



CITY COUNCIL AGENDA

Tuesday, August 11, 2015

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, August 11, 2015, at 5:30 p.m. in the City Council Chambers located at 307 East 4th Street, Big Spring, Texas.

The City Council may discuss and/or take action on each of the following items before it and may go into Executive Session on any item listed on the agenda in accordance with Chapter 551 of the Texas Government Code.

As a courtesy to those in attendance, please place your cell phone on “Silent” or “Vibrate.”

Please, no talking during the meeting; take any conversations outside, so others can hear.

Thank You!

1. Invocation & Pledge of Allegiance to the United States Flag and to the Texas State Flag McLellan

“Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.”

Announcements & Public Hearings

2. McLellan

Disposition of Minutes

3. Approval of the Minutes of the Regular Meeting of July 28, 2015 4-7 Davis

Consent Items

4. First Reading of an Ordinance Amending the Code of Ordinances by Amending Chapter 16, Article 3 Entitled “Utility Service Charges,” Section 16-61 Entitled “Water Tampering Fees” by Adding a Fee for Stolen or Damaged Registers and Removed but Undamaged Registers; Providing for Severability; Providing for Publication; and Providing an Effective Date 8-9 Moore

Routine Business

- | | | | |
|----|-----------------------|---------------|---------|
| 5. | Vouchers for 07/16/15 | \$ 356,108.59 | Marquez |
| | Vouchers for 07/23/15 | \$ 945,235.94 | |
| 6. | Vouchers for 07/30/15 | \$ 261,213.22 | Harbour |
| | Vouchers for 08/06/15 | \$ 594,366.24 | |

New Business

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| 7. | Consideration of Placing a Proposal on the September 21, 2015 City Council Agenda to Adopt the Tax Rate of \$0.770500/\$100 (Which includes a Debt Service Rate of \$0.177489/\$100 and a M & O Rate of \$0.593011/\$100) for the 2015-2016 fiscal year. | 10 | Moore |
| 8. | Call for the First Public Hearing on the Proposed Tax Rate to be Held on Tuesday, August 25, 2015 at 5:30 p.m. in the City Council Chambers Located at 307 East 4 th Street, Big Spring, Texas and Call for the 2 nd Public Hearing on the Proposed Tax Rate to be Held on Tuesday, September 8, 2015 at 5:30 p.m. in the City Council Chambers Located at 307 East 4 th Street, Big Spring, Texas. | | Moore |
| 9 | Call for a Public Hearing on the Proposed 2015-2016 Annual Budget to be Held on Tuesday, September 8, 2015 at 5:30 p.m. in the City Council Chambers Located at 307 East 4 th Street, Big Spring, Texas. | | Moore |
| 10. | First Reading of an Ordinance Amending Chapter 16, Article 3 Entitled "Utility Service Charges" by Adding a New Section 16-71 Entitled "Online Payment Convenience Fee" and Amending Chapter 12, Article 1 Entitled "General Provisions" by Adding a New Section 12-11 Entitled "Online Payment Convenience Fee" to Establish a Flat Fee of One Dollar and Fifty Cents to Customers Using the Internet to Pay Water Bills and Municipal Court Fines/Fees; Providing for a Severability; Providing for Publication; and Providing an Effective Date. | 11-12 | Moore |
| 11. | First Reading of an Ordinance Annexing the Hereinafter Described Territory to the City of Big Spring, Howard County, Texas, and Extending the Boundary Limits so as to Include the Described Property within the City Limits, and Granting to said Territory and to all Future Inhabitants of the Property all of the Rights and Privileges of Other Citizens; Adopting a Service Plan for the Territory Annexed; Establishing it as a Retail (R) Zoning District; Binding Future Inhabitants by all of the Acts and Ordinances of the City of Big Spring; Providing for a Penalty; Providing for Severability; Providing for Publication; and Providing an Effective Date. | 13-16 | Johnson |
| 12. | First Reading of a Resolution Providing for Health Insurance for Retirees with: (1) Twenty Years of Service to the City; and (2) Those with Five Consecutive Years of Service to the City, Who are Otherwise Eligible to Retire Under the Texas Municipal Retirement System or the Big Spring Fireman's Relief and Retirement Plan and | 17-18 | Medina |

Their Dependents so Long as the Retiree is Eligible; Providing for Annual Premium Adjustments; Providing for Payment to be Borne by Retirees; Providing an Effective Date; Providing for Repeal of Inconsistent Resolutions and Ordinances.

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| 13. | Consideration and Approval of Group Benefits Services Agreement with Texas Municipal League Intergovernmental Employee Benefits Pool (TMLIEBP) for Health Plan Administrative Services and Authorizing the Mayor to Execute Any Necessary Documents. | 19-38 | Medina |
| 14. | Consideration and Approval of Memorandum of Understanding with Keep Big Spring Beautiful for the Main Street Medians Project and Authorizing the Mayor to Execute any Necessary Documents. | 39 | Wegman |

City Manager's Report

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| 15. | Standing Report | | Darden |
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Council Input

- | | | | |
|-----|---------|--|----------|
| 16. | Input | | McLellan |
| 17. | Adjourn | | McLellan |

I hereby certify that this agenda was posted on the official bulletin boards at the Big Spring City Hall Building, 310 Nolan Street, Big Spring, Texas on Friday, August 7, 2015 at 5 p.m. In addition, this agenda and supporting documents are posted on the City of Big Spring's website, www.mybigspring.com in accordance with legal requirements.



Tami L. Davis, Assistant City Secretary

THE MEETING FACILITY IS ACCESSIBLE TO DISABLED PERSONS. ANY DISABLED PERSON NEEDING SPECIAL ACCOMMODATIONS OR HEARING-IMPAIRED PERSONS WISHING TO HAVE AN INTERPRETER SHOULD CONTACT LESA GAMBLE AT 264-2401. REQUESTS FOR AN INTERPRETER SHOULD BE MADE AT LEAST 48 HOURS IN ADVANCE OF THE MEETING TIME.

Agenda Removal Notice - This public notice was removed from the official posting board at the Big Spring City Hall Building, 310 Nolan Street, Big Spring, Texas on

August _____, 2015 at _____ a.m./p.m. By: _____

STATE OF TEXAS :
COUNTY OF HOWARD :
CITY OF BIG SPRING :

The City Council of the City of Big Spring, Texas, met in a regular meeting in the City Council Chambers located at 307 E. 4th, Big Spring, Texas, at 5:30 p.m., July 28, 2015, with the following members present:

LARRY McLELLAN	Mayor
JUSTIN MYERS	Mayor Pro Tem
CARMEN HARBOUR	Councilmember
STEVE WAGGONER	Councilmember
JIM DEPAUW	Councilmember

(Councilmembers Marquez and Benavides were not present at this meeting.)

Same and constituting a quorum; and

TODD DARDEN	City Manager
KAYE EDWARDS	City Attorney
JOHN MEDINA	Assistant City Manager/ Human Resource Director
CHAD WILLIAMS	Police Chief
CRAIG FERGUSON	Fire Chief
JOHNNY WOMACK	Public Works Director
DON MOORE	Finance Director/ City Secretary
JIM LITTLE	Airpark Director
TIM GREEN	Municipal Court Judge
DEBBIE WEGMAN	Community Services Director

INVOCATION & PLEDGE OF ALLEGIANCE

Bill Ivins, First United Methodist Church, gave the invocation and Mayor McLellan led the Pledge of Allegiance to the American and Texas Flags.

ANNOUNCEMENTS & PUBLIC HEARINGS

SECOND PUBLIC HEARING – REGARDING ANNEXATION AND ZONE CHANGE REQUEST TO A RETAIL (R) ZONING DISTRICT INTO THE BIG SPRING CITY LIMITS, LOCATED AT 3113 SOUTH HIGHWAY 87, TWO ONE-ACRE TRACTS APPROXIMATELY 675’ NORTHEAST OF THE INTERSECTION OF VILLAGE STREET AND US HIGHWAY 87; MORE SPECIFICALLY BEING ONE ACRE OUT OF SECTION 7, BLOCK 32, 1S OF TRACT 170 AND BEING ONE ACRE OUT OF SECTION 7, BLOCK 1S OF TRACT 171 OF THE T&P RR. CO. SURVEY.

Motion was made by Councilmember DePauw, seconded by Mayor Pro Tem Myers, with all members of the Council voting “aye” to open the above captioned public hearing. There were no comments from citizens or the council. Motion was made by Councilmember Harbour, seconded by Councilmember Waggoner, with all members of the Council voting “aye” to close the above captioned public hearing.

DISPOSITION OF MINUTES

APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF JULY 14, 2015

Motion was made by Mayor Pro Tem Myers, seconded by Councilmember DePauw, with all members of the Council voting “aye” approving the above listed minutes.

CONSENT ITEMS

ACCEPTANCE OF THE MCMAHON-WRINKLE AIRPORT DEVELOPMENT BOARD MINUTES FOR THE MEETING OF JUNE 8, 2015

Motion was made by Mayor Pro Tem Myers, seconded by Councilmember Harbour, with all members of the Council voting “aye” approving the above listed minutes.

ROUTINE BUSINESS

Councilmember Marquez was not present at this meeting to review the vouchers.

