

**Memorandum of Understanding
Creation of a Regional Health Plan
Between Tarrant County Hospital District and
North Central Texas Counties**

This Memorandum of Understanding ("MOU") is made this 13 day of April, 2012, by and between the Tarrant County Hospital District ("District") and the undersigned North Central Texas counties (the "Participating Counties").

RECITALS

WHEREAS, the newly-approved Texas Medicaid 1115 Waiver ("Waiver") – submitted as part of the Texas Healthcare Transformation and Quality Improvement Program ("Program") and approved by the Centers for Medicaid and Medicare Services ("CMS") - requires providers to work collectively to develop and submit to the state a regional plan for healthcare delivery system reform through the formation of Regional Healthcare Partnerships ("RHPs"); and

WHEREAS, these RHPs are to be based on regions determined by the Texas Health and Human Services Commission ("HHSC"); and

WHEREAS, funds to finance the Waiver are to be provided by public hospital districts and other units of local government through Intergovernmental Transfers ("IGTs"); and,

WHEREAS, a provider may join a partnership if it obtains an affiliation with an entity that provides an IGT, participates in the regional plan, and meets related criteria as required by the Waiver; and,

WHEREAS, more than one governmental entity within any region may provide an IGT provided such transfer is consistent with the regional plan for healthcare delivery; and

WHEREAS, the District intends to provide an IGT to support indigent care and healthcare system innovation and transformation within Tarrant County; and;

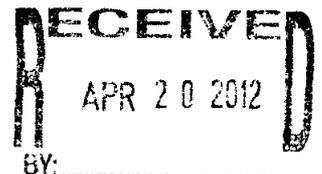
WHEREAS, the Participating Counties desire to join in an affiliation with the District for purposes of forming an RHP and may at their discretion make IGTs to support the Waiver; and,

WHEREAS, the Waiver calls for changes in four broad categories: (1) infrastructure development, (2) program innovation and redesign, (3) population-focused improvement, and (4) clinical improvements in care; and,

WHEREAS, the District and the Participating Counties desire to work collaboratively to achieve the changes envisioned by the Waiver; and

WHEREAS, the District and Participating Counties desire to enter into this MOU for the purpose of setting forth their respective responsibilities and duties,

*Reviewed/Received
04/20/12
RRT*



NOW, THEREFORE, the District and the Participating Counties agree as follows:

I.

CONDITIONS OF MUTUAL UNDERSTANDING

The District shall serve as the “anchor” for the RHP as outlined below and, in consultation and collaboration with Participating Counties, shall develop the RHP in a manner that is consistent with the terms of the Waiver and the HHSC Program. The Participating Counties shall assist the District in the development of the RHP in a manner that is consistent with the terms of the Waiver and the HHSC Program.

II.

RESPONSIBILITIES AND OBLIGATIONS OF THE DISTRICT

1. Under the terms of the Waiver, anchors are required to serve as the single point of contact, to coordinate RHP activities, and to provide administrative functions. As the anchor, the District is responsible for all such activities.
2. In coordination with the Participating Counties, the District will oversee development of the five-year regional plan (“Plan”) that will detail projects and interventions that support reforms to the regional healthcare delivery system.
3. The District will be responsible for coordinating the required submission to HHSC of all assessments for regional projects undertaken pursuant to the Plan.
4. The District will ensure that the Plan is delivered to HHSC for review and approval.
5. In coordination with the Participating Counties, the District will collect or coordinate the collection of such other data and information as required by the Plan or HHSC.

III.

RESPONSIBILITIES AND OBLIGATIONS OF PARTICIPATING COUNTIES

1. The Participating Counties will assist the District in developing the five-year Plan;
2. Participating Counties will assist the District in developing regional assessments, goals, and interventions as required under the Waiver.
3. Participating Counties may, at their discretion, make IGTs in support of the goals of the Waiver.

IV.

TERM AND TERMINATION

This MOU is effective upon signature by all Parties and shall remain in effect until terminated by either the District or all of the Participating Counties, or by the termination, expiration, or withdrawal of the Waiver, whichever occurs first. The terms and conditions of this MOU shall be reviewed annually in a joint conference between representatives of the Participating Counties and the District. Any signatory to this MOU may withdraw from the MOU upon providing the other signatories with thirty (30) days prior written notice of such withdrawal.

NOW, IN WITNESS THEREOF, the undersigned duly authorized representatives of the District and the Participating Counties have executed this MEMORANDUM OF UNDERSTANDING on the dates set forth below their respective signatures.

TARRANT COUNTY HOSPITAL DISTRICT

By: Robert Earley
Robert Earley, President and Chief Executive Officer

Date: 4/13/12

TARRANT COUNTY

By: _____
Glen Whitley, County Judge

Date: _____

ERATH COUNTY

By: _____
Tab Thompson, County Judge

Date: _____

SOMERVELL COUNTY

By: _____
Mike Ford, County Judge

Date: _____

PARKER COUNTY

By: _____
Mark Riley, County Judge

Date: _____

HOOD COUNTY

By: _____
Darrell Cockerham, County Judge

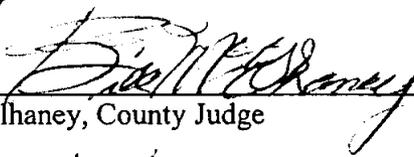
Date: _____

JOHNSON COUNTY

By: _____
Roger Harmon, County Judge

Date: _____

WISE COUNTY

By:  _____
Bill McElhaney, County Judge

Date: 04/09/12