

**CORRECTIONAL DENTAL  
SERVICES AGREEMENT**

THIS AGREEMENT is made as of this 23 day of August, 2010 ("Effective Date") and is by and between **CORRECTIONAL DENTAL SERVICES, PLLC** ("PROVIDER") whose address is 18208 Preston Rd. Suite D9-133, Dallas, Texas 75252 and **WISE County** on behalf of **WISE COUNTY LAW ENFORCEMENT CENTER** ("FACILITY") which is an agency of the State of **TEXAS**.

WHEREAS, FACILITY operates a correctional unit located at 200 Rook Ramsey Dr., Decatur, Texas 76234-3299 and;

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

WHEREAS, PROVIDER is experienced and qualified to administer dental services to 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 which 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.

- 1.01 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, physician assistant, or a 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 agreed upon scheduled times between PROVIDER and FACILITY. In consideration of the resources that PROVIDER must allocate to this Agreement, FACILITY agrees that for the term of this Agreement it shall not contract with or allow any other entity, facility or individual to perform non-emergent dental services for Correctional Patients of FACILITY unless it obtains the prior written consent of PROVIDER.
- 1.02 PROVIDER shall provide necessary and routine dental care for FACILITY'S inmates and detainees at its jail one day each month.
- 1.03 PROVIDER will provide appropriate dental treatments based on patient need at time of presentation to the dentist.



- 1.04 PROVIDER will digitally store dental records in a secure on-line storage facility (server).
- 1.05 PROVIDER shall be responsible for repairs, upkeep, maintenance and servicing of rental equipment provided by PROVIDER pursuant to section 2.01 below.
- 1.06 PROVIDER represents and warrants that all PROVIDER Staff performing Services at FACILITY will have a current competency record including proof of current licensure (if applicable), which information shall be provided to FACILITY upon prior written request in accordance with applicable laws governing such information. PROVIDER also represents and warrants that PROVIDER Staff shall satisfactorily complete training in infection control, safety and bloodborne pathogens, and maintain compliance with FACILITY's Exposure Control Plan prior to commencing services at FACILITY. PROVIDER shall maintain personnel files and documentation regarding the current Hepatitis B vaccination status of Provider Staff. While on duty at the FACILITY, all Provider Staff shall adhere to FACILITY dress code and wear badges if necessary, which identify that they are Provider Staff.
- 1.07 PROVIDER agrees to adhere to FACILITY's ongoing Quality Management Program, which includes the following activities: continuous quality improvement, safety and infection control, and risk management. FACILITY will immediately furnish PROVIDER a copy of its ongoing Quality Management Program upon written request.
- 1.08 PROVIDER will place all waste products in acceptable receptacles that will then be disposed of by FACILITY.
- 1.09 PROVIDER and Provider's Staff providing Services to FACILITY under this Agreement shall perform all PROVIDER's duties and obligations set forth herein in accordance with all applicable federal and state laws and regulations, applicable FACILITY policies, bylaws, rules and regulations as such are communicated to PROVIDER in writing, and the requirements, recommendations and standards of the Joint Commission on Accreditation of Healthcare Organizations (collectively, "JCAHO Standards"), as such JCAHO Standards are reasonably interpreted by FACILITY and communicated to PROVIDER in writing, or other applicable accrediting agency, and those of applicable regulatory agencies.

2. DUTIES OF FACILITY.

- 2.01 FACILITY shall purchase the equipment listed on Exhibit C or rent this equipment from PROVIDER at a cost of \$0.00 per visit to be paid with each monthly billing statement.
- 2.02 FACILITY shall provide all medications prescribed by PROVIDER.
- 2.03 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, the above referenced space, for the storage of equipment and 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. FACILITY shall also provide PROVIDER and all

Patients with maintenance, security, 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, cafeteria facilities, parking and other public facilities and services available to employees of the FACILITY. PROVIDER, its employees, permitted subcontractors and agents, shall have the right to use and access only those FACILITY facilities that are necessary to perform Dental Services and shall have no right to use or access any other facilities of FACILITY not outlined in Section 2.02 of this Agreement.

- 2.04 FACILITY agrees that from time to time equivalent or state of the art supplies and/or equipment may become available. FACILITY shall maintain the equipment it purchases pursuant to Section 2.01 above in proper working order and be responsible for repairs, upkeep, maintenance and servicing of the equipment. FACILITY shall not be responsible for repairs or servicing of rental equipment provided by PROVIDER.
- 2.05 FACILITY shall dispose of all dental waste products including biohazardous waste products.
- 2.06 FACILITY will work collaboratively with PROVIDER in scheduling Services for Patients and providing security while dental services are administered.
- 2.07 FACILITY agrees and acknowledges that PROVIDER is providing the Provider Staff and supplies as set forth herein necessary to provide the Services.
- 2.08 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.
- 2.09 FACILITY will provide broadband internet access to PROVIDER during this contract to facilitate PROVIDER dental services and documentation of inmates.
- 2.10 FACILITY shall perform all FACILITY's duties and obligations under this Agreement in accordance with all applicable federal and state laws and regulations, applicable FACILITY policies, bylaws, rules and regulations and the requirements, recommendations and standards of the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO"), or other applicable accrediting agency, and those of applicable regulatory agencies.

