

**REQUEST FOR AGENDA PLACEMENT FORM**

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

COMMISSIONERS COURT

SUBMITTED BY: Jim Simpson

TODAY'S DATE: July 19, 2022

JUL 25 2022

DEPARTMENT: County Attorney  
SIGNATURE OF DEPARTMENT HEAD:

**Approved**

REQUESTED AGENDA DATE: July 25, 2022

SPECIFIC AGENDA WORDING: Consideration of Commissioners Court Order # 2022-58 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 Dental Services provided by DENTRUST DENTAL TEXAS, P.C. are Professional Services.

Consideration and approval of Agreement for Professional Services between Johnson County and DENTRUST DENTAL TEXAS, P.C. for professional dental and associated services.

PERSON(S) TO PRESENT ITEM: David Blankenship

SUPPORT MATERIAL: Agreement and Commissioners Court Order attached

TIME: 5 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'S OFFICE  

\*\*\*\*\*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 DENTAL SERVICES

### AGREEMENT BY AND BETWEEN:

The COUNTY OF JOHNSON with offices at 1800 Ridgemar Drive,  
Cleburne, Texas 76031

Hereinafter referred to as "COUNTY"

### AND:

DENTRUST DENTAL TEXAS, P.C., a corporation of the  
State of Texas, with offices located at 6097 Easton Road, Pipersville,  
Pennsylvania, 18947

Hereinafter referred to as "DENTRUST".

WHEREAS, COUNTY desires to provide dental care for inmates and detainees at the Johnson County Jail (hereinafter "the Jail"); and

WHEREAS, DENTRUST desires to conduct part of its practice of dentistry at the Jail and provides duly licensed dentists in the State of Texas;

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act (HIPAA) as set forth hereto in Appendix "A", HIPAA Business Associate Agreement, is hereby made part of this Agreement and incorporated by reference;

IT IS MUTUALLY AGREED by and between the above-referenced parties hereto, for one dollar (\$1.00) and for other goods and valuable consideration, as follows;

1. DENTRUST agrees to conduct an independent practice of dentistry at the Jail. COUNTY in turn, agrees to provide DENTRUST with the required space and sufficient time to conduct its dental practice. COUNTY will neither contract with nor allow any other provider to perform routine or non-emergent dental services on inmates or detainees at the Jail while COUNTY is under contract with DENTRUST. COUNTY will allow DENTRUST access to the Jail twice a month and any other time when DENTRUST'S services are required as scheduled by the Jail and DENTRUST. This provision does not prohibit COUNTY from utilizing other providers for dental treatment outside the Jail for emergency services or for such dental services that cannot be performed safely within the confines of the Jail and therefore require a referral by DENTRUST..

2. DENTRUST agrees that it shall give priority scheduling to inmates in need of emergency dental treatment; inmates who have medical problems, such as allergies, diabetes, heart conditions and/or blood diseases; and inmates who do not have sufficient teeth to masticate the food provided by the Jail.
3. DENTRUST agrees to perform necessary dental services upon any and all County, State and Federal prisoners presently detained at the Jail. In the course of performing said dental services for County, State and Federal prisoners, DENTRUST agrees to adhere to any and all applicable State and Federal regulations governing dental services for prisoners and detainees.
4. DENTRUST agrees that it is responsible for furnishing, at its own expense, all additional necessary equipment and supplies and its own paid personnel, as determined by DENTRUST, for the proper and safe operation of its clinic at the Jail.
5. In addition to emergency treatment DENTRUST shall only perform the treatment necessary to control and prevent pain, infection, decay or other abnormalities of the hard and soft tissue within, and immediately adjacent to the oral cavity of any inmate or detainee presently being housed at the Jail. DENTRUST shall not perform any cosmetic or other dental services other than the aforementioned without first obtaining authorization from the Jail Administrator.
6. The COUNTY agrees to pay the fees in Appendix "B" for all treatment performed on inmates and detainees housed in the Jail, and that a fee of fifty-five dollars (\$55.00) will be billed to the COUNTY for travel expenses incurred by DENTRUST for each day it operates the clinic at the Jail. This fee will also apply to any emergency calls to which DENTRUST may respond. The COUNTY agrees that if the sum of the fees billed, plus the travel expense, does not exceed One Thousand Seven Hundred Eighty-Five Dollars (\$1,785.00) for each day of service, a minimum charge of One Thousand Seven Hundred Eighty-Five Dollars (\$1,785.00) for each day of service will apply. DENTRUST will bill the U.S. Marshals Service directly for dental services provided by DENTRUST to federal inmates housed at the Johnson County Jail. COUNTY will provide DENTRUST with a copy of the written approval (MED-21-60226) from the U.S. Marshals Service prior to dental services being performed by DENTRUST.

