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**1. AI-67891** Discussion, consideration and approval of a Facility Use Agreement between Hidalgo County and American Red Cross for sites and facilities located in Pct. 4 with authority to execute document(s) by County Judge, Court Member or Executive Officer.

✓  
**2. AI-67880** Authority to advertise and approval of procurement packet [subject to TxDOT's written notice of request for federal funding prior to release of packets to interested vendors/parties which may prompt the changing of applicable dates] for: North Alamo Realignment Project (from FM 1925 to 0.54 miles N) in Hidalgo County Precinct No. 4, RFB No 2018-276-12-26, including re-advertisement of project when/if necessary or required.

**G. Sheriff's Office**

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**1. AI-67823** A. Ratification of Purchase Order #789539 issued on 11-27-18 for hemodialysis treatments required for an inmate [post hospitalization] inasmuch as existing contract had expired with rates under said agreement honored until action on new agreement by HCCC contained herein and below; *(in Mission)*

**APPROVED**

✓  
 B. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024 (a)(4) and as also required by Texas Administrative Code-Title 37, Chapter 273, Rule 273.1 in connection with inmates requiring hemodialysis treatments due to renal failure pre-existing prior to detention or diagnosed while in detention;

✓  
 C. Approval of an agreement with USRC Edinburg, LP for Hemodialysis treatments *(Mission)* (for already on-going before incarceration or as diagnosed and prescribed by physicians) for Hidalgo County Sheriff's Office to include Single Patient Agreements with authority for Sheriff and/or Chief Deputy to sign said agreements on an "as needed basis".

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**2. AI-67833** Authority and approval to exercise the Sixty (60) Day grace period extension as provided in the current agreement (E-18-031-12-19) for the purposes of Psychological Evaluations Services for Detention, Patrol & Communication Officers at Sheriff's Office", under the same rates, terms and conditions with Gregorio Pina< III, PhD effective 01/03/19 and expires 03/03/19 or upon completion of the procurement process (whichever comes first) and is in the best interest of Hidalgo County.

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**3. AI-67827** Acceptance and approval of a Tenant Estoppel Certificate with authority for County Judge to execute document in connection with the "Lease of Tower Space - FM 1925 & Rooth Road" - Hidalgo County Sheriff's Office with O. E. Investments, Ltd. - E-18-017-02-20.

**H. Co. Wide**

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**1. AI-67605** Acceptance and approval of "First Amendment" to Contract [C-18-082-04-24] between County and Vendor to reflect name change of company from TIBH Industries, Inc to Workquest.

**25. Open Forum** *- none (2-left)*

**DIALYSIS AGREEMENT**

This agreement ("Agreement") is made and entered into by and between USRC Mission, LP d/b/a US Renal Care Mission Dialysis located at 206 Conquest, Edinburg, TX 78539 ("Facility") and Hidalgo County Sheriff's Office ("Detention Center"), to assure the continuity of care and treat for the patient of clinic.

This Agreement shall be effective on the **December 3, 2018** for a term of one (1) year, and shall continue for successive one (1) year periods unless sooner terminated by either party in accordance with this Agreement.

Facility provides dialysis services. Detention Center provides coverage and/or reimbursement for health care services provided to incarcerated patients ("Patient"). Facility and Detention Center desire to contract for the provision and coverage of health care services to Patient.

Facility and Detention Center agree that:

1. Detention Center will be responsible for the cost of transportation and the cost of the officer provided to secure the Patient.
2. Detention Center will be responsible for Patient while it is at Facility.
3. Detention Center will provide at least one officer for each Patient and remain at Patient's side during the entire treatment. The Patient will remain in handcuffs and shackles.
4. Facility reserves the right to discharge Patient for any reason.
5. Appropriate procedures will be followed to assure security of Facility's other patients and staff.

Provision of Services. Execution of this Agreement by Detention Center serves as continuing authorization for Facility to furnish certain health care services to Patient, as such services and associates rates are described in the attached fee schedule ("Covered Services"), and be reimbursed by Detention Center for such health care services for the duration of this Agreement. Facility shall not be responsible for (i) any further verification of Patient eligibility to receive Covered Services or (ii) securing additional referral(s) or authorization(s) for Covered Services.

