

## **DENTAL SERVICES FUNDING AGREEMENT**

**THIS DENTAL SERVICES FUNDING AGREEMENT** (the “Agreement”) is made as of the \_\_\_\_\_ day of January, 2026, by and between **SAN JUAN COUNTY PUBLIC HOSPITAL DISTRICT #3 d/b/a/ ORCAS ISLAND HEALTH CARE DISTRICT**, a Washington municipal corporation, (the “District”) and **DENTALL PLLC**, a Washington professional limited liability company (“DentALL”) (together, the “Parties”).

### **RECITALS**

**WHEREAS**, the District seeks to fulfill its statutory and governmental purpose under RCW 70.44 of ensuring that the health needs, including dental health needs, of District residents and others are adequately served;

**WHEREAS**, the District has determined that, absent the services provided under this Agreement, its service area would be under-served by dental service providers;

**WHEREAS**, prior to execution of this Agreement, San Juan County, through its Department of Health and Community Services, provided funding to support dental services in the District’s service area;

**WHEREAS**, the District was the recipient of a grant from the Washington State Department of Health to work with stakeholders to develop and implement a sustainable dental services line of care to serve the population covered by the District;

**WHEREAS**, the grant award recognized that additional dental care options are needed to reduce the need for travel and to improve the oral health of Medicaid community members;

**WHEREAS**, the Parties recognize that the arrangement contemplated in this Agreement is temporary and subject to further review to determine the most appropriate arrangement for providing sustainable dental services within the District’s service area, and, accordingly, the term of this Agreement has been established as one year;

**WHEREAS**, by separate agreement between the District and the Orcas Island Community Foundation (“OICF”), OICF will make payment to the District, as a pass-through entity, for the services funded by this Agreement, except for certain administrative activities described below, and DentALL acknowledges that the District’s obligation to make any payment to DentALL under this Agreement for non-administrative activities is contingent upon OICF’s prior payment to the District;

**WHEREAS**, the District has agreed to fund certain administrative activities described below from District funds, subject to the terms and limitations set forth in this Agreement up to a maximum amount;

**WHEREAS**, by separate agreement the District permitted DentALL to utilize space at Suite B103, 1286 Mount Baker Road, Eastsound, Washington 98245 (“Clinic Location”) to operate a dental clinic;

**WHEREAS**, the Parties anticipate that DentALL will continue to use San Juan County’s electronic medical record system to support the dental services contemplated herein, unless and until it utilizes a different electronic medical record system;

**WHEREAS**, the District desires to have certain services performed as set forth below that require specialized skills and other supportive capabilities, including administrative capabilities; and

**WHEREAS**, DentALL represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical, professional, and administrative expertise, where required, to perform the services set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties agree as follows:

**1. PURPOSE**

This Agreement sets forth the terms of funding assistance provided by the District to DentALL to assist the latter in providing dental services within the boundaries of the District.

**2. SCOPE OF WORK**

DentALL shall perform such services and accomplish such tasks, including the furnishing of all labor, materials and equipment necessary, as are designated as DentALL responsibilities throughout this Agreement and as described in Exhibit A, which is attached and incorporated herein by this reference.

**3. TERM**

Notwithstanding the date of execution hereof, this Agreement shall be in effect from January 1, 2026 through December 31, 2026, except that it may be extended pursuant to a modification entered into by the Parties; and provided that should additional time for auditing the project contemplated hereunder be required, the Agreement shall be deemed automatically extended for these purposes until such time as the said audit shall be completed.

**4. LIAISON**

The District’s Project Manager for this Agreement is Chris Chord. DentALL’s responsible person is Jessica Dubek.

**5. FUNDING AND METHOD OF PAYMENT**

Financial assistance for services provided shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the District. No payment shall be made for any service rendered by DentALL except for services identified and set forth in this Agreement, including Exhibit A. Fees for services shall be in accordance with the fee schedule attached as Exhibit B, which is incorporated herein by this reference.

