

POLK COUNTY INDIGENT HEALTHCARE PROGRAM
MANDATED MEDICAL PROVIDER APPOINTMENT

As an amendment to its Mandated Provider Policies, Polk County Commissioners Court elects to appoint Dr. Raymond Luna, M. D. (Provider) as the designated "Primary Health Care Provider (PCP)" in accordance with Subtitle C. Indigent Health Care, Chapter 61, Indigent Health Care and Treatment Act, Subchapter A, section 61.030. "Provider" shall remain a Title XIX Medicaid enrolled Provider and shall provide medically necessary services, excluding specific and limited services (attachment), to eligible County Residents, according to the criteria set forth by the Polk County Commissioners Court. This agreement is for provisions of Primary Health Care, including all available services in the "Provider's" office setting. Services, excluding specialty services, shall be rendered to all eligible residents for a monthly fee to be paid by Polk County.

Physician Assistant

These services must be medically necessary, provided by a P.A. under the direction of Dr. Raymond Luna, M. D. and billed by and paid to the supervising physician, in accordance with the Texas Indigent Health Care Act.

I. SCOPE of SERVICES

- a. Provider shall provide primary care to qualified eligible residents under the scope of his license as required by the Texas Board of Medical Examiners;
- b. Provider agrees to provide available medical services to qualified eligible residents, including but not limited to appropriate diagnostic, laboratory, radiology, and therapeutic services. All services rendered will be based upon "medically necessary" according to Chapter 61 of the Health and Safety Code-Indigent Health Care Act'
- c. Provider or designee shall be available for telephone consultation at anytime as medically necessary;
- d. The Provider shall notify Polk County Social Services in the event he is unavailable and provide the name of a designated Physician for continuation of health care services.
- e. If contacted by the Memorial Hospital of Livingston and if medically appropriate, the Provider shall oversee healthcare services to patients who are hospitalized.
- f. The "Provider" shall provide evaluation and treatment to qualified eligible residents for conditions not deemed to require hospital emergency room care between the hours 8:00 a.m. 3:30 p.m. Monday through Wednesday and Friday and Thursday 8:00 a.m. – 12:00 p.m. as scheduled by the "Provider".
- g. If necessary, administer medical protocols and prescription formulary.

II. ANCILLARY SERVICES, if available, medically appropriate

- a. Radiology services;
- b. Pulmonary function testing;
- c. EKG;
- d. IV fluid infusion;
- e. Medicine injections;

- f. Nebulizer treatments;
- g. Laceration suturing;
- h. Skin lesion removal;
- i. Laboratory services.

III PATIENT REFERRALS OR TRANSFERS

- a. In the event "Provider" is unable to provide medically necessary services under the scope of his/her license and Specialized Physician Services are medically necessary, notify Polk County Social Services Department as soon as possible by submitting the County referral document (attached).
- b. Medical records shall be forwarded to County as requested by the Social Service Department after County provides a medical release form signed by eligible resident.

IV PRESCRIPTION MEDICATIONS

- a. If medically necessary and appropriate the "Provider" will provide written prescriptions to patients.
- b. Medications are subject to limitations (up to three per month) according to the Indigent Health Care Act.
- c. If available, the "Provider shall offer medication samples to patients.
- d. Non-covered and Over-the-Counter medications will be the responsibility of patients.

V Compensation for Services

- a. Polk County Commissioners Court shall reimburse the "Provider" a monthly fee of \$4,000.00 (four thousand dollars), payable between 1st and 15th of each consecutive month in lieu of services to all qualified eligible residents.
- b. At the rate of Medicaid payments, Polk County will reimburse Designated Physicians during the absence of the Mandated Physician.

VI. Relationship and Indemnification of Parties

- a. The relationship of the parties under this Agreement is solely that of independent contractors. Nothing in this Agreement shall constitute, be construed to, or create a partnership, joint venture, or employment relationship between the parties hereto or any of their contractors.
- c. County and Provider, to the extent authorized under the Texas Constitution and Texas laws, without limitation, Chapter 102, Texas Civil Practice and Remedies Code, agree to hold each party, its officers, employees, and agents harmless from and indemnify each of them against any and all claims, actions, damages, suits,

Proceedings, judgments, and liabilities for personal injury, death, or property damage resulting from the acts or omissions of County or Provider or others

under County's and Provider's supervision or control, and the acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, and any other cause not reasonably within the control of County or Provider and which by the exercise of due diligence of County and/or Provider is unable, wholly or in part, to prevent or overcome.

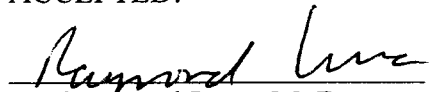
- c. Supervising Physician and staff shall uphold requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Rule published by the United States Department of Health and Human Services at 45 CFR 160-164 (Privacy Rule). HIPAA and the Rule regulate the services of protected health information.

V. TERM AND TERMINATION OF AGREEMENT

- a. **Term.** This agreement will commence October 1, 2009 and remain in full force and effective for a period of twelve months and automatically renew subsequently in twelve months term unless terminated as provided herein. This agreement supercedes all previous agreements.
- b. **Optional Termination.** In the event either party, with or without cause, at any time, shall give to the other party at least 30 (thirty) days advance written notice. This agreement shall terminate on the future date specified in such notice.
- c. **Notice.** Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail addressed to either party and copied to the Director of Polk County Indigent Health Care.


ADOPTED THIS THE 27TH DAY OF AUGUST, 2009.

ACCEPTED:


 Dr. Raymond Luna, M. D.
 219 North Eastwood
 Livingston, Texas 77351

8/31/09

 Date


 Judge John Thompson
 Polk County Judge
 101 W. Church Street #300
 Livingston, Texas 77351

08/31/09

 Date