NEW BUSINESS

FIRST READING OF AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 16, ARTICLE 3 ENTITLED “UTILITY SERVICE CHARGES,” SECTION 16-61 ENTITLED “WATER TAMPERING FEES” BY ADDING A FEE FOR STOLEN OR DAMAGED REGISTERS AND REMOVED BUT UNDAMAGED REGISTERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

Motion was made by Councilmember Harbour, seconded by Mayor Pro Tem Myers, with all members of the Council voting “aye” approving the above listed ordinance.

ACCEPTANCE OF A 20’ UTILITY EASEMENT AND RIGHT OF WAY FROM LEE HARRIS FOR SEWER LINE PROJECT NEAR I-20

Motion was made by Councilmember Waggoner, seconded by Councilmember DePauw, with all members of the Council voting “aye” approving the above listed utility easement.

ACCEPTANCE OF A 20' UTILITY EASEMENT AND RIGHT OF WAY FROM DIPAL PATEL FOR SEWER LINE PROJECT NEAR I-20

Motion was made by Councilmember Waggoner, seconded by Councilmember DePauw, with all members of the Council voting "aye" approving the above listed utility easement.

APPROVAL AND ACCEPTANCE OF THE MINUTES OF THE REGULAR MEETING OF THE BIG SPRING ECONOMIC DEVELOPMENT CORPORATION HELD ON JUNE 16, 2015

Motion was made by Councilmember Harbour, seconded by Councilmember DePauw, with all members of the Council voting "aye" approving the above listed minutes.

CITY MANAGER'S REPORT

There was no report.

COUNCIL INPUT

Councilmember Harbour expressed concerns about the Bert Andries Park not being taken care of and recognized as well as other city parks.

Mayor McLellan responded to Councilmember Harbour's concerns by stating that the Bert Andries Park was very nice and that the City must consistently work to distribute man power and funding between all city parks.

EXECUTIVE SESSION – CITY ATTORNEY'S REPORT

ADJOURN INTO EXECUTIVE SESSION WITH THE EXECUTIVE DIRECTOR OF THE BIG SPRING ECONOMIC DEVELOPMENT CORPORATION UNDER THE PROVISIONS OF TITLE 5, TEXAS GOVERNMENT CODE, SECTION 551.087 TO DISCUSS OR DELIBERATE COMMERCIAL OR FINANCIAL INFORMATION CONCERNING ENTITIES THAT THE CITY SEEKS TO HAVE LOCATE, STAY OR EXPAND IN OR NEAR THE CITY AND WITH WHICH THE CITY AND BIG SPRING ECONOMIC DEVELOPMENT CORPORATION ARE CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; AND UNDER TITLE 5, TEXAS GOVERNMENT CODE, SECTION 551.072 TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY (QUARTERLY UPDATE)

There was no report at this time.

ADJOURN

Mayor McLellan adjourned the meeting at 5:55 p.m.

CITY OF BIG SPRING, TEXAS

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 16, ARTICLE 3 ENTITLED "UTILITY SERVICE CHARGES," SECTION 16-61 ENTITLED "WATER TAMPERING FEES" BY ADDING A FEE FOR STOLEN OR DAMAGED REGISTERS AND REMOVED BUT UNDAMAGED REGISTERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, amending the water tampering fees by adding a fee for repair or replacement of damaged registers will assist in the operation of the water utilities department; and

WHEREAS, the City Council finds these fees will help offset costs related to the repair and/or replacement of stolen or damaged registers;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, THAT:

SECTION 1. Chapter 16, Article 3 entitled "Utility Service Charges" is hereby amended by adding a new Section 16-61 entitled "Water Tampering Charges" is hereby amended to read as follows:

Sec. 16-61. Water Tampering Fees.

These following fees must be paid by the account holder before water service can be restored when tampering with City equipment is discovered. These fees are in addition to any applicable criminal penalties that may be assessed upon conviction for tampering with or destroying City property or theft of services. Fees for tampering with City utility equipment shall be as follows:

Broken Valves (Curb Stops)	¾"	\$200.00
	1"	\$250.00
	2"	\$300.00
Installation of Locking Device		\$150.00
Broken Pad Locks		\$100.00
Jumper Found		\$300.00
Stolen Meter		\$600.00
Removing an Antenna from Meter		\$100.00

Stolen or Damaged Registers	\$250.00
Removed but Undamaged Registers	\$100.00

SECTION 2. Should any section, paragraph, sentence, clause, phrase or word of this ordinance be declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. The City Secretary is hereby directed to cause the caption and the fees associated with this ordinance to be published as provided by law.

SECTION 5. This ordinance shall take effect immediately from and after its publication and passage upon two readings in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **28th** day of **July, 2015**, with all members present voting “aye” for passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **11th** day of **August, 2015**, with all members present voting “aye” for passage of same.

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary



CITY OF BIG SPRING

310 NOLAN STREET, BIG SPRING, TX 79720

2015 Tax Rates

Effective Tax Rate	\$0.700789 / \$100
Last year's Total (Debt and M&O) Tax Rate	\$0.856640 / \$100
Rollback Tax Rate	\$0.771725 / \$100
Tax Rate in City Manager's Proposed Budget	\$0.770500 / \$100
Debt Service Rate	\$0.177489 / \$100
M & O Rate	\$0.593011 / \$100

Example wording for a motion to call for a preliminary proposed tax rate with the intent of adopting the rate at the September 21st, 2015 meeting.

"I make a motion to adopt a \$.177489 Debt Service Tax Rate and a Preliminary Proposed \$.593011 Maintenance and Operation Tax Rate for a total Preliminary Proposed Tax rate of \$.770500 on the regular council meeting, Monday, September 21st, 2015 at 5:30PM.

Example of wording calling for a motion to set the two public hearings on a tax increase and a public hearing on the budget.

"I make a motion to call for the first public hearing on a proposed tax increase for the regular council meeting on Tuesday, August 25th, 2015 at 5:30 PM, and for the second meeting to be during the regular council meeting on Monday, September 21st, 2015 at 5:30PM"

Example of wording calling for a motion to set the public hearing on the proposed budget.

"I make a motion to hold a public hearing on the proposed budget at the regular council meeting on September 8, 2015 at 5:30PM."

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING CHAPTER 16, ARTICLE 3 ENTITLED "UTILITY SERVICE CHARGES" BY ADDING A NEW SECTION 16-71 ENTITLED "ONLINE PAYMENT CONVENIENCE FEE" AND AMENDING CHAPTER 12, ARTICLE 1 ENTITLED "GENERAL PROVISIONS" BY ADDING A NEW SECTION 12-11 ENTITLED "ONLINE PAYMENT CONVENIENCE FEE" TO ESTABLISH A FLAT FEE OF ONE DOLLAR AND FIFTY CENTS TO CUSTOMERS USING THE INTERNET TO PAY WATER BILLS AND MUNICIPAL COURT FINES/FEES; PROVIDING FOR A SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, online credit card payment capabilities were made available for the convenience of the public to pay water utility bills and municipal court fines/fees;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, THAT:

SECTION 1. Chapter 16, Article 3 entitled "Utility Service Charges" is hereby amended by adding a new Section 16-71 entitled "Online Payment Convenience Fee" to read in its entirety as follows:

Sec. 16-71. Online Payment Convenience Fee.

An online payment convenience fee of One Dollar and Fifty Cents (\$1.50) will be charged to any customer that pays any water utility bill with a credit card via the internet.

SECTION 2. Chapter 12, Article 1 entitled "General Provisions" is hereby amended by adding a new Section 12-11 entitled "Online Payment Convenience Fee" to read in its entirety as follows:

Sec. 12-11. Online Payment Convenience Fee.

An online payment convenience fee of One Dollar and Fifty Cents (\$1.50) will be charged to any customer that pays any municipal court fine/fee with a credit card via the internet.

SECTION 3. Should any section, paragraph, sentence, clause, phrase or word of this ordinance be declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 5. The City Secretary is hereby directed to cause the caption and the fees associated with this ordinance to be published as provided by law.

SECTION 6. This ordinance shall take effect immediately from and after its publication and passage upon two readings in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **11th** day of **August, 2015** with all members present voting “aye” for passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **25th** day of **August, 2015** with all members present voting “aye” for passage of same.

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, ANNEXING THE HERINAFTER DESCRIBED TERRITORY TO THE CITY OF BIG SPRING, HOWARD COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS, AND GRANTING TO SAID TERRITORY AND TO ALL FUTURE INHABITANTS OF THE PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS; ADOPTING A SERVICE PLAN FOR THE TERRITORY ANNEXED; ESTABLISHING IT AS A RETAIL (R) ZONING DISTRICT; BINDING FUTURE INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF THE CITY OF BIG SPRING; PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, all required public notices have been submitted and public hearings have been held in accordance with state law; and

WHEREAS, a petition for annexation has been duly signed and acknowledged by each and every person or corporation having an interest in the subject property;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, THAT:

SECTION 1. The following described territory is hereby annexed and incorporated into the corporate limits of the City of Big Spring, Texas:

TRACT NO. 1

A 1.08 acre tract of land out of and part of Section 7, Block 32, T-1-S. T&P Ry. Co. Survey, Howard County Texas, more particularly described by metes and bounds as follows:

BEGINNING at a 1" I.P. the NE corner of a 3.0 acre tract of land heretofore conveyed to Perfect Homes, Inc. by J. Y. Robb through deed dated February 7, 1957, and recorded in Vol. 240, page 252 Deed of Records of Howard County, Texas to the SE corner of this tract.

