

#4 VOL. (N.)

# Livingston MRI & Polk County

## Provider Agreement

This agreement is entered into by and between **Polk County, a political subdivision of the State of Texas**, and the undersigned, Livingston MRI, LP dba **Livingston Diagnostics** ("Provider").

### I. Definition of Terms

For purposes of this Agreement, the following terms shall have the meanings set forth as follows:

- a) "Active Referral Management" means the coordination, scheduling, management and billing of Ancillary Services on behalf of Covered Persons.
- b) "Ancillary Services" means any health care services not generally provided in a medical doctor's office or inpatient facility.
- c) "Clients" means the primary alternative resource recognized by Polk County for Active Referral Management.
- d) "Covered Persons" means those individuals who are entitled to covered benefits.
- e) "Negotiated Rates" means the contractually agreed upon reduced rates between Polk County and Provider that are to be charged for Covered Services provided to Covered Persons.
- f) "Payer" means the party who has the obligation for payment of Covered Services for Covered Persons.
- g) "Personnel" means individuals employed by or contracted with Provider to provide Covered Services.

### II. Obligations of Polk County

During the term of this Agreement, Polk County shall:

- a) In the event of Active Referral Management, furnish Provider with written confirmation of the specifically arranged Ancillary Services to be offered to the Covered Person.
- b) In the event of Active Referral Management, arrange for Provider's provision of specific Covered Services to specific Covered Persons.
- c) Comply with all applicable state and federal rules and regulations.

### III. Obligations of Provider

During the term of this Agreement, Provider shall:

- a) Verify the eligibility of Covered Persons before providing Covered Services in accordance with policies and procedures adopted by the insurance carrier, Polk County, and the Payer. Unless otherwise provided, Provider shall assume the risk of providing

care to persons who are not eligible for Covered Services. Polk County will be the payer of last resort.

- b) Provider will provide immediate notification of any changes in the information given.
- c) Comply with all applicable laws and regulations relating to the performance of Covered Services under this Agreement.
- d) Provide Covered Services to Covered Persons in locations and service areas, within the requested time period; provide reports to the Covered Person's treating physician and/or Client, as required by law, Client or Payer. Provider shall remain solely responsible for the quality of Covered Services provided and shall render such services in accordance with generally accepted practice and professional recognized standards.
- e) Provide all required licensed and professional Personnel and all equipment necessary for the provision of Covered Services to Covered Persons. Provider shall, in the employment of and contracting with all Personnel, verify the individual's (1) current license or registration to practice in the state, if appropriate; (2) professional work experience; (3) educational qualifications; and (4) previous work and personal character references.
- f) Abide by the operational, billing and payment procedures and policy agreed upon by Polk County, Provider, or the Payer.
- g) Maintain, for the time period required by applicable law after a Covered Service is rendered, all medical records and all other books and records (financial, administrative or otherwise) directly pertaining thereto and provide Polk County, Payer and applicable regulatory authorities access to such records upon reasonable prior written notice during normal business hours upon prior written consent.
- h) Maintain the confidentiality of patient medical information and enrollment information so as to comply with all state and federal laws and will prevent unauthorized disclosure.
- i) Comply with, and keep confidential all quality assurance and utilization management policies and procedures implemented by Client or Polk County. Provider shall keep all information, including, but not limited to, all statistical data, reports and standards, and all financial information related to this Agreement, and shall utilize its best efforts to prevent and protect such information from unauthorized disclosure by its agents and employees.
- j) Provide Covered Services to Covered Persons in the same manner in which it provides such Ancillary Services to all other individuals receiving services from Provider. Provider shall not discriminate against Covered Persons because of race, religion, national origin, color, sex, marital status, sexual orientation, age, health status, disability, or source of payment.
- k) Provide covered Services to Covered Persons through Polk County and shall not directly or indirectly, other than through Polk County, enter into any agreement with a Client or Payer for the provision of Ancillary Services to Covered Persons.
- l) Notify Polk County in writing within 48 hours of the occurrence of any of the following events:
  - 1) Any lawsuit, claim, or arbitration action filed or assert by a Covered Person alleging malpractice.
  - 2) Any voluntary or involuntary suspension, relinquishment, or revocation of Provider's licenses or permits to provide Ancillary Services.
  - 3) Any false or misleading statement or omission regarding the credentialing or re-credentialing of Provider.

- 4) Any act, omission, or conduct by the Provider for which Provider's ability to participate with Medicare or Medicaid is or could be revoked or suspended.
  - 5) Cancellation of Provider's general or professional liability insurance.
  - 6) Any changes in its ownership or business address.
  - 7) Any change of Medical Director or the addition of providers hereunder; or
  - 8) Any other event, occurrence, or situation that might materially interfere with, modify, or alter performance of any Personnel obligations or duties under this Agreement.
- m) Ensure that all Personnel have received adequate instruction and training to properly conduct Covered Services. When appropriate, such instruction and training will include explanation and testing on the proper use of the specific equipment operated by Provider. Polk County shall not be liable for any damage to any equipment of Provider.
- n) Maintain sole and direct responsibility for compensation of Personnel, including, as applicable, payment of wages and other compensation; reimbursement of expenses; and compliance with federal, state, and local tax withholding, workers' compensation, social security, unemployment, and other obligations imposed on the employ or contract of such Personnel.