The District shall make payment to DentALL based on a properly executed monthly invoice and activity report ("Invoice"), including copies of substantiating documentation as requested by the District. The form of the Invoice shall be approved by the District and shall separate payment requests for (i) dental hygiene services, (ii) dentist services, (iii) tele-dental services, (iv) transportation/travel expenses, (v) expenses for dental equipment, supplies, materials, and furniture, (vi) overhead expenses for insurance and utilities, and (vii) Administrative Activities as designated in Exhibit A. The Invoice must show detail regarding Administrative Activities completed, though payment for such will be based on a flat fee as reflected in Exhibit B. The Invoice must also show the amounts collected from patients for dental services provided under this Agreement, and such amounts shall be applied as a credit against amounts due DentALL by the District under this Agreement. DentALL shall submit the Invoice, documentation, and any reports required by the District by the 15<sup>th</sup> of the month following the period being invoiced. Unless agreed otherwise in writing, DentALL must submit payment requests by Invoice within forty five (45) days of services performed or expenses incurred.

The District will seek payment from OICF for non-Administrative Activity amounts within thirty (30) days of the District's receipt of an Invoice from DentALL, and will make payment to DentALL no more than thirty (30) days after the invoice is approved by the District and payment is received by OICF. No final payment shall be made until all activities of DentALL have been reviewed and approved by the District, including a close-out report, and the District has received payment from OICF.

The funding assistance provided to DentALL under this Agreement shall not exceed \$339,260.

The Parties expressly agree that the District undertakes no obligations in this Agreement other than to provide funding for the services contemplated herein and undertakes such obligation only in accordance with the terms and limitations expressed in this Agreement.

## **6. BILLING/COLLECTION/FEES**

DentALL shall, either directly or through a third party, bill and collect all fees (professional and technical) for services provided to patients. The accounts receivable and fees collected for services provided to patients shall be owned by DentALL, provided that such fees collected shall be applied as a credit against amounts due DentALL by the District for services provided to patients. The billed charges for all services shall be separately identified and shall be billed in a timely manner to ensure compliance with all medical service payment guidelines. DentALL shall act in good faith to collect such charges and shall employ such collection and settlement dispute mechanisms (subject to all applicable governmental regulations and the terms and conditions of applicable payor contracts or provider agreements) as are reasonable and necessary. DentALL shall ensure that the fees charged are reasonable as compared to the customary fees for comparable services in the greater Skagit, Whatcom, Island and San Juan Counties area.

**7. PATIENT ACCEPTANCE**

DentALL shall ensure that services are provided to Orcas Island residents and visitors on a nondiscriminatory basis, regardless of payment source, specifically including Medicare, Medicaid and other governmental patients, and regardless of the patient's ability to pay.

**8. INDEPENDENT AGREEMENT OR RELATIONSHIP**

A. The Parties intend that an independent contractor relationship will be created by this Agreement. The District is interested primarily in the results to be achieved. Subject to the provisions herein, the implementation of services will lie solely with the discretion of DentALL. No agent, employee, servant or representative of DentALL shall be deemed to be an employee, servant or representative of the District for any purpose, and the employees of DentALL are not entitled to any of the benefits the District provides for its employees except as otherwise expressly provided herein. The District will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated, DentALL is an independent contractor with the authority to control and direct the performance of the details of the work; however, the result of the work contemplated herein must meet the approval of the District and shall be subject to the District's general rights of inspection and review to secure the satisfactory completion thereof.

C. DentALL warrants that it is not excluded or disqualified under federal law as stated in 29 C.F.R. § 98.300 and Executive Order 12549. DentALL warrants that it will not subcontract with any person who is excluded or disqualified by law or regulation.

**9. CONFIDENTIALITY OF CLIENT INFORMATION**

DentALL shall protect all information, records and data collected from unauthorized disclosure in accordance with applicable provisions of 42 CFR 431.300 through 431.307; RCW 70.02; RCW 71.05; RCW 71.34; and the Health Insurance Portability and Accountability Act ("HIPAA") (together "Confidentiality Provisions"). DentALL shall have a process in place to ensure that all components of its network, system and subcontractors understand and comply with confidentiality requirements, including the Confidentiality Provisions, for publicly funded dental health services.

DentALL shall ensure that access to the information is restricted to persons or agency representatives who are subject to standards of confidentiality included in Confidentiality Provisions.

