



Paige McInnis
Harris County Purchasing Agent

May 23, 2025

Commissioners Court
Harris County, Texas

RE: Interlocal Agreement(s)

Members of Commissioners Court:

Please approve the attached Order(s) authorizing the County Judge to execute the attached Agreement(s) for the following:

Description: Dental Services for the Harris County Resources for Children and Adults
Agency: The University of Texas Health Science Center at Houston
Term: 06/29/2025 - 06/28/2026 with four (4) one-year renewal options
Amount: \$137,519
Reviewed By: • Harris County Purchasing • Resources for Children and Adults

Sincerely,

Paige McInnis

Paige McInnis
Purchasing Agent

AES
Attachment(s)
cc: Agency

FOR INCLUSION ON COMMISSIONERS COURT AGENDA JUNE 12, 2025



INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement is made and entered into under Ch. 791 of the Texas Government Code by and between Harris County ("County"), a body corporate and politic under the laws of the State of Texas, acting by and through its Harris County Resources for Children and Adults ("HCR" or "Department"), and The University of Texas Health Science Center at Houston, on behalf of its School of Dentistry, a state institution of higher education ("UTSD" or "Contractor"). The County and Contractor are referred to herein collectively as the "Parties" and individually as a "Party."

1) GENERAL SCOPE OF SERVICES

- A) Contractor agrees to provide dental treatment services to the Department, as detailed herein and in the Scope of Services (the "Services"), attached hereto as Exhibit A and incorporated herein by reference.
- B) Contractor warrants and represents it will deliver the Services in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services.
- C) Contractor warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.
- D) Contractor warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Contractor's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.

2) INDEPENDENT PARTIES

- A) The Services performed by Contractor under this Agreement are performed by Contractor as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Contractor shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Contractor has no authority to bind or otherwise obligate the County 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 County and Contractor.

- B) IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT CONTRACTOR IS NOT AN INDEPENDENT CONTRACTOR, CONTRACTOR AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY COUNTY AS A RESULT OF THIS DETERMINATION.**
- C) Contractor warrants that it will comply with all federal and state laws including but not limited to the Prompt Pay Act, in the payment of its workers.
- D) Contractor is solely responsible for the payment of wages and any applicable benefits to workers for Services performed for the County. Contractor shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas.

THE COUNTY'S PAYMENT IS TO THE CONTRACTOR. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO CONTRACTOR'S WORKERS OR SUBCONTRACTORS. CONTRACTOR, TO THE FULLEST EXTENT PERMITTED BY LAW, SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.

- E) Contractor's workers are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan or any other benefit plan. Contractor and the workers furnished by Contractor shall not be entitled to any fringe benefits or similar benefits afforded to employees of the County. The County is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Article shall survive the expiration or termination of this Agreement.
- F) The County is not responsible to Contractor or Contractor's workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the *Texas Labor Code Ann.*, as amended.

- G) Contractor shall not have the authority to enter into contracts or agreements on behalf of the County.

3) TERM

The term shall be for a period beginning June 29, 2025 and remain in full force and effect for twelve (12) consecutive months. At the County's option, this Agreement shall automatically renew on the same terms and conditions for four (4) additional one (1) year periods (each a "Renewal Term") unless notice of non-renewal is provided by either party within ninety (90) days of the expiration of the initial term or any Renewal Term.

4) CONTRACTOR'S COMPENSATION

- A) Subject to the Limitation of Appropriation, the County agrees to pay Contractor according the rates found in the best and final offer, attached hereto as Exhibit B and incorporated herein by reference. This compensation incorporates all charges such as labor, equipment, material, delivery and any other costs incurred.
- B) Contractor shall not perform any Services until it receives a Purchase Order from the County. Any Services performed prior to the receipt of a Purchase Order shall be at the Contractor's sole expense.
- C) The Contractor understands and agrees that, in accordance with the Texas Constitution, the County is prohibited from paying Contractor in advance for any of the Services or deliverables.

