

AGENDA PLACEMENT FORM

(Submission Deadline – Tuesday, 12:00 PM before Regular Court Meetings)

Date: 02-21-2023

Meeting Date: 02-27-2023

Submitted By: Jim Simpson

COMMISSIONERS COURT

Department/Office: County Attorney’s Office for Sheriff’s Office

FEB 27 2023

Signature of Director/Official: Jim Simpson

Approved

Agenda Title:

Consider and approve **Agreement** for Professional Medical Services for Johnson County, Texas with Oncology Hematology Consultants, PA dba The Center for Cancer and Blood Disorder to provide oncology treatment and related medical services to a Johnson County Corrections Center inmate.

Consider and approve Order Granting an Exemption Under Section 262.024, Local Government Code, From The Bidding Requirements of Section 262.023, Local Government Code Upon The Commissioners Court Finding That The Medical Services Provided By Oncology Hematology Consultants, PA dba The Center For Cancer And Blood Disorder Are Professional Services

Public Description (Description should be 2-4 sentences explaining to the Court and the public what action is recommended and why it is necessary):

Specialized contract to provide services for an individual Johnson County Jail inmate requiring oncology / leukemia treatment.

(May attach additional sheets if necessary)

Person to Present: David Blankenship, Adam King, Bill Moore or Jim Simpson

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL _____

Contract attached

Order Finding Professional Services Attached

Will provide Letter for Judge to send to provider separately so as to maintain confidentiality of patient name pursuant to HIPAA, Occupations Code Chapter 159, and Health & Safety Code Chapter 181.

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 5 minutes

Session Requested: Action Item (Action Item, Workshop, Consent, Executive)

Check All Departments Requiring Notification:

County Attorney X IT Purchasing X Auditor

Personnel Public Works Facilities Management

Other Departments/Official (list) Sheriff's Office (Jail Medical), Indigent Healthcare

**AGREEMENT FOR PROFESSIONAL COMPREHENSIVE ONCOLOGY
TREATMENT SERVICES BETWEEN JOHNSON COUNTY, TEXAS and
ONCOLOGY HEMATOLOGY CONSULTANTS, PA DBA THE CENTER FOR
CANCER AND BLOOD DISORDERS**

This Agreement for Professional Medical Services for **Johnson County, Texas** (hereinafter referred to as the "Agreement") is made and entered into by and between Johnson County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "COUNTY"), 2 Main Street, Cleburne, Texas 76033 and **Oncology Hematology Consultants, PA dba The Center for Cancer and Blood Disorders**, 800 West Magnolia Avenue, Fort Worth, Texas 76104 (herein referred to as "Provider"), individually referred to as a "Party" and collectively referred to as "Parties".

WITNESSETH:

WHEREAS, COUNTY is obligated to provide comprehensive oncology treatment services for inmates housed at the Johnson County Jail (the "Facility"), located at 1800 Ridgemar Drive Cleburne Texas 76031 while complying with standards established by the Texas Commission on Jail Standards, and the policies and procedures of COUNTY; and

WHEREAS, COUNTY believes that the contracting of professional comprehensive oncology treatment services for Johnson county inmates to an outside party will best meet the needs of the Facility; and

WHEREAS, COUNTY desires to engage the services of Provider, as an independent contractor and not as an employee, to provide the contracted services on the terms and conditions provided in this Agreement, and Provider is willing to provide such services.

WHEREAS, patient privacy requisites mandate that the name of the particular patient be kept confidential, The COUNTY will be providing by separate letter to Provider, which Provider may attach to this agreement, the name of the particular patient (hereafter "Patient") for whom services are sought.

WHEREAS, both parties mutually desire to set forth the rates at which the Provider will be reimbursed by COUNTY for the provision of Provider's services.

NOW, THEREFORE, for and in consideration of the promises and mutual agreements contained herein, COUNTY and Provider hereby agree as follows:

1. **Scope of Work by Provider.** Provider agrees to provide comprehensive oncology treatment services when reasonably necessary at Provider's office or locations designated by Provider. The Scope of Work will be on an as needed basis which will include comprehensive oncology treatment services and care as well as referrals. The Sheriff of Johnson County or his designees including Mark Reinhardt, James Saulter and David Blankenship or the Warden of the

Facility has the authority to approve the provision of health care and will provide the required notification to County authorities. All surgeries and major treatments must be approved by COUNTY (the Sheriff or his designee).

2. **Term**: This Agreement shall begin the first day of the signing of this Agreement and may terminate upon thirty (30) days after receipt of written notice without cause or upon ten (10) days with cause. Notice of termination must be delivered by certified mail or by hand-delivery to the other Party at the addresses listed herein. This agreement is effective for payment of compensation to provider for treatment provided to the Patient beginning **February 20, 2023**.

