



**Proposal to Cabarrus Health Alliance and Guilford County Health Department
“Project Smile” (Specific Request for Consulting Services)**

SCOPE OF WORK

Dental Medicine Consulting (DMC) proposes to provide consulting assistance concerning “Shared Staffing;” “Shared Mobile Dental Unit;” and “Collaborative Bulk Purchasing;” to the Cabarrus Health Alliance and the Guilford County Health Department [referred together in the singular as: CHGC]. These consulting services will be limited to the creation of a basic, short-term strategic plan and assistance with contract/agreement creation and evaluation as applicable. Given the possible legal, financial, and corporate aspects to the three areas of assistance, the scope of work shall be considered recommendations and implemented as guidance with the organizations making appropriate changes that fit within their legal and business models. The timeline for this proposal will be considered immediate on all deliverables and will be provided via email in a timeframe suitable for appropriate review and delivery.

DETAILED WORKPLAN:

Deliverable	Detail
Initial Assessment	Project team will do a basic analysis of the external factors that affect these three proposed parameters (shared staffing, shared mobile unit, collaborative bulk purchasing) and use the information to develop the basic strategic plan(s).
Data Review	Project team will review the previous practice review provided to both organizations to establish baseline information for areas of risk and benefit to the three aspects of the scope of work. (Additional information will be required of CHGC that includes changes in FTE staffing, increase or decrease in production/revenue, and cost of supplies broken down as monthly cost over last 12 years)
Strategic Plan Creation	Three strategic plans will be developed: shared staffing; shared mobile dental unit; and collaborative bulk purchasing. If so advised; the strategic plans may include contract/agreement templates to be used for specific modification by the organizations that fit their legal, financial, and corporate aspects. Additionally, a strategic plan may include the guidance to not pursue a particular area or to initiate further review prior to committing to a multi-organization agreement.
Strategic Plan Delivery	Completed strategic plan(s) and any additional documents relating to the strategic plan(s) will be delivered to Ms. Janie B. Woodie at JBWoodie@CabarrusHealth.org . At which time a conference call will be set up with Ms. Woodie to discuss the deliverables and determine if any additional question will need addressed or if an additional assessment is



Deliverable	Detail
	warranted.
Implementation Call	At completion the strategic plan delivery and following discussion with Ms. Woodie to determine completeness of said deliverables, DMC and CHGC will set up a mutually advantageous time to discuss the strategic plan (additional deliverables as applicable) implementation with necessary parties of both organizations.
Ongoing Assistance	For a period of one year following agreement with Dental Medicine Consulting. Provides an ongoing opportunity to contact DMC and ask for remote assistance and guidance for the dental program as it relates to the three proposed areas of "Scope of Work"



#1: SHARED STAFFING (DENTIST FTE)

Both “shared staffing” and “shared mobile unit” aspects to the planned working collaborative with CH-GC relate to lease of clinical capacity of Cabarrus Health Alliance to Guilford County Health Department. Leasing of clinical capacity has been found to be mutually advantageous as far as medical personnel FTE is concerned (Burns & Muller, 2008; Halverson et al., 2008; Kaplan & Porter, 2011). When evaluating dental capacity sharing, available literature is extremely limited and usually relates to the use of dental students or residents, which has demonstrated a positive financial result when appropriate planning is engaged (Piskorowski et al., 2011; Piskorowski, Fitzgerald, et al., 2011). Therefore, an additional recommendation for consideration with this collaboration would include publication or presentation of outcomes related to this agreement to share with the health care community overall.

Ultimately, the success of collaborative offerings relating to clinical capacity agreements depends on the terms to minimize risk and the relationship between the parties involved. Below includes the strategic recommendations related to CH-GC lease of clinical capacity of FTE dentist provider(s). **Appendix A** includes template agreements that can be used by both parties to fabricate contracts and agreements.

It is the recommendation of Dental Medicine Consulting that prior to signing any agreement both parties should conference with their individual legal advisors.

Definition:

A lease of clinical capacity agreement is an agreement under which a health center/entity leases clinical capacity from another provider or health center/entity to furnish clinical services to the health center’s patients on behalf of the health center/entity and under the health center’s oversight and control. It is used when a health center needs additional clinical capacity to ensure access for its patients, but does not or cannot directly employ a clinician (or clinical space, materials, equipment) to furnish such services, and sets forth the terms and conditions under which the health center exercises appropriate oversight and monitoring of the contracted services and the clinicians furnishing the services and maintains appropriate accountability for the funds expended to pay for the contracted services. [NACHC, 2012]

 Contactor = Cabarrus Health Alliance / Health Center = Guilford County Health Department

Strategic Recommendations for Agreement [Sharing Clinician Services]