THENCE N. 70° 39' W. along the North line of said 3.0 acre tract, 653.4' to a 1" I.P. in the East right-of-way line of U. S. Highway 87, for the NW corner of said 3.0 acre tract and the SW corner of this tract;

THENCE Northerly, along a 10° 19' curve to the left, the chord of which bears N. 17° 34' E 75.0' to a ¾" I.P. in the East right-of-way line of said U.S. Highway 87 for the NW corner of this tract;

THENCE S. 70° 39'E., 596.8' to a ¾" I.P. for the NE corner of this tract;

THENCE S. 18° 44' E., 95.3' to the Place of Beginning containing 1.08 acres of land.

TRACT NO. 2

A 0.98 acre tract of land out of and part of Section 7, Block 32, T-1-S, T&P Ry. Co. Survey, Howard County, Texas, and more particularly described by metes and bounds as follows:

BEGINNING at a ¾" I.P. from which on 1" I.P., the NE corner of a 3.0 acre tract of land heretofore conveyed to Perfect Homes, Inc. by J.Y. Robb through Deed dated February 7, 1957, and recorded in Vol. 240, page 252 Deed of Records of Howard County, Texas, bears S. 18° 44' E. 95.3', said ¾" I.P. being the SE corner of this tract;

THENCE N. 70° 39' W. along a line parallel with the said 3.0 acre tract, 596.8' to a ¾" I.P. in the East right- of-way line of U.S. Highway 87 for the SW corner of this tract;

THENCE Northerly along 1° 19' curve to the left, the chord of which bears N, 16° 32' E., 750' to a ¾" I.P. in the East right-of-way line of U.S. Highway 87 for the NW corner of this tract.

THENCE S. 70° 39' E 42.0' to a ¾ I.P. for the NE corner of this tract;

THENCE S. 18° 44' E. 98.3' to the Place of Beginning, and continuing 0.98 acres of land.

The city limits of the City of Big Spring are hereby extended to include the above described territory and said land and the future inhabitants thereof shall hereafter be entitled to all right and privileges of other citizens of the City of Big Spring, Texas and shall be bound by the acts and ordinances of said City.

SECTION 2. The service plan regarding the provision of public services set forth in Exhibit "A," attached hereto and incorporated herein by reference, is hereby adopted for the area described in Section 1 above as required by Texas Local Government Code §43.056.

SECTION 3. Upon the adoption of this ordinance, the area described in Section 1 shall be and constitute a commercial property and the area described in Section 1 shall be and constitute a Retail (R) Zone and shall be regulated in accordance with the City of Big Spring Zoning Ordinance.

SECTION 4. The City Secretary is hereby directed to file with the County Clerk of Howard County, Texas, a certified copy of this ordinance.

SECTION 5. The penalty for violation of this ordinance shall be up to Two-Thousand Dollars (\$2,000.00) for each offense.

SECTION 6. Should any section, paragraph, sentence, clause, phrase or word of this ordinance be declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby.

SECTION 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 8. The City Secretary is hereby ordered and directed to cause the descriptive caption, as well as the penalties for violation of this ordinance, to be published as provided by law.

SECTION 9. This ordinance shall take effect immediately after its publication in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first reading at a regular scheduled meeting of the City Council on the **11th** day of **August, 2015** will all members present voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular scheduled meeting of the City Council on the **25th** day of **August, 2015** will all members present voting “aye” for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

EXHIBIT A

ANNEXATION SERVICE PLAN 3113 S. Hwy 87: Jerry Worthy Annexation

The following services will be provided by the City of Big Spring immediately following annexation or upon demand following annexation.

- Animal Control:** The provisions of animal control services shall be in effect following annexation and development of the property.
- Code Enforcement:** The provisions of Code Enforcement services, including the application and enforcement of building, electrical, plumbing and other related code requirements adopted by the City of Big Spring shall be made immediately to the area upon annexation. The preparation of a zoning ordinance shall serve as a basis for the zoning of the property being annexed. The adoption of a zoning ordinance shall immediately follow annexation.
- Fire Protection:** Fire protection and suppression personnel and equipment from the Big Spring Fire Department will be provided to the area as needed.
- Fire Prevention:** The services of the City of Big Spring Fire Marshal's office shall be provided to the area.
- Parks:** City of Big Spring Parks and Recreation services and facilities will be available to the area residents.
- Police Protection:** Police protection personnel and equipment shall be provided to the area immediately upon annexation. Police enforcement and protection services shall be provided through regular patrol activities.
- Streets:** Public streets not maintained by the Texas Department of Transportation (TxDOT) or Howard County within the area shall be maintained by the City of Big Spring.
- Solid Waste:** Solid waste collection shall be available to residents of the annexed area at the same costs and procedures as required of city residents and businesses.
- Traffic:** Traffic control devices and street markers shall be installed where deemed necessary by the City's Street Department, except as provided by the Texas Department of Transportation (TxDOT) or Howard County.
- Utilities:** The extension of utilities (water/wastewater) in the area shall be in accordance with the City of Big Spring's Subdivision Regulations.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, PROVIDING FOR HEALTH INSURANCE FOR RETIREES WITH: (1) TWENTY YEARS OF SERVICE TO THE CITY; AND (2) THOSE WITH FIVE CONSECUTIVE YEARS OF SERVICE TO THE CITY, WHO ARE OTHERWISE ELIGIBLE TO RETIRE UNDER THE TEXAS MUNICIPAL RETIREMENT SYSTEM OR THE BIG SPRING FIREMAN'S RELIEF AND RETIREMENT PLAN AND THEIR DEPENDENTS SO LONG AS THE RETIREE IS ELIGIBLE; PROVIDING FOR ANNUAL PREMIUM ADJUSTMENTS; PROVIDING FOR PAYMENT TO BE BORNE BY RETIREES; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR REPEAL OF INCONSISTENT RESOLUTIONS AND ORDINANCES

WHEREAS, the City is currently offering health benefits coverage through the City of Big Spring self-funded benefit plan administered by Texas Municipal League Multistate Intergovernmental Employee Benefits Pool pursuant to an interlocal agreement;

WHEREAS, the City desires to provide health benefits coverage to its retirees who have a minimum of (1) twenty years of service with the City of Big Spring; or (2) five consecutive years of service at the time of retirement with the City of Big Spring and are eligible to retire as defined under the Texas Municipal Retirement System or the Big Spring Fireman's Relief and Retirement Plan along with eligible dependents, with the cost for such coverage to be borne by the individual retiree;

WHEREAS, the City desires to select a plan of benefits for its retirees to be provided by the Texas Municipal League Multistate Intergovernmental Employee Benefit Pool; and

WHEREAS, providing retiree coverage under the Texas Municipal League Multistate Intergovernmental Employee Benefit Pool Interlocal Agreement is in the best interest of the City, its retirees, and the public generally;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS THAT:

SECTION 1. The foregoing recitals are incorporated into this Resolution as findings of fact.

SECTION 2. The City hereby elects to provide health benefits coverage to its retirees and eligible dependents, as defined in the above recitals, through Texas Municipal League Multistate Intergovernmental Employee Benefit Pool Interlocal Agreement.

SECTION 3. The City hereby adopts the following benefit plans to be provided to its retirees through the Texas Municipal League Group Benefits Risk Pool:

the same medical plan offered to active employees.

SECTION 4. The City hereby authorizes the provision of retiree medical coverage at a contribution rate to be evaluated on an annual basis, adjusting premiums based on a funding ratio.

SECTION 5. The City recognizes and intends to grandfather current retirees and their dependents, except as to Section 4 of this Resolution. To qualify for medical coverage, individuals retiring after the effective date of this resolution must enroll for this coverage within thirty (30) days of retirement. Dependents of a retiree, except those grandfathered, will be eligible for coverage under the City's plan only so long as the City of Big Spring retiree is eligible.

SECTION 6. This Resolution may be repealed or modified at any time but will remain in effect for any employee retiring while it is in effect.

SECTION 7. All existing City resolutions or ordinances in conflict with this Resolution are repealed to the extent of the conflict.

SECTION 8. This Ordinance shall be effective immediately after its passage.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **11th** day of **August, 2015**, with all City Council members voting "age" for passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **25th** day of **August, 2015**, with all City Council members voting "age" for passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

GROUP BENEFITS SERVICES AGREEMENT NON-RISK PARTICIPATING

This Agreement is between the Employer named in the Schedule and the TML MultiState Intergovernmental Employee Benefits Pool (IEBP), 1821 Rutherford Lane, Suite 300, Austin, Texas 78754

SCHEDULE

- | | | |
|----|--|--------------------------------------|
| 1. | Employer: | <u>Big Spring</u> |
| 2. | Effective Date: | <u>October 1, 2015</u> |
| 3. | Monthly Service Charge per employee per month: | |
| | Claims Administration per received claim: | <u>10/01/15</u> <u>10/01/16</u> |
| | Claim Adjudication | \$13.25 \$13.25 |
| | Medical Management | \$4.00 \$4.00 |
| | Third year will not be in excess of a 5% increase of administrative fees | |
| 4. | Medical Waiting Period: | |
| 5. | Optional Services (PEPM = per employee per month; PPPM = per participant per month) | |

