AGENDA ITEM
CA65

AGENDA PLACEMENT FORM

Send to: ccagenda@johnsoncountytx.org

Date: 09/02/2026

Meeting Date: 09/14/2026

Submitted By: Shelly Bone

Department: Indigent Health Care

Signature of Elected Official/Department Head:

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

Johnson County APPROVED Commissioners Court

9.14.2026

Description:

Consideration and approval of the Agreement between Johnson County, Texas and John L. Bass, O.D., P.C. for optometry services for Johnson County Corrections Center inmates.

(May attach additional sheets if necessary)

Person to Present: Chief David Blankenship or designee

(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: 5 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) Johnson County Sheriff Department

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

Approved in CC on 9/11/2023

PURCHASED SERVICES AGREEMENT
MEDICAL
JOHNSON COUNTY, TEXAS and JOHN L. BASS, O.D., P.C.

This Purchased Services Agreement (the "Agreement") is effective the **later of** 09/01/2026(selected date, or the date signed by both of the parties, and is by and between John L. Bass, O.D., P.C., hereafter known as Bass Eye Care (hereafter Provider"), and Johnson County, Texas (hereafter "Johnson County" or "County").

RECITALS

WHEREAS, Johnson County is seeking services for the County's correctional facility, namely, to engage **eye care professionals** to provide professional services as set forth in **Exhibit A Description of Services and Cost or Payment Rate for Medical Services** attached hereto and incorporated herein to its patients in custody and indigent patients participating in the County Indigent Healthcare Program.;

WHEREAS, Provider employs Bass Eye Care who is licensed to practice optometry in Texas and is qualified and willing to provide professional services as set forth in "**Exhibit A Description of Services and Cost or Payment Rate for Medical Services** "; and

WHEREAS, Johnson County desires for Provider to provide professional services through **Bass Eye Care** and Provider is willing to provide such services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Services to be Provided.** Subject to Physician's availability, Provider hereby agrees to provide professional services as described in **Exhibit A** to patients in custody of Johnson County and participants in the County Indigent Healthcare Program (the "Services").

2. **Term and Termination.**

2.1 Term. The term of this Agreement shall commence on, and the effective date shall be, the date of the signature for the last party to sign the Agreement. The Agreement shall continue for a period of one (1) year. This Agreement shall, on the anniversary of the effective date stated above, automatically renew and extend for an additional one-year period on each successive anniversary thereafter, unless Johnson County gives written notice of termination to Provider not less than 30 days prior to the described anniversary. This renewal and extension is subject to the availability of funds for the contract year and to the allocation of funds to meet the terms of this

Agreement. This Agreement need not be specifically identified in the budget or budget process. Upon renewal and extension of this Agreement, all dates set forth herein shall be deemed modified as necessary to reflect the new and extended term of the Agreement.

2.2 Termination. Either party may terminate this Agreement at any time with or without cause upon sixty (60) days written notice to the other party. In the event Provider becomes unavailable or incapable of performing the Services, Johnson County may terminate this Agreement immediately. In the event a party terminates this Agreement, Johnson County's sole liability hereunder shall be payment to Provider for undisputed amounts Services rendered prior to the termination date.

2.3 Johnson County may terminate the Services at any time after the occurrence of Provider's failure to perform any of its obligations or responsibilities set forth in this Agreement upon ten (10) days following written notice by Johnson County to Provider. In the event of any termination, Provider shall be paid for the Services provided, but not paid for, prior to such termination based upon the purchase price agreed to herein.

2.4. This is a non-exclusive Agreement. Nothing herein prohibits Johnson County from contracting with or utilizing other Providers for the same or similar services or products.

3. **Compensation.** For all Services, Johnson County agrees to pay Provider a fee as described in Exhibit A, which is attached hereto and incorporated herein.

4. **Services Standards.** Provider shall perform the Services in accordance with standards in the industry for the same or similar services. Provider represents and warrants that Provider will exercise due professional care and competence in the performance of the Services. Provider also represents and warrants that the services provided by Provider will comply with applicable laws and regulations including the False Claims Act, the Medicare Anti-Kickback Law, the Stak Law, and all other Medicare fraud and abuse laws..