Scope of Work	<u>Scope of Services:</u> The agreement should state the services that will be provided by the personnel leased from the contractor (Cabarrus Health Alliance-CHA). The scope of services could include any clinical services within the CHA current scope of project or services (i.e. state that services provided by the contracted provider would
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	<p>include and be limited to dental services currently being supplied to patients within the CHA system and subject to federal and state law requirements pertaining to contracted services.</p> <p><u>Policies and Procedures:</u> The agreement should specify that the leased providers will furnish services consistent with the health center's (CHA) applicable policies and procedures.</p> <p><u>Professional Qualifications:</u> The agreement should include assurances from the contractor that its personnel will satisfy health center's professional standards.</p>
<p>Payment</p>	<p>The payment section should include provisions specifying the health center's payment arrangement to the contractor, typically, an arm's length rate that reflects fair market value for the services the contractor provides, and the amount of, and procedure for, payment and billing. [Leifer, 2009]</p> <p><u>Amount of Payment:</u> The agreement should specify the amount of payment, ensuring that it is not a pass through of the health center's reimbursement or conditioned upon the volume or value of referrals to the health center which could be considered a kickback type of arrangement and in violation of anti-kickback laws/regulations. [NACHC, 2012]</p> <p><u>Payment Procedure:</u> The agreement should specify the procedure under which payment will be made by the health center to the contractor.</p> <p><u>Billing:</u> The agreement should specify that since the patients served are health center patients, the health center retains the responsibility for billing the series provided to its patients by personnel leased from the contractor.</p>
<p>Oversight and Evaluation</p>	<p>The agreement should include provisions under which the health center retains general oversight and control over personnel leased from the contractor, as the right to approve, monitor, evaluate, and in certain circumstances, remove and request replacement of leased personnel.</p> <p><u>General Oversight:</u> The agreement should specify that the health center retains authority to exercise general oversight over the provision of services furnished under the agreement and the day to day operation of the health center.</p> <p><u>Evaluation and Removal:</u> The agreement should specify that the health center retains authority to evaluate whether leased personnel are complying with applicable policies, procedures, and operational and professional standards, and to require removal for failure to do so.</p>
<p>Provider Judgment and Freedom of</p>	<p>The agreement should ensure the independent exercise of professional judgment by any and all health care professionals</p>



Choice	provided services for either party as well as the patients' freedom to present to any provider of his or her choice. (Beisecker, 1990; Leifer, 2009; NACHC, 2012; Winblad, 2008)
Record Keeping and Reporting	The agreement should address the contractor's and health center's obligations regarding the development and maintenance of, and access to, business and medical records related to the services provided under the agreement. <i><u>Financial and Programmatic Records and Reports:</u></i> The agreement should specify that the contractor and health center develop and maintain certain programmatic and financial records and reports and either furnish such reports to each other or provide reasonable access, as applicable. <i><u>Dental Record Keeping:</u></i> The agreement should specify the contractor's obligation to develop medical records/notes consistent with the health center's policies.
Compliance with Applicable Law	The agreement should specify certain contractual provisions required under federal procurement law (45 CFR Part 74)
Insurance	The agreement should specify each party's insurance obligations.
Confidentiality of Patient and Business Information	The agreement should address confidentiality of both patient information and business/proprietary information.
Term and Termination	The agreement should include the term of the agreement and the conditions under which it may be terminated prior to expiration.
Standard or Boilerplate Contract Terms	Standard or boilerplate terms address the parties' usual and customary contractual rights and obligations under most binding agreements. Certain exceptions are noted below. Specific terms included in a Health Center's agreement should be tailored to fit the specific needs of both parties. Usually standard terms include: notices, dispute resolution, relationship of the parties, severability, assignment, force majeure, governing law, and authority.

General Recommendations: As it relates to **payment/reimbursement**, Cabarrus Health Alliance should consider the cost and overhead of providing FTE dentist to Guilford County Health Department and determine a percentage of production or revenue that will need to be remitted from Guilford County Health Department (GCHD) to Cabarrus Health Alliance (CHA). This decision should be made using the general collection rate of GCHD to ensure a decreased chance of obtaining a loss for either party. The DMC recommendation would be cost and fringe of Leased Provider for total time FTE used by GCHD plus 10% of production remitted back to CHA to cover unexpected cumulative overhead which may occur during the term of the agreement. In addition, a cap will need to be considered on production collections that GCHD can collect that will allow CHA to include work being done at GCHD as part of its *provider incentive program*.



Therefore, when the provider meets the requirements for incentive payments, CHA would be able to pay using the additional funds from GCHD once the cap value is met.



#2: SHARED MOBILE DENTAL UNIT

The use of the mobile dental unit may serve as the best means to assist Guilford County Health Department in increasing capacity. The use of portable or mobile dental equipment is quickly becoming a necessary aspect to those providing dental care to the underserved (Harrison et al., 2007; Quan et al., 2011). A “google scholar,” “PubMed,” and “Medline” search yielded zero results of any publication or presentation evaluating the sharing of mobile or portable dental clinics/equipment. It would be extremely beneficial to the overall health care system for this collaborative to publish and/or present the organizations results and patient care outcomes of sharing a dental mobile unit.

Appendix B includes template agreements that can be used by both parties to fabricate contracts and agreements.

It is the recommendation of Dental Medicine Consulting that prior to signing any agreement both parties should conference with their individual legal advisors.