3. **Compensation and Payment**.

- a. COUNTY agrees to reimburse Provider for services rendered to inmate at **100%** of current Fort Worth Medicare RBRVS Physician Fee Schedule.
- b. The inmate billing will be sent to the "Facility" for the County inmate patient:

**Johnson County Jail
Medical Department
ATTN: Ashley Lawrence
1800 Ridgemar Drive
Cleburne, TX 76033
Phone: 817-556-6010 x 3648
Fax: 817-556-6084
Fed ID (Tax No.): 75-6001030**

For other communications call Chief David Blankenship at 817-556-6024.

- c. Billings will be processed and paid by COUNTY and COUNTY will be responsible for ensuring the payment of each invoice. Provider will submit to COUNTY a CMS 1500 claim form, or a successor form, with itemized charges using CPT and HCPCS codes for services rendered to inmate.
 - d. COUNTY will reimburse Provider within thirty (30) days of receipt of Clean Claim, or such other time period as required by law.
4. **Insurance**. Provider shall obtain and maintain the following minimum limits of insurance continuously during the life of this Agreement: Medical Professional Liability Insurance with limits of not less than \$200,000 per occurrence and \$500,000 in the aggregate, for coverage of allegations resulting, in whole or in part, from malpractice of Provider;
 5. **Records**. Provider shall maintain adequate records in accordance with HIPPA guidelines. Provider shall maintain the confidentiality of inmate's comprehensive

oncology treatment information and comply with all legal restrictions in regard to the disclosure thereof. Any records created off-site of the Facility will be mailed to the Facility to the attention of the Nurse Supervisor of the Facility.

6. **Taxes, Permits and Certification.** Provider shall pay all applicable taxes, and shall keep current all necessary licenses, permits, and certifications necessary to fulfill the terms and conditions of this Agreement. Provider shall comply with all applicable federal and state laws and regulations governing the provision of services.
7. **Safeguarding of Patient Information.** The use or disclosure by either Party of information concerning a recipient of services, pursuant to this Agreement, for any purpose not directly connected with the administration of COUNTY's or the Providers' responsibility with respect to such purchased services is prohibited, except upon written consent of the appropriate jurisdiction, and the recipient or the recipient's attorney [responsible party or guardian].
8. **Security and Safety.** COUNTY agrees to provide security, including transport of inmates, sufficient to enable Provider to safely provide the comprehensive oncology treatment services called for hereunder.
9. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior commitments, understandings, warranties and negotiations, all of which are by the execution hereof rendered null and void. No amendment or modification of this Agreement shall be made or deemed to have been made unless in writing and executed by the parties to be found thereby.
10. **Independent Contractor.** Provider shall at all times be deemed to be an independent contractor of COUNTY. Provider shall have control over the details, methods, procedures and practices required to supply the services described herein. Provider is not, and shall not claim to be employees, agents or representatives of COUNTY. Provider shall not do business as, incur any obligation as, or claim to represent COUNTY.
11. **Drug-Free Workplace Certification.** Pursuant to agreements with state agencies, each subcontractor must certify in writing as follows:

As part of the subcontracting agreement with COUNTY, Provider certifies to COUNTY that a drug-free workplace will be provided to Provider's employees during the performance of this Contract.
12. **Contract term required as of September 1, 2017. Oncology Hematology Consultants, PA** verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. **Oncology Hematology Consultants, PA** further verifies that it is not engaged in business with

Iran, Sudan, or any foreign terrorist organization. The term “foreign terrorist organization” means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

13. COMPANY certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. COMPANY states that it is not ineligible to receive State or Federal funds due to child support arrearages.
14. COMPANY verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.
15. COMPANY verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it:
 - (1) does not boycott energy companies; and
 - (2) will not boycott energy companies during the term of the contract.In this provision:
 - (1) “Boycott energy company” has the meaning assigned by Section 809.001.
 - (2) “Company” has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.
 - (3) “Governmental entity” has the meaning assigned by Section 2251.001.

By signing this Agreement, COUNTY and Provider agree to comply with the contractual requirements.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed.

APPROVED

JOHNSON COUNTY SHERIFF



Sheriff Adam King

Date: 2-22-23

JOHNSON COUNTY COMMISSIONERS COURT

Christopher Boedeker
Christopher Boedeker, County Judge
817-556-6360

Date: 2-27-23

Attest:

April Long
April Long, County, Clerk



Date: 2-27-23

**PROVIDER,
Oncology Hematology Consultants, PA dba
The Center for Cancer and Blood Disorders:**

Barry Russo
Signature of Authorized Representative

Date: 02/20/2023

Barry Russo, CEO
**Printed Name and Official Capacity of
Authorized Agent of Oncology Hematology
Consultants, PA.**