

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: April 30, 2026
Meeting Date: May 11, 2026
Submitted By: Jim Simpson
Department: Co Attys Office for Shrf Ofc
Signature of Elected Official/Department Head:
Jim Simpson Asst. Co. Atty

Court Decision: <small>This section to be completed by County Judge's Office</small>

5.11.2026

Description:
Consideration for approval of agreement with Fresenius Medical Care Holdings, Inc. for provision of dialysis services to inmates with authorization for County Judge to sign.

(May attach additional sheets if necessary)

Person to Present: Ben Arriola or David Blankenship / Jim Simpson

(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 Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor
 Personnel Public Works 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**

OUTPATIENT DIALYSIS AGREEMENT

This Outpatient Dialysis Agreement (“Agreement”) is entered into by and between affiliates of Fresenius Medical Care Holdings, Inc. d/b/a Fresenius Medical Care North America (“FMCNA”) clinics specifically identified in Schedule A (hereinafter referred to as “**Provider**”) and Johnson County, a political subdivision of the State of Texas (hereinafter referred to as “**Payer**”) located at 1800 Ridgemar Drive, Cleburne, TX 76031.

NOW, THEREFORE, Provider and Payer 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 Hemodialysis 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 to Inmates of Payer who have end-stage renal disease or Acute Kidney Injury. 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 any Inmate of Payer 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 any of the outpatient dialysis facilities, its patients or staff.

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

For all Patients of Payor requiring outpatient dialysis treatment under this Agreement that Payor refers to Provider, a Schedule C will be executed. Payor will notify Provider each time Payor refers a Patient to Provider pursuant to this Agreement, Provider shall provide Payer with the Schedule C for signing and returning it to Provider for execution for each Inmate/patient.

Contact for Schedule C for Financial Clearance

rebekah.raybon@freseniusmedicalcare.com
Lena.M.Wilson@freseniusmedicalcare.com, robin.duhon@freseniusmedicalcare.com
NCLOA NCLOA@fmc-na.com

2. **Payer Obligations** – Payer shall have the responsibility for arranging suitable transportation of the Inmates of Payer 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. **Payer** shall ensure that each Inmate is accompanied by appropriate security personnel at all times. **Payer** 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. 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 Inmates of Payer pursuant to this Agreement, **Payer** shall pay to **Provider** in full satisfaction of services performed hereunder, fees as set forth on Schedule B.

Payer will pay **Provider** for Covered Services rendered to Inmates in accordance with Schedule B to this Agreement within thirty (30) days of receipt of a claim from **Provider**. All payments not made within thirty (30) days of **Payer's** receipt of a claim will be considered past due, and **Payer** 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 **Payer** fails to pay all amounts when due, **Provider** shall have the right to terminate this Agreement, pursuant to Section 4 below.

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

Payer 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@johnsoncountytexas.org

4. **Term; Early Termination** - The term of this Agreement is for five (5) years, January 1, 2026 through December 31, 2030. Either party may terminate this Agreement, at any time, with or without cause, upon thirty (30) days written notice to the non-terminating party. **Provider** may immediately terminate this Agreement, upon written notice to **Payer**, for non-payment of fees. This Agreement automatically terminates upon either party becoming insolvent, having a receiver appointed, making an assignment for the benefit of creditors, filing a petition of bankruptcy or being adjudged a bankrupt. **Provider** shall have no duty to dialyze Inmates of Payer after the effective date of the termination.

5. **Insurance**

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

A. Comprehensive 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. Professional Liability Insurance with coverage in an amount not less than \$1,000,000 each occurrence and \$3,000,000 aggregate.

C. Workers Compensation Insurance as required by statute.

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 statute.

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. **Hold Harmless** – **Provider** and **Payer** are both independent contractors and not partners or joint venturers with each other. Nothing in this Agreement shall be construed as authorizing or appointing either party or any of its agents, representatives, or employees to represent the other in any matter. **Provider** and **Payer** agree, subject to the limitations of Texas law including Article 11 Section 7 of the Texas Constitution and the Texas Tort Claims Act to indemnify and hold each other harmless (including the other’s Board of Directors, individually and collectively, and the other’s officers, shareholders, employees, agents, and other representatives, individually and collectively) from and against all claims, liabilities, damages, costs and expenses, including, without limitation, reasonable attorneys’ fees, based upon or arising from, or in any manner relating to their negligence under this Agreement. This includes the negligence or allegations of negligence of **Provider** and **Payer**, their agents, representatives, or employees.

The party seeking indemnification shall promptly notify the other party in writing of any claim, lawsuit, or demand for payment asserted against it for which indemnification is sought and shall promptly deliver to the other party a true copy of any document or material of any kind that asserts such claim. The party seeking indemnification, its agents, representatives, and employees shall cooperate fully with the other party at all times during the pendency of the claim or lawsuit. Failure by the party seeking indemnification to comply with the above terms shall nullify the other party’s duties under this section.

When the indemnifying party accepts its indemnification obligation, it reserves the right to control the investigation, trial, and defense of such lawsuit or action (including all settlement negotiations) any appeal involved, and the choice of any attorneys do be engaged. The party seeking indemnification may, at its own cost, participate in the investigation, trial, defense, and appeal of such lawsuit or action.

