



BURNET COUNTY COMMISSIONERS COURT

Jim Luther, Jr
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

An agenda packet containing detailed information on the items listed below is distributed to the County Judge, Commissioners, and County Clerk the Friday preceding the meeting. The agenda packet is also posted on the county website at www.burnetcountytexas.org, under Public Meetings. A hard copy of the agenda packet is available in the County Clerk's office. Our Mission Statement: The mission of Burnet County is to maintain overall efficient and effective management of county resources while providing the services mandated by state and federal law and desired by the citizens of Burnet County.

REGULAR MEETING DATE: Friday JUNE 28, 2024

MEETING TIME: 9:00 a.m.

MEETING PLACE: 2nd Floor Courtroom located at 220 S. Pierce, Burnet, Texas

1. Call to Order
2. Invocation and Pledge of Allegiance to the Flags
3. Public Comments - Pursuant to Texas Government Code 551.007 (b), any person may make comment on any item appearing on the agenda. Any comments made will not be addressed by the Commissioners Court during the Public Comments agenda item. Public Comments are limited to three (3) minutes per person.
4. Presentation of a Proclamation recognizing July 2024 as First Responders Month (Oakley)

Attachments
First Responders
5. Discussion and/or action regarding the approval and signing of the resolution to adopt the FEMA-approved Burnet County Multi-Jurisdiction Hazard Mitigation Plan and appointing the County Judge as the Chief Executive Officer and authorized representative to act in all matters with the Hazard Mitigation Plan (Oakley)

Attachments
HMP Resolution
6. Discussion and/or action regarding authorization for Burnet County Precinct 4 Constable, Missy Bindseil, to utilize county equipment in association with First Responders Night at the Marble Falls Rodeo to benefit all citizens of Burnet County and serving a public purpose (Dockery)
7. Discussion and/or action regarding the approval of Road and Bridge Pct. 4 to purchase a 22 1/2 ton tag a long pacer special trailer (Dockery)

Attachments
Trail Boss Trailer
8. Discussion and/or action concerning the FY25 cost allocation with the Burnet Central Appraisal District (Oakley)

Attachments
Appraisal District Report

9. Discussion and/or action concerning a replat of lot 33, Burnet Oaks Estates, to reflect an order canceling a portion of lot 33, Burnet Oaks Estates, to be known as lot 33-A, Burnet Oaks Estates (Oakley)
10. Discussion and/or action regarding pursuant to Texas Local Government Code 232.008 concerning a public hearing and order concerning the cancelation of a 0.0367 acre portion of lot 33, Burnet Oaks Estates to settle a property dispute (Beierle)
11. Discussion and/or action concerning a replat of lot 4, Crawford Subdivision, Phase 2, to be known as lots 4-A and 4-B, Crawford Subdivision, splitting one lot into two (Beierle)
12. Discussion and/or action concerning the replat of Common Area One and Communication Tower, Big Creek Ranch, Phase 1, to be known as Common Area 1A and Communication Tower 1, to reflect the change in the Communication Tower tract boundary and the entry easement into said tract (Luther)
13. Discussion and/or action concerning the replat of lots 1055-1057, Sherwood Shores III-B to be known as lot 1056A, Sherwood Shores III-B, a combination of three lots into one (Luther)
14. Discussion and/or action concerning the replat of lots 157A, 154, and 155, Enchanted Valley, Sec. 1, to be known as lot 154A, Enchanted Valley, Sec. 1, a combination of three lots into one (Luther)
15. Discussion and/or action concerning the replat of lot 9A, Log Country Cove, Unit 2, to be known as lots 9B and 9C, Log Country Cove, Unit 2, splitting one lot into two (Luther)
16. Discussion and/or action concerning the release of the maintenance portion of Cash Bond #CB-21-9-28, in the amount of \$28,928.42, for SLM Ranch Subdivision (Luther)
17. Discussion and/or action concerning the replat of lots 124 and 125, Windermere Oaks, to be known as lot 124-A, Windermere Oaks, a combination of two lots into one (Dockery)
18. Discussion and/or action concerning a replat of lots 364 and 365, Whitewater Springs, Sec. 3, to be known as lot 364-A, Whitewater Springs, Sec. 3, a combination of two lots into one (Wall)
19. **Executive Session.** Discussion with Burnet County Commissioner's Court and the County Civil Attorney(s) and/or the County Attorney in accordance with Texas Government Codes 551.071. The Commissioners Court reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters as authorized by the Texas Government Code including, but not limited to, Sections: 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues), 551.0725 (Contracts being negotiated).
20. Reconvene in Open Session.
21. Discussion and/or action regarding items discussed in Executive Session.
22. Discussion and/or action regarding Department Updates:
23. Acknowledgment of Receipt:
 - a. MIS Summary

24. Discussion and/or action regarding contracts, agreements or grants to be approved and/or ratified:
- a. Agreement with Tyler Technologies for an Accounts Receivable package that interfaces with Incode 10/ERP Pro. The cost is a one-time \$1,990.00 for Professional Services and a yearly fee of \$3,891.00. The total \$5,881.00
 - b. Professional Agreement with Texas Mobile Dentists, Inc. for on-site dental services at the Burnet County Jail
 - c. Renewal of the maintenance agreements with price increases from The Brandt Co. for services at the Courthouse and Burnet County Jail
 - d. Amendment to the agreement with Aramark for food service at the Burnet County Jail
 - e. Interlocal Agreement with Bexar County Jail for Jail services
 - f. Acceptance of a Work Order with DIJ Construction for CR 421 +/- 0.6 mile

Attachments

Tyler Accts Receivable

Mobile dentist

Brandt Co

Bexar Cty Jail

DIJ Work order

25. Discussion and/or action concerning calling for Bids and Bid openings, request for proposals/qualifications and related openings:
26. The following items are part of the Consent Agenda and require no deliberation by the Commissioner's Court. Any item from this agenda may be considered separately:
- a. Consideration and approval of any pending personnel issues within the policy.
 - b. Consideration and approval concerning budget amendments.
 - c. Consideration and approval concerning budget line item transfers.
 - d. Consideration and authorization of payment of claims previously approved by the County Auditor.
 - e. Acceptance of reports of County Officials as required by LGC 115.02 previously examined by the County Auditor
 - f. Consideration and approval regarding Departmental equipment requests and/or property transfers.
 - g. Correspondence.
27. Discussion regarding any previous agenda items.
28. Calendar Review.
29. Adjournment

The Commissioners' Court reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters as authorized by the Texas Government Code including, but not limited to, Sections: 551.071 (Consultation with Attorney) 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations) Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues). Compliance with the Americans with Disabilities Act, Burnet County will provide for reasonable accommodations for persons attending Commissioners' Court. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Ms. Stephanie McCormick, Commissioners' Court Coordinator, at (512) 715-5276. Please note, the location of the meeting is subject to change based upon availability of the Courtroom. If meeting location is changed, notice at the above meeting location shall be posted to ensure public access to meeting is granted.

Posted by 5:00 o'clock P.M. on the 24th day of June 2024
COMMISSIONERS COURT, BURNET COUNTY, TEXAS

CLERK OF THE COURT

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

4.

Meeting Date: 06/28/2024

Subject

Presentation of a Proclamation recognizing July 2024 as First Responders Month (Oakley)

Attachments

First Responders



FIRST RESPONDERS MONTH PROCLAMATION

WHEREAS, individuals, both career and volunteer, from 9-1-1 Dispatchers, law enforcement, fire, emergency medical services, search and rescue, and other organizations in the public safety sector, come together as first responders to protect and aid the public in the event of an emergency; and

WHEREAS, everyday first responders risk their own safety in the performance of their duties to protect our citizens; and

WHEREAS, first responders are our first and best defense against all emergencies that threaten our communities; and

WHEREAS, first responders are ready to aid the people of Burnet County 24 hours a day, seven days a week; and

WHEREAS, first responders are highly trained, specialized workers who contribute their excellent skills for the public good and often for no pay; and

WHEREAS, the members of first responder organizations undergo significant education, training, and personal sacrifice in order to achieve the expertise required to respond to emergency situations; and

WHEREAS, first responders are a vital party of every Burnet County community to maintain safety and order in times of crisis, and volunteer in our communities;

WHEREAS, the Court encourages our citizens to thank, encourage and support our full time, and volunteer first responders. Make their job easier by making sure your house number is highly visible on the entry to your fence or gate. Make sure they have your gate or lock code if you are out of town, and report any suspicious activity or potential danger.

THEREFORE, Burnet County Commissioner's Court in partnership with The Hill Country 100 Club, would like to recognize all of the brave men and women in Burnet County that serve our Community as first responders, and do hereby recognize the month of July 2024, as FIRST RESPONDERS MONTH in Burnet County. We call this observance to the attention of all our citizens.

Judge James Oakley

Jim Luther, Jr. Pct. #1

Damon Beierle, Pct. #2

Billy Wall, Pct. #3

Joe Don Dockery, Pct. #4

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

5.

Meeting Date: 06/28/2024

Subject

Discussion and/or action regarding the approval and signing of the resolution to adopt the FEMA-approved Burnet County Multi-Jurisdiction Hazard Mitigation Plan and appointing the County Judge as the Chief Executive Officer and authorized representative to act in all matters with the Hazard Mitigation Plan (Oakley)

Attachments

HMP Resolution

RESOLUTION

A RESOLUTION OF BURNET COUNTY TEXAS, ADOPTING THE FEMA APPROVED BURNET COUNTY, TEXAS MULTI-JURISDICTION HAZARD MITIGATION PLAN AND APPOINTING THE COUNTY JUDGE AS THE CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE TO ACT IN ALL MATTERS IN CONNECTION WITH THEIR PORTION OF THE HAZARD MITIGATION PLAN.

WHEREAS, Burnet County recognizes the threat that natural hazards pose to people and property within the County; and

WHEREAS, Burnet County has created a county-wide Hazard Mitigation Plan for itself and its participants which is in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the Burnet County, Texas Multi-Jurisdiction Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the plan from impacts of future hazards and disasters; and

WHEREAS, adoption by the Commissioners Court demonstrates our commitment to hazard mitigation and achieving the goals outlined in the Plan; and

WHEREAS, the adoption of this plan will make Burnet County eligible to apply for current open and future Hazard Mitigation Grants; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF BURNET COUNTY:

Section 1. That Burnet County adopt the FEMA approved Burnet County, Texas Multi-Jurisdiction Hazard Mitigation Plan.

Section 2. That the County Judge be appointed the Chief Executive Officer and Authorized Representative to act on behalf of Burnet County in all matters in connection with their portion of the Burnet County Multi-Jurisdiction Hazard Mitigation Plan.

PASSED AND APPROVED ON Friday, June 28, 2024.

James Oakley
County Judge

Jim Luther
Commissioner, Precinct One

Billy Wall
Commissioner, Precinct Three

Damon Beierle
Commissioner, Precinct Two

Joe Don Dockery
Commissioner, Precinct Four

ATTEST:

Vicinta Stafford, County Clerk

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
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Precinct 4

Regular Session

7.

Meeting Date: 06/28/2024

Subject

Discussion and/or action regarding the approval of Road and Bridge Pct. 4 to purchase a 22 1/2 ton tag a long pacer special trailer (Dockery)

Attachments

Trail Boss Trailer



15722 US HWY 45 • MACON, MS 39341
PH (662) 726-5666 • FAX (662) 726-5815
(800) 345-2452 • www.trailboss.com

June 10, 2024

Ricky Bindseil
Burnet County Pct 4 Road & Bridge
220 South Pierce Street
Burnet, TX 78611

SPECIFICATIONS FOR 22 1/2-TON TAG-A-LONG (PAVER SPECIAL)

FRAMEWORK:

Main Frame: 14" I-Beam 30# per ft.
Cross Members: 4" I-Beam 7.7# per ft. w/gussets (pierced thru main frame)
Side Rails: 8" channel 11.5# per ft.
Head Rail: 8"

UNDERCARRIAGE:

Tandem 22,500# oil bath axles
12 1/4" x 7 1/2" brakes, both axles
8-hole Budd wheels (8) Unimount
9700 Hutch Suspension
235/75R17.5 16-ply radial tires (8)
Air brakes (Spring/Maxi brakes on rear axle)

DIMENSIONS:

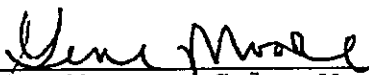
Bed Length 28' including 6' dove tail
Overall Width 8 1/2' Height 35 3/4" (unloaded)
11' hydraulically operated folding ramps (self-contained electric/hydraulic)
5' tongue with locking lid

MISCELLANEOUS SPECIFICATIONS:

Adjustable 3" pintle ring, 60,000#
High tensile safety chains
Twin 2-speed jacks
DOT sealed beam lights (LED)
Mud flaps
Protected wiring system
Stake pockets and D-rings along each side
2" hardwood decking
Ramps: 3' wide each
Color: Industrial Yellow (options available)
Other options available
All specifications and prices are subject to change without notice.

BID PRICE: \$37,500.00 FOB Burnet, TX
customer responsible for unloading

Bid submitted by:


Gene Moore - Sales Manager

BUILDING QUALITY SINCE 1984

Burnet County Commissioners Court

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Regular Session

8.

Meeting Date: 06/28/2024

Subject

Discussion and/or action concerning the FY25 cost allocation with the Burnet Central Appraisal District (Oakley)

Attachments

Appraisal District Report

BURNET CENTRAL APPRAISAL DISTRICT

P. O. BOX 908 / 223 SOUTH PIERCE

BURNET, TEXAS 78611

PHONE (512) 756-8291

FAX (512) 756-7873

June 13, 2024

Presiding Officer of the Governing Body
Burnet County
220 South Pierce
Burnet, TX 78611

Dear Presiding Officer:

In order to assist you with your budgetary process, the following items are enclosed for your review.

1. BCAD 2025 Proposed Budget
2. Proposed Salaries & Benefits

Estimated Allocation Amount: \$716,495.49

The allocation amount is an estimate for budget formation purposes. The actual amount will be based on the 2024 percentage-of-levy method. However, changes in your budget or changes in the budgets of other entities will impact the final amounts.

If you need additional information, please let me know.

Sincerely,


Stan Hemphill
Chief Appraiser

BURNET CENTRAL APPRAISAL DISTRICT 2025 PROPOSED BUDGET

WAGES:	APPRAISAL	COLLECTION	TOTAL
Salaries	\$ 1,045,400.00	\$ 254,600.00	\$ 1,300,000.00
Vehicle compensation	\$ 15,000.00	\$ -	\$ 15,000.00
Appraisal Review Board	\$ 85,000.00	\$ -	\$ 85,000.00
Tax Payer Liason	\$ -	\$ -	\$ -
Total	\$ 1,145,400.00	\$ 254,600.00	\$ 1,400,000.00
BENEFITS:			
Employee Health / Life	\$ 247,496.00	\$ 82,504.00	\$ 330,000.00
Disability	\$ -	\$ -	\$ -
Retirement	\$ 156,521.00	\$ 37,579.00	\$ 194,100.00
Unemployment Compensation	\$ 2,980.00	\$ 1,064.00	\$ 4,044.00
Social Security	\$ 79,973.00	\$ 19,477.00	\$ 99,450.00
Workers Compensation	\$ 4,908.00	\$ 698.00	\$ 5,606.00
Total	\$ 491,878.00	\$ 141,322.00	\$ 633,200.00
Building Operating Expense:			
Janitorial	\$ 14,250.00	\$ 4,750.00	\$ 19,000.00
Pest Control	\$ 1,000.00	\$ -	\$ 1,000.00
Telephone	\$ 15,250.00	\$ 4,750.00	\$ 20,000.00
Utilities	\$ 12,750.00	\$ 4,250.00	\$ 17,000.00
Building Maintenance	\$ 21,500.00	\$ 2,500.00	\$ 24,000.00
Total	\$ 64,750.00	\$ 16,250.00	\$ 81,000.00
SUPPLIES:			
Computer	\$ 5,625.00	\$ 1,875.00	\$ 7,500.00
Janitorial	\$ 2,250.00	\$ 750.00	\$ 3,000.00
Appraisal	\$ 600.00	\$ -	\$ 600.00
Total	\$ 8,475.00	\$ 2,625.00	\$ 11,100.00
PROFESSIONAL:			
IT	\$ 45,000.00	\$ -	\$ 45,000.00
Electronic Communication HB 1228	\$ 7,000.00	\$ -	\$ 7,000.00
Homestead Review SB 1801	\$ 33,695.00	\$ -	\$ 33,695.00
Just Appraised	\$ 28,980.00	\$ -	\$ 28,980.00
Carahsoft/Transunion	\$ 10,000.00	\$ -	\$ 10,000.00
Security	\$ 14,400.00	\$ -	\$ 14,400.00
Premium Only Plan Fee	\$ 485.00	\$ -	\$ 485.00
Audit	\$ 13,000.00	\$ -	\$ 13,000.00
Legal Fees / Litigation / Arbitration	\$ 50,000.00	\$ -	\$ 50,000.00