<input checked="" type="checkbox"/>	United Choice Plus PPO Network Access Fee using direct contracts: Choice Plus Network access requires benefit plan designs that incentivize network provider utilization. These requirements are as follows: 1. Equal to or greater than a \$250 Network and Non Network deductible variance 2. Equal to or greater than a \$500 Network and Non Network Out of Pocket maximum variance 3. Benefit Steerage of 20% 4. Network and Non Network Out of Pockets may not accumulate	\$14.20 PEPM	\$14.20 PEPM
<input checked="" type="checkbox"/>	Premium Practitioner Tier 1 Network Access (Available 01/01/16)	No additional charge	No additional charge
<input checked="" type="checkbox"/>	UnitedHealth Group Secondary Network Option First Health/Logo, MultiPlan, TC ³	15% of savings	15% of savings
<input checked="" type="checkbox"/>	Integrity Billing Audit	12% of savings	12% of savings
<input checked="" type="checkbox"/>	Out of Network Reference Based Pricing <u>110</u> %	\$1.00 PPPM	\$1.00 PPPM
<input type="checkbox"/>	Out of Network MDR _____ %	\$1.00 PPPM	\$1.00 PPPM
<input checked="" type="checkbox"/>	International Centers of Excellence Network	PEBA Agreement	PEBA Agreement
<input checked="" type="checkbox"/>	Disease Management	\$1.50 PEPM	\$1.50 PEPM
<input checked="" type="checkbox"/>	Dental	\$1.15 PEPM	\$1.15 PEPM
<input checked="" type="checkbox"/>	Vision	\$0.00 PEPM	\$0.00 PEPM
<input type="checkbox"/>	Medical Benefit Waiting Period		
<input type="checkbox"/>	Online Enrollment System	\$0.85 PEPM	\$0.85 PEPM
<input type="checkbox"/>	IEBP Online Enrollment Implementation Fee	\$1,500.00 (one time investment) \$175.00 per hour for custom programming within IEBP specifications	
<input type="checkbox"/>	Online Enrollment Payroll File	Custom Programming Charge	
<input checked="" type="checkbox"/>	ACH	No Charge	No Charge
<input type="checkbox"/>	Virtual Card		
<input type="checkbox"/>	Notification Dollar Amount \$ _____		
<input type="checkbox"/>	Wet Signature Requirement \$ _____		
<input type="checkbox"/>	Positive Pay Bank Account		
<input type="checkbox"/>	Control Disbursement Bank Account		
<input type="checkbox"/>	Manual Disbursement Bank Account		
<input type="checkbox"/>	Payment Date/Frequency _____		
<input type="checkbox"/>	Executed ACH Authorization Form		

<input type="checkbox"/>	Health Plan Identification Number	No Charge	No Charge																																																
<input checked="" type="checkbox"/>	Continuation of Coverage/Group Set up \$50.00	\$0.50 PPPM	\$0.50 PPPM																																																
<input type="checkbox"/>	Onsite Wellness	PEBA Options/Direct Cost																																																	
<input checked="" type="checkbox"/>	Telehealth Services: \$40.00 per call: <i>\$30.00 PLAN</i> <i>\$10.00 COPAY</i>	Healthiest You Consult Fee: \$40.00 EE Lives: PEPM 1,000-2,499 \$3.15 5,000-19,000 \$3.00 20,000+ \$0.99																																																	
<input checked="" type="checkbox"/>	Pharmacy Benefit Management Fee	OptumRx Broad Network Admin Fee \$1.50 <i>(includes Wells Fargo \$0.75 Claim Repricing Quarterly Audit)</i> OptumRx Services <input checked="" type="checkbox"/> OptumRx Broad Network <input type="checkbox"/> OptumRx Mail Service <input type="checkbox"/> OptumRx Specialty Pharmacy Clinical/Prior Authorization (PA) Services <input type="checkbox"/> OptumRx Prior Authorization and Step Therapy <input type="checkbox"/> Clinical Prior Authorization: \$50 per case <input type="checkbox"/> Physician Reviewed PA performed by OptumRx: \$225 per authorization <input type="checkbox"/> Appeals requiring physician: \$550 per level <input type="checkbox"/> Appeals not requiring physician: \$180 per level Formulary Management <input checked="" type="checkbox"/> OptumRx Political Subdivision: Updates to formulary occur September 1st. New drugs are added to formulary and drugs removed from market will be the only changes per plan year. <input type="checkbox"/> OptumRx: Updates to formulary occur throughout plan year. OptumRx Broad Network <table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th></th> <th>Retail</th> <th>Mail</th> </tr> </thead> <tbody> <tr> <td colspan="3">Discounts</td> </tr> <tr> <td>Brand</td> <td>17.0%</td> <td>23.5%</td> </tr> <tr> <td>Generic</td> <td>MAC</td> <td>MAC</td> </tr> <tr> <td>Biotech</td> <td>N/A</td> <td>Drug specific</td> </tr> <tr> <td colspan="3">Retail 90 Discounts</td> </tr> <tr> <td>Brand</td> <td>20.0%</td> <td></td> </tr> <tr> <td>Generic</td> <td>MAC</td> <td></td> </tr> <tr> <td colspan="3">Dispense Fee</td> </tr> <tr> <td>Brand</td> <td>\$0.90</td> <td>\$0.00</td> </tr> <tr> <td>Generic</td> <td>\$0.90</td> <td>\$0.00</td> </tr> <tr> <td>Biotech</td> <td>N/A</td> <td>\$0.00</td> </tr> <tr> <td colspan="3">Retail Dispense 90 Fee</td> </tr> <tr> <td>Brand</td> <td>\$0.50</td> <td></td> </tr> <tr> <td>Generic</td> <td>\$0.50</td> <td></td> </tr> <tr> <td colspan="3">Rebate Refunds I</td> </tr> </tbody> </table>			Retail	Mail	Discounts			Brand	17.0%	23.5%	Generic	MAC	MAC	Biotech	N/A	Drug specific	Retail 90 Discounts			Brand	20.0%		Generic	MAC		Dispense Fee			Brand	\$0.90	\$0.00	Generic	\$0.90	\$0.00	Biotech	N/A	\$0.00	Retail Dispense 90 Fee			Brand	\$0.50		Generic	\$0.50		Rebate Refunds I		
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Rebate Refunds I																																																			

	Year 1	\$20.59	\$80.82								
<input type="checkbox"/> Flex Debit Card Group Set up \$50.00:	\$3.70 PEPM		\$3.70 PEPM								
<input type="checkbox"/> Flex Premium Option Plan											
<input type="checkbox"/> Flex Standard Plan											
<input type="checkbox"/> Flex Grace Period Plan (2 month 15 days)											
<input type="checkbox"/> Flex Plan Unreimbursed Medical \$500 carry over											
<input type="checkbox"/> Flex Standard Plan Qualifying Event w/Qualifying Event											
<input type="checkbox"/> Flex Grace Period Plan (2 month 15 days) with Qualifying Event											
<input type="checkbox"/> Flex Plan Unreimbursed Medical \$500 carry over with Qualifying Event											
<input type="checkbox"/> Flex Paper Card Group Set up \$50.00	\$5.00 PEPM		\$5.00 PEPM								
<input type="checkbox"/> Retiree Direct Billing	\$1.00 PRPM		\$1.00 PRPM								
<input type="checkbox"/> External Vendor Reporting	Programming Charge of \$150.00/hour										
<input type="checkbox"/> Alternate Plan	\$1.25 PEPM		\$1.25 PEPM								
<input type="checkbox"/> iCES/AutoAudit	No Charge per Addendum A attached										
<input type="checkbox"/> Covered Individual Claim Look-Up	No Charge										
<input checked="" type="checkbox"/> Custom Claims Reports	\$150/programming hour										
<input checked="" type="checkbox"/> HIPAA Certificates	Included in Medical Admin Fee										
<input checked="" type="checkbox"/> Regulatory Reporting Data: <ul style="list-style-type: none"> <input type="checkbox"/> Medical/Rx/Admin Benefit Cost Overview for W-2 <input type="checkbox"/> Other Insurance Information for Primary/Secondary Coverage <input type="checkbox"/> Benefit Eligible Covered Individuals: Actual Count/Snapshot Count <input type="checkbox"/> Minimum Essential Coverage (MEC) Enrollments per Month: Name/SS#, DOB, Plan Benefit Tier 											
<input checked="" type="checkbox"/> Benefit Booklets (every 2 years)	Included for Number of EE Plus 10%										
<input checked="" type="checkbox"/> PPN Directories	Included For Number of EE Plus 10%										
<input checked="" type="checkbox"/> ID Card Distribution <ul style="list-style-type: none"> <input type="checkbox"/> Costs for more frequent ID card distribution will be submitted to employer <input type="checkbox"/> Mailings to covered individual addresses will be direct cost to employer <input type="checkbox"/> Educational Insert \$0.229/envelope + postage <input type="checkbox"/> Mailing of ID cards for new members or member changes will be direct cost to employer 	<p>One Card Average Cost \$0.99 Two-Card Set Average Cost \$1.08 plus (includes materials, fees and distribution to group)</p> <p>Actual cost of the ID cards will be billed to the group monthly as a pass through of the cost from the ID card vendor's invoice; Mailing Costs and Overnight delivery request will be billed at cost to the employer</p>										
<input type="checkbox"/> ID Card Sort <ul style="list-style-type: none"> <input type="checkbox"/> Alpha <input type="checkbox"/> Alpha by Plan <input type="checkbox"/> Alpha by Location <input type="checkbox"/> Alpha by Location by Plan 											
<input checked="" type="checkbox"/> TML MultiState IEBP Subrogation	20% of savings amount received by IEBP										
<input checked="" type="checkbox"/> External Medical Specialty Review	<p>Direct Cost of Review</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-right: 20px;">Regular Review</td> <td style="text-align: right;">\$340.00</td> </tr> <tr> <td>Expedited 24 hour review</td> <td style="text-align: right;">\$515.00</td> </tr> <tr> <td>Expedited 48-72 hour review</td> <td style="text-align: right;">\$442.00</td> </tr> <tr> <td>Oncology Review</td> <td style="text-align: right;">\$975.00</td> </tr> </table>			Regular Review	\$340.00	Expedited 24 hour review	\$515.00	Expedited 48-72 hour review	\$442.00	Oncology Review	\$975.00
Regular Review	\$340.00										
Expedited 24 hour review	\$515.00										
Expedited 48-72 hour review	\$442.00										
Oncology Review	\$975.00										
<input checked="" type="checkbox"/> Run Out	Six month Run-Out will be provided if ninety-day termination notice is implemented. Cost will be the medical claim administration cost at termination.										
<input checked="" type="checkbox"/> Dental Consultant	\$23.00 dental, \$50.00 medical, \$75.00 TMJ referral										

