

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 15, 2024,  
COMMISSION MEETING**

The Limestone County Commission met in a regular meeting today, at 9:43 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

Present: Daryl Sammet, Danny Barksdale, Derrick Gatlin, and LaDon Townsend. Absent: None. Collin Daly, Chairman presided.

The meeting began with the Pledge of Allegiance.

**MOTION** was made by Daryl Sammet and seconded by Danny Barksdale to approve the minutes of July 1, 2024.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; Danny Barksdale, aye; Derrick Gatlin, aye; and LaDon Townsend, aye. Motion carries unanimously.

**MOTION** was made by Danny Barksdale and seconded by Derrick Gatlin to approve the following claims:

|          |                 |               |
|----------|-----------------|---------------|
| 7/3/2024 | 0079669-0079751 | \$ 729,589.97 |
|          | TOTAL           | \$ 729,589.97 |

with detailed claims of the above being on file for review upon request to the County Administrator.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Danny Barksdale, aye; Derrick Gatlin, aye; Daryl Sammet, aye; and LaDon Townsend, aye. Motion carries unanimously.

**MOTION** was made by Daryl Sammet and seconded by LaDon Townsend to approve a MOU with Heritage Health Solutions for the County to participate in a cost reduction program for inmate medical claims.

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (the "MOU" or "Memorandum") is entered into on the 15<sup>th</sup> day of July 2024 (the "Effective Date"), by and between Heritage Health Solutions, Inc., located at 750 Canyon Dr., Suite 120, Coppell, TX 75019 ("Heritage"), and Limestone County Commission, located at 310 W. Washington St., Athens, AL 35611 ("County"). Heritage and County may be referred to individually as the "Party," or collectively, the "Parties."

**1. PURPOSE AND SCOPE**

The purpose of this MOU is to establish the County as a participant in a cost reduction program and to establish administrative responsibilities for each party. The County seeks to reduce inmate medical expenses from medical providers beyond the confines of the jail. By participating in this program

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Heritage will use its resources to reprice inmate medical claims for inmate medical claims the County is responsible for paying.

**2. OBJECTIVES**

Heritage agrees to provide administrative healthcare services for the County, as described in Attachment A (the "Services") on the terms and conditions set forth in this MOU and agrees to devote all necessary time and attention to the performance of the duties specified herein. Heritage shall be responsible for medical claims administrative management services for inmates housed in the County's jail for whom the County is financially responsible.

**3. PAYMENT**

For and in consideration of the services rendered by Heritage to the jail, the County agrees to pay Heritage for the Services listed in Attachment B. Applicable taxes and similar assessments are not included in the prices and will be billed separately on the County's invoice. Payments are due within thirty (30) days from the invoice date by electronic funds transfer.

**4. TERMS OF UNDERSTANDING**

The term of this Memorandum shall be for a period of twelve (12) months from the Effective Date and may be extended upon written mutual agreement of both Parties.

**5. CONFIDENTIALITY**

The Parties will treat the terms of this MOU, and any documents submitted herewith, in the strictest confidence, and that such terms will not be disclosed other than to those officers, representatives, advisors, directors and employees of any Party who need to know for the purpose of evaluating this MOU and who agree to keep such material confidential.

**6. LEGAL COMPLIANCE**

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

**7. NOTICES**

All notices required or permitted to be given under this Agreement shall be in writing and addressed or delivered to the Parties below:

Heritage Health Solutions, Inc.

750 Canyon Dr. Suite 120

Coppell, Texas 75019

Attn: Director, Contract Management

Limestone County Commission

310 W. Washington St.

Athens, AL 35611

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**8. LIMITATION OF LIABILITY**

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.

**9. NOTICE**

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

**10. GOVERNING LAW**

This Memorandum shall be governed by and construed in accordance with the laws of the State of Texas.

**11. AUTHORIZED AND EXECUTION**

The signing of this Memorandum does not constitute a formal understanding, and as such it simply intends that the signatories shall reach, to the best of their abilities, the goals and objectives stated in this MOU.

