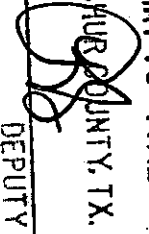


CORRECTIONAL DENTAL
SERVICES AGREEMENT

FILED
TERRI ROSS
COUNTY CLERK
2022 MAY 16 PM 12:49
UPSHUR COUNTY, TX.
BY  DEPUTY

This agreement is made as of this 15th day of May 2022 (Effective Date) and is by and between CORRECTIONAL DENTAL SERVICES, PLLC. (PROVIDER) whose address is 5200 Streamwood Lane, Plano, Texas 75093, and UPSHUR COUNTY on behalf of UPSHUR COUNTY JAIL (FACILITY) which is an agency of the state of TEXAS.

WHEREAS, FACILITY operates a correctional unit located at 405 Titus St. #6, Gilmer, Texas 75644 and:

WHEREAS, FACILITY, from time to time, has a need for dental services for a certain of its inmates in the FACILITY setting (PATIENTS) and

WHEREAS, FACILITY, is experienced and qualified to administer dental services to the FACILITY'S PATIENTS; and

WHEREAS FACILITY and PROVIDER deem it to be in their mutual interest and in the interest of FACILITY'S Patients to enter into an exclusive arrangement under PROVIDER shall provide dental services to FACILITY'S Patients.

THEREFORE, in consideration of the mutual covenants and promises contained herein, intending to be legally bound hereby, it is understood and agreed upon by and between the parties as follows:

1. DUTIES OF PROVIDER

- 1.1 FACILITY hereby engages PROVIDER to provide dental services as may be more fully described on Exhibit B attached hereto and incorporated herein (the "Services") for those Patients of FACILITY as requested by a physician, health services administrator or nurse in good standing on FACILITY'S Medical and Nursing Staffs and duly credentialed by FACILITY (Approved Physician or Approved Nurse). PROVIDER hereby accepts such engagement. These services shall be provided by PROVIDER pursuant to mutually agree upon scheduled times between PROVIDER and FACILITY.
- 1.2 PROVIDER shall provide necessary dental care for FACILITY'S inmates and detainees as its jail one day each month.
- 1.3 PROVIDER will provide appropriate dental treatments based on patient needs at time of presentation to the dentist.

- 1.4 PROVIDER will digitally store dental records in a secure on-line storage facility (server).
- 1.5 PROVIDER shall be responsible for repairs, upkeep, maintenance, and servicing of equipment provided by PROVIDER.
- 1.6 PROVIDER will place all waste products in appropriate receptacles that will then be disposed of by FACILITY.
- 1.7 PROVIDER and Provider's Staff providing Services to FACILITY under the Agreement shall perform all PROVIDER'S duties and obligations set forth herein in accordance with all applicable federal and state laws and regulations.

2. DUTIES OF FACILITY

- 2.1 FACILITY shall provide all medications prescribed by PROVIDER
- 2.2 FACILITY shall provide PROVIDER with sufficient space suitable for the administration of Dental Services. The FACILITY shall transport the Patient to and from such space for treatment if such transportation is required. FACILITY shall provide sufficient space, capable of being locked and adjacent to, or in reasonable proximity to, supplies used by PROVIDER as well as all utilities needed by PROVIDER to administer the Services including but not limited to water, electricity and heat/air conditioning, communications, pharmacy, access to emergency response system and other reasonably necessary support as it provides to other areas and patients throughout the FACILITY. While on duty at the FACILITY, Provider Staff shall be permitted to utilize the restroom, parking and other public facilities and services available to employees of the FACILITY.
- 2.3 FACILITY shall be responsible for repairs, upkeep. Maintenance and servicing of any equipment provided by FACILITY. FACILITY shall not be responsible for repairs or servicing of equipment provided by PROVIDER.
- 2.4 FACILITY shall dispose of all dental waste products including biohazardous waste products.
- 2.5 FACILITY will work collaboratively with PROVIDER in scheduling Services for Patients and providing security while dental services are administered.
- 2.6 FACILITY agrees and acknowledges that PROVIDER is providing the Provider Staff and supplies as set forth herein necessary to provide the Services.
- 2.7 FACILITY shall bill the appropriate State or Federal Entity for Services in accordance with all applicable laws. Rules and regulations and will properly disclose the nature of PROVIDER'S services on cost reports or where otherwise required.
- 2.8 FACILITY will provide broadband internet access to PROVIDER during this contract to facilitate PROVIDER during this contract to facilitate PROVIDER dental services and documentation of inmates.
- 2.9 FACILITY shall perform all FACILITY'S duties and obligations under this Agreement in accordance with all applicable federal and state laws and regulations.

