The cost to the employee for employee only coverage this year will be \$90 monthly. The monthly cost to the employee for employee and spouse is \$622; employee and children is \$572 and employee and family is \$1103. The HSA employee account can be administered through JPMorgan Chase Bank or through other bank choices.

Aetna HSA Buy-Up Plan (OMAC PPO):

The HSA Middle Plan has a \$1,500/\$3,000 deductible and includes preventive medical care with coverage at 100%. The preventive prescription plan, which is included in the premium, provides for a co-pay of \$15/35/50 for prescriptions for certain medical conditions including asthma, diabetes, high blood pressure, and cholesterol prior to meeting the deductible. The HSA Buy-Up Plan will pay 80% of all medical once the deductible is met. However, employees will still be responsible for co-pays for prescription medications of \$15/35/50 after the deductible is met. The cost for the HSA Buy-Up Plan is \$573. Tri-County will pay \$360. The employee only cost is \$213 per month. The cost to the employee for employee and spouse is \$799; employee and children is \$744, and employee and family is \$1327. The HSA employee account can be administered through JPMorgan Chase Bank or through other bank choices.

Aetna PPO Plan Buy Up (OMAC PPO):

This option offers a \$2,500/\$7,500 deductible with a 70%/30% coinsurance, \$50 PCP/\$60 Specialist office co-pay and prescriptions at \$20/40/70 after a \$200 deductible. The cost of this plan is \$624.46. Tri-County will pay \$360 toward the employee only cost. The cost to the employee is \$264 per month. The cost to the employee for employee and spouse is \$876; employee and children is \$818 and employee and family is \$1430.

LTD, Life and ADD

The Leadership Team is recommending that MetLife provide LTD, Life & AD&D resulting in a premium savings of \$9,915.

For the Board's information, Guardian will provide voluntary dental coverage and VSP will provide the vision coverage for employees.

Supporting Documentation:

Spreadsheet – FY 2012 Health Insurance HSA and PPO Renewal Spreadsheet – FY 2012 United Healthcare Option Proposal – FY 2012 LTD, Life and AD&D and Ancillary Plans

Recommended Action:

Approve Recommendation for Tri-County Services FY 2012 Employee Health, LTD, Life & AD&D Insurance Plans

Health Proposal for **Tri County Services** Effective October 1, 2011

					CIODCI 1, 2011					
Carrier Name					Aetna Current			Aetna Renewal -		
Plan Network			OAMC			OAMC				
Plan Name				HSA C40	HSA C15	B15 **	HSA C40	HSA C15	B15 **	
Benefit Details				Embedded	Aggregate		Embedded	Aggregate	PPO	
Office Visit				Deductible	Ded. & Coins.	\$40 Copay	Deductible	Ded. & Coins.	\$50 Copay	
Specialty Doctor Office Visit				Deductible	Ded. & Coins.	\$50 Copay	Deductible	Ded. & Coins.	\$60 Copay	
Preventive Care*				Covered 100%	Covered 100%	Covered 100%	Covered 100%	Covered 100%	Covered 100%	
Individual Deductible-In Network				\$4,000	\$1,500	\$1,500	\$4,000	\$1,500	\$2,500	
Family Deductible-In Network				\$8,000	\$3,000	\$4,500	\$8,000	\$3,000	\$7,500	
Coinsurance				100%	80%	70%	100%	80%	70%	
Individual OOP - In-Network (includes deductible)		M		\$4,000	\$2,500	\$5,000	\$4,000	\$2,500	\$6,000	
Family OOP - In-Network (includes deductible)	ВΛ	I D	H I	\$8,000	\$5,000	\$15,000	\$8,000	\$5,000	\$18,000	
Lifetime Maximum	S E	D	G	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	
In/Out Patient Hospital Services		L E	Н	Deductible	Ded. & Coins.	Ded. & Coins.	Deductible	Ded. & Coins.	Ded. & Coins.	
Urgent Care				Deductible	Ded. & Coins.	\$50 copay	Deductible	Ded. & Coins.	\$50 copay	
Emergency Room				Deductible	Ded. & Coins.	\$150 Copay + 30%	Deductible	Ded. & Coins.	\$150 Copay +	
Prescriptions				Copays apply after deductible	Copays apply after deductible	\$200 deductible \$15/\$40/\$60	Copays apply after deductible	Copays apply after deductible	\$200 deductible \$20/\$40/\$70	
Preventive Medications Rider				\$15/\$35/\$50	\$15/\$35/\$50	N/A	\$15/\$35/\$50	\$15/\$35/\$50	N/A	
Preventive Care				*See Policy	*See Policy	N/A	*See Policy	*See Policy	N/A	
Monthly Total Rate				HSA C40	HSA C15	B15 **	HSA C40	HSA C15	PPO	
Employee Only	127	31	25	\$422.24	\$536.72	\$588.17	\$449.91	\$572.97	\$624.46	
Employee/Spouse	4	2	1	\$916.85	\$1,082.25	\$1,188.75	\$981.61	\$1,159.42	\$1,235.87	
Employee/Children	2	1	0	\$870.61	\$1,031.25	\$1,132.61	\$931.91	\$1,104.59	\$1,178.72	
Employee/Family	0	0	0	\$1,365.23	\$1,573.52	\$1,733.19	\$1,463.62	\$1,687.53	\$1,790.12	
	133	34	26	\$59,033.10	\$19,834.07	\$15,893.00	\$62,928.83	\$21,185.50	\$16,847.37	
Annual Total					\$1,137,122	\$1,137,122		\$1,211,540		
% Change from Current					N/A			6.5%		

