

PROFESSIONAL SERVICES AGREEMENT # 21/22-013  
TILLAMOOK COUNTY AND GREEN TREE DENTAL  
FOR FQHC OREGON HEALTH PLAN MEDICAID AND NON-INSURED DENTAL  
SERVICES

This Professional Services Agreement, hereafter “agreement” is entered into by and between GREEN TREE DENTAL, hereafter “contractor”, and TILLAMOOK COUNTY, a political subdivision of the State of Oregon, hereafter “county”, pursuant to ORS 203.010, through the Tillamook County Health Department, Community Health Center (CHC), a Federally Qualified Health Center (FQHC). County and contractor intend to contract for providing access to dental services to all Oregon Health Plan (OHP) and uninsured patients residing in CHC’s federally approved area and who are registered patients of the CHC. The mutual promises of each are given in exchange and as consideration for, the promises of the other.

**COUNTY AND CONTRACTOR MUTUALLY COVENANT AND AGREE AS FOLLOWS:**

**1. AGREEMENT**

Contractor promises to provide, and county promises to pay for, the services described below according to the provisions of this agreement. Contractor and county further agree that funding for this project is subject to the availability of grant funding and/or legislative appropriation of such funds. Therefore, county reserves the right to reduce the amount of funding for this project with notice, based on reductions in grant funding to county. Upon submission of approved invoices, county will reimburse contractor for expenses of services outlined in this agreement. County will not reimburse contractor for any additional out of pocket expenses associated with this project and any such expenses incurred by contractor in connection with this project shall be contractor’s sole responsibility.

**2. AGREEMENT PRICE AND AMOUNT**

The price for the services provided by contractor shall be:

- One Hundred Sixty-Five – 00/100 Dollars (\$165.00) per encounter for one (1) to sixty-four (64) dental patients per month;
- Seventeen Thousand Five Hundred – 00/100 Dollars (\$17,500.00) per month with a minimum of sixty-five (65) to one hundred (100) dental patient encounters per month;
- Twenty-Two Thousand – 00/100 Dollars (\$22,000.00) per month with a minimum of one hundred one (101) to one hundred twenty-five (125) dental encounters per month;
- Twenty-Six Thousand – 00/100 Dollars (\$26,000.00) per month with a minimum of one hundred twenty-six (126) to one hundred fifty (150) dental patient encounters per month;
- Thirty Thousand – 00/100 Dollars (\$30,000.00) per month with a minimum of one hundred fifty-one (151) to one hundred seventy-five (175) dental encounters per month;

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- Thirty-Four Thousand – 00/100 Dollars (\$34,000.00) per month with a minimum of one hundred seventy-six (176) to two-hundred (200) dental encounters per month;
- Thirty-Eight Thousand – 00/100 Dollars (\$38,000.00) per month with a minimum of two hundred one (201) to two hundred twenty-five (225) dental encounters per month;
- Forty-Two Thousand – 00/100 Dollars (\$42,000.00) per month with a minimum of two hundred twenty-six (226) to two hundred fifty (250) dental encounters per month;
- Forty-Five Thousand Five Hundred – 00/100 Dollars (\$45,500.00) per month with a minimum of two hundred fifty-one (251) to two hundred seventy-five (275) dental encounters per month;
- Forty-Nine Thousand – 00/100 Dollars (\$49,000.00) per month with a minimum of two hundred seventy-six (276) to three hundred (300) dental encounters per month;
- Fifty-Two Thousand Five Hundred – 00/100 Dollars (\$52,500.00) per month with a minimum of three hundred one (301) to three hundred twenty-five (325) dental encounters per month;
- Fifty-Six Thousand – 00/100 Dollars (\$56,000.00) per month with a minimum of three hundred twenty-six (326) to three hundred fifty (350) dental encounters per month;
- Fifty-Nine Thousand Five Hundred – 00/100 Dollars (\$59,500.00) per month with a minimum of three hundred fifty-one (351) to three hundred seventy-five (375) dental encounters per month;
- Sixty-Three Thousand – 00/100 Dollars (\$63,000.00) per month with a minimum of three hundred seventy-six (376) to four hundred (400) dental encounters per month;
- These amounts and the related numbers of dental encounters may be reviewed at least every three (3) months from the date of execution of this agreement to determine appropriate cost for services, or anytime at the request of contractor or county.

**3. AGREEMENT TERM**

The term or period of this agreement shall begin June 30, 2022 and end June 30, 2023.

**4. AGREEMENT DOCUMENTS**

The following documents comprise the agreement and are incorporated herein by reference in their entirety.

4.1. This Agreement;

4.2. Exhibit A: Dental Encounter Form;

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- 4.3. Exhibit B: Cultural and Linguistic Policy;
- 4.4. Exhibit C: Chronic Pain Management Policy;
- 4.5. Exhibit D: HIPAA Business Associate Agreement; and
- 4.6. Public Contract Provisions.

**5. TERMINATION**

5.1. WITHOUT NOTICE

This agreement shall terminate without any requirement of notice to either party when the first of the following events occurs:

- 5.1.1. The parties mutually consent to termination in writing.
- 5.1.2. The agreement term ends.
- 5.1.3. The moment prior to contractor filing for the settlement of debts or any debt restructuring in any state, federal or other court of competent jurisdiction.
- 5.1.4. When contractor's proposed agreement price adjustments exceed agreement specifications.

5.2. WITH NOTICE

This agreement may also end and notice shall be served as required when:

- 5.2.1. Any party breaches any duty, term or condition of this agreement.
- 5.2.2. Either party commits a fraud or misrepresentation upon the other party.
- 5.2.3. Public funds are no longer available to support this agreement.
- 5.2.4. Either party gives thirty (30) days written notice.

**GENERAL PROVISIONS**

**6. STATUS OF CONTRACTOR**

The parties intend that contractor, in performing the services specified in this agreement, shall act as an independent contractor.

- 6.1. Contractor is an individual licensed to perform dentistry under State of Oregon Statute 670.020, meets the applicable provisions thereunder, and is not the subject of any Medicaid/Medicare related actions, suspensions, exclusions or debarments that would disqualify contractor from providing services under this agreement.
- 6.2. COVERED SERVICES: Contractor agrees to provide dental services consistent with OHP Covered Services, as of the time-of-service provision,

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to participating patients. The most current ODS OHP Dental Provider Handbook for Covered and Non-Covered services is attached for reference as Exhibit A. Contractor is responsible for checking for updated covered services by contacting CHC dental staff. Additionally, current services can be verified by calling ODS Customer Services at 1-800-452-1058. CHC is responsible for contacting contractor to make initial appointments for participating patients, and for verifying insurance coverage prior to the appointment, contractor is responsible for notifying CHC if the patient's appointment has been changed by dental office; all appointments need to be made or changed by CHC. Notwithstanding, CHC is under no obligation to utilize contractor to provide dental services to any or all participating patients who require such services.

