

Administrative Letter of Agreement for Mobile Mammography Services

August 25, 2017

Shelley Loughrey, PHR
Director of Benefits Administration
301 S/E Inner Loop, Suite 108
Georgetown, TX 78626

Dear Shelley,

This Administrative Letter of Agreement (“ALOA”) will confirm the terms and conditions under which Seton Healthcare Family Austin d/b/a Seton Cancer Screening will provide the following services to the female employees and spouses and dependents of employees of Williamson County (“WILCO”) who are covered under WILCO’s employee health benefit plan, which is administered by AETNA Insurance.

Type of Service:

- Digital Screening Mammography

Dates: These services will be provided on September 28, 2017 at the San Gabriel Community Center, 445 E. Morrow Street, Georgetown, Texas and the Mobile RV will be located on site from 8am to 4 pm.

Description of Services: Attached as Exhibit A to this letter are sheets summarizing the services that Seton will provide. Seton reserves the right to refuse the services to any person, if in the reasonable judgement of the Seton staff, the services should not be provided to the person, if the person refuses to sign the required consent forms or ultimate responsibility for payment form, or for any other reason that does not conflict with non-discrimination provisions of an existing Agreement between Seton and the insurer.

Cancellation of Service: Seton requires a minimum of 15 scheduled clients for mammography screening. If these minimums are not met by at least one week prior to the screening then Seton reserves the right to cancel the screening event. Seton will notify Shelley Loughrey, the contact representative of cancellation one week prior to the event.

Seton Personnel: Seton also represents and warrants that all Seton and Austin Radiological Association personnel providing services under this agreement shall hold all appropriate federal, state, and local licenses and certifications to provide the services. Seton shall maintain general and professional liability insurance covering liability claims arising from the delivery of services.

No Discrimination: Seton shall provide the services without regard to any patient’s race, national origin, color, creed, religion, gender, sexual orientation, marital status, disability or age.

Confidentiality of Patient Information: Seton is required by law and regulation to maintain the confidentiality of all Patient information, including without limitation name, address, Social Security number and date of birth, and agrees to keep all such information in the strictest

confidence. Seton shall not disclose any Patient information to any third party without the written consent of the Patient, or as may otherwise be allowed by law.

Fees: In consideration for providing the services, Seton Cancer Screening Program will be a preferred provider for screening mammography services through contractual agreement with the client's health plan to provide mammography services. Rates will be determined through Seton Managed Care and appropriate discounts assigned per insurers agreements with Seton Healthcare. Client's health plan will be invoiced within one month of services. Services provided by Seton Cancer Screening Program that do not have a reimbursement rate assigned in the Agreement between insurer and Seton Healthcare will be reimbursed at seventy-five percent (75%) of billed charges.

Compliance with Law: The parties shall comply with all applicable federal, state, county, municipal and local laws, rules, codes, ordinances and regulations ("Laws") now or hereafter in effect at all times during the term of this Agreement, including without limitation the federal Mammography Quality Standards Act

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

Conflict with Existing Agreement: If the services provided by Seton Cancer Screening are being reimbursed under the terms of an existing Agreement ("Agreement") between Seton Healthcare and the insurer, and if there is a conflict between the terms of the Agreement and this Administrative Letter of Agreement ("ALOA"), the terms of the Agreement will prevail.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ten (10) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.

If WILCO, is in agreement with the terms of this ALOA, please indicate as such by signing below and fax or scan a copy back to me at 512-324-3374 as soon as possible. The signed original should be mailed back to me at Seton Cancer Screening, 1301 West 38th Street, Suite 500, Austin, TX 78705.

Sincerely,

Dawn Parsons, RN, OCN
Clinical Manager Seton Cancer Screening

ACCEPTED AND AGREED BY _____

Print Name and Title: Dan Gattis, County Judge

Date: _____

Exhibit A

Description of Seton's Mobile Screening Mammography Services

- a. Seton's Mobile Mammography Unit is fully certified by the Texas Department of State Health Service and Mammography Quality Standards Act (MQSA). Furthermore our program is fully accredited by the American College of Radiology. Austin Radiological Association (ARA), the same group of specialized physicians who review all Seton Healthcare Network imaging studies, interprets all our mobile unit screening mammograms.
- b. The worksite/ corporation/company at which the patients are screened are responsible for advertising the screening and takes responsibility for employee awareness of this program.
- c. Seton Cancer Screening (SCS) will provide all information for company advertisement and Seton Central Scheduling will schedule all appointments by phone at (512) 324-1199.
- d. Seton Cancer Screening currently charges \$366.75, per screening mammogram. Actual reimbursement may vary based upon the patient's insurance plan benefits and any discount this insurance company has with the Seton Healthcare Family. This fee is also subject to change without notice.
- e. Women must meet the following American College of Radiology and American Cancer Society guidelines for screening mammograms: at least 40 years of age, no history of breast cancer, no synthetic breast implants, not currently breast feeding (must be at least 6 months post-breastfeeding), not currently pregnant and no possibility of being pregnant, at least one year since last mammogram, no breast difficulties such as distinct lumps, nipple discharge, redness, or enlarged breasts.
- f. When scheduling an appointment, Patients must provide a referring physician, facility name and date of last mammogram, and insurance coverage plan.
- g. Women cannot wear powder or deodorant at the time of the screening.
- h. A qualified mammogram technologist will perform the digital screening mammograms (about 1 every 20 minutes). Therefore approximately 21 patients can be screened in an 8-hour day. Seton Cancer Screening requires at least 15 patients for a screening event. If there are not at least 15 Patients scheduled in by at least one week before the screening, that screening day will be cancelled and clients as well as worksite coordinator will be notified.
- i. Seton Cancer Screenings Mobile Mammogram RV unit is 39 feet long and 12 feet 9 inches tall and requires ample parking space that is level in order to provide quality services safely. Site visits will be done prior to any new screening event to ensure appropriateness prior to the date of scheduled screening occurrence.
- j. Patient privacy and confidentiality will be respected throughout the exam. Permission for release of medical information will be obtained to assure proper follow-up.
- k. The mammograms will be interpreted by an ARA radiologist no later than five business days following the screening examination and will be compared with previous mammography films, if any, which are made available to Seton by the patient or her physician.
- l. A report will be mailed by Seton to the Patient and her referring physician within 30 working days after the screening. *Any abnormal results will be faxed by ARA to the referring physician as soon as possible, usually within 7 working days after the screening.
- m. Seton Cancer Screening registered nurses (RN) will follow-up all abnormal results by telephone calls to the patient to encourage discussion of the significance of the results with her physician (or linking her with one if she does not have a physician), following through with recommended diagnostic procedures, and answering any detection or potential treatment questions that she may have. These RNs will follow a client until it is certain that she has completed diagnostic follow-up, is under the care of a physician who will assure follow-up, or notified us that she does not