Health Proposal for **Tri County Services**

Effective	October 1	2011
checuve	October 1	. 2011

				ective October	172011				
Carrier Name		Aetna Current			QUOTE - UHC				
Plan Network	1			OAMC		Choice Plus Network			
Plan Name				HSA C40	HSA C15	8Tf-P	8T-A	7NQ-P	
Benefit Details						Embedded	Aggregate		
Office Visit				Deductible	Ded. & Coins.	Deductible	Ded. & Coins.	\$30 Copay	
Specialty Doctor Office Visit	1			Deductible	Ded. & Coins.	Deductible	Ded. & Coins.	\$30 Copay	
Preventive Care*				Covered 100%	Covered 100%	Covered 100%	Covered 100%	Covered 100%	
Individual Deductible-In Network	1			\$4,000	\$1,500	\$4,000	\$1,500	\$1,500	
Family Deductible-In Network	1			\$8,000	\$3,000	\$8,000	\$3,000	\$3,000	
Coinsurance				100%	80%	100%	80%	80%	
Individual OOP - In-Network (includes deductible)		M		\$4,000	\$2,500	\$5,000	\$3,000	\$5,000	
Family OOP - In-Network (includes deductible)	D 4	I D	H	\$8,000	\$5,000	\$10,000	\$6,000	\$10,000	
Lifetime Maximum	B A S E	D	I G	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	
In/Out Patient Hospital Services	1	L E	Н	Deductible	Ded. & Coins.	Deductible	Ded. & Coins.	Ded. & Coins.	
Urgent Care	1			Deductible	Ded. & Coins.	Deductible	Ded. & Coins.	\$50 copay	
Emergency Room	1			Deductible	Ded. & Coins.	Deductible	Ded. & Coins.	\$150 Copay	
Prescriptions				Copays apply after deductible	\$10/\$30/\$60				
Preventive Medications Rider	1			\$15/\$35/\$50	\$15/\$35/\$50	Not Available	Not Available	N/A	
Preventive Care				*See Policy	*See Policy	*See Policy	*See Policy	N/A	
Monthly Total Rate				HSA C40	HSA C15	8Tf-P	8T-A	7NQ-P	
Employee Only	127	31	25	\$422.24	\$536.72	\$462.09	\$529.91	\$566.72	
Employee/Spouse	4	2	1	\$916.85	\$1,082.25	\$1,002.73	\$1,149.90	\$1,229.78	
Employee/Children	2	1	0	\$870.61	\$1,031.25	\$951.90	\$1,091.61	\$1,167.44	
Employee/Family	0	0	0	\$1,365.23	\$1,573.52	\$1,492.54	\$1,711.61	\$1,830.50	
	84	66	63	\$59,033.10	\$19,834.07	\$64,600.15	\$19,818.62	\$15,397.78	
Monthly Total				\$94,7	60.17		\$99,816.55		
Annual Total				\$1,13	7,122		\$1,197,799		
Annual Increase/Decrease from Current				N,	/A		\$60,677		
% Change from Current				N,	/A		5%		

Ancillary Propos	sal - Tri County Services
5 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Employer Paid- Life / AD&D	MetLife
Amount	2 X Salary + \$5000
Maximum	300,000
Rate	0.114
Rate Guarantee through	2 Years
Employer Paid - LTD	MetLife
Desciption	Full Time Employees
Monthly Benefit	60% of Covered Earnings
Maximum	10,000
Rate	0.408 Per \$100 of covered payroll
Elimination Period	90 days
Rate Gurantee through	2 Years
Maximum Benefit Duration	Age 65
Emp	l ployee Paid
Voluntary Life / AD&D	MetLife
Guarantee Issue Amount	\$100,000
Rate Guarantee through	2 Years
Voluntary STD	MetLife
Description	Full Time Employees
Weekly Benefit	60% of Covered earnings
Maximum	\$1,000.00
Minimum	\$20.00
Maximum Benefit Duration	11 weeks
Monthly Premium	Age Rated
Rate Guarantee through	2 Years
Voluntary Dental	Guardian
Calendar Year Max	\$1,500.00
Deductible	\$50.00
Preventative	100%
Basic Services	80%
Major Services	50%
Ortho	\$1,500.00
Out of netwwork benefit	Scheduled Fee
Rollover dollars	Yes
Endo and Perio	Basic 80%
Rates:	PPO DHMO
employee only	\$23.74 \$9.48
employee + one	\$55.79 \$18.66
employee + 2 or more	\$94.22 \$27.00
Rate Gurantee through	Oct. 2012
Valuatami Vision	Constitute of
Voluntary Vision	Guardian
Benefit Copays	12/12/2024 \$10/\$25
Rate Gurantee through	Oct. 2012
Employee only	\$6.34
employee + one	\$12.67
employee +2 or more	\$12.67
employee +4 of filore	\$10.00

Agenda Item: 3rd Quarter FY 2011 Quarterly Investment Report

Board Meeting Date

July 28, 2011

Committee: Business

Background Information:

This report is provided to the Board of Trustees of Tri-County Services in accordance with Board Policy on fiscal management and in compliance with Chapter 2256: Subchapter A of the Public Funds Investment Act.

