

Letter of Agreement for Health Care Services
between
University of Texas Medical Branch at Galveston d/b/a UTMB Health
and Brazoria County

This Letter of Agreement for Health Care Services ("LOA"), effective as of October 1, 2024 ("Effective Date"), is between Brazoria County ("Company"), with its principal office at 111 E. Locust Street, Angleton, Texas 77515 and The University of Texas Medical Branch at Galveston d/b/a UTMB Health ("UTMB"), an institution of The University of Texas System, an agency of the state of Texas, on behalf of its Faculty Group Practice, with its principal place of business at 301 University Blvd., Galveston, TX, 77555

WHEREAS, UTMB regularly provides health care services related to general and specialty medical services;

WHEREAS, Company currently requires general and specialty medical services; health care services; and

WHEREAS, UTMB agrees to provide such services to Company, and Company agrees to accept such services from UTMB.

NOW THEREFORE, in consideration of the agreements contained herein, the Parties hereby covenant and agree as follows:

I. Responsibilities of UTMB

1. UTMB shall provide those health care services, as more fully described and/or listed in Exhibit One and Exhibit Two ("UTMB Services"), attached to and incorporated by reference.
2. UTMB warrants, currently and for the duration of this LOA, that its employees have and will maintain all licenses, certifications and board authorization required to provide UTMB Services in accordance with the laws and regulations of the State of Texas.
3. UTMB shall submit claims for payment within one hundred twenty (120) days after providing UTMB Services. UTMB shall have one hundred eighty (180) days from payment to appeal any claim.
4. UTMB shall accept from Company payment for UTMB Services as are paid by Employer's Plan less any co-payments, deductibles, coinsurance or amounts for services deemed not covered under the Plan. This provision shall not prohibit collection of any applicable co-payments, deductibles, or non-covered services in accordance with the terms of the Plan.

II. Responsibilities of Company

- I. Company agrees to pay UTMB the amounts specified in Exhibit One and Exhibit Two within forty-five (45) days after receipt of a claim for UTMB Services provided to the payment addresses found on the signature page and referenced with completed IRS W-9 forms.

2. Company agrees to pay UTMB at an elevated reimbursement rate of 90% of amounts agreed upon in Exhibit One and Exhibit Two. This provision shall not prohibit company from applying any applicable co-payments, deductibles, or non-covered services in accordance with the terms of the Plan.
3. Company utilizes Aetna as its Third-Party Administrator (TPA) for member services, prior authorization, utilization review and claims management, and requests that UTMB communicate all necessary information under this LOA to Aetna for processing and payment. Should Company change TPA, Company shall immediately notify UTMB of such change.

III. Mutual Responsibilities and Agreements

1. The parties agree that the relationship between the parties of this LOA is strictly that of independent contractors, and the parties have not entered into a joint venture, partnership or other entity in any capacity.
2. Each party shall obtain and maintain, at its own expense, policies of insurance for general business operations and professional negligence, or self-insurance as the case may be, for itself and its employees, agents and representatives.
3. The rates in this LOA shall be good for one (1) year from the Effective Date, unless sooner terminated as provided herein. The Term may be extended by written mutual agreement of the parties.
4. Either party may terminate this LOA by giving ninety (90) days prior written notice of termination to the other party.
5. UTMB shall document all results and findings within the appropriate medical file/medical record for each individual, and, if applicable, enter such results into a designated medical records management system.
6. The parties agree that the laws of the state of Texas shall govern in any dispute concerning the rights of the parties, and that Texas shall be the proper venue for such dispute.
7. Exhibit One may be amended from time to time by mutual written agreement of the parties.
8. Exhibit Two may be amended from time to time by mutual written agreement of the parties.
9. The parties will comply with all applicable state and federal privacy laws, including HIPAA.

By signing below, the representatives affirm that they are authorized to bind their respective entities and enter into this LOA.

