

OCT 15 2019

Approved

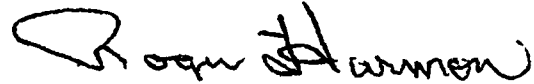
REQUEST FOR AGENDA PLACEMENT FORM

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

SUBMITTED BY: Carla Hester **TODAY'S DATE:** October 2, 2019

DEPARTMENT: County Judge's Office

SIGNATURE OF DEPARTMENT HEAD:



REQUESTED AGENDA DATE: October 15, 2019

SPECIFIC AGENDA WORDING: Consideration of Ratification of Letter of Agreement between Kindred Hospital Fort Worth Southwest and Johnson County, Texas to Provide Medical Care to a Johnson County Jail Inmate

PERSON(S) TO PRESENT ITEM: County Judge and/or County Attorney

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 5 min.

ACTION ITEM: x

WORKSHOP: _____

(Anticipated number of minutes needed to discuss item) **CONSENT:** _____

EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY: x

IT DEPARTMENT:

AUDITOR: x _____

PURCHASING DEPARTMENT: x _____

PERSONNEL: _____

PUBLIC WORKS: _____

BUDGET COORDINATOR: **OTHER:** ___ Indigent Health & 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 _____



Date: 10/01/2019
Contact Name: Judge Roger Harmon
Company: Johnson County, Texas
Phone: 817-556-6330

Contact for Medical Matters
Captain David Blankenship
1800 Ridgemar Drive
Cleburne, Tx. 76031
Phone: 817-556-6024

Letter of Agreement

Re:

**Patient Name: Johnson County Inmate, Name to be Provided by Separate Letter
DOB: 1965**

This Letter of Agreement (the "**Agreement**") will confirm the agreement between Kindred Hospital Fort Worth Southwest ("**Kindred**") with Johnson County, Texas (the "**Plan**"), by setting forth the mutual understandings and terms upon which Kindred and Plan have agreed regarding Kindred's provision of Hospital Inpatient Acute Care services covered by the Plan (the "**Services**") to the specific Patient named above, and the Plan's payment to Kindred for those Services.

In consideration for providing the Services to the Patient, the Plan agrees to pay to Kindred and Kindred agrees to accept as payment from the Plan:

100% LTAC Medicare DRG

The parties agree that with respect to all of the Services that Kindred provides to the Patient under this Agreement, Kindred will be considered an "in-network provider" under the terms and conditions of the Patient health care coverage issued or administered by the Plan, and the Patient's in-network plan benefits will apply when Kindred's claims for the Services are adjudicated. The mutually agreed upon Reimbursement Rates and other terms of this Agreement will not apply to any non-covered service. Any and all non-covered services provided by Kindred will be the financial responsibility of the Patient.

Kindred will cooperate with the Plan, its Participating Provider network and the Plan's utilization management staff to facilitate and coordinate discharge planning of the Patient to the care of a participating provider in the Plan's network appropriate to the Patient's care requirements. In the event the Plan is unable to find an appropriate in-network provider willing to accept responsibility for the Patient's care upon discharge from Kindred's hospital, the Plan will continue to reimburse Kindred for the Services at the agreed Reimbursement Rate, regardless of whether the Patient continues to meet established criteria for a continued inpatient acute care length of stay, and until the Plan is able to find an appropriate network provider to accept transfer of the Patient.

This Agreement including the above-stated Reimbursement Rates **supersedes** all other discounts and/or contract rates the Plan may access for Kindred's Services through any third-party owned, managed or leased primary or secondary provider networks, or any third-party agreements or arrangements the Plan may enter or have access to, such as with claims repricing entities, claims brokers, or preferred provider organizations. When used in this Agreement, the terms

"third-party" and "Third Party Administrator" shall include any corporate affiliates of the Plan not expressly named in this Agreement as well as any entity not affiliated with the Plan. For avoidance of doubt, where the Plan has a leased or rented a provider network, or has assigned claims payments to be processed by a Third Party Administrator, Kindred's claim for the Services rendered to the above-named Patient will not be subjected to any additional discounts or re-pricing beyond the Reimbursement Rates and terms mutually agreed upon by the parties herein.

The terms of this Agreement including the Reimbursement Rates are exclusively for the above-named Patient and shall apply only to the Services provided by Kindred to the Patient. The Reimbursement Rates for the Services agreed to herein shall not apply to any other claims submitted by Kindred to the Plan for services provided by Kindred to any other patients covered by the Plan. Kindred is not responsible for any professional or technical services performed by any third-party vendors, physicians or other health care providers unless such services are included on Kindred's claims for the Services submitted to the Plan for payment, in which case, the Reimbursement Rates shall apply. Further, the terms of this Agreement including the Reimbursement Rates are confidential and proprietary to Kindred, and the Plan shall not disclose them to any third party unless required to by state or federal statute or regulation, nor assign, transfer or sell this agreement or access under this Agreement to the Reimbursement Rates to any third party without first directly obtaining from Kindred its express written and signed consent to such disclosure or any proposed assignment, transfer or sale.

The above terms have been agreed to and accepted by:

Johnson County, Texas

Kindred Fort Worth Southwest

Print Name: Roger Harmon

Print Name: Susan Schaetti

Title: County Judge - Johnson Co.

Title: CEO

Signature: 

Signature: 

Date: 10-2-2019

Date: 10/01/19

Medical claims to be billed to:

Johnson County Indigent Healthcare
Bank of America Building
1 North Main Street
Room 212
Cleburne, TX 76033