Supporting Documentation:

Quarterly TexPool Investment Report

Quarterly Interest Report

Recommended Action:

For Information Only

QUARTERLY INVESTMENT REPORT TEXPOOL FUNDS

For the Period Ending May 31, 2011

GENERAL INFORMATION

This report is provided to the Board of Trustees of Tri-County Services in accordance with Board Policy on fiscal management and in compliance with Chapter 2256; Subchapter A of the Public Funds Investment Act.

Center funds for the period have been partially invested in the Texas Local Government Investment Pool (TexPool), organized in conformity with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and the Public Funds Investment Act, Chapter 2256 of the Texas Government Code. The Comptroller of Public Accounts is the sole officer, director, and shareholder of the Texas Treasury Safekeeping Trust Company which is authorized to operate TexPool. Pursuant to the TexPool Participation Agreement, administrative and investment services to TexPool are provided by Chase Bank of Texas National Association; its parent company, The Chase Manhattan Bank; and the First Southwest Asset Management, Inc. The Comptroller maintains oversight of the services provided. In addition, the TexPool Advisory Board, composed equally of participants in TexPool and other persons who do not have a business relationship with TexPool, advises on investment policy and approves fee increases.

TexPool investment policy restricts investment of the portfolio to the following types of investments:

Obligations of the United States Government or its agencies and instrumentalities with a maximum maturity of 13 months;

Fully collateralized repurchase agreements and reverse repurchase agreements with a defined termination date not to exceed 90 days, secured by any obligation of the United States, its agencies or its instrumentalities. These agreements may be placed only with primary government securities dealers, state, or national banks doing business in the State of Texas.

No-load money market mutual funds are regulated by the Securities and Exchange Commission and rated AAA or equivalent by at least one nationally recognized rating service. The money market mutual fund must maintain a dollar-weighted average stated maturity of 60 days or less and include in its investment objectives the maintenance of a stable net asset value of \$1.00.

TexPool is governed by the following specific portfolio diversification limitations;

100% of the portfolio may be invested in obligations of the United States.

100% of the portfolio may be invested in direct repurchase agreements for liquidity purposes.

Reverse repurchase agreements will be used primarily to enhance portfolio return within a limitation of up to one-third (1/3) of total portfolio assets.

No more than 15% of the portfolio may be invested in approved money market mutual funds.

The weighted average maturity of TexPool cannot exceed 60 days and the maximum maturity for any individual security in the portfolio is limited to thirteen (13) months.

TexPool seeks to maintain a net asset value of \$1.00 and is designed to be used for investment of funds which may be needed at any time.

STATISTICAL INFORMATION

Market Value for the Period

Portfolio Summary	March	April	May
Uninvested Balance	118,650.24	(89,341.27)	(1,278.38)
Accrual of Interest Income	16,523,997.09	14,792,483.31	9,530,135.41
Interest and Management Fees Payable	(2,288,555.77)	(1,628,026.05)	(1,208,275.93)
Payable for Investments Purchased	(350,918,507.10)	(105,914,097.60)	(129,894,466.00)
Repurchase Agreements	7,993,683,000.00	7,053,729,000.00	7,287,176,000.00
Mutual Fund Investments	0.00	0.00	0.00
Government Securities	10,009,657,960.21	9,961,092,684.67	9,049,925,064.87
U.S. Treasury Bills	0.00	163,999,344.00	0.00
U.S. Treasury Notes	479,748,025.00	535,198,661.00	334,497,137.00
TOTAL	\$18,146,524,569.67	\$17,621,180,708.06	\$16,550,024,316.97

Book Value for the Period

Type of Asset	Beginning Balance	Ending Balance
Uninvested Balance	(842.22)	(1,278.38)
Accrual of Interest Income	16,102,871.37	9,530,135.41
Interest and Management Fees Payable	(2,225,081.06)	(1,208,275.93)
Payable for Investments Purchased	(85,912,808.00)	(129,894,466.00)
Repurchase Agreements	9,361,232,000.00	7,287,176,000.00
Mutual Fund Investments	0.00	0.00
Government Securities	9,463,521,020.74	9,048,170,909.71
U.S. Treasury Bills	0.00	0.00
U.S. Treasury Notes	301,266,060.28	334,322,718.04
TOTAL	\$19,053,983,221.11	\$16,548,095,742.85

Portfolio By Maturity as of May 31, 2011

2 to 7 days	8 to 90 day	91 to 180 days	181 to 397 days
50.2%	36.5%	7.2%	6.1%

Portfolio By Type of Investments as of May 31, 2011

Repurchase	T-Bills	Mutual Funds	Agency Notes	Agency Discounts	T-Notes	Treasury Bills
43.7%	None	None	54.3%	None	None	2.0%

SUMMARY INFORMATION

On a simple daily basis, the monthly average yield was 0.15% for March, 0.11% for April and 0.08% for May.

As of the end of the reporting period, market value of collateral supporting the Repurchase Agreements was at least 102% of the Book Value.

The weighted average maturity of the fund as of May 31, 2011 was 40 days.

The net asset value as of May 31, 2011 was 1.00012.

The total amount of interest distributed to participants during the period was (\$1,016,927.33).

This quarter TexPool interest rates exceeded the 90 Day T-Bill rates during the entire reporting period.

TexPool has a current money market fund rating of AAAm by Standard and Poors.

During the reporting period, the total number of participants has increased to 2,248.

Funds assets are safekept at the State Street Bank in the name of TexPool in a custodial account.

