

AGENDA ITEM # 11

November 24, 1998

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Consider granting final plat approval of Austin Payfones Subdivision.

Moved: Commissioner Heiligenstein

Seconded: Commissioner Hays

Motion: To grant final plat approval of Austin Payfones Subdivision.

Vote: Motion carried 5 - 0

AGENDA ITEM # 12

November 24, 1998

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Consider approving contract for health care services with University of Texas at Galveston for indigent residents.

Moved: Judge Doerfler

Seconded: Commissioner Hays

Motion: To approve contract for health care services with University of Texas at Galveston for indigent residents.

Vote: Motion carried 4 - 0 with Commissioner Mehevec absent from the dais.

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**AGREEMENT TO PROVIDE MEDICAL SERVICES
BETWEEN
THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
AND THE COUNTY OF WILLIAMSON**

This agreement ("Agreement") is made by and between The University of Texas Medical Branch at Galveston ("UTMB") and Williamson County, Texas (the "County") for the provision of medical services to the County's eligible indigent population.

I. Definitions – Specific terms used in this agreement are . . .

- 1.1. **Eligible Resident:** A County resident meeting the financial criteria outlined by the County. Eligible Residents must:
 - 1.1.1. Be listed on the County's approved roster provided monthly on a timely basis to UTMB, and
 - 1.1.2. Present a valid county identification card to UTMB, and
 - 1.1.3. Have a valid referral from the County indigent health care office or a physician designated by the County indigent health care office as able to make referrals.
- 1.2. **Emergency Care:** Any injury or illness that causes serious impairment to bodily functions, serious dysfunction of any bodily organ or part, serious disfigurement and/or in the case of a pregnant woman a threat to the health of the mother or of the fetus.
- 1.3. **Primary Care:** General medical care that is provided by family practitioners, pediatricians, and internal medicine physicians.
- 1.4. **Provisional Pay Status:** If the patient is deemed not an Eligible Resident, then fees will be payable based upon their financial position in accordance with UTMB established criteria. Services are contingent upon patient meeting UTMB's financial criteria for their particular status as it relates to the federal poverty level.
- 1.5. **Secondary Care:** Specialty medical care or service provided by a specialist who is asked to provide more insight and treatment regarding the medical problem of a patient who has been referred to UTMB.
- 1.6. **Tertiary Care:** Health care treatment and services within a sophisticated specialty care setting that is serving as a referral and support alternative to primary and secondary care.

II. Eligibility – The following County residents are covered . . .

Eligible Residents-UTMB will provide Secondary/Tertiary Care for County residents meeting the County's financial criteria and satisfying the requirements of

Section 1.1 above. UTMB will confirm a County resident's eligibility in the event the resident holds a valid card but does not appear on the monthly roster.

III. Scope of Services – Each contracting party has these responsibilities. . .

3.1. County's Responsibilities:

- 3.1.1. The County agrees to pay fees in accordance with Section IV below for health care services provided to Eligible Residents within 30 days of the invoice date to the UTMB Accounting Department, P.O. Box 200349, Houston, Texas 77216-0349.
- 3.1.2. The County shall screen and register patients in accordance with the provisions of the Texas Indigent Health Care and Treatment Act and the County's internal procedures in advance of treatment.
- 3.1.3. The County shall provide each indigent patient with a card that identifies the patient as an Eligible Resident and containing the information in the form identified in Exhibit A.
- 3.1.4. The County shall provide UTMB by the 25th of each month a list of Eligible Residents for the following month.
- 3.1.5. The County agrees to refer Eligible Patients through its indigent health care office or a physician designated by the County indigent health care office as able to make referrals.
- 3.1.6. The County agrees to complete the UTMB referral form as identified in Exhibit B in advance in order to authorize treatment for all Eligible Residents.
- 3.1.7. The County shall identify specific indigent health care officials who can make referrals and confirm Eligible Resident status, including the name, address and phone numbers of County officials for telephone eligibility verification and patient referral.
- 3.1.8. The County shall be solely responsible for arranging for any follow-up medical care including referral form completion for Eligible Residents treated at UTMB, subject to the Texas Indigent Health Care and Treatment Act.