### 3. INDEPENDENT CONTRACTOR RELATIONSHIP.

- 3.01 With respect to all work, duties, and obligations hereunder, it is mutually understood that:
  - 3.01.1 All Provider Staff are performing Services as independent contractors and not as employees, agents, borrowed servants, joint venturers, or partners of or with FACILITY.

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

3.02 PROVIDER agrees to provide competent services and supervision of its employees in a manner consistent with applicable Federal and state laws, regulations, and standards applicable to the provision of Services pursuant to this Agreement including, but not limited to, JCAHO Standards (as reasonably interpreted by FACILITY and communicated to PROVIDER in writing), the Occupational Safety and Health Administration (OSHA); the reasonable policies, rules and regulations of FACILITY as such are previously communicated to PROVIDER in writing; and currently accepted and approved methods and practices generally provided in the community. PROVIDER shall provide administrative and personnel supervision for the performance of the services. Neither FACILITY's Representative nor any other representative of FACILITY shall supervise PROVIDER's employees or agents performing the services; provided, however, FACILITY's representative shall be available to PROVIDER to answer questions and provide necessary information.

#### 4. REPORTS AND RECORDS.

4.01 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. Billing records shall be maintained by both parties as required by the rules and regulations of Medicare and Medicaid, commercial third party payors, including but not limited to, Blue Cross/Blue Shield, other private insurers, HMOs and other health benefit plans. 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

5.01 FACILITY shall pay to PROVIDER in full satisfaction of Services performed hereunder, fees as set forth on Exhibit B. FACILITY shall pay a guaranteed per visit minimum fee of \$1,000.00. Upon renewal of contract, fees may be adjusted to increase based on future increases of the Texas Medicaid Dental Provider fee schedule or the Consumer Price Index (CPI).

5.02 PROVIDER shall, on or before the tenth (10<sup>th</sup>) 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 (45<sup>th</sup>) 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.

- 5.03 If FACILITY fails to pay all amounts when due, PROVIDER shall have the right to terminate this Agreement as provided in Section 6.05.1 herein.
- 5.04 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.
- 5.05 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 practices and procedures.

6. GENERAL PROVISIONS

- 6.01 Neither party shall assign this Agreement in whole or in part without the written consent of the other which shall not be unreasonably withheld, conditioned or delayed. Neither party shall assign any monies, obligations, or entitlements due or to become due to it under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the successors, permitted assigns, heirs, and representatives of FACILITY and PROVIDER. Any attempted assignment of this Agreement in violation of the provisions of this section is void.
- 6.02 The failure of the parties to insist on strict performance of the provisions of this Agreement shall not be construed as a waiver of such provision or of any other default of the same or similar nature.
- 6.03 This Agreement shall remain in full force and effect for **One (1) year** from its Effective Date.

**THIS AGREEMENT CAN BE RENEWED FOR ONE (1) YEAR TERMS AFTER THE INITIAL TERM UNLESS TERMINATED BY EITHER PARTY UPON WRITTEN NOTICE GIVEN TO THE OTHER NOT LESS THAN NINETY (90) DAYS PRIOR TO THE END OF THE THEN CURRENT TERM.**

6.03.1 This Agreement may be terminated as set forth in Section 7.05 above or at any time upon the occurrence of any of the following events:

- 6.03.1.1 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 5.03; or

- 6.03.1.2 Bankruptcy, receivership or dissolution of either party or either party making an assignment for the benefit of creditors.
- 6.03.1.3 Either party may terminate this Agreement without cause or penalty upon ninety (90) days prior written notice after the first year of the Agreement.
- 6.03.2 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.
- 6.04 The parties agree to cooperate with each other in the fulfillment of their respective obligations under the terms of this Agreement and to comply with the requirements of the law and with all applicable ordinances, statutes, regulations, directives, orders, or other lawful enactments or pronouncements of any federal, state, municipal, local or other lawful authority.
- 6.05 Each party acknowledges that in the course of performing the duties contemplated by this Agreement, each party will become privy to various trade secrets and confidential information of the other.
  - 6.05.1 Each party recognizes and acknowledges that, by virtue of entering into this Agreement, PROVIDER and FACILITY may have access to certain information of the other that is confidential and constitutes valuable, special and unique property of the other. Each party acknowledges that the following is a partial listing of the trade secrets of the other: Patient statistical profiles, dialysis, pricing strategies, staffing patterns, treatment methods, and inventory control systems including the reordering of supplies and analysis of their use. Throughout the term of this Agreement and at any time thereafter, each party agrees not to use, or disclose to any person, firm or corporation any information known by the other to be confidential or trade secrets relating to the business of the other or any parent, subsidiary, affiliate or division thereof.
  - 6.05.2 To the extent allowed by the Texas Open Records Act, each party agrees that the other has invested substantial time and effort in assembling and training its present staff of personnel. In addition, as a result of employment by such party such personnel have gained knowledge of the business affairs, marketing, patients and methods of operation of that party which each party agrees are confidential information and trade secrets of the other party. Accordingly, throughout the term of this Agreement and for a period of one (1) year thereafter, the parties will not directly or indirectly induce or solicit (other than by general advertisement for such position or in response to an initiative by an employee responding to such general advertisement) any of the other party's employees to leave their employment with such party.

- 6.06 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).
- 6.07 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.
- 6.08 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, whether written or oral, with respect to the subject matter hereof, as of the Effective Date.
- 6.09 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.
- 6.10 One party’s waiver, expressed or implied, of any default by the other party of any provision of this Agreement is not a waiver of any other default. A party’s waiver of any default shall not affect the right of that party to require performance of the defaulted provision at any future time.
- 6.11 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas.
- 6.12 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.
- 6.13 All payments and notices pursuant to this Agreement shall be submitted to the following:

Notice to PROVIDER:

Correctional Dental Services PLLC  
18208 Preston Rd. Suite D9-133  
Dallas, Texas 75252  
Attn: Dr. Richard Ranen

Notice to FACILITY:

Wise County Detention Facility  
200 Rook Ramsey Drive  
Decatur, Texas 76234-3299

Attn: Sheriff David Walker

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

- 6.14 The headings contained herein are for convenience of reference only and are not intended to define, describe, limit or expand the scope or intent of any provision of this Agreement.
- 6.15 This Agreement may be executed in more than one counterpart, and each executed counterpart shall be considered as the original, all of which together shall constitute only one (1) Agreement.
- 6.16 The existence and the terms of this Agreement are confidential. Except as authorized by the other party, as required by law or as necessary to implement or enforce the provision hereof, neither party will, during the term of this Agreement or thereafter, disclose to any person or entity the existence of or any of the terms of this Agreement.
- 6.17 Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct him/her or itself in such a manner as to violate any Federal or state physician self-referral or anti-kickback laws.
- 6.18 If either party reasonably determines, following the written advice of legal counsel, that a modification of this Agreement is necessary to cause such party to be in compliance with state or Federal law, or the requirements of an accrediting or regulatory agency, or if there is a future change in Medicare, Medicaid or other Federal or state statutes or regulations or in the interpretation thereof, which renders any of the material terms of this Agreement unlawful or unenforceable, this Agreement shall continue and either party shall have the right to initiate, in writing, good faith negotiations as necessary to amend this Agreement and bring the Agreement into compliance with such statute or regulation. If the parties cannot agree upon a mutually satisfactory amendment within sixty (60) days of either party's written initiation of negotiations, either party may at such time immediately terminate this Agreement upon written notice.
- 6.19 PROVIDER shall not be liable nor deemed in default, for any delay or failure to perform any of its duties or obligations under this Agreement or for any other interruption of Services, resulting directly or indirectly from any acts of God, civil or military authority, acts of a public enemy, war, terrorism, civil disobedience, riots, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions by its employees or independent contractors or any similar cause beyond its reasonable control. Notwithstanding the foregoing, PROVIDER, at all times, shall use commercially reasonable efforts to perform its duties and obligations under this Agreement.
- 6.20 All proprietary information provided by PROVIDER pursuant to Section 1.05 and all subsequent enhancements or refinements of such information (even if based upon information provided by PROVIDER in the course of performing its responsibilities hereunder) shall remain the sole property of PROVIDER (Reference Section 4.01 above).

- 6.21 In consideration of the resources that PROVIDER must allocate to this Agreement, FACILITY agrees that for the term of this Agreement it shall not contract with or allow any other entity, facility or individual to perform non-emergent dental services for Correctional Patients of FACILITY unless it obtains the prior written consent of PROVIDER.
- 6.22 The provisions of Articles 3, 4, and 5 and of Sections 6.02, 6.03, 6.05.2, 6.07, 6.12, 6.13, 6.17, and 6.19 shall survive any termination or expiration of this Agreement.