BURNET CENTRAL APPRAISAL DISTRICT 2025 PROPOSED BUDGET

Registration Fees	\$	3,845.00	\$	-	\$	3,845.00
Certification / Recertification Expense	\$	29,000.00	\$	-	\$	29,000.00
Training	\$	3,000.00	\$	-	\$	3,000.00
Capitol Appraisal	\$	14,535.00	\$	-	\$	14,535.00
Lexis/Nexis	\$	3,300.00	\$	-	\$	3,300.00
Mapping services	\$	37,070.00	\$	-	\$	37,070.00
Aireal Maps / Change Finder Pictometry	\$	49,500.00	\$	-	\$	49,500.00
Total	\$	342,810.00	\$	-	\$	342,810.00
MAINTENANCE CONTRACTS:						
Quick Books	\$	1,125.00	\$	375.00	\$	1,500.00
Copier	\$	2,000.00	\$	-	\$	2,000.00
Hardware & Software	\$	130,254.00	\$	29,746.00	\$	160,000.00
Fax Machine	\$	-	\$	-	\$	-
Total	\$	133,379.00	\$	30,121.00	\$	163,500.00
VEHICLES:						
Mileage	\$	17,000.00	\$	-	\$	17,000.00
Total	\$	17,000.00	\$	-	\$	17,000.00
INSURANCE:						
Building, Contents, Equip., & Pub Liab.	\$	6,900.00	\$	-	\$	6,900.00
Fidelity Bond / Crime Policy	\$	-	\$	300.00	\$	300.00
Liability / Employee Vehicle Use	\$	300.00	\$	-	\$	300.00
Total	\$	7,200.00	\$	300.00	\$	7,500.00
LEASES:						
Marble Falls Office	\$	5,000.00	\$	18,000.00	\$	23,000.00
Postage Meter / Machine/ Maintenance	\$	1,650.00	\$	550.00	\$	2,200.00
Copiers	\$	2,700.00	\$	-	\$	2,700.00
Total	\$	9,350.00	\$	18,550.00	\$	27,900.00
OPERATIONS:						
Postage	\$	35,000.00	\$	15,000.00	\$	50,000.00
Postage Office Box Fee	\$	450.00	\$	-	\$	450.00
BPP Renditions	\$	3,000.00	\$	-	\$	3,000.00
Printing	\$	1,050.00	\$	250.00	\$	1,300.00
Deed Records	\$	500.00	\$	1,500.00	\$	2,000.00

BURNET CENTRAL APPRAISAL DISTRICT 2025 PROPOSED BUDGET

Publications	\$ 2,500.00	\$ -	\$ 2,500.00
Office Supplies	\$ 6,750.00	\$ 2,250.00	\$ 9,000.00
Breakroom Supplies	\$ 2,400.00	\$ 600.00	\$ 3,000.00
Miscellaneous/Contingency	\$ 24,000.00	\$ 1,000.00	\$ 25,000.00
Furniture and Equipment	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00
Tax Statement Processing	\$ -	\$ 40,000.00	\$ 40,000.00
Required Public Notices	\$ 3,500.00	\$ -	\$ 3,500.00
Appraisal Notice Processing	\$ 38,000.00	\$ -	\$ 38,000.00
Miscellaneous Software	\$ 400.00	\$ 2,400.00	\$ 2,800.00
Employee Morale/Recognitions	\$ 5,000.00	\$ -	\$ 5,000.00
Total	\$ 137,550.00	\$ 78,000.00	\$ 215,550.00
CAPITAL EXPENDITURES:			
Computer-Server	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -
TOTAL BUDGET	\$ 2,357,792.00	\$ 541,768.00	\$ 2,899,560.00

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

24.

Meeting Date: 06/28/2024

Subject

Discussion and/or action regarding contracts, agreements or grants to be approved and/or ratified:

- a. Agreement with Tyler Technologies for an Accounts Receivable package that interfaces with Incode 10/ERP Pro. The cost is a one-time \$1,990.00 for Professional Services and a yearly fee of \$3,891.00. The total \$5,881.00
 - b. Professional Agreement with Texas Mobile Dentists, Inc. for on-site dental services at the Burnet County Jail
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 - f. Acceptance of a Work Order with DIJ Construction for CR 421 +/- 0.6 mile
-

Attachments

Tyler Accts Receivable
Mobile dentist
Brandt Co
Bexar Cty Jail
DIJ Work order

**Sales Quotation For:**

Burnet County
220 S Pierce St
Burnet TX 78611-2200
Karin Smith
+1 (512) 756-5466
ksmith@burnetcountytexas.org

Quoted BY	Robin Reeves
Quote Expiration	12/11/24
Quote Name	Misc. Accounts Receivable

Tyler Annual Software – SaaS	
Description	Annual
ERP Pro	
ERP Pro 10 Financial Management Suite	
Accounts Receivable	\$ 3,891
TOTAL:	\$ 3,891

Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Financial Management Suite		
Professional Services	12	\$ 1,740

Services		
Description	Hours/Units	Extended Price
Other Services		
Project Management	1	\$ 250
TOTAL:		\$ 1,990

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 3,891
Total Tyler Services	\$ 1,990	
Summary Total	\$ 1,990	\$ 3,891
Contract Total	\$ 5,881	

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:	_____	Date:	_____
Print Name:	_____	P.O.#:	_____

BETWEEN
Burnet County
AND
TEXAS MOBILE DENTISTS, INC. d/b/a ENABLE DENTAL
FOR
ON-SITE DENTAL SERVICES
At the Burnet County Jail Facility

STATE OF TEXAS §
 §
COUNTY OF Burnet §

**PROFESSIONAL SERVICES AGREEMENT
FOR ON-SITE DENTAL SERVICES**

This Agreement is entered into by the following Parties: Burnet County, a corporate and political subdivision of the State of Texas, ("County") and Texas Mobile Dentists, Inc. d/b/a Enable Dental , ("Enable Dental" of "Contractor").

WHEREAS, County desires to obtain the services of a qualified contractor to provide on-site dental services for the County at the Burnet County Jail facility and;

WHEREAS, Contractor has the professional ability and expertise, and any necessary professional degrees, licenses, and certifications to provide these services;

NOW, THEREFORE, County and Contractor agree as follows:

- **DEFINITIONS**

In this Agreement,

- “Commissioners Court” means Burnet County Commissioners Court.
- “Contractor” means, Enable Dental.
- “County Auditor” means, Burnet County Auditor.
- “Director” means, Jail Captain at the Burnet County Jail, Captain Matt Kimbler or his successor working at all times under the authority of the Burnet County Sheriff.
- “Fiscal Year” means the County fiscal year, currently that period beginning on October 1 of one year and continuing through September 30 of the following year.
- “Key Contracting Person” means any person or business listed in Exhibit 1 to Attachment D of this Agreement and marked as the Ethics Sworn Declaration.
- “Parties” mean Burnet County, Texas and Contractor.
- “Purchasing Agent” means Burnet County Purchasing Agent, Karin Smith, or her successor.
- **EMPLOYMENT OF CONTRACTOR**
 - The Purchasing Agent acts as County’s overall agreement administrator. The Purchasing Agent may designate representative to transmit and receive information.
 - Authority. The Director or designee will act on behalf of County with respect to the work to be performed under this Agreement. The Director shall have complete authority to interpret and define in writing County’s policies and decisions with respect to Contractor’s services. The Director may designate representatives to transmit instructions and receive information. The Director shall perform these actions under the guidance of the Burnet County Sheriff.
- **TERM**
 - Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all Parties and shall continue through September 30, 2025, unless sooner terminated as provided herein.
 - Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement shall automatically renew October 1, hereafter for four (4)

consecutive twelve (12) month terms ending on September 30, 2029, unless sooner terminated by either Party as provided herein.

- Termination. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice.

- **CONTRACTOR'S RESPONSIBILITIES**

- Scope of Services. Contractor shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.
- Ethical Standards. Contractor shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and Contractor's best professional judgment. Contractor shall use at least that standard of care which a reasonably prudent professional in Travis County, Texas would use in similar circumstances.
- Professional Qualifications. At all times during the term of this Agreement, Contractor's personnel performing services under this Agreement shall maintain in good standing their professional licenses, certifications, and accreditations applicable to services. Contractor shall provide Director documentation that the provider's license is in good standing with the licensing entity. Contractor shall perform all acts reasonably necessary to maintain and improve its professional competence and training. Contractor shall notify County within two (2) working days if any adverse action related to its professional license or accreditations occurs.
- Subcontracting. Except as otherwise specifically provided herein, Contractor is prohibited from hiring or subcontracting with any other person to perform any of Contractor's obligations under this Agreement. 1099 Providers functioning on behalf of Enable Dental shall be specifically excluded from this limitation.
- Civil Rights and Equal Opportunity in Employment. Contractor agrees, during the performance of the services under this Agreement, that Contractor shall provide all services and activities required in a manner that complies with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933], and all other federal and state laws, rules, regulations, and orders pertaining to equal opportunity in employment, as if Contractor were an entity bound to comply with these laws. Contractor shall not discriminate against any applicant for employment, employee, or other person on the basis of race, color, religion, sexual orientation, gender identity/expression, age, national origin or handicapped condition and shall provide reasonable accommodations for disabilities as required by the Americans with Disabilities Act as amended. In accordance with Title VI of the Civil Rights Act of 1964.

- Compliance with Regulations: Contractor shall comply with the requirements relative to nondiscrimination in Federally Assisted programs, including but not limited to Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.), and 49 CFR Part 21, both as explained in Federal Transit Administration (FTA) Circular 4702.1B, as they may be amended (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- Nondiscrimination: Regarding the work performed by Contractor under this Agreement, it shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Seller shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 in 49 CFR Part 21, including employment practices.
- Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- Sanctions for Noncompliance: If Contractor does not comply with the nondiscrimination provisions of this Agreement, County shall impose sanctions including, but not limited to, withholding of payments to Contractor under the Agreement until Contractor complies, or until cancellation, termination or suspension of the Agreement, in whole or in part.
- Incorporation of Provisions: Contractor shall include the provisions of section 4.5 (regarding nondiscrimination) and 7.3 (regarding reports) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant to them.
- List of Pertinent Nondiscrimination Authorities: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to: Pertinent Nondiscrimination Authorities:
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI,

you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)
- **Verification of Non-Discrimination Against Specified Entities.** In compliance with Texas Government Code, chapter 2271 and relevant sections of chapter 2274, Contractor's signature on this Agreement serves as written verification that Contractor complies with the following sections:
 - a. Contractor does not boycott Israel and will not boycott Israel during the Agreement Term;
 - b. Contractor does not boycott energy companies and will not boycott energy companies during the Agreement Term; and
 - c. Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the Agreement Term.
- **Legal Compliance.** Contractor shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.
- **Insurance Requirements.** Contractor shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated by reference and made a part of this Agreement.
- **Federal Funds.** Contractor warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- **Communications.** Contractor may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the Director and may rely on all factual information supplied by the Director in response to these requests. However, Director shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

- Contractor expressly acknowledges that, in entering into this Agreement, County has relied on the representations of Contractor about the persons who will be performing the services and their qualifications, and that any other person must be approved by Commissioners Court before providing services under this Agreement. Contractor warrants that all work done will be done by the employees or members of Contractor that are presented as performing the services in Contractor's scope of services.
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$25,000.00.

Contractor certifies, by entering into this Agreement, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor shall include this certification requirement in all subcontracts to this agreement that exceed \$25,000.00.

4.12 Disqualifying Criminal History.

4.12.1 Contractor agrees to provide documentation to Director or designee that a criminal background check has been completed on any employee, intern, volunteer, subcontractor, agent and/or consultant of Contractor, or Contractor, whose duties in connection with this Agreement may include contact with youth referred under this Agreement. To comply with this requirement, a criminal background check shall include a fingerprint-based criminal history search of criminal information databases maintained by the Federal Bureau of Investigation and by the State of Texas and shall have been conducted within two years prior to assignment of services under this Agreement. Should County have any questions, it reserves the right to conduct a criminal background check on any Contractor employee, associate, agent, volunteer, or subcontractor that enters into the Burnet County Jail.

In addition to the required criminal background check, the Director or designee will consult any child abuse registry maintained by the State or locality in which any employee, intern, volunteer, subcontractor, agent and/or consultant of Contractor, or Contractor, will work those duties in connection with this Agreement may include contact with youth referred under this Agreement. Any employee, intern, volunteer, subcontractor, agent, and/or consultant of Contractor, or Contractor, whose name appears on any child abuse registry will be disqualified from providing services to youth referred under this Agreement.

4.12.2 Contractor shall not assign or allow any employee, intern, volunteer, subcontractor, agent and/or consultant of Contractor, or Contractor, to provide services to youth referred under this Agreement whose criminal background check reflects a disqualifying criminal history. To comply with this requirement, a disqualifying criminal history includes: any felony conviction or deferred adjudication within the past ten years; any jailable misdemeanor conviction or deferred

adjudication within the past five years; any current felony or jailable misdemeanor deferred adjudication, probation, or parole; or the requirement to register as a sex offender.

4.12.3 Contractor shall not assign or allow any employee, intern, volunteer, subcontractor, agent and /or consultant of Contractor, or Contractor, to provide services to youth referred under this Agreement who have:

4.12.3.1 Engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);

4.12.3.2 Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or

4.12.3.3 Been civilly or administratively adjudicated to have engaged in the activity described in 4.12.3.2 of this section.

- **COMPENSATION, BILLING AND PAYMENT**

- Fees. For and in consideration of the satisfactory performance by Contractor of the services described in Attachment A, Scope of Services, and Contractor's compliance with the terms and conditions of this Agreement, County shall pay Contractor in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.
 - Not to exceed amount: As Needed Basis
 - Additional Fees: None
- Satisfactory Completion of Services. County shall not be responsible for the costs of any services under this Agreement that are not performed to County's reasonable satisfaction and given County's approval, which shall not be unreasonably withheld. County's obligation to make any payment to Contractor is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in Contractor's profession.
- Timely Payment. County shall pay Contractor within thirty (30) days after the receipt of a complete and correct invoice by County Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

- Invoicing. Contractor shall invoice County monthly for services performed pursuant to this Agreement. Contractor is an independent contractor and County shall not pay any customary Travis County benefits, including, but not limited to taxes, worker's compensation, health and retirement benefits, sick leave and vacation and holiday. Invoices shall be submitted by the 10th of the month immediately following the month in which the services were rendered.
- County shall pay by ACH/EFT or check upon satisfactory delivery and acceptance of items and submission of a correct and complete invoice to the address below:

Karin Smith
Burnet County Auditor

Preferably via e-mail to:
ksmith@burnetcountytexas.org or
Via mail to: 220 South Pierce St.
Burnet, Texas 78611

Contractor may contact the Auditor's Office at (512) 756-5495 for assistance with setting up electronic payment through ACH, which deposits payments directly into Contractor's account.

To be "correct and complete," an invoice must include at least the following information:

- Name, address, and telephone number of Contractor, and the name should match the name shown on the W-9 that Contractor submitted to the Auditor's Office;
- Name and address where the payment is to be sent, if payment is by check;
- County Contract Number and County Purchase Order Number;
- Identification of items or services as outlined in the Agreement*;
- Quantity or quantities, applicable unit prices, total prices by item, and total invoice amount, and
- Any additional payment information that may be called for by the Agreement*.

*Note: Information reflecting Protected Health Information (PHI) or Personally Identifiable Information (PII) must be properly redacted before submission of an invoice to the Auditor's Office to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule and other privacy regulations.

Invoices with improperly redacted PHI or PII will not be processed for payment and they will be permanently deleted from our files. For payment to be made, an invoice must be re-submitted. The re-submitted invoice must have all PII/PHI information redacted and appropriately disclosed.

- Additional Copy of Invoice: In addition, Contractor shall email a copy of the invoice to:

Matt Kimbler <mkimbler@burnetsheriff.com>

If email is not possible, please send via postal mail to:

Burnet County Jail Captain

Burnet County Jail

P.O. Box 1249

Burnet, TX 78611

If payment is based on percentage of completion, Contractor shall also submit a statement showing the percentage of completion of the work as at the date of the invoice with each invoice, and any additional written information requested by County to document the progress of the work.

- Overpayment. Contractor shall refund to County any money which has been paid to Contractor by County, which County determines has resulted in overpayment to Contractor. Such refund shall be made by Contractor to County within thirty (30) days after the refund is requested by County. If County enters into any subsequent Agreement with Contractor and Contractor fails to refund any money owed to County within thirty days of request, County may offset the difference against the next advance or payment payable to Contractor.
- Taxpayer Identification. Contractor shall provide County with an Internal Revenue W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Contract funds are payable.
- Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if Contractor is delinquent in the payment of property taxes at the time of invoicing, Contractor hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.
- Disbursements to Persons with Outstanding Debt.

- In accordance with Section 154.045 of the Local Government Code, If notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of Contractor to the State, the County or a salary fund, a warrant may not be drawn on a County fund in favor of Contractor, or an agent or assignee of Contractor until:
 - the County Treasurer notifies Contractor in writing that the debt is outstanding; and
 - the debt is paid.
- "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the County.
- County may apply any funds County owes Contractor to the outstanding balance of debt for which notice is made under section 6.8.1.1 above, if the notice includes a statement that the amount owed by the County to Contractor may be applied to reduce the outstanding debt.
- Period of Services. County shall not be liable for costs incurred or performances rendered by Contractor before or after the term of this Agreement.
- Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Agreement for the following fiscal year of County, County may terminate this Agreement after giving Contractor twenty (20) days written notice that this Agreement is terminated due to the failure to fund it.

- **RECORDS CONFIDENTIALITY AND ACCESS**

- Confidentiality. Contractor shall establish a method to secure the confidentiality of records and other information relating to residential treatment services in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of County access to client information. Upon authorization from County to render client files anonymous, Contractor agrees to mask information identifying clients in a way that will not obstruct County's monitoring and evaluation duties in any way.