5) TERMS OF PAYMENT

- A) Contractor shall submit to the Harris County Auditor an invoice for services rendered each month by email to: vendorinvoices@aud.hctx.net and by mail to: Harris County Auditor, 1001 Preston 8th floor, Houston, Texas 77002. Each invoice shall be in a form acceptable to the County Auditor and shall include such detail of the services as may be requested by the County Auditor for verification purposes.
- B) The invoices shall, at a minimum, include a description of the services, the day(s) and the time(s) that Contractor performed the services, the department for which the Contractor provided services, and the total amount billed for the services. After receipt of an invoice, County Auditor shall forward the invoice to the Department for review and approval with such modifications as may be deemed appropriate, and after review, the department will return the invoice, with any modifications, to the County Auditor for payment. The County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas, including

but not limited to, the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. The County may exercise any and all rights to set off payment in the event of overpayment by the County and or funds owed to the County under this Agreement.

6) LIMITATION OF APPROPRIATION

- A) Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Agreement, and the total maximum sum that the County shall become liable to pay to Contractor under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of ONE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED EIGHTEEN AND 92/100 DOLLARS (\$137,518.92). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum.
- B) Contractor understands and agrees that the laws governing the letting of contracts for the County require the approval of the Harris County Auditor and their certification that funds are, or will be, available for the payment of the obligations created under the Agreement before such contracts become effective. Therefore, Contractor shall not proceed with any Services until such time that it receives a Purchase Order issued by the Harris County Purchasing Agent. Any Services performed by Contractor prior to its receipt of a Purchase Order are at Contractor's own expense.
- C) Contractor does understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to hereunder, and the total maximum sum that the County shall become liable to pay to Contractor hereunder, shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified by the Purchase Order. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum. When all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this Agreement. If the Services and charges to be provided for will equal or exceed the amount certified available, Contractor shall notify the County immediately.
- D) With regard to the renewal or extension of this Agreement, the County has not allocated any funds for any renewal or extension period beyond the current fiscal year. Therefore, if the County exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the renewal period.

7) TEXAS PUBLIC INFORMATION ACT

- A) The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended (the "Act"). Each Party expressly understands and agrees that the other Party shall release any and all information necessary to comply with Texas law without the prior written consent of the other Party.
- B) It is expressly understood and agreed that each Party, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the other Party, whether or not the same are available to the public. It is further understood that each Party, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that each Party, its officers, and employees shall have no liability or obligations to the other Party for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished in reliance on any advice, decision or opinion of the Attorney General.
- C) In the event a Party receives a written request for information pursuant to the Act that affects the other Party's rights, title to, or interest in any information or data or a part thereof, then the Party receiving the written request will promptly notify the other Party of such request. The Party whose information is being requested may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act.
- D) Electronic Mail Addresses. Each Party acknowledges any e-mail addresses it provides to the other Party, including any agency or department of the other Party, are subject to disclosure under the Act without prior notification of, or permission from, the other Party. This acknowledgement shall apply to e-mail addresses provided by a Party and agents acting on behalf of the Party and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise. This provision shall survive termination of this Agreement.

8) TERMINATION

- A) Either Party may terminate this Agreement at any time by providing thirty (30) days notice in writing to the other Party.
- B) Upon receipt of termination notice, Contractor shall discontinue all Services in

connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

- C) Within thirty (30) days after receipt of notice of termination, Contractor agrees to submit an invoice showing in detail the Services performed under this Agreement up to and including the date of termination.
- D) The County agrees to pay Contractor that proportion of the prescribed charges for the Services actually performed and deliverables actually received under this Agreement bear to the total Services or deliverables called for under this Agreement, less such payments on account of charges as have previously been made.
- E) *Force Majeure*. In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected Party (referred to as a “*Force Majeure* Event”), the Party who has been so affected immediately agrees to give notice to the other Party and agrees to do everything possible to resume performance. Upon receipt of such notice, this Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the *Force Majeure* Event, the Party whose ability to perform has not been so affected may terminate this Agreement immediately by giving written notice to the other Party.
- F) Copies of any and all completed or partially completed data, information, reports, programs, designs, digital files, and all other electronic or hardcopy documents or documentation developed, created or invented under this Agreement shall be delivered to the County when this Agreement is terminated or completed.
- G) Agreement Transition. In the event the Agreement ends by either expiration or termination, Contractor shall assist in the transition until such time that a new contractor can be completely operational. Contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the County to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of this Agreement, or any extension thereof. During any transition period, all other terms and conditions of this Agreement shall remain in full force and effect as originally written.