During the reporting period, the investment portfolio was in full compliance with Tri-County Services' Investment Policy and with the Public Funds Investment Act.

Submitted by:

Millie McDuffey	Date
Chief Financial Officer / Investment Officer	
Cindy Sill // Executive Director / Investment Officer	Date /

TRI-COUNTY SERVICES QUARTERLY INTEREST EARNED REPORT FISCAL YEAR 2011 AS OF MAY 2011

	INTEREST EARNED									
BANK NAME		1st QTR.	2	nd QTR.	3rd QTR.		4th QTR.	ΥT	D TOTAL	
First Liberty National Bank	\$	22.39	\$	22.43	\$	23.44		\$	68.26	
JP Morgan Chase (HBS)	\$	283.05	\$	1,940.72	\$	1,774.25		\$	3,998.02	
Merrill Lynch - 07152	\$	78.55	\$	31.04	\$	-		\$	109.59	
Merrill Lynch - 07221	\$	13.80	\$	7.93	\$	-		\$	21.73	
Prosperity Bank	\$	14.11	\$	14.21	\$	14.72		\$	43.04	
TexPool Participants	\$	337.44	\$	256.70	\$	189.28		\$	783.42	
Texas Capital Bank	\$	957.00	\$	957.00	\$	957.00		\$	2,871.00	
Hillcrest Bank	\$	235.00	\$	705.00	\$	705.00		\$	1,645.00	
Redeemed 4/22/11 Libertad Bank	\$	1,212.51	\$	1,212.51	\$	700.57		\$	3,125.59	
Tradition Bank	\$	9,574.20	\$	9,610.21	\$	9,966.64		\$	29,151.05	
Total Earned	\$	12,728.05	\$	14,757.75	\$	4,364.26	\$ -	\$	41,816.70	

Agenda Item: May & June 2011 Board of Trustees' Unit
Financial Statements

Committee: Business

Background Information:

None

Supporting Documentation:

May & June 2011 Board of Trustees' Unit Financial Statements

Recommended Action:

For Information Only

Unit Financial Statement FY 2011													
		May 11 Actuals	ı	May 11 Budgeted	,	/ariance	YTD Actual	YTD Budget	`	/ariance	Percent	Budge	jet
Revenues 80103998 Allocated Revenue	\$	3,108.00	\$	3,108.00	\$	-	\$27,976.00	\$27,976.00	\$	-	0.00%	\$37,300	0.00
Total Revenue	\$	3,108.00	\$	3,108.00	\$	-	\$27,976.00	\$27,976.00	\$	-	0.00%	\$37,300	0.00
Expenses													
80105275 Food Items	\$	177.41	\$	208.00	\$	(30.59)	\$ 1,421.74	\$ 1,876.00	\$	(454.26)	75.79%	\$ 2,500	0.00
80105320 Insurance-Worker Compensation	\$	28.00	\$	43.00	\$	(15.00)	\$ 153.69	\$ 181.00	\$	(27.31)	84.91%	\$ 400	0.00
80105388 Legal Fees	\$	1,500.00	\$	1,500.00	\$	-	\$13,500.00	\$13,500.00	\$	-	100.00%	\$ 18,000	0.00
80105415 Miscellaneous Expense	\$	-	\$	-	\$	-	\$ -	\$ -	\$	-	0.00%	\$	-
80105605 Postage-Express Mail	\$	-	\$	-	\$	-	\$ -	\$ -	\$	-	0.00%	\$	-
80105715 Supplies - Office	\$	-	\$	25.00	\$	(25.00)	\$ 70.16	\$ 225.00	\$	(154.84)	31.18%	\$ 300	0.00
80105750 Training	\$	-	\$	375.00	\$	(375.00)	\$ 3,894.00	\$ 3,375.00	\$	519.00	115.38%	\$ 4,500	0.00
80105755 Travel - Local	\$	70.97	\$	100.00	\$	(29.03)	\$ 713.72	\$ 900.00	\$	(186.28)	0.00%	\$ 1,200	0.00
80105757 Travel - Non-local Mileage/Air	\$	298.16	\$	333.00	\$	(34.84)	\$ 2,119.57	\$ 3,001.00	\$	(881.43)	70.63%	\$ 4,000	0.00
80105758 Travel - Non-local Hotel	\$	508.52	\$	458.00	\$	50.52	\$ 1,031.34	\$ 4,126.00	\$	(3,094.66)	25.00%	\$ 5,500	0.00
80105759 Travel - Meals	\$	664.70	\$	75.00	\$	589.70	\$ 754.56	\$ 675.00	\$	79.56	111.79%	\$ 900	0.00
Total Expenses	\$	3,247.76	\$	3,117.00	\$	130.76	\$23,658.78	\$27,859.00	\$	(4,200.22)	84.92%	\$37,300	0.00
Total Revenue minus Expenses	\$	(139.76)	\$	(9.00)	\$	(130.76)	\$ 4,317.22	\$ 117.00	\$	4,200.22	-84.92%	\$	-