3.2. UTMB's responsibilities:

- 3.2.1 UTMB agrees to provide a monthly invoice to the County within 60 days of treatment.
- 3.2.2 UTMB only agrees to provide Specialty and Tertiary Care to Eligible Residents unless the County otherwise requests in writing.
- 3.2.3 UTMB agrees to invoice the County solely for Eligible Residents referred to UTMB by the County indigent health care office or a physician designated by the County indigent health care office as able to make referrals.
- 3.2.4 UTMB agrees to provide discharge summaries and consultation reports to the County's indigent health care office.
- 3.2.5 UTMB agrees to refer all Eligible Residents back to the County's indigent care office for follow-up treatment of the referred condition.
- 3.2.6 UTMB agrees to invoice County solely for health care services rendered to Eligible Residents holding the appropriate consultation form as identified in Exhibit B.
- 3.2.7 UTMB agrees to invoice the County indigent health care office monthly for all hospital and physician services.
- 3.2.8 UTMB agrees to use reasonable efforts to inform the County of the cumulative invoiced billed charges. UTMB may provide services to Eligible Residents at its sole and absolute discretion once billed charges exceed the limits of Section IV.
- 3.2.9 UTMB agrees to provide names, addresses and phone numbers for personnel responsible for arranging for services under this Agreement.
- 3.2.10 UTMB will comply with Federal and State laws regarding emergency services. County residents presenting with non-emergent medical conditions will be referred to the County's indigent health care office for referral in accordance with the provisions of this Agreement.
- 3.2.11 UTMB agrees to provide services for non-emergent, non-eligible residents in accordance with UTMB's Provisional Pay Status.

3.2.12 UTMB shall maintain a self-funded program for professional liability coverage for faculty physicians against any liabilities or claims for damages arising by reason of personal injury or death occasioned directly or indirectly by the negligent acts or omissions of UTMB faculty physicians. As an agency of the State of Texas, liability for the tortuous conduct of non physician UTMB employees is provided solely by the provisions of Chapters 101 and 104 of the Texas Civil Practice and Remedies Code.

3.3 Services not UTMB's responsibility:

- 3.3.1 Behavioral Health, including drug and alcohol addiction.
- 3.3.2 Plastic Surgery
- 3.3.3 Oral Surgery
- 3.3.4 Outpatient Pharmacy
- 3.3.5 Transportation to and from UTMB
- 3.3.6 Any services provided after the County reaches the capped threshold of billed charges enumerated in section 4.2.
- 3.3.7 Take Home Medical Supplies
- 3.3.8 Primary Care patients

IV. Fee Schedule – The charges for services will be as follows . . .

- 4.1 UTMB agrees to provide all Eligible Resident services for a fee based on 33.3% of UTMB charges.
- 4.2 The not-to-exceed amount of services to be provided for the term of the Agreement is \$20,000 (Twenty Thousand Dollars)
- 4.3 All patients will be required to pay a co-pay at the time of service.
- 4.4 All patients will be required to pay a co-pay for hospital admissions.

V. Miscellaneous—Both parties agree to the following . . .

- 5.1 To the extent authorized by the Constitution and laws of the State of Texas, the County shall hold harmless and indemnify UTMB, the State of Texas, Board of Regents, University of Texas System and their officers, employees and agents, from and against, any and all claims, liabilities, losses, judgments, expenses

and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any act or omission of County, its officers, employees, and/or agents, including any acts constituting negligence or gross negligence. To the extent authorized by the Constitution and laws of the State of Texas, UTMB shall hold harmless and indemnify County from and against, any and all claims, liabilities, losses, judgments, expenses and/or damages resulting from or attributable to any act or omission of UTMB, its officers, medical staff or employees, including any acts constituting negligence or gross negligence.

5.2 This term of this Agreement shall be from November 1, 1998 through October 31, 1999, regardless of the date of execution. This Agreement may be terminated earlier by either party by giving thirty (30) days written notice to the other party. Execution of this Agreement shall supercede and replace the previous agreement for indigent health care between County and UTMB.

5.3 The parties agree that this Agreement shall be construed in accordance with the laws of the State of Texas and any action shall be brought in a court of competent jurisdiction in Galveston County, Texas.

5.4 This Agreement constitutes the entire Agreement between the parties. This Agreement may be amended/modified only in writing and signed by both parties.

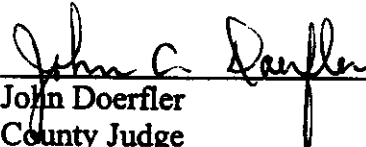
VI. Notices. Notices shall be effective only when in writing and addressed as follows...