Definition:

A lease of clinical capacity agreement is an agreement under which a health center/entity leases clinical capacity from another provider or health center/entity to furnish clinical services to the health center’s patients on behalf of the health center/entity and under the health center’s oversight and control. It is used when a health center needs additional clinical capacity to ensure access for its patients, but does not or cannot directly employ a clinician (or clinical space, materials, equipment) to furnish such services, and sets forth the terms and conditions under which the health center exercises appropriate oversight and monitoring of the contracted services and the clinicians furnishing the services and maintains appropriate accountability for the funds expended to pay for the contracted services. [NACHC, 2012]

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Strategic Recommendations for Agreement [Sharing Mobile Equipment/Transport]

<p><i>Declaration of Transport Dental Care</i></p>	<p>Cabarrus Health Alliance and Guilford County Health Department recognizes that the Transport [Mobile] Dental Unit will be considered a “Clinical Environment” at the time that the unit is completely set up and ready to be used for dental care administration.</p> <p>Every clinical provider, resident, student, volunteer, and staff member is responsible to:</p> <ul style="list-style-type: none"> • Comply with the policies and procedures and parameters of care; • Comply with appropriate infection control guidelines; • Comply with bi-annual certification in basic life support procedures at the health professional level by an American Heart Association approved BLS training center;
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	<ul style="list-style-type: none"> • Maintain a clean, safe, hazard-free, and orderly environment; • Return dental records promptly to the chart room or designated area; • Report immediately malfunctioning equipment or special housekeeping requirements; • Ensure that the treatment areas are used only for patient care (Laboratory procedures not requiring the patient’s presence should be performed in the designated laboratory); • Comply with regulations related to clinic and building access; • Comply with HIPAA standards; • Comply with all state regulations and codes; • Comply with Conflict of Interest guidelines; • Comply with Sexual Harassment policies; • Ensure that the patient’s needs are the primary concerns of all clinical activity.
<p>Defining Scope of Services</p>	<p>Using portable dental equipment, services include:</p> <ul style="list-style-type: none"> • Dental exam and diagnosis – learn what dental treatment your child needs • Cleaning – remove bacteria that causes cavities and gum dise • Fluoride treatment - fluoride makes teeth stronger to prevent cavities • Dental sealants – seal over the deep grooves on the chewing surfaces of back teeth to prevent your child from getting cavities. • Fillings – remove decay from your child’s teeth and put in a filling to restore the tooth’s function. This may also include the application of a local anesthetic. • Treatment and/or referral depending on the location - if your child requires more advanced dental procedures, you will be notified along with referral options which may include services that can be provided at a select _____ site.
<p>Guidelines for Sequencing Treatment</p>	<p>The agreement should discuss and provide a general statement on sequencing treatment plans to ensure low risk/liability between the two parties. The guidelines for sequencing treatment will follow accepted standards and are provided in Appendix C. (Stefanac & Nesbit, 2006)</p>
<p>Payment for Use of Mobile Dental Clinic</p>	<p>The payment section should include provisions specifying the health center’s payment arrangement to the contractor. For the use of equipment and/or space, a flat rate lease agreement is usually used with a set number of days involved in the yearly lease. Cost (including depreciation absorption) plus 5-20% of revenue or production to cover any FTE overhead for scheduling, planning, and communication, is recommended.</p>
<p>Oversight and Evaluation</p>	<p>The agreement should include provisions under which the health center retains general oversight and control over equipment leased from the contractor, as the right to approve, monitor, evaluate, and in certain</p>



	circumstances, remove and request replacement of leased equipment.
Record Keeping and Reporting	<p>The agreement should address the contractor’s and health center’s obligations regarding the development and maintenance of, and access to, business and medical records related to the services provided under the agreement.</p> <p><u>Financial and Programmatic Records and Reports:</u> The agreement should specify that the contractor and health center develop and maintain certain programmatic and financial records and reports and either furnish such reports to each other or provide reasonable access, as applicable. A checklist of condition of vehicle/clinic space should be completed and evaluated on a set and regular basis.</p> <p><u>Dental Record Keeping:</u> The agreement should specify the contractor’s obligation to develop medical records/notes consistent with the health center’s policies.</p>
Insurance	The agreement should specify each party’s insurance obligations.
Confidentiality of Patient and Business Information	The agreement should address confidentiality of both patient information and business/proprietary information.
Term and Termination	The agreement should include the term of the agreement and the conditions under which it may be terminated prior to expiration.
Standard or Boilerplate Contract Terms	Standard or boilerplate terms address the parties’ usual and customary contractual rights and obligations under most binding agreements. Certain exceptions are noted below. Specific terms included in a Health Center’s agreement should be tailored to fit the specific needs of both parties. Usually standard terms include: notices, dispute resolution, relationship of the parties, severability, assignment, force majeure, governing law, and authority.

General Considerations: Because the vehicle is ultimately owned by Cabarrus Health Alliance, the Contractor will be held responsible in the event of a motor vehicle accident in which personal injury, death or dismemberment occurs. The responsibility will extend for both the occupants of the vehicle and those individuals outside of said vehicle that undergo bodily harm or death. Therefore, CHA needs to determine how occupants will be insured during the transport of the mobile dental unit to ensure reduced/limited liability. CHA may want to have the Lease Employee or an employee of record transport the mobile unit to site for use and/or have limited use of the mobile dental unit by non- employees or non-Leased Employees when it is in active transport.