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

FACILITY

By: Bill McElhenny  
BILL McELHENNY

Title: County Judge

Date: 08/23/10

PROVIDER

By: Richard G. Ranen  
Richard G. Ranen

Title: President

Date: 09/21/2010

*Bmt*

## EXHIBIT A

### **HIPAA Compliance**

PROVIDER agrees to keep private and to secure any information provided by FACILITY that is considered either Individually Identifiable Health Information (IIHI) by the Health Insurance Portability and Accountability Act of 1996, codified at 42 USC § 1320d 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 ("Security 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 Agreement and PROVIDER may provide data aggregation services to the health care operations of FACILITY. PROVIDER will not use or further disclose PHI other than as permitted under this Agreement and PROVIDER will use appropriate safeguards to prevent the use or disclosure of PHI for any reason other than as provided by the Agreement. PROVIDER agrees to promptly notify FACILITY of any use or disclosure of PHI not provided for in this Agreement. PROVIDER agrees to notify FACILITY of its corrective actions to cure any breaches as soon as possible. PROVIDER understands that FACILITY may terminate this Agreement immediately if PROVIDER's actions are not successful in remedying the breach and FACILITY 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 164.528 (Accounting of Disclosures of PHI) of the HIPAA Privacy Regulations. PROVIDER agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by FACILITY available to the Secretary of Health and Human Services or FACILITY for purposes of determining the PROVIDER's compliance with the HIPAA Privacy Regulations. After PROVIDER has completed working with or using PHI provided by FACILITY, 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 FACILITY under this Agreement, PROVIDER will keep a record of the proper destruction or provide FACILITY with notice and certification of proper destruction of PHI.

## EXHIBIT C

The following Exhibit sets forth such equipment to be provided by **FACILITY** pursuant to Section 2.01 hereunder:

1. *STATIM 2000*<sup>TM</sup> Dental Autoclave
2. *DNTLworks*<sup>TM</sup> Basic aluminum patient chair with hydraulic base
3. *DNTLworks*<sup>TM</sup> Soft-sided carrying case for patient chair

**END**

**Exhibit B**  
**Dental Fee Schedule**

The Following list sets forth a description and schedule of charges for Services to be provided by PROVIDER:

Code	Description	Fee
<b>Diagnostic</b>		
D0140	Limited Oral Evaluation Problem Focused*	\$32.57
D0220	Intraoral Peripical First Film*	\$16.79
D0230	Intraoral Peripical Additional Film	\$11.74
D0270	Bitewing Single Film	\$5.00
<b>Restorative</b>		
D2140	Amalgam One Surface (Permanent)	\$65.72
D2150	Amalgam Two Surface (Permanent)	\$87.46
D2160	Amalgam Three Surface (Permanent)	\$111.42
D2161	Amalgam Four or More Surfaces (Permanent)	\$60.04
D2330	Resin Composite One Surface Anterior	\$79.34
D2331	Resin Composite Two Surfaces Anterior	\$105.14
D2332	Resin Composite Three Surfaces Anterior	\$137.28
D2335	Resin Composite Four or More Surfaces Anterior	\$137.28
D2391	Resin Composite One Surface Posterior (Permanent)	\$84.08
D2392	Resin Composite Two Surfaces Posterior (Permanent)	\$110.20
D2393	Resin Composite Three Surfaces Posterior (Permanent)	\$101.18
D2394	Resin Composite Four or More Surfaces Posterior (Permanent)	\$75.06
D2920	Recement Crown	\$20.00
D2940	Sedative Filling	\$36.58
<b>Endodontics</b>		
D3110	Pulp Cap Direct	\$16.25
D3120	Pulp Cap Indirect	\$30.00
D3220	Therapeutic Pulpotomy*	\$94.33
<b>Periodontics</b>		
D4341	Perio Scaling Root Planning 4+ Teeth Per Quad	\$56.25
D4342	Perio Scaling Root Planning 1-3 Teeth Per Quad	\$56.25
<b>Prosthodontics</b>		
D5410	Adjust Complete Denture Maxillary	\$18.75
D5411	Adjust Complete Denture Mandibular	\$18.75
D5421	Adjust Partial Denture Maxillary	\$18.75
D5422	Adjust Partial Denture Mandibular	\$18.75
<b>Oral &amp; Maxillofacial Surgery</b>		
D7140	Extraction Erupted Tooth/Exposed Root*	\$74.88
D7210	Surgical Removal Erupted Tooth*	\$119.28
D7250	Surgical Removal of Residual Tooth Roots	\$118.54
D7510	Incision & Drainage Of Abscess - Intraoral Soft Tissue	\$90.64
<b>Adjunctive General Services</b>		
D9110	Emergency Treatment/Palliative	\$38.75
D9430	Office Visit For Observation	\$0.00
ZCA022	Patient Refusal	\$0.00
ZCA023	After Hours Call	\$0.00

\* Indicates the most commonly performed procedures.

*BME*