COUNTY understands that if U.S. Marshals Service fails to pay DENTRUST in a timely manner for services performed by DENTRUST then DENTRUST will, upon reasonable notice, cease providing services to U.S. Marshals Service detainees. Upon DENTRUST notifying COUNTY that DENTRUST will not provide services to U.S. Marshal Service detainees then COUNTY may seek other providers to perform services for U.S. Marshal Service detainees.

7. COUNTY agrees that it is responsible for disposing of all bio-hazardous waste products created as a result of the operation of the dental clinic at the Jail.

8. COUNTY agrees to make the medical records available to DENTRUST, in advance of any dental treatment, of any patient expected to be examined or treated by a Dentist provided by DENTRUST. DENTRUST agrees to treat all patients with proper infection control procedures including barrier protection, chemical disinfectants, sterilization, and, where possible, disposable equipment.

9. COUNTY agrees that when a Dentist provided by DENTRUST is in the presence of inmates or other detainees under the jurisdiction of the Jail at least one corrections officer will be immediately present. At no time will COUNTY leave any Dentist alone with an inmate or other detainee under the jurisdiction of the Jail regardless of how rehabilitated or trustworthy that inmate or detainee may appear.

10. DENTRUST agrees to maintain the appropriate amounts of Dental malpractice insurance necessary for it to satisfy its obligations under this Agreement. Moreover, this Agreement will not be effective unless and until DENTRUST demonstrates that it possesses said malpractice coverage.

- a. DENTRUST shall maintain Dental **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 of insurance shall be provided to COUNTY prior to COUNTY executing the contract.

11. COUNTY agrees that during the terms of this Agreement and for a period of two years after its termination, COUNTY will not engage, directly or indirectly, any employee or dentist-employee of DENTRUST in connection with the provision of dental services.

12. The terms of this Agreement shall be for three (3) years effective July 25, 2022 and may be renewed by mutual consent of both parties, for additional one (1) year terms.

13. It is understood and agreed that either party retains the right to revoke this Agreement at any time, and for reasonable cause, upon ninety (90) days written notice.

14. All notices, approvals, consents and other instruments required or permitted to be given under this Agreement shall be in writing.

15. This Agreement may not be changed, modified or discharged, except in writing, and signed by both parties.

16. This Agreement constitutes the entire understanding between DENTRUST and COUNTY. There are no understandings, representations, or agreements, either oral or written, other than those set forth herein.

17. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance herewith and such provisions shall remain in full force and effect.

18. DENTRUST certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. DENTRUST states that it is not ineligible to receive State or Federal funds due to child support arrearages

19. DENTRUST verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017. DENTRUST further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

20. DENTRUST verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

21. DENTRUST verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it:

- (1) does not boycott energy companies; and
- (2) will not boycott energy companies during the term of the contract.

In this provision:

- (1) "Boycott energy company" has the meaning assigned by Section 809.001.

(2) "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

(3) "Governmental entity" has the meaning assigned by Section 2251.001.

22. In the event any provision of this Agreement is held invalid and illegal, or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event that any provision of this Agreement is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be modified to such extent as shall be necessary for such provision to be enforceable, and it shall be enforced to that extent.

23. This Agreement shall be construed and interpreted according to the laws of the State of Texas.

24. The undersigned represent that they have been authorized by each of the above-referenced parties to execute this Agreement.

IN WITNESS WHEREOF, the officers of the respective parties have signed and sealed this Agreement on the respective dates shown below.