- 6.3. **DESCRIPTION OF SERVICES:** Contractor agrees to establish and maintain dental records that will contain descriptions of any dental services provided to participating patients, as well as proposed follow-up treatment plans for subsequent visits (if any). The descriptions of the services will be made using American Dental Association CDT-3 Standard Claims Codes and will include the contractor's customary charge for each service provided. In the event that such records are housed in a location other than the health center facility, CHC shall have reasonable and timely access to such records.
- 6.4. **SPECIAL SERVICES:** For dental services needing individual consideration or prior approval from CHC, contractor must provide CHC with documentation necessary to seek or provide such approval and may not render such services until CHC notifies contractor that approval has been obtained.
- 6.5. **AGREEMENT NOT TO CHARGE PATIENTS:** The parties agree that all participating patients receiving services from contractor pursuant to this agreement shall be considered patients of CHC. All CHC patients that are referred to contractor should be provided treatment regardless of the patient's insurance coverage. Patient's coverage status will not be divulged to contractor by CHC. Accordingly, CHC shall be responsible for the billing of such patients, as applicable, as well as the billing of Federal, State and private payors, and the collection and retention of any and all payments. Contractor agrees not to bill, charge or collect from participating patients or payors any amount for any dental services provided under this agreement. If contractor should receive any payment from participating patients or payors for services provided hereunder, contractor agrees to remit such payment to CHC within ten (10) days of receipt. If services are services not covered an Appeal is denied, and the participating patient requests services by contractor under a payment

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plan, a waiver must be signed and received by CHC prior to scheduling subsequent appointments to provide said services. Patients who enter into a contract with contractor need to be advised that the patient may seek dental services from a dental provider of their choice prior to signing an agreement with contractor, and patient will sign a waiver of understanding that services provided by contractor are not covered services through CHC, incorporated and attached as Exhibit B.

6.6. OVERSIGHT AND EVALUATION OF SERVICES BY CHC:

6.6.1. CHC, through its governing Community Health Council, Board of County Commissioners, its Administrator, Dental Director, and Dental Care Organization, shall, consistent with the Council and Board's authorities and CHC's federally-approved scope of project (as approved by Bureau of Primary Health Care (BPHC)), establish and implement clinical and personnel policies and procedures relevant to the provision of services by contractor pursuant to this agreement (e.g., qualifications, and credentials, clinical guidelines, standards of conduct, quality assurance standards, productivity standards, patient and provider grievance and complaint procedures, and peer review). Notwithstanding, nothing herein is intended to interfere with contractor's professional judgment in connection with the provision of such services.

6.6.2. CHC, through its Administrator and/or Medical Director, shall retain and exercise ultimate authority and responsibility for the services provided to participating patients pursuant to this agreement, consistent with the policies, procedures and standards set forth above. In particular, CHC shall retain ultimate authority over the following:

6.6.2.1. Determination as to whether contractor meets CHC's qualification and credentials, consistent with Section 6.1 of this agreement;

6.6.2.2. Interpretation of CHC's health care, personnel and other policies and procedures, clinical guidelines, quality assurance standards, productivity standards, standards of conduct and provider and patient grievance and complaint resolution procedures, and their applicability to contractor; and

6.6.2.3. Determination with respect to whether contractor is performing satisfactorily and consistent with CHC's policies, procedures, and standards, in accordance with this Section.

6.6.3. Contractor shall, as soon as reasonably practicable, notify CHC of any action, event, claim, proceeding, or investigation (including, but not limited to, any report made to the National Practitioner Data

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Bank) that could result in the revocation, termination, suspension, limitation, or restriction of contractor's licensure, certification, or qualification to provide such services. CHC may suspend this agreement, until such time as a final determination has been made with respect to the applicable action, event, claim, proceeding, or investigation.

6.7. NO OBLIGATION TO REFER AND NON-SOLICITATION OF PATIENTS:

6.7.1. It is specifically agreed and understood between the parties that nothing in this agreement is intended to require, nor requires, nor provides payment or benefit of any kind (directly or indirectly), for the referral of individuals or business to either party by the other party.

6.7.2. Contractor agrees that during the term of this agreement, contractor shall not, directly or indirectly, solicit or attempt to solicit or treat, for contractor's own account or for the account of any other person or entity, through a written agreement or otherwise, any patient of CHC seeking covered services.

6.8. CONTRACTS WITH OTHERS: CHC retains the authority to contract with other dentists or dental practices, if, and to the extent that, CHC's Administrator reasonably determines that such contracts are necessary in order to implement the CHC Board's policies and procedures, or as otherwise may be necessary to assure appropriate collaboration with other local providers to enhance patient freedom of choice, and/or to enhance accessibility, availability, quality and comprehensiveness of care.

6.9. REFUSAL TO PROVIDE SERVICES. Should any participating patient, who has a history of breaking appointments with contractor without good cause (as determined by contractor), or who has behaved in a disruptive or grossly discourteous manner towards contractor, contractor's employees or other patients, contractor must promptly report all such instances to CHC. The CHC will address concerns with the participating patient and/or will notify the participating patient that, unless the participating patient corrects such behavior immediately, contractor may no longer be eligible to receive dental services from contractor. In such a case, upon notification from CHC, contractor has no obligation to provide further services for that participating patient.

6.10. The compensation provided herein shall be exclusive and county shall neither pay nor provide contractor with any fringe benefits, including, but not limited to, retirement, health insurance, Workers' Compensation insurance, unemployment insurance or sick leave. No additional compensation or alternate form thereof shall be payable by county to

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contractor for any purpose whatsoever unless otherwise agreed in writing. Contractor shall be responsible for paying all income taxes, Social Security or self-employment taxes, or any other taxes or assessments imposed by any governmental body incurred by reason of county's payment of compensation hereunder to contractor. County will report the total amount of all payments to contractor, including any expense, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

- 6.11. This agreement is personal as to contractor and contractor may not subcontract any portion of the services to be performed hereunder without the prior written approval of county; provided nothing herein shall prohibit any other consultants employed by contractor or in a firm of which he shall be a member to assist contractor in carrying out the responsibilities herein.
- 6.12. This agreement is not a contract of employment. The parties intend that contractor, in performing the services specified herein, shall be and act as an independent contractor and shall have professional control of the work and the manner in which it is performed. Contractor shall have the sole authority to determine the manner and means of performing the services described herein and county shall not interfere with, control or direct the manner or method in which such services are performed; provided, county shall direct contractor as to the work to be assigned and shall have the right to direct the required results to the extent such direction may be consistent with the nature of contractor's services. Except as otherwise expressly provided herein and except for the purposes of the Oregon Tort Claims Act, ORS 30.265, contractor shall not be considered an agent of county.
- 6.13. Contractor shall be responsible for and has obtained or shall obtain and maintain all necessary professional licenses and professional liability insurance, as required by law.
- 6.14. In the event contractor's labor or services shall be performed by contractor's employees, such employees shall be and at all times remain the employees of contractor, under the contractor's sole and exclusive control and shall not be deemed employees of county for any purpose.
- 6.15. Contractor is an independent contractor for purposes of the Workers' Compensation Law (ORS Chapter 656) and unemployment insurance.  
6.15.1. Contractor is solely liable for any Workers' Compensation coverage under this agreement. If contractor has the assistance of other persons in the performance of this agreement, contractor shall qualify and remain qualified for the term of the agreement as an

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insured employer under ORS 656.407. If contractor performs this agreement without the assistance of any other persons, contractor shall execute a Joint Declaration with county's Workers' Compensation carrier absolving county of any and all liability as provided in ORS 656.029.

