

NOV 23 2020

Approved

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Jim Simpson

TODAY'S DATE: November 16, 2020

DEPARTMENT:

X County Attorney's Office
For Sheriff's Office

SIGNATURE OF DEPARTMENT HEAD:

X _____

REQUESTED AGENDA DATE:

X Nov. 23, 2020

SPECIFIC AGENDA WORDING:

Consideration and Ratification of Nursing Home Placement Agreement Between Johnson county Texas and Coryell County Payor Authority dba Colonial Manor Nursing Center for Necessary Care for a Johnson County Corrections Inmate.

PERSON(S) TO PRESENT ITEM: Bill Moore / Jim Simpson / David Blankenship

SUPPORT MATERIAL:

TIME:

5 minutes

ACTION ITEM:

X

WORKSHOP:

(Anticipated number of minutes needed to discuss item)

CONSENT:

EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY: _____ X _____

ISS DEPARTMENT: _____

AUDITOR: _____ X _____

PURCHASING DEPARTMENT: _____ X _____

PERSONNEL: _____

PUBLIC WORKS: _____ X _____

BUDGET COORDINATOR: _____

OTHER: Sheriff's Office

*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____

Date _____

Nursing Home Placement Agreement

This Nursing Home Placement Agreement ("Agreement") is entered in to as of 10/26/2020 by and between Johnson County, Texas Johnson County ("Payor") located at 2 North Main Street, Cleburne, TX 76033 and Corvell County Memorial Payor Authority dba Colonial Manor Nursing Center ("Facility") located at 2035 N. Granbury Street, Cleburne, TX 76031-1699.

Specific Terms

- A. Patient Name: [REDACTED] DOB: [REDACTED]/1972
- B. Financial Status
- Indigent
 - Ineligible for Medicaid Benefits
 - Medicaid Pending
 - SSI Pending
 - Uninsured
- C. Payment Rate Per Day: \$236.20
- D. Related Services: The following related services, if ordered will be billed to Payor at Facility Cost.
- a. Blood Transfusions and related services
 - b. CT, PET, MRI, and related services
 - c. DME, Orthotics, Prosthetics and related services
 - d. Oncology and related services
 - e. Physician Services
 - f. High cost medications – ie medications that cost more than \$500 per dispense.
 - g. Physical, Occupational, and Speech Therapy at \$1.10 per minute
- E. Duration of Agreement: Agreement shall remain active from the date of Admission and for thirty (30) days. If, at the end of the specified rate period, no ultimate payor source has yet been obtained, continued nursing home care is still medically necessary, Payor agrees to allow Facility to make application for reimbursement, at the quoted rate, for another 30 days, if an ultimate payor source has not been implemented.

General Terms

- A. Payor makes no representations or warranties of any kind regarding the care, treatment, or services to be provided by Facility.

- B. *Facility* agrees to accept Patient as a resident and will provide appropriate 24 hour per day skilled nursing facility care and related services pursuant to physician's orders and in accordance with the applicable standards of care and state and federal law.
- C. *Payor* and *Facility* acknowledge and agree, should the Patient become dissatisfied with *Facility*, it is the responsibility of the patient to locate another *Facility* and arrange for transfer. Dissatisfaction with *Facility* is not an appropriate reason for admission to the *Payor*.
- D. On or about the 10th business day of each month, *Facility* shall bill *Payor* for the number of days Patient received care at *Facility* during the preceding month. Upon *Payor* request, *Facility* will provide *Payor* a copy of the Patient's most recent Minimum Data Set.
- E. If patient becomes eligible for benefits covering *Facility* stay during Duration of Agreement, *Payor* shall not be obligated to pay for services provided after the date of Patient's eligibility. To the extent that eligibility and benefits are retroactive, *Facility* shall attempt retroactive billing. *Facility* shall, within thirty (30) days of receiving retroactive reimbursement likewise reimburse *Payor* for payments covering retroactive reimbursement timeframe.
- F. Unless otherwise agreed in writing by both parties, *Payor* is not responsible for the cost of care beyond the period specified in Specific Terms Section E. In the event parties cannot mutually agree upon renewed Specific Terms for Patient's continued care at *Facility*, *Payor* agrees to find alternative arrangements for the Patient and will continue daily reimbursement at the rate first established under Specific Terms Section C.
- G. *Payor* and *Facility* respectively represent that they have not been excluded, debarred, or suspended from, and are not ineligible to participate in, any state or federal governmental health care programs (collectively, "Governmental Programs"), and have not been convicted of any crime relating to any Governmental Programs. Each party shall notify the other immediately if they become aware of any adverse action related to their eligibility to participate in Governmental Programs.
- H. *Payor* and *Facility* agree that patients have a right to self determination with respect to *Payor* admission. *Facility* shall work with patient, family members, doctors, etc. to re-admit patient to *Payor* for non-emergency *Payor* needs. *Payor* will not be billed by *Facility* for a day that patient is admitted as an inpatient to any *Payor*. Re-admission to *Facility* after admission to an alternative *Payor* does not negate the responsibility of the *Payor* to provide payment to the *Facility* for Patient per the terms of this Agreement.
- I. This agreement, including the Specific Terms and General Terms contained herein constitute the entire agreement and understanding between the parties concerning the subject matter hereof. Any modifications or amendments to the Agreement, including any extensions of the term hereof, shall be in writing and signed by both parties. There are no intended third party beneficiaries to this Agreement. This Agreement shall be governed by the laws of the State of

Texas. Venue shall lie exclusively in Johnson County, Texas for any dispute arising out of this Agreement. Payor and Facility are independent organizations and each retains its own responsibilities and liabilities for acts and omissions of its employees, agents, and subcontractors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

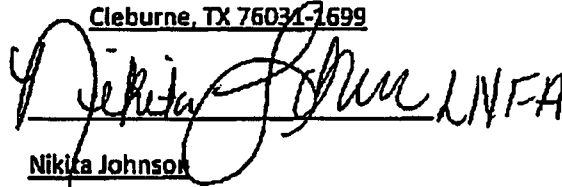
Facility

Coryell County Memorial Payor Authority

dba **Colonial Manor Nursing Center**

Remittance Address: **2035 N. Granbury Street,**
Cleburne, TX 76031-7699

Signature:



Print Name: **Nikita Johnson**

Title: **Administrator**

Phone: **Facility Phone Number**

Payor

Johnson County, Texas

Johnson County

Invoice Address: **2 North Main Street,**
Cleburne, TX 76033

Signature:



Print Name: **Roger Harmon**

Title: **County Judge**

Phone: **817-556-6330**