- Records Maintenance. Contractor shall create, maintain, and retain, and shall make reasonably available to County, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of seven (7) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. Contractor shall provide copies of such records to County upon written request to Contractor at a cost mutually agreed to by County and Contractor.
- Access to Records. Contractor further agrees that upon reasonable notice the County or its duly authorized representatives shall have access to any and all books, documents, papers, reports and records of Contractor, which the County deems are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and to ascertain compliance with federal and state employment discrimination laws. Contractor shall provide all information and reports required by Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.) and any regulations or directives issued pursuant to them. Contractor shall permit access to its books, records, accounts, other sources of information and its facilities as County may determine to be pertinent to ascertain compliance with these regulations, orders, and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the County, as appropriate, and shall state what efforts it has made to obtain the information.
- Right to Contractual Material. County is entitled to copies of all work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by Contractor, which will become the property of the County.

- **AMENDMENTS / MODIFICATIONS**

- General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each Party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.
- Requests for Changes. Contractor shall submit all requests for changes to the terms of this Agreement or any attachment to it to the Director with a copy to the Purchasing Agent.
- Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to

applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Agreement. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

- **OTHER PROVISIONS**

- **INDEMNIFICATION.** CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS AGREEMENT.
- **Copyrights, Patents & Licenses.** Contractor represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Agreement. CONTRACTOR SHALL INDEMNIFY THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND INCLUDING EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY FEES FOR DAMAGES TO ANY PERSON OR PROPERTY ARISING IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF EXISTING PATENTS, LICENSES, OR COPYRIGHTS APPLICABLE TO MATERIALS USED IN THIS AGREEMENT.
- **Claims Notification.** If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor or County in relation to the performance of this Agreement, Contractor shall give written notice to County of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to these claims or actions.

- Suspension. County may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving Contractor written notice of suspension (a "Notice of Suspension"). The "Effective Date of Suspension" will be the date on which Contractor receives the notice of suspension, and the suspension Period will begin on this date. Performance may be reinstated, and this Agreement resumed in full force and effect within sixty (60) days of Contractor's receipt of written notice of reinstatement from County. Upon the Effective Date of Suspension, Contractor shall follow the procedures described below:
 - Upon receipt of a notice of suspension, Contractor shall, unless the notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension.
 - During the suspension period, Contractor may submit the above-referenced statement to County for payment of the approved services actually performed under this Agreement, less previous payments.
- Non-Waiver of Default.
 - No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist.
 - All rights of County under this Agreement are specifically reserved, and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
- FORFEITURE OF AGREEMENT. If Contractor has done business with a Key Contracting Person as listed in Exhibit "1" to Attachment D during the 365 day period immediately prior to the date of execution of this Agreement by Contractor or does business with any Key Contracting Person at any time after the date of execution of this Agreement by Contractor (including business done during any Renewal Term of this Agreement) and prior to full performance of this Agreement, Contractor will forfeit all County benefits of this Agreement and County will retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this Agreement. Contractor will notify County of any change in the information submitted with this Agreement as to the Ethics Sworn Declaration within twenty (20) days of such change throughout the Initial Term and/or any Renewal Term.

- “Is doing business” and “has done business” means:
 - (a) Paying or receiving in any calendar year any money valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
 - (b) Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

but does not include:

 - (c) Any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;
 - (d) Any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; or
 - (e) If Contractor is a national or multinational corporation, any transaction for financial service or insurance coverage made on behalf of Contractor by its agent, employee or other representative who does not know and is not in a position that he or she should have known about this Agreement.

- Agreement.

- Entire Agreement. All written or oral agreements between the Parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.
- Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement and constitute promised performances by Contractor in accordance with all the provisions of this Agreement.
 - Attachment A – Scope of Services
 - Attachment B – Fee Schedule
 - Attachment C – Insurance Requirements
 - Attachment D – Ethics Sworn Declaration including:

- Exhibit 1 – List of Key Contracting Persons
 - Exhibit 2 – Disclosure Form
- 8.7.2.5 Attachment E – Business Associates Agreement

- Notices:

- Written Notice. Any notice required or permitted to be given under this Agreement by one Party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address herein specified.
- County Address. The address of County for all purposes under this Agreement shall be:

Karin Smith (or her successor)
Burnet County Purchasing Agent
220 South Pierce St.
Burnet, Texas 78611

With copies to (registered or certified mail with return receipt is not required):

Captain Matt Kimbler (or his successor)
Burnet County Jail Captain
Officer P.O. Box 1249
Burnet, Texas 78611

- Contractor Address. The address of Contractor for all purposes under this Agreement and for all notices hereunder shall be:

Enable Dental
5555 North Lamar Boulevard
Suite H125
Austin, Texas 78751

- Change of Address. Each Party may change the address for notice to it by giving written notice of the change in compliance with Section 8.8. Any change in the address shall be reported within fifteen (15) days of the change.
- Dispute Resolution - Administration by Purchasing Agent. When Contractor and/or County have been unable to successfully resolve any question or issue related to this Agreement, Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the

issues involved as well as Contractor's requested resolution of the dispute and any other relevant information which Contractor desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Agreement in relation to the described dispute. Unless otherwise stated in this Agreement, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent may be considered void. If Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, Contractor must submit a written notice to the Purchasing Agent with a copy to the Director within ten calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to Contractor within thirty days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Director. This Notice of Appeal must be submitted within ten calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

- Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
- Force Majeure. The parties acknowledge that this Agreement is being executed and will at least partially be performed during a Declared Disaster resulting from the COVID-19 pandemic and expressly acknowledge that they have taken the effects of this Declared Disaster into account in determining timelines and performance requirements stated in it and that this Declared Disaster may not be used to excuse performance under this Contract. Neither party is financially liable to the other for any delays or failures in contract performance caused by federal or state laws or the rules, regulations, or orders of any public body or official purporting to exercise authority or control respecting the operations covered by this Contract, or caused by strikes not against the parties, actions of the elements, or acts of God and delays due to the above causes shall not be considered breach of this Contract. These delays or failures to perform extend the period of performance for a period of time equal to the substance of the impossible conditions. If Force Majeure conditions exist, the party affected by

them shall give the other party Notice within five working days after the conditions begin. If timely Notice is impractical due to the Force Majeure conditions, then the party must provide Notice in as timely a manner as practicable. If Notice is not provided timely, the party experiencing Force Majeure waives it as a defense.

- Cooperation and Coordination. Contractor shall cooperate and coordinate with County staff and other contractors as reasonable and necessary and as required by the Director.
- Independent Contractor. The Parties expressly acknowledge and agree that Contractor is an independent contractor, operating solely in that capacity. Contractor assumes all of the rights, obligations and liabilities applicable to an independent contractor. Neither Contractor nor any of Contractor's employees will be considered an employee, partner, joint-venturer, nor agent of County, nor does Contractor gain any rights against County pursuant to the County's personnel policies. County will not pay Contractor nor Contractor's employees any customary Travis County benefits, including but not limited to FICA, payroll taxes, worker's compensation, health or retirement benefits, sick leave or vacation or holiday pay. Contractor is responsible to report all federal, state and city tax liabilities, social security obligations, and any other taxable matters associated with services rendered under this Agreement and is solely obligated to pay any and all taxes related to income paid to Contractor.
- No Third-Party Rights. No provision in this Agreement, express or implied, is intended to confer upon any person or entity, other than the Parties to this Agreement, any benefits, rights, or remedies under or by reason of this Agreement.
- Governing Law. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.
 - Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
 - Law and Venue. All obligations under this Agreement shall be performable in Burnet County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Burnet, Burnet County.
 - Assignment. No Party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Party. It is acknowledged by Contractor that no officer, agent, employee or representative of County has any authority to assign any part of this

Agreement unless expressly granted that authority by Commissioners Court.

- Binding Agreement. Notwithstanding any other provision of this Agreement shall be binding upon and inure to the benefit of the County and Contractor and their respective successors, executors, administrators, and assigns. Neither the County nor Contractor may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other Party.
- Performance of Other Services. As a part of this Agreement, it is understood that Contractor is free to provide services outside this Agreement as it sees fit at those times which Contractor is not obligated to County. It is also understood that County is free to have more than one contractor providing the type of services included in this Agreement and County is under no obligation to refer any case to Contractor for services under this Agreement.
- Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.
- Certificate of Contractor. Contractor certifies that neither Contractor nor any members of Contractor's firm nor any Subcontractor has:
 - Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for Contractor) to solicit or secure the work provided by the Agreement.
 - Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
 - Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.
 - Been suspended or debarred from federal or state procurement.

Contractor further agrees that this certification may be furnished to any local, state or federal government agencies in connection with this Agreement and for those portions of the program involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

- Interpretational Guidelines.

- Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees, these days shall be omitted from the computation.
- Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either singular or plural form shall be construed to include the other unless the context in the Agreement clearly requires otherwise.
- Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.
- County Monitoring. The Contractor will be monitored by the Director (or their designee) for compliance with the requirements of this Agreement.
- Signatures. The person or persons manually or electronically signing this Agreement on behalf of the Contractor or representing themselves as signing this Agreement on behalf of the Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by the Contractor to sign this Agreement on behalf of Contractor and to bind Contractor validly and legally to all terms, performances, and provisions in this Agreement. Manual signatures or electronic signatures, whether digital or encrypted, have the same force and effect.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both Parties.

Enable Dental

County of Burnet, Texas

Name: _____

Title: _____

Date: _____

Burnet County

Judge Date: _____

Approved as to Purchasing
Policies and Procedures by:

Burnet County Purchasing
Agent Karin Smith

CPPB

Approved as to Legal Form by:

Burnet County Attorney

ATTACHMENT A
SCOPE OF SERVICES

• **Purpose**

For Texas Mobile Dentists, Inc d/b/a Enable Dental (Contractor) to provide incarcerated individuals in the Burnet County Jail on-site dental evaluations and recommend treatment services.

2. Service Type

At the request of and under the supervision of the Burnet County Jail Captain or his/her designee, Contractor shall provide dental evaluations and recommend treatment services for jail inmates housed at the Burnet County Jail facility on-site and share such information with the Burnet County Jail medical staff as permitted by State and Federal Statute.

3. Burnet County Jail Responsibilities

3.1 Where indicated by sound medical practices, make an individual inmate's medical records available for review to Contractor.

3.3 Provide appropriate security services during the performance of any dental services.

*Note – Burnet County Jail will provide Contractor with a dedicated room or location with adequate lighting to facilitate dental examinations/services. Burnet County Jail will not provide Enable Dental with any dental tooling or medications.

3.4 Notify Vendor in a timely manner if dental services need to be rescheduled.

4. Contractor's Responsibilities

4.1 Must cooperate and coordinate fully with Burnet County Jail staff at all times when inside the facility, any other County contract physicians, the professional, departmental administration, and counseling staff the Burnet County Jail facility in the integration of dental care for inmates housed therein.

4.2 Shall inform the Burnet County Jail medical staff and/or Jail Captain of any issues as they arise.

4.3 Must immediately alert Burnet County Jail medical staff and/or Jail Captain upon becoming aware of any medical issue pertaining to any jail inmate.

4.4 Will consult with the medical staff at the Burnet County Jail as necessary.

4.5 To the extent practicable, shall notify the Burnet County Jail Captain or his/her designee in advance of any periods of unavailability to perform the services.

4.6 Must provide services on an as needed basis on mutually agreed dates and times.

4.7 Shall work closely with the Burnet County Jail staff to accommodate any fluctuations in the population or dental needs of jail inmates.

5. Compliance with Laws, Regulations and Standards

5.1 All dental tooling must be counted with the Burnet County Jail staff upon arrival and upon leaving the jail facility. Contractor may not start services until the initial count has been completed.

5.2 Contractor shall maintain current professional license as a dentist from the Texas State Board of Dental Examiners and a working knowledge of the available courses of dental treatment.

Contractor shall complete safety related training as required by the Burnet County Jail.

6. Hours/Days of Service

TCJPD will contact the Contractor to schedule an appointment within five (5) days of requested Date of Service (DOS). Service days will be on Wednesday mornings between the hours of 8AM – 12PM, unless the Contractor receives notification of changes from Burnet County Jail staff. One (1) last minute appointment is allowed to be added onto the schedule with 24 (twenty-four) hours' notice to the Contractor.

7. Frequency of Services

Services will be ongoing throughout the year, at the request of the Burnet County Jail. Parties will arrange the provision of services on mutually agreed dates and times.

8. Performance Measures

The Burnet County Jail staff will make the appropriate referrals within (5) business days.

- Contractor is expected to arrive on time for all scheduled appointments.
- Contractor shall be reviewed annually by the Burnet County Jail Captain.
- Contractor shall immediately alert Burnet County Jail staff and medical staff upon becoming aware of any medical issue pertaining to a jail inmate.

ATTACHMENT B

FEE SCHEDULE

The following are the basic services which may be billed:

- Diagnostic and general services consist of the following:
 - Diagnostic Examination with report documenting any/all recommendations for follow-up
 - Preventive (prophylaxis)

CODE	DESCRIPTION	INS.AMT	PAT.AMT
D0120	Periodic oral evaluation - established patient	\$76.80	
D0140	Limited oral evaluation - problem focused	\$123.20	
D0145	Oral evaluation for a patient under three years of age and counseling with primary caregiver	\$82.40	
D0150	Comprehensive oral evaluation - new or established patient	\$99.20	
D0160	Detailed and extensive oral evaluation - problem focused, by report	\$178.40	
D0170	Re-evaluation - limited, problem focused (established patient; not post-operative visit)	\$94.40	
D0171	Re-evaluation - post-operative office visit	\$74.40	
D0180	Comprehensive periodontal evaluation - new or established patient	\$119.20	
D0190	Screening of a patient	\$56.80	
D0191	Assessment of a patient	\$0.00	
D0210	Intraoral - complete series of radiographic images	\$127.20	
D0220	Intraoral - periapical first radiographic image	\$36.00	
D0230	Intraoral - periapical each additional radiographic image	\$35.20	
D0270	Bitewing - single radiographic image	\$35.20	
D0272	Bitewings - two radiographic images	\$56.00	
D0273	Bitewings - three radiographic images	\$65.60	
D0274	Bitewings - four radiographic images	\$85.60	
D0277	Vertical bitewings - 7 to 8 radiographic images	\$121.60	
D0350	2D oral/facial photographic image obtained intra-orally or extra-orally	\$0.00	
D0419	Assessment of salivary flow by measurement	\$54.40	
D0421	Genetic Test For Suscept	\$37.60	
D0425	Caries susceptibility tests	\$53.60	
D0431		\$62.40	

	Adjunctive pre-diagnostic test that aids in detection of mucosal abnormalities including premalignant and malignant lesions, not to include cytology or biopsy procedures		
D0460	Pulp vitality tests	\$64.80	
D0470	Diagnostic casts	\$184.00	
D0601	Caries risk assessment and documentation, with a finding of low risk	\$0.00	
D0602	Caries risk assessment and documentation, with a finding of moderate risk	\$0.00	
D0603	Caries risk assessment and documentation, with a finding of high risk	\$0.00	
D0999	Unspecified diagnostic procedure, by report	\$240.00	

D1110	Prophylaxis - adult	\$121.60	
D1120	Prophylaxis - child	\$76.00	
D1206	Topical application of fluoride varnish	\$44.00	
D1208	Topical application of fluoride - excluding varnish	\$44.00	
D1330	Oral hygiene instructions	\$0.00	
D1351	Sealant - per tooth	\$65.60	
D1352	Preventive resin restoration in a moderate to high caries risk patient - permanent tooth	\$144.00	
D1353	Sealant repair - per tooth	\$24.80	
D1354	Interim caries arresting medicament application	\$124.80	
D1510	space maintainer – fixed, unilateral – per quadrant. Excludes a distal shoe space maintainer	\$340.00	
D1516	space maintainer – fixed – bilateral, maxillary	\$439.20	
D1517	space maintainer – fixed – bilateral, mandibular	\$439.20	
D1999	Unspecified preventive procedure, by report	\$240.00	
D2140	Amalgam - one surface, primary or permanent	\$208.80	
D2150	Amalgam - two surfaces, primary or permanent	\$296.80	
D2160	Amalgam - three surfaces, primary or permanent	\$326.40	
D2161	Amalgam - four or more surfaces, primary or permanent	\$384.80	
D2330	Resin-based composite - one surface, anterior	\$254.40	
D2331	Resin-based composite - two surfaces, anterior	\$309.60	
D2332	Resin-based composite - three surfaces, anterior	\$372.00	
D2335	Resin-based composite - four or more surfaces or involving incisal angle (anterior)	\$429.60	
D2390	Resin-based composite crown, anterior	\$568.00	
D2391	Resin-based composite - one surface, posterior	\$254.40	
D2392	Resin-based composite - two surfaces, posterior	\$309.60	
D2393	Resin-based composite - three surfaces, posterior	\$372.00	
D2394	Resin-based composite - four or more surfaces, posterior	\$429.60	

D2510	Inlay - metallic - one surface	\$1,032.00	
D2520	Inlay - metallic - two surfaces	\$1,119.20	
D2530	Inlay - metallic - three or more surfaces	\$1,206.40	
D2542	Onlay - metallic - two surfaces	\$1,223.20	
D2543	Onlay - metallic - three surfaces	\$1,223.20	
D2544	Onlay - metallic - four or more surfaces	\$1,223.20	
D2610	Inlay - porcelain/ceramic - one surface	\$1,223.20	
D2620	Inlay - porcelain/ceramic - two surfaces	\$1,223.20	
D2630	Inlay - porcelain/ceramic - three or more surfaces	\$1,223.20	
D2642	Onlay - porcelain/ceramic - two surfaces	\$1,223.20	
D2643	Onlay - porcelain/ceramic - three surfaces	\$1,223.20	
D2644	Onlay - porcelain/ceramic - four or more surfaces	\$1,223.20	
D2650	Inlay - resin-based composite - one surface	\$1,223.20	
D2651	Inlay - resin-based composite - two surfaces	\$1,223.20	
D2652	Inlay - resin-based composite - three or more surfaces	\$1,223.20	
D2662	Onlay - resin-based composite - two surfaces	\$1,223.20	

