

AGENDA ITEM # 5

July 15, 1997

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Consider granting variance to Bonnie Morgan concerning easement to 94 acre tract off County Road 201.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To grant a one time only variance of a 60 foot easement along the back portion of the 30 acre and 64 acre tracts off County Road 201 to Bonnie Morgan stipulating verification of the recorded documentation be presented to Commissioners court.

Vote: Motion carried 4 - 0

AGENDA ITEM # 6

July 15, 1997

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Consider authorizing advertising and setting date to receive bids for malpractice insurance for EMS.

No action taken on this item which will be put on the July 22, 1997 agenda.

AGENDA ITEM # 7

July 15, 1997

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Consider approving contract between Scott & White and Williamson County EMS for non-emergency transfers.

EMS Director John Sneed recommended approving the contract, and stated first priority goes to 911 calls.

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve contract between Scott & White and Williamson County EMS for non-emergency transfers.

Vote: Motion carried 4 - 0

(Clerk copy here)



SCOTT & WHITE HEALTH PLAN

VOL 0089 PAGE 869



Delivering tomorrow's health care today

June 16, 1997

Williamson County E.M.S.
P. O. Box 873
Georgetown, TX 78627

Attn: John Sneed, Director of E.M.S.
Re: Ambulance Services

Dear Mr. Sneed:

Thank you for your consideration and assistance in arranging transport services for Scott and White Health Plan (SWHP) patients through Williamson County E.M.S. This letter serves as a proposal to outline multiple components for an affiliation with Williamson County E.M.S. to provide services in the SWHP service area of *Williamson County, TX*.

Williamson County E.M.S. will provide service to patients entitled to receive ambulance services in *Williamson County, TX*. Subscribers properly enrolled in SWHP are eligible to receive covered services from Williamson County E.M.S. when their medical condition is such that it warrants life support transport.

Referring Physicians: Round Rock (512)310-3000 or Georgetown (512)819-0500

This agreement will allow for payment of emergent, urgent, and elective referrals initiated primarily through one of the Scott and White Clinics in Round Rock or Georgetown. There may be an occasional referral authorized by the Medical Director of SWHP based on individual case review.

Member Relations: (512)310-3016

A Health Plan member is not routinely responsible for a copayment for ambulance transport. A member relations coordinator can provide specifics pertaining to each member's eligibility status.

Levels of Service

Williamson County E.M.S. will provide a level of ambulance service for SWHP members with a response time appropriate for the level of transport. Examples of service levels and response times include:

Level 1. Emergent Care: Basic life support transports for those patients requiring critical care. Provider will respond within fifteen (15) to thirty (30) minutes of notification.

Level 2. Urgent Care: Basic life support transports for those patients who are medically stable, however, require close monitoring. Provider will respond within thirty (30) minutes to one (1) hour of notification.

Payment Terms:

SWHP agrees to reimburse Williamson County E.M.S. 80% of reasonable and customary billed charges in relation to emergency transport services for SWHP members when SWHP is the primary

insurance. Your current base rate of \$275 and mileage rate is \$4.40 per loaded mile is considered reasonable and customary. There may also be supply charges associated with varying types of emergency medical services which would be reasonable and customary in accordance with individual patient needs.

Claims payment: (800)678-7947, ext. 3190

Williamson County E.M.S. will submit claims for reimbursement to SWHP no later than sixty (60) days from the date such services are rendered. For patients whose primary coverage is Medicare and secondary coverage is SWHP, Provider will first file with Medicare. SWHP will pay any remaining balance up to the maximum allowable by Medicare. For Medicare primary and SWHP SeniorCare, claims must include the Medicare EOB before a claim can be processed for payment.

Claims are to be mailed to:

Scott and White Health Plan
Attn: Claims
2401 South 31st Street
Temple, Texas 76508

SWHP shall remit the total payment due for covered services within 30 days of receipt of completed claim. Upon receipt of completed claim, current time for processing is approximately 21 days.

