

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Bill Moore

TODAY'S DATE: January 18, 2022

DEPARTMENT: County Attorney

COMMISSIONERS COURT

SIGNATURE OF DEPARTMENT HEAD: _____

JAN 24 2022

Approved

REQUESTED AGENDA DATE: January 24, 2022

SPECIFIC AGENDA WORDING: Consideration of Commissioners Court Order # 2022-06 Granting an Exemption Under Section 262.024, Local Government Code, From the Bidding Requirements of Section 262.023, Local Government Code, Upon the Commissioners Court Finding that the Medical Services provided by Dr. Richard Lance Bullard, D.D.S. d/b/a Countywide Dental are Professional Services.



Consideration and approval of Agreement for Professional Services between Johnson County and Dr. Richard Lance Bullard, D.D.S. d/b/a/ Countywide Dental for professional dental and associated services.

PERSON(S) TO PRESENT ITEM: David Blankenship

SUPPORT MATERIAL: Agreement and Commissioners Court Order attached

TIME: 3 Minutes

ACTION ITEM: X

WORKSHOP: _____

(Anticipated number of minutes needed to discuss item) **CONSENT:** _____

EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY: x

IT DEPARTMENT: _____

AUDITOR: _____

PURCHASING DEPARTMENT: x

PERSONNEL: _____

PUBLIC WORKS: _____

BUDGET COORDINATOR: _____

OTHER: Sheriff _____

*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date _____

**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. Richard Lance Bullard, D.D.S. d.b.a. Countywide Dental, 622 North Main Street, Cleburne, TX 76033** (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.
- c. Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:
 - (a) the date the governmental entity receives the goods under the contract;
 - (b) the date the performance of the service under the contract is completed;or
 - (c) the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

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. 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: 1-24-22

Attest:

Becky Ivey, County Clerk



Date: 1-24-22

PROVIDER:


Dr. Richard Lance Bullard, D.D.S.
d.b.a. Countywide Dental
817-517-7557

Date: _____

Agreement for Professional Dental Services for
Johnson County, TX – Dr Richard Lance Bullard DDA
DBA Countywide Dental
Exhibit A
Dental Fee Schedule

Emergency oral exam \$64

First Perio apical Xray \$26

Any additional Xray \$21

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

Local lidocaine anesthesia \$25

Please note that antibiotics will Not be required before extraction but after.

After extraction JCC may administer over the counter 800mg ibuprofen (every 6 hours).

Exhibit B

SENT VIA CERTIFICATE OF MAIL

April 16, 2021

Richard L Bullard, DDS
622 North Main
Cleburne, TX 76033Agency: Wallace Specialty Insurance Group LLC
Phone Number: (972) 663-5190**FORTRESS RENEWAL INFORMATION**

This notice contains information pertaining to the renewal of your Fortress Dental Professional Liability Policy. Your Fortress renewal policy will be issued with the following terms and policy documents will be delivered shortly by your Fortress Agent. No action is needed on your part to renew your Fortress policy. This is not a bill. You will receive your premium payment notice approximately 30 days prior to your renewal date.

If you have any questions or if any changes in your practice have occurred, such as practice location changes or a change in procedures performed, please contact your Agent for assistance.

POLICY INFORMATION

Named Insured: Richard L Bullard, DDS

Policy Number: 38607

Policy Period: 08/02/2021 - 08/02/2022

Coverage Type: Occurrence

Retro Date: N/A

Limits: \$1,000,000/\$3,000,000

Classification: Class I

Rating Territory: TX Territory 002

Renewal Premium: \$2,219.00

- The renewal premium stated above includes a 1.5% base rate increase.
- The premium on your current professional liability is \$2,186.00 which represents a premium change of \$33.00.

FOR YOUR INFORMATION

- To qualify for a 10% risk management credit, complete any online course. Choose from two options for your convenience. Complete a three-hour comprehensive course to earn the 10% credit for three consecutive years or, complete any one-hour course on a specific topic to earn a 10% credit for one-year. To access the courses, login to www.dds4dds.com.