



**REQUEST FOR BOARD ACTION**

**ITEM NO. 5b.**

**DATE OF MEETING:** August 20, 2012

**REQUESTED BY:** Carolyn Moser, Health Director, Pender County Health Department

**SHORT TITLE:** Resolution Authorizing Approval of Purchase Order for Dental Service Contracts for Fiscal Year 2012-2013: \$267,000

**BACKGROUND:** The Dental contracts are to fill the vacant openings for a contract Dentist and a contract Dental Assistant on the Mobile Dental Clinic that visits the schools. Funding is available within the Health Department budget, and no additional funding is needed.

**SPECIFIC ACTION REQUESTED:** To consider a resolution authorizing purchase order for Dental Services contract in the amount of \$267,000 for Fiscal Year 2012-2013.

**COUNTY MANAGER'S RECOMMENDATION**

Respectfully recommend approval.

  
Initial

**RESOLUTION**

**NOW, THEREFORE BE IT RESOLVED** by the Pender County Board of Commissioners that

a purchase order is authorized to Kathy Barnes, DSS in the amount of \$228,500, and Kim Hilburn, Dental Assistant in the amount of \$38,500 for Dental Services contracts for FY 12-13. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

900060 404500	Contract Services (Kathy Barnes, DSS)	\$228,500
900060-404500	Contract Services (Kim Hilburn, Dental Assistant)	<u>\$ 38,500</u>
	<b>TOTAL</b>	<b>\$267,000</b>

**AMENDMENTS:**

MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ UNANIMOUS

YEA VOTES: Brown \_\_\_ Tate \_\_\_ Rivenbark \_\_\_ Ward \_\_\_ Williams \_\_\_

\_\_\_\_\_  
George R. Brown, Chairman 8/20/12  
Date

\_\_\_\_\_  
ATTEST 8/20/12  
Date

HEALTH PROFESSIONAL CONTRACT

THIS AGREEMENT, entered into this 4th day of September, 2012, by and between the PENDER COUNTY HEALTH DEPARTMENT (hereinafter called "Department"), and Kathy Barnes, DDS (hereinafter called "Professional"), whose principal office and place of business is in Pender County.

WITNESSETH:

WHEREAS, Pender County Health Department (hereinafter called "Department") through staff assistance has established public health program(s) (hereinafter called the "Program"); and

WHEREAS, Professional has agreed to provide dental care services in support of said programs;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Scope of Services. Professional shall provide the services set forth in Schedule "A", attached hereto and made a part hereof by reference.

2. Term of Agreement. The term of this contract shall be one year from the date hereof, subject to prior termination pursuant to Section 18, with annual extensions for one (1) year period if agreed by both the Department and the Professional in writing.

3. Payment. Department shall pay Contractor for services rendered pursuant to this agreement the sum of \$130.00 per hour, not to exceed (32) hours per week, in a total of and not to exceed (1750) hours per fiscal year. Such payments will be made on a bi-weekly basis, the same schedule as health department employees. Department shall reimburse Contractor no more than the sum of \$1,000 towards continuing education, which will be reimbursed according to the County Education Reimbursement policy. The contractor may be reimbursed for costs for tuition, additional course fees, expenses for books, and other course material. Receipts for costs will be required by the County Finance office in order to be reimbursed.

4. Minimum Qualifications. Professional must be licensed to practice dentistry in North Carolina set forth in Schedule "B", attached hereto and made a part hereof by reference. If requested, professional must also authorize and submit to drug testing, background and driver's license checks, with the results satisfactory to the Department, in its sole discretion.

5. Independent Contractor. Professional acknowledges that, in entering into this contract and providing services, Professional is acting as an independent contractor; Professional shall not be deemed or construed to be an employee of the Department or Pender County. Professional shall be solely responsible for payment of all required State and Federal taxes. Professional shall acquire any Continuing Dental Education on the Professional's own time.