9) INDEMNIFICATION

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF

THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR COMPLETION OF SERVICES IN WHOLE OR IN PART SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS ARTICLE.

CONTRACTOR, TO THE FULLEST EXTENT PERMITTED BY LAW, SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS (“INDEMNIFIED PARTIES”) FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF CONTRACTOR, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

CONTRACTOR, TO THE FULLEST EXTENT PERMITTED BY LAW, SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEY’S FEES AND EXPERT WITNESS FEES, WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

COUNTY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.

CONTRACTOR, TO THE FULLEST EXTENT PERMITTED BY LAW, SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITY, EXPENSE, JUDGMENT, SUIT, CAUSE OF ACTION, OR DEMAND FOR PERSONAL INJURY, DEATH, OR DIRECT DAMAGE TO TANGIBLE PROPERTY WHICH MAY ACCRUE AGAINST THE COUNTY TO THE EXTENT IT IS CAUSED BY THE NEGLIGENCE OF CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, WHILE PERFORMING SERVICES UNDER THIS AGREEMENT. COUNTY WILL GIVE CONTRACTOR PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. COUNTY SHALL COOPERATE WITH CONTRACTOR IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT NEITHER CONTRACTOR NOR THE STATE OF TEXAS HAS WAIVED ITS SOVEREIGN IMMUNITY OR ANY OTHER LIMITATIONS APPLICATION UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS.

IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED DUE TO ANY ACT, ERROR, OR OMISSION COMMITTED BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, CONTRACTOR SHALL MAKE EVERY EFFORT, INCLUDING BUT NOT LIMITED TO SECURING A SATISFACTORY BOND, TO OBTAIN THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION.

10) NOTICE

- A) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or Contractor at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Contractor: The University of Texas Health Science Center at Houston
7500 Cambridge Street, SOD 6350
Houston, Texas 77054
Attn: Associate Dean for Management

To the County: Harris County Resources for Children and Adults
2525 Murworth Drive
Houston, Texas 77054
Attn.: Sharae Cole

Copy To: Harris County Purchasing Agent
1111 Fannin St, 12th Floor
Houston, Texas 77002
Attn: Luke Herdrich

- B) Either Party may designate a different address by giving the other Party ten (10) days written notice.

11) COMPLIANCE AND STANDARDS

- A) Contractor represents and warrants that it is capable and willing to provide the Services called for in this Agreement, and agrees to render the Services in accordance with the generally accepted standards applicable to the Services. Contractor shall use that degree of care and skill commensurate with the profession to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services and Contractor's performance to be rendered hereunder. Contractor represents that Contractor and its personnel are fully qualified to perform the Services and provide the deliverables described in this Agreement.
- B) Contractor agrees to keep confidential the contents of all its discussions with County officials. Contractor agrees to keep confidential the contents of all County records and all other information obtained during Contractor's performance of Services under this Agreement. Contractor shall not release any confidential information unless the County, in writing, authorizes Contractor to release specific information to any third parties.
- C) Contractor shall not access any information it is not authorized to receive, nor shall Contractor copy, recreate, or use any proprietary information or documents obtained in connection with this Agreement other than for the performance of this Agreement.
- D) Contractor shall not divulge or otherwise make use of the trade secrets or confidential information, procedures, or policies of any former employer, client, or customer in the performance of this Agreement. Neither shall Contractor copy, recreate, or use any proprietary information of any third party in the performance of Services under this Agreement except to the extent authorized by such third parties.
- E) Contractor warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Contractor's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- F) Conflict of Interest: Contractor warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, Contractor warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this Agreement with the County, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability or in its discretion to deduct from the

Agreement amount, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.

- G) Lobbying: Contractor shall not use County funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the Agreement term funding to Contractor exceeds \$100,000.00, Contractor shall, to the extent applicable, file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."