#3: COLLABORATIVE BULK PURCHASING

To reduce the cost of disposable supplies and usable materials, community health centers began to recommend that dental clinics adopt bulk or joint ordering and use their non-profit status to obtain discounts and donations from their suppliers. These approaches are regularly in use across California (California Health Care Foundation, 2008; First 5 Santa Barbara County, 2005). One well established group purchasing program is organized by the San Diego Council of Community Clinics (www.councilconnections.com), in which testimonials depict savings at an approximate 20%.

Initial Challenges to Address

Both CHA and GCHD ordering designees will need to conference to determine the most advantageous way to proceed with joint or bulk ordering. Direct supervisors of these employees will also need to have profound understanding of the proposed process to maintain an appropriate level of accountability and determine the impact (both positive and negative) of this new system of material and supply delivery.

- A list of similar and differing items as well as a quarterly ordering menu will need to be created.
- Determine which items each site is obtaining with the government pricing and which items are not eligible for pricing. Items that fall outside of special programs pricing will offer the highest cost savings with bulk ordering.
- Examine the two lists to determine if one site is getting a better price on similar items.
- In the areas of differing items (i.e. CHA using one type of composite resin and GCHD uses another) between the sites, determine where compromise exists that will allow for joint ordering of the same item to take advantage of supplier deals.
- Provider willingness will be imperative to the success of this venture. It will be vital for both organizations to have open discussions with the dentists and hygienists as to why this endeavor is being pursued and determine areas where the providers would be willing to compromise with the more intensive (and usually more expensive) materials (i.e. composite resins; impression materials; anesthetics; restorative liners and bases; etc.)
- Space limitations of each site will need to be discussed to determine the availability of storage of ordered supplies. This will allow a better determination of how far out (time period) supplies can be ordered.
- A thorough Shipping and Receiving plan will need to be determined whereas each site has a method of ordering needed supplies/materials and shipping of these items will occur to the appropriate location. Questions that will need to be answered:
 - Which site will serve as chief ordering clerk – it has been shown that having one person in charge of final ordering results in better organization (California Health Care Foundation, 2008)



- Determine the site ordering process: paper versus electronic; communication between sites- email, messaging, telephone, fax; consider the possibility of auto-drafting heavily used disposables (i.e. ordering a set amount of napkins and saliva ejectors every quarter)

Considerations in the Process of a Bulk Ordering Collaborative

- Consider quarterly ordering which has been proposed as the best practice time model. This will allow for bulk purchases while limiting liability of having changes in practice modalities or new items brought to market that are less expensive alternatives. (Xu et al., 2011)
- Both parties will need to enter agreement as to what items will be ordered and the exact frequency of these orders needs to be dutifully recorded
- It will be vital for the responsible party to elicit competing quotes to determine which suppliers will offer best pricing solutions
- Determine most expensive materials and determine ability to reduce cost and have provider buy in

Additional Opportunities to Consider

- Working with other dental clinics in the Parties' surrounding areas to form a larger collaborative
- Explore joining an existing collaborative (www.councilconnections.com)
- Many suppliers are initiating a scan and delivery system such as Benco Supply Company. In this system the client is given scanner guns and purchase bar codes for commonly purchased items. Once these items are scanned they go into an ordering form (or consider it a Checkout Cart) at the supplier's site that is specific to the organization. The ordering clerk can then check the item and determine to purchase or cancel. This has proven very beneficial for organizations that have more than one site.



References:

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Appendix A (Template SAMPLE Agreement - Lease of Clinical Capacity FTE Provider)

Insert specific party information and definitions at introduction of agreement.

For template purposes: Contractor refers to Cabarrus Health Alliance and Health Center
Refers to Guilford County Health Department.

Scope of Work

Scope of Services:

Contractor agrees to provide, through its own personnel or by contract, the professional services of certain clinicians (the Leased Providers) to furnish to health Center's patients, on behalf of health Center, certain clinical services consistent with the health Center's approved scope of project or scope of services. The services to be provided are more specifically set forth in the Scope of Work, attached hereto as Exhibit __ *(recommendation is for Cabarrus or Guilford to site its parameters of care and policies and procedures)* and incorporated herein by reference. The Parties acknowledge that during the course of this Agreement, the Parties may mutually amend Exhibit __ in writing, as reasonable, appropriate and necessary to effectuate the purposes of this Agreement.

Policies and Procedures:

Contractor shall assure that all leased services are available and accessible to health Center patients and are furnished promptly and in a manner that assures continuity of care, in accordance with: (1) the terms of this Agreement; (2) all relevant federal, state, and local laws, regulations, and generally accepted principles and practices, including but not limited to, all requirements of Health Center's relevant federal and/or state grants, mandates, or memorandum of agreement; (3) health Center's applicable policies and procedures, as may be amended from time to time with respect to health care services clinical guidelines and protocols, quality assurance standards, productivity standards, standards of conduct, job descriptions, and provider grievance and complaint resolution procedures. Health center shall provide such policies and procedures to Contractor prior to execution of this Agreement and shall notify contractor of any amendments thereto not less than thirty (30) days before that are to take effect.