The Parties acknowledge that coordination, planning, screening and referral require the sharing of information among the various treatment providers. Disclosure of information to verify eligibility, determine the amount of assistance and to provide medically necessary dental health services are all "purposes directly connected with the administration of the Agreement," and are all appropriate justifications for sharing information. Confidential information may not be disclosed to the public.

DentALL shall assure that all staff and subcontractors providing services under this Agreement receive annual training on confidentiality policies including those based on applicable Confidentiality Provisions. In addition, DentALL shall assure that all staff and volunteers acquiring information are required to sign an Oath of Confidentiality pursuant to RCW 71A.14.070.

## **10. INDEMNIFICATION OF DISTRICT**

DentALL shall protect, defend, hold harmless, and indemnify the District against all liability or loss, and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with DentALL's performance of this Agreement or by conditions created thereby, and/or based upon any and all negligent and tortious conduct or any violation of any law, code, or regulation, and the defense of any such claim or actions.

DentALL shall also indemnify the District against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, worker's compensation, social security and income tax laws, for DentALL and any employees or volunteers of DentALL.

LIMITED WAIVER OF IMMUNITY UNDER WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW AND OTHER SIMILAR INDUSTRIAL INSURANCE SCHEMES: For purposes of the foregoing indemnification provision, and only to the extent of claims against DentALL by the District under such indemnification provision, DentALL specifically waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW, or any other similar workers' compensation schemes. The indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The foregoing provision was specifically negotiated and agreed upon by the Parties hereto.

## **11. INSURANCE**

A. DentALL shall carry and maintain throughout the period of the Agreement at its own expense the following minimum insurance which must be primary and non-contributory and provide coverage on an occurrence basis:

1. Comprehensive commercial general liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00), or if greater, to the limit of the policy for combined single limit bodily injury, including wrongful death or property damage, to defend and indemnify all activities and services covered by this Agreement with a commercial insurance carrier protected under the State of Washington Guaranty Fund or with a risk pool approved by the Insurance Commissioner. Such insurance shall be endorsed to include the District, its officers, elected officials, employees and agents as an additional insured. Coverage shall not be reduced or cancelled without thirty (30) days' prior written notice to

the District. The District shall have the right to terminate this Agreement for cause as described in Section 18.B if the District, in its sole discretion, determines that DentALL's reduction or cancellation of coverage warrants termination.

Each insurance shall be endorsed to include language containing a "cross liability" or "separation of insureds" indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in the coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom a claim is made or a suit is brought. Any payment of a deductible or self-insured retention shall be the sole responsibility of DentALL.

2. Auto liability insurance with limits of no less than One Million Dollars (\$1,000,000.00) for each person and/or One Million Dollars (\$1,000,000.00) for each occurrence for owned, hired and non-owned automobiles used for any activities and services covered by this Agreement. Such insurance shall be endorsed to include the District, its officers, elected officials, employees, and agents as additional insured. Coverage shall not be reduced or cancelled without thirty (30) days' prior written notice to the District. The District shall have the right to terminate this Agreement for cause as described in Section 18.B if the District, in its sole discretion, determines that DentALL's reduction or cancellation of coverage warrants termination.

3. A standard policy of professional liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate.

3.1 DentALL shall also ensure that all dental and/or health care professionals employed by or under contract with DentALL to render dental services are covered under DentALL's or their own individual professional liability insurance policies with such limits.

3.2 The professional liability and/or malpractice insurance required pursuant to this Section shall be either occurrence or claims made with an extended period reporting option or under such terms and conditions as may be reasonably required by the District

4. Statutory workers' compensation insurance and employer's liability insurance to cover employees and volunteers as required by state and federal law.

B. DentALL shall provide the District evidence of insurance in the form of a Certificate of Insurance satisfactory to the District, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth above, including endorsements. Upon the request of the District, DentALL shall also provide a duplicate (photocopy) of each insurance policy and the name, address and telephone number of the broker who issued each one as evidence of coverage. Approval of insurance is a condition precedent to full execution, including continued compensation, of/under this Agreement. The maintenance of

said insurance will not in any manner affect DentALL's obligation to hold harmless and indemnify the District as provided in this Agreement. The provisions of this Section 11 shall survive the expiration or termination of this Agreement to the extent required for DentALL to ensure that coverage extends to liability for claims brought subsequent to expiration or termination of this Agreement.

