



WILLIAMSON COUNTY
PROFESSIONAL SERVICES AGREEMENT FOR DENTAL SERVICES
AT THE WILLIAMSON COUNTY JAIL
(FY26)

This Williamson County Professional Services Agreement for Dental Services at the Williamson County Jail (“Agreement”) is entered into between Williamson County, Texas, hereinafter referred to as “COUNTY”, and **Todd C. Harris P.A.**, hereinafter referred to as “PROVIDER”, for the purposes of providing dental services for the inmates of the Williamson County Jail, hereinafter referred to as JAIL, which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County.

I. SCOPE OF SERVICES

PROVIDER shall provide services as a dentist licensed to practice dentistry in the State of Texas for all inmates of the JAIL. All services by PROVIDER shall be performed according to the regularly accepted standards of dental care in the State of Texas.

PROVIDER shall have a duty to immediately notify COUNTY of any complaint, investigation, or adverse action taken against PROVIDER concerning his/her ability to practice in the State of Texas.

PROVIDER shall be physically present in the Jail Infirmary and/or housing unit to provide dental services for up to sixteen (16) hours per week for fifty-two (52) weeks during the term of this Agreement. PROVIDER will schedule these hours subject to the reasonable requests of the COUNTY through its Jail staff or other authorized representative. PROVIDER shall have a duty to notify COUNTY through its Jail staff in writing of any time when PROVIDER cannot be physically present in the Jail Infirmary to provide the dental services in accordance with this Agreement. In such cases, PROVIDER must provide COUNTY with a suitable substitute dentist to perform, on behalf of PROVIDER, the PROVIDER’s obligations hereunder. COUNTY shall be able to accept or reject PROVIDER’s proposed substitute at its sole discretion and PROVIDER remains obligated to provide services under this Agreement until an acceptable substitute is available and agreed upon by COUNTY.

PROVIDER will provide services to all inmates requiring such attention. These dental services shall include Dental Emergency Coverage (DEC) services.

PROVIDER will be under no obligation to provide specialty dental services which are beyond PROVIDER'S expertise. However, PROVIDER shall immediately inform COUNTY through its jail staff in writing of the need for inpatient care, hospitalization, or specialty dental services in the treatment of any inmate.

PROVIDER will provide consultation to the Lead Paramedic of the Williamson County Jail Infirmary and other jail staff on all questions of dental care provided under this Agreement.

PROVIDER will develop and write standing offers for the use by the jail staff in the handling of the dental needs of the inmates.

PROVIDER will develop and write standing orders for use by the Jail staff in the handling of the dental needs of the inmates.

PROVIDER will be available for phone consultations with Jail staff at any time unless PROVIDER has followed the notice requirement and substitute dentist procedure outlined above for any periods when PROVIDER will not be available for phone consultations.

II. TERM AND TERMINATION

This Agreement shall become effective as of the date of the last party's execution below and shall continue through **September 30, 2026**. Unless terminated sooner, if applicable, at the end of the agreement term, if applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for up to four (4) additional one-year terms by mutual agreement of both parties, as it deems to be in the best interest of Williamson County. Either party may terminate this Agreement at any time for any reason (or without cause) on thirty (30) days prior written notice to the other party.

III. COST AND PAYMENT

COUNTY agrees to pay PROVIDER and PROVIDER agrees to accept the total sum of **Fourteen Thousand Forty-One Dollars and Sixty-Six Cents (\$14,041.66)** each month for a yearly not-to-exceed amount of **One Hundred Sixty-Eight Thousand, Five Hundred Dollars (\$168,500.00)** for the term of this Agreement.

Any violation of the provision of this Agreement by PROVIDER shall be grounds for withholding payment by the COUNTY until the violation is resolved to the satisfaction of the COUNTY.

Any travel costs associated with services provided herein are to be handled separately from this Agreement and must be approved in writing by the Sheriff or his designated Chief or Assistant Chief Deputy prior to PROVIDER incurring travel costs if such costs are requested to be reimbursed by COUNTY. In the event COUNTY authorizes, in advance and in writing,

reimbursement of non-labor expenses relating to the service subject of this Agreement, COUNTY will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Agreement by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the PROVIDER's invoice and clearly set forth the actual cost of the expenses, without markup.

