

**AGREEMENT FOR PROFESSIONAL DENTAL SERVICES FOR
JOHNSON COUNTY, TEXAS**

This Agreement for Professional Dental Services for Johnson County, Texas (hereinafter referred to as the "Agreement") is made and entered into by and between Johnson County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "COUNTY"), 2 Main Street, Cleburne, Texas 76033 and Dr. Kim Barker D.D.S., 115 Hyde Park Blvd # 100, Cleburne, TX 76033 kimbarkerdds@sbcglobal.com (herein referred to as "Provider"), individually referred to as a "Party" and collectively referred to as "Parties".

WITNESSETH:

WHEREAS, COUNTY is obligated to provide dental services for inmates housed at the Johnson County Jail (the "Facility"), located at 1800 Ridgemar Drive Cleburne Texas 76031 while complying with standards established by the Texas Commission on Jail Standards, and the policies and procedures of COUNTY; and

WHEREAS, COUNTY believes that the contracting of professional dental services to an outside party will best meet the needs of the Facility; and

WHEREAS, COUNTY desires to engage the services of Provider, as an independent contractor and not as an employee, to provide the contracted services on the terms and conditions provided in this Agreement, and Provider is willing to provide such services.

NOW, THEREFORE, for and in consideration of the promises and mutual agreements contained herein, COUNTY and Provider hereby agree as follows:

1. **Scope of Work by Provider.** Provider agrees to provide dental services when reasonably necessary at Provider's office. The Scope of Work will be on an as needed basis which will include dental services related to intake screening, routine dental care and emergency services or referrals. Inmates of the Facility that are in need of out-patient dental services will be referred to Provider by the Warden of the Facility, or his designees. In situations perceived to be an emergency, inmates can be referred by any member of the medical staff at the Facility. The Warden of the Facility has the authority to approve the provision of health care and will provide the required notification to County authorities. All surgeries and major treatments must be approved by COUNTY.
2. **Term:** This Agreement shall begin the first day of the signing of this Agreement and may terminate upon thirty (30) days after receipt of written notice without cause or upon ten (10) days with cause. Notice of termination must be delivered by certified mail or by hand-delivery to the other Party at the addresses listed herein.

3. **Compensation and Payment.**
 - a. Provider will prepare a billing for each inmate for the dental procedure performed in accordance with the facility rate schedule in "Exhibit A". A copy of the facility rate schedule shall be attached to this Agreement. The inmate billing will be sent to the "Facility" for each County inmate for payment.
 - b. The Facility medical staff will assist with those monthly billings. Billings will be processed and paid by COUNTY and COUNTY will be responsible for ensuring the payment of each invoice.

4. **Insurance.** Provider shall obtain and maintain the following minimum limits of insurance continuously during the life of this Agreement:
 - a. Medical Professional Liability Insurance with limits of not less than \$200,000 per occurrence and \$500,000 in the aggregate, for coverage of allegations resulting, in whole or in part, from malpractice of Provider;
 - b. COUNTY shall be designated as additional insureds under the comprehensive general liability policy;
 - c. A copy of the certificate(s) of insurance provided to COUNTY as required herein shall be attached hereto and incorporated herein as **Exhibit "B"**.

6. **Records.** Provider shall maintain adequate records in accordance with HIPPA guidelines. Provider shall maintain the confidentiality of inmate's dental information and comply with all legal restrictions in regard to the disclosure thereof. Any records created off-site of the Facility will be mailed to the Facility to the attention of the Nurse Supervisor of the Facility with evidence of the appropriate parental consent.

7. **Taxes, Permits and Certification.** Provider shall pay all applicable taxes, and shall keep current all necessary licenses, permits, and certifications necessary to fulfill the terms and conditions of this Agreement.

8. **Safeguarding of Patient Information.** The use or disclosure by either Party of information concerning a recipient of services, pursuant to this Agreement, for any purpose not directly connected with the administration of COUNTY's or the Providers' responsibility with respect to such purchased services is prohibited, except upon written consent of the appropriate jurisdiction, and the recipient or the recipient's attorney [responsible party or guardian].

9. **Security and Safety.** COUNTY agrees to provide security, including transport of inmates, sufficient to enable Provider to safely provide the dental services called for hereunder.

10. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior commitments, understandings, warranties and negotiations, all of which are by the execution hereof rendered null and void. No amendment or modification of this Agreement shall be made or deemed to have been made unless in writing and executed by the parties to be found thereby.

11. **Independent Contractor.** Provider shall at all times be deemed to be an independent contractor of COUNTY. Provider shall have control over the details, methods, procedures and practices required to supply the services described herein. Provider is not, and shall not claim to be employees, agents or representatives of COUNTY. Provider shall not do business as, incur any obligation as, or claim to represent COUNTY.


12. **Drug-Free Workplace Certification.** Pursuant to agreements with state agencies, each subcontractor must certify in writing as follows:

As part of the subcontracting agreement with COUNTY, Provider certifies to COUNTY that a drug-free workplace will be provided to Provider's employees during the performance of this Contract.

By signing this Agreement, COUNTY and Provider agree to comply with the contractual requirements.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed.

JOHNSON COUNTY, TEXAS


Roger Harmon, County Judge
817-556-6360

Date: 10/24/16


Attest:


Becky Ivey, County Clerk



Date: 10/24/16

PROVIDER:


Dr. Kim Barker D.D.S.,
(817) 645-7201

Date: 9-30-16

**AGREEMENT FOR PROFESSIONAL DENTAL SERVICES FOR
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EXHIBIT A**

DENTAL FEE SCHEDULE

Emergency oral exam \$64

First peri apical X-ray \$26

Any additional X-ray \$21

Extractions range from \$185 to \$350 ((\$350 is for complex extractions with complicated root structure. Most abscessed teeth do not fall at the extreme end. \$200 to \$235 is a reliable average.

Please note that antibiotics will be required before I can take out an infected tooth, but no additional office visit charge will be made if a second visit is necessary.)

Temporary filling so tooth can be saved at a later date. \$0 to \$98 dollars, depending on how much work is required to cover the nerve.

No Rx pain meds will be given. We may dispense 4 over the counter Motrin at the office if pain is severe.