#### IV. Payment for Services

During the term of this Agreement, Provider shall be paid for providing Covered Services to Covered Persons hereunder as set forth below:

- a) Provider agrees to conduct coordination of benefits in accordance with the policies and procedures established by Polk County, or Payer for the agreed upon contracted fee schedule.
- b) Provider agrees to bill the agreed upon contracted rate for services rendered. Provider agrees to send a monthly invoice to Polk County for Covered Services provided to Covered Persons no later than thirty (30) days following the provision or completion of such Covered Services or as required by state law. In the event Provider is unable to submit a monthly invoice within this time period because of circumstances beyond its control, the time for submission of such claims shall be extended as reasonably necessary, but not to exceed a time period as permitted by a Client or Payer.
- c) Provider shall be paid for Covered Services provided to Covered Persons within forty-five (45) days of completed invoiced Covered Services.
- d) Provider agrees to accept as payment in full for Covered Services rendered to Covered Persons the Negotiated Rates contained in this Agreement. Provider agrees not to seek additional payments or compensation from Covered Person unless required or permitted to do so as referred to in paragraph e below. Polk County and/or Payer will have the right to offset or withhold such amounts from any money that may be due Provider. This provision will survive the termination of this Agreement.
- e) Payer reserves the right to audit Provider's records with respect to payments made directly by Polk County or Payer so that a true accurate accounting may be determined regarding Negotiated Rates and collection of any co-insurance, co-payment and deductible amounts.

- f) Any amount in excess of the Negotiated Rates collected by Provider for Covered Services provided under this Agreement shall be immediately due and payable to Polk County or Payer.

V. Term of Agreement

The term of this Agreement shall be for one year and commence on the date it is approved by all authorized parties. This Agreement shall thereafter automatically renew for a period of one (1) year, on each anniversary, unless either party provides written notice of its intent not to renew, within thirty (30) days of the anniversary date.

VI. Termination and Amendment

- a) Either party may terminate this Agreement at any time by notifying the other party in writing at least thirty (30) days prior to the termination date with or without cause.
- b) Polk County may terminate this Agreement immediately upon notice to Provider in the event Provider fails to meet any of the qualifications specified in Section III hereof, unless such termination requires due process under applicable state or federal law.
- c) Either party may terminate this Agreement if the other party breaches any of its obligations hereunder and fails to remedy such breach within thirty (30) days after receiving specific notice thereof.
- d) Only a written communication signed by both parties may amend this Agreement.

VI. Miscellaneous

- a) Provider agrees that all documents and information obtained by it in preparation for or the performance of this Agreement that relate to the proprietary business of Polk County shall be kept in strict confidence and shall not be used by Provider for any purpose or disclosed to any person without the express written consent of Polk County.
- b) All correspondence and notices pertaining to this Agreement shall be sent to the addresses of Polk County as set forth below or in any subsequent change of address notice given by either party to the other.
- c) This Agreement shall be construed in accordance with the laws of the State of Texas and venue shall be in Polk County for all disputes.
- d) Polk County may, from time to time, amend this Agreement. Provider shall be provided with at least thirty (30) days prior written notice prior to the effective date of the amendment. If Provider does not object in writing to the implementation of the amendment within such 30 day period, Provider shall be deemed to have accepted the amendment. In the event Provider objects to any such amendment, Polk County has the right to terminate this Agreement upon thirty (30) days written notice. The 30 day termination period begins when Provider receives the notice of termination. Amendments required for regulatory or accreditation purposes shall be effective immediately. An amendment objected to by Provider shall be in effect during the 90 day termination period if required for regulatory or accreditation purposes.
- e) This Agreement is entered into to secure the services of Provider. Provider may not assign or delegate all or any part of this Agreement without the prior written consent

of Polk County. Polk County may not assign or delegate all or any part of this Agreement without the prior written consent of Provider.

- f) The subject headings of the articles and paragraphs of this agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of the provisions of this Agreement.
- g) If any part of this Agreement should be determined to be invalid, unenforceable, or contrary to law, that part shall be reformed, if possible, to conform to the law and, if reformation is not possible, that part shall be deleted and the other parts of this Agreement shall remain fully effective.
- h) All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally or on the third United States Postal Serviced delivery day after mailing if mailed by first class mail, registered or certified, postage prepaid, and properly addressed to:

County Judge John Thompson  
County Courthouse 3<sup>rd</sup> Floor  
Room 300  
Livingston, TX 77351.

Polk County Billing Address is as follows:

602 E Church St. Suite 101-2  
Livingston, TX 77351  
(936) 327-6830

Provider Billing Address is as follows:

Livingston MRI LP dba Livingston Diagnostics  
300 Bypass Lane #208  
Livingston, TX 77351  
(936) 329-6288

- i) The Agreement and any attachments constitute the entire contract between Polk County regarding the provision of Covered Services to Covered Persons. Any agreements, premises, negotiations, or representations not expressly set forth or referenced in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original.

APPROVED DATE: \_\_\_\_\_

Livingston MRI, LP  
dba Livingston Diagnostics  
300 Bypass Lane # 208  
Livingston, TX 77351

Polk County  
602 E Church Ste 101-2  
Livingston, TX 77351

By: \_\_\_\_\_  
Dr. George DeLoach

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

**FEE SCHEDULE**

Chest X-Ray	\$31.00
Lumbar Spine X-RayUS	\$45.00