



Neighborhood House Association

5660 Copley Drive • San Diego, CA 92111 • Voice (619) 715-2642 • Fax (619) 715-2670

CHAIRPERSON
Linda Graves

PRESIDENT & CEO
Howard H. Carey, Ph.D.

STANDARD DENTAL PROVIDER AGREEMENT

Contract # _____

This agreement is entered into this 1st day of _____, 2000 between NEIGHBORHOOD HOUSE ASSOCIATION, hereinafter referred to as NHA and hereinafter referred to as PROVIDER.

Name:

Telephone Number:

Address:

I.D. Number:

License Number:

=====

1. DURATION: The duration of this agreement shall extend from _____ 2000 through _____ 2001.
2. DUTIES OF PROVIDER: PROVIDER agrees to perform the services listed below and/or specified in the "Scope of Work."

SEE ATTACHED "SCOPE OF WORK"

3. COMPENSATION: The maximum amount payable under this agreement for all services provided to Head Start children is \$_____ and cannot be exceeded without an approved amendment to this agreement. Compensation shall be accomplished through the billing invoice of the provider in accordance with the fee schedule attached as EXHIBIT "B" and incorporated herein this reference.

Dental Providers will be accountable for any amounts above the pre-authorized levels. The agency will not reimburse claims exceeding those levels. When the provider reaches 75% of their contract rate, the agency will provide written notification.

NHA will pay a maximum of \$80.00 for the complete initial dental examination which shall include: two (2) bitewing x-rays and two (2) periapical x-rays (upper anterior, lower anterior); initial dental exam and prophylaxis fluoride treatment. If an incomplete initial examination is performed, payment will be based on the individual services provided. If the initial dental examination shows the child needs additional treatment, which exceeds \$120.00, additional authorization will be required. If the total treatment including the initial exam is

less than \$200.00, the work may be completed without pre-authorization. Payment will be made at the completion of all treatment.

4. CONTROLLING STATUS: Attached hereto as Exhibit "A" and incorporated herein by reference are the Assurances governing contracts between NEIGHBORHOOD HOUSE ASSOCIATION and PROVIDER for professional or technical services to the NEIGHBORHOOD HOUSE ASSOCIATION Head Start Program. The parties to this agreement shall abide by those terms and conditions.
5. TERMINATION: This agreement may be terminated upon twenty days written notice by NHA or dentist prior to the termination date for any reason.
6. ATTORNEY'S FEES: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
7. GOVERNING LAW: This agreement is governed and construed according to California law.

PROVIDER IS AN INDEPENDENT CONTRACTOR. PROVIDER AGREES TO DISCHARGE ALL OF ITS TAX AND OTHER LIABILITIES IN AN INDEPENDENT MANNER AND HOLD NHA HARMLESS THEREFROM.

PROVIDER:

NEIGHBORHOOD HOUSE ASSOCIATION

BY: _____

BY: _____

Howard H. Carey, Ph.D.,
NHA President & CEO

BY: _____

BY: _____

DATE: _____

DATE: _____

This agreement was executed in San Diego, California on the date first above written.

EXHIBIT "A"
ASSURANCES

The Provider hereby assures and certifies that Provider will comply with the regulations, policies, guidelines and requirements, including OMB Circulars No. A-95, A-102 and FMC 74-4, as they relate to the application, acceptance and use of federal funds for this federally assisted project. Also the Provider assures and certifies to NEIGHBORHOOD HOUSE ASSOCIATION that:

1. It possesses legal authority to enter into this agreement; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the execution of the agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the vendor to act in connection with the Agreement and to provide such additional information as may be required.
2. It will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
3. Contractor and each Subcontractor, if any, shall fully comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other Federal and State law and regulations hereinafter enacted.
4. It will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors and subcontractors on public building or public work financed in whole or in part by loans or grants from the United States").
5. It will comply with the provisions of the Hatch Act, which limits the political activity of the employee.
6. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
7. Regarding all negotiated contracts excluding those for less than \$2,500 the NHA, Federal Awarding Agency, Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

DENTAL PROVIDER SCOPE OF WORK

Assignments: The dentist agrees that he or she will not provide services to a Head Start participant without prior written authorization through Neighborhood House Association's purchase order and billing procedure. Neighborhood House Association will not make payment of, nor is the provider authorized to proceed forward with services to Head Start participants without first obtaining written authorization to do so.