<input type="checkbox"/> Value Add Dental Network	United Network options available. No options for Dental Plans that have a fixed fee schedule. <ul style="list-style-type: none"> <input type="checkbox"/> Network Guardian more dentist with slightly better discounts repriced internally \$1.25 PEPM <input type="checkbox"/> DenteMax repriced internally \$1.00 PEPM <input type="checkbox"/> Dental UMR and Connection Dental repriced externally \$0.90 and 25% of savings
<input type="checkbox"/> Broker/Agent Fee	\$0.00
<input checked="" type="checkbox"/> Covered Individual External Appeal Request (<i>Effective 07/01/11 anniversary months thereafter</i>)	<p>AllMedMd \$185 to \$310/case (Depends on number of pages to review and whether it is a non-expedited, expedited, or Rush case review).</p> <p>Managing Care Managing Claims (MCMC) Standard Physician Specialist review \$210 - \$375/hr (depends on specialty and TAT requested) Allied Health Services (OT, ST, PT. Psychologist, Podiatry, Respiratory Therapist, Optometry, Chiro, Dentistry) \$85 - \$185/case (effected by requested TAT) Cases with >100 pages: \$150/hr - \$210/hr (effected by requested TAT)</p> <p>Medical Review Institute of America (MRIOA) Allied Health Services (Speech, Ancillary Services, Physical Therapy, Chiro, Acupuncture, Message Therapy, Occupational Therapy, Podiatry, Dentistry) \$119/case \$169/hr for Phone Consultations Standard Physician Specialist review \$175 for Short review (20 pages or less) \$340 for Standard Physician Specialist review Expedited Reviews = + 50% for 24 hr TAT, +30% for 72 hr TAT; Max of \$250/case</p> <p>MCN (Medical Consultants Network) <u>Internal Review:</u> Standard Review: \$350.00 (Standard pricing for files up to 100 pages. Additional charge of \$25.00 for each additional 50 pages). Expedited Review: \$500.00 Reconsideration: \$50.00</p> <p><u>External Review:</u> Standard Review: \$400.00 (Standard pricing for files up to 100 pages. Additional charge of \$25.00 for each additional 50 pages). Expedited Review: \$550.00 Cancellation: \$50.00</p>

- **DEFINITIONS:** The following terms where used in this Agreement, have these meanings:
- **We, us, or our** - The TML MultiState Intergovernmental Employee Benefits Pool, known as the "Group Benefits Administrator" herein, or any subcontractor which it designates to perform the functions and meet the obligations to which it agrees in this Agreement.
 - **You or your** - The Employer named in the Schedule.
 - **The Plan** - The employee benefit plan which the Employer named in the Schedule has adopted to provide medical expense benefits to eligible persons, as defined, and which is attached to this Agreement.
 - **Eligible Persons** - Employees and dependents who are eligible for benefits under the Plan.

You have adopted the Plan and asked us to administer the benefits provided by the Plan. Therefore, in consideration of the mutual promises contained in this Agreement, it is agreed as follows.

I. OUR DUTIES

- a. **We agree** to process all claims presented on behalf of eligible persons for the payment of benefits according to the terms of the Plan. We will administer benefits per your plan document unless authorized by you, in writing, to pay outside the plan guidelines. We will not process any claim which was incurred prior to the Effective Date shown in the Schedule, unless authorized by you in writing prior to determination.
- b. **We agree** to provide, at monthly intervals, a listing of all Plan benefits paid. One custom and one free programming change of two hours or less per year is provided, at your request, at no cost per plan year. Subsequent custom reports will be billed as shown in the schedule.
- c. **We agree** to design, review and print standard forms to explain benefits to employees, standard enrollment cards, standard ID cards and one (1) standard benefit book every two (2) years.
- d. **We agree** to provide underwriting services including (i) annual cost projections, (ii) cost projections for Plan modifications; and estimates of reserve amounts required to fund the Plan on a current basis.
- e. **We agree** to provide assistance to you in designing your Plan benefits based on coverage adequacy, cost control effectiveness, and medical or economic developments. We will not provide legal review or advice regarding your plan document or otherwise.
- f. **We agree** to provide an annual report of tax reportable claim payments to medical care providers.
- g. **We agree** to allow you to obtain a third party to conduct an onsite claims audit at our offices. Such claims audit will be limited to once per agreement year and the date(s) will be mutually agreed upon. We agree to not unnecessarily delay the claims audit by not mutually agreeing to a date.
- h. **We agree** to administer all provisions contained in the Plan booklet/document adopted by the Employer.
- i. **We agree** to use care and diligence in the exercise of our powers and the performance of our duties as Group Benefits Administrator hereunder but shall not be liable for any mistake or judgment or other action taken in good faith or for any loss unless resulting from our gross negligence.
- j. **We agree** to process any written requests, issues or comments received from Eligible Persons on appeals of denied benefits and forward the information to the Employer for review and decision.
- k. **We agree** upon receipt of the Employer's written decision of benefit appeals, to calculate any amount due and payable, or issue a denial notice, all in accordance with written instructions of the Employer.

- l. **We agree** to notify stop loss carriers of potential claims and provide all reporting required by stop loss carriers when requested to do so in writing. The Group Benefits Administrator shall have no responsibility for the accuracy of any data or reports sent to or accessed by the stop-loss carrier, through a consultant or otherwise, unless the Group Benefits Administrator has first reviewed and approved such data or reports. The Employer shall promptly notify the Group Benefits Administrator if and when the Employer agrees to an stop-loss “lock-in” date.
- m. **We agree** to provide coordination of benefit services and pursue subrogation on behalf of the employer, when applicable. Subrogation is handled by in house counsel. Should a subrogation matter proceed to litigation, all attorney fees, court costs, and other expenses shall be paid by you. Should we be joined as a party to any subrogation or claim related litigation, you will reimburse TML MultiState IEBP for its attorney fees, court costs, and other expenses, including TML MultiState IEBP’s legal expenses incurred for counsel retained separate and apart from you. TML MultiState IEBP will pursue subrogation on claims paid through the claim adjudication run timeframe, unless you provide TML MultiState IEBP written notice that subrogation services should terminate immediately. We will continue to be entitled to the 20% fee listed above, regardless of whether the collection is made through you or TML MultiState IEBP, as long as the recovery was based on claims paid through TML MultiState IEBP.
- n. **We agree** to refund all amounts paid over the specific stop loss limit within ten (10) days of approval by the stop loss carrier. We do not assume responsibility for the payment of any stop loss claim.
- o. **We agree** to refund all amounts paid over the aggregate stop loss attachment point within ten (10) days of approval by the stop loss carrier.
- p. **We agree** to provide notification, continued stay review, discharge planning and large care management as needed.
- q. **We agree** to use iCES and/or Auto Audit claim screening software to review your claims at no additional cost, as directed by you on Addendum A to this Agreement.
- r. **We agree** to receive claims electronically for your eligible persons to the extent providers are capable of electronic submission.
- s. **We agree** to maintain claims processing data electronically on microfilm, optical disk, or other appropriate media for six (6) years and provide you with copies of this data for individual requests within two (2) business days following receipt.
- t. **We agree** to provide your bank with a daily ‘positive pay’ file, which documents which claims were paid each business day.

II. YOUR DUTIES

- a. **You agree** to establish a checking account at your bank, which will be used to pay all of your claims per Addendum A. You will be the custodian of this account and will be responsible for depositing all funds necessary to pay said claims. This account must utilize the ‘positive pay’ feature of the banking process. Through this process, TML MultiState IEBP will be responsible for transmitting a daily file, which gives an electronic listing of all checks written the night before. TML MultiState IEBP will be a signer on the account for check writing purposes only. We will use the facsimile signature of the Chairman of our Board of Trustees to sign your checks. You agree to have your own personnel listed as authorized signers, for the purpose of inquiries, research or reconciliation of the account.

Any fees associated with the establishment or daily process and operation of this account will be your responsibility.

If this account is not maintained and properly funded, we may at our option, take any of the following actions:

- (i) suspend the processing and payment of your claims;
- (ii) terminate this Agreement immediately by written notice to you.

