

SINGLE PATIENT AGREEMENT

C-23-0345-09-05

This agreement ("Agreement") is made and entered into by and between Ophthalmic Consultants of Texas, located at 1309 E. Ridge Rd.-Ste. 1, McAllen, Texas 78503 ("Service Provider") and County of Hidalgo by and through its 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 **September 05, 2023** 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.

Service Provider provides corneal transplant surgery. Detention Center provides coverage and/or reimbursement for health care services provided to incarcerated patients ("Patient"). Service Provider and Detention Center desire to contract for the provision and coverage of health care services to Patient.

Service Provider 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 Service Provider.
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. Service Provider reserves the right to discharge Patient for any reason.
5. Appropriate procedures will be followed to assure security of Service Provider's other patients and staff.

Provision of Services. Execution of this Agreement by Detention Center serves as continuing authorization for Service Provider 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. Service Provider 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 Service Provider 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 Service Provider pursuant solely to the terms of this Agreement and Exhibit I, and shall be made by Detention Center without discounting such compensation in any manner not explicitly specified in Exhibit I. Service Provider 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, Service Provider 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 Service Provider full billed charges. Detention Center shall have no right to set off the amount of any alleged erroneous payment or overpayment against any amounts otherwise owed to Service Provider by Detention Center. Patient shall not be liable for any fees or monies owed to Service Provider. 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 Service Provider except in accordance with terms of this Agreement, applicable state and federal laws and Service Provider policies. Service Provider 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 Service Provider 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 Service Provider. 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 Service Provider at the rates set forth in Exhibit I. 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. Service Provider and Detention Center are independent contractors. Service Provider 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 Service Provider 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.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON September 05, 2023.

Agenda Item No. XXXXX

Executive Office: _____

VENDOR:

Ophthalmic Consultants of Texas

COUNTY:

COUNTY OF HIDALGO

Jane Fagan, Billing Manager

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM

Office of the Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:

Robert Viña III, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

(If Applicable)

SUPPLEMENTAL SIGNATURES:

(If Applicable)

EXHIBIT "I"
TO SINGLE PATIENT AGREEMENT COVERED SERVICES FEE SCHEDULE

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

\$1,215.67 . Doctors Cost.
CPT Code 65730

REMITTANCE INFORMATION:

PAYMENT FOR PHYSICIAN:

Ophthalmic Consultants of Texas

P. O. Box 4830

Edinburg, Texas 78540