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

By: _____
Jamie D. Bailey, MBA, CPA, CFE
Executive Vice President and Chief Financial Officer

Date: _____

Content Reviewed _____

BRAZORIA COUNTY, TEXAS

By: _____

Date: _____

University of Texas Medical Branch (Hospital)
Tax Identification No. 74-6000949
Payment address: P. O. Box 660120, Dallas, TX 75266-0120

University of Texas Medical Branch Faculty Group Practice (Providers)
Tax Identification No. 76-0010407
Payment address: P. O. Box 650859 Dept. 710, Dallas, TX 75265-0859

**EXHIBIT ONE
HOSPITAL SERVICE
AND
RATE SCHEDULE**

INPATIENT RATES:

For Gatekeeper and Non-Gatekeeper products:

Service	Billing Codes	Rates
DRG	All Active DRG Codes	\$13,300 Base Rate - Applied based upon the then current CMS DRG Relative Weight Schedule (Currently Grouper 37)

INPATIENT CARVE OUT RATES:

For Gatekeeper and Non-Gatekeeper products:

Service	Billing Codes	Rates
Nursery	Revenue Codes: 170, 171, 179	\$1750.00 Per Diem
Nursery/premie	Revenue Codes: 172	\$3000.00 Per Diem
Newborn Level 3	Revenue Codes: 173	\$3250.00 Per Diem
Newborn Level 4	Revenue Codes: 174	\$3700.00 Per Diem
Ext Burn W Mv 96+hrs W Graft	DRG Codes: 927, 928, 929, 933, 934, 935	60% of Billed Charges
Trauma Team - Level I	Revenue Codes: 681	\$3500.00 Paid In Addition to Other Negotiated Rates Once Per Unique Code Per Service Date
ECMO	Revenue Codes: 369	60% of billed charges
High Cost Drugs	Revenue Code: 636	200% Aetna Market Fee Sched Hosp Paid In Addition to Other Negotiated Rates

OUTPATIENT RATES:

For Gatekeeper and Non-Gatekeeper products:

Service	Billing Codes	Rates
Ambulatory Surgery - Aetna Enhanced Groupers: Category 1	Aetna Enhanced Groupers	\$1533.00 Case Rate
Ambulatory Surgery - Aetna Enhanced Groupers: Category 2	Aetna Enhanced Groupers	\$1873.00 Case Rate
Ambulatory Surgery - Aetna Enhanced Groupers: Category 3	Aetna Enhanced Groupers	\$2400.00 Case Rate
Ambulatory Surgery - Aetna Enhanced Groupers: Category 4	Aetna Enhanced Groupers	\$2554.00 Case Rate
Ambulatory Surgery - Aetna Enhanced Groupers: Category 5	Aetna Enhanced Groupers	\$3025.00 Case Rate
Ambulatory Surgery - Aetna Enhanced Groupers: Category 6	Aetna Enhanced Groupers	\$3490.00 Case Rate
Ambulatory Surgery - Aetna Enhanced Groupers: Category 7	Aetna Enhanced Groupers	\$3917.00 Case Rate
Ambulatory Surgery - Aetna Enhanced Groupers: Category 8	Aetna Enhanced Groupers	\$4258.00 Case Rate
Ambulatory Surgery - Aetna Enhanced Groupers: Category 9	Aetna Enhanced Groupers	\$6643.00 Case Rate
Ambulatory Surgery: Default Rate	All surgical procedures not otherwise identified	60% of Billed Charges
Cardiac Catheterization	HCPC Code: C9758, C9760, G0448 Includes: CPT4 Codes: 93563-93568 CPT4 Codes: 0408T-0415T, 0543T-0545T, 0569T-0570T, 0613T, 0632T, 33017-33019, 33289, 33340, 33477, 33745- 33746, 34717-34718, 93451-93462, 93503-93505, 93530-93533, 93590, 93591, 93592 Includes: CPT4 Codes: 93563-93568	60% of Billed Charges
Cardiac Studies	CPT4 Codes: 0541T, 0542T, 93000-93352	60% of Billed Charges to Max of \$1000.00
Vascular Diagnostic Studies	CPT4 Codes: 93880-93998	60% of Billed Charges to Max of \$1000.00