- b. **You agree** to provide us in a timely fashion all information and assistance we may need to properly administer the Plan.
- c. **You agree** to verify according to your plan document, the eligibility of any persons who request coverage under your plan. Your verification of eligibility will be indicated on the enrollment record in the space provided for "Employer Acceptance". Once accepted by you and the enrollment record received by us, those persons will be considered eligible persons.
- d. **You agree** to remit any premium for stop loss, life or other insured contracts by the twentieth (20th) of each month and understand we do not advance premiums in your behalf.
- e. **You agree** that if we or any of our agents or employees are subject to any fine, penalty, loss, damage, cost, expense or legal fee because of our administration of the Plan in good faith according to the terms of the Plan document, you will pay or reimburse us for any such fine, penalty, loss, damage, cost, expense or legal fee. In the event current revenues are inadequate to fund the obligation at the time it is determined, you agree to take the appropriate budgetary action sufficient to pay the obligation.
- f. **You agree** to pay us a monthly service charge determined by multiplying the Monthly Service Charge shown in the Schedule of this Agreement by the number of employees covered under the Plan as of the first day of each calendar month commencing on the Effective Date of this Agreement. Payment shall be due as of the first day of each calendar month and shall be payable no later than the thirtieth (30th) of the month or the last day of the month.
- g. **You agree** to act on all benefit appeals in accordance with the provisions outlined by the Plan.
- h. **You agree** that if a payment is made to or on behalf of an ineligible person or if an overpayment is made to a covered person, the Group Benefits Administrator shall attempt, with full cooperation and assistance of the Employer, to recover such payment through reimbursement or from future benefits that become due to such person or entity. The Group Benefits Administrator shall not be responsible for any such payment or overpayment unless it was due to gross negligence of the Group Benefits Administrator.
- i. **You agree** to become a member of the TML MultiState Intergovernmental Employee Benefits Pool and to be bound by the terms of the TML MultiState Intergovernmental Employee Benefits Pool Interlocal Agreement.
- j. You agree to assume responsibility for providing to each employee the proper information required for the employee's federal income tax return, including but not limited to any W-2 or 1099 forms.

III. DURATION OF AGREEMENT

This agreement shall take effect on the effective date and shall automatically be renewed for a successive twelve (12) month period unless terminated by either party as set forth in Section IV. Modification of the agreement is acceptable as outlined in Section V.

IV. TERMINATION OF AGREEMENT

- a. **You can terminate** this Agreement by giving us written notice of your intent to do so, at least 31 days prior to the termination date.
- b. **We can terminate this Agreement:**
 - (i) immediately, by written notice to you, if you fail to maintain the bank account required by the Plan, fail to pay our charges when due, or in any other way fail to perform your duties under the Agreement;
 - (ii) 31 days after giving you written notice of our intent to do so.
- c. **You agree** to pay us for any outstanding charges by the last day of the month of your receipt of our bill. If you do not pay such charges by the end of the month, you will also pay us for any attorney's fees or other collection fees we incur, plus the maximum interest allowed by law.
- d. **We will have no further obligation** to process claims after the date this Agreement terminates.

V. MODIFICATION OF AGREEMENT

- a. If you and we agree on the terms of the modifications, this Agreement can be modified at any time.
 - (i) We can change any of the charges shown in the Schedule 31 days after giving you written notice of our intent to do so. Such written notice shall supersede the applicable items(s) in the schedule and any prior such notice(s). However, no such change shall take effect sooner than the first anniversary of the Effective Date shown in the schedule.

VI. DISCLAIMER

We act only as a provider of services to your Plan. We do not insure your Plan in any way. We are not a fiduciary.

This Agreement is made binding by the signature of your and our representatives who are duly authorized to enter into such agreements.

TML MultiState IEBP

Big Spring

Susan L. Smith

Print name

Print Name

Signature

Signature

Executive Director

Title

Title

Date

Date

Please Identify the Person that Maintains Plan Document Administrative exception Authority

Print Name

Print Name

Signature

Signature

Title

Title

Date

Date

EMPLOYER: Big Spring

EFFECTIVE DATE: October 1, 2015

Pursuant to Section 252.021 of the Local Government Code. The TML MultiState Intergovernmental Employee Benefits Pool will procure the coverage indicated below on behalf of said employer.

- | Yes | No | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Stop Loss Coverage |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Life & Accidental Death and Dismemberment Coverage |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Long Term Disability |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Short Term Disability |

NEWSPAPER OF RECORD: BIG SPRING HERALD

AUTHORIZED OFFICIAL: _____

TITLE: _____

DATE: _____

ADDENDUM A

REASONABLE AND CUSTOMARY

EMPLOYER: Big Spring

EFFECTIVE DATE: October 1, 2015

The undersigned employer has chosen the following percentile/RBRVS to be used for determining Reasonable and Customary charges.

Medical

90th

85th

80th

70th

60th

50th

Dental

90th

85th

80th

70th

60th

50th

MDR Table: Indemnity MDR Table or PPN/HMP Out of Network MDR Table

OR

Medical

110% RBRVS

RBRVS Fee Schedule: Indemnity Table or PPN/HMP Out of Network RBRVS Fee Schedule

The Undersigned Employer has given consent to implement the external audit results for the Preferred Provider Network and Non Network claims that are not paid per a Fixed Fee schedule. External audits are implemented for claims that are not repriced under a United Healthcare network contract.

MANAGEMENT PROGRAM	CLAIM THRESHOLD	FEE
Audit – Network Inpatient	≥ \$20,000	1.5 % of Eligible charges not to exceed \$5,000
Audit – Non Network Inpatient	≥ \$20,000	1.5 % of Eligible charges not to exceed \$5,000
Audit – Network Outpatient	≥ \$15,000	1.5 % of Eligible charges not to exceed \$5,000
Audit – Non Network Outpatient	≥ \$15,000	1.5 % of Eligible charges not to exceed \$5,000
Facility UCR – Non Network	≥\$500 and ≤ \$15,000	10% of savings not to exceed \$5,000 per patient per treatment episode/per calendar year
Facility UCR – Non Network for End Stage Renal Disease	Any Amount	10% of savings not to exceed \$5,000 per patient per treatment episode/per calendar year

Please list any variance on the above thresholds: _____

AUTHORIZED OFFICIAL: _____

TITLE: _____

DATE: _____

**GROUP BENEFITS SERVICES AGREEMENT
NON-PARTICIPATING**

TML MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL

CHECK STATUS INQUIRY / STOP PAYMENT

EMPLOYER: Big Spring

EFFECTIVE DATE: October 1, 2015

The undersigned employer has chosen the following option in which to charge the \$25 per check inquiry fee.

- No – Does not want to charge
- Yes – All provider and enrollee checks
- Yes – Only provider checks
- Yes – Only enrollee checks

AUTHORIZED OFFICIAL: _____

TITLE: _____

DATE: _____



AUTO AUDIT CLAIMS SCREENING RECOMMENDATIONS

The following is a list of Edits the Auto Audit program utilizes for the screening of claims based on designated setup of front end or back end screening:

Front End	Back End	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p><u>RULE #01 - OBSOLETE CODES</u> Identifies obsolete procedure codes for the billed date of service. Auto Audit substitutes a more appropriate code for the obsolete code if one is available. All obsolete code effective dates can be customized to meet specific client update needs.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p><u>RULE #02 - EXPERIMENTAL PROCEDURES</u> Identifies procedures that the industry considers to be experimental or investigatory.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p><u>RULE #03 - DISCRETIONARY/COSMETIC PROCEDURES</u> Identifies procedure codes to be cosmetic or discretionary.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p><u>RULE #04 - APPROPRIATE USE OF MODIFIERS</u> Identifies procedure and modifier combinations that are billed inappropriately.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><u>RULE #05 - SEPARATE PROCEDURES</u> Identifies procedures considered being included in the major procedure.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p><u>RULE #06 - ASSISTANT SURGERY</u> Identifies procedures that do not warrant payment for assistant surgeon involvement.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><u>RULE #07 - OBSTETRICAL GLOBAL FEE</u> Identifies separately billed visits and services. Any visit not associated with the pregnancy would be allowed.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><u>RULE #08 - SURGICAL GLOBAL FEE</u> Identifies separately billed office visits, consults or other procedures occurring within a set time period before and/or after a surgical procedure. Visits and procedures unrelated to the surgical procedure are allowed. The client has the ability to select Medicare guidelines or industry standard guidelines.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><u>RULE #09 - NEW PATIENT CODE</u> Identifies billing of more than one new patient procedure code for the same patient/provider. A more appropriate (established patient) procedure code is recommended.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><u>RULE #10 - INPATIENT IHM/DISCHARGE CODE</u> Identifies a physician billing for more than one initial IHM code or discharge visit for the same patient for the same hospitalization.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><u>RULE #11 - ICU VISIT FREQUENCY</u> Identifies a physician billing more than two-hour visits for the same patient on the same date of service.</p>