D2663	Onlay - resin-based composite - three surfaces	\$1,223.20	
D2664	Onlay - resin-based composite - four or more surfaces	\$1,223.20	
D2710	Crown - resin-based composite (indirect)	\$1,134.40	
D2712	Crown - $\frac{1}{4}$ resin-based composite (indirect)	\$1,416.00	
D2720	Crown - resin with high noble metal	\$1,416.00	
D2721	Crown - resin with predominantly base metal	\$1,416.00	
D2722	Crown - resin with noble metal	\$1,416.00	
D2740	Crown - porcelain/ceramic substrate	\$1,416.00	
D2750	Crown - porcelain fused to high noble metal	\$1,416.00	
D2751	Crown - porcelain fused to predominantly base metal	\$1,416.00	
D2752	Crown - porcelain fused to noble metal	\$1,416.00	
D2753	Crown - porcelain fused to titanium and titanium alloys	\$1,440.00	
D2780	Crown - $\frac{3}{4}$ cast high noble metal	\$1,267.20	
D2781	Crown - $\frac{3}{4}$ cast predominantly base metal	\$1,100.80	
D2782	Crown - $\frac{3}{4}$ cast noble metal	\$1,159.20	
D2783	Crown - $\frac{3}{4}$ porcelain/ceramic	\$1,394.40	
D2790	Crown - full cast high noble metal	\$1,652.00	
D2791	Crown - full cast predominantly base metal	\$1,652.00	
D2792	Crown - full cast noble metal	\$1,652.00	
D2794	Crown - titanium	\$1,760.00	

D2799	Provisional crown- further treatment or completion of diagnosis necessary prior to final impression	\$513.60	
D2910	Re-cement or re-bond inlay, onlay, veneer or partial coverage restoration	\$393.60	
D2915	Re-cement or re-bond indirectly fabricated or prefabricated post and core	\$393.60	
D2920	Re-cement or re-bond crown	\$393.60	
D2929	Prefabricated porcelain/ceramic crown - primary tooth	\$324.80	
D2930	Prefabricated stainless steel crown - primary tooth	\$324.80	
D2931	Prefabricated stainless steel crown - permanent tooth	\$385.60	
D2932	Prefabricated resin crown	\$280.80	
D2940	Protective restoration	\$153.60	
D2950	Core buildup, including any pins when required	\$261.60	
D2951	Pin retention - per tooth, in addition to restoration	\$57.60	
D2952	Post and core in addition to crown, indirectly fabricated	\$495.20	
D2953	Each additional indirectly fabricated post - same tooth	\$160.00	
D2954	Prefabricated post and core in addition to crown	\$384.80	
D2955	Post removal	\$252.00	
D2957	Each additional prefabricated post - same tooth	\$160.00	
D2960	Labial veneer (resin laminate) - chairside	\$1,527.20	
D2961	Labial veneer (resin laminate) - laboratory	\$1,527.20	
D2962	Labial veneer (porcelain laminate) - laboratory	\$1,527.20	
D2970	Temp Crown Fractured Tooth	\$280.00	
D2971	Additional procedures to construct new crown under existing partial denture framework	\$175.20	

D2975	Coping	\$664.00	
D2980	Crown repair necessitated by restorative material failure	\$368.80	
D2999	Unspecified restorative procedure, by report	\$240.00	
D3110	Pulp cap - direct (excluding final restoration)	\$109.60	
D3120	Pulp cap - indirect (excluding final restoration)	\$108.00	
D3220	Therapeutic pulpotomy (excluding final restoration) - removal of pulp coronal to the dentinocemental junction and application of medicament	\$242.40	
D3221	Pulpal debridement, primary and permanent teeth	\$272.00	
D3230	Pulpal therapy (resorbable filling) - anterior, primary tooth (excluding final restoration)	\$419.20	
D3240	Pulpal therapy (resorbable filling) - posterior, primary tooth (excluding final restoration)	\$419.20	
D3310	Endodontic therapy, anterior tooth (excluding final restoration)	\$1,223.20	
D3320	Endodontic therapy, bicuspid tooth (excluding final restoration)	\$1,354.40	

D3330	Endodontic therapy, molar (excluding final restoration)	\$1,485.60	
D3332	Incomplete endodontic therapy; Inoperable, unrestorable or fractured tooth	\$456.80	
D3346	Retreatment of previous root canal therapy - anterior	\$1,223.20	
D3347	Retreatment of previous root canal therapy - bicuspid	\$1,354.40	
D3348	Retreatment of previous root canal therapy - molar	\$1,524.80	
D3351	Apexification/recalcification - initial visit (apical closure/calcific repair of perforations, root resorption, etc.)	\$433.60	
D3410	Apicoectomy - anterior	\$939.20	
D3431	Biologic materials to aid in soft and osseous tissue regeneration in conjunction with periradicular surgery	\$256.00	
D3911	Intraorifice Barrier	\$63.20	
D3999	Unspecified endodontic procedure, by report	\$240.00	
D4210	Gingivectomy or gingivoplasty - four or more contiguous teeth or tooth bounded spaces per quadrant	\$743.20	
D4211	Gingivectomy or gingivoplasty - one to three contiguous teeth or tooth bounded spaces per quadrant	\$411.20	
D4212	Gingivectomy or gingivoplasty to allow access for restorative procedure, per tooth	\$275.20	
D4240	Gingival flap procedure, including root planing - four or more contiguous teeth or tooth bounded spaces per quadrant	\$991.20	
D4241	Gingival flap procedure, including root planing - one to three contiguous teeth or tooth bounded spaces per quadrant	\$750.40	
D4249	Clinical crown lengthening - hard tissue	\$1,127.20	
D4260	Osseous surgery (including elevation of a full thickness flap and closure) - four or more contiguous teeth or tooth bounded spaces per quadrant	\$1,389.60	
D4261	Osseous surgery (including elevation of a full thickness flap and closure) - one to three contiguous teeth or tooth bounded spaces per quadrant	\$1,048.80	
D4263	Bone replacement graft - retained natural tooth - first site in quadrant	\$786.40	
D4264	Bone replacement graft - retained natural tooth - each additional site in quadrant	\$616.80	
D4266	Guided tissue regeneration - resorbable barrier, per site	\$896.00	
D4267	Guided tissue regeneration - nonresorbable barrier, per site (includes membrane removal)	\$1,076.80	
D4270	Pedicle soft tissue graft procedure	\$887.20	
D4273	Autogenous connective tissue graft procedure (including donor and recipient surgical sites) first tooth, implant or edentulous tooth position in graft	\$1,300.80	

D4274	Mesial/distal wedge procedure, single tooth (when not performed in conjunction with surgical procedures in the same anatomical area)	\$500.80	
D4275	Non-autogenous connective tissue graft (including recipient site and donor material) first tooth, implant, or edentulous tooth position in graft	\$1,174.40	

D4322	Splint-Intra-Coronal; Natural Teeth or Prosthetic Crowns	\$232.00	
D4323	Splint-extra-coronal; Natural teeth or Prosthetic Crowns	\$196.00	
D4341	Periodontal scaling and root planing - four or more teeth per quadrant	\$300.80	
D4342	Periodontal scaling and root planing - one to three teeth per quadrant	\$218.40	
D4346	Scaling in the presence of generalized moderate or severe gingival inflammation - full mouth, after oral evaluation	\$136.00	
D4355	Full mouth debridement to enable comprehensive evaluation and diagnosis	\$249.60	
D4381	Localized delivery of antimicrobial agents via controlled release vehicle into diseased crevicular tissue, per tooth	\$140.00	
D4910	Periodontal maintenance	\$169.60	
D4910.3	Periodontal Maintenance - 3 month recall	\$169.60	
D4910.6	Periomaaintenance - 6 Month Recall	\$169.60	
D4920	Unscheduled dressing change (by someone other than treating dentist or their staff)	\$103.20	
D4921	Gingival Irrigation - per quadrant	\$28.00	
D4999	Unspecified periodontal procedure, by report	\$240.00	
D5110	Complete denture - maxillary	\$2,079.20	
D5120	Complete denture - mandibular	\$2,079.20	
D5130	Immediate denture - maxillary	\$2,079.20	
D5140	Immediate denture - mandibular	\$2,079.20	
D5211	Maxillary partial denture - resin base (including retentive/ clasping materials, rests, and teeth)	\$2,079.20	
D5212	Mandibular partial denture - resin base (including retentive/clasping materials, rests and teeth)	\$2,079.20	
D5213	Maxillary partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	\$2,079.20	
D5214	Mandibular partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	\$2,079.20	
D5221	Immediate maxillary partial denture - resin base (including any conventional clasps, rests and teeth)	\$2,079.20	
D5222	Immediate mandibular partial denture - resin base (including any conventional clasps, rests and teeth)	\$2,079.20	
D5223	Immediate maxillary partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	\$2,079.20	
D5224	Immediate mandibular partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	\$2,079.20	
D5225	Maxillary partial denture - flexible base (including any clasps, rests and teeth)	\$2,079.20	
D5226	Mandibular partial denture - flexible base (Including any clasps, rests and teeth)	\$2,079.20	
D5227	Immediate maxillary partial denture- flexible base (including any clasps, rests and teeth)	\$2,079.20	
D5228	Immediate mandibular partial denture- flexible base (including any clasps,	\$2,079.20	

	rests and teeth)		
D5410	Adjust complete denture - maxillary	\$232.00	
D5411	Adjust complete denture - mandibular	\$232.00	
D5421	Adjust partial denture - maxillary	\$232.00	
D5422	Adjust partial denture - mandibular	\$232.00	

D5511	repair broken complete denture base, mandibular	\$359.20	
D5512	repair broken complete denture base, maxillary	\$359.20	
D5520	Replace missing or broken teeth - complete denture (each tooth)	\$424.80	
D5611	repair resin partial denture base, mandibular	\$366.40	
D5612	repair resin partial denture base, maxillary	\$366.40	
D5621	repair cast partial framework, mandibular	\$366.40	
D5622	repair cast partial framework, maxillary	\$366.40	
D5630	Repair or replace broken retentive/clasping materials - per tooth	\$322.40	
D5640	Replace broken teeth - per tooth	\$332.80	
D5650	Add tooth to existing partial denture	\$451.20	
D5660	Add clasp to existing partial denture - per tooth	\$393.60	
D5710	Rebase complete maxillary denture	\$786.40	
D5711	Rebase complete mandibular denture	\$786.40	
D5720	Rebase maxillary partial denture	\$743.20	
D5721	Rebase mandibular partial denture	\$743.20	
D5725	Rebase hybrid prosthesis	\$783.20	
D5730	Reline complete maxillary denture (chairside)	\$580.00	
D5731	Reline complete mandibular denture (chairside)	\$580.00	
D5740	Reline maxillary partial denture (chairside)	\$580.00	
D5741	Reline mandibular partial denture (chairside)	\$580.00	
D5750	Reline complete maxillary denture (laboratory)	\$580.00	
D5751	Reline complete mandibular denture (laboratory)	\$580.00	
D5760	Reline maxillary partial denture (laboratory)	\$580.00	
D5761	Reline mandibular partial denture (laboratory)	\$580.00	
D5765	Soft Liner for complete or partial removable denture- indirect	\$580.00	
D5810	Interim complete denture (maxillary)	\$1,136.00	
D5811	Interim complete denture (mandibular)	\$1,136.00	
D5820	Interim partial denture (maxillary)	\$1,136.00	
D5821	Interim partial denture (mandibular)	\$1,136.00	
D5850	Tissue conditioning, maxillary	\$160.00	
D5851	Tissue conditioning, mandibular	\$160.00	
D5862	Precision attachment, by report	\$778.40	

D5863	Overdenture - complete maxillary	\$3,040.00	
D5864	Overdenture - partial maxillary	\$2,800.00	
D5865	Overdenture - complete mandibular	\$2,800.00	
D5866	Overdenture - partial mandibular	\$2,800.00	
D5867	Replacement of replaceable part of semi-precision or precision attachment (male or female component)	\$392.00	
D5875	Modification of removable prosthesis following implant surgery	\$389.60	
D5986	Fluoride gel carrier	\$190.40	
D5999	Unspecified maxillofacial prosthesis, by report	\$240.00	
D6010	Surgical placement of implant body: endosteal implant	\$2,000.00	
D6011	Second stage implant surgery	\$629.60	

D6012	Surgical placement of interim implant body for transitional prosthesis: endosteal implant	\$1,965.60	
D6013	Surgical placement of mini implant	\$1,965.60	
D6040	Surgical placement: eposteal implant	\$1,965.60	
D6050	Surgical placement: transosteal implant	\$1,965.60	
D6051	Interim abutment	\$576.00	
D6055	Connecting bar - Implant supported or abutment supported	\$2,796.00	
D6056	Prefabricated abutment - Includes modification and placement	\$804.00	
D6057	Custom fabricated abutment - includes placement	\$943.20	
D6058	Abutment supported porcelain/ceramic crown	\$1,652.00	
D6059	Abutment supported porcelain fused to metal crown (high noble metal)	\$1,652.00	
D6060	Abutment supported porcelain fused to metal crown (predominantly base metal)	\$1,652.00	
D6061	Abutment supported porcelain fused to metal crown (noble metal)	\$1,652.00	
D6062	Abutment supported cast metal crown (high noble metal)	\$1,652.00	
D6063	Abutment supported cast metal crown (predominantly base metal)	\$1,652.00	
D6064	Abutment supported cast metal crown (noble metal)	\$1,652.00	
D6065	Implant supported porcelain/ceramic crown	\$1,835.20	
D6066	Implant supported porcelain fused to metal crown (titanium, titanium alloy, high noble metal)	\$1,835.20	
D6067	Implant supported metal crown (titanium, titanium alloy, high noble metal)	\$1,835.20	
D6068	Abutment supported retainer for porcelain/ceramic FPD	\$1,652.00	
D6069	Abutment supported retainer for porcelain fused to metal FPD (high noble metal)	\$1,652.00	
D6070	Abutment supported retainer for porcelain fused to metal FPD (predominantly base metal)	\$1,652.00	
D6071	Abutment supported retainer for porcelain fused to metal FPD (noble metal)	\$1,652.00	

D6072	Abutment supported retainer for cast metal FPD (high noble metal)	\$1,652.00	
D6073	Abutment supported retainer for cast metal FPD (predominantly base metal)	\$1,652.00	
D6074	Abutment supported retainer for cast metal FPD (noble metal)	\$1,652.00	
D6075	Implant supported retainer for ceramic FPD	\$1,652.00	
D6076	Implant supported retainer for porcelain fused to metal FPD (titanium, titanium alloy, or high noble metal)	\$1,652.00	
D6077	Implant supported retainer for cast metal FPD (titanium, titanium alloy, or high noble metal)	\$1,652.00	
D6080	Implant maintenance procedures when prostheses are removed and reinserted, including cleansing of prostheses and abutments	\$328.00	
D6081	Scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces, without flap entry and closure	\$63.20	
D6082	Implant supported crown – porcelain fused to predominantly base alloys	\$1,652.00	
D6083	Implant supported crown – porcelain fused to noble alloys	\$1,652.00	
D6084	Implant supported crown – porcelain fused to titanium and titanium alloys	\$1,760.00	
D6085	Provisional implant crown	\$592.00	
D6086	Implant supported crown – predominantly base alloys	\$1,652.00	
D6087	Implant supported crown – noble alloys	\$1,652.00	

D6088	Implant supported crown – titanium and titanium alloys	\$1,760.00	
D6090	Repair implant supported prosthesis, by report	\$708.00	
D6091	Replacement of semi-precision or precision attachment (male or female component) of implant/abutment supported prosthesis, per attachment	\$682.40	
D6092	Re-cement or re-bond implant/abutment supported crown	\$306.40	
D6093	Re-cement or re-bond implant/abutment supported fixed partial denture	\$306.40	
D6094	Abutment supported crown (titanium)	\$1,760.00	
D6095	Repair implant abutment, by report	\$480.80	
D6096	remove broken implant retaining screw	\$488.00	
D6097	Abutment supported crown – porcelain fused to titanium and titanium alloys	\$1,652.00	
D6098	Implant supported retainer – porcelain fused to predominately base alloys	\$1,652.00	
D6099	Implant supported retainer for FPD – porcelain fused to noble alloys	\$1,652.00	
D6100	Implant removal, by report	\$577.60	
D6101	Debridement of a peri-implant defect or defects surrounding a single implant, and surface cleaning of the exposed implant surfaces, including flap entry and closure	\$648.00	
D6102	Debridement and osseous contouring of a peri-implant defect or defects surrounding a single implant and includes surface cleaning of the exposed	\$832.00	

	implant surfaces, including flap entry and closure		
D6103	Bone graft for repair of peri-implant defect - does not include flap entry and closure	\$701.60	
D6104	Bone graft at time of implant placement	\$412.00	
D6110	Implant/abutment supported removable denture for edentulous arch - maxillary	\$2,800.00	
D6111	Implant/abutment supported removable denture for edentulous arch - mandibular	\$2,800.00	
D6112	Implant/abutment supported removable denture for partially edentulous arch - maxillary	\$2,800.00	
D6113	Implant/abutment supported removable denture for partially edentulous arch - mandibular	\$2,800.00	
D6114	Implant/abutment supported fixed denture for edentulous arch - maxillary	\$2,800.00	
D6115	Implant/abutment supported fixed denture for edentulous arch - mandibular	\$2,800.00	
D6116	Implant/abutment supported fixed denture for partially edentulous arch - maxillary	\$2,800.00	
D6117	Implant/abutment supported fixed denture for partially edentulous arch - mandibular	\$2,800.00	
D6190	Radiographic/surgical implant index, by report	\$431.20	
D6192	Semi-Precision Attachment – Placement	\$256.00	
D6194	Abutment supported retainer crown for FPD (titanium)	\$1,652.00	
D6195	Abutment supported retainer – porcelain fused to titanium and titanium alloys	\$1,760.00	
D6198	Remove interim implant component	\$142.40	
D6210	Pontic - cast high noble metal	\$1,181.60	
D6211	Pontic - cast predominantly base metal	\$1,037.60	
D6212	Pontic - cast noble metal	\$1,095.20	
D6214	Pontic - titanium	\$1,200.00	
D6240	Pontic - porcelain fused to high noble metal	\$1,222.40	
D6241	Pontic - porcelain fused to predominantly base metal	\$1,131.20	