Rate Schedule for Brazoria County Employees
Effective Date: 10/01/2024

Emergency Care - Level I	CPT4 Codes: 99281	\$328.00 Case Rate
Emergency Care - Level II	CPT4 Codes: 99282	\$624.00 Case Rate
Emergency Care - Level III	CPT4 Codes: 99283	\$1100.00 Case Rate
Emergency Care - Level IV	CPT4 Codes: 99284	\$1800.00 Case Rate
Emergency Care - Level V	CPT4 Codes: 99285	\$2100.00 Case Rate
Observation Services	Revenue Codes: 762	70% of Billed Charges to Max of \$4000.00
Chemotherapy	CPT4 Codes: 51720, 96401-96542 HCPC Codes: Q0083, Q0084, Q0085	200% of Aetna Market Fee Schedule Hospital - Technical Rate
Hospital Outpatient Dialysis	Revenue Codes: 820, 821, 831, 841, 851 And CPT4 Codes: 90935, 90937, 90945, 90947, 90993, 90999 Revenue Codes: 829 And CPT4 Codes: 90935, 90937, 90993, 90999	Not Reimbursed
Sleep Studies	CPT4 Codes: 95782, 95783, 95800, 95801, 95805, 95806, 95807, 95808, 95810, 95811 HCPC Codes: G0398, G0399, G0400	300% of Then Current Houston, TX RBRVS Based Hospital Fee Schedule - Technical Rate

Rate Schedule for Brazoria County Employees
Effective Date: 10/01/2024

<p>Laboratory Services</p>	<p>CDT Codes: D0416, D0431, D0475, D0476, D0477, D0478, D0479, D0481, D0482, D0483</p> <p>CPT4 Codes: 0002M-0017M, 0001U-0247U, 0058T, 0085T, 0111T, 0423T, 0443T, 0500T, 0564T, 58323, 80047-89356, 89398, 96902</p> <p>HCPC Codes: C9803, G0027, G0103, G0123, G0124, G0141, G0143, G0144, G0145, G0147, G0148, G0306, G0307, G0328, G0416, G0432, G0433, G0435, G0452, G0472, G0475, G0476, G0480, G0481, G0482, G0483, G0499, G0659, G9143, H0003, H0049, P2028, P2029, P2031, P2033, P2038, P3000, P3001, P7001, Q0111, Q0112, Q0113, Q0114, Q0115, S3620, S3630, S3645, S3650, S3652, S3655, S3722, S3800, S3840, S3841, S3842, S3844, S3845, S3846, S3849, S3850, S3852, S3853, S3854, S3861, S3865, S3866, S3870, U0001-U0005</p>	<p>100% of Aetna Market Fee Schedule Hospital</p>
<p>Radiology Services</p>	<p>All applicable Radiology CPT4 codes, C, G, Q and S HCPCS codes and all applicable temporary codes.</p>	<p>350% of Then Current Houston, TX RBRVS Based Hospital Fee Schedule - Technical Rate</p>
<p>Imaging Enhancing Substance</p>	<p>HCPC Codes: A4641, A4642, A9500, A9501, A9502, A9503, A9504, A9505, A9507, A9508, A9509, A9510, A9512, A9515, A9516, A9520, A9521, A9524, A9526, A9528, A9529, A9531, A9532, A9536, A9537, A9538, A9539, A9540, A9541, A9542, A9546, A9547, A9548, A9550, A9551, A9552, A9553, A9554, A9555, A9556, A9557, A9558, A9559, A9560, A9561, A9562, A9566, A9567, A9568, A9569, A9570, A9571, A9572, A9575, A9576, A9577, A9578, A9579, A9580, A9581, A9583, A9584, A9585, A9586, A9587, A9588, A9591, A9592, A9597, A9598, A9698, C9067, Q9951, Q9953, Q9954, Q9958- Q9964, Q9965, Q9966, Q9967, Q9969, Q9982, Q9983</p>	<p>Not Reimbursed</p>