6. Indemnity. Professional shall indemnify and hold Department and Pender County, its agents and employees, harmless against any loss and all claims, demands, causes of actions, or other liability, including attorney fees, on account of contract or personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Professional hereunder, resulting from the negligence of or the willful act or omission of Professional.

7. Insurance. Professional shall maintain insurance from companies licensed to write business in North Carolina, with an A.M. Best rating of "A" or higher, and acceptable to County, of the kinds and minimum amounts specified below.

#### Professional Liability Insurance

The Professional will be required to obtain and maintain Professional Liability Insurance and shall hold and save the Department and Pender County harmless from any and all liability and expenses, including attorney's fees, court costs and all other costs incurred by the Professional, which are caused by the negligence of the Professional. The Professional will be required to maintain this coverage for a period of at least two (2) years beyond substantial completion of the contract.

This professional liability insurance shall contain a clause that will require thirty (30) days advance written notice of cancellation to the Health Department.

8. Extra Work. Department and Professional shall negotiate and agree upon the value of any extra work prior to the issuance of a Change Order covering said extra work. Such Change Order shall set forth the corresponding adjustment, if any, to the Contract Price and Contract time.

9. Conflict of Interest. No paid employee of the County shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

10. Assignability. It is mutually agreed by the parties hereto that this contract is not transferable and shall not be assigned by either party without the written consent of the other party to this contract.

11. Binding Effect. This contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

12. Further Actions. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this contract.

13. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

14. Notices. All notice required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Return Receipt Requested:

**To Department:**

Pender County Health Department  
ATTN: Donna Ramos, Finance  
803 South Walker Street  
Burgaw, NC 28425

**To Professional:**

Kathy Barnes, DDS

15. Nondiscrimination. Professional will take affirmative action not to discriminate against any patient or otherwise illegally deny any patient participation in or the benefits of the activities which are the subject of this contract, because of race, creed, color, sex, age, disability, or national origin.

16. Non-appropriation. All funds for payment by the Department under this contract are to be billed bi-weekly for service-time provided utilizing a bi-weekly "Pender County Payroll Time Sheet" (provided by the Department), and actual hours worked recorded. Total contract payments must not exceed \$ 228,500 for services rendered under the terms of this contract. Department shall not be obligated under this contract beyond the date of termination.

17. Amendments. This Contract shall not be modified or otherwise amended except in writing signed by the parties.

18. Termination. This agreement may be terminated by either party, at any time without penalty and without cause, provided that written notice of such termination is furnished to the other party with no less than (30) days prior to termination. This agreement may be terminated by either party at any time "for cause" without advance notice and without penalty, for failure in performance of duties or for failure to meet contract provisions.

19. Entire Agreement. This agreement constitutes the entire understanding between the parties and supersedes all prior and independent agreements between the parties covering the subject matter hereof. Any change or modification of this agreement must be in writing signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused the execution of the foregoing instrument, by authority duly given and in duplication originals, all on the day and year first above written.

**PENDER COUNTY HEALTH DEPARTMENT**

**PROFESSIONAL**

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Health Director

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Kathy Barnes, DDS

***THIS INSTRUMENT HAS BEEN REVIEWED BY THE COUNTY ATTORNEY  
THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL  
GOVERNMENT BUDGET AND FISCAL CONTROL ACT.***

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County Finance Officer

## **SCHEDULE A**

### Scope of Services

Professional shall provide dental care services to eligible citizens in Pender County. Clients eligible for dental care services include children and adults who are primarily residents of Pender County and are either covered by Medicaid/Medicare, NC Health Choice, private insurance, or are uninsured for dental care using the Pender County Health Department sliding fee schedule. Eligibility shall be determined by the Administrative Support assigned to the dental care program.