## **12. BACKGROUND CHECK**

DentALL shall ensure that anyone who may have unsupervised access to vulnerable persons receiving services under this Agreement have a criminal history background check through the Washington State Patrol in accordance with RCW 43.43.830-845 and RCW 74.15.030. This includes employees, volunteers, owners, administrators, student interns, contract employees, employees of contractors, and others, including other clients. Criminal history background checks shall be conducted upon execution of this Agreement and every two years thereafter, unless otherwise approved in writing by the District.

## **13. SUBCONTRACTING/OTHER CONTRACTS/ASSIGNMENT**

A. DentALL may subcontract services to be provided under this Agreement subject to the following requirements:

1. DentALL shall be responsible for the acts and omissions of any subcontractor.
2. DentALL must ensure that the subcontractor neither employs any person nor contracts with any person excluded from participation in federal health care programs under either 42 U.S.C. 1320a-7 (§§1128 or 1128A Social Security Act).
3. DentALL shall require subcontractors to comply with all applicable federal and state laws, regulations and operational policies as specified in this Agreement.
4. DentALL shall establish and utilize a process to ensure that all third-party resources are identified and pursued in connection with services provided under this Agreement. "Third party resource" means any person, institution, corporation, insurance company, public, private or governmental entity who is or may be liable in contract, tort, or otherwise by law or equity to pay all or part of the cost of providing service to a patient.
5. DentALL shall oversee, be accountable for and monitor all functions and responsibilities delegated to a subcontractor on an ongoing basis including formal reviews. DentALL will monitor performance of the subcontractor on an annual basis and notify the District of any identified deficiencies or areas for improvement requiring corrective action by DentALL.
6. DentALL shall ensure that all subcontracts are in writing and that subcontracts specify all duties, reports and responsibilities delegated under this Agreement. Those written subcontracts shall:

- a. Require subcontractors to hold all necessary licenses, certifications and/or permits as required by law for the performance of the services to be performed under this Agreement.
- b. Include clear means to revoke delegation, impose corrective action, or take other remedial actions if the subcontractor fails to comply with the terms of the subcontract.
- c. Require that the subcontractor correct any areas of deficiencies in the subcontractor's performance that are identified by the District.

7. If DentALL subcontracts for the provision of services under this Agreement it shall maintain documentation of its oversight and monitoring of such subcontractors, including documentation of related outcomes and actual costs, and provide such documentation when requested by the District.

B. The District acknowledges that DentALL intends to subcontract or otherwise enter into an agreement with San Juan County to use its electronic medical record system to support the dental services contemplated herein and the District consents to such arrangement provided the arrangement complies with this Agreement.

C. DentALL intends to utilize materials, equipment, and furniture acquired previously.

D. Notwithstanding the allowance for subcontracting as provided in this Section, DentALL shall not assign its interest, rights, or obligations under this Agreement to any other party without the District's written consent which will be at the District's sole discretion.

#### **14. PERFORMANCE STANDARDS AND QUALIFICATIONS**

A. In carrying out its responsibilities under this contract, DentALL shall comply with the following performance standards.

1. All professional outpatient dental health services provided under this Agreement shall be within the normal range of services for this industry, shall comply with all applicable laws and regulations, and meet with the industry's ethical standards.

2. Minimum qualifications for all personnel providing dental services under this Agreement shall be as provided by applicable laws and regulations, including Chapter 18.32 RCW and Chapter 246-817 WAC, Chapter 18.29 RCW, RCW 18.260.040, Chapter 18.265 RCW, and Chapter 246-815 WAC.

B. Prior to providing professional services under this Agreement, DentALL shall obtain from providers:

1. A completed provider application;
2. A Washington State Patrol (WSP) Background Check for each provider who will have unsupervised access to clients; and

3. A copy of the provider's WA State license to perform dentistry; OR documentation demonstrating compliance with registration by the Washington Dental Commission.

C. DentALL shall provide the District with copies of licenses of providers with the first request for reimbursement for services provided by specific providers. Reimbursement for services provided under this contract shall be contingent upon the receipt of said licenses. No costs for services will be reimbursed without proof of licensure.

