RESOLUTION APPROVING AGREEMENT WITH NEBRASKA DENTAL CENTERS SOUTHWEST, P.C.
FOR DENTAL CARE FOR JUVENILES IN THE JJC

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, from time to time dental services are needed for juveniles in the Juvenile Justice Center; and,

WHEREAS, the County of Sarpy desires to enter into a contract for professional dental services with Nebraska Dental Centers, Southwest, P.C., as outlined in the attached dental contract; and,

WHEREAS, entering into the contract for dental services with Dental Centers Southwest, P.C. is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the dental contract with Nebraska Dental Centers Southwest, P.C., a copy of which is attached.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk is hereby authorized to sign on behalf of this Board the dental contract with Dental Centers Southwest, P.C., a copy of which is attached, and any other related documents, the same being approved by the Board.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the ___ day of July, 2016.

Sarpy County Board Chairman

Sarpy County Clerk

ATTEST:
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Dental Contract for JJC

From time to time juveniles in the Sarpy County Juvenile Justice Center require various dental services. These services include oral evaluations, x-rays, removal of eruptions, fillings and crowns. The County has worked with Nebraska Dental Centers to provide similar services to inmates in the Jail at Medicaid rates. The proposed agreement will provide the same services to Juveniles at Medicaid rates.

Please feel free to contact me with any questions.

July 6, 2016

Beth Garber

cc: Deb Houghtaling
    Mark Wayne
    Scott Bovick
    Brian Hanson
    Tami Steensma
    Sharon Boehmer
County of Sarpy
Dental Contract
Sarpy County Dental Contract

This Contract is entered into between Nebraska Dental Centers, Southwest, P.C. (“NDC”), a Nebraska professional corporation and Sarpy County Nebraska (“County”), a body politic and corporate.

I. RECITALS

1.1 County operates a Juvenile Justice Center located at 9701 Portal Road, Papillion, NE 68046 which requires dental services.

1.2 NDC is a Nebraska Corporation that provides professional dental services through dentists and paraprofessionals qualified to practice in the state of Nebraska.

1.3 The intent of this Contract is to provide quality dental services at an affordable, competitive cost to the County for the benefit of the juveniles under its care, custody, and control.

1.4 Failure to abide by any of the following provisions may result in non-renewal of the Contract or may be cause for termination.

II. DEFINITIONS

2.1 "Dental" means belonging to the study and practice of dentistry or a dental specialty for the prevention, alleviation or management of an adverse medical/dental condition.

2.2 "Dental Services" means the professional dental services provided by NDC and covered by the County.

III. RELATIONSHIP BETWEEN THE COUNTY AND NDC

3.1 The County has negotiated and entered into this Contract with NDC for the provision of dental services for the individuals who are juveniles under the care, custody and control of the County. NDC is an independent entity and is not, nor is intended to be, the employee, agent or other legal representative of the County in the performance of the provisions of this Contract. Nothing in this Contract shall be construed or be deemed to create a relationship contrary to that of independent entity for the purposes of this Contract.

3.2 The County and NDC agree that all of the parties hereto shall respect and observe dentist/patient relationship that will be established and maintained by NDC. NDC may choose not to establish a dentist/patient relationship if NDC would have otherwise made the decision not to establish a dentist/patient
relationship had the patient not been a juvenile. NDC reserves the right to refuse to furnish services to a juvenile in the same manner as they would any other patient.

3.3 Nothing in this Contract is intended to be construed, or be deemed to create any rights or remedies in any third party, to include juveniles.

**IV. NDC SERVICES AND RESPONSIBILITIES**

4.1 NDC agrees to provide quality dental care in a cost efficient manner to include:

- Limited Oral Evaluation – Problem
- Panoramic film
- Surgical removal of eruption tooth/teeth
- Extraction – eruption tooth/teeth
- Intraoral – periapical first film
- Intraoral – periapical each additional film
- Fillings
- Crowns

4.2 For the purpose of reimbursement, NDC shall provide services to juveniles after verbal approval from the Juvenile Justice Center Director, or designated appointee.

4.3 NDC shall reimburse the County for any overpayments made to NDC within 30 days of NDC's receipt of the overpayment notification.

4.4 NDC shall submit to a patient record audit upon 48 hours advance notice.

**V. COUNTY’S SERVICES AND RESPONSIBILITIES**

5.1 The County agrees to pay NDC compensation pursuant to the provisions of Article VI.

5.2 The County agrees to adhere to confidentiality of patient's records and to only release pertinent clinical information in accordance with state and federal guidelines.

5.3 The County shall give a 48 hour notice prior to an audit of NDC records related to provision of services under this contract.
VI. COMPENSATION AND BILLING

6.1 NDC shall seek payment only from the County for the provision of dental services. The payment from the County shall be limited to the amounts referred to in paragraph 6.2.

6.2 The County agrees to pay NDC's billed charge for each procedure for the fee set by the federal government for Medicaid reimbursement for that procedure.

6.3 NDC shall bill the County on forms acceptable to the County within 60 days of providing the dental services. NDC shall use the current ADA codes or CPT codes when appropriate. NDC shall furnish, upon request at no cost, all information, including dental records and x-rays, reasonably required by the County to verify and substantiate the provision of dental services and the charges for such services if NDC is seeking reimbursement through the County.

6.4 The County shall reimburse NDC within 30 days of receipt of billings that are accurate, complete and otherwise in accordance with Article VI of this Contract. The County will not be responsible for delay of reimbursement due to circumstances beyond the County's control.

6.5 The County shall have the right at all reasonable times and to the extent permitted by law to inspect and duplicate all dental records relating to dental services rendered to covered juveniles at no cost to the County or the juvenile.