D6242	Pontic - porcelain fused to noble metal	\$1,200.00	
D6243	Pontic – porcelain fused to titanium and titanium alloys	\$1,280.00	
D6245	Pontic - porcelain/ceramic	\$1,644.80	
D6250	Pontic - resin with high noble metal	\$845.60	
D6251	Pontic - resin with predominantly base metal	\$845.60	
D6252	Pontic - resin with noble metal	\$845.60	
D6253	Provisional pontic - further treatment or completion of diagnosis necessary prior to final impression	\$840.00	
D6545	Retainer - cast metal for resin bonded fixed prosthesis	\$880.00	

D6740	Retainer crown - porcelain/ceramic	\$1,644.80	
D6750	Retainer crown - porcelain fused to high noble metal	\$1,644.80	
D6751	Retainer crown - porcelain fused to predominantly base metal	\$1,456.00	
D6752	Retainer crown - porcelain fused to noble metal	\$1,456.00	
D6753	Retainer crown - porcelain fused to titanium and titanium alloys	\$1,760.00	
D6780	Retainer crown - 3/4 cast high noble metal	\$1,456.00	
D6781	Retainer crown - 3/4 cast predominantly base metal	\$1,456.00	
D6782	Retainer crown - 3/4 cast noble metal	\$1,456.00	
D6783	Retainer crown - 3/4 porcelain/ceramic	\$1,456.00	
D6790	Retainer crown - full cast high noble metal	\$1,456.00	
D6791	Retainer crown - full cast predominantly base metal	\$1,456.00	
D6792	Retainer crown - full cast noble metal	\$1,456.00	
D6793	Provisional retainer crown - further treatment or completion of diagnosis necessary prior to final impression	\$796.00	
D6794	Retainer crown - titanium	\$1,760.00	
D6930	Re-cement or re-bond fixed partial denture	\$168.80	
D6950	Precision attachment	\$315.20	
D6980	Fixed partial denture repair necessitated by restorative material failure	\$456.00	
D6999	Unspecified fixed prosthodontic procedure, by report	\$240.00	
D7111	Extraction, coronal remnants - deciduous tooth	\$128.00	
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal)	\$355.20	
D7210	Extraction, erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated	\$390.40	
D7220	Removal of impacted tooth - soft tissue	\$411.20	
D7230	Removal of impacted tooth - partially bony	\$472.00	
D7240	Removal of impacted tooth - completely bony	\$518.40	
D7241	Removal of impacted tooth - completely bony, with unusual surgical complications	\$518.40	
D7250	Removal of residual tooth roots (cutting procedure)	\$363.20	
D7251	Coronectomy - intentional partial tooth removal	\$72.00	
D7280	Exposure of an unerupted tooth	\$659.20	
D7283	Placement of device to facilitate eruption of impacted tooth	\$540.00	
D7285	Incisional biopsy of oral tissue - hard (bone, tooth)	\$412.00	
D7286	Incisional biopsy of oral tissue - soft	\$334.40	
D7288	Brush biopsy - transepithelial sample collection	\$216.00	
D7295	Harvest of bone for use in autogenous grafting procedure	\$960.00	

D7310	Alveoloplasty in conjunction with extractions - four or more teeth or tooth	\$389.60	
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	spaces, per quadrant		
D7311	Alveoloplasty in conjunction with extractions - one to three teeth or tooth spaces, per quadrant	\$324.00	
D7320	Alveoloplasty not in conjunction with extractions - four or more teeth or tooth spaces, per quadrant	\$472.00	
D7321	Alveoloplasty not in conjunction with extractions - one to three teeth or tooth spaces, per quadrant	\$324.00	
D7410	Excision of benign lesion up to 1.25 cm	\$416.00	
D7411	Excision of benign lesion greater than 1.25 cm	\$416.00	
D7412	Excision of benign lesion, complicated	\$520.00	
D7413	Excision of malignant lesion up to 1.25 cm	\$416.00	
D7414	Excision of malignant lesion greater than 1.25 cm	\$416.00	
D7415	Excision of malignant lesion, complicated	\$520.00	
D7430	Excision soft tissue < 1.25cm	\$416.00	
D7431	Excision soft tissue > 1.25 Cm	\$416.00	
D7472	Removal of torus palatinus	\$743.20	
D7473	Removal of torus mandibularis	\$743.20	
D7510	Incision and drainage of abscess - intraoral soft tissue	\$289.60	
D7880	Occlusal orthotic device, by report	\$1,044.00	
D7881	Occlusal orthotic device adjustment	\$216.00	
D7922	placement of intra-socket biological dressing to aid in hemostasis or clot stabilization, per site	\$60.00	
D7951	Sinus augmentation with bone or bone substitutes via a lateral open approach	\$1,821.60	
D7952	Sinus augmentation via a vertical approach	\$720.00	
D7953	Bone replacement graft for ridge preservation - per site	\$2,420.00	
D7960	Frenulectomy - also known as frenectomy or frenotomy - separate procedure not incidental to another procedure	\$440.00	
D7970	Excision of hyperplastic tissue - per arch	\$630.40	
D7999	Unspecified oral surgery procedure, by report	\$240.00	
D8040	Limited orthodontic treatment of the adult dentition	\$3,742.40	
D8090	Comprehensive orthodontic treatment of the adult dentition	\$4,818.40	
D8999	Unspecified orthodontic procedure, by report	\$240.00	
D9110	Palliative (emergency) treatment of dental pain - minor procedure	\$117.60	
D9120	Fixed partial denture sectioning	\$232.00	
D9210	Local anesthesia not in conjunction with operative or surgical procedures	\$80.00	
D9215	Local anesthesia in conjunction with operative or surgical procedures	\$63.20	
D9222	deep sedation/general anesthesia – first 15 minutes	\$164.00	
D9223	Deep sedation/general anesthesia - each 15 minute increment	\$140.00	
D9230	Inhalation of nitrous oxide / analgesia, anxiolysis	\$76.00	

D9248	Non-intravenous conscious sedation	\$352.00	
D9310	Consultation - diagnostic service provided by dentist or physician other than requesting dentist or physician	\$142.40	
D9311	Consultation with a medical health care professional	\$120.00	
D9410	House/extended care facility call	\$0.00	
D9450	Case presentation, detailed and extensive treatment planning	\$156.00	

D9610	Therapeutic parenteral drug, single administration	\$116.80	
D9612	Therapeutic parenteral drugs, two or more administrations, different medications	\$140.00	
D9630	Drugs or medicaments dispensed in the office for home use	\$49.60	
D9910	Application of desensitizing medicament	\$64.80	
D9911	Application of desensitizing resin for cervical and/or root surface, per tooth	\$115.20	
D9930	Treatment of complications (post-surgical) - unusual circumstances, by report	\$204.00	
D9932	Cleaning and inspection of removable complete denture, maxillary	\$119.20	
D9933	Cleaning and inspection of removable complete denture, mandibular	\$119.20	
D9934	Cleaning and inspection of removable partial denture, maxillary	\$119.20	
D9935	Cleaning and inspection of removable partial denture, mandibular	\$119.20	
D9941	Fabrication of athletic mouthguard	\$360.00	
D9942	Repair and/or relines of occlusal guard	\$288.00	
D9943	Occlusal guard adjustment	\$63.20	
D9944	occlusal guard -- hard appliance, full arch	\$519.20	
D9945	occlusal guard -- soft appliance, full arch	\$519.20	
D9946	occlusal guard -- hard appliance, partial arch	\$519.20	
D9950	Occlusion analysis - mounted case	\$296.80	
D9951	Occlusal adjustment - limited	\$272.80	
D9952	Occlusal adjustment - complete	\$649.60	
D9970	Enamel microabrasion	\$429.60	
D9972	External bleaching - per arch - performed in office	\$0.00	
D9973	External bleaching - per tooth	\$0.00	
D9974	Internal bleaching - per tooth	\$0.00	
D9975	External bleaching for home application, per arch; Includes materials and fabrication of custom trays	\$0.00	
D9994	Dental case management - patient education to improve oral health literacy	\$0.00	
D9995	teledentistry -- synchronous; real-time encounter	\$0.00	
D9996	Teledentistry -- Asynchronous	\$0.00	
D9997	Dental Case Management -- patients with special health care needs	\$0.00	

D9999	Unspecified adjunctive procedure, by report	\$240.00	
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ATTACHMENT C
INSURANCE REQUIREMENTS

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or

Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

- **General Requirements Applicable to All Contractors' Insurance**

The following requirements apply to the **Contractor and to Subcontractor(s)** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

- The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.
- Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.
- Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Burnet County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Burnet County contract number and all endorsements by number.
- Insurance required under this Contract which names Burnet County as Additional Insured shall be considered primary for all claims.
- Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

- Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).
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- Specific Requirements

The following requirements apply to the **Contractor and Subcontractor(s)** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

- Workers' Compensation and Employers' Liability Insurance
 - Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
 - Employers' Liability limits are:
 - \$500,000 bodily injury each accident
 - \$500,000 bodily injury by disease
 - \$500,000 policy limit
 - Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Burnet County:
 - Waiver of Subrogation
 - Thirty (30) day Notice of Cancellation
- Commercial General Liability Insurance
 - Minimum limit: \$500,000 per occurrence for coverage A and B with a \$1,000,000 policy aggregate
 - The Policy shall contain or be endorsed as follows:
 - Blanket contractual liability for this Contract
 - Independent Contractor Coverage
 - The Policy shall also include the following endorsements in favor of Burnet County:
 - Waiver of Subrogation
 - Thirty (30) day Notice of Cancellation
 - Burnet County named as additional insured

Supplement Insurance Requirement: If child care, or housing arrangements for clients is provided, the required limits shall be:

\$1,000,000 per occurrence with a \$2,000,000 policy aggregate

- Business Automobile Liability Insurance
 - If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000* per occurrence
 - Policy shall also include the following endorsements in favor of Burnet County:

- Waiver of Subrogation
 - Thirty (30) day Notice of Cancellation
 - Travis County named as additional insured
- Professional Liability and/or E & O Insurance
 - Minimum Limit: \$1,000,000 per Occurrence
 - If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.
 - Additional insured status for Burnet County is not required

ATTACHMENT D
ETHICS SWORN DECLARATION

Date: _____

Name of Declarant: _____

Title of Declarant: _____

Business Name of Contractor: _____

County of Contractor: _____

Declarant on oath swears that the following statements are true and complete:

1. Declarant is authorized by Contractor to make this Sworn Declaration for Contractor.
2. Declarant is fully aware of the facts stated in this Sworn Declaration.
3. Declarant can read the English language.
4. Contractor has received the list of key contracting persons associated with this Agreement which is attached to this Sworn Declaration as Exhibit "1".
5. Declarant has personally read Exhibit "1" to this Sworn Declaration.
6. Declarant has no knowledge of any key contracting person on Exhibit "1" with whom Contractor is doing business or has done business during the 365-day period immediately before the date of this Sworn Declaration whose name is not disclosed in Exhibit "2" to this Sworn Declaration.

[illegible]

EXHIBIT 2, ATTACHMENT D

DISCLOSURE

Exhibit 2 acknowledges that Contractor is doing business or has done business during the 365-day period immediately prior to the date of execution of the agreement with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons.

If no one is listed above, Contractor warrants that Contractor is not doing business and has not done business with any Key Contracting Person during the 365-day period immediately prior to the date of execution of the agreement.

ATTACHMENT E
BUSINESS ASSOCIATES AGREEMENT

This Business Associate Agreement is made as of ("Effective Date"), by and between County of Burnet (the "Covered Entity") and Texas Mobile Dentists, Inc. d/b/a Enable Dental. ("Contractor" or "Business Associate"). Covered Entity and Contractor may be referred to individually as a "party" or collectively as the "parties."

Either prior to or contemporaneously with the execution of this Business Associate Agreement, Contractor and Covered Entity have entered into an agreement (the "Service Agreement") pursuant to which Contractor has been engaged to provide on-site dental services on behalf of Covered Entity.

- Obligations

In the course of providing these services to or on behalf of Covered Entity, Contractor acknowledges and agrees that it will either create, receive, maintain, access, or transmit

information that is protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Insurance Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"), and current and future regulations promulgated under HIPAA and/or the HITECH Act, as well as Texas laws related to the privacy and security of health information, including, but not limited to, Texas Health and Safety Code Chapters 181 and 182.

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To the extent that Business Associate uses, discloses, maintains, or transmits protected health information ("PHI") that concerns alcohol and substance abuse treatment, Business Associate acknowledges and agrees that:

- such information is protected by 42 C.F.R. Part 2 ("Part 2"), and Business Associate is bound by these regulations;
- Part 2 prohibits Business Associate from further disclosing such information unless disclosure is authorized by Part 2, Subparts D or E, or Business Associate obtains the written consent of the individual whose PHI is to be further disclosed; and
- if necessary, Business Associate will resist any effort to obtain access to such information by initiating judicial proceedings against the person or entity attempting to gain access in contravention of Part 2.

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Obligations of Business Associate and Business Associate Subcontractors. Business Associate agrees (and its Subcontractors will agree through the execution of a written contract) to comply with all of the provisions of this Section 1.3. For purposes of clarification, the obligations set forth in this Section shall apply to all of Business Associate's subcontractors (as that term is defined in 45 C.F.R. 160.103) and subcontractor's downstream subcontractors who create, receive, use, disclose, or have access to Covered Entity's PHI. Any reference to Business Associate in this Agreement includes all of Business Associate's subcontractors, directors, officers, employees, affiliates, agents, and representatives, as well as subcontractors' downstream subcontractors. Business Associate expressly acknowledges and agrees that it will be liable for the actions and omissions of its subcontractor(s) and its subcontractors' downstream subcontractors (collectively referred to as "Subcontractor" or "Subcontractors").

- *Use Reasonable Safeguards to Secure Protected Health Information.* The HITECH Act and final Omnibus Rule as published at 78 Federal Register 5566 (January 25, 2013) require Business Associate to comply with 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees that it will comply with those provisions of the Security Standards for the Protection of Electronic Protected Health Information (the "Security Rule"). Business Associate acknowledges and agrees that the provisions of the Security Rule with which it must comply require Business Associate to:

- employ appropriate administrative and physical safeguards, consistent with the size and complexity of Business Associate's operations, to protect the confidentiality of PHI and to prevent the use or disclosure of PHI in any manner inconsistent with the terms of this Business Associate Agreement. These safeguards will include, without limitation:

- implementing written policies and procedures in compliance with HIPAA, HITECH, and the Privacy and Security Rule;

- performing a security risk assessment; and

- regularly and adequately training its employees, and any Subcontractors who will have access to PHI on the policies and procedures required by HIPAA, HITECH, their implementing regulations, and state law.

- use, to the extent possible, commercially reasonable efforts to secure electronic protected health information ("EPHI") through technical safeguards that render such EPHI unusable, unreadable, and indecipherable to individuals unauthorized to acquire or otherwise have access to such EPHI. At a minimum, Business Associate will use technical safeguards that are compliant with 45 C.F.R. Section 164.312, or such later regulations or guidance promulgated by the U.S. Department of Health and Human Services ("HHS") or issued by the National Institute for Standards and Technology ("NIST") that concern the protection of identifiable data such as PHI.

- provide Covered Entity with a copy of its written information security program before execution of this Business Associate Agreement.

- *Use and Disclose Protected Health Information for Permissible Purposes.*

- Business Associate agrees that it will:

- use or disclose PHI only in connection with fulfilling its duties and obligations under this Business Associate Agreement and the Service Agreement;

- not use or disclose PHI other than as permitted by Section 2 of this Business Associate Agreement or as required by Section 1.3.3 of this Agreement; and

- not use or disclose PHI in any manner that violates applicable federal and state laws or would violate such laws if used or disclosed in such manner by Covered Entity.

- Business Associate may disclose PHI that is not protected by Part 2 to Subcontractors as necessary to perform its obligations under the Service Agreement and as permitted or required by applicable federal or state law.

- Under no circumstances will Business Associate:

- sell PHI in such a way as to violate Texas Health and Safety Code, Chapter 181.153;

- use or further disclose genetic information for underwriting purposes;

- attempt to re-identify any information in violation of Texas Health and Safety Code Section 181.151, regardless of whether such action would be permitted if performed by the Covered Entity; or

- use PHI for marketing purposes in such a manner as to violate Texas Health and Safety Code Section 181.152. Before Business Associate can sell, use, or disclose PHI for marketing purposes, Business Associate must first obtain Covered Entity's written consent.