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|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>RULE #12 - IHM VISIT FREQUENCY</u>
Identifies when more than one physician bills for the same date of service for the same patient, and each is billing for a condition with the same body system. |
| <input type="checkbox"/> | <input type="checkbox"/> | <u>RULE #13 - PHYSICIAN VISIT FREQUENCY</u>
Occurs when a physician bills for multiple visits for the same patient for the same date of service with a related diagnosis. (This rule is turned off) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>RULE #14 - REPEAT PROCEDURES</u>
Identifies repeat procedures occurring within 3 days, or the time period customized by the client. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>RULE# 15-PROFESSIONAL COMPONENT ALLOWANCE</u>
Identifies records whenever modifier-26 is used designating that the physician is billing for the professional component of a procedure only. The corresponding technical component is then reduced, so the total does not exceed the maximum allowed. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>RULE #17 - MUTUALLY EXCLUSIVE PROCEDURES</u>
Identifies procedures that are “mutually exclusive” (cannot be performed together on the same day of service), and denies the procedure of lesser value. |
| <input type="checkbox"/> | <input type="checkbox"/> | <u>RULE #18 - POST-OP CARE, RULE #19 - PRE-OP CARE</u>
Identifies visits billed by a non-operative physician within the global period of surgery. Visits unrelated to the surgical procedure are allowed. (This rule is turned off) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>RULE #20 - MEDICAL PROTOCOL</u>
Identifies unjustified, frequently billed procedures and reflected by industry standard. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>RULE #21 - FRAGMENTED PROCEDURES</u>
Occurs when a physician bills for multiple procedures on the same date of service that are components of a major procedure for which there is a unique procedure code. The fragmented procedures are rebundled into the appropriate major procedure code. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>RULE #22 - SECONDARY PROCEDURE MANAGEMENT</u>
Identifies multiple procedures that qualify for payment. The procedures of highest value are paid in full, and up to four additional procedures are allowed at 50 percent, for customized by the client. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>RULE #23 - BILATERAL PROCEDURE MANAGEMENT</u>
Allows up to 150 per cent of the fee schedule for that procedure or as customized by the client. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>RULE #24 - UTILIZATION REVIEW</u>
Identifies procedures associated with upcoding, questionable appropriateness, not warranted by the patient’s condition, or that are inherently vague. |
| <input type="checkbox"/> | <input type="checkbox"/> | <u>RULE #25 - CASE MANAGEMENT</u>
<u>Identifies specific procedures or diagnosis that may have a potential catastrophic impact.</u>
(This rule is turned off) |
| <input type="checkbox"/> | <input type="checkbox"/> | <u>RULE 26-ASSISTANT SURGERY ALLOWANCE</u>
Payment is reduced to not exceed 25 percent of the fee schedule allowed for that procedure, or as customized by the client. (This rule is turned off) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>RULE #27 - CHEMISTRY LAB UNBUNDLED</u>
Identifies billing for more that on chemistry procedure code, and bundles them into the appropriate chemistry panel. |

- | | | |
|---------------------------------------|---------------------------------------|---|
| <input type="checkbox"/> No | <input type="checkbox"/> No | <u>RULE 28-MAXIMUM FEE ALLOWANCE</u>
Reduces payment to the maximum allowed for that procedure. (This rule is turned off) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> X | <u>RULE #32 - NON-COVERED BENEFITS OR INVALID CODES</u>
Identifies procedures that are not a covered benefit. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> X | <u>RULE #33 - MULTIPLE DISALLOWED PROCEDURES</u>
Identifies duplicate procedure codes for the same patient on the same date of service, billed by the same physician. |
| <input type="checkbox"/> No | <input type="checkbox"/> No | <u>RULE #34 - DUPLICATE PROCEDURES</u>
Identifies duplicate procedure codes for the same patient on the same date of service, billed by the same physician. (This rule is turned off) |
| <input type="checkbox"/> No | <input type="checkbox"/> No | <u>RULE #35-MANDATORY OUTPATIENT PROCEDURES</u>
Identifies procedures billed with an inpatient location that should have been performed in the ambulatory setting. (This rule is turned off) |
| <input type="checkbox"/> No | <input type="checkbox"/> No | <u>RULE #36 - POTENTIAL COORDINATION OF BENEFITS</u>
Identifies claims with diagnosis codes, potentially indicative of motor vehicle accidents or workers compensation. (This rule is turned off) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> X | <u>RULE #37 - OFFICE VISIT UPCODING</u>
Occurs when a physician bills for an extensive or comprehensive office visit that is in excess of the expected frequency for that diagnosis. |
| <input checked="" type="checkbox"/> X | <input type="checkbox"/> | <u>RULE #38 - INAPPROPRIATE CODES</u>
Identifies procedure codes that are not appropriate for a patient's gender or age and diagnosis codes that are not appropriate for a patient's gender. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> X | <u>RULE #39 - SENTINEL EVENTS</u>
Identifies events indicative of a possible quality of care issue. |
| <input checked="" type="checkbox"/> X | <input type="checkbox"/> | <u>RULE #40 - PROVIDER CUSTOMIZATION</u>
Allows the client to identify specific providers or specialties billing targeted procedures and/or diagnosis. |
| <input checked="" type="checkbox"/> X | <input type="checkbox"/> | <u>RULE #41 - PROCEDURE AND DIAGNOSIS CODE COMPATIBILITY</u>
Identifies inappropriate diagnosis/procedure code combinations. |
| <input type="checkbox"/> No | <input type="checkbox"/> No | <u>RULE #42 - PRE-EXISTING CONDITIONS</u>
Identifies records with "targeted" diagnosis codes that may be indicative of chronic conditions. (This edit is turned off) |
| <input type="checkbox"/> No | <input type="checkbox"/> No | <u>RULE #43 - SECOND SURGICAL OPINION</u>
Identifies a procedure that has not had a required second surgical opinion. (This rule is turned off) |



ICES CLAIMS SCREENING PROCESSING RULES

POLICY

Claims Edit System is an automated, clinically derived editing and repricing tool that automatically reviews claims for coding accuracy and appropriateness prior to a claim being paid. iCES KnowledgeBase edit tables interact to deliver 3.5+ million rules and relationships between different codes and other parameters.

The following is a summary of policies established from edits the iCES program utilizes for the screening of claims:

Add-on: This edit identifies reimbursement for physician claims submitted with add-on codes when billed in conjunction with primary procedures.

After Hours and Weekend Care: This edit identifies reimbursement for services provided outside of, (or which are disruptive of) normal posted office hours with scheduled staff.

Anesthesia: This edit identifies reimbursable anesthesia services outlined in three categories: anesthesia delivery, pain management and labor/delivery services.

Assistant Surgeon: This edit identifies services provided by assistant surgeons that are reimbursable services and the method for determining reimbursement amounts for assistant surgeon services.

B Bundle Codes: This edit identifies reimbursement of status "B" codes found on the National Physician Fee Schedule (NPFs).

Bilateral Procedures: This edit identifies bilateral procedures and the application of multiple procedure reductions.

Care Plan Oversight: This edit identifies appropriate reimbursement for care plan oversight services reported separately from codes for office/outpatient, hospital, home, nursing facility, or domiciliary services determined by complexity and approximate time spent by the physician or other health care professional within a 30 day period.

CCI Editing: This policy describes how United Healthcare applies National Correct Coding Initiative (NCCI) edits not otherwise addressed in other iCES reimbursement policies.

Contrast and Radiopharmaceuticals Materials Policy: This policy describes reimbursement for high and low osmolar contrast and radiopharmaceutical materials.

Co-surgeon/Team Surgeon: This edit identifies the method of reimbursement for co-surgeons (-62 modifier) and team surgeons (-66 modifier), and describes the circumstances under which assistant surgeon services are reimbursable services in conjunction with services provided by a co-surgeon.

Discontinued Procedure Policy: This edit discusses reimbursement for claims submitted with modifier 53.

Durable Medical Equipment, Orthotics and Prosthetics Multiple Frequency Policy: This edit describes the appropriate billing guidelines for reporting HCPCS codes with modifiers to indicate rental, purchase and maintenance and service of equipment. In addition, it addresses the frequency limitations concerning the rental, rental to purchase and maintenance and service of this equipment.

From and To Days: This edit provides appropriate procedure for reporting identical services performed on consecutive days.

Global Days: This edit identifies the global period of a procedure, and the reimbursement for Evaluation and Management (E/M) or other related services performed by a physician. (Effective Feb 2008, UHO claims are held to the Auto Audit Surgical Global Edit – 08 in place of iCES edits)

Increased Procedure Services (formerly Unusual Services): This edit identifies appropriate reimbursement for claims submitted with a –22 modifier (unusual procedural services) or a –63 modifier (procedure performed on infants less than 4kg), but does not describe reimbursement for use of the –22 modifier in connection with anesthesia delivery services (see instead, the Anesthesia Policy).

Injection and Infusion Services (formerly Therapeutic and Diagnostic Injection Policy): This edit identifies appropriate reimbursement for therapeutic and diagnostic injection services other than chemotherapy, allergy and clinical immunology, and immunizations, which are not addressed by this policy. This policy does not apply to DME and home health care/home health agencies.

Initial Inpatient Consultation: This edit identifies appropriate reimbursement for initial inpatient consultation services.

Interventional Radiology: This edit identifies reimbursement for interventional radiology procedures. This policy does not apply to anesthesiologists or CRNAs.

Laboratory Rebundling: This edit identifies appropriate reimbursement of laboratory panel and component codes.

Maximum Frequency Per Day: This edit identifies appropriate reimbursement for physician claims submitted with multiple units for the same CPT or HCPCS code on the same date of service.

Microsurgery: This edit identifies the code ranges allowed for separate reimbursement for microsurgical technique.

Moderate Sedation: This edit identifies appropriate reimbursement for moderate (conscious) sedation procedures.

Modifier Reference: This edit provides reference to the modifiers in United Healthcare (UHC) reimbursement policies.

Multiple Procedures: This edit identifies appropriate reimbursement related to multiple procedure reduction percentages, which CPT and HCPCS codes are subject to multiple procedure reductions, and the methods by which procedures are determined to be primary versus secondary or subsequent.

New Patient Visit: This edit identifies the appropriate use of new office/outpatient Evaluation and Management (E/M) CPT codes. Home Health Care/Home Health Agencies are excluded from this policy.