6.15.2. If contractor is a subject employee for Workers' Compensation or unemployment insurance purposes, contractor shall provide such Workers' Compensation and unemployment coverage benefits at contractor's sole cost and expense and shall provide proof of such insurance and benefits at county's request.

6.16. Contractor represents that contractor has filed federal and state income tax returns (a) in contractor's business name or (b) on a business Schedule C as part of contractor's personal income tax returns, if contractor provided consulting services as an independent contractor during the previous calendar year.

6.17. Contractor represents that contractor is customarily engaged in an independently established business. To that end, contractor represents that at least three (3) of the following apply to contractor's business (initial those that apply):

6.17.1. \_\_\_\_\_ Contractor maintains a business location that is separate from the business or work location of the person for whom the services are provided or that is in a portion of contractor's residence and that portion is used primarily for the business.

6.17.2. \_\_\_\_\_ Contractor bears the risk of loss related to the business or the provision of services as shown by factors such as: Contractor enters into fixed price contracts; contractor is required to correct defective work; contractor warrants the services provided; or contractor negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.

6.17.3. \_\_\_\_\_ Contractor provides contracted services for two (2) or more different persons within a twelve (12) month period, or contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

6.17.4. \_\_\_\_\_ Contractor makes a significant investment in the business, through means such as: purchasing tools or equipment necessary to provide the services; paying for the premises or facilities where the services are



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6.17.5.\_\_\_\_\_ provided; or paying for licenses, certificates or specialized training required to provide the services. Contractor has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

**7. NON-DISCRIMINATION**

Contractor agrees to provide dental services to participating patients in the same professional manner and pursuant to the same professional standards as generally provided by contractor to contractor's patients, regardless of an individual's or family's ability to pay for services rendered. This section shall not be read to prevent contractor from limiting the number of hours and/or days during which contractor agrees to see participating patients, provided that such limitation shall not be based on a participating patient's payor source or insurance status. Contractor also agrees not to differentiate or discriminate in the provision of services provided to participating patients on the basis of race, color, religious creed, age, marital status, national origin, alienage, sex, blindness, mental or physical disability or sexual orientation pursuant to Title 45 of the Code of Federal Regulations. Contractor shall comply with all applicable federal, state and local laws, rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or disability.

**8. NOTICES**

Any notice required or permitted under this agreement shall be in writing.

8.1. Notices shall be deemed given when:

8.2. Personally delivered, or

8.2.1 Three (3) days after deposit in United States certified mail, postage prepaid, addressed to the other party at their last known address.

8.3. Notices, bills and payments sent by mail should be addressed as follows:

COUNTY: Tillamook County  
Attn: Marlene Putman  
201 Laurel Avenue  
Tillamook, Oregon 97141  
503-842-3922  
mputman@co.tillamook.or

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CONTRACTOR: Green Tree Dental LLC  
Dr. Benjamin Zike, DDS  
1103 Third Street  
Tillamook, Oregon 97141  
dr.benjaminzike@gmail.com

**9. STATUTORY PUBLIC CONTRACT PROVISIONS**

Contractor shall comply with the statutory public contract provisions as more particularly set forth herein.

**10. CONFLICT OF INTEREST**

Contractor covenants that contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of contractor's services. Contractor further covenants that in the performance of this agreement no person having any such interest shall be employed.

**11. RECORDS**

Contractor shall create and maintain records in accordance with generally accepted standards of contractor's practice and the records requirements of county. The records shall remain the property of county and be made available to county upon request. Contractor shall exercise due care to maintain the confidentiality of client records in accordance with law.

**12. CONSTRAINTS**

This agreement is expressly subject to the debt limitations of the Oregon Constitution set forth in Article XI, Section 10 and is contingent upon funds being available and appropriated therefore. Any provisions of this agreement which would conflict with law are deemed inoperative to that extent.

**13. INTEGRATION**

This agreement supersedes all prior oral or written agreements between contractor and county regarding this project. It represents the entire agreement between the parties. Time is of the essence in all terms, provisions, covenants and conditions in this agreement.

**14. SAVINGS**

Should any clause or section of this agreement be declared by a court to be void or voidable, the remainder of this agreement shall remain in full force and effect.

**15. WAIVER; MODIFICATION**

Failure by county to enforce any provision of this agreement does not constitute county's continuing waiver of that provision, any other provision or of the entire agreement. The rights and duties under this agreement shall not be modified,

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delegated, transferred, or assigned, except upon the written, signed consent of both parties.

**16. LIABILITY; INDEMNIFICATION**

County has relied upon the professional ability, qualifications and training of contractor as a material inducement to enter into this agreement. Contractor warrants that all of contractor's services will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of contractor's work by county shall not operate as a waiver or release of any claim. Contractor shall defend, indemnify and hold harmless county, its officers, agents and employees from any claims, liabilities, demands, damages, actions or proceedings, arising from or relating to the professional negligence of contractor in connection with the performance of any services hereunder. **Minimum limits required for professional malpractice is \$1,000,000.** Notwithstanding the foregoing, where applicable, contractor shall be deemed an agent of county, for the sole purposes of a tort liability pursuant to the Oregon Tort Claims Act, ORS 30.265.

Contractor shall provide a certificate of coverage at the time of execution of this agreement, indicating proof of insurance coverage with limits not less than the following:

Property Damage:	\$1,000,000 (one claimant) \$2,000,000 (all claimants)
Personal Injury or Death:	\$2,000,000 (one claimant) \$2,000,000 (all claimants)
Professional Liability/ Errors and Omissions:	\$1,000,000

Such insurance shall be on an occurrence basis only and be evidenced by a Certificate of Insurance provided to the county, indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon. An endorsement shall be issued by the company showing the county as an additional insured on all coverages, excepting medical/professional malpractice insurance. The endorsement shall also contain a notice of cancellation provision.

**17. JURISDICTION; LAW**

This agreement is executed in the State of Oregon and is subject to Tillamook County and Oregon law and jurisdiction. Venue shall be in Tillamook County, Oregon, unless otherwise agreed by the parties.