Billing SWHP Covered Members and Hold Harmless Clause:

Provider hereby agrees in no event, including, but not limited to non-payment by SWHP, insolvency, or breach of this agreement, shall Provider, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a SWHP covered member, subscriber, enrollee, or persons other than Health Plan acting on their behalf for services provided pursuant to this agreement. This provision shall not prohibit collection of any applicable copayments, coinsurance, or deductibles billed in accordance with the terms of this agreement; or coordination of benefit activities permitted by state law and required by this agreement. Provider further agrees that (1) this provision shall survive the termination of this agreement regardless of the cause giving rise to such termination and shall be construed to be for the benefit of SWHP covered members, and (2) this provision supersedes any oral or written agreement to the contrary now existing or hereafter entered into between provider and the SWHP covered member, subscriber, enrollee or persons acting on his/her behalf. Any modification, addition, or deletion to the provisions of this shall become effective on a date no earlier than 15 days after the Commissioner of Insurance has received written notice of such proposed changes.

Operational Responsibilities

Williamson County E.M.S. shall be liable for all expenses incurred in the operation and maintenance of the ambulance vehicles. Williamson County E.M.S., at its expense, will provide full liability and accidental insurance coverage on the ambulance vehicles and hereby hold harmless the SWHP from any and all possible claims arising out of the operations of the ambulance vehicle. Williamson County E.M.S. will at all times remain liable for the action of its personnel and hold harmless the SWHP from any and all possible claims arising out of the action or conduct of Williamson County E.M.S.'s personnel.

Both SWHP and Williamson County E.M.S. will operate independently under their own charters and the agreement between SWHP and Williamson County E.M.S. shall in no way be considered a partnership or joint venture agreement.

Credentialing

It is my understanding that Williamson County E.M.S. is licensed to provide ambulance transport services through the Texas Dept. Of Health and is an approved Medicare provider; paramedics are ACLS certified. Please send copies of state licensing with evidence of liability insurance. In the event there are additional accreditations for Williamson County E.M.S., please send copies to that effect.

Two originals of this letter are enclosed. If everything meets with administrative approval, please return one with acceptance as indicated below with evidence of credentials as requested in the envelope provided. If you have questions, feel free to contact me at (254)298-3060 or digital pager (254)742-4402.

Sincerely,

Esther Ellis BSN RN

Esther Ellis, BSN, RN
Director of Provider Relations

enc: Second original
Return Envelope

My signature acknowledges agreement to details as outlined concerning SWHP arrangement and payment for ambulance transport services for SWHP members.

John C. Doerfler
Signature

Tax ID #: 74-6000978

Medicare #: _____

John C. Doerfler - County Judge
Printed Name and Title

Medicaid #: _____

Date Signed: 7-15-97 Effective Date of Agreement: _____

AGENDA ITEM # 8

July 15, 1997

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Hold public hearing on "No Parking" at low water crossing on County Road 270.

At 10:00 A.M. Judge Doerfler announced public hearing for the "No Parking" at low water crossing on County Road 270 open.

Gretchen Mickler a resident on County Road 270 addressed the court requesting the low water crossing be closed in addition to the "No Parking". The public is abusing the use of the water by driving down the river, etc.

Walter Fogel requested the situation be addressed because it is an environmental and safety issue.

At 10:25 A.M. Judge Doerfler announced public hearing for the "No Parking" at low water crossing on County Road 270 closed.

AGENDA ITEM # 9

July 15, 1997

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Consider approving "No Parking" at low water crossing on County Road 270.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To approve "No Parking" for 300 feet on each side of low water crossing on County Road 270.

Vote: Motion carried 3 - 0 Commissioner Mehevec abstaining.

Motion withdrawn by Commissioner Boatright

Second withdrawn by Judge Doerfler

This agenda item will be placed on the July 22, 1997 agenda.

AGENDA ITEM # 10

July 15, 1997

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Consider awarding, rejecting, or extending bids for construction of bridge on County Road 101.

Don Bizzell addressed the court stating apparently there was lack of communication between his office and the county as to what was to be put in the bid package. The bids received were good, but because of the wording concerning workers' compensation they may have to re-bid.

Bob Space stated workers' compensation wording was not in package, and requested re-bidding.

Dale Rye First Assistant County Attorney stated workers' compensation has a rule that we have to have specific wording and now we are aware of it we need to comply.

Dorothy Fischer, Precinct 4 Administrative Assistant stated after checking with the County Auditor's office about the ad they ran the notice in the Taylor Daily Press as a precautionary measure, and did not know there was a problem with the package.