Unit Financial Statement FY 2011												
		June 11 Actuals		June 11 Budgeted	v	ariance	YTD Actual	YTD Budget	\	/ariance	Percent	Budget
Revenues 80103998 Allocated Revenue	\$	3,108.00	\$	3,108.00	\$	-	\$31,084.00	\$31,084.00	\$	-	0.00%	\$37,300.00
Total Revenue	\$	3,108.00	\$	3,108.00	\$	-	\$31,084.00	\$31,084.00	\$	-	0.00%	\$37,300.00
Expenses												
80105275 Food Items	\$	226.02	\$	208.00	\$	18.02	\$ 1,647.76	\$ 2,084.00	\$	(436.24)	79.07%	\$ 2,500.00
80105320 Insurance-Worker Compensation	\$	6.59	\$	23.00	\$	(16.41)	\$ 160.28	\$ 204.00	\$	(43.72)	78.57%	\$ 400.00
80105388 Legal Fees	\$	1,500.00	\$	1,500.00	\$	-	\$15,000.00	\$15,000.00	\$	-	100.00%	\$18,000.00
80105415 Miscellaneous Expense	\$	-	\$	-	\$	-	\$ -	\$ -	\$	-	0.00%	\$ -
80105605 Postage-Express Mail	\$	-	\$	-	\$	-	\$ -	\$ -	\$	-	0.00%	\$ -
80105715 Supplies - Office	\$	-	\$	25.00	\$	(25.00)	\$ 70.16	\$ 250.00	\$	(179.84)	28.06%	\$ 300.00
80105750 Training	\$	1,425.00	\$	375.00	\$	1,050.00	\$ 5,319.00	\$ 3,750.00	\$	1,569.00	141.84%	\$ 4,500.00
80105755 Travel - Local	\$	227.48	\$	100.00	\$	127.48	\$ 941.20	\$ 1,000.00	\$	(58.80)	0.00%	\$ 1,200.00
80105757 Travel - Non-local Mileage/Air	\$	308.70	\$	333.00	\$	(24.30)	\$ 2,428.27	\$ 3,334.00	\$	(905.73)	72.83%	\$ 4,000.00
80105758 Travel - Non-local Hotel	\$	1,432.91	\$	458.00	\$	974.91	\$ 2,464.25	\$ 4,584.00	\$ ((2,119.75)	53.76%	\$ 5,500.00
80105759 Travel - Meals	\$	67.21	\$	75.00	\$	(7.79)	\$ 821.77	\$ 750.00	\$	71.77	109.57%	\$ 900.00
Total Expenses	\$	5,193.91	\$	3,097.00	\$	2,096.91	\$28,852.69	\$30,956.00	\$ ((2,103.31)	93.21%	\$37,300.00
Total Revenue minus Expenses	\$	(2,085.91)	\$	11.00	\$(2,096.91)	\$ 2,231.31	\$ 128.00	\$	2,103.31	-93.21%	\$ -

Agenda Item: Montgomery Supported Housing, Inc. Update

Board Meeting Date

July 28, 2011

Committee: Business

Background Information:

Independence Place apartments are now full with four persons on the waiting list and additional applications are coming in each day. McDougal Property Management and Tri-County staff are assisting the residents as they move in and everything is going well so far.

The Montgomery Supported Housing, Inc. (MSHI) Board selected Carlos Taboada & Company, P.C. to complete the Cost Certification Audit which is due to HUD on August 22nd. After this audit is complete, staff will begin a series of tasks associated with the Final Closing for the project. Staff is hopeful that Final Closing can occur in September of this year, but it could take longer to accomplish the remaining steps.

Supporting	Documentation:

Groundbreaking Pictures

Recommended Action:

For Information Only



The Ribbon Cutting for Independence Place June 13^{th} , 2011



UPCOMING MEETINGS

AUGUST 25, 2011 - Board Meeting

- Approve Minutes from July 28, 2011 Board Meeting
- Longevity Recognition Presentations
- Approve Goals & Objectives for FY 2012
- Community Resources Report for July 2011
- Consumer Services Report for July 2011
- Program Updates for July 2011
- Personnel Report for July 2011
- Annual Election of FY 2012 Board Officers
- Executive Director's Evaluation, Compensation & Contract for FY 2012
- Texas Council Quarterly Meeting Report
- > Approve July Financial Statements
- ➤ Approve FY 2012-2013 Department of State Health Services Performance Contract
- ➤ Approve FY 2012-2013 Department of Aging & Disabilities Services Performance Contract
- Approve FY 2012 Avail Solutions Contract
- ➤ Approve FY 2012 Kingwood Pines Inpatient Hospital Contract
- Approve FY 2012 Cypress Creek Inpatient Hospital Contract
- Approve FY 2011 Year End Budget Revisions
- Approve Proposed FY 2012 Operating Budget
- ≥ 2nd Quarter FY 2011 Medicaid Rehabilitation Services Revenue Settle-up Report
- July 2011 Board of Trustees' Unit Financials
- Other Business Committee Issues

SEPTEMBER 22, 2011 - Board Meeting

- Approve Minutes from August 25, 2011 Board Meeting
- > Reappoint MHPNAC Members
- Reappoint IDDPNAC Members
- Planning Network Advisory Committee Annual Reports
- Annual Corporate Compliance Report and 1st Quarter Corporate Compliance Training
- Community Resources Report for August 2011
- Consumer Services Report for August 2011
- Program Updates for August 2011
- Year to Date Goals & Objectives Progress Report
- Appoint Texas Council Representative and Alternate for FY 2012
- ▶ Board of Trustees' Reappointments and Oaths of Office
- Board of Trustees' Committee Appointments
- ➤ Analysis of Board Member's Attendance at FY 2011 Regular and Called Board Meetings
- Personnel Report for August 2011
- Review August 2011 Preliminary Financial Statements
- > 401(a) Account Review
- August 2011 Board of Trustees' Unit Financials
- Montgomery Supported Housing, Inc. Update
- Other Business Committee Issues