**18. LEGAL REPRESENTATION**

In entering into this agreement, each party has relied solely upon the advice of their own attorney. Each party has had the opportunity to consult with counsel. Each

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party represents and warrants to the other that they are fully satisfied with the representation received from their respective attorneys.

**19. ATTORNEYS' FEES**

Attorneys' fees, costs and disbursements necessary to enforce this agreement through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.

**20. LANGUAGE**

The headings of the agreement paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neuter genders are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.

**21. SUBCONTRACTING**

Any subcontract ad infinitum of this agreement shall express the GENERAL PROVISIONS section of this agreement or incorporate it by reference.

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**ACKNOWLEDGEMENT:**

**EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY REPRESENTS TO THE OTHER TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE LEGAL PERSONS, CORPORATE OR OTHERWISE, IN CONTRACT.**

Approved as to form and content this 20th day of July, 2022.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

CONTRACTOR: GREEN TREE DENTAL

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Green Tree Dental LLC  
Dr. Benjamin Zike, DDS  
1103 Third Street  
Tillamook, Oregon 97141  
dr.benjaminzike@gmail.com

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Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

THE BOARD OF COMMISSIONERS  
FOR TILLAMOOK COUNTY, OREGON

Aye    Nay    Abstain/Absent

\_\_\_\_\_  
David Yamamoto, Chair

\_\_\_\_    \_\_\_\_    \_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Erin D. Skaar, Vice-Chair

\_\_\_\_    \_\_\_\_    \_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Mary Faith Bell, Commissioner

\_\_\_\_    \_\_\_\_    \_\_\_\_/\_\_\_\_

ATTEST:    Tassi O'Neil,  
                  County Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
          Special Deputy

\_\_\_\_\_  
William K. Sargent  
County Counsel

**EXHIBIT A**

**TILLAMOOK COUNTY COMMUNITY HEALTH CENTERS**

**805 IVY AVE STE B**

**TILLAMOOK, OREGON 97141**

**503-842-2356**

**NB**

**MRN NUMBER:** \_\_\_\_\_

**APPOINTMENT DATE:** \_\_\_\_\_

**PATIENT NAME:** \_\_\_\_\_

**APPOINTMENT TIME:** \_\_\_\_\_

**DOB:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**NO SHOW** \_\_\_\_\_

**PROVIDER:** \_\_\_\_\_

**RESCHEDULE** \_\_\_\_\_

**CANCEL** \_\_\_\_\_

DIAGNOSTIC AND PREVENTIVE	CODE	RESTORATIVE-AMALGAM	TOOTH	SURFACE	CODE
Periodic Oral Eval	D0120	Amalgam-1 surface, Primary/Permanent			D2140
Limited Oral Eval (Problem Focus)	D0140	Amalgam-2 surfaces, Primary/Permanent			D2150
Re-evaluation Lim. (Problem Focus)	D0170	Amalgam-3 surfaces, Primary Permanent			D2160
Counseling Under 3 yrs (Happy Visit)	D0145	Amalgam-4+ surfaces, Primary/Permanent			D2161
Comprehensive Oral	D0150	<b>RESIN RESTORATIONS</b>	<b>TOOTH</b>	<b>SURFACE</b>	<b>CODE</b>
Extensive Oral Eval	D0160	Resin-based 1 surface anterior			D2330
Intraoral-Complete	D0210	Resin-based 2 surface anterior			D2331
Intraoral-Periapical 1st	D0220	Resin-based 3 surface anterior			D2332
Intraoral-Periapical ea addl	D0230	Resin-based 4+ surface anterior			D2335
Bitewings-Single Film	D0270	Resin-based 1 surface post.			D2391
Bitewings-Two Films	D0272	Resin-based 2 surface post.			D2392
Bitewings- Three Films	D0273	Resin-based 3 surface post.			D2393
Bitewings-Four Films	D0274	Resin-based 4+ surface post.			D2394
Panoramic Film	D0330	Resin Crown-Anterior (Under 21)			D2390
Prophylaxis-Adult	D1110	Recement or Rebond Crown			D2920
Prophylaxis-Child	D1120	Protective Restoration			D2940
Topical Fluoride Varnish	D1206	<b>CROWNS-SINGLE RESTORATION ONLY</b>	<b>TOOTH</b>	<b>SURFACE</b>	<b>CODE</b>
Topical Fluoride	D1208	Stainless Steel-Primary			D2930
Caries Risk Assess-Low	D0601	Stainless Steel-Permanent			D2931
Caries Risk Assess-Mod Risk	D0602	Recement Fixed Partial Denture			D6930
Caries Risk Assess-High Risk	D0603	<b>OTHER</b>	<b>TOOTH</b>	<b>SURFACE</b>	<b>CODE</b>
Dry Socket-FU	D9930	Sealant-Per Tooth (Under 21)			D1351
Tobacco Counseling	D1320	Silver Diamine Fluoride (SDF)			D1354

**ENDODONTICS**

	CODE
Therapeutic Pulpotomy	D3220
Pulpal Debride, Prime/Perm	D3221
Partial Pulpotomy	D3222
Pulpectomy (Apico) Anterior Only	D3410
Root Canal Therapy-Ant	D3310
Root Canal Therapy-Bicuspid	D3320
Treatment of Root Canal	D3331

**PERIODONTICS**

	CODE
Perio Scaling/Root Planing Quad	D4341
LLQ ULQ LRQ URQ	
Perio Scaling/Root Planing Quad 1-3	D4342
LLQ ULQ LRQ URQ	
Full Mouth Debridement	D4355
Periodontal Maintenance Proc.	D4910

**ORAL SURGERY**

	CODE
Extraction Erupted/Exposed Root	D7140
Extraction, Coronal Remnants	D7111
Root Removal-Exposed Roots	D7250
Surgical Extraction	D7210
Soft Tissue Impaction	D7220
Removal-Partial bony	D7230
Removal-Completely Bony	D7240
Aveoplasty 1-3 teeth/quad (Under 2)	D7321
I & D Abscess	D7510