**APPROVED AS TO FORM AND CONTENT:**

**JOHNSON COUNTY:**



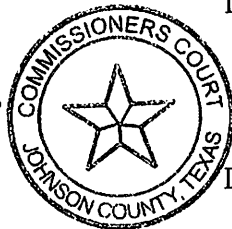
Roger Harmon  
As Johnson County Judge

Date 7-25-22

Attest:

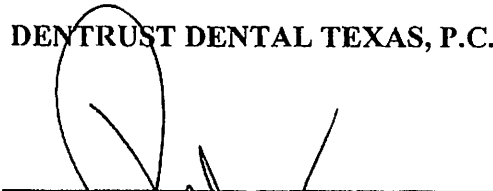


County Clerk, Johnson County



Date 7-25-22

**DENTRUST DENTAL TEXAS, P.C.**



Rishi Bhardwaj  
Title: CEO

Date 7/19/2022

APPENDIX "A"

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix "A" is made part of the Services Agreement (as defined below) by and between DENTRUST DENTAL TEXAS, P.C. ("Covered Entity") and the COUNTY OF JOHNSON ("Business Associate").

WHEREAS, Covered Entity and Business Associate are parties to the Service Agreement pursuant to which Business Associate provides certain services to Covered Entity. In connection with Business Associate's services, Business Associate creates or receives Protected Health Information from or on behalf of Covered Entity, which information is subject to protection under the Federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and related regulations promulgated by the Secretary ("HIPAA Regulations").

WHEREAS, in light of the foregoing and the requirements of the HIPAA Regulations, Business Associate and Covered Entity agree to be bound by the following terms and conditions:

1. Definitions.

- a. General. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.
- b. Specific.
  - i. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
  - ii. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
  - iii. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
  - iv. Required By Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
  - v. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

- vi. Services Agreement. “Services Agreement” shall mean any present or future agreements, either written or oral, between Covered Entity and Business Associate under which Business Associate provides services to Covered Entity which involve the use or disclosure of Protected Health Information.

2. **Obligations and Activities of Business Associate.**

- a. Use and Disclosure. Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by the Services Agreement or as Required by Law.
- b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Services Agreement. Without limiting the generality of the foregoing, Business Associate agrees to protect the integrity and confidentiality of any Protected Health Information it electronically exchanges with Covered Entity.
- c. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Reporting. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the Services Agreement of which it becomes aware.
- e. Agents. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Access to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.





provisions, if any, of the Services Agreement as Covered Entity designates in its sole discretion;

- ii. Immediately terminate: (A) this Agreement; (B) all of the provisions of the Services Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Services Agreement as Covered Entity designates in its sole discretion if Business Associate has breached a material term of this Agreement; or
- iii. If termination is not feasible, Covered Entity shall report the violation to the Secretary.

c. Effect of Termination.

- i. Except as provided in paragraph ii. of this Section 5.c., upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- ii. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. If Covered Entity makes a reasonable determination that returning or destroying the Protected Health Information is feasible, Business Associate shall return or destroy the Protected Health Information in the time and manner designated by Covered Entity.

6. Miscellaneous.

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend the Services Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.
- c. Survival. The respective rights and obligations of Business Associate under Section 5.c. of this Agreement shall survive the termination of the Services Agreement.

- d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
  
- e. Miscellaneous. The terms of this Agreement are hereby incorporated into the Services Agreement. Except as otherwise set forth in Section 6.d. of this Agreement, in the event of a conflict between the terms of this Agreement and the terms of the Services Agreement, the terms of this Agreement shall prevail. The terms of the Services Agreement which are not modified by this Agreement shall remain in full force and effect in accordance with the terms thereof. The Services Agreement together with this Business Associate Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein.