Professional Qualifications:

Contractor represents that, during the term of this Agreement, each Leased Provider furnishing services pursuant to this Agreement shall: (1) be duly licensed, certified, and/or otherwise qualified to furnish such services; (2) have such additional qualifications, credentials, and privileges as Health Center may reasonably require in order for the Leased Provider to furnish the contracted services; (3) be and remain eligible to participate in Medicaid, Medicare, and other federal, state, and private health care programs; and (4) not engage in any action that may adversely affect the ability of Leased Provider to furnish services pursuant to this Agreement.



Payment

Amount of Payment

Health Center will pay Contractor for the clinical services provided by Leased Providers, on behalf of Health Center, in accordance with the rates and schedule set forth in Exhibit _____. All payments to Contractor specified in this Agreement have been determined through good faith and are consistent with what the Parties reasonably believe to be within fair market value for the services to be provided. It is specifically agreed and understood between the Parties that nothing in this Agreement is intended to require, nor requires, nor provides payment or benefit of any kind (directly or indirectly) of, the referral of individuals or business to either Party by the other Party.

Payment Procedures

No later than the ____ day each month, Contractor shall submit to health center a request for payment documenting for the previous month the actual number of encounters/visits and/or actual services rendered and/or total contributory production furnished by Leased Providers to Health Center's patients. Health Center shall reimburse Contractor promptly (not to exceed 30 days) subsequent to Health Center's receipt of a properly documented Request of Payment.

Billing

The Parties agree that all patients receiving services from Leased Providers pursuant to this Agreement shall be considered patients of Health Center. Accordingly, Health Center shall be responsible for billing of such patients, as well as third-party payors, and the collection of any and all payments. Except as otherwise agreed, Contractor agrees that neither it, nor its Leased Providers furnishing services hereunder, shall seek reimbursement from any health Center patient or from any third party healthcare payor for services rendered pursuant to this Agreement.

Oversight and Evaluation

General Oversight

- A. Health Center shall establish and implement all financial, health care and personnel policies and procedures related to its operation including but not limited to the policies and procedures relevant to the performance of services by Leased Providers.
- B. Health Center shall be responsible for the daily administration of the Leased Providers furnishing services under this Agreement. Health Center, through its Executive Director or appropriate designee, shall exercise ultimate authority over the following determinations: (1) whether each leased Provider meets Health Center's professional qualifications and standards and, as applicable, credentialing requirements; (2) applicability to each lease Provider of health



Center's applicable policies and procedures and (3) whether each Leased Provider is performing satisfactorily and consistent with federal, state, and local laws and regulations.

Evaluation and Removal

- A. The day-to-day performance of all Leased providers furnishing services hereunder shall be subject to the evaluation and approval of health Center's Executive Director or Designee. If any Leased Provider fails to meet applicable professional qualifications or to perform in accordance with applicable laws, regulations, policies, procedures, protocols, or standards, or if Health Center's Executive Director or Designee is dissatisfied with the performance of any Leased Provider, Health Center shall notify Contractor in writing, of its determination and may require that Contractor suspend/terminate the performance of such Leased Provider and, as applicable and necessary, request that Contractor replace him/her, subject to an opportunity for the Parties to resolve such circumstance to the satisfaction of both Parties.
- B. Contractor shall, as soon as reasonably practicable, notify Health Center of any action, event, claim, proceeding, or investigation (including but not limited to: any report made to the National Practitioner Data Bank) which could result with respect to any Leased Provider in revocation, termination, suspension, limitation or restriction of such Leased Provider's license, certification, or qualification to provide such services. Contractor will, upon request of health center, suspend such individual from providing services pursuant to this Agreement, until such time as a final determination has been made with respect to the aforementioned allegation, action, event, claim, proceeding, or investigation.
- C. Removal from health Center shall not serve to automatically terminate any Leased Provider's employment with Contractor. The hiring, firing, disciplining and determination of compensation and benefits of the Leased Provider shall be within the sole discretion of the Contractor, as the employer of Leased Provider. Contractor shall also maintain the independent discretion and authority to terminate any Leased Provider.

Provider Judgment and Freedom of Choice

All health and health-related professionals employed by or under contract with either Party shall retain sole and complete discretion, subject to any valid restriction(s) imposed by participation in a managed care plan or federal or state or local or private insurance entity. All such patients shall be advised that subject to any valid restriction(s) imposed by participation in a managed care plan or federal or state or local or private insurance entity, said patients may request referral to any available provider(s) they choose.

Record Keeping and Reporting



Financial and Programmatic Records/Reports

- A. Contractor shall prepare, maintain and furnish to health center programmatic information, and reports pertaining directly or indirectly to the services furnished by Leased Providers pursuant to this Agreement which Health Center may reasonably deem appropriate and necessary for the monitoring and auditing of this Agreement, in such form and with such frequency as health Center may proscribe.
- B. Contractor shall prepare and maintain financial records and reports, supporting documents, statistical records, and all other documents related and pertinent to this Agreement for a period of four (4) years from the date of this Agreement. If an audit, litigation, or other action involving the records is started before the end of the four (4) year period, Contractor agrees to maintain the records until the end of the four (4) year period or until the audit, litigation, or other action is completed, whichever is later.