**OTHER PROCEDURE not listed:** \_\_\_\_\_

**DIAGNOSIS**

<b>K08.89</b>	Toothache	<b>Z01.20</b>	Exam w/o abn findings
<b>K03.1</b>	Abrasion	<b>Z01.21</b>	exam w/abn findings
<b>K05.00</b>	Acute gingivitis, plaque induced	<b>Z41.8</b>	Purpose other than remedying health status
<b>K05.01</b>	Acute gingivitis, non plaque induced		
<b>K05.20</b>	Aggressive periodontitis, unspec	<b>Z98.810</b>	Dental sealant status
<b>K05.30</b>	Chronic periodontitis, unspec	<b>K02.3</b>	Arrested dental caries
<b>M27.3</b>	Dry socket/alveolitis of jaws	<b>K02.51</b>	Caries on pit and fissure limited to enamel or surface
<b>K04.5</b>	Chronic apical periodontitis		
<b>K05.5</b>	Periodontal disease NEC	<b>K02.52</b>	Caries on pit and fissure penetrating into dentin
<b>K02.9</b>	Dental caries unspecified		
<b>K05.5</b>	Other periodontal diseases	<b>K02.53</b>	Caries on pit and fissure penetrating into pulp
<b>K00.6</b>	Disturbance in eruption		
<b>K04.1</b>	Necrosis of tooth pulp	<b>K02.61</b>	Caries on smooth surface limited to enamel or surface
<b>K04.4</b>	Acute apical periodontitis		
<b>K04.6</b>	Periapical abscess w sinus	<b>K02.62</b>	Caries on smooth surface penetrating into dentin
<b>K04.01</b>	Pulpitis, reversible		
<b>k04.02</b>	Pulpitis, irreversible	<b>K02.63</b>	Caries on smooth surface penetrating into pulp
<b>K04.8</b>	Racicular cyst		
<b>K04.7</b>	Periapical abscess w/o sinus	<b>K03.81</b>	Cracked tooth
<b>K08.439</b>	Part loss of teeth due to caries, unsp	<b>K03.89</b>	Sensitive dentin
<b>K03.6</b>	Deposits on teeth	<b>K01.0</b>	Embedded teeth

**Patient Consent to Treatment (Consentimiento de Tratamiento)**

I hereby agree to performance of such treatment that is, in the opinion of the attending physician, deemed necessary to the patient above.

I understand that I am financially responsible to the provider for all charges incurred.

(Estoy de acuerdo con los tratamientos curales el doctor crea necesarios por el cliente nombrado. Entiendo que yo soy responsable por todos los cargos.)

Patient Signature (La Firma del Paciente) \_\_\_\_\_ Date(Fecha) \_\_\_\_\_



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**EXHIBIT B**  
**Cultural and Linguistic Policy**

**1. PURPOSE**

Tillamook County Health Department (TCHD) will provide effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy and other communication needs.

**2. POLICY**

Tillamook County Health Department follows the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care.

**Governance, Leadership, and Workforce:**

- Advance and sustain organizational governance and leadership that promotes CLAS and health equity through policy, practices, and allocated resources.
- Recruit, promote, and support a culturally and linguistically diverse governance, leadership, and workforce that are responsive to the population in the service area.
- Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.

**Communication and Language Assistance:**

- Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
- Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
- Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.
- Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.

**Engagement, Continuous Improvement, and Accountability:**

- Establish culturally and linguistically appropriate goals, policies, and management accountability, and infuse them throughout the organization's planning and operations.
- Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into measurement and continuous quality improvement activities.
- Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery.
- Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.
- Partner with the community to design, implement, and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness.
- Create conflict and grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflicts or complaints.





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- Communicate the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents, and the general public.

National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care obtained from [www.ThinkCulturalHealth.hhs.gov](http://www.ThinkCulturalHealth.hhs.gov) website in cooperation with U.S. Department of Health and Human Services Office of Minority Health.

### **3. PROCEDURE**

#### **Governance, Leadership and Workforce**

TCHD staff references two internal policies, "Communication with Persons of Limited English Proficiency" and "Communicating Information to Persons with Sensory Impairments".

County of Tillamook recruits diverse individuals that are responsive to the county population.

TCHD conducts a mandatory cultural diversity training to review effective communication skills for all staff on an annual basis.

#### **Communication and Language Assistance**

##### **Cultural**

Tillamook County Health Department shall provide for communication with limited English-proficient persons, including current and prospective patients, family, interested persons, et al, to ensure them an equal opportunity to benefit from services. The procedures outlined below will ensure that information about services, benefits, consent forms, waivers of rights, financial obligations, etc., are communicated to limited English-proficient persons in a language which they understand. Patients will be informed that communication services are provided without cost.

- All new employees during orientation will receive instructions on how to communicate with limited English-proficient persons.
- When patients register with the clinic, the staff will note in registration the additional needs of the patient to insure effective communication. Patients will be informed that the services are provided without cost.
- When a translator is needed the nursing staff or provider is responsible for contacting one of the in-house translators if one is available who speaks the needed language.
- If a staff translator is not available or there is none for the needed language, arrangements will be made to provide such translators. The nursing staff or provider is authorized to use the language line to obtain a translator.
- When the clinic's service area from which the majority of its patients are drawn includes one or more national origin minority groups with at least 100 persons with limited English-proficiency (LEP), the clinic will provide consent forms, waivers of rights and information about services, benefits, requirements, etc., in languages other than English to serve the clinic patient population.
- Annually, the clinic will hold a cultural diversity training to review effective communication skills for all staff.

Refer to Tillamook County Health Department policy, "Communication with Persons of Limited English Proficiency".



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**Linguistic**

Tillamook County Health Department will take such steps as are necessary to ensure that qualified persons with disabilities, including those with impaired sensory or speaking skills, receive effective notice concerning benefits or services, and written material concerning waivers or rights or consent to treatment. All aids needed to provide this notice, for example, sign-language interpreters, readers, etc. are provided without cost to the person being served.

When patients register with the clinic, the staff will note in the comment field in registration noting additional needs of the patient to insure effective communication. Patients will be informed that the services are provided without cost.

**For Person with Hearing Impairments**

- Qualified sign-language interpreter: To obtain a qualified sign-language interpreter to communicate, both verbal and written information, for persons who are hearing-impaired and who use sign-language as their primary means of communication.
- Written materials: All program information will be provided to hearing-impaired persons in writing. Printed materials and writing materials are available.
- State Relay System: Staff will access the Voice Carry Over system by dialing 711Voice Carry Over (VCO) which allows hard of hearing users to speak directly to a hearing person. When the hearing person speaks to you, a CA will type the other party's communication.

**For Persons with Visual Impairments**

- Reader: Staff will communicate the content of written materials concerning benefits, services, waivers of rights, and consent-to-treatment forms by reading them out loud to visually impaired persons.

**For Persons with Manual Impairments**

- Personal assistance: Staff will be available to assist individuals as may be required.
- Special equipment: Special equipment (e.g., wheelchairs, walkers, canes, etc.) will be available to assist individuals as may be required.

The basic rights of human beings for independence of expression, decision, and action and concern for personal dignity and human relationships are always of great importance. During sickness, however, their presence or absence become vital, deciding factors in survival and recovery. Thus, it becomes a prime responsibility for the clinic to assure that these rights are preserved for its patients.

In providing care/services, the clinic has the right to expect behavior on the part of the patients, their relatives and friends, which, considering the nature of the illness, is reasonable and responsible.

This statement does not presume to be all-inclusive. It is intended to convey the clinic's concern about the relationship between the medical professionals and patients, or their parent or legally designated representatives; and to emphasize the need for the observance of the rights and responsibilities of patients.