- *Support Covered Entity in Fulfilling its Obligations.* If the Business Associate maintains a Designated Record Set (as defined in 45 C.F.R. 164.501), Business Associate will support Covered Entity in a manner that enables Covered Entity to meet its obligations under 45 C.F.R. Sections 164.524, 164.526, and 164.528. To the extent that Business Associate is asked to carry out Covered Entity's obligations under these sections, Business Associate will comply with the requirements that apply to Covered Entity in the performance of such obligations.

- Requests for Access (45 C.F.R. 164.524)

- Business Associate will provide Covered Entity with any PHI subject to an individual's request for access within three (3) business days of Covered Entity's written request for the same. Unless Covered Entity specifically requests otherwise, the PHI subject to the request will be forwarded in electronic form.

- In the event any individual requests access to PHI directly from Business Associate, Business Associate will forward such request to Covered Entity within two (2) business days. Before forwarding any PHI to Covered Entity, Business Associate will indicate in the Designated Record Set, any material it deems unavailable to the individual pursuant to 45 C.F.R. Section 164.524(a)(1). Covered Entity will make the final determination as to the availability of the requested material.

- Requests for Amendment (45 C.F.R. 164.526)

- Business Associate will provide Covered Entity with the PHI subject to an individual's request for amendment within five (5) business days of Covered Entity's written request for the same. Unless Covered Entity requests otherwise, the PHI subject to the request will be forwarded in electronic form.

- In the event any individual requests an amendment of PHI directly from Business Associate, Business Associate will forward such request to Covered Entity within two (2) business days. Before forwarding any PHI to Covered Entity, Business Associate will indicate in the Designated Record Set, any material it deems unavailable for inspection by the individual pursuant to 45 C.F.R. Section 164.524(a)(1). Covered Entity will make the final determination on the request.

(c) Business Associate will incorporate any amendment to PHI that Covered Entity directs or agrees to make no later than fifteen (15) days after Covered Entity requests the amendment be effected.

- Accounting of Disclosures (45 C.F.R. 164.528)

- In order to allow Covered Entity to respond to an individual's request for an accounting, Business Associate will provide Covered Entity with the information required by 45 C.F.R. Section 164.528 within five (5) business days of Covered Entity's written request for the same. Unless Covered Entity specifically requests otherwise, the information will be forwarded in electronic form.

- In the event any Individual requests an accounting of disclosure of PHI directly from Business Associate, Business Associate will forward such request to Covered Entity within two (2) business days.

- At a minimum, Business Associate will provide Covered Entity with the following information:

- the date of the disclosure;
- the name of the entity or person who received the PHI, and if known, the address of such entity or person;
- a brief description of the PHI disclosed; and
- a brief statement of the purpose of such disclosure.

- Business Associate will implement an appropriate recordkeeping process to enable it to comply with the requirements of this Subsection 1.3.4.

- *Keep Accurate and Detailed Records.* Business Associate will keep such accurate and detailed records pertaining to:

- all disclosures of PHI to third parties, including those made to Business Associate's directors, officers, employees, affiliates, agents, Subcontractors, and representatives, other than those disclosures that meet the exception criteria of 45 C.F.R. Section 164.528, for a period of at least six (6) years from the date of termination of this Agreement; and

- the written agreements it enters into with Subcontractors. Business Associate will provide Covered Entity with a copy of such agreements, upon request, and will also keep a written list of all Subcontractors to whom Business Associate discloses PHI.

- *Cooperate with Covered Entity and the Secretary.* Business Associate agrees that:

- Business Associate will submit such compliance reports, in such time and manner and containing such information, as the Secretary of HHS ("Secretary") may determine to be necessary to verify compliance with applicable HIPAA provisions.

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Business Associate will cooperate with the Secretary, if the Secretary undertakes investigations or compliance review of the policies, procedures, or practices of Covered Entity or Business Associate. Business Associate will also cooperate with Covered Entity if Covered Entity undertakes an audit to determine Business Associate's compliance with this Business Associate Agreement.

- Business Associate must permit access to the Secretary and Covered Entity, as applicable, during normal business hours to its facilities, books, records, accounts, and other sources of information, including PHI, in order for the Secretary or Covered Entity to ascertain Business Associate's compliance with HIPAA provisions or this Business Associate Agreement, respectively.

- Notwithstanding the foregoing, if the Secretary determines that exigent circumstances exist, such as when documents may be hidden or destroyed, Business Associate must permit access by the Secretary at any time and without notice.

- If any information required of the Business Associate is under the exclusive possession of any other agency, institution, or person and the other agency, institution, or person fails to furnish the information, the Business Associate must so certify and set forth what efforts it has made to obtain the information.

- Business Associate will provide Covered Entity with copies of all documents provided to the Secretary or other regulatory and accreditation authorities.

- In addition to Business Associate's obligations under Section 1.3.5(iii)(c), Business Associate will provide copies of any documents reasonably requested by Covered Entity. Documents will be made available to Covered Entity within fourteen (14) days of Covered Entity's request at no charge.

- *Enter into Business Associate Agreements with Subcontractors.*

- In accordance with 45 C.F.R. 164.314(a)(2)(B), Business Associate will enter into a signed written agreement with its Subcontractor(s), if any, that:

- Binds the Subcontractor to the same provisions, restrictions, and conditions as contained in this Business Associate Agreement;

- Contains reasonable assurances from Subcontractor that the PHI will be held confidential as provided in this Business Associate Agreement, and only disclosed as required by law or for the purposes for which it was disclosed to Subcontractor;

- Establishes the permitted and required uses and disclosures of PHI by the Subcontractor. The written agreement will not authorize the Subcontractor to use or further disclose PHI in a manner that would violate 45 C.F.R. Parts 160 and 164, Subparts A and E (the "Privacy Rule") or Part 2, if done by Covered Entity;

- Obligates Subcontractor to forward a request from an individual to Business Associate on the same day that Subcontractor receives such requests;

- Obligates Subcontractor to immediately notify Business Associate of any breaches (including breaches of unsecured PHI as required by 45 C.F.R. 164.410) of the confidentiality of the PHI and Security Incidents (as defined in 45 C.F.R. 164.304) of which it becomes aware; and

- Requires the Subcontractor to comply with the applicable requirements of HIPAA (including but not limited to the Security and Privacy Rule) as well as Texas Privacy provisions.

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Business Associate will provide Covered Entity with a copy of each such written agreement, upon request.

- *Survival.* The provisions of this Section 1.3 will survive the termination of this Business Associate Agreement

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Obligations of Covered Entity.

- *Resolve and Report All Appeals and Complaints.* Any denial of access or amendment to PHI, which is determined by Covered Entity and conveyed to Business Associate by Covered Entity, will be the sole responsibility of Covered Entity. Covered Entity will resolve, and report all appeals and/or complaints arising from such denials.

- Restrictions on the use and Disclosure of PHI

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Except as otherwise specified herein, Business Associate may use or disclose any PHI necessary to perform its obligations under the Service Agreement.

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Improper Uses and Disclosures.

- Neither Business Associate nor its directors, officers, employees, Subcontractors, or agents will disclose PHI to any person other than a member of their respective workforces, unless disclosure is required by law or authorized by the person whose PHI is to be disclosed.

- Business Associate and its Subcontractors will not disclose PHI to any member of its respective workforce unless Business Associate or Subcontractor has advised such member of Business Associate's obligations under this Business Associate Agreement, and of the consequences for such person and for Business Associate or such Subcontractor of violating them. Business Associate will take and will require that each of its Subcontractors and agents take appropriate disciplinary action against any member of its respective workforce who uses or discloses PHI in contravention of this Business Associate Agreement.

- If PHI is used or disclosed by Business Associate in violation of this Business Associate Agreement, Business Associate will:

- notify Covered Entity within the timeframe described in Section 4.4;

- upon Covered Entity's direction, take steps to mitigate any harmful effect that is known to Business Associate and is the result of such improper use or disclosure, and

- indemnify Covered Entity pursuant to Section 7 of this Business Associate Agreement.

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Minimum Necessary.

- Business Associate will comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure of Limited Data Sets.

- Business Associate acknowledges and agrees that Section 13405(b) of the HITECH Act requires Business Associate to limit its uses and disclosures of PHI to either:

- the information making up a Limited Data Set (as defined in 45 C.F.R. 164.514); or

- the minimum PHI necessary to accomplish the intended purpose of the use or disclosure.

- Reporting of Breaches, Security Incidents, and Improper Disclosures

Definition of Breach. The term "Breach," as used in this Agreement, refers to two (2) distinct types of breaches: a HIPAA Breach and a Breach of System Security.

- A "HIPAA Breach" is the unauthorized acquisition, access, use, or disclosure of PHI in a manner not permitted by HIPAA and which compromises the security or privacy of such information.

- A "Breach of System Security" means an unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information (as defined in Section 521.002 of the Texas Business and Commerce Code) maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.

Breach Reporting.

- In the event of a Breach of any Unsecured PHI (as defined in 45 C.F.R. 402) or sensitive personal information that Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds or uses on behalf of Covered Entity, Business Associate will provide notice of the Breach to Covered Entity immediately, but in no event more than three (3) days after discovering the Breach.

- For purposes of this Business Associate Agreement, a Breach of Unsecured PHI or sensitive personal information will be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate (including any person, other than the individual committing the Breach, who is an employee, officer, Subcontractor, or other agent of Business Associate, as determined in accordance with the federal common law of agency) or should have been known to Business Associate following the exercise of reasonable diligence.

- Business Associate will be liable to, and indemnify Covered Entity for, unreasonable delays in reporting Breaches to Covered Entity.

- Notice of a Breach will include, at a minimum:

- the identification of each individual whose PHI or sensitive personal information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach;

- the date of the Breach, if known, and the date the Breach was discovered;

- a description of the types of PHI or sensitive personal information involved (e.g., names, Social Security numbers, dates of birth, home addresses, or medical record numbers);

- a description of the Business Associate's response to the Breach, if any (i.e., what the Business Associate has done to investigate the Breach and to protect against future Breaches); and

- any other reasonable information requested by Covered Entity.

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Duties Following a Breach. In addition to Business Associate's obligations under Section 3.2, Business Associate has a duty to:

- inform Covered Entity of any new information learned by Business Associate regarding the Breach;

- assist Covered Entity in:

- conducting a risk assessment of the Breach;

- providing notice of the Breach as required by the Privacy and Security Rule;

- mitigating any harmful effect of such Breach, whether the harm is known by Business Associate to exist or merely directed by Covered Entity;

- pay all costs associated with mitigation and public or individual notice efforts (including the costs associated with a Subcontractor's breach); and

- appoint a liaison and provide contact information for same so that Covered Entity may ask Business Associate questions or learn additional information about the Breach.

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Reporting of Security Incidents and Improper Disclosures. Business Associate will report to Covered Entity any Security Incident, unauthorized or improper use or disclosure of any PHI under the terms and conditions of this Business Associate Agreement or applicable federal and state laws as soon as practicable, but in no event later than two (2) days of the date on which Business Associate becomes aware of such use or disclosure.

- Equitable Remedies

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Business Associate acknowledges and agrees that Covered Entity will suffer irreparable damage upon Business Associate's breach of this Business Associate Agreement, and that such damages will be difficult to quantify.

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Business Associate acknowledges and agrees that, where Covered Entity has knowledge of any material breach by Business Associate, Covered Entity may file an action for injunction against Business Associate to enforce the terms of this Business Associate Agreement. Such proceeding may be brought before any Court having jurisdiction to obtain an injunction.

- Business Associate acknowledges and agrees that Covered Entity may also pursue any other legal remedies available to Covered Entity to cure or stop such material breach.

- Term and Termination

- General Term and Termination. This Business Associate Agreement will become effective on the Effective Date of the Service Agreement and will terminate when all PHI provided by either party to the other or created or received by Business Associate on behalf of Covered Entity is, in accordance with Section 6, destroyed or returned to Covered Entity or, if it is not feasible to return or destroy PHI, protections are extended to such information, in accordance with the terms of Section 6 of this Business Associate Agreement.

- Termination for Material Breach.

- Where Covered Entity has knowledge of a material breach by Contractor, Covered Entity may terminate both the Service and Business Associate agreements it has executed with Contractor. Such termination may occur before the expiration of the Service Agreement and without provision of notice or an opportunity for Contractor to cure.

- Business Associate commits a material breach of this Agreement if Business Associate:

- knows of a pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of the Subcontractor's obligation under the contract or other arrangement, unless the Business Associate takes reasonable steps to cure the breaches or end the violation, as applicable;

- impermissibly uses or discloses PHI;
 - fails to provide Covered Entity with timely and accurate Breach notification;

- fails to provide timely access, either to Covered Entity, a requesting individual, or the requesting individual's designee, to a copy of PHI;

- fails to provide a timely and accurate accounting;
 - fails to timely disclose PHI where required by the Secretary;

- fails to fully comply with Texas law, the Security Rule, or the Privacy Rule; or

- otherwise fails to fully comply with this Business Associate Agreement.

- Alternatively, Covered Entity will have the right to cure any breach of Business Associate's obligations under this Business Associate Agreement.

- When Covered Entity chooses to exercise this right, Covered Entity will give Business Associate notice of its election to cure any such breach, and Business Associate will cooperate fully.

- Business Associate will compensate Covered Entity for the efforts Covered Entity undertakes to cure Business Associate's breach. Payment for such efforts will be made to Covered Entity within thirty (30) days.

- Return/Destruction of Protected Health Information upon Termination Business Associate acknowledges that, as between Business Associate and Covered Entity, all PHI will be and remain the sole property of Covered Entity, including any and all forms thereof developed by Business Associate or its Subcontractors in the course of fulfillment of its obligations pursuant to this Business Associate Agreement and the Service Agreement. Upon termination of the Business Associate Agreement or Service Agreement for any reason, Business Associate will:

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If feasible, return or destroy all PHI received from, or created or received by Business Associate on behalf of Covered Entity that Business Associate or any of its directors, officers, employees, affiliates, Subcontractors, agents, and representatives still maintain in any form; or

- Business Associate agrees that all paper, film, or other hard copy media will be shredded or destroyed such that it may not be reconstructed, and EPHI will be purged or destroyed as set forth in the NIST Guidelines for media sanitization at <http://www.csrc.nist.gov/>.

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If Covered Entity and Business Associate mutually determine that such return or destruction is not feasible, Business Associate's will:

- continue to use appropriate safeguards and comply with the Security Rule (45 C.F.R Part 164, Subpart C), with respect to EPHI;

- extend the conditions of Section 2 of this Business Associate Agreement to all PHI retained by Business Associate;

- further limit the uses and disclosures of PHI to those purposes that that make the return or destruction of the PHI infeasible (i.e., for the purposes for which such PHI was maintained); and

- return or destroy the PHI retained as soon as it is no longer needed by Business Associate for the purposes that made the return or destruction of the PHI infeasible.

- Indemnification Business Associate will indemnify, defend and hold harmless Covered Entity and its directors, officers, employees, affiliates, agents, and representatives from and against any and all actions, claims, costs (including court costs and attorneys' fees), demands, suits, penalties, proceedings, losses and liabilities of any kind, arising from or relating to the acts or omissions of Business Associate or any of its directors, officers, employees, affiliates, agents, Subcontractors, and representatives in connection with Business Associate's performance under this Business Associate Agreement, without regard to any limitation or exclusion of damages provision otherwise set forth in the Business Associate or Service Agreement. The indemnification provisions of this Section 6 will survive the termination of this Business

Associate Agreement and will apply when actions, claims, demands, or proceedings are brought by a third party or when Business Associate commits a material breach of this Agreement, as described in Section 5.2.1.

- **Amendment.** If any of the rules or regulations promulgated under HIPAA or state law are amended or interpreted in a manner that renders this Business Associate Agreement inconsistent therewith, Covered Entity may, on thirty (30) days written notice to Business Associate, amend this Business Associate Agreement to comply with such amendments or interpretations. Business Associate agrees that it will amend applicable Subcontractor agreements as necessary to comply with changes in laws or regulations.

- **Assignment.** This Agreement may be assigned to any affiliate or successor of the Covered Entity. Notwithstanding the foregoing, no assignment of this Business Associate Agreement or the rights and obligations hereunder will be valid without the prior written consent of the non-assigning party.

- **Conflicting Terms and Requirements.** In the event any terms of this Business Associate Agreement conflict with any terms of the Service Agreement, the terms of this Business Associate Agreement will govern and control. In the event of any conflict between this Business Associate Agreement and federal or Texas law, the more stringent requirements will govern.

11. **Additional Documents.** Each of the parties hereto agrees to execute any document or documents that may be requested from time to time by the other party to implement or complete such party's obligations pursuant to this Business Associate Agreement or law.

12. **Entire Agreement.** This Business Associate Agreement, including any exhibits or addenda identified and incorporated by reference herein, contains the entire understanding of the parties and supersedes any prior written or oral agreements or understandings among them concerning the subject matter set forth above. There are no representations, warranties, covenants, promises, agreements, arrangements, or understandings, oral or written, express or implied among the parties hereto relating to the subject matter set forth above which have not been fully expressed herein.

13. **Governing Law and Venue.** This Business Associate Agreement will be construed and governed according to the laws of the State of Texas, without giving effect to its conflict of laws provisions. Venue for any dispute relating to this Agreement will be in Travis County, Texas.