VII. LIABILITY AND INSURANCE

7.1 Neither party to this Contract, the County nor NDC, nor any agent, employee or other representative of a party, shall be liable to third parties for any negligent act by commission or omission of the other party in performance of this Contract and the terms and provisions herein.

7.2 NDC, at his/her sole expense, shall maintain a minimum of $1,000,000 per occurrence and $1,000,000 aggregate of insurance coverage for professional liability and will provide a certificate of such Professional Liability Insurance to County.

VIII. INDEMNIFICATION

8.1 NDC shall indemnify and hold County (including its elected officials, officers, agents and employees) harmless from and against any and all claims, demands, liabilities and costs incurred by the indemnified party or its employees, including reasonable attorney’s fees, arising out of or in connection with the indemnifying party’s acts, actions inaction or activities, or breach of professional or ethical duty or duties, whether as a result of negligence, intentional or willful misconduct.
IX. DISPUTE RESOLUTION

9.1 The County and NDC agree that their authorized representatives will meet in a timely manner and negotiate in good faith to resolve any problems or disputes that may arise in performance of the terms and provisions of this Contract. Nothing in this Article shall interfere with either party's rights under Article X. The terms of this paragraph are not intended to mandate mediation or arbitration, which are expressly disallowed.

X. TERM AND TERMINATION

10.1 The term of this Contract shall commence on the effective date on the signature page, and shall remain in effect until terminated by either party subject to 10.2.

10.2 Either party may terminate this Contract with or without cause, upon giving 60 day notice pursuant to 11.2.

10.3 Nothing in this Contract shall be construed to limit either party's remedies at law or in equity in the event of a material breach of this Contract.

10.4 This Contract shall terminate with respect to NDC upon:
   a) the loss or suspension of NDC professionals license to practice dentistry in the state of practice; or
   b) failure to maintain NDC's professional liability insurance in accordance with this Contract.

10.5 Following the effective date of termination, this Contract shall be of no further force or effect, except that each party shall remain liable for any obligations or liabilities arising from activities carried on by it hereunder prior to the effective date of termination of this Contract.

10.6 Following termination of this Contract, the County shall continue to have access to NDC’s records of care and services provided to juveniles for five years from the date of provision of the services.

XI. GENERAL PROVISIONS

11.1 This Contract or any of the rights, duties, or obligations of the parties hereunder, shall not be assigned by either party without the express written consent and approval of the other party.

11.2 At any place within this Contract that notice is required, it is the intention of the parties that only those with regard to termination by either party of participation in the Contract must be sent by certified mail, a return receipt
requested, at no other time when notice is required by this Contract is there an obligation by either party to use certified mail.

11.3 This Contract, together with its exhibits, contains the entire agreement between the County and NDC relating to the rights granted and the obligations assumed by the parties concerning the provision of dental services to juveniles. Any agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Contract not expressly set forth in this Contract are of no force or effect.

11.4 This Contract, or any part, section or exhibit of, or attached to it, may be amended at any time during the term of the Contract by mutual written consent of duly authorized representatives of the County and NDC.

11.5 This Contract is subject to all applicable Nebraska State Statutes and Rules and Regulations. Any provision of this Contract that is not in conformity with existing or future legislation shall be considered amended to comply with such legislation. Any interpretations or disputes with respect to contract provisions shall be resolved in accordance with the laws of the state of Nebraska.

11.6 The terms and provisions of this Contract shall be deemed to be severable one from the other, and the determination at law or in a court of equity that one term or provision is unenforceable, shall have no effect on the remaining terms and provisions of this entire Contract, or any one of them, in accordance with the intent and purpose of the parties hereto.

11.7 The waiver by either party of any breach or violation of any provision of this agreement shall not operate as, or be construed to constitute a waiver of any subsequent breach of the same or any other provision hereof.

11.8 Any notice or other communication by either party to the other shall be in writing and shall be deemed to have been given if either delivered personally or mailed, postage prepaid, registered or certified mail, addressed as follows:

If to NDC:

Nebraska Dental Center
8050 S. 84th St.
LaVista, NE 68128

If to County:

Deb Houghtaling
Sarpy County Board Business Office
1210 Golden Gate Dr, Suite 1250
Papillion, NE 68046

11.9 County NDC promise and agree to comply with all Federal and State laws and County ordinances, and such other rules and regulations as may apply to this Contract, including but not limited to: the Americans with Disabilities Act of 1990 (29 U.S.C.A. 12101, et seq.); the Rehabilitation Act of 1973 (29 U.S.C.A. 701, et seq.); and the Drug Free Workplace Act of 1988 (41 U.S.C.A. 701, et seq.). Furthermore, pursuant to Neb. Rev. Stat. 73-102, County and NDC
declare, promise, and warrant that they have and will continue to comply fully with the Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C.A. 1985, et seq.); and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. 48-1101, et seq. in that there shall be no discrimination against any person who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

11.10 NDC agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. NDC is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If NDC is an individual or sole proprietorship, the following applies:

1. NDC must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

2. If NDC indicates on such attestation form that he or she is a qualified alien, NDC agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify NDC's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. NDC understands and agrees that lawful presence in the United States is required and NDC may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

11.11 The use of tobacco is not permitted within the facilities or on the property of leased and owned Sarpy County buildings at any time including, but not limited to lawns, sidewalks, parking lots and vehicles on authorized County business.
IN WITNESS WHEREOF, the parties hereto have caused these instruments to be executed as of this 12th day of July, 2016.

County of Sarpy, Nebraska
A Body Politic and Corporate

CHAIRMAN:

7-12-2016

APPROVED AS TO FORM:

COUNTY ATTORNEY/DEPUTY

NEBRASKA DENTAL CENTER