5. **Johnson County's Obligation to Provide a Guard.** Johnson County will provide a Law Enforcement Officer/Jailer/Forensic Staff Member (a "Guard") to accompany an inmate patient in custody when receiving Services. A patient in custody will never be left unattended by a Guard for any reason. A Guard will accompany the patient in custody to all treatment areas and will stay in the room or in the hallway near the door at all times.

6. **Indemnification; Insurance.**

6.1 Indemnification. Provider shall indemnify Johnson County for any liabilities or losses arising out of the Services provided by Provider, including attorneys' fees and expenses, liabilities, losses, interest, penalties, and settlement amounts exceeding any actual overpayments owed by Johnson County to a government or private payor resulting from a federal or state regulatory or payor review of Johnson County, including acts of the Provider's employees. Such indemnity shall survive termination or expiration of this Agreement.

6.1.1 This obligation of indemnification is limited to claims or losses to the extent caused by Bass Eye Care's negligence, professional malpractice, willful misconduct, or violation of the agreement.

6.1.2 Bass Eye Care is not responsible for matters arising from the negligence, misconduct, or acts/omissions of Johnson County, its employees, agents, correctional officers, or other representatives.

6.1.3 Provider understands and agrees that Johnson County, as a political subdivision of the State of Texas, is prohibited by Article 11, Section 7 of the Texas Constitution from indemnifying or holding harmless another party.

6.2 Insurance Coverage. Provider agrees to carry insurance coverage with minimum coverage amounts as follows:

Professional Liability Insurance covering Provider, its employees, and any other persons contracting with Provider for the Services hereunder. Said policies shall contain minimum limits of liability of $1,000,000 per claim/occurrence and $3,000,000 in the aggregate.

General Liability Insurance covering third party claims for bodily injury and property damage arising from the premises and operations of Provider. Such policy shall contain minimum limits of liability of $1,000,000 per occurrence and $3,000,000 in the annual aggregate.

Worker's Compensation and Employers' Liability Insurance covering its statutory and legal obligations for employee job related injuries or illnesses. Said policy shall provide for statutory benefits and contain minimum limits of liability of $500,000.00 per accident. Such policy shall be supplemented by an excess general liability umbrella policy with a minimum limit of liability of $5,000,000.

Provider agrees to provide Johnson County with certificates of insurance reflecting the above insurance coverage requirements prior to or upon execution of this Agreement. Provider further agrees to notify Johnson County of any changes to its insurance coverage in the above categories subsequent to the execution of this

Agreement.

7. **Miscellaneous.**

7.1 Amendment. This Agreement may be amended only by written agreement of both parties.

7.2 Amendment/Modification of Agreement for Continued Compliance. In the event that any provision of this Agreement becomes impermissible or unlawful, or otherwise has or may have an adverse impact upon the tax-exempt status of Provider **(IF APPLICABLE TO THIS PROVIDER)** or any tax-exempt bond or covenant of Provider or any Provider affiliate (or any Obligated Group of which Provider is a member), the status of Johnson County as a provider under the Medicare or Medicaid programs, or the accreditation of Johnson County by The Joint Commission or other accrediting body, as a result of: (a) any law; (b) any rules, ruling, or regulation enacted or promulgated by any federal, state, or other governmental administrative body; (c) any court or governmental administrative agency decision; (d) any bond covenant; or (e) any standard of The Joint Commission or other accrediting body; then, based upon the advice of legal or tax counsel to Provider, if Provider determines that such provision, as well as any other provisions of this Agreement, must be modified for this Agreement to remain in compliance with any such law, rule, regulation, decision or standard, Provider shall give notice of such fact to Johnson County. In such event, the parties shall have a period of thirty (30) days following the giving of such notice to renegotiate the affected provision(s) in a manner which preserves the original purposes and intent of this Agreement. If an agreement cannot be reached within such thirty (30) day period, either party may terminate this Agreement upon providing thirty (30) days prior written notice to the other party.