In Witness Whereof, the Parties have executed this Memorandum of Understanding as of the last date written below:

**HERITAGE HEALTH SOLUTIONS, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LIMESTONE COUNTY COMMISSION**

By: \_\_\_\_\_

Name: Collin Daly

Title: County Chairman

Date: July 15, 2024

**ATTACHMENT A – SERVICES**

- I.** Heritage will manage medical claims administration, provider network contracting, and provider payment for all Outpatient, Emergency Room, and Hospital Inpatient claims when residents leave the County’s detention facilities for medical services that are the financial responsibility of the County.
- Heritage will be responsible for medical claims processing of all off-site medical claims.
  - Heritage will negotiate with local providers to participate in our Heritage Network.
  - Heritage will pay providers at our negotiated contract rates.
  - Heritage will pay in-network providers within forty-five (45) calendar days of receiving a valid claim.
  - Heritage will invoice the County monthly for the previous month’s processed claims.
  - Heritage will provide a toll-free phone line with a customer service call center.
  - Heritage will provide an account manager to assist with day-to-day issues or questions.
  - Heritage will confirm eligibility and authorization of service prior to payment of claims based on information supplied by the County and/or jail facility. Claims that do not meet approval requirements will be denied.

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- Heritage will manage the appeals process with providers.
- For full transparency, the Heritage invoice will include the billed amount from the provider, the Medicare price, and the invoiced amount to the County.
- Heritage shall notify providers and facilities of the change in third party administrator if applicable.
- Heritage will provide a Standard Operating Procedure during the implementation phase of the Services.

**II. Invoicing:**

- Monthly invoicing is based on the processed date of the claim and will reflect all claims that are processed within a given period. Once the monthly invoicing process is finalized, invoices are issued for payment. If “paid” claims are later identified as invalid, the reversal and credit for those claims will be included on the monthly invoice in which the reversal is processed. Since invoicing is based on processed date, once a period is closed, modifications to the invoice cannot be made. Any adjustments to previously processed claims will be made in subsequent periods and will be reflected on the invoice for the period the adjustment was processed.

**III. Reporting:**

- Standard and Ad Hoc reporting will be provided.
- Data management and exchange including eligibility files and off-site authorization files.
- Invoices will be delivered via secure email or uploaded to our secure FTP site where the County can access them.
- As part of this service, if the County can provide a weekly off-site visit report that would make it apparent which off-site visits have been authorized, Heritage will use that information to produce a monthly accrual report. The accrual report will identify estimated costs associated with visits that have occurred, but for which claims have not yet been received. The accrual report will be delivered at the same time as the monthly invoice.
- Heritage will include a monthly claim detailed report with each monthly invoice that indicates the processed claims during that check cycle.
- The monthly claim detail report will include all processed claims paid in the claim cycle with supporting details including:
  - Claim Number      • Member DOB      • Primary Diagnosis      • Billed Amount
  - Member Name      • Provider Name      • Diagnosis Description      • Invoice Amount
  - Member ID      • Provider Tax ID      • Date(s) of service

**ATTACHMENT B - FEE SCHEDULE**

Heritage will adjudicate and pay all the medical claims that occur outside the jail for the County. Heritage will negotiate, in good faith, with providers, to secure and maintain a comprehensive, countywide medical preferred provider network (“PPN”) to provide accessible offsite inpatient and outpatient healthcare to County inmates.

Processing Fee per claim:

- Fully Processed and Denials .....\$40.00

All claims will be invoiced at 140% of the Medicare Allowable Amount as of the date of service. County shall reimburse Heritage at the invoiced amount for all claims in addition to the processing fee referenced above.

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Exceptions to invoiced amounts referenced above:

- Critical Access Hospitals (“CAH”) will be reimbursed according to the rate in place with the Centers for Medicare and Medicaid Services (“CMS”)- If the reimbursement rate to the hospital is greater than the invoice amount to County, the rate will be passed through to the County;
- If any state mandates a reimbursement rate that is greater than the invoice amount, the rate will be passed through to the County;

For select providers that will not accept the applicable Medicare or Medicaid pricing, rates paid will be passed through to the County.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; LaDon Townsend, aye; Danny Barksdale, aye; and Derrick Gatlin, aye. Motion carries unanimously.