Rate Schedule for Brazoria County Employees
Effective Date: 10/01/2024

Physical, Occupational and Speech Therapy	CPT4 Codes: 92507-92508, 92521, 92522, 92523, 92524, 97010-97546, 97763	300% of Then Current Houston, TX RBRVS Based Hospital Fee Schedule - Technical Rate
All drugs or drug agents without specific rate set forth above or herein	HCPC Codes A4231, A4802, A6250, A9180, A9513, A9517, A9563, A9564, A9590, A9600, B4100-B4102, C9046-C9047, C9065, C9074, C9460, C9113-C9132, C9482-C9488, G9361, J0120-J9999, P9041-P9048, Q0144-Q0181, Q0239-Q0243, Q0515, Q2004-Q2017, Q2028, Q2041-Q2042, Q2050-Q2053, Q3027-Q3028, Q4081-Q4082, Q5101-Q5122, Q9950, Q9955-Q9957, Q9991-Q9992, S0012-S0040, S0073-S0148, S0156-S0166, S0170-S0191, S4990, S4993-S4995, S5010-S5012, S5550, S8490.	200% of Aetna Market Fee Schedule Hospital
All Other Outpatient		60% of Billed Charges

OUTPATIENT CARVE OUT RATES:

For Gatekeeper and Non-Gatekeeper products:

Service	Billing Codes	Rates
Critical Care First 30-74 Mn , for ER Services	CPT4 Codes: 99291, 99292	\$3720.00 Case Rate
Implants/Prosthetics	Revenue Codes: 274, 275, 278	30% of Billed Charges Paid In Addition to Other Negotiated Rates for that billing code claim line only, when a listed individual billing code claim line is greater than \$2000.
All Other Drugs	HCPC Codes: A9520, A9575, A9586, C9462, C9482, C9488, J0120-J0593, J0595-J0885, J0887, J0888, J0895-J8999, J9030, J9032, J9036, J9039, J9144, J9210, J9223, J9271, J9281, J9299, J9308, J9316-J9317, J9356, Q0239, Q0243, Q0161, Q2028, Q2041, Q2050, Q3027, Q3028, Q4082, Q5101, Q5103, Q5104-Q5111, Q5120-Q5122, Q9950, Q9969, Q9991-Q9992	200% of Aetna Market Fee Schedule Hospital Paid In Addition to Other Negotiated Rates
High Cost Drugs	Revenue Code 636	200% of Aetna Market Fee Schedule Hospital Paid in Addition to Other Negotiated Rates

CAT Scan	All CAT scan codes in the code ranges G0297, 0042T, 0558T, 0633T-0638T, 70450-70498, 71250-71277, 72125-72133, 72191-72194, 73200-73206, 73700-73702, 73706, 74150-74178, 74261-74263, 75571-75574, 75635, 75989, 76376-76380, 76497, 77011-77014, 77078, 78830-78832	\$1100.00 Per Diem Paid In Addition to Other Negotiated Rates
MRI/MRA	All applicable MRI/MRA CPT4 codes, C and S HCPCS codes and all applicable temporary codes.	\$1,500 Per Diem Paid In Addition to Other Negotiated Rates
ECMO	Revenue Codes: 369	60% of billed charges

PROFESSIONAL COMPONENTS:

Payment for professional services is not included in the rates specified in this Services and Compensation Schedule.

TERMS AND CONDITIONS:

Charge Master Increases

y) Charge Master Limit. Company acknowledges that Hospital may increase the billed charge amounts within its charge master (“Charge Master Increase”). However, Hospital shall use best effort to provide Company written notice at least forty-five (45) days prior to the effective date of a Charge Master Increase in accordance with the Notice section of the Agreement. Such notice will include the amount of the Charge Master Increase and its effective date. Company is entitled to rely upon the information contained in Hospital’s notice of Charge Master Increases for the purpose of adjusting payment rates as set forth below. Company will communicate to Hospital in writing, via certified letter, the revised percentage of charge rate(s) and stop loss threshold(s), if any.