3. INDEPENDENT CONTRACTOR RELATIONSHIP

3.1.1 With Respect to all work, duties, and obligations hereunder, it is mutually understood that:

3.1.2 All Provider Staff are performing Services as independent contractors and not as employees, agents, borrowed servants, joint ventures, or partners of or with FACILITY.

3.1.3 All personal provided by FACILITY are performing services as independent contractors and are not employees, agents, borrowed servants, joint ventures, or partners of or with PROVIDER.

4. REPORTS AND RECORDS

4.1 PROVIDER shall provide all reports and records reasonably agreed upon and required by FACILITY pertaining to the Services rendered to or for Patients in FACILITY. Such reports and records shall become part of the medical record and property of FACILITY. All original dental records with respect to the Services applicable to each Patient shall remain the property of PROVIDER; however, FACILITY shall have online access to dental records that support dental necessity for the Services. PROVIDER agrees to maintain the confidentiality of all Patient records and information in accordance with the applicable state and federal laws and regulations. To the extent permitted by law, the parties agree to provide each other with reasonable access without charge to such books and records in their possession as may be reasonably necessary to carry out the terms, conditions and purposes of this Agreement and to comply with the reasonable requests by other appropriate parties subject to applicable laws regarding patient confidentiality of medical records.

5. FEES AND BILLING

5.1 FACILITY shall pay PROVIDER a minimum daily guarantee of \$1,500.00. PROVIDER shall receive the greater of \$1,500.00 or total fees billed to FACILITY for each day worked.

5.2 FACILITY shall pay PROVIDER in full satisfaction of Services performed hereunder; fees as set forth in Exhibit B.

5.3 PROVIDER shall, on or before the tenth (10th) day of the month, file with FACILITY an accounting record of all Services, if any, performed by PROVIDER for the prior month. On

or before the Forty-fifth (45th) day of the month, FACILITY shall pay to PROVIDER its fees for the Services performed during the preceding month. PROVIDER will not submit a bill to the patient or any other party except FACILITY for Services rendered pursuant to this Agreement.

5.4 If FACILITY fails to pay all amounts when due, PROVIDER shall have the right to terminate this Agreement.

5.5 PROVIDER makes no representation or warranty as to the ability of FACILITY to bill and collect with respect to the Services provided by PROVIDER hereunder. FACILITY shall be solely responsible for acquiring pre-authorization for Services if such pre-authorization is required.

5.6 PROVIDER has not, and does not, in any manner whatsoever, represent that FACILITY will receive reimbursement for the Services. FACILITY agrees that it shall bill for the Services using its own billing and procedures.

6. GENERAL PROVISIONS

6.1 PROVIDER and FACILITY shall each maintain in full force and effect throughout the term of this Agreement, at its own expense, a policy of liability insurance covering it and PROVIDER'S Staff and physicians, respectively, each having a combined single limit of less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate for bodily injury and property damage to insure against any loss, damage or claim arising out of the performance of each party's respective obligations under this Agreement. Each will provide the other with certificates evidencing said insurance, if and as requested. PROVIDER and FACILITY further agree to maintain, for a period of not less than three (3) years following the termination of the Agreement, any insurance required hereunder if underwritten on a claim-made basis.

6.2 THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THREE YEARS FROM ITS EFFECTIVE DATE.

6.2.1 This Agreement may be terminated upon the occurrence of any of the following events:

6.2.1.1 Default. Default permitting termination shall mean the failure by either party to comply with the material provisions of this Agreement after reasonable written notice of non-compliance and a reasonable opportunity of not less than thirty (30) days to cure, or make reasonable attempts to cure, such non-compliance other than monetary covered in Section 5.3; or

6.2.1.2 PROVIDER shall have no obligation to provide Services to correctional Patients of FACILITY after the termination date. Termination of the Agreement shall not release FACILITY from paying PROVIDER any sums, which may then be due and owing to PROVIDER for services rendered prior to the effective date of termination.