7.3 Assignment. Neither party may assign or transfer this Agreement, or any portion thereof, without the prior written consent of the other party. Any assignment or transfer of this Agreement or any portion thereof without such written consent will void this Agreement. However, Provider shall have the power and right to assign its interest in the Agreement to any successor-in-interest of Provider or to any subsidiary, parent corporation, sponsor, wholly owned or controlled affiliate of Provider.

7.4 Audit of Agreement. Provider agrees to cooperate with Johnson County or any state or federal entity regarding any audit of this Agreement including allowing Johnson County access to any of Provider's books and records that are relevant and necessary to verify the nature and cost of services Provider provided under this Agreement.

7.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior and contemporaneous oral or written understandings. This Agreement may not be altered, amended or modified except by a written document executed by both parties.

7.6 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the substantive laws of the State of Texas (but not including its conflict of laws rules if and to the extent such rules would apply the substantive laws of another jurisdiction). Venue for litigation of any dispute arising under this agreement or any lawsuit to enforce or interpret this Agreement shall be in the District Courts of Johnson County, Texas.

7.7 Medicare Access to Records. To the extent required by Section 1395x(v)(1)(I) of Title 42 of the United States Code, until the expiration of four years after the termination of this Agreement, Provider shall, upon written request, make available to the Secretary of the United States Department of Health and Human Services, or to the Comptroller General of the United States General Accounting Office (or to any of their duly authorized representatives), or to Texas Health and Human Services Commission or to the Department of Aging and Disabilities or to Texas State Auditor's Office, or to the Office of the Attorney General of Texas or the Office of the Inspector General, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services Provider provided under this Agreement.

7.8 Notices. Any notice, request, or other communication required under this Agreement shall be in writing and shall be deemed to have been given or made if delivered personally, by overnight delivery service, or by United States mail, to the parties at the following addresses, or at such other addresses as shall be specified in writing by either of the parties to the other in accordance with the terms and conditions of this subsection:

If to Provider: John Bass

John Bass, Maria Garcia or Cami Michaelson
Bass Eye Care
2702 S. Hulen St.
Fort Worth, TX 76109
Phone: (817)615-9290

Copy to: Legal Department

_____

_____

_____

_____

If to Johnson County:

Johnson County Correctional Center
Health Services Administrator
1800 Ridgemar Drive
Cleburne, Texas 76031
Attention: Ashley Lawrence
Fax 817-556-6084
Email jailmed@johnsoncountytx.org

Copy for legal issues to:

Johnson County Attorney's Office
Johnson County Attorney Bill Moore
Guinn Justice Center
204 South Buffalo Avenue
Suite 410
Cleburne, Tx 76033-5404
Fax 817-556-6331
Email CAOCivil@johnsoncountytx.org

7.9 Severability. Should any clause or provision of this Agreement be held or ruled unenforceable or ineffective by a court of law, such a ruling will in no way affect the validity or the enforceability of any other clause or provision contained herein.

7.10 Relationship of Parties. Nothing in this Agreement shall be construed to constitute either party as a partner, employee, or agent of the other, it being intended that Provider shall be an independent contractor of Johnson County under this Agreement and solely responsible for its own actions. No employee or agent of one party hereto shall be considered an employee or agent of the other party. Neither Provider nor Johnson County has the right to bind the other party hereto.

7.11 Survival of Agreement. The following paragraphs shall survive termination of this Agreement: 6, 7.

7.12 Waiver. No waiver by Provider or Johnson County of any breach of any term, provision or condition contained in this Agreement, or the failure to insist upon strict performance thereof shall be deemed to be a waiver of such term, provision or condition as to any subsequent breach thereof or a waiver of any other term, provision, or condition contained in this Agreement. The exercise of any right or remedy hereunder shall not be deemed to preclude or effect the exercise of any other right or remedy provided herein.