**DENTRUST DENTAL TEXAS, P.C.**
**FEE SCHEDULE**

<u>ADA CODE</u>	<u>DESCRIPTION</u>	<u>FEE</u>
0110	ANNUAL SCREENING	\$ 40.00
0140	PROBLEM FOCUSED	\$ 45.00
0210	FULL MOUTH SERIES	\$ 85.00
0220	PERIAPICAL-FIRST FILM	\$ 25.00
0230	PERIAPICAL-ADDITIONAL FILM	\$ 20.00
0270	BITEWING-SINGLE	\$ 25.00
0272	BITEWING-TWO FILMS	\$ 30.00
0273	BITEWING-THREE FILMS	\$ 35.00
0274	BITEWING-FOUR FILMS	\$ 40.00
1110	ADULT PROPHYLAXIS	\$ 105.00
2140	AMALGAM-PERMANANT-ONE SURFACE	\$ 75.00
2150	AMALGAM-PERMANANT-TWO SURFACE	\$ 105.00
2160	AMALGAM-PERMANANT-THREE SURFACE	\$ 125.00
2161	AMALGAM-PERMANANT-FOUR SURFACE	\$ 145.00
2162	AMALGAM-PERMANANT-FIVE SURFACE	\$ 155.00
2330	COMPOSITE RESIN - ONE SURFACE	\$ 85.00
2331	COMPOSITE RESIN - TWO SURFACE	\$ 95.00
2332	COMPOSITE RESIN - THREE SURFACE	\$ 120.00
2335	COMPOSITE RESIN - FOUR SURFACE OR INCISAL ANGLE	\$ 145.00
2391	RESIN BASED COMPOSITE; ONE SURFACE	\$ 105.00
2392	RESIN BASED COMPOSITE; TWO SURFACES	\$ 130.00
2393	RESIN BASED COMPOSITE; THREE SURFACE	\$ 165.00
2394	RESIN BASED COMPOSITE; FOUR OR MORE SURFACES	\$ 185.00
2920	RECEMENT CROWN	\$ 55.00
2940	SEDATIVE FILLING	\$ 55.00
3110	PULP CAP-DIRECT	\$ 30.00
3120	PULP CAP-INDIRECT	\$ 30.00
3220	VITAL PULPOTOMY	\$ 125.00
4320	PROVISIONAL SPLINTING INTRACORONAL	\$ 155.00
4321	PROVISIONAL SPLINTING EXTRACORONAL	\$ 155.00
4330	OCCLUSAL ADJUSTMENT	\$ 85.00
4331	OCCLUSAL ADJUSTMENT COMPLETE	\$ 165.00
4341	QUADRANT SCALE/ROOTPLANING	\$ 155.00
4342	PERIO SCALING & ROOT PLANNING ONE-THREE	\$ 105.00
7140	EXTRACTION, ERUPTED TOOTH OR EXPOSED	\$ 105.00
7140	EXTRACTION, ERUPTED TOOTH OR EXPOSED #1	\$ 125.00

<u>ADA CODE</u>	<u>DESCRIPTION</u>	<u>FEE</u>
7140	EXTRACTION, ERUPTED TOOTH OR EXPOSED #16	\$ 125.00
7140	EXTRACTION, ERUPTED TOOTH OR EXPOSED #17	\$ 125.00
7140	EXTRACTION, ERUPTED TOOTH OR EXPOSED #32	\$ 125.00
7210	SURGICAL EXTRACTION	\$ 135.00
7210	SURGICAL EXTRACTION #1	\$ 155.00
7210	SURGICAL EXTRACTION #16	\$ 155.00
7210	SURGICAL EXTRACTION #17	\$ 155.00
7210	SURGICAL EXTRACTION #32	\$ 155.00
7220	SOFT TISSUE IMPACTION	\$ 205.00
7230	PARTIAL BONY IMPACTION	\$ 255.00
7240	FULL BONY IMPACTION	\$ 295.00
7250	REMOVAL OF RESIDUAL ROOT TIP	\$ 125.00
7310	ALVEOLOPLASTY WITH EXTRACTIONS	\$ 125.00
7320	ALVEOLOPLASTY WITHOUT EXTRACTIONS	\$ 185.00
7510	INCISION & DRAINAGE INTRAORAL	\$ 195.00
9110	PALLITIVE TREATMENT	\$ 95.00
X010	TRAVEL EXPENSE	\$ 55.00