

**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. John B. Erickson, D.D.S., 206 South Main Street, Venus, TX 76084 (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:**
 - a. 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 Provider's 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.

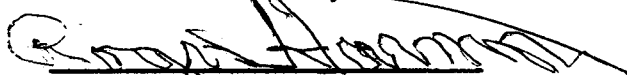
12. **Drug-Free Workplace Certification.** Pursuant to agreements with state agencies, each subcontractor must certify in writing as follows:

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: 11/14/16

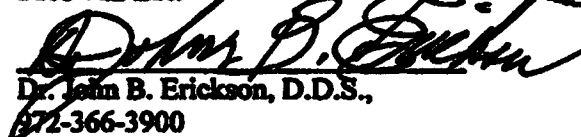
Attest:


Becky Ivey, County, Clerk



Date: 11/14/16

PROVIDER:


Dr. John B. Erickson, D.D.S.,
872-366-3900

Date: 10-17-16

Exhibit A

Dr. Erickson office prices:

\$20.00 for limited exam (1 x-ray and exam of the tooth that is hurting)

\$139.00 for simple extractions

\$232.00 for surgical extractions including root removal and suture if necessary

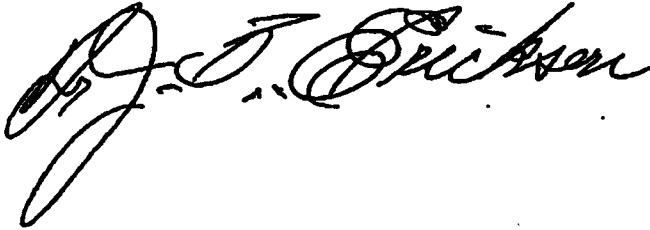
A handwritten signature in black ink, appearing to read "Dr. J. Erickson". The signature is written in a cursive, flowing style with a large initial "D" and "E".

Exhibit B

**THE
MEDICAL PROTECTIVE COMPANY
OF
FORT WAYNE, INDIANA**

(A STOCK INSURANCE COMPANY HEREIN CALLED THE COMPANY)

In Consideration of the payment of the premium, receipt of which is hereby acknowledged, and subject to the limits of liability and the other terms of this policy, the Company hereby agrees to DEFEND and PAY DAMAGES, in the name and on behalf of the Insured or his estate,

A IN ANY CLAIM FOR DAMAGES, AT ANY TIME FILED, BASED ON PROFESSIONAL SERVICES RENDERED OR WHICH SHOULD HAVE BEEN RENDERED, BY THE INSURED OR ANY OTHER PERSON FOR WHOSE ACTS OR OMISSIONS THE INSURED IS LEGALLY RESPONSIBLE, IN THE PRACTICE OF THE INSURED'S PROFESSION DURING THE TERM OF THIS POLICY; EXCEPT this policy does not cover

- 1 any liability growing out of the ownership, operation or supervision by the Insured or an employee of the Insured of (a) any hospital, sanitarium, clinic with bed and board facilities or (b) any business enterprise, whether or not related to patient care and / or treatment;*
- 2 payment of damages (BUT WILL DEFEND) in any claim for damages if said damages are in consequence of the performance of a criminal act or willful tort or sexual act;*
- 3 any vicarious liability of the Insured arising out of membership or participation in a partnership;*
- 4 any liability of any corporation or association of which the Insured is an owner or shareholder or of which the Insured has any financial interest;*
- 5 any liability covered under a workmen's compensation, automobile, fire or general liability policy;*
- 6 any punitive damages or damages over and above actual compensatory damages, which may be assessed against the Insured.*

B Upon receipt of notice the Company shall immediately assume its responsibility for the defense of any such claim. Such defense shall be maintained until final judgment in favor of the Insured shall have been obtained or until all remedies by appeal, writ of error or other legal proceedings deemed reasonable and appropriate by the Company shall have been exhausted at the Company's cost and without limit as to the amount expended. However, the Company shall not be obligated to defend any claim after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

C The Company shall furnish a bond, not to exceed the stated amount for any one occurrence, required to appeal a judgment hereunder, but shall not be liable for more than a pro rata share of interest payments on appealed judgments.

D The Company shall not compromise any claim hereunder without the consent of the Insured.