Psychiatric Emergency Treatment Center

Program Updates



Presentation Outline

- I. Defining Psychiatric EmergencyTreatment Center (PETC)
- II. Comparison of PETC to CRU
- III. PETC Transition & Updates
- IV. Positive Outcomes
- V. Current Challenges
- VI. Question and Answer

Defining PETC

DSHS Crisis Standards defines as -

"Short-term residential treatment designed to reduce acute symptoms of mental illness provided in a secure and protected clinically staffed, psychiatrically supervised, treatment environment that complies with a crisis stabilization unit licensed under **Chapter 577 of the Texas Health and** Safety Code and Title 25, Part I, Chapter 411, Subchapter M of the **Texas Administrative Code.**"

PETC Defined Cont.

 Texas Administrative Code: Crisis stabilization unit (CSU)--A mental health facility operated by a community center or other entity designated by the Texas Department of Mental Health and Mental Retardation in accordance with Texas Health and Safety Code, §534.054, that provides treatment to individuals who are the subject of a protective custody order issued in accordance with Texas Health and Safety Code, §574.022.

PETC Defined Cont.

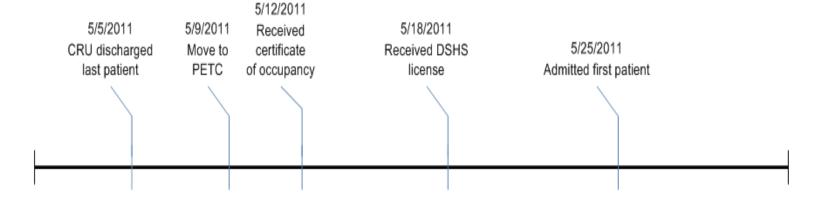
- Facility is licensed by DSHS and subject to audits, sanctions, penalties and licensure suspension for non-compliance
- Standards allow program to serve up to 16 patients at a given time
- Average length of stay has been 3.5
- Maximum length of stay of 14 days
- Both voluntary and court-ordered clients are eligible for admission

Factors Distinguishing PETC from CRU

- Census
- Number of Admissions
- Average Length of Stay
- Patient Acuity
- Involuntary Legal Status
- Changes in staffing ratios
- Modification to pre-admission component

Transition & Implementation





5/1/2011

Transition to PETC

- All nursing and staff resources required to be present on the unit as much as possible
- Limited, very minimal role of nursing staff in pre-admission functions
- Adaptation to new physical environment and patient population
- Environmental rounds and safety checks critical

PETC Data

- III admissions to date vs CRU monthly admissions averaging 50
- Average Length of Stay (ALOS) of 3.54 days vs. CRU ALOS of 4.55
- Increased admissions and decreased length of stays place greater demands on nursing staff to complete lengthy admissions/discharge assessments and required documentation

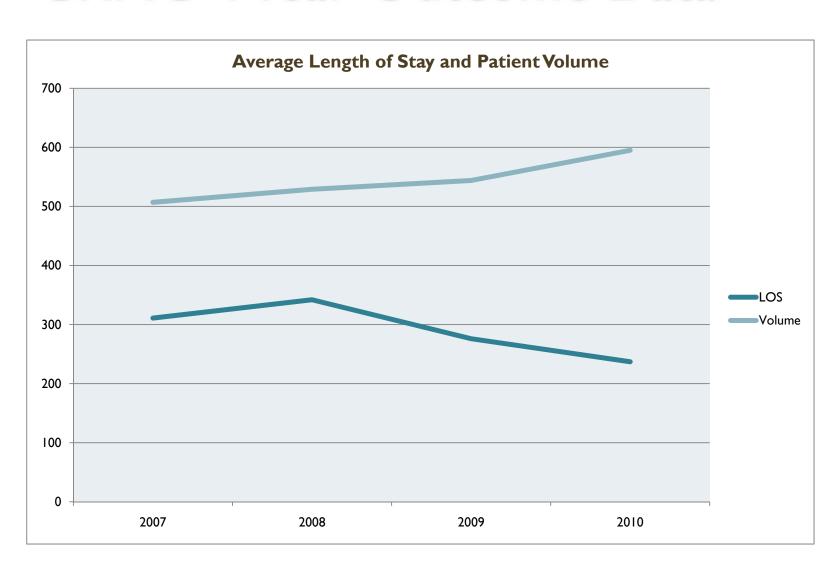
Positive Outcomes

- 77 admissions in June represents the highest historical admissions count
- Referrals from community stakeholders including hospital ERs and law enforcement increased by one third
- MCHD EMS data demonstrates that the turnaround time for patient drop-offs at PETC is I/3 that of other Emergency Departments

Positive Outcomes Cont.

- Conroe Regional dashboard data demonstrates that the average psychiatric patient length of stay is decreasing significantly while the volume of psychiatric patients is rising
- Community surveys from stakeholders are overwhelmingly positive

CRMC 4 Year Outcome Data



Positive Outcomes Cont.