Dental/Medical Records

Leased Providers shall establish and maintain medical records relating to the diagnosis and treatment of Health Center's patients by Leased Providers pursuant to this Agreement, which records shall be prepared in accordance with Health Center's clinical standards and privacy policies and procedures. The Parties agree that Health Center shall retain exclusive ownership of all dental/medical records of Health Center's patients.

Compliance with Applicable Law

The Parties agree to comply with the Civil Rights Act of 1964 and all other federal, state or local laws, rules and orders prohibiting discrimination. Consistent with the foregoing the Parties agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by U.S. Department of Labor regulations at 41 C.F.R. Part 60.

Insurance

Contractor agrees to secure and maintain or cause to be secured and maintained, with respect to Contractor and the Leased Providers, Worker's Compensation and comprehensive general liability insurance coverage, consistent with prevailing standards. Contractor agrees to secure and maintain, or cause to be secured and maintained, during the term of this Agreement, policies of professional liability (malpractice, errors and omissions) insurance and/or self-insurance providing coverage of at least _____ per incident and _____ aggregate against professional liabilities for itself and the Leased Providers, which may occur as a result of services provided under this Agreement. If such professional liability insurance is written in a "claims made," as opposed to an "occurrence" form, Contractor agrees to purchase or



otherwise make arrangements for a “tail” or extended disclosure period policy for all activities so insured during the course of this Agreement. Contractor shall furnish certificates of insurance to Health Center upon request, and will give health Center thirty (30) days advance notice of any material change in such insurance status.

Confidentiality of Patient and Business Information

Patient Information

The Parties shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of the Health Center Patients, in accordance with all applicable federal and state laws and regulations (including but not limited to the health Insurance Portability and Accountability Act and its implementing regulations set forth at 45 C.F.R. part 160 and part 164) and Health Center’s policies and procedures regarding the privacy and confidentiality of such information. The Parties shall: (1) not use or disclose patient information, other than as permitted or required by this Agreement for the proper performance of its duties and responsibilities hereunder; (2) use appropriate safeguards to prevent use or disclosure of patient information, other than as provided for under this Agreement; and (3) notify the other immediately in the event the Party becomes aware of any use or disclosure of patient information that violates the terms and conditions of this Agreement or applicable federal and state laws or regulations.

Business and Propriety Information

Except as is necessary in the performance of this Agreement, or as authorized in writing by a Party or by law, neither Party shall disclose to any person, institution, entity, company, or any other party, any information which is directly or indirectly related to the other Party that it receives in any form as a result of performing obligations under this agreement, or of which it is otherwise aware. The Parties also agree not to disclose, except to each other, any proprietary information, professional secrets or other information obtained in any form during the course of carrying out the responsibilities under this Agreement, unless the disclosing party receives prior written authorization to do so from the other Party or as authorized by law. The Parties shall ensure that their respective directors, officers, employees, agents, and contractors are aware of and shall comply with the aforementioned obligations set forth in this Section.

Term and Termination

- A. This Agreement shall remain in effect for a term of _____, starting _____ (the effective date), unless terminated at an earlier date in accordance with the statements of this Agreement. The Agreement may be renewed for additional terms, subject to health Center’s determination that Contractor’s performance was satisfactory in the prior term and successful re-negotiation by the Parties of key terms, as applicable.



- B. The Agreement may be terminated for cause upon written notice by either party. "Cause" shall include but is not limited to, the following: (1) a material breach of any term of this Agreement, subject to a thirty (30) day opportunity to cure and a failure to cure by the end of the thirty (30) day period; (2) the loss of required insurance by either Party; (3) the loss or suspension of any license or other authorization to do business necessary for either Party to perform services under this Agreement; (4) a material change in the financial condition of a Party, which reasonably indicates that such Party will be unable to perform as required under this Agreement; and (5) the good faith determination by health Center that the health, welfare and/or safety of its patients receiving care from Contractor and its Leased Providers is or may be jeopardized by the continuation of the Agreement.
- C. This Agreement may be terminated by either Party at any time, without cause, upon 90 days written notice to the other Party.
- D. This Agreement may be terminated, in whole or in part, at any time upon the mutual agreement of the Parties.

Boilerplate Contract Terms

Notices

Any and all notices required to be given under this Agreement shall be in writing, and delivered in person or sent by registered or certified mail or by electronic mail to the following addresses:

Health Center:

Contractor:

The foregoing addresses may be changed and/or additional persons may be added thereto by notifying the other Party hereto in writing and in the manner hereinafter set forth. All notices shall be effective upon receipt.

Dispute Resolution

Any dispute arising under this Agreement shall first be resolved by informal discussion between the Parties, subject to good cause exceptions, including but not limited to disputes determined by either Party to require immediate relief. Any dispute that has failed to be resolved by informal discussion between the Parties within a reasonable period of time of the commencement of such discussions (not to exceed thirty (30) days) may be resolved through any all means available.