- 6.3 The parties expressly agree to comply with all applicable patient information privacy and security regulations set for in the Health Insurance Portability and Accountability ACT ("HIPAA") final regulations for Privacy of Individually Identifiable Health Information by the federal due date for compliance, as amended from time to time (Exhibit A).
- 6.4 This Agreement including any exhibits, schedules or other attachments which are incorporated herein by reference and made a part hereof may not be amended, modified, or shall be binding unless agreed to in a written instrument signed by both parties.
- 6.5 This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all negotiations, prior discussions, agreements or understandings, wherever written or oral, with respect to the subject matter hereof, as of the Effective Date.
- 6.6 If any of the provisions of this Agreement shall be declared invalid or unenforceable under applicable law, said provisions shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining provisions of the Agreement.
- 6.7 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 6.8 All notices pursuant to this Agreement shall be in writing and shall be given by depositing said notices in the United States registered or certified mails, return receipt requested, addressed to the parties hereto at the addresses set forth in this section, or to such other address as may hereafter be specified by any party or parties. All notices given in the manner prescribed in this section shall be deemed properly served upon receipt.
- 6.9 All payments and notices pursuant to this Agreement shall be submitted to the following:

Notice to PROVIDER:

Correctional Dental Services, PLLC

5200 Streamwood Lane

Plano, Texas 75093

Attn: Dr. Richard Ranen

Notice to FACILITY

Upshur County Jail

405 Titus St. #6

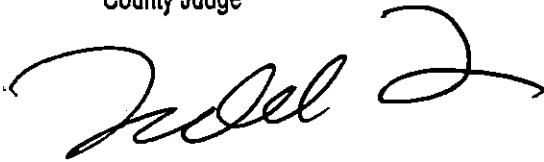
Gilmer, Texas 75644

Attn: Chief Deputy James Grunden

All payments given in the manner prescribed in this section shall be deemed properly served upon receipt.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

County Judge



Todd Tefteller

Title: County Judge

Date: 5-16-2022

PROVIDER



Richard G. Ranen, DDS

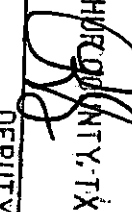
Title: President

Date:

EXHIBIT A

HIPAA Compliance

PROVIDER agrees to keep private and to secure any information provided by the SHERIFF that is considered either Individually Identifiable Health Information (IIHI) by the Health Insurance Portability and Accountability Act of 1996, codified at 42 USC § 1302d through d-8 (HIPAA) privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 CFR Parts 160 and 164, subparts A and E ("Privacy Rule") and 45 CFR Parts 160, 162, and 164 subpart C (¹Security Rule"). PROVIDER agrees to only use and disclose Protected Health Information (PHI) as required to perform the services outlined in this Agreement, which may include the proper management and administration of the operations of FACILITY. PROVIDER will not use or further disclose PHI other than as the use or disclosure of PHI for any reason other than as provided by the Agreement. PROVIDER agrees to promptly notify the SHERIFF of any use or disclosure of PHI not provided for in this Agreement. PROVIDER agrees to promptly notify the SHERIFF of its corrective actions to cure any breaches as soon as possible. PROVIDER understands that the SHERIFF may terminate the Agreement immediately if PROVIDER'S actions are not successful in remedying the breach and the SHERIFF may report the problem to the Secretary of Health and Human Services. PROVIDER shall require any agents or subcontractors who receive PHI to be bound by the same restrictions and conditions outlined in this Agreement. PROVIDER agrees to follow §164.524 (Access of Individuals to PHI), 164.526 (Amendment of PHI) and agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by the SHERIFF available to the Secretary of Health and Human Services or the SHERIFF for purposes of determining the PROVIDER'S compliance with the HIPAA Privacy Regulations. After PROVIDER has completed working with or using PHI provided by the SHERIFF, PROVIDER agrees to return or destroy all PHI if feasible and if not, feasible PROVIDER agrees to continue to protect the PHI from wrongful uses and disclosures. If PROVIDER decides to destroy PHI provided by the SHERIFF under this Agreement, PROVIDER will keep a record of the proper destruction or provide the SHERIFF with notice and certification of proper destruction of PHI.

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