Payment. Detention Center shall reimburse Facility for Covered Services as set forth in the attached fee schedule within thirty (30) calendar days of Detention Center's receipt of a written claim for Covered Services or as allowed under the Texas Prompt Payment Act. Compensation shall be paid to Facility pursuant solely to the terms of this Agreement and Exhibit 1, and shall be made by Detention Center without discounting such compensation in any manner not explicitly specified in Exhibit 1. Facility will submit claims for Covered Services electronically unless either Party requests non-electronic billing for Covered Services. If Detention Center is able to process only non-electronic claims, Facility will submit claims in the format requested by the Detention Center. Failure to pay claims with the specified number of days will result in Detention Center's loss of any negotiated discount, and Detention Center will be responsible for paying Facility's full billed charges. Detention Center shall have no right to setoff the amount of any alleged erroneous payment or overpayment against any amounts otherwise owed to Facility

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by Detention Center. Patient shall not be liable for any fees or monies owed to Facility. Detention Center payment of fees specified herein shall represent payment in full for all Covered Services.

Records. Patient's medical records shall not be removed, transferred from, or released by Facility except in accordance with terms of this Agreement, applicable state and federal laws and Facility policies. Facility and Detention Center shall each be responsible for obtaining directly from Patient any authorizations to use and/or disclose Patient health information as necessary for performance of this Agreement, and Facility and Detention Center shall not use or disclose Patient protected health information except as permitted by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and applicable state law. This paragraph shall survive any termination or expiration of this Agreement.

Term and Termination. The term of this agreement shall be the period that Patient requires Covered Services provided by Facility. Either Party shall have the right to terminate this Agreement without cause at any time upon sixty (60) calendar days' written notice. Upon discharge, the Detention Center will provide the written notification that the Patient is released from Detention Center and may or may not continue services without officer escort.

Agreement Governs. The parties agree that no other reductions, including but not limited to reductions related to changes in payer or plan payment levels or policies, or reductions related to any other contractual, network, or repricing relationships of plan, payer or their authorized representatives shall apply to the services covered by this Agreement and that the terms of this Agreement, including attachments, exhibits, schedules, and amendments, shall supersede and take precedence over all other payment policies, designs, arrangements or agreements with respect to such services. Payer guarantees and assumes the obligation to pay Facility at the rates set forth in Exhibit 1. In the event of a conflict or inconsistency between this Agreement and any exhibit, attachment, plan program, policy, manual or any other document affecting this Agreement, the provisions of this Agreement shall control. Venue for settlement of any disputes arising from this Agreement shall be in Hidalgo County, Texas.

Parties' Intent; Confidentiality. Facility and Detention Center are independent contractors. Facility shall not act as, and shall in no way be considered to be, an agent or representative of Detention Center for any purpose. The representative of each Party executing this Agreement has the authority to bind the Party to this Agreement and all terms contained herein. This Agreement, including attachments, exhibits, schedules, and amendments, constitutes the entire understanding between the Parties with respect to the Patient, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between the Parties in such respect. Neither Facility nor Detention Center may disclose any proprietary or confidential information of the other Party, including but not limited to trade secrets, the attached fee schedule, or any other term of this Agreement, to any third party without the prior written consent of the other Party, or as required by applicable law.

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EXHIBIT 1 TO SINGLE PATIENT AGREEMENT COVERED SERVICES FEE SCHEDULE

Billed charges for services listed on this Covered Services Fee Schedule, will be paid at:

**\$450.00 per treatment rate.** If Payer is secondary, this discount will not apply to any outstanding balance due from Payer to Facility.

Hemodialysis

Peritoneal Dialysis Services (reimbursement will be based on hemodialysis equivalency)

Other Covered Services including but not limited to ESRD related medications\*, laboratory services, dialysis training, ultrafiltration and ancillary services.

**Separately Billable Medications.** The medication(s) listed below are to be paid separately from the treatment rate.

<u>Name</u>	<u>Dosage</u>	<u>HCPCs Code</u>	<u>Reimbursement</u>
Parsabiv (Injection)	0.1 mg	J0606	\$ 3.47
Sensipar (Oral)	1 mg	J0604	\$ 0.96

Remittance Information: **USRC Mission, LP**

**P.O. Box 844631**

**Dallas, TX 75284-4631**

Tax ID No.: **41-2166764**

Attention: **Towanda Crawford**

Telephone: **214-736-2763**

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IN WITNESS WHEREOF, and intending to be legally bound, the undersigned Parties have executed this Agreement as of the date below.

Hidalgo County Sheriff's Office

USRC Mission, LP

By: 

By: 

Print Name: Jose Eduardo "Eddie" Guerra

Print Name: Abigail Houston Smith

Title: Hidalgo County Sheriff

Title: Director, Managed Care

Date: December 07, 2018

Date: December 3, 2018

CLAIMS ADDRESS:

Remittance Address:

P.O. Box 1228

USRC Mission, LP

Edinburg, TX 78539

P.O. Box 844631

(956) 393-6023

Dallas, TX 75284-4631

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