AGENDA ITEM
CA25

AGENDA PLACEMENT FORM

Send to: ccagenda@johnsoncountytx.org

Date: _____

Meeting Date: 7.27.2026

Submitted By: Jim Simpson Asst. Co. Atty

Department: For Sheriff's Office

Signature of Elected Official/Department Head:

Jim Simpson Asst. Co. Atty

Court Decision:
This section to be completed by County Judge's Office



7.27.2026

Description:

Consider and Approve Agreement between the Johnson County, Texas and Fresenius Medical Care Burleson, LLC, d/b/a BMA of Fresenius Medical Care Burleson ("Provider"), affiliates of Fresenius Medical Care holdings, Inc. d/b/a Fresenius Medical Care North America ("FMCNA") for medical services performed for a single patient; with Authorization for County Judge to Sign- Sheriff's Office

(May attach additional sheets if necessary)

Person to Present: _____

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

Supporting Documentation: (check one) ☑ PUBLIC ☐ CONFIDENTIAL

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

Estimated Length of Presentation: _____ minutes

Session Requested: (check one)

☐ Action Item ☑ Consent ☐ Workshop ☐ Executive ☐ Public Announcement

Check All Departments That Have Been Notified:

☑ County Attorney ☐ IT ☑ Purchasing ☑ Auditor

☐ Personnel ☐ Development Services ☐ Facilities Management

Other Department/Official (list) Sheriff's Office - Ben Arriola, David Blankenship

Please List All External Persons Who Need a Copy of Signed Documents In Your Submission Email

Approved in CC on 9/11/2023

OUTPATIENT DIALYSIS AGREEMENT FOR INMATE

This Outpatient Dialysis Agreement ("Agreement") is entered into by and between is made and entered into by and between Fresenius Medical Care Burleson, LLC, d/b/a BMA of Fresenius Medical Care Burleson ("**Provider**"), affiliates of Fresenius Medical Care holdings, Inc. d/b/a Fresenius Medical Care North America ("**FMCNA**") and Johnson County Texas, a political subdivision of the State of Texas, (hereinafter referred to as "**Payor**") located at 1800 Ridgemar Drive, Cleburne, TX 76031.

WHEREAS, Payor had the following inmate ("**Inmate**") who needed dialysis services arising from a diagnosis of Acute Kidney Injury ("**AKI**") or End Stage Renal Disease ("**ESRD**")

Inmate: H. M.
DOB: 09/07/1982
FMC MRN: 5000899539

WHEREAS, Provider has established an outpatient dialysis treatment center at 200 McPherson Road, Fort Worth, TX 76140 ("**Center**");

NOW, THEREFORE, Provider and Payor agree to document in this Agreement the general terms of their contractual relationship and agree to abide by the following:

1. **Provision of Covered Services** – **Provider** will furnish only dialysis services and will perform no other services, medical or otherwise, except as such services relate to or are an integral part of the provision of dialysis services. Such services are hereinafter referred to as "Covered Services". **Provider** shall retain all management and administrative prerogatives and responsibilities as would normally be assumed by the owner and operator of a medical facility. **Provider** will conform to standards not less than those required by any applicable laws and regulations of any local, state or federal regulatory body, as the same may be amended from time to time. Notwithstanding anything herein to the contrary, the **Provider** reserves the right to immediately discontinue the provision of dialysis services to **Inmate** of **Payor** who, in the **Provider**'s sole discretion, does not observe the established responsibilities, policies and procedures of the **Provider** or who, in the opinion of the **Provider**, poses a threat of danger or harm to the outpatient dialysis facility and its patients or staff.

   Note, **Provider is not responsible nor obligated to continue dialysis services once an **Inmate** is released from custody.

2. **Payor's Obligations –** The **Payor** shall have the responsibility for arranging suitable transportation of the Inmate of the **Payor** to and from the outpatient dialysis facilities, including the selection of the mode of transportation, qualified personnel to accompany the Inmate, and transportation equipment usually associated with this type of transfer or referral, including the use of appropriate life support measures in accordance with the applicable federal and state laws and regulations. The **Payor** shall ensure that the Inmate is accompanied by appropriate security personnel at all times. The **Payor** shall be responsible for ensuring that the Inmate is medically stable to undergo such transportation and for treatment at the outpatient dialysis facility and be responsible for all costs of transportation associated with the transfer of the Inmate to and from the outpatient dialysis facility. **Note, **Provider** is not responsible nor obligated to continue dialysis services once the **inmate** is released from custody. **Inmate** may not be handcuffed to the dialysis chair or equipment.