- Patients suffering from severe psychiatric symptoms and impairment in functioning have been effectively stabilized and restored to a more adaptive level of functioning
- The PETC appears to have clinical outcomes comparable to larger, more intensive inpatient environments with shorter length of stays required for stabilization

Legal Status

- Voluntary Admissions = 98 or 88%
- Involuntary Admissions = 13 or 12%
- Legal status fluctuates and frequently converts
- When client attempts to leave against medical advice (AMA), a psychiatrist must see the patient face-to-face within 4 hours of the discharge request

Patient Acuity

- Significantly higher patient acuity requiring one-to-one increases safety risks and impacts staffing ratios
- Number of incident reports have increased significantly compared to CRU
- Fewer patients able to participate in day programming, greater need for individual attention
- Require more assistance with activities of daily living such as hygiene and overall support

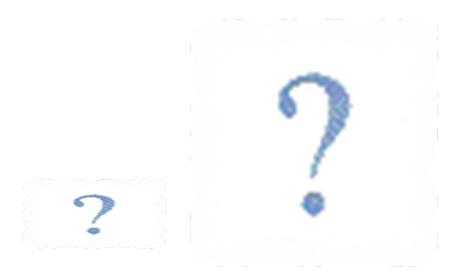
Staffing Challenges

- Significant number of unfilled shifts
- Ongoing challenges to staff recruitment such as passing required pre-employment checks and tests
- Staff competency issues due to lack of psychiatric experience and new grads
- State-wide nursing shortages and increased competition from local healthcare settings

Reduced Resources for Pre-Admission Functions

- Approximately 50% of all community referrals are not appropriate for admission
- Most of these persons received evaluation and stabilization services in ICES or CRU Pre-Admission
- These referrals and walkins divert resources for PETC patient care and impact the minimum staffing ratio and safety of the milieu

Questions or Comments





Executive Director's Report July 28, 2011

Information

- Next regularly scheduled Board meeting is Thursday, August 25th; this will be a lengthy and very important meeting as you will consider the annual operating budget, DSHS and DADS' contracts, provider contract renewals and year-end budget revision and other routine business.
- The 22nd annual Burnham Classic is August 5-7th; please consider attending the Friday night dinner great people and lots of fun.
- The Texas Council quarterly meeting is August 5-6th and Sharon Walker will be representing the Center.

Operations

 <u>Department of State Health Services (DSHS)</u> – As of this date, we still have not received our FY 2011-12 contract or allocations; however, DSHS staff have stated that we should receive our documents soon.

Our contract manager advised me last week that we will be receiving about \$80,000 additional adult MH funding for this fiscal year. We are significantly exceeding our service targets and will not have trouble using these funds to cover those costs.

DSHS conducted a statewide treatment plan review and the average compliance was 56% and our score, after appeal, was 52%. The majority of the community centers did not agree with the findings and submitted appeals. Additionally, Texas Council staff and community center representatives met with DSHS staff to discuss the inter-rater reliability scores (58%) and the DSHS' staff interpretation of the Texas Administrative Code. There was minimal changes approved by DSHS and this discussion will continue in the coming months. We had already implemented a new treatment plan curriculum and our plan of improvement included additional training and competency testing for managers and staff.

We are anxiously awaiting guidance from DSHS about the implementation of Rider 82 which instructed DSHS to permit centers to move funding among strategies based upon local stakeholder input. This would be very beneficial to our center as we received a substantial amount of crisis funds as a result of the prorated distribution of these funds.

Department of Aging and Disability Services (DADS) – As of this date, we still have not received our FY 2011-12 contract or allocations; however, our DADS' contract manager stated that they hoped to send them by the end of this week. She stated that we could safely project a 27% reduction in funding and this is the figure that we are using in our budget development, approximately \$550,000 to 585,000. We are pleased that DADS is eliminating some of the administrative contract requirements in the coming year in response to the reduced.

Our staff are busy enrolling individuals into the Texas Home Living (TxHmL) program and this will partially offset the reduced general revenue funding; we are anticipating earning about \$130,000 through these services. We have received 32 slots since April and are requesting that another 4 individuals receive one of these slots. In order to qualify, individuals must be Medicaid recipients.

The Helen Dishongh building on Truman Street, Cleveland, re-opened in June and our IDD and MH services are housed at this facility. We will host an Open House later and invite the community to see our remodeled space.

Texas Correctional Office on Offenders with Medical and Mental Impairments (TCOOMMI) – I was notified in mid-July that our TCOOMMI juvenile mental health program would not be funded in FY 2012 as a result of the Legislature's reduced funding for these programs. We have already notified staff and local officials that this program will no longer exist. We will transfer the youth who are currently being served to our Children's mental health services; some will continue to receive minimal support services and ours will be served until we can transition them to other providers.

TCOOMMI did agree to fully fund the Director and licensed clinician's salary in the adult program budget.

- East Texas Behavioral Healthcare Network (ETBHN) Another center has decided to contract with ETBHN for mental health service authorizations and two other centers have indicated a definite interest in this service. One of our staff manages this process and does an outstanding job; we are reimbursed for her time spent managing this process. As Texas community centers are adapting to shrinking dollars, the ETBHN services are increasingly attractive and the staff are making presentations and submitting proposals to several centers.
- The ETBHN Board and staff retreat is September 8-9th in Galveston and there will be several important topics, including the expansion of managed Medicaid, Legislative session review, budget reduction impact and innovative programs. If you have not done so already, please let Stacy know today if you plan to attend.