D. All services provided under this Agreement shall be provided in a culturally competent manner.

## **15. MAINTENANCE AND INSPECTION OF RECORDS**

A. DentALL shall maintain books, records and documents that sufficiently and properly reflect all work related to the performance of this Agreement. In addition, DentALL shall maintain all accounting records in a form necessary to assure proper accounting of all funds paid pursuant to this Agreement. All of the above shall be subject at all reasonable times to inspection, review, or audit by the District, its authorized representative, the State Auditor, or other governmental officials authorized by law to do so.

B. DentALL shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. DentALL agrees that the District or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

## **16. EXTRA WORK**

Work in addition to or different from that provided for in the Scope of Work section of this Agreement shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and shall be approved in the same manner as this Agreement. The maximum amount payable for this Agreement shall not be increased or considered to be increased except by specific written supplement to this Agreement.

## **17. USE AND OWNERSHIP OF PROPERTY.**

The Parties recognize that DentALL will utilize property, including supplies, materials, equipment, and furniture (together, "Property") acquired prior to execution of this Agreement. Subject to the terms of this Agreement, DentALL may receive reimbursement for acquisition of additional Property under this Agreement. The District shall maintain ownership of such additional Property, and upon termination of this Agreement, any remaining additional Property shall be returned to the District.

## **18. TERMINATION**

A. Termination for Convenience. The District may terminate this Agreement, in whole or in part, at any time, for its convenience, by at least thirty (30) days' written notice to

DentALL. DentALL shall be paid for work performed and expenses incurred to the date of termination. Within thirty (30) days, DentALL shall submit a termination claim to the District. If DentALL has any property in its possession belonging to the District, DentALL will account for the same, and dispose of it in the manner directed by the District.

B. Termination for Cause. If DentALL fails to perform in the manner called for in this Agreement, or if DentALL fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days' written notice thereof, the District may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on DentALL setting forth the manner in which DentALL is in default. DentALL will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

C. Termination of this Agreement shall not prevent the District from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

## **19. DISCLOSURE REQUIREMENTS**

DentALL shall notify the District in writing as to any employment Agreements between DentALL and third parties, the subject of which relates to, or touches on, the Scope of Work of this Agreement. This disclosure shall extend to employment Agreements between any of the employees or agents of DentALL and third parties which relate to, or touch upon, the Scope of Work. The requirement for disclosure shall include the nature of the work performed, and the value of the work performed, and shall continue throughout the term of this Agreement. The District shall have the right to terminate this Agreement for cause as described in Section 18.B if the District, in its sole discretion, determines that the agreement between DentALL, or its agents/employees, and a third party presents a conflict of interest. The disclosure of potential conflicts will be a public document.

## **20. MEDIATION**

The Parties shall attempt to resolve any controversies or disputes arising out of or relating to this Agreement through a good faith attempt at mediation. Each party will pay its own attorneys' fees and costs for mediation.

## **21. ARBITRATION**

A. Any controversy or claim arising out of or relating to this Agreement that is not resolved through mediation, shall be resolved by final and binding arbitration pursuant to RCW 7.04A. Demand for arbitration shall be made in writing to the other party and shall be brought within six (6) years after the initial occurrence giving rise to the controversy or claim for which arbitration is commenced, regardless of the date of discovery or whether the claim or controversy was continuing in nature. Claims or controversies arising more than six (6) years prior to a written demand for arbitration issued under this agreement are not subject to arbitration. The arbitration shall be held in San Juan County before a single arbitrator selected by the Agreement of the Parties.

If the Parties cannot agree upon an arbitrator within fifteen (15) days after the demand for arbitration is made, the arbitrator shall be selected by a judge in the Superior Court of San Juan County in accordance with the procedures set out in RCW 7.04A.110.

B. Unless the Parties agree otherwise in writing, the arbitration hearing shall occur no later than sixty (60) days after the date the arbitrator is appointed.

C. The Parties agree that, with the exception of the circumstances set out in RCW 7.04A.230, the arbitrator's decision shall be binding, final and not appealable to any court of law.

D. Should either Party initiate any action against the other, including arbitration, the substantially prevailing party (considering the relief sought and the relief achieved) shall be awarded reasonable attorney's fees and other costs incurred in connection with such action and enforcement thereof. The arbitrator's fee and any administrative expenses imposed by the arbitrator shall be shared equally by the Parties.