Refer to Tillamook County Health Department's policy, "Communicating Information to Persons with Sensory Impairments".



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Approved By:  
*Marlene Patmore*

**Engagement, Continuous Improvement and Accountability**

TCHD conducts annual Strategic Planning meetings with staff, community and Health Council members. Needs assessments are utilized during the Strategic Planning process in preparation for planning for future development of expanded clinic services for all patients. This includes development of staff skills and on-going trainings.

TCHD conducts Consumer Assessment of Healthcare Providers and Systems (CAHPS) patient surveys on a six month basis. Survey results are reviewed by the Quality Assurance Committee, Health Council and staff.

Patients have the right to conflict and grievance resolution as outlined in Tillamook County Health Department policy, "Patient Grievance Policy". TCHD also utilizes "Speak Up/Speak Out" comment boxes for patients to submit their comments/concerns confidentially.

Community partners and contracted services are expected to comply with the standards that TCHD has set to comply with National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care.

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**4. CONTROL**

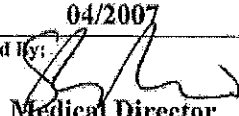
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The Administrator will review this policy on an as-needed basis to ensure appropriateness and accuracy.



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**EXHIBIT C**

**Chronic Pain Management**

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**1. PURPOSE**

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The purpose of this policy is to:

1. To address the safe and effective treatment of patients with chronic pain at the Tillamook County Health Department and Family Health Centers. **The highest priority is PATIENT SAFETY.**
2. To ensure that our clinics and providers are in compliance with Oregon Board of Medical Examiner Administrative Rules (OAR 847-015-0030) and the ORS 851-056-0000 – 851-056-0026: Clinical Nurse Specialist and Nurse Practitioner Authority to Prescribe and Dispense regarding the use of controlled substances/opiate pain medications for chronic, non-malignant pain.
3. To provide a standard set of rules to reduce misuse and abuse of controlled substances or other medications in selected clients.
4. To set standards for the routine prescribing and refilling of opiates and other controlled substance and for the documentation of these activities.

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**2. BACKGROUND**

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The patients of the Tillamook County Health Department and Family Health Centers have a right to a comprehensive assessment of their chronic pain including physical, mental health and alcohol and drug assessment. Providers have the responsibility to diagnose and manage chronic pain, including developing a care plan which is **safe**, legal, minimizes the opportunity for diversion and facilitates improved patient functioning and sense of well-being.

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**3. POLICY**

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This policy addresses the safe and effective prescribing of opiates to patient with chronic pain.

**Contraindications for treating with opiates (i.e. by policy cannot prescribe):**

1. Any history of diversion
2. Opiate risk score: high risk: >90% chance of developing problematic behaviors. Not a suitable candidate for long-term opioid treatment.
3. No Behavioral health screening done for new patients.
4. Undertreated Behavioral Health condition as defined:
  - a. If PHQ>15 and:
    - i. No active treatment for active diagnosis
    - ii. No engagement with Behavioral Health if initiated
    - iii. Diagnosis not clear or defined
  - b. History of suicide attempt in past 2 years
  - c. History of suicide attempt with pills anytime
5. Patient currently in Methadone Maintenance
6. No functional improvement noted after trial or chronic use
7. Lack of a complete work up for pain diagnosis
8. History of misuse/ overuse, such as
  - a. Receiving multiple prescriptions from multiple different sites/ providers
  - b. Increased ER use for obtaining opiates



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- c. Previous dismissal and/or opiate agreement violation with another system, clinic, provider; specifically regarding opiates
9. Active substance use (including the use of Marijuana or alcohol) as defined as any mood altering substances or non-prescribed medication use in the past 24 months. If an established patient is currently using marijuana, they will need to obtain a Marijuana Card within 6 months from an outside provider or stop using Marijuana.
10. No non-medication therapies tried (must be at least 2 different modalities done in the past 12 months)
11. Controlled Substance Overview Committee did not review and approve

### **3. PROCEDURE**

#### **New Patients**

##### **A. Prior to initiating treatment for chronic pain:**

1. Prior to initiating treatment for chronic, non-malignant pain with opiate pain medications, the provider must ensure that all conditions set forth in the Oregon State Board Of Medical Examiner (BME) rules or the Oregon Board of Nursing regarding diagnosis, informed consent and written documentation have been met and are documented in the chart.
2. In addition, the following must be done:
  - a. Refer all new patients to the Controlled Substances Oversight Committee before initiation and/or continuation of chronic opiate treatment. Exceptions to this include:
    - Hospice and/or end-of-life care
    - Any acute pain treatment (defined as </ 3 months)
    - Prescribing of </ 10 mg equivalent of MSO4 (e.g. 2 hydrocodone daily)
    - If PGP feels continuation of opioid prescribing is clinically appropriate and has:
      - a. Contacted the prior prescribing provider
      - b. Submitted for an urgent review via the Controlled Substance Oversight Committee.
  - b. Refer all new patients for a Behavioral Health and RN- assessment, because chronic pain is strongly linked to mental health and substance abuse issues; this requires at least 2 visit. Evaluation will include:
    - Screening for depression and/or other mental health issues (Appendix E: Patient Wellness Questionnaire)
    - Functional assessment if appropriate (Appendix D: Oswestry Low Back Pain Disability Questionnaire)
    - History of prior evaluation and treatment for chronic pain
    - Opioid Risk Assessment (Appendix F: ORT)
    - Screening for alcohol, drug, and gambling addiction (Appendix E: Patient Wellness Questionnaire)
    - BHP assessment of risk/benefit to patient in prescribing opiates
  - c. Obtain UDS
  - d. Sleep Risk Assessment ( Appendix C: STOP BANG)
  - e. Complete medical history related to pain complaints.



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- f. Review of all outside records obtained through submission of ROI to all prior prescribing providers (not records brought by patient to appointment from prior providers).
- g. Check Oregon Prescription Drug Monitoring Program web site ([www.orpdmp.com](http://www.orpdmp.com)).

**B. Work Flow New Patients (See Appendix B: Guidelines Flowchart)**

- 1. First visit: obtain UDS, ROI's, required forms, medical history, chronic pain program and refer to BHP
- 2. BHP completes assessment and refer chart back to PCP
- 3. PCP then completes other work, such as review of outside records, H & P, checking Oregon Prescription Drug Monitoring Program
- 4. At this point, if provider feels patient may be a candidate for opiate pain management, provider refers chart to Controlled Substance Oversight Committee for review.