7. **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.
8. **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 NCLOA
1940 Lodge Road
Kennesaw, GA 30144
Attn: NCLOA
NCLOA@freseniusmedicalcare.com

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

Notice to Payor:
Johnson County
1800 Ridgemar Drive
Cleburne, TX 76031
Attn: Administration

9. **Amendment** – This Agreement, inclusive of all attachments, may be amended only by mutual written agreement of the parties.
10. **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.
11. **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
10. **Assignment; Waiver** – This Agreement may not be assigned by either party without the express written consent of the other party. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute a waiver of any other term or condition of this Agreement. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.
11. **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.
12. **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 in accordance with the laws of the state where services are provided.
13. **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.

[Signatures Appear on Following Page]

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:

CPJ Boeder
Christopher Boedeker
As Johnson County Judge

5-11-26
Date

Attest: *April King*
County Clerk, Johnson County



5-11-26
Date

PROVIDER

Melissa Cunningham
Authorized Representative

4/30/2026
Date

Printed Name: Melissa Cunningham

Title: Regional Vice President

Approved by Johnson County Sheriff:

AK
~~Sheriff Adam King~~
Captain Ben Amick

5-11-26
Date

SCHEDULE A

PROVIDER LOCATIONS

Legal Name: Fresenius Medical Care Cleburne, LLC. Tax ID: 87-4701027
Payment Address: PO Box 843304, Dallas, TX 75284-3304

Facility ID	Facility Name	Address	Phone	Fax	NPI - ESRD
1679	Cleburne Dialysis Center	160 Jack Burton Drive, Cleburne, TX 76031-7711	817-558- 1593	817-558- 1504	1578293403

Legal Name: Fresenius Medical Care Burleson, LLC. Tax ID: 87-4824759
Payment Address: PO Box 843314, Dallas, TX 75284-3314

7552	Fresenius Medical Care of Burleson	200 McPherson Road, Fort Worth, TX 76140-5451	817-551- 6623	817-293- 8719	1316691405
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Legal Name: Fresenius Medical Care Southwest Fort Worth, LLC. Tax ID: 87-4678956
Payment Address: PO Box 843299, Dallas, TX 75284-3299

1287	Fresenius Medical Care Southwest Fort Worth	4804 Bryant Irvin Court, Fort Worth, TX 76107-7640	817-738- 8703	817-732- 6126	1780314690
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Legal Name: Fresenius Medical Care Granbury, LLC. Tax ID: 81-3457389
Payment Address: PO Box 842769, Dallas, TX 75284-2769

2378	Fresenius Medical Care Granbury	1030 East US Hwy 377, Suite 128, Granbury, TX 76048-1457	682-205- 7001	817-279- 9520	1093266330
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Legal Name: Fresenius Medical Care Central Fort Worth, LLC. Tax ID: 87-4678716
Payment Address: PO Box 843303, Dallas, TX 75284-3303

1784	Trinity Dialysis Center	1210 Alston Avenue, Fort Worth, TX 76104-4506	817-338- 1302	817-338- 0331	1053066019
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Legal Name: Fresenius Medical Care Tarrant County Campus, LLC. Tax ID: 87-4824441
Payment Address: PO Box 843316, Dallas, TX 75284-3316

4155	Tarrant County Campus Dialysis	5000 Campus Drive, Fort Worth TX 76119-5921	817-413- 0330	817-413- 0334	1962132878
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Legal Name: Fresenius Medical Care Fort Worth Parkway, LLC. Tax ID: 87-4771692
Payment Address: PO Box 843305, Dallas, TX 75284-3305

4186	Fresenius Medical Care Fort Worth Parkway	6551 Harris Parkway, Suite 115A, Fort Worth, TX 76132-6106	817-292- 5512	817-292- 2597	1225783186
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Legal Name: Reliant Renal Care – Texas, LLC. Tax ID: 35-2338448
Payment Address: PO Box 671699, Dallas, TX 75267-1699

100586	RRC West Fort Worth	5601 Locke Avenue, Suite 101, Fort Worth, TX 76107-5129	817-886- 3200	817-886- 3199	1497895619
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SCHEDULE B

PAYMENT FOR COVERED SERVICES

SERVICES

Modality	Rates
Hemodialysis In-Center Per Treatment	\$440.00
CAPD Daily Rate	\$175.00
CCPD Daily Rate	\$175.00

“The 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 **Payer** 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 **Payer** in meeting its reporting requirement.

SCHEDULE C

FORM FOR PATIENT TO OBTAIN SERVICES AT PROVIDER CENTER(S)

Terms used herein without further definition shall have the same meaning ascribed to them as in the Outpatient Dialysis Agreement by and between affiliates of Fresenius Medical Care Holdings, Inc. d/b/a Fresenius Medical Care North America (“FMCNA”) clinics specifically identified in Schedule A (“**Provider**”) and Johnson County, a political subdivision of the State of Texas (“**Payer**”) made effective as of January 1, 2026 (“effective date”) and continues through December 31, 2030 (“Termination Date”).

Services may be authorized by persons in the following positions at the Johnson County Sheriff’s Office or Johnson County Law Enforcement Center:

- Johnson County Sheriff
- Chief Deputy over Johnson County Law Enforcement Center
- Captain at Johnson County Law Enforcement Center
- Health Services Administrator at Johnson County Law Enforcement Center
- Director of Nursing at Johnson County Law Enforcement Center

Inmate/Patient Name (the “Patient”): _____ FMC MRN: _____

Patient Date of Birth: _____

Estimated Date when Patient shall commence Hemodialysis Services at Provider Center: _____

Provider Center(s) where Patient shall receive Services (name of Center and address):

Services Authorized by:

Signature

Date

Printed Name and Title of Person Authorizing Medical Services

PROVIDER

Authorized Representative

Date

Printed Name: _____

Title: _____