14. **Independent Contractor Status.** In performing Business Associate's responsibilities pursuant to this Business Associate Agreement, it is understood and agreed that Business Associate is all times acting as an independent contractor and that Business Associate is not a partner, joint-venturer, agent, or employee of the Covered Entity. It is expressly agreed that Contractor will not for any purpose be deemed to be an agent, ostensible or apparent agent, or servant of the Covered Entity, and the parties agree to take any and all such action as may be reasonably requested by the Covered Entity to inform the public and others utilizing the professional services of Business Associate of such fact.

15. **Interpretation.** Any ambiguity in this Agreement will be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with applicable law.

16. **Non-Waiver.** No waiver by either of the parties hereto of any failure by the other party to keep or perform any provision, covenant or condition of this Business Associate Agreement

will be deemed to be a waiver of any preceding or succeeding breach of the same, or any other provision, covenant, or condition.

17. No Third Party Beneficiaries. This Business Associate Agreement is not intended to benefit any third person or entity, nor will anyone not a party to this Business Associate Agreement be able to enforce or recover any right or remedy hereunder.

18. Notices. Any notice to a party hereto pursuant to this Business Associate Agreement will be given in writing in the manner and at the address set forth in the Service Agreement for notice. Notice will be effective upon delivery.

19. Parties Bound. This Business Associate Agreement and the rights and obligations hereunder will be binding upon and inure to the benefit of the parties and their permitted assigns. This Business Associate Agreement will also bind and inure to the benefit of any successor of Covered Entity by sale, merger, or consolidation.

20. Severability. The sections, paragraphs and individual provisions contained in this Business Associate Agreement will be considered severable from the remainder of this Agreement and in the event that any section, paragraph, or other provision should be determined to be unenforceable as written for any reason, such determination will not adversely affect the remainder of the sections, paragraphs, or other provisions of this Agreement. It is agreed further, that in the event any section, paragraph or other provision is determined to be unenforceable, the parties will use their best efforts to reach agreement on an amendment to the Agreement to supersede such severed section, paragraph, or provision.

IN WITNESS WHEREOF, the parties have signed this Business Associate Agreement to be effective as of the date set forth above.

TEXAS MOBILE DENTISTS d/b/a ENABLE DENTAL

By: _____

Name: _____

Title: _____

Address: _____

COUNTY OF Burnet
f

By: _____

Name: _____

Title: _____

Address: 220 South Pierce
 Burnet, Texas
 78611



Service Maintenance Agreement

The Brandt Companies, LLC
19001 N. Heatherwilde Blvd., STE 120
Pflugerville, TX 78660
(512) 491-9100

Jake Avanzato
Service Account Manager
jake.avanzato@brandt.us
512-364-9164

Brandt Office Locations:

Austin: 19001 N. Heatherwild Blvd., Pflugerville, TX 78660, 512.491.9100, TACLA30430C/TECL20109/M41312
Dallas: 1728 Briercroft Ct., Carrollton, TX 75006, 972.395.6000, TACLA19981C/TECL20109/M40211
Fort Worth: 1001 NE Loop 820 Ste 300, Fort Worth, TX 76131, 817.626.0033, TACLA64706R/TECL20109/M40211
Houston: 8848 N Sam Houston Pkwy W, Houston, TX 77064, 832.714.3200, TACLA15221C/TECL20109/M40245
San Antonio: 6023 Corridor Pkwy, Ste 100, Schertz, TX 78154, 210.599.6120 TACLA18441C/TECL20109/M41312
Waco: 8175 Robinson Industrial Park Dr., STE 1, Robinson, TX 76706, 254.772.1693 TACLA26979C/TECL20109/M40211

SERVICE MAINTENANCE AGREEMENT

Proposal Date June 05, 2024

Proposal Number P-20240605-0056

Bill to:

Service Location:

Richard Gumbert
Burnet County
101 Buchanan Dr. Ste 4, PO Box 1369
Burnet, TX 78611

Richard Gumbert
Burnet County Courthouse
220 S Pierce St
Burnet, TX

We are pleased to offer this proposal to provide the following Service Maintenance Agreement :

Maintenance and Inspection

The Brandt Companies, LLC is pleased to submit the following preventive maintenance proposal pertaining to the specific mechanical equipment at the above referenced site.

Schedule preventive maintenance will be performed on the equipment outlined as per the attached scope pages . Upon completion of each visit, a Brandt operational log form will be completed on each unit, which will detail the operating performances.

Industry standard recommended preventive maintenance procedures will be adhered to as listed in our scope of work of this proposal.

Your investment for this service is as follows:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Total Annual Price	\$7,032.00	\$7,173.00	\$7,317.00

Your payment options will be as follows:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
☐ Annual Payment	\$7,032.00	\$7,173.00	\$7,317.00
☒ Quarterly Payment	\$1,758.00	\$1,793.25	\$1,829.25
☐ Semi-Annual Payment	\$0.00	\$0.00	\$0.00

Upon acceptance, Brandt shall furnish service effective June 01, 2024. This Agreement shall continue for a term of 1 Year years from said date and shall be automatically renewed for each successive term unless canceled in writing. This contract is subject to a price revision upon the renewal date. The revision will be based on the current Consumer Price Index (CPI).

If this proposal is acceptable, please sign below and return by email to jake.avanzato@brandt.us with a purchase order, if needed.

A signed acceptance must be received prior to our commencing work. Our terms are net ten days from the invoice date, and past due after thirty days.

This proposal is valid for 30 days.

CUSTOMER ACCEPTANCE

Accepted by: _____
Name: _____
Title: _____
Company: _____
Date: _____
PO Number: _____

THE BRANDT COMPANIES, LLC

Accepted by: _____
Name: _____
Title: _____
Date: _____

Remit To: The Brandt Companies, LLC, P.O.Box 844081, Dallas, TX 75284-4081 - Tax EIN: 37-1652957

☐ **Full Service Maintenance Agreement (FM)**

Full Service Maintenance Agreement coverage provides for all labor, parts, and material associated with maintaining and repairing the equipment identified in this agreement. This agreement assumes that the equipment listed is in good running, maintainable condition and eligible for coverage under a Full Maintenance Agreement. Should specific maintenances become required by a manufacturer or government entity, which are not covered as part of this agreement the customer shall allow Brandt to perform such work at agreed upon price. If on the first inspection, repairs are required, a proposal for repairs will be submitted for owner's approval. If these repairs are declined, the subject equipment may be removed from the Full Maintenance Agreement coverage at the discretion of Brandt; the price of the agreement will be adjusted accordingly. The proposal indicates the number of inspections Brandt is Agreementually obligated to; however, if additional inspections are required, they will be made as Brandt sees fit.

☒ **Maintenance & Inspection Agreement (M&I)**

A Maintenance & Inspection Agreement provides early detection of problematic operating conditions to avoid costly repairs and equipment failures along with industry standard recommended maintenance functions. All labor, parts, and materials associated with repairing the equipment will be charged to the owner as an additional charge as a separate invoice from the Agreement invoice.

Services Included:

☒ Mechanical Systems	☐ Backflow Preventer Testing	☐ Control Calibration
☐ Filter Service	☐ Infrared Testing	☐ Preferred Customer Billing Rate
☐ Vibration Analysis	☐ Drain Maintenance	☐ Other:
☐ Automation	☐ Eddy Current Testing	☐ Other:

With respect to Service Agreement agreements:

The Brandt Companies, LLC agrees to:

- * Regularly inspect the equipment at intervals as indicated on the specific equipment schedule attached here as "schedules."
- * Furnish customer with a copy of the Service Technician's report indicating what repairs, if any, are necessary resulting from each inspection.
- * Improve or repair the equipment upon proper authorization from the customer. Labor and materials will be charged at Brandt's rate of charge in effect at the time the work is performed.
- * In the case of Full Service Maintenance Agreements, Brandt will perform repairs at no additional cost. Determination as to the type of repair or replacement of any equipment or part thereof shall be made in accordance with Brandt's judgment.
- * Instruct the customer in the operation of equipment to provide for greatest operating efficiency.
- * Provide the customer with preferential service over regular service activity.
- * Complete operating log form for Agreement covered equipment and present to owner.

Customer agrees to:

- * Operate the subject equipment in accordance with Brandt's instructions and manufactures recommendations.
- * Promptly notify Brandt of any unusual operating conditions.
- * If Full Service Maintenance Agreement is selected, permit only Brandt to work on the subject equipment.
- * Provide access to all equipment during normal working hours.
- * Perform additional maintenance when needed as outlined by manufacture.

Service Agreement does not include coverage of the following:

- * Equipment cabinets.
- * Ductwork and air distribution devices.
- * Water supply and drain beyond the subject equipment.
- * Repair or replacement of heat exchangers in gas fired furnaces and duct heaters.
- * Repair or replacement of metal tubes in condensers, chiller, boilers or any other heat exchanger.
- * Moving or relocation of the subject equipment.
- * Repairs due to freezing.
- * Work made necessary by the enforcement of government codes, building and union regulations or as recommended by insurance companies.
- * Damage of any kind due to corrosion, erosion, electrolytic actions, acts of God, power failure, vandalism, or any other cause whatever beyond the control of Brandt.
- * Electrical components associated with the equipment including: starters, disconnect switches, fuses, circuit breakers, and electrical wiring not specifically identified within the scope of work.
- * Water treatment.
- * Piping systems of any nature.
- * Refrigerant is not included in this agreement and will be billed separately.
- * Factory installed controls panels and starters that become obsolete and require manufacture upgrade.

**SERVICE MAINTENANCE
AGREEMENT
GENERAL TERMS & CONDITIONS**

Brandt's Service Maintenance Proposal P-20240605-0056 ("Proposal") is conditioned upon the following terms and conditions, which are incorporated by reference and, together with the Proposal, form the Contract between the parties:

- 1 Term. The commencement date of this Contract is June 01, 2024. This Contract shall continue for a period of 1 Year year(s) from the commencement date and, if so indicated in the Proposal, shall be automatically renewed for each successive year unless cancelled in writing by either party.
- 2 Cancellation. This Contract may be cancelled by either party upon thirty (30) day written notice. In the event of cancellation by the Customer, Brandt reserves the right to invoice and be paid for work performed thru cancellation date.
- 3 Insurance. So long as any of the Work remains to be completed, Brandt shall, at Brandt's sole cost and expense, carry and maintain in full force and effect, the following insurance coverages:
 - (A) Workers' compensation insurance coverage on all individuals employed upon or about the Property according to the requirements of the laws of the State of Texas;
 - (B) General liability insurance coverage with the limits maintained by Brandt at the time of this Proposal (which are: \$1M each occurrence; \$1M personal/advertising injury; \$10M general aggregate; \$2M products/completed operations aggregate; \$10,000 medical expense (any one person)).The policies will be issued by companies reasonably acceptable to Customer. In the event of any covered loss, or upon Customer's reasonable request, Brandt shall deliver to Customer copies of the insurance policies. Brandt and Customer mutually agree to a waiver by their respective insurer(s) of any and all rights to subrogation.
- 4 Warranty. Brandt shall furnish to Customer all manufacturers' parts and equipment warranties received by Brandt. For a period of one (1) year from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in parts or materials supplied by Brandt that are not covered under a manufacturer's warranty and that are adversely affecting the performance of the equipment installed by Brandt, if any. Brandt warrants to Customer that all labor performed or provided shall be performed by licensed personnel, if required by applicable law, and will be performed in a good workman like manner. For a period of ninety (90) days from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in workmanship that is adversely affecting the performance of the equipment installed by Brandt, if any.
- 5 Service Covenants
Brandt will:
 - (a.) Regularly inspect the Equipment at intervals as specified in the Scope of Work
 - (b.) Furnish Customer with a written copy of the Service Technician's report indicating what repairs, if any, are necessary resulting from each inspection;
 - (c.) Improve or repair the Equipment upon proper written authorization from Customer;Customer will:
 - (a.) Operate the Equipment in accordance with Brandt's and manufacturer's instructions;
 - (b.) Perform all manufacturer-recommended maintenance (including, but not limited to, teardown) and provide verification of performance of this maintenance upon Brandt's reasonable request;
 - (c.) Promptly notify Brandt of any unusual operating conditions;
 - (d.) Permit only Brandt personnel or Brandt's designated subcontractors to repair or maintain the Equipment; and
 - (e.) Provide reasonable access to all Equipment during normal working hours and after hours in the case of an emergency repair.
- 6 General Limitations on Scope of Work. Notwithstanding any other provision to the contrary in this Contract, including the incorporated Proposal, the Mechanical Service scope excludes:
 - (a.) Maintenance or repair of Equipment cabinets;
 - (b.) Ductwork and air distribution devices;
 - (c.) Water supply or drain beyond the Equipment;
 - (d.) Repair or replacement of heat exchangers in gas fired furnaces and duct heaters;
 - (e.) Repair or replacement of metal tubes in condensers, chiller, boilers or any other heat exchanger;
 - (f.) Moving or relocation of the subject equipment;
 - (g.) Repairs due to freezing;
 - (h.) Work made necessary by the enforcement of government codes, building and union regulations or as recommended by insurance companies;
 - (i.) Damage of any kind due to corrosion, erosion, electrolytic actions, acts of God, power failure, vandalism, or any other cause whatsoever beyond the control of Brandt;
 - (j.) Electrical components associated with the Equipment including: disconnect switches, fuses, circuit breakers, and electrical wiring not specifically identified within the scope of work;
 - (k.) Water treatment; and
 - (l.) Piping systems of any nature.

**SERVICE MAINTENANCE
AGREEMENT
GENERAL TERMS & CONDITIONS**

- 7 **Hoisting/Rigging Operations.** Prior to the use of heavy commercial hoisting or rigging equipment that could potentially cause damage to the Property or injury, Brandt will notify Customer in writing and shall not proceed without Customer's prior written consent. While all precautions will be exercised to protect Customer's Property, Brandt will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, except to the extent that the damage is caused by Brandt's gross negligence or willful misconduct.
- 8 **Work Hours.** Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00 am to 5:00 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, Customer agrees to pay the Brandt's standard overtime charge rates.
- 9 **Payments.** Customer agrees to pay Brandt all sums due with respect to this Proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by Brandt within thirty (30) days following billing, such payment shall be considered past due. Beginning with the thirty-first (31st) day following billing, such payment shall bear interest at the maximum rate allowable by law until payment is received. If default is made in the payment of any sums due hereunder and it becomes necessary that this Contract be placed in the hands of an attorney for collection, Customer agrees to pay to Brandt all costs of collection, including reasonable attorney's fee. Brandt shall have the right to cancel this Contract at any time, upon five (5) business days' written notice, if payments as called for herein are not made.
- 10 **No Liability from System Design or Existing Equipment Installation.** Unless Brandt was the engineer of record for the existing system design under a prior and separate construction/design-build contract or system design is expressly included within the scope of the Proposal (and, in either case, to the extent of that design), Customer acknowledges and stipulates that Brandt did not select, advise Customer regarding, engineer, design or install the system, equipment or any component part thereof to be maintained under this Contract. Accordingly, Brandt shall not be liable in any capacity, under any theory of recovery for any claims or damages related to or originating from prior or existing defects, deficiencies, injuries, or damage (whether to the system, equipment or Property) associated therewith or as a result of prior ineffective maintenance. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery in accordance with the terms of the Contract.
- 11 **No Liability for Incidental Microbiological Growth/Mold.** Customer acknowledges that the Heating, Ventilation, and Air-Conditioning equipment and systems repaired or serviced as a part of this Contract may, under certain conditions, become conducive to or incidentally support microbiological growth. Brandt assumes no liability for nor warrants its work to protect against, eliminate or inhibit any type of incidental microbiological growth including, but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery and to take measures to discourage such growth as required and in accordance with the terms of the Contract.
- 12 **Limitation of Damages for Breach of Contract.** The full extent of Brandt's liability and Customer's exclusive remedy for damages from any breach of this Contract, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Contract fee of the current year.
- 13 **Mutual Waiver of Consequential and Punitive Damages.** Notwithstanding any other provision to the contrary, Brandt and Customer mutually waive all claims against each other for any and all consequential/special/indirect/incidental and, to the extent allowable by law, all punitive/exemplary damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to, damages incurred for rental expenses, loss of use, lost revenue or profit, lost opportunity, loss of goodwill, loss of management or employee productivity, cost of capital, and cost of substitute facilities, services or goods regardless of the foreseeability of such damages.
- 14 **Indemnity.** TO THE FULLEST EXTENT PERMITTED BY LAW, TO THE PROPORTIONATE EXTENT OF CUSTOMER'S AND BRANDT'S RESPECTIVE NEGLIGENCE AND EXCEPT AS OTHERWISE LIMITED HEREIN, CUSTOMER AND BRANDT AGREE TO INDEMNIFY, DEFEND, AND HOLD ONE ANOTHER AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, ASSIGNS, SUCCESSORS AND EMPLOYEES HARMLESS AGAINST ALL CLAIMS AND DAMAGES, LOSSES AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES) ARISING OUT OF OR RELATED TO THE PERFORMANCE OF THIS CONTRACT. NOTWITHSTANDING THE FOREGOING PROVISION, THIS INDEMNITY IS SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTIONS 10-13 ABOVE.
- 15 **Hazardous Materials.** If Brandt encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous materials on the Property, Brandt will immediately stop work and report in writing the evidence of such to Customer. Brandt will not resume work in the affected area until the hazardous material has been removed or determined harmless by a qualified laboratory at Customer's expense.
- 16 **Dispute Resolution and Governing Law.** This Contract shall be interpreted and construed according to the laws of the State of Texas. Any disputes arising out of or related to this Contract will be resolved by agreement through a meeting of executive representatives of each party. If no resolution can be reached, the dispute will be resolved through binding arbitration before an arbitrator experienced in construction law and according to the rules promulgated by the American Arbitration Association. The parties agree that the arbitration will be commenced within sixty (60) days of occurrence of the meeting of executive representatives. This Contract shall be governed by the laws of the State of Texas without regard to conflicts of laws principles.
- 17 **Property Manager.** If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to enter into all of the terms of this Contract including, without limitation, the authority to waive claims for and recovery of consequential (special/indirect/incidental) and punitive damages on behalf of the property owner as well as for itself.
- 18 **Entire Agreement.** This Contract constitutes the entire agreement and is not assignable by either party without the express written consent of the other party. This Contract may be modified or amended only by written agreement of both parties.