UTMB: Richard S. Moore
Vice President for Business Affairs
UTMB Administration Bldg
Suite 621
Galveston, Texas 77555-0401
409-772-6454

County: Judge John Doerfler
Williamson County Courthouse
Georgetown, Texas 78664

COUNTY OF WILLIAMSON

THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT GALVESTON


John Doerfler
County Judge

Richard S. Moore
Vice President for Business Affairs

Date: 11.24.98

Date: _____

Exhibit A**Front of Card**

County Indigent Care Card No. _____	
Effective Date: <u>10-01-98</u>	Expiration Date: <u>10-31-98</u>
County Identification No: <u>123456</u>	Coverage: _____
Name: Mr/Mrs. County Resident	
Address: 1313 Main Street	
Your County, Texas 00000	
Telephone: 409-555-5555	
Social Security #: <u>111-22-3333</u> Date of Birth: <u>10-23-1949</u>	
Primary Care Provider: <u>Dr. UTMB Physician</u>	
_____ <i>Signature</i>	
County Indigent Care Coordinator	
_____ <i>Signature</i>	
County Indigent Patients Signature	

Cards are to be created by the County under contract to UTMB.
Each card should have a unique number assigned as a security precaution and tracking mechanism.
Each card should have an original signature by the appropriate representative of the county.
Each card should have an original signature by the resident
Each covered family member should have their own card issued. This would replace existing letters.
Card would need to be 3 1/2" x 2".

Rear of Card

UTMB Contract County Specialty Card	
Patient Must Present This Card at Time of Registration.	
Outpatient Co-pay	\$ _____
Inpatient Co-pay	\$ _____
This card is not an evidence of eligibility for benefits. Determination of eligibility will be established through the County Indigent Care Coordinator's Office.	
All appointments are to be scheduled through the County Indigent Care Coordinator's Office at (409) 560-1111. Only Specialty/Tertiary Care appointments will be made to the University of Texas Medical Branch.	

Exhibit A – Page 2

Requirements for County Eligibility Lists – Updated Eligibility Lists to be provided by 25th of month before eligibility in effect.

1. Internet Access

Identified county administrative personnel would be provided appropriate security access to load information directly into the County Eligibility Repository. They would only see their own county information. They would be able to add or revise county participants as appropriate. They would also be able to produce reports from the repository.

2. Spreadsheet Requirements (for those without Internet Access)

The following data should be provided in an Excel spreadsheet format to UT-Med Clinic Information Systems. (Detailed transmission instructions to be resolved.)

County Name
Member's Last Name (15 characters)
Member's First Name (15 characters)
Member's Middle Name (15 characters)
Gender (1 character - M or F)
Date of Birth (10 characters - MM/DD/YYYY)
Social Security Number (11 characters - 111-22-3333)
Address (20 characters)
City (15 characters)
State (2 characters)
Zip Code (9 characters)
Home Phone (10 characters)
Work Phone (10 characters)
Effective Date (10 characters – MM/DD/YYYY)
Inactive Date (10 characters – MM/DD/YYYY)
UTMB Medical Record Number (8 Characters)

Exhibit B - Clinical Information-County/District Referral Form

Date: _____ Form initiated by: _____ (county/dist.) Ph #: _____ fax #: _____

Faculty/PCP: _____ Provider #: _____ Ph. #: _____ fax #: _____

SCP: _____ Provider #: _____ Ph. #: _____ fax #: _____
(Specialty Physician's Name)Select appropriate request: Approval for: Procedure [] Referral []
Consultation [] More Visits []Procedure/Service Requested: _____
CPT: _____

Diagnosis: _____ ICD-9: _____

Symptoms: _____

Pertinent History: _____

Previous Treatments: _____

Current Meds: _____

Treatment Plan: _____

Financial Information

County/District Name: _____ Phone #: _____

County/Dist rep's name: _____ Patient's Phone #: _____

Patient Name: _____ SS#: _____

Authorization #: _____ County #: _____ Case in computer? Y / N

No. of visits approved: _____ Expiration date of approval: _____

Other pertinent information: _____

Appointment made? Y / N

Patient notified? Y / N

Date/Time of Appointment: _____

IF denied, MD notified? Y / N

IF denied, patient notified? Y / N

Authorization obtained by: _____ Date: _____

Write in Patient Information/Affix Label:

Name: _____

UH#: _____

Contract Care Approval Form**The University of Texas
Medical Branch Hospitals
Galveston, Texas**

(Do Not File in Medical Record)

AGENDA ITEM # 13

November 24, 1998

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Consider approving extension of contract for Reata Management Company and take any appropriate action.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To approve extension of contract for Reata Management Company through April 30, 1999.

Vote: Motion carried 5 - 0

AGENDA ITEM # 14

November 24, 1998

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Consider approving resolution pertaining to parking in downtown Georgetown.

Commissioner Hays read the resolution aloud and advised the Downtown Consensus Group in attendance had been working extensively on parking relief for downtown Georgetown.

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve resolution pertaining to parking in downtown Georgetown.

Vote: Motion carried 5 - 0

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