H) NO FEDERAL EXCLUSION

- i) Contractor warrants that neither Contractor nor any of its employees performing Services under this Agreement is an "Ineligible Person." An "Ineligible Person" is an individual or entity who:
- a) is currently excluded, debarred, suspended, or otherwise ineligible to participate in any federal and/or state grant, health care program, or in federal and/or state procurement or nonprocurement programs. This includes but is not limited to persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List; or,
 - b) has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a-7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.
- ii) Contractor agrees to report immediately to the County if Contractor becomes an "Ineligible Person" during the term of this Agreement, or to cease assigning any employee to provide Services if the employee becomes an "Ineligible Person" during the term of this Agreement.
- iii) Contractor warrants and represents that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Contractor must immediately notify the County of any such exclusion or suspension. Contractor warrants and represents that it is in good standing with all State and Federal agencies that have a contracting or

regulatory relationship with the County. Contractor warrants and represents that no person who has an ownership or controlling interest in Contractor's business or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any federal program.

- I) County and its designee shall have the right to conduct examinations, studies and audits of the services, payments, and efficiencies provided under this Agreement and County may make such examinations, studies, and audits at any time whether before or after payment. Contractor shall cooperate with such examinations, studies, and audits and provide County with such books, contracts, spreadsheets, and correspondence, including all of Contractor's backup and support data for billings, and Contractor shall provide access to such records, data, documents and personnel as are requested by County or the County Auditor (the "Records"). All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit. This section shall survive termination of this Agreement.
- J) Whistleblower Protection Act: Contractor understands and agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. Contractor shall insert the substance of this clause; paragraph M ("Whistleblower Protection Act"), in all subcontracts providing services under this Agreement.
- K) Prior to execution of the Agreement, Contractor shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties," Contractor warrants and represents that all the information on the form is complete and accurate.
- L) Fraud, Waste or Abuse Hotline. Contractor shall immediately report to the County through the County's Fraud, Waste, or Abuse Hotline and also notify the County in accordance with all the notice provisions contained in this Agreement all suspected or known instances and facts concerning fraud, waste, abuse, or criminal activity under this Agreement. The County's Fraud, Waste, or Abuse Hotline can be accessed by phone at 866-556-8181 or online at <https://secure.ethicspoint.com/domain/media/en/gui/68174/index.html>.

12) PUBLIC CONTACT

Contact with the news media, residents of Harris County, or governmental agencies shall be the responsibility of the County. Under no circumstances shall Contractor release any material or information developed in the performance of its Services without the express written permission of the County.

13) APPLICABLE LAW AND VENUE

- A) The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds or of applicable conditions of participation in Medicaid or Medicare program(s).
- B) This Agreement is governed by the laws of the State of Texas.
- C) The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.
- D) The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

14) TAXES AND CHARGES

- A) The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Contractor upon request.
- B) The County is neither liable for any personal property taxes, charges, or fees assessed against Contractor nor obligated to reimburse Contractor for any taxes, charges, or fees assessed against Contractor for the supplies provided or any Services rendered.

15) PROHIBITION ON LIENS

In accordance with Texas Property Code §43.002, Contractor, or its contractors or agents, will not create or place, or permit to be created or placed, a lien or any other encumbrance on County property. If any such lien or encumbrance is placed on County property, Contractor shall pursue any lawful effort, including but not limited to seeking relief in a court of competent jurisdiction, to remove the lien or encumbrance from the property.

16) NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

- A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to this Agreement, and the Parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee, or agent of either Party.
- B) The Parties agree that no provision of this Agreement extends either Party's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by either Party of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- D) Neither Party agrees to binding arbitration, nor does either Party waive its right to a jury trial.