7.13 Warranty of Services. Provider represents and warrants that all services provided under this Agreement comply with applicable laws. Provider represents and warrants that (a) Provider is not excluded from any federal health care program, as defined under 42 U.S.C. Section 1320a-7b(f), for the provision of items or services for which payment may be made under a federal health care program; (b) no basis for exclusion from any health care program exists; (c) Provider has not arranged or contracted (by employment or otherwise) with any employee, group or agent that Provider knows or should know are excluded from participation in any federal health care program; and (d) no final adverse action, as such term is defined under 42 U.S.C. Section 1320a-7e(g), has occurred or is pending or threatened against Provider or its affiliates or to their knowledge against any employee, group or agent engaged to provide items or services under this agreement (collectively "Exclusions/Adverse Actions"). Provider, during the term of this agreement, shall notify Johnson County of any Exclusions/Adverse Actions or any basis therefore within fifteen (15) days of its learning of any such Exclusions/Adverse Actions or any basis therefore.

7.14 Confidentiality of Protected Health Information. The parties hereto agree to comply with the provisions of federal HIPAA and HIPAA Regulations and the Texas Medical Privacy Rights Act (TMPRA) provisions.

7.15 Taxes and Insurance. Provider shall maintain sole and direct responsibility for compensation of Provider Employees under this Agreement, including payment of wages, tax withholdings, workers' compensation, social security, and other obligations imposed by federal, state, and local law. It is understood that all employees provided by Provider are employees of Provider and will be compensated by Provider for hours worked. Provider agrees to indemnify and hold harmless Johnson County hereof from and against any and all liability arising from any failure of Provider to pay any wages or other employee benefits when due.

7.16 Provider must maintain Texas Provider licensure, accreditation in good standing, and absence from any "hit" list maintained by Center for Medicaid or Medicare Services.

8. Additional Miscellaneous Terms.

8.1 Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.

8.2 Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Johnson County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.

8.3 The Parties agree and understand that Johnson County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity, and limitations on liability. The Parties also agree and understand that Johnson County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said "insurance coverage" is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that Johnson County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

8.4 The Parties agree and understand that Johnson County will provide statutory workers compensation for its employees; however, Johnson County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

8.5 Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

a. the date the governmental entity receives the goods under the contract;
b. the date the performance of the service under the contract is completed; or
c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.025 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September

1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

8.6 Texas Local Government Code Section 113.064. Approval of Claims by County Auditor, provides:

"(a) In a county that has the office of county auditor, each claim, bill, and account against the county must be filed in sufficient time for the auditor to examine and approve it before the meeting of the commissioners court. A claim, bill, or account may not be allowed or paid until it has been examined and approved by the auditor...."

Texas law requires that all disbursements of County funds be approved by the County Auditor and the Commissioners Court prior to such disbursement. Johnson County can and will make due disbursements following the approval of the disbursement by Commissioners Court (following the County's receipt and review of a proper invoice through the proper County department responsible for the purchase of the goods or services). Johnson County cannot and does not authorize any entity to directly access County funds. Provider understands that the Johnson County Commissioners Court normally meets on the second and fourth Monday of each month or the day following such Monday if the Monday is a County holiday. Provider further understands that invoices must be received by the County **not less than fourteen (14) days prior** to the Commissioners Court meeting in order for a payment to be reviewed by the necessary departments and offices and placed on the "bill run" for the Commissioners Court.

8.7 No officer, member, or employee of Johnson County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project or purchase is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project or purchase shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

8.8 To the extent, if any, that any provision in this Agreement conflicts with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act. In the event of a request for documents or materials pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or similar law pertaining to documents or information Johnson County reasonably believes that Provider might lawfully seek to claim as confidential, then Johnson County will forward the request to Provider. It shall be the obligation of Provider to prepare and submit to the Texas Attorney General's Office any claim and supporting brief or materials necessary to assert a claim that the documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. Johnson County will cooperate with Provider in making such submission to the Texas Attorney General's Office. **Provider acknowledges and understands that contracts, agreements, payment, and revenue of a political subdivision of the State of Texas are public information and are not confidential.**

8.9 Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

8.10 Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

8.11 Johnson County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

8.12 Provider certifies that pursuant to Section 231.006 of the Texas Family Code (regarding unpaid child support) that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. Provider hereby certifies that it is not ineligible to receive state or federal funds due to child support arrearages.