- Our staff met with Judge McNair, Liberty County, on Tuesday to discuss the
 emergency assessment and commitment process. He was concerned about the
 manner in which local law enforcement agencies are handling these processes
 and asked for our guidance in resolving his concerns. Apparently, local law
 enforcement are directing individuals to the Judge's office to complete warrant
 paperwork rather than detaining an individual and bringing them to the Center
 for an evaluation. He asked that we provide additional training for the Sheriff's
 department and local police departments. Terri Bivins, Representative Otto's
 office, attended the meeting and she volunteered to invite area law enforcement
 agencies to the training.
- Shane met with Panda Express staff and we will have several "Tri-County Days" at their Conroe location. We will receive 20% of the sales proceeds and will also have a table at the restaurant on these days. The first dates are: August 19th and September 16th. In order for us to receive the proceeds from sales, the customer must present a flyer that we distribute so we will send them to our contact lists and include Board members. We will ask everyone to share with their friends and families.

Shane is also pursuing a similar partnership with Chili's restaurants; both of these restaurants had these events in support of From the Heart last year.

- The Montgomery County budget hearing yesterday was productive we received the requested amount of \$13,838, a 7% increase. The Commissioners and County Judge were appreciative of the efficiencies that we have implemented and said that was one of the reasons they approved our request.
- Letter of Appreciation from individual served at the PETC in early June attached.

DEAR PETC/CSU/TRI-COUNTY STAFF:

IT'S HARD FOR ME TO FIND WORDS TO EXPRESS THE CIPATITUDE AND APPRECIATION I HAVE IN MY HEART FOR ALL THE WONDERFUL GIFTS YOU HAVE GIVEN ME OVER THESE PAST TEN DAYS. AND YOU MAY WONDER WHAT THESE GIFTS ARE, BELAUSE YOU KNOW THAT YOU HAVEN'T GIVEN ME ANY THING WRAPPED IN FESTIVE PAPER TIED WITH A ROW. SO I'll GLAISLY SHAPE WITH YOU WHAT I'VE CONSIDERED GIFTS, IT WAS THE SMALL THINGS. A SMILE, A JOKE, A QUESTION, AT TIMES, AND OF COURSE ANSWERS. THE ONE I TREASURED MOST FROM EACH OF YOU WAS YOUR TIME. WHETHER IT BE JUST A FEW MOMENTS OF A FEW MINUTES, IT WAS VALUED THE SAME TO ME. I DON'T THINK YOU KNOW JUST HOW MUCH THAT MEANS TO THE PEOPLE WHO COME HERE. AT THE LOWEST OF LOWS AND IN DUR DARKEST HOUR, PEOPLE LIKE MYSELF COME HERE IN THE HOPES THAT YOU CAN MEND ALL THE HUPT AND FILL ALL THE HOLES WE THINK WE HAVE IN US. AND EVEN THOUGH IT'S QUITE IMPOSSIBLE FOR YOU TO DO THIS (WE HAVE TO DO THIS OURSELVES, OF COURSE) YOU OFFER SOMETHING THAT BELOMES LIKE A BAND-AID ... AN EAR TO LISTEN. 1, MYSELF, I FIND THIS TO BE THE MOST IMPORTANT STEP IN THE PROCESS OF HEALING ... THE INITIAL JUMPING OFF POINT, YOU APE THE ONES WHO PULLUS BACK FROM THE EDGE TO SAFETY, AND THAT IS SOMETHING TO BE VALUED. I HAVE THE UTMOST AESPECT FOR YOU ALL. I CONSIDER MANY OF YOU AS FRIENDS, AND ALL OF YOU WILL BE REMEMBERED AND HELD DEAR TO MY HEART FOR NOT ONLY SAVING ME, BUT TEACHING ME SOMETHING EVERY DAY, AND ALWAYS HAVING AN EAR TO LISTEN. I THANK YOU SO MUCH. I'M EVER SO GRATEFUL FOR YOU. I HOPE AND WISH YOU ALL THE BEST. A

CHIEF FINANCIAL OFFICER'S REPORT July 28, 2011

FY 2012 Budget – We are continuing to work on the FY 2011 budget. At this time, we still only have estimates for both DADS and DSHS funding, but hope to have real numbers within the next two weeks. We will continue to fine-tune our numbers between now and the August board meeting.

Fixed Asset Inventory – The fixed asset inventory process is in progress. We are also in the process of implementing the Fixed Asset module in Anasazi, in hopes that this will simplify the tracking of our fixed assets. Every two years we conduct a complete inventory, which was completed last year. This year, we are doing spot checks at various locations, as well as complete counts at locations that have moved or are new, such as the PETC facility.

County Annual Funding Request – We have submitted all the county funding requests for FY 2012. We attended the Budget hearing for Walker County on July 12th and the Montgomery County Budget hearing yesterday. Walker County will notify us of changes prior to the new fiscal year. Montgomery County approved our request for increased funding at the hearing. Liberty County does not conduct budget hearings, so we will be notified if there are any changes to our funding, hopefully prior to the beginning of the fiscal year.

FY 2011 Audit – We will be starting the preliminary work for the FY 2011 audit in August. This consists of account reconciliations, copies of contracts, board minutes, backup and approval for any fixed asset purchases. This makes the process go smoothly when the audit fieldwork begins sometime after September 1st.

FY 2010 HCS & ICF/MR Cost Reports - The HCS, ICF/MR and Texas Home Living cost reports were submitted in June. This was the first year using the new Fairbanks software for cost report data entry. The software was designed to simplify the process, but we did not find that to be true for this first year.