Responsibilities: The dentist shall in a satisfactory and proper manner, perform the following:

- A. Dentist agrees to abide by all rules and regulations that govern the Head Start Program.

Attached hereto and incorporated herein by reference are the rules and regulations that pertain to the relationship of the dentist and the Head Start participant. Dentist agrees to abide by all such rules and regulations. Additionally dentist acknowledges that these rules and regulations may be changed at anytime during the term of this agreement. Dentist agrees to each change and amendment to the rules and regulations that govern the Dentist/Head Start participant relationships.

- B. Maintain and keep accurate records.

1. A copy of the Eligibility Form 404-A is attached hereto as EXHIBIT "C" and is incorporated herein by this reference.

Dentist agrees to comply with changes and amendments to this guideline.

Dentist must complete and sign the NHA Treatment and Billing Form. Only one billing form is to be utilized per patient. Copies may NOT be used except when extensive services exceed the one page form.

Distribution of Treatment and Billing Form: Pink copy ... Dentist; White and Yellow copies ... return to Central Office: Attention: Dental Consultant.

2. For those children who are Medi-Cal, dentist shall provide NHA with a copy of Medi-Cal's DCS form, so that the required government statistics can be maintained and additional service can be scheduled if necessary. Medi-Cal and other patient insurance are to be billed as primary.
3. Pre-authorization: Submission for pre-authorization for dental treatment is only required for total dental services exceeding \$200.00. If dentist is unable to complete requested treatment within time authorized, original claim form must be resubmitted for an extension of pre-authorization.

4. Timely Billing: A purchase order and number is assigned each provider upon submission of the signed contract. All authorized billings for the remainder of the year must use these designations. The fiscal year for billing purposed shall extend from July 1, 2000 through June 30, 2001. It is requested that all final billing be received within 30 days of completion of treatment.

All bills should be sent to the Neighborhood House Association Central Office at 5660 Copley Drive, San Diego, CA 92111 and not to individual Head Start centers in order to assure timely payment.

Payment cannot be made for bills received more than 60 days after completion of treatment. Bills for services rendered after June 30, 2001 must be received before July 15, 2001 or payment cannot be made. See attachment for Billing, authorization and payment.

5. It is necessary to provide diagnostic quality dental x-rays for use in determining authorization of needed restorations or with submission of final payment when pre-authorization is required.
 6. Provide parents with a brief discussion of the work that was completed and future steps proposed so as to build a sense of preventive and active dental care.
- C. Dentist agrees to provide dental services to the professional standard of care that is required of San Diego County Dentists. Dentist agrees to act in this independent contractual relationship, to provide a defense to Neighborhood House Association should Neighborhood House Association become a party to any claim or lawsuit.
 - D. Dentist agrees to hold harmless NHA from any such claim and payment of damages. Dentist further agrees to carry his/her own mal-practice insurance and agrees to supply Neighborhood House Association with certification of the existence of this insurance coverage. The minimum policy coverage shall equal one million dollars per each occurrence.
 - E. Providers will seek written pre-authorization if expecting to go beyond the stipulated contracted dollar amount.

PLEASE PROVIDE TO NHA THE FOLLOWING:

1. COPY OF YOUR DENTAL LICENSE.
2. COPY OF YOUR CURRENT DENTAL LIABILITY INSURANCE POLICY.
3. COPY OF YOUR CURRENT DEA LICENSE.
4. COPY OF YOUR CURRENT CPR CERTIFICATION.