E. This Agreement shall be governed by laws of the state of Washington, both as to interpretation and performance.

**22. FURTHER ACTS.**

The Parties shall do all such further acts and things and provide all such assurance and deliver all such documents in writing as may be required, from time to time in order to fully carry out the terms, provisions and intent of this Agreement.

**23. WAIVER**

The waiver by, or the failure to take action with respect to, breach of any term, covenant or condition of the Agreement shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach. All remedies afforded in this Agreement shall be taken as cumulative: that is, in addition to every other remedy provided herein or by law.

**24. SEVERABILITY**

It is understood and agreed by the Parties that if any term or provision of this Agreement is held by any court to be illegal or in conflict with any law of the state of Washington, the validity of the remaining portions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term, part or provision held to be invalid.

**25. ENTIRE AGREEMENT**

This instrument contains the entire Agreement between the Parties, and statements, promises, or inducements made by any party or agent of that party that are not contained in this Agreement shall not be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the Parties.

**26. SURVIVABILITY**

All covenants, promises and performance which are not fully performed as of the date of termination shall survive termination as binding obligations.

**27. NOTICE**

Notice provided for in this Agreement shall be sent by certified mail to the following addresses:

DISTRICT AT: Orcas Island Health Care District  
ATTN: District Superintendent Chris Chord  
PO Box 226  
Eastsound, WA 98245

DENTALL AT: DentALL PLLC  
ATTN: Jessica Dubek  
10134 Halloran Rd  
Bow, WA, 98232

**28. ELECTRONIC SIGNATURE**

The Parties agree that this Agreement may be electronically signed, and that electronic signatures appearing on this Agreement have the same force and effect as manual signatures.

Dated this \_\_\_\_\_ day of January, 2026.

**DentALL**

**ORCAS ISLAND HEALTH CARE DISTRICT**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

\_\_\_\_\_  
**By:** Chris Chord  
**Its:** Superintendent  
**Date:** \_\_\_\_\_

**Exhibit A**  
**Scope of Work**

DentALL shall:

1. Provide preventative and restorative dental care and treatment that is consistent with industry quality standards for pediatric and adult clients on Medicaid and those who are uninsured and unable to afford access to care. Such services will be provided in a community health clinic, or other location on Orcas Island as agreed by the Parties. The number of clinical hours to be provided on a weekly basis and schedule shall be established by written agreement of the Parties in consultation with the OICF and may be adjusted from time to time by written agreement of the Parties. Services will include, but will not be limited to:
  - a. Comprehensive exams, limited oral exams, and treatment of dental care conditions.
  - b. Documentation of all services within a legally compliant electronic dental record. Such electronic dental record will be provided by San Juan County, provided that a different electronic dental record platform may be used if agreed by the Parties.
2. Submit Invoices to Chris Chord, [chrisc@orcashealth.org](mailto:chrisc@orcashealth.org) to receive payment under this Agreement.

Without limiting the foregoing, DentALL shall also perform the following services, tasks, and activities (“Administrative Activities”), as necessary to support the purpose of this Agreement:

1. Professional Assistance, Advice, and Collaboration
  - a. Provide professional assistance and advice upon request on topics requiring expert input including dental equipment, inventory, supplies, mobile clinic equipment, tele-dentistry, and dental staffing.
  - b. Partner and collaborate in development of Rural Health Clinic Dental Services serving a geographically isolated, underserved population.
2. Administrative Management
  - a. Appointment Scheduling and Management: Ensure efficient patient scheduling, cancellation management, and chair utilization.
  - b. Patient Records Management: Keep and maintain accurate and appropriate electronic dental records in connection with all services rendered, including organizing patient records, treatment histories, and ensure compliance with HIPAA and other privacy regulations.
  - c. Office Supplies and Inventory: Maintain dental supplies, office materials, and inventory control for daily operations.
  - d. Insurance Verification: Check patient insurance details before appointments to verify coverage and prevent delays.