Professional shall:

- Abide by Pender County Health Department policies and procedures and (as applicable)
- Report directly to the health director, including any programmatic or fiscal changes prior to implementation.
- Work well with other dental program staff.
- Determine dental needs and treatment plans for patients participating in the dental care program.
- Provide comprehensive dental services to patients.
- Perform such procedures as oral examinations, analysis of oral growth and development, fillings, extractions, cleaning, topical fluoride applications, placement of plastic sealants, x-rays, stainless steel and acrylic crowns, bonding techniques, pulpotomies, etc
- Provide emergency dental care for the relief of pain and/or infection, usually the same day services are requested.
- Make valid assessments of conditions under which referral to a specialist is warranted, and assist with the referral process.
- Prescribe medication to treat patients or prepare for treatment.
- Maintain dental records accurately to manage risk, provide continuity of care and assure quality of care.

## **SCHEDULE A (cont)**

- Maintain high standards of accuracy in performing duties and responsibilities, exercising immediate remedial action to correct any quality deficiencies that occur in areas of responsibility.
- Maintain quality communication and interaction with intra- and interdepartmental personnel, and any external entities with whom position interacts.
- Have considerable knowledge of the practice and principles of dentistry, preventive measures, community resources and other standards of public health.
- Develop and maintain considerable knowledge of the principles and practices of the dental care program.

## SCHEDULE B

Professional shall have graduated from an approved school of dentistry, be properly and currently licensed to practice dentistry in the State of North Carolina and must have a valid North Carolina driver's license.

North Carolina Dentistry License Number \_\_\_\_\_

Social Security Number \_\_\_\_\_

NC State Driver's License Number \_\_\_\_\_

Professional shall have knowledge of state and federal guidelines for recommended dental practice and have working knowledge of the laws, ordinances, standards and regulations pertaining to the duties and responsibilities stated herein.

Professional shall have performance aptitudes which include:

- Ability to maintain credibility in the community, to deal tactfully and courteously with the general public and employees of the Pender County Health Department and be culturally sensitive.
- Ability to perform work involving considerable interaction with children, families and community agencies.
- Ability to exercise judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory, judgmental or subjective criteria, as opposed to that which is clearly measurable or verifiable.
- Ability to perform tasks requiring exertion of light physical effort in sedentary to light work; may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds) for such tasks as moving supplies or equipment. May involve lifting, holding and restraining children of heavier weight. May involve extended periods of time standing, stooping, sitting and stretching.

## **SCHEDULE B (cont)**

- Ability to perform work requiring extended periods of repetitive motions that include lifting, fingering, grasping, flipping, handling records, papers and supplies for such tasks as using dental and standard office equipment. Must be able to climb steps and balance one's self in narrow spaces. Work requires manual dexterity to include the ability to apply pressure with fingers and hands in performing such tasks as teeth extractions and other dental practices.
- Ability to perform work requiring visual perception and discrimination for providing dental services, operating clinic machines, computer screen and medical records. Ability to observe client and environment to identify problems. Work requires oral communications ability, including talking and hearing.
- Excellent mental concentration and alertness. Must have ability to work independently. Must have ability to follow oral and written instructions and explain instructions to others. Must have ability to use judgment in determining treatment plan and appropriate referrals. Must have ability to problem-solve and facilitate interventions. Must have ability to develop long-range and short-term goals for development of dental services.
- Ability to perform work inside and outside the clinical environment, but not substantially exposed to adverse environmental conditions. May be exposed to cleaning chemicals at times such as inhalants and deodorizers. Potential for biohazard exists, especially from communicable disease. Must be able to assess situation and determine correct protective equipment. Shall use extreme caution and follow written procedures when performing duties that could lead to injury or exposure. Shall report and/or follow-up reports of unsafe work practices. Must be aware of safety hazards at assigned work sites. Must report unsafe conditions to Health Director or designee.

HEALTH PROFESSIONAL CONTRACT

THIS AGREEMENT, entered into this 4th day of September, 2012 by and between the PENDER COUNTY HEALTH DEPARTMENT (hereinafter called "Department"), and Kim Hilburn (hereinafter called "Professional"), whose principal office and place of business is in Pender County.

