

**DOCUMENT VET SHEET**  
for  
**Karen McConnaughay**  
**Chairman, Kane County Board**

Name of Document: Contract for Smile for Sealants Program KCHD and GEFCC

Submitted by: ~~Dev Lopez~~/Jeannette Felkins X 43084

Date Submitted: 9/8/07

Examined by: \_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Comments: Agreement with Greater Elgin Family Care Center to provide preventive dental services and sealants to children in the U-46 School District through the Kane County Health Department's Smile for Sealants Program.

Chairman signed:  Yes  No \_\_\_\_\_  
(Date)

Document returned to: D. Boop



**Kane County  
Health Department**

**Paul Kuehnert, MS, RN**  
*Executive Director*

www.kanehealth.com

**Public Health Center**  
1240 N. Highland Avenue  
Aurora, Illinois 60506  
630.208.3801

**Public Health Center**  
1330 N. Highland Avenue  
Aurora, Illinois 60506  
630.264.7652

**Public Health Center**  
113 S. Grove Avenue  
Elgin, Illinois 60120  
847.608.2850

## MEMO

TO: Jane Tallitsch  
FROM: Paul Kuehnert, Health Department  
DATE: September 8, 2008  
SUBJECT: Documents needing legal evaluation  
TITLE: **Contracts for Smile for Sealant Program**  
- Kane Co. Health Dept. & Greater Elgin  
- Kane Co. Health Dept. & Miles of Smiles  
- Kane Co. Health Dept. & Preferred Dental  
- Kane Co. Health Dept. & Preferred Dentistry

CONTACT: **Jeannette Felkins X43084**

\_\_\_\_\_  
REVIEW AND COMMENT ONLY..

  X   : **Contract/Grant/Agreement** requiring Karen  
McConaughay's signature.

\_\_\_\_\_  
Need to have returned to me by \_\_\_\_\_.

**CONTRACT FOR SMILE FOR SEALANTS PROGRAM BETWEEN  
The Kane County Health Department and Greater Elgin Family Care Center**

The Kane County Health Department, 1240 N. Highland Ave., Aurora, IL 60506, hereinafter referred to as "DEPARTMENT" and Greater Elgin Family Care Center, 370 Summit St., Elgin, IL 60120, hereinafter referred to as "CONTRACTOR", agree as follows:

**1. Services to be rendered**

1.1 CONTRACTOR will provide dental examinations, sealants, fluoride, and prophylaxis to local school children that present themselves for treatment with a consent form signed by a parent or guardian.

1.2 Children are eligible for services as follows:

Insured Children	Dental Exam Only
Medicaid Children With Dental Home	Dental Exam and Prophylaxis Only
Medicaid Children No Dental Home	Dental Exam, Prophylaxis, Fluoride, and Dental Sealants if eligible teeth
Uninsured Children	Dental Exam, Prophylaxis, Fluoride, and Dental Sealants if eligible teeth

1.2 CONTRACTOR will provide a licensed dentist who shall be present at all times to provide direct supervision of all dental hygienists and assistants, as required by the Illinois Dental Practice Act, 25 ILCS 25/1 et. seq.

**2. Payment**

2.1 The parties agree and understand that the CONTRACTOR shall bill the DEPARTMENT for services provided to uninsured school children and the DEPARTMENT will provide reimbursement for services provided if funding becomes available. The CONTRACTOR shall be responsible for billing Doral for Public Aid eligible clients.

**3. Materials and Assistance**

3.1 The CONTRACTOR shall provide ADA approved sealant material and general supplies. The DEPARTMENT will assist in obtaining authorization for the program in schools.

3.2 The CONTRACTOR will provide all hand instruments, equipment used in patient care, toothbrushes and toothpaste, and dental education information sheets. The DEPARTMENT will assure printing of sealant permission slips.

3.3 The DEPARTMENT will make available portable dental equipment for the CONTRACTOR'S use in the schools when needed. The DEPARTMENT will deliver the equipment to the assigned school, and the CONTRACTOR shall be responsible for moving all equipment, materials, and supplies within the school. The DEPARTMENT will charge the CONTRACTOR \$150 a day for each day the equipment is used by the CONTRACTOR.