E Except as respects the cost of defense provided under paragraph B and the premium on any bond furnished under paragraph C, the Company's liability is limited as follows: Regardless of the number of (a) insureds or interests named in this contract or any endorsement or (b) persons or organizations who sustain damages or (c) claims made or suits brought on account of such injury or damage or (d) the number of policy years involved or (e) the imposition of prejudgment interest on any final adjudication against the insured, the Company's total liability for damages including prejudgment interest shall not exceed the stated amount for any one occurrence and, subject to the same limit for each occurrence, the Company's total liability during any one policy year shall not exceed the stated annual aggregate.

Furthermore, for the purpose of determining the Company's liability, the following shall be considered as arising from one occurrence:

- a) all injury resulting from a series of acts or omissions in rendering professional services to one person and*
- b) all injury arising out of continuous or repeated exposure to substantially the same general conditions.*

Upon the following conditions:

1 The Insured shall notify the Company, at its General Offices, Fort Wayne, Indiana, or its agent, as soon as possible, of any threatened claim, with full information relative to the services rendered; and in event such claim is filed in court shall immediately forward any and all summons or process served together with the original or a copy of any and all other papers relating to said claim.

2 The Insured shall not (a) make any hold harmless agreements or contract any expense nor voluntarily assume any liability in any situation nor (b) make or contract any settlement of a claim hereunder, except at his own cost and responsibility, without the written authorization of the Company. The Insured shall at all times fully cooperate with the Company in any claim hereunder and shall attend and assist in the preparation and trial of any such claim.

3 The Insured shall be authorized to practice his profession under the laws of the State or States in which he practices.

4 Other insurance—The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

5 No action shall be maintained against the Company to recover a loss covered by this policy unless brought after the amount of such loss shall have been fixed either by a final judgment against the Insured by the court of last resort after trial of the issue or by agreement between the parties with the written consent of the Company and unless brought within two years and one day after such judgment or written agreement, except that, if such period is in conflict with the statutes of the state wherein this policy is issued, it is hereby amended to conform with such statutes. Any person or his legal representative who has secured such judgment or written agreement shall thereafter be entitled to recover under the terms of this policy in the same manner and to the same extent as the Insured. Nothing contained in this policy shall give any person or organization any right to join the Company as a co-defendant in any action against the Insured to determine the Insured's liability. Bankruptcy or insolvency of the Insured shall not relieve the Company of any of its obligations hereunder.

6 The interest of the Insured under this policy shall not be assignable to any other person.

7 This policy may be cancelled by the Insured by mailing to the Company or any of its authorized representatives, written notice, stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing, postage prepaid, to the Insured at the last address on record with the Company written notice stating when, not less than 30 days thereafter such cancellation shall be effective. If the Insured cancels, earned premium shall be computed in accordance with the standard short rate tables and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustments shall be made within a reasonable period of time after cancellation, but payment of or tender of such unearned premium shall not be a condition of cancellation.

8 By acceptance of this policy the Insured agrees that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

9 The following space is intended for waivers, exceptions and endorsements. If any, they shall become part of this policy.

89 125 128 136 271 304 426 428 429 549 590 772 820 825

Insured's Profession: DENTISTRY
The Insured:

Policy No.	514718	JOHN BERNARD ERICKSON	DDS
The Premium \$	3422	206 S MAIN ST	
TOTAL	3422	VENUS TX	76084-3325

One Occurrence \$ 5,000,000 Annual Aggregate \$ 7,000,000

The term of this policy shall begin and end at 12:01 a.m., standard time, at the place where the Insured resides

	MO.	DAY	YEAR	to	MO.	DAY	YEAR
and be from	11	19	2015		11	19	2016

In Witness Whereof, The Medical Protective Company has caused this policy to be signed by its President and its Secretary and countersigned by its duly authorized representative.

Angela K. Ackerman

COUNTERSIGNED
T-6-86

Timothy J. Kersey
PRESIDENT
Tom Henry
SECRETARY

IN THE EVENT OF CLAIM, THREATENED OR FILED,
IMMEDIATELY NOTIFY THE MEDICAL PROTECTIVE COMPANY, FORT WAYNE, INDIANA

FOR SERVICE CALL:

MEDICAL PROTECTIVE BB

@ 800-463-3776

RN

PROFESSIONAL LIABILITY POLICY
Continuous service to the profession since 1899