WITNESSETH:

WHEREAS, Pender County Health Department (hereinafter called "Department") through staff assistance has established public health program(s) (hereinafter called the "Program"); and

WHEREAS, Professional has agreed to provide oral health services and dental assisting to improve the dental health in support of said programs;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Scope of Services. Professional shall provide the services set forth in Schedule "A", attached hereto and made a part hereof by reference.
2. Term of Agreement. The term of this contract shall be one year from the date hereof, subject to prior termination pursuant to Section 18, with annual extensions for one (1) year period if agreed by both the Department and the Professional in writing.
3. Payment. Department shall pay Contractor for services rendered pursuant to this agreement the sum of \$22.00 per hour, not to exceed (32) hours per week, in a total of and not to exceed (1750) hours per fiscal year. Such payments will be made on a bi-weekly basis, the same schedule as health department employees.
4. Minimum Qualifications. Professional must be certified to practice dental assisting in North Carolina set forth in Schedule "B", attached hereto and made a part hereof by reference. If requested, professional must also authorize and submit to drug testing, background and driver's license checks, with the results satisfactory to the Department, in its sole discretion.

5. Independent Contractor. Professional acknowledges that, in entering into this contract and providing services, Professional is acting as an independent contractor; Professional shall not be deemed or construed to be an employee of the Department or Pender County. Professional shall be solely responsible for payment of all required State and Federal taxes. Professional shall acquire any required Continuing Education (CE) on the Professional's own time.

6. Indemnity. Professional shall indemnify and hold Department and Pender County, its agents and employees, harmless against any loss and all claims, demands, causes of actions, or other liability, including attorney fees, on account of contract or personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Professional hereunder, resulting from the negligence of or the willful act or omission of Professional, his/her agents, employees and subcontractors.

7. Extra Work. Department and Professional shall negotiate and agree upon the value of any extra work prior to the issuance of a Change Order covering said extra work. Such Change Order shall set forth the corresponding adjustment, if any, to the Contract Price and Contract time.

8. Conflict of Interest. No paid employee of the County shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

9. Assignability. It is mutually agreed by the parties hereto that this contract is not transferable and shall not be assigned by either party without the written consent of the other party to this contract.

10. Binding Effect. This contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

11. Further Actions. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this contract.

12. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

13. Notices. All notice required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Return Receipt Requested:

**To Department:**

Pender County Health Department  
ATTN: Donna Ramos, Finance  
803 South Walker Street  
Burgaw, NC 28425

**To Professional:**

Kim Hilburn

14. Nondiscrimination. Professional will take affirmative action not to discriminate against any patient or otherwise illegally deny any patient participation in or the benefits of the activities which are the subject of this contract, because of race, creed, color, sex, age, disability, or national origin.

15. Non-appropriation. All funds for payment by the Department under this contract are to be billed bi-weekly for service-time provided utilizing a bi-weekly "Pender County Payroll Time Sheet" (provided by the Department), and **actual hours worked** recorded. Total contract payments must not exceed \$ **38,500** for services rendered under the terms of this contract. Department shall not be obligated under this contract beyond the date of termination.

16. Amendments. This Contract shall not be modified or otherwise amended except in writing signed by the parties.

17. Termination. This agreement may be terminated by either party, at any time without penalty and without cause, provided that written notice of such termination is furnished to the other party with no less than (30) days prior to termination. This agreement may be terminated by either party at any time "for cause" without advance notice and without penalty, for failure in performance of duties or for failure to meet contract provisions.

18. Entire Agreement. This agreement constitutes the entire understanding between the parties and supersedes all prior and independent agreements between the parties covering the subject matter hereof. Any change or modification of this agreement must be in writing signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused the execution of the foregoing instrument, by authority duly given and in duplication originals, all on the day and year first above written.