3. **Payment for Covered Services** – **Provider** will submit claims for Covered Services using an agreed upon designated format. The parties agree that for all dialysis services performed on behalf of the Inmate pursuant to this Agreement, the **Payor** shall pay to **Provider** in full satisfaction of services performed hereunder, fee as set forth on Schedule B.

The **Payor** will pay **Provider** for Covered Services rendered to Inmates in accordance with Schedule B to this Agreement within forty-five (45) days of receipt of a claim from **Provider**. All payments not made within forty-five (45) days of **Payor's** receipt of a claim will be considered past due, and **Payor** agrees to pay interest on past due amounts at the rate of the lesser of (a) 1.5% per month or (b) the highest rate allowed under applicable law. If the **Payor** fails to pay all amounts when due, **Provider** shall have the right to terminate this Agreement, pursuant to Section 4 below.

Unless Provider instructs Payor otherwise in writing, payment is to be made to address provided on invoices.

Payor Invoices shall be submitted to the following address:

Johnson County Law Enforcement Center
1800 Ridgemar Drive
Cleburne, TX 76031
Attn: Ashley Lawrence, Health Services Administrator
Phone: 817-556-6010
Fax: 817-556-6084
Email: Aslawrence@johnsoncountytx.org

4. **Term; Early Termination** – The term of this Agreement is valid from **November 6, 2025 to November 21, 2025** ("Effective Date") that the Patient required at the Provider's facility while in the custody of the **Payor** ("Termination Date").

5. **Insurance**

5.1 **Insurance provided by Provider. Provider** shall maintain in full force and effect or arrange to provide throughout the term of this Agreement, at its own expense:

A. Commercial General Liability Insurance, including but not limited to contractual liability on a blanket basis or contractual liability specifically covering this Agreement, contractors' protective liability, products liability, coverage in an amount not less than $1,000,000 each occurrence and $3,000,000 aggregate for injury to persons.

B. Workers Compensation Insurance as required by statue.

5.2 **Insurance provided by Payor**

A. Johnson County is a political subdivision of the State of Texas and maintains "Insurance" by participation in the Texas Association of Counties (TAC) risk pool. The county's general liability limit follows the Texas Tort Claims Act limit of

Bodily Injury (per person) $100,000, Bodily Injury (per occurrence) $300,000, and Property Damage (per occurrence) $100,000.

B. Johnson County will maintain unencumbered assets in excess of the required "insurance".

C. Workers Compensation Insurance as required by statue.

5.3 **Provisions applicable to Payor and Provider.**

Each party will provide the other with a certificate, evidencing said insurance, if, and, as requested. Each party shall notify the other, in writing, upon receipt or notification from its insurer of any termination of the policy or coverage or any material alterations in the policy or coverage, which alter, change, restrict or reduce the coverage provided. Either party may provide for the insurance coverage set forth in this Section through self-insurance.

6. **Entire Agreement** – The parties have read this Agreement and agree to be bound by all of its terms and further agree that it constitutes the complete and exclusive statement of the Agreement between the parties unless and until modified in writing and signed by the parties. Modifications may be evidenced by telefacsimile signatures.

7. **Governing Law** – This Agreement and any claims or disputes relating to it will be governed by the laws where the Services are provided.

8. **HIPAA** – The parties expressly agree to comply with all applicable patient information privacy and security regulations set for in the Health Insurance Portability and Accountability Act ("HIPAA") final regulations for Privacy of Individually Identifiable Health Information by the federal due date for compliance, as amended from time to time.

9. **Notices** – All notices pursuant to this Agreement shall be in writing and shall be given by depositing said notices in the United States registered or certified mails, return receipt requested, addressed to the parties hereto at the addresses set forth in this section, or to such other address as may hereafter be specified by any party or parties. All notices given in the manner prescribed in this section shall be deemed properly served upon receipt.