COUNTY's payment for services shall be governed by Chapter 2251 or the Texas Government Code. Invoices shall be paid by COUNTY within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by COUNTY in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of COUNTY's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, COUNTY shall notify PROVIDER of the discrepancy. Following COUNTY's notification of any discrepancy as to an invoice, PROVIDER must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor's Office. COUNTY shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. COUNTY's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's Office receipt of the corrected or revised invoice.

IV. CONFIDENTIALITY

All information regarding PROVIDER's work under this Agreement shall be held in strictest confidence unless pre-approved in writing by COUNTY. PROVIDER agrees to read and follow the COUNTY's "HIPAA PRIVACY COMPLIANCE MANUAL FOR TEXAS COUNTIES" regarding the use of inmate medical information.

PROVIDER expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

V. AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to

any benefit, privilege, or other amenities of employment by the other party. The parties agree and acknowledge that PROVIDER is acting as an independent contractor under this Agreement.

VI. DUTY TO REPRESENT AND INDEMNITY

COUNTY agrees to provide legal representation and indemnity, to the extent allowed by Texas law, to PROVIDER in the event of legal action taken against PROVIDER on the basis of the services provided to the inmates of the JAIL in the performance of this Agreement. COUNTY shall have full authority to defend, negotiate, or settle any such claims at the sole discretion of the COUNTY. PROVIDER shall fully assist and participate, without cost to COUNTY, in the defense, negotiation, or settlement of any such claims, and such assistance and participation shall include consultation with COUNTY and opinion testimony as needed on medical questions and issues. PROVIDER shall also furnish, without cost to COUNTY, consultation and opinion testimony on medical questions and/or issues for legal actions against COUNTY or COUNTY's officials related to the psychiatric services provided to inmates on claims and/or suits that do not include PROVIDER as a named defendant. COUNTY reserves the right to withdraw its representation and indemnification of PROVIDER in the event PROVIDER fails to assist and participate in the defense, negotiation, or settlement of any claims.

COUNTY may fulfill its legal representation and indemnification obligations, to the extent allowed by law, under this Agreement through insurance or other means at its sole discretion.

VII. INSURANCE REQUIREMENTS

During the terms of this Agreement, COUNTY hereby agrees to provide the policy of insurance and PROVIDER acknowledges and agrees that such policy and coverage limits are sufficient and adequate. In the event that COUNTY and/or PROVIDER are sued for the services provided under this Agreement and counsel is provided through the said insurance policy, COUNTY shall not be required to provide counsel for PROVIDER in addition to the counsel that is provided under the insurance policy. Furthermore, COUNTY shall have no obligation to provide legal representation or indemnity to PROVIDER for any legal action which does not arise from PROVIDER's services under this Agreement or to any extent that is not allowed by law.

The following are the insurance requirements during the Agreement:

1. Coverage and Coverage Limits. County, at County's sole cost, shall, while this Agreement is in effect, provide and maintain Medical Professional Liability Insurance for the services to be provide by Provider in the amount of \$200,000.00 per claim with an Annual Aggregate of \$600,000.00 for all claims.
2. Additional Insureds. County, its directors, officers and employees shall be added as additional insureds under the policy required under this Agreement.

VIII. ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

IX. THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas Law.

X. FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

XI. TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least sixty (60) days prior to the intended date of termination.

XII. NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY:

Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

With copy to:

Williamson County Sheriff
508 Rock Street
Georgetown, Texas 78626

PROVIDER:

Todd C. Harris, P.A.



XIII. SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

XIV. VENUE AND GOVERNING LAW

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

XV. NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents or employees, nor to create any legal rights or claims on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

XVI. COUNTY'S RIGHT TO AUDIT

PROVIDER agrees that COUNTY or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of PROVIDER which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. PROVIDER agrees that COUNTY shall have access during normal working hours to all necessary PROVIDER facilities and shall be provided adequate and appropriate workspace to conduct audits in compliance with the provisions of this section. COUNTY shall give PROVIDER reasonable advance notice of intended audits.

XVII. APPROPRIATION OF FUNDS

COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the cost of this Agreement. PROVIDER understands and agrees that the COUNTY's payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payment under this Agreement.

The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness or either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that COUNTY shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of the COUNTY does not appropriate sufficient funds as determined by the COUNTY's budget for the fiscal year in question. The COUNTY may affect such termination by giving written notice of termination at the end of its then-current fiscal year.

NOW THEREFORE, this Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

WILLIAMSON COUNTY, TEXAS

PROVIDER

Williamson County Judge/Presiding Officer



Todd C. Harris, P.A.

Date: _____

Date: 8.20.25