**PENDER COUNTY HEALTH DEPARTMENT**

**PROFESSIONAL**

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Health Director

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Kim Hilburn

***THIS INSTRUMENT HAS BEEN REVIEWED BY THE PENDER COUNTY ATTORNEY***

***THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.***

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County Finance Officer

## SCHEDULE A

### Scope of Services

Professional shall provide dental assistance services to citizens in Pender County. Patients eligible for dental care services include children and adults who are primarily residents of Pender County and are either covered by Medicaid/Medicare, private insurance, or are uninsured for dental care using the Pender County Health Department sliding fee schedule. Eligibility shall be determined by the Administrative Support assigned to the dental care program.

#### Professional shall:

- Assist the dentist with all treatment procedures. Inspect patient's oral condition and charts existing teeth and restorations.
- Take and process radiographs
- Prepare dental operatory with needed instruments and supplies. Follow OSHA and CDC guidelines in handling dental equipment and instruments during treatment, cleanup and sterilization. Implement infection control procedures as required by OSHA, the CDC, and as directed by health department policy.
- Instrument sterilization and autoclaving-sterilization of instruments to prevent disease.
- Provide supply requests-(working through the Purchasing Agent for the Department) which consists of pricing, ordering, stocking of supplies and equipment. Keep inventory of all supplies and equipment.
- Assess on a continual basis the performance of clinical and clinical-support equipment. Provide proper maintenance of this equipment in accordance with recommended guidelines and schedules and expedite repairs when necessary.
- Maintain dental records accurately to manage risk, provide continuity of care and assure quality of care. Interpret the appropriate information needed to identify each patient's requirement and document that age specific needs are being met as described in the departmental policies and procedures.

- Perform front desk duties, which include, but are not limited to computerized appointment scheduling, data entry for daily clinic activity logs, and answering the telephone. Ensure that new and/or updated patient record information is accurate appropriately completed, and continuously maintained.
- Assist in providing program/clinical orientation for students.
- Maintain high standards of accuracy in performing duties and responsibilities, exercising immediate remedial action to correct any quality deficiencies that occur in areas of responsibility.
- Maintain quality communication and interaction with intra- and interdepartmental personnel, and any external entities with whom position interacts.
- Develop and maintain considerable knowledge of the principles and practices of the dental care program.

## SCHEDULE B

Professional has completed the required courses pertaining to Dental Assistant, be properly and currently certified to practice as a Dental Assistant in the State of North Carolina and must have a valid North Carolina driver's license.

North Carolina Dental Assistant Certification: \_\_\_\_\_

Social Security Number \_\_\_\_\_

NC State Driver's License Number \_\_\_\_\_

Professional shall have considerable knowledge of dental anatomy and terminology and other standards of public health.

Professional shall have working knowledge of intra-oral radiography, infection control and radiation safety and have working knowledge of the laws, ordinances, standards and regulations pertaining to the duties and responsibilities stated herein.

Professional shall have performance aptitudes which include:

- Ability to maintain credibility in the community, to deal tactfully and courteously with the employees of the Pender County Health Department and be culturally sensitive.
- Ability to perform work involving considerable interaction with patients.
- Ability to exercise judgment, decisiveness and creativity required in situations involving the evaluation of patients.
- Ability to perform tasks requiring exerting of light physical effort in sedentary to light work; may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds) for such tasks as moving supplies or equipment. May involve lifting, holding and restraining children of heavier weight. May involve extended periods of time standing, stooping, sitting and stretching.
- Ability to perform work requiring extended periods of repetitive motions that include lifting, grasping, and flipping. Must be able to climb steps and balance one's self in narrow spaces. Work requires manual dexterity.

- Ability to observe office and environment to identify problems. Work requires oral communications ability, including talking and hearing.
- Mental skills required include excellent mental concentration and alertness. Must have ability to work independently. Must have ability to follow oral and written instructions and explain instructions to others. Must have ability to problem-solve and facilitate interventions.
- Shall use extreme caution and follow written procedures when performing duties that could lead to injury or exposure. Shall report and/or follow-up reports of unsafe work practices. Must be aware of safety hazards at assigned work sites. Must report unsafe conditions to Dentist and Health Director or designee.