17) INSURANCE REQUIREMENTS

Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that Contractor, subject to all applicable laws and regulations, shall be liable for all incidents that occur as a result of its performance of the Services and the performance of the Services by Contractor's employees, officials, agents, students, and subcontractors. Contractor, as a member institution of The University of Texas System, is an agency of the State of Texas and provides professional liability insurance for its healthcare providers pursuant to The University of Texas System Professional Medical Liability Benefit Plan, under the authority of Section 59, Texas Education Code. Contractor shall ensure the Contractor has and will maintain in force, during the Term of this Agreement, adequate professional liability insurance to cover its healthcare providers hereunder. Contractor is subject to the provisions of Title 5, Chapter 5, Chapter 101 of the Texas Civil Practice and Remedies Code, and Contractor's personnel or employees are subject to Title 5, Chapter 104 of the Texas Civil Practice and Remedies Code, also known as the Texas Tort Claims Act. Employees of Contractor are provided Worker's Compensation coverage under the self-insured, self-managed program as authorized by Chapter 503, Section 503.022 of the Texas Labor Code. Certificates or other documentation evidencing such insurance will be made available for examination upon request by the County

18) AUDIT RIGHTS

- A) Audit Rights. The Contractor shall cooperate to the fullest extent with any and all federal, state, local, or County audits related to this Agreement. The Contractor's

cooperation shall include, but not be limited to access to the Records, in whatever form, that are applicable to this Agreement and requested by any federal, state, local, or County entity that has rights or jurisdiction over any part of this Agreement or the funds applicable to this Agreement.

- B) Record Retention. The Contractor agrees to retain within the boundaries of Harris County, for six (6) years after the expiration of this Agreement, all Records. The Contractor will retain and make available, and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the Records.

19) WAIVER OF BREACH

Waiver by either Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.

20) SEVERABILITY

If any provision or part of this Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances are not affected.

21) SURVIVAL OF TERMS

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

22) CONTRACT CONSTRUCTION

- A) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- B) Unless otherwise stated in this Agreement, words which have well-known technical or industry meanings are used in accordance with such recognized meaning.
- C) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- D) When terms are used in the singular or plural, the meaning shall apply to both.
- E) When either the male or female gender is used, the meaning shall apply to both.

23) SUCCESSORS AND ASSIGNS

- A) The County and Contractor bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement.
- B) Neither Party shall assign, subcontract, or transfer its or his interest in this Agreement without written consent of the other Party, which will not be unreasonably withheld.

24) NO THIRD-PARTY BENEFICIARIES

- A) Neither Party is obligated or liable to any third party for the performance of this Agreement.
- B) Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party.
- C) Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of a Party with respect to any third party.

25) EFFECTIVE DATE

The Effective Date of this Agreement will be the date this Agreement is approved by the Commissioners Court of Harris County.

26) ENTIRE AGREEMENT; MODIFICATIONS

- A) This Agreement contains the entire agreement between the Parties relating to the rights herein granted and obligations herein assumed.
- B) Any oral or written representations or modifications concerning this Agreement shall not be effective excepting a subsequent written modification signed by both Parties.

27) EXECUTION, MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

[Execution page follows.]

THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT
HOUSTON

By: T. Kevin Dillon
Name: T. Kevin Dillon
Title: Sr. EVP, Chief Operating Officer
Date: 05/9/2025

APPROVED AS TO LEGAL FORM
on behalf of UTHHealth

By: Devin Longuet
Digitally signed by
Devin Longuet
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HARRIS COUNTY

By: _____
Lina Hidalgo
Harris County Judge

APPROVED AS TO FORM:

Christian D. Menefee
Harris County Attorney

By: Harrison Long
Harrison Long
Assistant County Attorney
C.A. File 25GEN0330

EXHIBIT A

Scope of Work

(follows behind)

EXHIBIT A

SCOPE OF SERVICES

The Harris County Resources (HCR) for Children and Adults Integrated Health Clinic operates based on a central model that integrates the medical, behavioral health and assessment services for DFPS children and families, at one location. HCR proposes to engage UTSD as the provider of dental treatment and services for 2 days a week, for each month of the Agreement, aligning their community dental services with current UTSD agreements. UTSD has proposed a cost estimate for these services. This estimate is based on the following:

HCR Integrated Health Clinic
6300 Chimney Rock Rd, Houston, TX 77081
Two (2) chair dental clinic
Hours of operation: Monday – Saturday from 8:00am – 5:00pm

UTSD Responsibilities:

- A. Provide Texas licensed pediatric dentists to furnish professional dental services to pediatric patients of HCR, one day a week for the first 3 months, and two days a week thereafter.
- B. Provide full scope of pediatric dental care, including referrals to other dental and medical providers, as appropriate
- C. Provide professional liability insurance for dentists
- D. Train and supervise HCR clinical support personnel concerning dental protocols
- E. Manage credentialing, billing and collection for dental care rendered by UTSD dentists

HCR Responsibilities:

- A. Provide and maintain operational infrastructure (equipment, utilities, etc.,) for the clinic, ordering and purchasing all supplies and dental materials necessary to operate the clinic, office space for dentist, parking, clinical support staffing, patient records, etc.
- B. Provide scheduling, insurance eligibility verification & authorization
- C. Provide necessary data for the billing of patient treatments

Joint UTSD/HCPD Responsibilities:

- A. Determine assigned treatment days of the week
- B. Establish standards of care, infection control protocols and quality improvement/patient safety measures
- C. UTSD to have access to HCR patient records for purposes of quality improvement, patient safety and clinical research

Payments:

County will provide UTSD a monthly collection guarantee in the amount Eleven Thousand Four Hundred Fifty-Nine Dollars and Ninety-One Cents (\$11,459.91) for two days/week for each month during the term of the Agreement. See Exhibit B: Summary of Costs with Invoice Example.

After each month, UTSD will calculate net collections from third party payers and cash paying patients. Net collections shall be calculated as gross collections minus any refunds for the month.

If net collection in any given month are not sufficient to cover the monthly salary guarantee of \$11,459.91 depending on the month, then UTSD will submit an invoice to County for the difference. County shall pay such invoices within thirty (30) days of receipt.

UTSD must timely seek any available group or other private health care insurance benefits (including deductibles, co-pays, and amounts beyond what the insurer pays), unless the client is known to be Medicaid ineligible. UTSD shall timely bill Medicaid for the reimbursable services provided under this Agreement. If Medicaid rejects any claim for services performed under this Agreement for reasons other than ineligibility, UTSD shall resubmit the claim. UTSD shall maintain copies of claims submitted for insurance reimbursement, as well as a record of amount of treatment rendered to uninsured clients, such records to be maintained on the same form and in the same manner as that used to make claims for treatment rendered to insured clients.

Payments shall be mailed to UTSD at:

The University of Texas Health School of Dentistry
Attention: Joe Morrow, Associate Dean for Management
7500 Cambridge Street
Houston, Texas 77054

Reimbursement shall be mailed to Clinic at the address listing in this Agreement

Harris County Resources for Children and Adults
Fiscal Department
Attn: Brian Baxendale

Overpayments: Within ten (10) days after request by Clinic, UTSD must reimburse to County all funds paid by County to UTSD that any funding entity or auditor determines have been improperly paid to, or expended by, UTSD. County may withhold, suspend, or reduce any and all payments due to UTSD until any overpayments are reimbursed.

Billing Audits: County and its designees shall have the right to examine and audit all of UTSD's billing/invoices and all of UTSD's backup and support data for those billings/invoices. Upon Clinic's request, UTSD agrees to make such data and supporting documentation available to the County Auditor or designee in Harris County, Texas. All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit.

EXHIBIT B

Contractor's Best and Final Offer

(follows behind)

Exhibit B: Summary of Costs with Invoice Example

Pediatric Dentist Salary	258,300.00
Benefits @ 21%	54,243.00
	312,543.00
Billing Assessment @ 10%	31,254.30
Full-time Equivalent Annualized Total	343,797.30
Annualized total based on days worked per week	
2 days per week (40%)	137,518.92
Monthly Guarantee based on days worked per week	
2 days per week (40%)	11,459.91
Example of Invoice for Monthly Guarantee	
2 days per week (40%)	11,459.91
Less Medicaid Collections	-2,000.00
Invoice amount to HCR for month	9,459.91

ORDER OF COMMISSIONERS COURT

Authorizing execution of Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby, authorized to execute for and on behalf of Harris County, the Agreement with University of Texas Health Science Center at Houston to provide dental treatment Services for Harris County Resources for Children and Adults at a cost to the County of \$137,518.92. The Agreement is incorporated herein by reference for all purposes as though fully set forth word-for-word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.