In the event, Hospital implements an aggregate Charge Master Increase for those services rendered to Members and paid by Company as a percentage of Hospital’s eligible billed charges that exceeds five percent (5%) during any twelve month period occurring on or after the effective date of the Agreement (“Charge Master Limit”), Company shall adjust all percentage of charge rates and stop loss thresholds in the manner described below. Adjusted percentage of charge rates and stop loss thresholds shall be effective on the effective date of the Charge Master Increase. Charges for Implants, prosthetics, pacemakers and high cost drugs are excluded from this provision.

Company will review Hospital eligible billed charges received by Company. Eligible billed charges paid by Company as a percentage of Hospital’s billed charges will be used in Company’s review. Eligible billed charges received after the effective date of the Charge Master Increase will be compared to the eligible billed charges received prior to the effective date of the Charge Master Increase. Charge Master Increases will then be multiplied by the units reimbursed by Company during the applicable twelve (12) month contract period and aggregated to determine the total Charge Master Increase. If Company determines (a) a Charge Master Increase that is higher than a Charge Master Increase reported by Hospital or (b) a Charge Master Increase not reported by Hospital that exceeds the Charge Master Limit, Company shall report such Charge Master Increase to Hospital.

Stop Loss - Gatekeeper and Non-Gatekeeper

In the event Hospital's eligible billed charges for inpatient Covered Services for an individual Member's admission exceed \$150000.00 ("Threshold"), then the following shall apply: Company shall compensate Hospital according to the negotiated rate for those inpatient days through the Member's discharge day, plus 60.00% of the Hospital's eligible billed charges that exceed the Threshold.

Stop Loss Excluded Services:

Implants/Prosthetics
Ext Burn W Mv 96+hrs W Graft
ECMO

**EXHIBIT TWO
PHYSICIAN
SERVICE AND
RATE SCHEDULE**

Provider Type	Rate
Physician	140% of CMS Harris County RBRVS 2020 Fee Schedule
Mid-Level Provider	100% of CMS Harris County RBRVS 2020 Fee Schedule
Radiology Services	140% of CMS Harris County RBRVS 2020 Fee Schedule
Clin Lab Services	100% of then current CMS Clinical Lab Fee Schedule
Drugs	150% Then Current Medicare ASP
All Other Services and Codes not listed above	165% of Aetna Market Fee Schedule

Anesthesia Services

Service delivered by Physician	Billing Codes	UTMB Rates
(ASAQC) ASA and Qualifying Circumstances Modifiers	ASA Codes: 00100-01999 CPT4 Codes: 99100, 99116, 99135, 99140	\$75.00 Per Base Unit
ANESTHESIA-VAGINAL DELIVERY	ASA Codes: 01960, 01967 CPT4 Codes: 59400-59410, 59610-59614	\$1200.00 Case Rate
Anesthesia-C-Section Delivery	ASA Codes: 01961, 01963 CPT4 Codes: 59510-59515, 59618-59622	\$1200.00 Case Rate
Anesthesia-C-Section following Neuraxial Labor Anesthesia (List in addition to Primary Procedure)	ASA Codes: 01968, 01969 CPT4 Codes: 59525	\$200.00 Per Day per Code
All Services not otherwise identified		140% of CMS Harris County RBRVS Fee Schedule 2021

Rate Schedule for Brazoria County Employees
Effective Date: 10/01/2024

Service delivered by Mid-Level Provider (CRNA)	Billing Codes	UTMB Rates
(ASAQC) ASA and Qualifying Circumstances Modifiers	ASA Codes: 00100-01999 CPT4 Codes: 99100, 99116, 99135, 99140	\$60.00 Per Base Unit
ANESTHESIA-VAGINAL DELIVERY	ASA Codes: 01960, 01967 CPT4 Codes: 59400-59410, 59610-59614	\$1000.00 Case Rate
Anesthesia-C-Section Delivery	ASA Codes: 01961, 01963 CPT4 Codes: 59510-59515, 59618-59622	\$1000.00 Case Rate
Anesthesia-C-Section following Neuraxial Labor Anesthesia (List in addition to Primary Procedure)	ASA Codes: 01968, 01969 CPT4 Codes: 59525	\$200.00 Per Day per Code