**CONTRACT FOR SMILE FOR SEALANTS PROGRAM BETWEEN  
The Kane County Health Department and Greater Elgin Family Care Center**  
*Continued*

**4. Licensure**

- 4.1 The CONTRACTOR will require each of its professional employees to maintain a valid and current State of Illinois license to practice in the State of Illinois and maintain a current copy on file. A copy of professional licenses for all Dental Provider staff working in Kane County will be submitted as needed.
- 4.2 The CONTRACTOR will also provide the DEPARTMENT with a background check, list of qualifications, and resume for each employee involved in the dental sealant program as originally indicated in the RFQ.

**5. Reporting and Record Keeping**

- 5.1 Patient records generated hereunder will remain the property of the DEPARTMENT and be kept at their office location.
- 5.2 On the 15<sup>th</sup> of each month, the CONTRACTOR will furnish the DEPARTMENT with following forms for the schools served in the previous month.
- a. SEALS Event Level Data Collection Form for **each** school served in the previous month.
  - b. SEALS Child Level Data Collection Form for **every** child served in the previous month.
  - c. Copy of signed Consent Form for **all** children served in the previous month.

**6. Insurance**

- 6.1 The CONTRACTOR will maintain a policy of professional liability and medical malpractice insurance for its dentists and sub-contractors as a deemed entity under the Federal Tort Claims Act. The CONTRACTOR shall remain deemed under FTCA throughout the term of this agreement and shall immediately notify the DEPARTMENT if deemed status is terminated for any reason. If FTCA deemed status is terminated, the CONTRACTOR shall be deemed as primary coverage for CONTRACTOR and shall name the DEPARTMENT as additional insureds. CONTRACTOR shall provide to the DEPARTMENT, from time to time, evidence of a current Certificate of Insurance, in minimum coverage of \$1,000,000 per occurrence and \$3,000,000 aggregate.

**7. Taxes**

- 7.1 The Parties intend that an independent contractor relationship be created by this Contract and that the CONTRACTOR is not an employee, partner, or joint venture of the DEPARTMENT. It is expressly agreed that:
- No FICA, Federal or State taxes will be withheld or matched by the DEPARTMENT.
  - The CONTRACTOR will be responsible for payment of all taxes in connection with the payments received from the DEPARTMENT, including, without limitation, self-employment taxes.

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*Continued*

**8. Duration of Contract**

8.1 The initial term of this contract shall begin on August 1, 2008 and shall continue until June 30, 2009, and may be renewed by mutual written agreement.

**9. Minimum Performance**

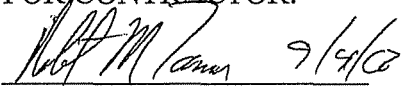
9.1 The performance of examinations and sealants by the CONTRACTOR will comply with the 2008-2009 Illinois Department of Public Health Grant specifications in the 2008 revisions. Sealant retention must be at or above 90%.

9.2 A one-year retention check will be done the next time the dental team visits the school. Any teeth that need to be resealed at that time, must be resealed.

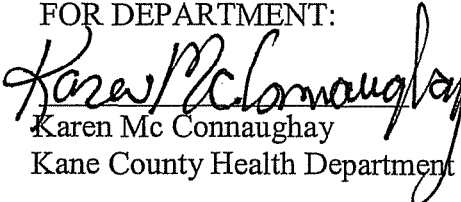
**10. Termination**

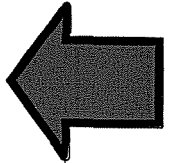
10.1 This Contract may be terminated, with or without cause, by either party upon providing the other party thirty (30) days written notice of said termination sent by certified mail to the address listed herein.

FOR CONTRACTOR:

 9/4/08  
Robert Tanner, CEO  
Greater Elgin Family Care Center

FOR DEPARTMENT:

  
Karen Mc Connaughay  
Kane County Health Department



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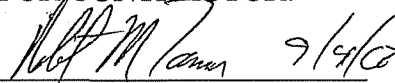
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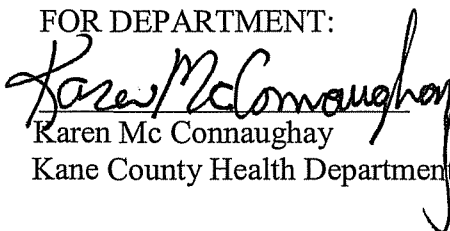
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FOR DEPARTMENT:

  
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Kane County Health Department