8.13 Provider verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017. Provider 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.

8.14 Provider 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 Agreement against a firearm entity or firearm trade association.

8.15 Provider 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 Agreement.

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.

8.16 Provider **will not factor its receivables (from Johnson County) to any company or bank without the permission of the Johnson County Commissioners Court.**

8.17 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.

8.18 Additional information and terms for invoices, billing and payment are set out at **Exhibit B, Invoices & Payments** which is attached hereto and incorporated herein.

John L Bass OD PC dba Bass Eye Care
(Printed name of Provider)

By: John L Bass

Print Name: John L Bass

Title: Owner

Date: 9/3/2026

JOHNSON COUNTY CORRECTIONAL CENTER

By:

Name: **Judge Christopher Boedeker**

Title: **Johnson County Judge**

Date: 9.14.26

Attest:

April Long
County Clerk, Johnson County

9.14.26
Date

Exhibit A

Description of Services and Cost or Payment Rate for Medical Services Set Forth oN Following Pages

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BASS EYE CARE

FEE SCHEDULE

Medical Optometry • Specialty Contact Lenses • Ocular Disease Management

Purpose: Internal practice fee-schedule planning and review. Medicare amounts are the supplied 100% benchmark; the 125% column is THE FEE.

Routine & Medical Eye Care Services

CPT	Description	Medicare 100%	Bass Eye Care Rate 125%
92002	Intermediate eye exam – New Patient	$81.96	$102.45
92004	Comprehensive eye exam – New Patient	$145.04	$181.30
92012	Intermediate eye exam – Established Patient	$87.42	$109.28
92014	Comprehensive eye exam – Established Patient	$123.12	$153.90
92020	Gonioscopy	$25.96	$32.44
92025	Corneal Topography	$35.73	$44.67
92060	Sensorimotor Examination	$64.13	$80.16
92081	Limited Visual Field	—	—
92082	Intermediate Visual Field	—	—
92083	Extended Visual Field	$60.73	$75.91
92100	Serial Tonometry	—	—
92133	OCT – Optic Nerve	$31.56	$39.45
92134	OCT – Retina	$31.56	$39.45
92250	Fundus Photography	$35.83	$44.79
76514	Corneal Pachymetry	—	—

Evaluation & Management Services

CPT	Description	Medicare 100%	Bass Eye Care Rate 125%
99202	New Patient E/M	$72.80	$91.00
99203	New Patient E/M	$114.05	$142.56
99204	New Patient E/M	$172.37	$215.46
99205	New Patient E/M	$230.14	$287.67
99212	Established Patient E/M	$57.52	$71.90
99213	Established Patient E/M	$92.41	$115.51
99214	Established Patient E/M	$131.75	$164.69
99215	Established Patient E/M	$187.02	$233.78

Specialty Contact Lens Services

Specialty contact lens services are priced separately from the Medicare-based fee schedule.

CPT / Code	Service	Bass Eye Care Fee
92072	Fitting of contact lens for management of keratoconus	$999.00
92313	Corneoscleral RGP fitting	$999.00
V2531	Scleral Contact Lens	$1,399.00 / lens

Fee Schedule Notes

Medicare 100%: Medicare allowable amounts supplied as the reimbursement benchmark.

Bass Eye Care rate calculated at 125% of the listed Medicare benchmark and intended as a standard fee reference.

Specialty Contact Lens Services: Specialty lens fitting and lens fees are maintained separately because of their specialized nature.

Insurance Reimbursement: Actual reimbursement varies by payer, contract, patient benefits, medical necessity, coding, and applicable payer policies.

Medicare: The 125% rate amounts should not be interpreted as Medicare reimbursement rates.

Exhibit B

Invoices & Payments

Invoices. Invoices will be submitted on the CMS-1500 Claim Form

1. Invoice Address. Invoices shall be submitted securely via fax to 817-556-6116 or via email to ihc@johnsoncountytx.org.