[illegible]

Preventative Maintenance Inspection:

Complete operating log and record operating temperatures, pressure, voltage and amperages.
Check operating controls.
Check refrigerant charge.
Check compressor oil levels, pressure and temperature.
Check operation of crankcase heater.
Check condenser coils.
Check fan blades.
Visually check for oil and refrigerant leaks.
Review operating log with operator, instruct and advise troubleshooting techniques.
Log operation of equipment.

Annual Maintenance Inspection:

Check oil level.
Perform oil analysis on each refrigerant circuit.
Test and calibrate all safety and operating controls.
Meg compressor motor and record for Owner records.
Leak test machine.
Tighten all electrical connections.
Check and calibrate superheat and sub-cooling for each refrigerant circuit.
Check condenser fan motors and lubricate.
Check condenser coils.
Check refrigerant level.
Log operation of equipment.

Options / Clarifications:

Annually	Condenser coil cleaning
Select Freq.	
Select Freq.	
Select Freq.	
Select Freq.	
Select Freq.	
Select Freq.	

Actual maintenance functions will vary due to difference in equipment because of age, type and manufacturer. Task listed above will be performed as applicable to the equipment and agreed scope of work.

Proposal Number P-20240605-0056

Accepted by: _____

Preventative Maintenance Inspection:

Lubricate pump bearings per manufacturer's recommendations.
Lubricate motor bearings per manufacturer's recommendations.
Check suction and discharge pressures.
Check mechanical seal for visual leaks.
Check motor voltage and amperage.
Check motor operating conditions.
Check electrical connections and contactors.
Operate pumps and check operation
Log operation of equipment.

Options / Clarifications:

Annually Check alignment
Select Freq.
Select Freq.
Select Freq.

Actual maintenance functions will vary due to difference in equipment because of age, type and manufacturer. Task listed above will be performed as applicable to the equipment and agreed scope of work.

Proposal Number P-20240605-0056

Accepted by: _____

Preventative Maintenance Inspection:

Check main burner flame
Minor adjust to flame
Check pilot flame
Check gas valve
Check igniters
Check linkages
Check motor amperage if applicable
Check water or steam pressures
Check operating controls
Log operation of equipment. Provide copy to customer.

Options / Clarifications:

Annually	Open Boiler Waterside and Clean
Annually	Open Boiler Fireside and Clean
Annually	Clean Main Burner
Annually	Clean Pilot Assembly
Annually	Clean Heat Exchanger
Annually	Inspect the Venting System for Obstruction, Leakage and Corrosion
Annually	Check and Calibrate Safety Controls
Annually	Record Flue and Stack Gases

Actual maintenance functions will vary due to difference in equipment because of age, type and manufacturer. Task listed above will be performed as applicable to the equipment and agreed scope of work.

Proposal Number P-20240605-0056

Accepted by: _____

STATE OF TEXAS §
 §
COUNTY OF BURNET §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN BEXAR COUNTY AND BURNET COUNTY
FOR JAIL SERVICES**

This Inter-local Agreement is entered into by and between BURNET County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "**BURNET**," and **BEXAR COUNTY**, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "**BEXAR**."

WITNESSETH

WHEREAS, TEXAS GOVERNMENT CODE, Chapter 791, authorized local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, pursuant to TEXAS CODE OF CRIMINAL PROCEDURE Article 104.002, a county may transfer prisoners to another county for safekeeping, and will be liable for the expenses incurred in the safekeeping of the prisoner; and

WHEREAS, such a consolidated effort for the housing and care of certain incarcerated inmates are in each party's best interest and that of the public and this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, **BURNET** and **BEXAR** are local governments as defined in the TEXAS GOVERNMENT CODE, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, **BURNET** and **BEXAR** specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

NOW THEREFORE, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

ARTICLE I
TERM AND EFFECTIVE DATE

1. **TERM**: This Agreement shall be effective upon execution by both parties and shall be effective for one (1) year.
2. **RENEWAL**: This Agreement will automatically renew three (3) additional one (1) year periods. **BURNET** shall provide sixty (60) day notice of any change to the per diem rate for detention services for subsequent terms.
3. **TERMINATION**:
 - A. This Agreement may be terminated without cause at any time at the option of either **BURNET** or **BEXAR** upon the giving of sixty (60) days written notice to the other party in the manner and form provided for herein. The Notice is effective if sent by either the County Judge or the Sheriff. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the sixty (60) day period occurs.

- B. This Agreement is also subject to termination upon the occurrence of an event that renders performance hereunder by **BURNET** impracticable or impossible, such as severe damage or destruction of **BURNET's** facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of **BEXAR** inmates.

ARTICLE II

DETENTION SERVICES

For the purposes and consideration herein stated and contemplated, **BURNET** shall provide the following necessary and appropriate services for **BEXAR** to the maximum extent authorized by this Agreement, without regard to race, religion, color, age, sex, or national origin; to-wit:

1. **PURPOSE:** **BURNET** shall provide housing and food to inmates presented by **BEXAR** who meet the following minimum criteria (as determined by the **BURNET** County Sheriff or his designee):
 - A. Inmate must be at least 18 years of age;
 - B. Inmate must be of good general health; and
 - C. Inmate with serious institutional behavior history (as defined by the **BURNET** disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days will not be accepted.
2. **HOUSING AND CARE OF INMATES:** **BURNET** will confine inmates and give them reasonable and humane care and treatment, consistent with the constitutionally acceptable standards, Texas Commission on Jail Standards and other express provisions in this Agreement. **BURNET** will provide, as set out herein, for inmate's physical needs, retain them in safe custody, supervise them, maintain proper discipline and control, make certain inmates receive no privileges except those generally afforded other inmates and that the judgments and orders of the committing court and Board of Parole and Post-Prison Supervision are faithfully executed.
3. **NON-EMERGENCY MEDICAL SERVICES:**
 - A. The per-day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by **BURNET** or contracted on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. Routine medical services will be provided in accordance with **BURNET's** health services plan as required by Texas Administrative Code, Title 37, Part 9, Chapter 273, Rule 273.2.
 - B. The per-day rate does not cover medical/health care services provided outside of **BURNET's** facility or by other than **BURNET** facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. In the case of non-emergency medical services not covered by the per-day rate as described in section 3(A), **BURNET** shall obtain prior approval from **BEXAR**. **BEXAR** will not pay **BURNET** for any non-emergency medical services for which it did not provide prior approval. **BURNET** will advise **BEXAR's** Designated Representative of any information requested by **BEXAR** to help **BEXAR** determine if the inmate should be transported back to Bexar County to receive the medical services and/or treatments.
4. **OFF-SITE SERVICES/EMERGENCY MEDICAL SERVICES:** In the event of a medical emergency or a life threatening medical situation, **BURNET** shall proceed immediately with necessary medical treatment. **BEXAR COUNTY** Sheriff or designee shall be informed of any **BEXAR** inmates receiving emergency medical care, including but not limited to hospitalizations, that results in off-site services as soon as practicable after the service occurs (not more than 1 working day). **BURNET** will assist **BEXAR** to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. **BEXAR** may elect to retake and return to **BEXAR** physical custody of an inmate to manage costs and utilization of services unless emergency care of the inmate is required.
5. **OFF-SITE BILLING:** This Agreement provides **BURNET** with the authority to arrange for the off-site provider to bill **BEXAR** for the costs of hospitalization and/or medical care for any **BEXAR** inmate. In the event direct billing is unavailable, **BEXAR** shall reimburse **BURNET** in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** **BEXAR** agrees to provide **BURNET** with a copy of each inmate's medical,

dental, and mental health record(s) for the purposes of continuity of care. **BURNET** agrees to maintain a confidential record of the health care of each inmate. **BEXAR** shall ensure that these records are provided no less than 24 hours prior to the inmate's arrival at the **BURNET** County Jail. A copy of each inmate's record shall be returned to **BEXAR** at the time each **BEXAR** inmate is returned. The Parties will comply with all of the applicable Health Insurance Portability and Accountability requirements, Texas Health and Safety Code Section 181, et. seq, and all other laws and regulations that pertain to the privacy of medical records and medical information.

7. **MEDICAL INVOICES:** Except as discussed in 3(B), and as provided in Texas Attorney General Opinions DM-225 and DM-380, **BEXAR** shall reimburse **BURNET** monthly for actual costs spent for medical services of all **BEXAR** inmates, other than routine medical services included in the per-day rate, subject to the submission of appropriate supporting documentation. **BURNET** shall provide **BEXAR** with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from **BEXAR**, **BURNET** will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** **BURNET** agrees to allow periodic inspections of the facilities by **BEXAR** law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to **BEXAR** upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** **BEXAR** is solely responsible for the transportation of inmates between the **BURNET** County Jail and the **BEXAR** Facility. **BURNET** agrees to provide ambulance and other transportation for **BEXAR** inmates to and from local off-site medical facilities and will invoice **BEXAR** in accordance with Article 2, Section 7.
11. **COURT APPEARANCES:** **BEXAR** shall be responsible for the transportation of **BEXAR** inmates to/from **BURNET** Jail. **BEXAR** will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in **BEXAR** County.
12. **TRANSPORTATION To TDCJ:** **BEXAR** is responsible for the transport of **BEXAR** inmates to the Texas Department of Criminal Justice, Institutional Division.
13. **GUARD SERVICE:** **BURNET** will provide guard services as requested or required by the circumstances or the law for inmates admitted or committed to an off-site medical facility at the rate of \$40 per hour/per guard (minimum 2 guards per transport). **BURNET** shall provide **BEXAR** with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
14. **SPECIAL PROGRAMS:** The per day rate set out in this Agreement covers basic custodial care and supervision and does not include special educational, vocational or other programs provided to inmates in **BURNET**'s facilities. The parties may contract by written agreement to the provision of special programs.
15. **LOCATION AND OPERATION OF FACILITY:** **BURNET** shall provide the detention services described herein at the **BURNET** County Jail located in **BURNET**, Texas.
16. **ADMITTING AND RELEASING:** **BEXAR** shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the **BURNET** County Jail. **BURNET** shall be responsible for the admitting and releasing of inmates placed in **BURNET**'s facility. **BURNET** will maintain records of all such transactions in a manner agreed upon by **BURNET** and **BEXAR** provide such records to **BEXAR** upon request.
17. **RETURN OF INMATES TO BEXAR:** Upon demand by **BEXAR**, **BURNET** will relinquish to **BEXAR** physical custody of any inmate. Upon request by **BURNET**, **BEXAR** will resume custody of any inmate so requested within two (2) calendar days, or unless a different time is agreed upon by both parties.

ARTICLE III **FINANCIAL PROVISIONS**

1. **TOTAL-NOT-TO-EXCEED AMOUNT:** Total payments for detention services under this Agreement shall not exceed an annual amount of **THREE MILLION, FIVE HUNDRED FOUR THOUSAND DOLLARS AND NO CENTS (\$ 3,504,000.00)**. Medical services discussed in section 3(B) and section 4 are not included in this total-not-to-exceed amount.

2. **PER DIEM RATE:** The per diem rate for detention services under this Agreement is eighty dollars (\$80.00) per man-day, subject to Article 1, Section 2 of this Agreement. This rate covers one inmate per day. A portion of any day on which a BEXAR inmate arrives at BURNET County Jail will count as a man-day under this agreement.
3. **BILLING PROCEDURE:** BURNET shall submit an itemized invoice for the services provided each month to BEXAR, in arrears. Such invoice will include a list of each of the inmates housed and the number of calendar days per inmate. Invoices will be submitted to the officer designated to receive the same on behalf of BEXAR. If any amount set out in an invoice is disputed by BEXAR, BEXAR will notify BURNET in writing of the disputed amount, and the basis for the dispute, within fifteen (15) days of receipt of such invoices. Only payment of the disputed amount may be retained by BEXAR until the disputed matter is resolved, and payment of the undisputed amount must be paid in accordance with this Article, Section 2. BEXAR will make payment to BURNET pursuant to Government Code Chapter 2251. Payment will be in the name of Burnet County, Texas and will be remitted to:

**BURNET COUNTY TREASURER
133 E. Jackson Street
Burnet, TX 78611**

ARTICLE IV **ACCEPTANCE OF INMATES**

1. **COMPLIANCE WITH LAW:** BURNET warrants that it will comply with all federal and state laws and with the requirements of the Texas Commission on Jail Standards while housing BEXAR inmates under this Agreement. Nothing herein will create any obligation upon BURNET to house BEXAR inmates where the housing of said BEXAR inmates will, in the opinion of BURNET Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the BURNET County Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of inmates housed at the facility. At any time that BURNET Sheriff determines that a condition exists at BURNET's facility necessitating the removal of BEXAR inmates, or any specified number thereof, BEXAR shall, upon notice by BURNET Sheriff to BEXAR Sheriff, immediately remove said inmates from the facility. B E X A R will make every effort to remove any inmate within eight (8) hours of notice from BURNET.
2. **PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE:** This is an Agreement for the confinement of inmates as described by 28 CFR 115.12. BURNET has adopted and complies with the standards of the Prison Rape Elimination Act. BURNET shall provide BEXAR with access for contract monitoring as described in Section 115.12(b) to ensure that BURNET is complying with the PREA standards in the provision of services under this Agreement.
3. **ELIGIBILITY FOR INCARCERATION AT THE FACILITY:** The only inmates of B E X A R eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the BEXAR jail and pursuant to the custody assessment system in place at BURNET's facility.
4. **CLASSIFICATION:** All inmates proposed by BEXAR to be transferred to BURNET's facility under this Agreement must meet the eligibility requirement set forth above. BURNET reserves the right to review the inmate's classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at BURNET's facility, BURNET reserves the right to demand that BEXAR remove that inmate and, if possible, replace said inmate with an appropriate inmate of BEXAR.
5. **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** BURNET reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to BURNET facility,

oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

5. **REPRESENTATION**: Each party understands and agrees that each party, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representative of the other party.
6. **INDEPENDENT RELATIONSHIP**: Each party shall have and retain the exclusive right of control over its employees and contractors assigned to perform services under this Agreement in accordance with the applicable laws of the State of Texas. Neither party has the authority to bind nor otherwise obligate the other orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the parties.
7. **SEVERABILITY**: If any provision of this agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
8. **LIABILITY**: This agreement is made for the express purpose of providing detention services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party assumes any liability beyond that required by law. Each party understands and agrees that it is responsible only for the acts, errors, or omissions of its employees and contractors. Each party shall be fully responsible and liable for all suits, claims, losses, and expenses, arising out of each party's performance or nonperformance of the services and duties stated in this Agreement. This Agreement is not intended to create any cause of action for the benefit of third parties. No provision of this Agreement is in any way intended to constitute a waiver of any immunities from suits or from liability, or a waiver of tort limitation, that either party has by operation of law, or otherwise. Both Parties maintain adequate insurance to respond to any claims by third-parties or by their respective employees for personal injuries or property damage. Both Parties hereby waive pursuant to this agreement any subrogation rights it may have or acquire as against each other arising in the course of or during the term of this agreement.
9. **APPROVALS**: This Agreement must be approved by the governing bodies of both parties in accordance with the Texas Inter-Local Cooperation Act.

ARTICLE VI **EXECUTION**

In Testimony and Witness of which this Agreement has been executed in duplicate originals as follows:

BURNET COUNTY, TEXAS:

JAMES OAKLEY, BURNET COUNTY JUDGE
DATE: _____

CALVIN BOYD, BURNET COUNTY SHERIFF
DATE: _____

BEXAR COUNTY, TEXAS

PETER SAKAI, BEXAR COUNTY JUDGE

DATE: _____

APPROVED AS TO LEGAL FORM:

SUE JANA

Bexar County Assistant Criminal District Attorney - Civil Section

APPROVED AS TO FINANCIAL CONTENT:

LEO S. CALDERA, CIA, CGAP

Bexar County Auditor

DAVID SMITH

Bexar County Manager

APPROVED:

JAVIER SALAZAR, BEXAR COUNTY SHERIFF

DATE: _____

June 17, 2024

Work Order for contract by and between Burnet County, Precinct 4 & D.I.J. Construction

Work to be performed prior to September 30, 2024.

CR 421 : +/-0.6 mile

Project scope: Continuous single yellow thermoplastic striping, yellow reflective centerline markers and one stop bar.

Quantities:

+/- 3,168 LF of single yellow striping at 0.35 cents/LF = \$1,108.80

Yellow Reflective markers (RPM) every 40' = 79 markers @ \$3.15 each = \$248.85

1 - White 24" stop bar @ \$100/each

Total for CR 409 approximately = \$1,457.65

TOTAL WORK ORDER NTE = \$1,500.00 out of 4920 "Contract Labor"

Joe Don Dockery
Burnet County Commissioner
Precinct 4
Cell 512-715-2911
jdockery@burnetcountytexas.org