Notice to the **Provider**:
Fresenius Medical Care
100 Galleria Parkway SE, Suite 502
Atlanta, GA 30339
Attention: NCLOA #100595
NCLOA@fmc-na.com

With a Copy to:
Fresenius Medicare Care North America
920 Winter Street
Waltham, MA 02451-1457
Attention: Law Department

Notice to the **Payor**:
Johnson Law Enforcement Center
1800 Ridgemar Drive
Cleburne, TX 76031
Attn: Ashley Lawrence

10. **Amendment** – This Agreement, inclusive of all attachments, may be amended only by mutual written agreement of the parties.

11. **Shared Values** – As stated in the Fresenius Medical Care Code of Ethics and Business Conduct, Provider upholds the values of integrity and lawful conduct, especially with regard to anti-bribery and anti-corruption. Provider upholds these values in its own operations, as well as in its relationships with business partners. Provider's continued success and reputation depends on a common commitment to act accordingly. Together with Provider, Payor is committed to uphold these fundamental values by adherence to applicable laws and regulations.

12. **Force Majeure** – Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this Agreement (except the party's respective obligation to pay any amounts owing) due to acts of God, the elements, strikes, actions or decrees of governmental bodies, epidemics, pandemics, or any other causes and events beyond the reasonable control of the affected party ("Force Majeure Event"). The affected party shall, as soon as practicable, give written notice to the other party of the Force Majeure Event.

13. **Compliance and Governing Law** – The Parties agree to comply with all applicable laws, regulations, and rules governing the performance of services hereunder. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state where services are provided.

14. **Survival** – The provisions of this Agreement relating to compensation, effect of termination, confidentiality, insurance, and indemnification shall survive the termination of this Agreement to the extent necessary to give full effect thereto.

15. **Authorization to Execute Agreement** – The individuals executing this Agreement represent and warrant that they are competent and capable of entering into a binding contract, and that they are authorized to execute this Agreement on behalf of the parties hereto.

[Remainder of page left intentionally blank.]

FRESENIUS MEDICAL CARE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date first above written.

APPROVED AS TO FORM AND CONTENT:

PAYOR - JOHNSON COUNTY:

Christopher Boedeker
As Johnson County Judge

7-27-26
Date

Attest:
County Clerk, Johnson County

COMMISSIONERS COURT
JOHNSON COUNTY, TEXAS

7-27-26
Date

PROVIDER - FRESENIUS MEDICAL CARE BURLESON, LLC:

Authorized Representative

07/15/2026
Date

Printed Name: Angela Schroeder

Title: Regional Vice President

Approved by Johnson County Sheriff:

~~**Sheriff Adam King**~~
Ben Arrick

Date 7-27-26

Processed by Lena M. Wilson, Corporate Agreement Specialist

SCHEDULE B

PAYMENT FOR COVERED SERVICES

SERVICES	RATE*
Outpatient Dialysis	$440.00 per In-Center Hemodialysis treatment $175.00 per Peritoneal Dialysis treatment

*"The following per treatment rates include all pharmacy, erythropoietin stimulating agents, injectable drugs, biologics, laboratory, diagnostic tests and supplies currently available for the treatment of End Stage Renal Disease (ESRD) or Acute Kidney Injury (AKI)". Blood products/services and Oral Phosphate Binders are not included.

Physician professional fees are not included and are not the subject of this agreement. The parties acknowledge and agree that this Agreement is only for outpatient dialysis services. Physician/professional services are outside the scope of the services that Provider provides.

Discounts; Disclosure: Prices invoiced for the goods, services and equipment provided under this Agreement reflect the net value of any negotiated discounts. Rebates may also apply. Any discounts, rebates or deductions from **Provider's** list price of other concessions received by the **Payor** from **Provider** are "Discounts or Other Reductions in Price" under 42 U.S.C. Section 1320a-7b(b)(3)(A). The parties will comply with all laws and regulations regarding reporting and discount, rebate or other concessions in the fiscal year in which they were earned or the year after, and report and discount, rebates or other concessions. **Provider** will provide additional information requested by the applicable federal or state health care program to assist the **Payor** in meeting its reporting requirement.