Observation Care Evaluation and Management Codes: This policy discusses appropriate coding of Observation care related procedures

Obstetrical: This edit identifies appropriate reimbursement for global and non-global obstetric services. (Effective Feb 2008, UHO claims are held to the Auto Audit Surgical OB Edit – 07 in place of iCES edits)

Once in a Lifetime Procedures: This policy identifies procedures that because of the procedure code description can be performed once in a patient's lifetime.

Physical Medicine & Rehabilitation Maximum Combined Frequency Per Day: This edit identifies appropriate reimbursement for certain timed therapy services provided in an office or outpatient setting.

Physical Medicine & Rehabilitation PT, OT and Evaluation & Management Services: This edit identifies appropriate reimbursement for physical and occupational evaluations.

Physical Medicine & Rehabilitation Speech Therapy: This edit identifies eligible and non-eligible speech therapy related procedures.

Preventive Medicine and Screening: This edit identifies appropriate reimbursement for Preventive Medicine Services performed on the same day as an Evaluation and Management (E/M) service.

Professional/Technical Component: This edit identifies the professional and technical components of a global procedure code.

Prolonged Services: This edit identifies appropriate reimbursement of prolonged physician services involving direct (face-to-face) patient contact that are beyond the usual service in either the inpatient or outpatient setting.

Radiology Multiple Imaging Reduction: This policy describes reimbursement related to multiple imaging reduction percentages, which CPT and HCPCS codes are subject to multiple imaging reductions, and the method by which procedures are determined to be primary versus secondary or subsequent. This policy will only apply to claims submitted on CMS-1500 claim forms or its electronic equivalent.

Rebundling: This edit identifies appropriate coding relationships through rebundling.

Reduced Service: This edit identifies appropriate reimbursement for claims submitted with a –52 modifier (reduced services).

Registered Dietitians and Home Health Specialties Billing Evaluation and Management Codes: This edit describes the correct coding methodology for reporting of services performed by Registered Dietitians and Home Health Specialties.

Robotic Assisted Surgery: This policy described reimbursement for physician claims submitted for surgical techniques requiring the use of a robotic surgical system.

Same Day/Same Service: This edit identifies appropriate reimbursement for multiple Evaluation and Management (E/M) services performed on the same date of service for the same patient.

Split Surgical Package: This policy describes reimbursement for services constituting components of the global surgical package.

Standby Physician: This edit identifies appropriate reimbursement for physician standby services.

Supply: This edit identifies appropriate reimbursement for supplies and surgical trays used in a physician’s office.

T Status Codes: This policy describes reimbursement of code with a status of “T” found on the CMS National Physician Fee Schedule.

Telemedicine: This edit identifies appropriate reimbursement for medical services delivered other than in person (such as over the phone, Internet or other communication devices), but does not include car plan oversight services (see instead, the Care Plan Oversight Policy).

Time Span Codes: This policy describes reimbursement methodology for certain procedure codes specific to a time parameter (e.g. weekly, monthly)

Urgent Care Policy: This policy describes reimbursement for services provided in an urgent care center.

Viral Hepatitis Serology Testing: This edit identifies appropriate reimbursement for physicians and other healthcare professionals for viral hepatitis serology testing.

Wrong Surgical or Other Invasive Procedures: This policy is applicable to both facility and professional services and discusses expectations that a provider would waive all costs associated with the wrong surgical or other invasive procedures.

HIPAA PRIVACY AUTHORIZATION SHEET (Initial Set-Up)

(ASO Members Only)

MEMBER NAME: Big Spring

FUND CONTACT NAME: October 1, 2015

BUSINESS ASSOCIATE AGREEMENT

HIPAA requires that you have a written agreement with any business associates who create, receive, maintain or transmit protected health information on your behalf. The agreement must include provisions from HIPAA's Privacy and Security Rules that notify the business associate of its obligation to comply with HIPAA's rules on privacy, security and breach notifications.

Have you executed a HIPAA-compliant business associate agreement with TML MultiState IEBP and any other business associate listed below? Yes No

ACCESS TO PROTECTED HEALTH INFORMATION

Certain employees and business associates will need access to protected health information to administer your employee health plan. TML MultiState IEBP will release protected health information to employees and business associates only if authorized by the above-listed fund contact. All requests to add or remove access to protected health information must be made by the above-listed fund contact and must be made in writing (letter, fax, e-mail).

TML MultiState IEBP has different levels of access to protected health information. These levels are:

- **Full Access:** Gives the authorized employee or business associate access to both individual and group records. The authorized person may access claims, eligibility and medical management information over the phone. Claims and eligibility information also may be accessed through *myTML* MultiState IEBP, TML MultiState IEBP's interactive web page. The authorized person will have access to the employer section of TML MultiState IEBP's website (www.tmlmultistateiebp.org), including online enrollment. The authorized person will have access to all month-end reports through *myTML* MultiState IEBP.
- **Claims & Eligibility Only:** Gives the authorized employee or business associate access to individual records. The authorized person may access an individual's claims, eligibility and medical management information over the phone. Individual claims and eligibility information also may be accessed through *myTML* MultiState IEBP. The authorized person will have access to the employer section of TML MultiState IEBP's website, including online enrollment.
- **Online Enrollment Only:** Gives the authorized employee or business associate access to the employer section of TML MultiState IEBP's website, including online enrollment.
- **Check Register Only:** Gives the authorized employee or business associate access to month-end check registers through *myTML* MultiState IEBP. The authorized person also may access check register and check tracer information over the phone.

AUTHORIZED INDIVIDUALS

	Check one:	Check all that apply:
Name: _____ Phone: _____ E-mail: _____	<input type="checkbox"/> Employee <input type="checkbox"/> Business Associate	<input type="checkbox"/> Full Access <input type="checkbox"/> Claims & Eligibility Only <input type="checkbox"/> Online Enrollment Only <input type="checkbox"/> Check Register Only
Name: _____ Phone: _____ E-mail: _____	<input type="checkbox"/> Employee <input type="checkbox"/> Business Associate	<input type="checkbox"/> Full Access <input type="checkbox"/> Claims & Eligibility Only <input type="checkbox"/> Online Enrollment Only <input type="checkbox"/> Check Register Only
Name: _____ Phone: _____ E-mail: _____	<input type="checkbox"/> Employee <input type="checkbox"/> Business Associate	<input type="checkbox"/> Full Access <input type="checkbox"/> Claims & Eligibility Only <input type="checkbox"/> Online Enrollment Only <input type="checkbox"/> Check Register Only
Name: _____ Phone: _____ E-mail: _____	<input type="checkbox"/> Employee <input type="checkbox"/> Business Associate	<input type="checkbox"/> Full Access <input type="checkbox"/> Claims & Eligibility Only <input type="checkbox"/> Online Enrollment Only <input type="checkbox"/> Check Register Only
Name: _____ Phone: _____ E-mail: _____	<input type="checkbox"/> Employee <input type="checkbox"/> Business Associate	<input type="checkbox"/> Full Access <input type="checkbox"/> Claims & Eligibility Only <input type="checkbox"/> Online Enrollment Only <input type="checkbox"/> Check Register Only

NO CHANGES

SECURE FAX

TML MultiState IEBP will fax protected health information only to a secure fax machine. A secure fax machine is accessible only by employees authorized to receive protected health information.

This fax machine is secure and may be used to receive protected health information: _____

Fund Contact's Signature

Date

Please return to:

Marjorie Jane Wilkes, Privacy & Security Officer
 TML MultiState Intergovernmental Employee Benefits Pool
 1821 Rutherford Lane, Suite #300
 Austin, TX 78754-5151
 (800) 348-7879, ext. 6504
 secure fax: (512) 719-6509
 marjorie.wilkes@iebp.org

MEMORANDUM OF UNDERSTANDING



Between the City of Big Spring
and
Keep Big Spring Beautiful

Purpose

This Memorandum of Understanding (MOU) establishes mutual agreements and guidelines for the improvement of the medians on Main Street in Big Spring, Texas (“the Main Street medians project”). This agreement supersedes any MOU or letter of authorization previously issued.

Authority

This MOU authorizes members and/or subcontractors of Keep Big Spring Beautiful, a non-profit corporation, to make improvements to said medians by installing turf replacement product such as an Astroturf- type material in order to conserve water usage and reduce maintenance while simultaneously improving the appearance of the medians.

Keep Big Spring Beautiful will:

- 1. Install the appropriate turf and base materials as needed to improve the Main Street medians.
- 2. Bear the cost, not to exceed \$12,000.00, to install the appropriate turf and base materials, planting of drought-resistant flora, and ground cover as needed to improve the Main Street medians.

The City of Big Spring will:

- 1. Perform all automated watering system bypasses of these areas and confirm that all systems remaining are operating appropriately to water the live trees and plants within the medians.
- 2. Continue landscaping maintenance.

The parties mutually agree:

- 1. To work with each other to coordinate the Main Street medians project.
- 2. Their mutual interests will be furthered by coordination of these improvements.
- 3. Either party may cancel this MOU time by giving written notice to the other party at the address specified below, or by subsequent agreements.

This Memorandum of Understanding was agreed to on this the _____ day of _____, 2015.

City of Big Spring,
a Texas home-rule municipality

Address: 310 Nolan
Big Spring, Texas 79720

Larry McLellan, Mayor

Keep Big Spring Beautiful,
a non-profit corporation

Address: 215 W. 3rd St.
Big Spring, Texas 79720

Lisa Brooks, President