### 3. Billing and Financial Management

- a. Billing and Coding: Submit accurate claims to third party payors, code procedures correctly, and handle billing issues.
- b. Accounts Receivable and Collections: Track payments from patients and third-party resources/payors and manage overdue accounts.
- c. Accounts Payable: Pay vendors, manage supply costs, and manage recurring expenses.
- d. Budgeting and Financial Planning: Forecast expenses, set financial/budget goals, and ensure the practice remains sustainable.
- e. Payroll Processing: Process payroll for staff, including benefits and tax deductions.

### 4. Human Resources and Staff Management

- a. Hiring and Training: Recruit qualified dental hygienists, assistants, and front-desk staff, and ensure they receive proper onboarding, orientation, ongoing training, and continuing education.
- b. Compliance and Licensing: Maintain Dental licensure and ensure other employed practitioners and/ or subcontractors have valid licenses, certifications, and/or registrations with Washington State that are posted in clinic space.
- c. Maintain and keep documentation of staff certifications and training records.
- d. Ensure dental staff members providing direct patient care hold current and valid healthcare provider basic life support (BLS) certification.
- e. Staff Scheduling: Organize shifts and ensure coverage for patient care and front-office responsibilities.
- f. Performance Management: Set performance goals, conduct reviews, and provide feedback to foster a productive work environment.

### 5. Marketing and Patient Relations

- a. Marketing and Community Engagement: Create marketing strategies to attract new patients and retain existing ones, including digital marketing, community outreach, and referral programs.
- b. Patient Communications: Manage patient reminders, follow-up calls, appointment confirmations, and other patient-related communications.
- c. Patient Experience and Satisfaction: Ensure a positive patient experience, handle complaints, and use feedback to improve service quality.

### 6. Compliance and Risk Management

- a. Regulatory Compliance: Maintain awareness of and comply with all applicable laws and regulations, including OSHA, HIPAA, state dental board regulations, and applicable dental care requirements.
- b. Health and Safety Protocols: Maintain sterilization protocols, infection control, and safety procedures to ensure patient and staff safety.
- c. Insurance and Legal Requirements: Acquire and maintain the insurance required above and stay informed of industry related legal obligations.

## 7. Technology Management

- a. Dental Software Management: Implement and maintain practice management software for scheduling, billing, and records management.
- b. IT and Cybersecurity: Ensure data security, protect patient information, and manage digital assets like computers, dental imaging systems, and networking.
- c. Equipment Maintenance: Schedule routine maintenance for dental equipment to avoid interruptions in service and ensure equipment longevity.

## 8. Quality Dashboard Development

- a. Quality Metrics: Develop a list of quality metrics that are industry standards of quality dental performance
- b. Performance Metrics: Develop and report on a list of productivity and performance related metrics including visit counts, insurance of patients, and other demographics
- c. Clinical Satisfaction Metrics: Utilize a regular patient satisfaction survey, and an annual survey to track and report on clinical satisfaction.

**Exhibit B**  
**Fee Schedule and Cost Reimbursement**

1. The rate of pay will be up to \$70 per hour for Dental Hygiene services.
2. The rate of pay will be up to \$265 per hour for Dentist services including three Dental Assistant support roles.
3. The following costs will be reimbursed by the District subject to the following requirements and the terms of this Agreement:
  - a. All transportation cost reimbursement and payment for travel time must be pre-authorized by the District in order for DentALL to receive reimbursement. Travel time will be compensated at \$70 per hour up to 3 hours each way. Travel expense for ferry fares, flights, and water taxi will be reimbursed at cost.
  - b. Dental equipment, supplies, materials, and furniture as determined sufficient for operation of the dental clinic, which must be pre-authorized by the District.
  - c. The expense incurred by DentALL for insurance required to perform the services under this Agreement, including business renter's insurance and other insurance required under this Agreement.
  - d. The expense for utilities incurred by DentALL, if any, for operating at the Clinic Location.
4. The District shall pay DentALL an hourly rate of \$35 per hour for time spent performing Administrative Activities and other administrative services set forth above. This payment shall be paid on a monthly basis for satisfactory services rendered and subject to not-to-exceed amounts of (i) Two Thousand Four Hundred and Twenty Dollars (\$2,420.00) per month and (ii) Twenty-Nine Thousand and Forty Dollars (\$29,040.00) for the calendar year 2026.