**MOTION** was made by LaDon Townsend and seconded by Danny Barksdale to approve to apply for a FY24 COPS Technology & Equipment Program Invitational Grant for the Sheriff’s department in the amount of \$425,000.00 with no county match.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. LaDon Townsend, aye; Danny Barksdale, aye; Daryl Sammet, aye; and Derrick Gatlin, aye. Motion carries unanimously.

**MOTION** was made by Daryl Sammet and seconded by Derrick Gatlin to approve to hire Corry Ayers as a Corrections Officer, effective July 22, 2024, pending a drug screening.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; Derrick Gatlin, aye; Danny Barksdale, aye; and LaDon Townsend, aye. Motion carries unanimously.

**MOTION** was made by LaDon Townsend and seconded by Derrick Gatlin to approve to change the Staffing Plan under “License Commission” to reflect “7 Tag & Title Clerks” and “5 Sr. Tag & Title Clerks”.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. LaDon Townsend, aye; Derrick Gatlin, aye; Daryl Sammet, aye; and Danny Barksdale, aye. Motion carries unanimously.

**MOTION** was made by Derrick Gatlin and seconded by Daryl Sammet to promote Lori Crow from Help Desk Clerk to Tag & title Clerk in the License Commissioner’s Office, effective July 15, 2024.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Derrick Gatlin, aye; Daryl Sammet, aye; Danny Barksdale, aye; and LaDon Townsend, aye. Motion carries unanimously.

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**MOTION** was made by Derrick Gatlin and seconded by Daryl Sammet to hire Marjorie Diaz as Help Desk Clerk in the License Commissioner’s Office, effective July 15, 2024.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Derrick Gatlin, aye; Daryl Sammet, aye; Danny Barksdale, aye; and LaDon Townsend, aye. Motion carries unanimously.

**MOTION** was made by LaDon Townsend and seconded by Derrick Gatlin to approve the following merit increases, which are included in the base pay and cost of living pay as listed below.

| Name                  | Position                      | Effective Date |
|-----------------------|-------------------------------|----------------|
| Michael Leslie Bailey | PT Van Drive – COA            | 6/21/2024      |
| Corrie Mason          | Payroll Specialist            | 8/1/2024       |
| Brian Townsend        | District Road Supervisor – D4 | 8/21/2024      |
| Charles McGraw        | PT Litter Patrol Driver – D4  | 7/18/2024      |
| Jonathan Bates        | Equipment Operator III – D4   | 8/01/2024      |

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. LaDon Townsend, aye; Derrick Gatlin, aye; Daryl Sammet, aye; and Danny Barksdale, aye. Motion carries unanimously.

**MOTION** was made by Derrick Gatlin and seconded by Danny Barksdale to approve the following budget revision:

| Department | Account Number | Title of Line Item       | Amount        |
|------------|----------------|--------------------------|---------------|
| District 3 | 111-35910-300  | Beginning Fund Balance   | -\$262,700.00 |
|            | 111-53400-549  | Misc. Equip. & Furniture | +\$262,700.00 |

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Derrick Gatlin, aye; Danny Barksdale, aye; Daryl Sammet, aye; and LaDon Townsend, aye. Motion carries unanimously.

Commissioner Gatlin gave a paving update on Zehner Rd.

Commissioner Townsend stated that they are almost finished chip sealing Cross Key Rd. and to please be patient with the loose gravel.

Chairman Daly thanked everybody for attending today’s meeting and thanked the citizens for allowing him to serve.

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Recessed at 9:50 a.m. until 1:30 p.m. for budget hearings.

Budget hearings were conducted.

Adjourned at 3:12 p.m. until 9:00 a.m. on Monday, August 5, 2024, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.