Force Majeure

Neither Party shall be liable for failure to perform any of its obligations hereunder if such failure is caused by and event outside its reasonable control, including but not limited to, an act of God or an act or threat of terrorism.

Governing Law



This Agreement is made pursuant to and shall be governed by the laws of the State of North Carolina, as well as all applicable federal laws, regulations, and policies, including but not limited to all laws, rules, policies, and other terms applicable to Contractor and/or Health Center's status. Should such laws be amended so as to modify this agreement, such amendment shall be incorporated herein and be immediately effective between the Parties.

The Agreement should end with appropriate citation of signees and date of signature rendered.



Appendix B (Template SAMPLE Agreement - Lease of Clinical Capacity Mobile Dental Unit)

WHEREAS, the GUILFORD COUNTY HEALTH DEPARTMENT – DEPARTMENT OF DENTISTRY (HEREINAFTER “Health Center”) desires to provide transport dental care for patients within their service area at various locations; and

WHEREAS, CABARRUS HEALTH ALLIANCE (HEREINAFTER “Contractor”) owns and operates a mobile dental clinical unit (HEREINAFTER “MDCU”) which, in part, provides dental transport dental care to underserved patients; and,

WHEREAS, Health Center desires to lease and/or rent the Contractor’s MDCU; and

WHEREAS, the Contractor desires to engage and assist the Health Center to provide transport dental services to patients of Health Center’s service area by renting and/or leasing their owned and operated MDCU; and,

WHEREAS, Health Center desires to conduct part of its practice of dentistry using Contractor’s MDCU on the terms and conditions hereinafter set forth; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act (HIPAA) as referenced herein and set forth hereto in Appendix “A”, HIPAA Business Associate Addendum, is hereby made part of this Agreement and incorporated by reference;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Health Center agrees to conduct an independent practice of dentistry at various locations within the Health Center’s service area. Contractor in turn, agrees to provide Health Center with the required transport space and sufficient time to conduct its dental practice.
2. Both parties agree to conduct open communication to reach mutual advantageous scheduling of the MDCU with the Contractor coordinating the overall scheduling of the MDCU. \



3. Health Center agrees that it is responsible for furnishing, at its own expense, all additional necessary equipment and supplies and its own paid personnel or use of Leased Personnel via the Contractor, as determined by Contractor, for the proper and safe operation of its transport clinic. Furthermore, Health Center agrees that the daily operation costs associated with the use of the MCDU will be the sole responsibility of Health Center during their scheduled use and includes but not limited to: Gas, minor to major damage, standard equipment repair).
4. Contractor will agree to regular and appropriate use of a DAILY pre- and post- checklist to be verified before and after use to include conditions of MCDU, specific equipment, and stock available. The checklists are attached for review as Exhibits ____ and ____.
5. Contractor would be responsible for regular maintenance or service of the MCDU, in which the Health Center will be notified not less than thirty (30) days of the date of MCDU service.
6. Both Contractor and Health Center understand that Health Center will seek payment for completed services from Medicaid and other insurance carriers for which the patients are eligible. The Contractor shall not be responsible for the billing and payments of completed services,
 - (a) Pursuant to Section 952 of the Omnibus Reconciliation Act of 1980 (the "Act"), both Parties agree, in compliance with the Act, to make available to the Secretary of the Department of Health and Human Services or the U.S. Comptroller General (or their duly appointed representatives) such books, documents, and records as are necessary to verify the nature and extent of the costs of services provided hereunder and both parties agree to keep such books and records available for such review for a period of ____ years from the date the service is rendered.
7. Health Center agrees that Contractor is not responsible for disposing of all bio-hazardous waste products created as a result of the operation of the dental clinic during use of GCHD and that Health Center shall be solely responsible for the same.
8. Health Center agrees to treat all patients with proper infection control procedures including barrier protection, chemical disinfectants, sterilization, and, where possible, disposable equipment.



9. Contractor agrees to maintain the appropriate amounts of Automobile insurance necessary for it to satisfy its obligations under this Agreement. Health Center agrees to abide to the policies and procedures related to company fleet/company car protocols of the Contractor. Contractor agree to set forth specific parameters of driving the MCDU including but not limited to specific personnel that can drive the MCDU; specific personnel that can be transported on the MCDU during travel; and at request of the Health Center, the Contractor must provide proof of insurance coverage including appropriate liability and collision insurance in case of accident during MCDU transport. This protocol is available as Exhibit ____ .

Both Parties represents and warrants that they are, and each of the dentists and dental professionals working on each Parties behalf or in their employ using the MCDU are, duly licensed and in good standing with the Board of Registration in Dentistry of the North Carolina and agrees promptly to notify the Health Center / Contractor upon the institution of any disciplinary proceedings or investigations against each Party or dentists performing services hereunder on their behalf.

10. Health Center shall indemnify Contractor, its officers, employees, boards, committees, agents and directors for, and hold each of them harmless against, any losses, injuries, illnesses, expenses, claims, damages or liabilities incurred without gross negligence, bad faith or willful misconduct on the part of Health Center or such other indemnified party in connection with the acceptance or administration of this Agreement and performance hereunder, including, without limitation, the costs and expenses of defending against any claim of liability there from, directly or indirectly, and Health Center's insurance provider will promptly reimburse Contractor for legal and other expenses reasonably incurred in defending any such loss, claim, expense, damage or liability.