intend to follow radiologist's recommendations. If she is diagnosed with breast cancer, the Seton cancer screening nurses will assist the patient by referring her to a community treatment provider.

- n. Mammogram films, images and reports will be stored by Seton Cancer Screening for ten years following a screening per Mammography Quality Standards Act (MQSA) and Health Insurance Portability & Protection Accountability Act (HIPAA) regulations.

SETON CANCER SCREENING
Seton Healthcare Family
CONSENT FOR BREAST CANCER SCREENING AND PREVENTION

- ☐ I consent to a cancer screening assessment by a certified cancer screening nurse. This will involve a written and/or verbal risk analysis and a physical assessment of the breast. Referrals to physicians will be made when areas are identified that needs further screening or follow-up.
I understand that this assessment does not take the place of a physical examination by a physician.
- ☐ I consent to a screening mammogram. I understand and agree that the Seton Healthcare Family, their agents or employees are not liable for any incorrect diagnosis or any failure to diagnose cancer through these screenings.
- ☐ I do hereby authorize Seton Cancer Screening to obtain all information relative to the conditions, findings, diagnosis and prognosis that is contained in my health record from any Physician doing the follow-up for this screening.

PLEASE SEND RECENT MAMMOGRAM FILMS OR CD'S TO:

**Seton Cancer Screening
Medical Park Tower Building
1301 West 38th Street, Suite 500
Austin, TX 78705**

- ☐ If for any reason my insurance is not in effect as of today, I will be billed, and agree to pay, for the full amount of this mammogram, which is \$366.75. Whatever portion is not paid by my insurance I will pay the amount stated as patient's responsibility. _____ (Patient Initials)
- ☐ I have been given a copy of Henda's Law Notice. Initials: _____
- ☐ Acknowledge of receipt of Privacy Notice. Initials: _____

DATE: _____

PRINTED NAME: _____ DOB: _____ SS # _____

ADDRESS: _____ CITY _____ STATE _____ ZIP _____

HOME PHONE: _____ WORK PHONE: _____ CELL PHONE _____

EMAIL: _____ SIGNATURE: _____

PHYSICIAN NAME: _____

PHYSICIAN PHONE: _____

ADDRESS: _____

WITNESS: _____

CERTIFICATE OF COVERAGE					Issue Date: 7/1/2017 Certificate #: AH 22595	
Producer Ascension Risk Services P.O. Box 46944 11775 Borman Drive, Suite 300 St. Louis, MO 63146 certrequest@ascension.org			This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded below.			
Covered Entity Seton Family of Hospitals 1345 Philomena Street Austin, TX 78723			Trust Plan Letter A Ascension Health Alliance Self-Insurance Trust Account			
COVERAGES						
This is to certify that the coverage listed below has been issued to the Covered Entity named above for the period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded as described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown are minimum liability limits required and may have been reduced by defense costs and paid claims.						
TRUST PLAN LTR	TYPE OF COVERAGE	TRUST PLAN	EFFECTIVE DATE	EXPIRATION DATE	MINIMUM LIABILITY LIMITS	
A	General Liability <input type="checkbox"/> Occurrence <input checked="" type="checkbox"/> Claims-Made	#805 1522-0400	7/1/2017	7/1/2018	General Aggregate	Unlimited
					Products-Comp/Op Agg	Unlimited
					Personal/Advertising Injury	\$1,000,000
					Each Occurrence	\$1,000,000
					Med Exp (Any One Person)	\$5,000
A	Professional Liability <input type="checkbox"/> Occurrence <input checked="" type="checkbox"/> Claims-Made	#805 1522-0400	7/1/2017	7/1/2018	\$1,000,000 Each Medical Incident Unlimited Aggregate	
	Professional Excess Liability (Claims-Made Coverage)				Each Medical Incident	
	Extended Reporting (Tail):		Effective Date: Retro Date:			
DESCRIPTION OF OPERATIONS / LOCATIONS / SPECIAL ITEMS: Evidence of Coverage. 01042054 - Seton Family of Hospitals, 1345 Philomena Street, Austin, TX 78723 Limits are not pyramiding or stacking if more than one coverage applies to the same claim. Except where otherwise required by law, all insureds share the limits of liability.						
Certificate Holder			Cancellation Clause			
Seton Healthcare Family 1345 Philomena Street Austin, TX 78723			Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.			
			Authorized Representative <div style="text-align: right; font-family: cursive;">Sandra R. Boilhet</div>			