11. Payment of Lease/Rental of the MCDU by Health Center shall include a monthly flat rate payment of \$_____ plus ____% of revenue during use of mobile unit to cover additional overhead related to use, maintenance, staffing, and scheduling. Payment is to be rendered on ____ of the month and shall never exceed more than thirty (30) days past due date, or Contractor will have the right to charge a rate fee of ____%.

12. The term of this Agreement shall commence on _____ (the "Commencement Date") and, unless earlier terminated as provided herein, and shall continue for a period of two calendar (2)



years from the Commencement Date. This Agreement shall be automatically renewed at the end of the two year period unless either party wishes to terminate with a 90 day notice.

13. It is understood and agreed that either party retains the right to revoke this Agreement at any time, and for reasonable cause, upon ten (10) days written notice, upon the delivery of which notice Health Center shall cease performing transport dental services. Notwithstanding the foregoing, the Contractor may also terminate this Agreement at any time and for any reason or for no reason at all upon ninety (90) days written notice.

14. The Parties hereto shall maintain the confidentiality of "Protected Health Information" as that term is defined in 45 CFR Part 164, to the extent required by applicable law and regulations. The Parties agree and acknowledge that this Agreement is subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Each party will use its reasonable best efforts to work with the other to ensure that the Contractor and Health Center comply with all applicable requirements of the law.

The Parties will make available and/or transfer certain information, in conjunction with goods or services that are being provided by Health Center that is confidential and must be afforded special treatment and protection. The Parties acknowledge that this information, otherwise referred to as Protected Health Information, can be used or disclosed only in accordance with this Agreement and 45 CFR Parts 160 and 164.

The Parties acknowledge that the forgoing provisions are designed to comply with the mandates of 45 CFR Parts 160 and 164 with respect to the protection and privacy of Protected Health Information. Should the provisions of 45 CFR Parts 160 and 164 change or be amended after the date of this Agreement, the Parties shall engage in negotiations to amend the provisions of this Agreement to comply with such changes or amendments. If the Parties fail to agree on reasonable amendment to the provisions of this Agreement, either party may terminate the Agreement upon written notice to the other.

15. It is expressly agreed and acknowledged by the Parties that Health Center is an independent contractor of the Contractor under this Agreement. No agency or employment relationship, partnership, joint venture or association is created by this Agreement.

16. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered in person or sent by certified mail, return receipt requested, addressed as follows:



Cabarrus Health Alliance
[add address]
And/or
Guilford County Health Department
[add address]

17. All notices, approvals, consents and other instruments required or permitted to be given under this Agreement shall be in writing.

18. This Agreement may not be changed, modified or discharged, except in writing, and signed by both parties.

19. This Agreement constitutes the entire understanding between Health Center and Contractor. There are no understandings, representations, or agreements, either oral or written, other than those set forth herein.

20. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance herewith and such provisions shall remain in full force and effect.

21. In the event any provision of this Agreement is held invalid and illegal, or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event that any provision of this Agreement is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be modified to such extent as shall be necessary for such provision to be enforceable, and it shall be enforced to that extent.

22. This Agreement shall be governed by, construed and interpreted according to the laws of the North Carolina.

23. The undersigned represent that they have been authorized by each of the above-referenced parties to execute this Agreement.



Appendix C (Guidelines to Sequencing Treatment) [Stefanac & Nesbit, 2006]

GUIDELINES FOR SEQUENCING DENTAL TREATMENT

1. Systemic Treatment

- i. Consultation with patient's physician (when applicable)
- ii. Premedication
- iii. Stress/fear management
- iv. Any necessary treatment considerations for systemic disease

2. Acute Treatment

- i. Emergency treatment for pain or infection
- ii. Treatment of the urgent chief complaint when possible

3. Disease Control

- i. Caries removal to determine restorability of questionable teeth
- ii. Extraction of hopeless or problematic teeth
 1. Possible temporary replacement of teeth
- iii. Periodontal disease control
 1. Oral hygiene instruction
 2. Initial therapy
 - a. Scaling and root planning/prophylaxis
 - b. Controlling other contributing factors
 - i. Replace defective restorations, remove caries
 - ii. Reduce or eliminate parafunctional habits, smoking
- iv. Caries control
 1. Caries risk assessment
 2. Temporary restorations
 3. Definitive restorations
- v. Replace defective restorations
- vi. Endo therapy for pulpal or periapical pathology
- vii. Stabilization of teeth with temporary or foundation restorations
- viii. Referral services when applicable/necessary
- ix. Post-treatment assessment

4. Definitive Treatment

- i. Periodontal therapy
- ii. Stabilize occlusion
- iii. Surgical treatment
- iv. Occlusal adjustment



- v. Definitive restoration of individual teeth
- vi. Esthetic dentistry
- vii. Elective extraction of asymptomatic teeth
- viii. Prosthodontic replacement of missing teeth
- ix. Post-treatment assessment

5. Maintenance Therapy

- i. Periodic visits