**D. Non-Opioid Treatment**

- 1. Prior to beginning chronic pain treatment with opioids, use patient self-management strategies and other treatment:
  - a. Create a plan of treatment with patient that incorporates non-opioid intervention which includes the following:
    - a. Patient lifestyle improvement: exercise, weight loss, etc
    - b. Behavioral Therapist: support/education groups, case management, psychotherapies
    - c. Physiotherapy modalities
    - d. Treatment goals outlining pain and functional expectations
    - e. Possible steps to achieve these goals
    - f. Scheduled periodic monitoring and what monitoring will include
    - g. As needed, discussion regarding the risks and benefits of any opioid treatment and refer the patient to the Controlled Substance Oversight Committee for review for opioid treatment

**C. Controlled Substance Oversight Committee approved Patients Requirements**

- 1. Patient must review and sign provider-completed Opiate and Controlled Substance Medication Agreement and Material Risk Notice. Review may be done by RN, BHP or Provider. Consent needs to be scanning into the patient's EMR in Epic
- 2. Create FYI in EPIC
- 3. Use one of the following medications: oxycodone, hydrocodone, or extended-release morphine not to exceed the following ceiling doses of the equivalency of 90 mg Morphine sulfate. Methadone may be continued for established patients already taking it at not more than the ceiling dose recommended.

Drug	Equianalgesic Dose	Adult starting dose/day	Ceiling dose/day (as single agent)
Morphine	30 mg	30 mg	90 mg
Codeine	200 mg	60-120 mg	180 mg
Hydrocodone	30 mg	10-20 mg	90 mg
Oxycodone	20mg	10-20 mg	60 mg
Methadone (Established Patients Only)	10mg (chronic)	5-15 mg	30 mg
Hydromorphone (Established Patients Only)	5 mg	5-10 mg	22.5 mg



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**D. Choosing Appropriate Opioid Therapy**

1. Preferred medications:
  - a. Preferred short-acting agents: Oxycodone and Hydrocodone.
  - b. Preferred long-acting agents: extended release morphine.  
(Note: Use Tramadol with extreme caution because of medication interactions. Medication interactions should be assessed carefully (using electronic medication interaction checking) before prescribing Tramadol)
2. Avoid Use of the Following Agents for Chronic Non-Cancer Pain
  - a. Meperidine (Demerol).
  - b. Combination agonists and mixed agonists/antagonists such as butorphanol (Stadol), dezocine (Dalgan), nalbuphine (Nubain) and pentazocine (Talwin).
  - c. Fentanyl patch secondary to high-risk of misuse and abuse, high-risk of overdose, difficult to wean off, and dose effects may last longer than 24 hours.
  - d. Parenteral medications.
3. Maximum Dose Threshold
  - a. Total opioid dose, long-acting plus short-acting medications, should not exceed 120 mg morphine oral equivalents per day.
  - b. All patients being prescribed more than 120 mg morphine dose equivalents (total opioid dose) per day require review via the controlled substance committee.
4. Concomitant Medication Use
  - a. Acetaminophen: exercise caution when prescribing opioid-acetaminophen combination drugs to ensure that total daily dose of acetaminophen does not exceed 4.0 grams or, in persons with liver disease/impairment, 2.0 grams.
  - b. Benzodiazepines: Caution is advised regarding concomitant use of benzodiazepines. For appropriate prescribing, see the Appropriate Prescribing of Benzodiazepines Policy and Procedure.
  - c. Medical Marijuana: For patient on both marijuana and a narcotic (grandfathered under our previous policy), we will no longer continue this regimen; patient must choose either marijuana or opioid pain medications
  - a. Promethazine (Phenergan): Caution is advised with concomitant use of opioids and promethazine.
    1. Use in new patients is discouraged.
    2. Established patients on opioids and Phenergan should be reevaluated for alternative nausea measures
    3. Patient requests for Phenergan by name should raise suspicion of opioid abuse/dependence.
    4. Alternatives for nausea include hydroxyzine pamoate, metoclopramide, ondansetron, and prochlorperazine.
  - b. Carisoprodol (Soma): Use is strongly discouraged due to abuse and diversion risk and lack of evidence of benefit.
  - c. Chronic Use of Skeletal Muscle Relaxants (methocarbamol, cyclobenzaprine, etc.): Use is discouraged due to lack of evidence of benefit and risk of adverse events.
  - d. Chronic Use of Zolpidem (Ambien): Use is discouraged due to lack of evidence of benefit and risk of adverse events and dependence.



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- e. Barbiturates: DO NOT use due to additive sedating effects.
- f. Quetiapine (Seroquel): Use is discouraged due to abuse risk secondary to "high street value" for its known sedative and anxiolytic qualities. Report of abuse, including intranasal administration of pulverized pills, is increasing. Recommend mental health evaluation to determine appropriate ongoing use of medication.


**Established Patients on Opiates for Non-Malignant Chronic Pain**

1. Discontinue opiates (taper or stop) for patients with first violation of his/her opiate agreement. Refer any patient to CSOC if you would like to offer the patient a "second chance."
2. Screen patient using SBIRT for alcohol and drug use.
3. Review with the patient the new Controlled Substance Medication Agreement and Material Risk Notice and have patient sign agreement
4. Review history for prior suicide attempts, depression and treatment for depression, polypharmacy, psycho-social or medical issues that might put patient at risk for overdose or adverse drug interactions, use of marijuana, benzodiazepine or stimulant use.
5. Review history for reason for use of opiates. Opiates are not indicated for fibromyalgia, chronic low back or neck pain, or chronic headaches, including migraines.
6. Consider the long term effects and side effects of opiates in young patients, under age of 40.
7. Perform UDS every 3-6 months
8. Advise patients that we have added pill counts to our Opiate agreement and get their written consent.
9. Perform pill counts at least every 3-6 months
10. Respond to every opiate violation
11. For patients who are taking more than the new maximum recommended dose of opiates, begin the discussion for tapering their dose slowly over the next several months
12. For patients taking a non-recommended opiate, advise the patient that we will be exchanging the current medication for a recommended medication if appropriate.
13. For patient on both marijuana and a narcotic (grandfathered under our previous policy), advise the patient that we will no longer continue this regimen; patient must choose either marijuana or narcotic pain medications
14. Similarly for patients on both benzodiazepines and opiates, advise patient that this combination of medications is high risk. Discuss other options with the patients and, consult with Mental or Behavioral health provider, if benzodiazepine was prescribed by him/her to create new care plan.
15. Methadone: although we do not recommend initiating therapy with Methadone, it may be safest to continue patients on Methadone, at no more than the ceiling dose (~20mg/day), than to try to change them to another agent. That said there are several other requirements for patients taking Methadone.
  - a. Check [www.QTDrugs.org](http://www.QTDrugs.org) for drug interactions with Methadone may cause QT prolongation.
  - b. Obtain an EKG every year. If QT is 450-499 msec, consider changing to alternative medication; if QT is  $\geq 500$  msec, change to an alternative medication.
  - c. Avoid use in patients with structural heart disease.
  - d. Evaluate patient for polypharmacy.
  - e. Check for drug-drug interactions using UpToDate and avoid combination if interaction is "C," "D," or "X."
  - f. Avoid other CNS depressant drugs, especially Benzodiazepines
  - g. Have patient sign the Methadone consent and Methadone Material Risk Notice in addition to the regular Opiate and Controlled Substance Medication Agreement.
  - h. Discuss Non-Opioid Treatment
    1. Create a plan of treatment with patient that incorporates non-opioid intervention which includes the following:





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- a. Patient lifestyle improvement: exercise, weight loss, etc
- b. Behavioral Therapist: support/education groups, case management, psychotherapies
- c. Physiotherapy modalities
- d. Treatment goals outlining pain and functional expectations
- e. Possible steps to achieve these goals
- f. Scheduled periodic monitoring and what monitoring will include
- g. As needed, discussion regarding the risks and benefits of any opioid treatment and refer the patient to the Controlled Substance Oversight Committee for review for opioid treatment

### Follow Up Visits

1. Patients will be scheduled for periodic follow up visits to assess safety and progress toward treatment goals. Nurses, medical assistants, and other support staff can assist with follow up monitoring by assessing progress toward treatment goals and noting problems with medication. These visits will included
  - a. Watching for opioid adverse effects, including problems with affect and sedation
  - b. Remember that exacerbations of chronic pain are expected and should not automatically result in a dose increase
  - c. Remind patients that chronic pain ebbs and flows
  - d. Pill Count
  - e. Reinforces realistic expectations of opioid benefits

### Contract/Agreement Violations

1. Provider should respond to every violation of the agreement, including no shows, and document response in chart.
  - a. Violations most likely to predict abuse:
    1. Stealing or borrowing drugs from another patient
    2. Obtaining drugs from a non-medical source
    3. Concurrent abuse of related illicit drugs
    4. Injecting drugs meant for oral use
    5. Multiple unsanctioned dose escalations
    6. Loss or theft of prescriptions
  - b. Violations less likely to predict abuse:
    1. Aggressive complaining about the need for higher doses
    2. Drug hoarding during periods of reduced symptoms
    3. Requests for specific drugs
    4. Unsanctioned dose escalation one or two times
    5. Unapproved use of the drug to treat other symptoms
    6. Reporting unexpected CNS effects
2. Any violation of the agreement should prompt careful reassessment of appropriateness of opiate prescription; discontinuation is best choice. Refer patient to CSOC if there is any question Opiate Management of Specific Contract/Agreement Violations
3. Early refill request or running out and getting supply from outside provider
  - a. Evaluate patient for appropriate level of pain control; patient may need dose escalation
  - b. Evaluate for opiate abuse and discontinue if appropriate
  - c. Consider psychiatric evaluation; patient may be abusing medication to relieve psychiatric symptoms
  - d. Counsel patient that repeated, abrupt withdrawal from pain medication which results from early exhaustion of drug supply can compromise good pain management



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- e. Patients with genuine pain issues and intractable abuse of prescription opiates are sometimes effectively managed through methadone maintenance; consult with medical director of methadone maintenance program
4. Presence of drugs of abuse in urine
  - a. A positive screen for drugs of abuse is rarely a false positive
  - b. Refer for A&D counseling/ treatment
5. Absence of prescribed drug in urine
  - a. Absence of short-acting opiate in urine does not necessarily mean patient is not taking the medication, especially with oxycodone, or when patient uses low doses or takes medication intermittently; if diversion is a concern, see below.
  - b. Absence of long-acting opiate in urine is presumptive evidence that patient has not taken the drug or patient may have run out early and should be evaluated as above or patient may not be taking regularly, in which case a long-acting medication may not be appropriate or patient may be diverting medication (see below) and medication should be discontinued
6. Suspected diversion
  - a. Documented sale of prescription drugs should result in immediate and permanent termination of all prescriptions for scheduled drugs
7. For unsubstantiated reports or absence of drug in urine:
  - a. Increase frequency of UDS
  - b. Prescribe only long-acting opiate which can be reliably monitored in the urine
  - c. Utilize mid-month, random (without prior notification) recall to the clinic for pill counts and UDS. Less than expected number of pills coupled with a negative UDS is presumptive evidence of diversion and medication should be discontinued.

### **Weaning Opiates**

1. Opiates must be weaned after chronic use. In general patients who have been on regular doses of opiates for over a month should be weaned. Opiate withdrawal symptoms are uncomfortable but not dangerous
  - a. Decrease dose by 10% per week for long-acting opiates, 15% per week for short acting
  - b. Consider use of Clonidine to minimize side effects (0.1mg – 0.2mg po q 6 hrs), such as anxiety, agitation, muscle aches, sweating, runny nose and cramping. Use cautiously because it may cause hypotension.
  - c. For nausea and vomiting, may use Ondansetron (Zofran®), prochlorperazine, or metoclopramide. Do not use Ondansetron with Methadone or other medications which prolong QT interval and cause Torsades de Pointes.
  - d. For diarrhea, bismuth subsalicylate may be used
  - e. For muscle aches, NSAID's may be used.
  - f. For insomnia, trazadone may be used at low doses.
  - g. Anticipate increased need for behavioral health support during this process
  - h. Provide careful written instructions, documented in the record, as to how to wean down on opiates.

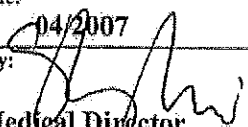
### **Side Effect Management**

1. Constipation
  - a. Patient education with emphasis on diet and lifestyle factors.
  - b. Prescribe a stool softener such as docusate and a laxative such as senna, MOM, bisacodyl, magnesium citrate, lactulose or sorbitol to take as needed.
  - c. Constipation due to chronic opiate use should be viewed as a serious but preventable potential side effect; if ignored, it may result in obstipation and bowel perforation.
2. Nausea/vomiting



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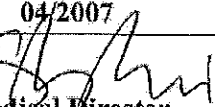
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- a. Titrate slowly.
- b. Add or increase non-opioid or adjuvant analgesic so that opioid dose can be reduced.
- c. Prochlorperazine, ondansetron (Zofran®), and metoclopramide may be helpful. Do not use Ondansetron with Methadone or other drugs which may prolong QT interval and cause Torsades de Pointes.
- d. Avoid Phenergan.
- e. Tolerance typically develops within 5-10 days of treatment.
3. Histamine reactions (urticaria, sneezing, worsening of asthma, and pruritus)
  - a. Add or increase non-opioid or adjuvant analgesic so that opioid dose can be reduced.
  - b. Premedication with diphenhydramine 25-50 mg po may help.
4. Mental confusion/sedation
  - a. Reduce dose of opiate; reduce or discontinue other medications that may be contributing to the somnolence
  - b. Eliminate concomitant, nonessential CNS depressants.
  - c. Sedation is a common side effect during the first few days of opioid use and upon subsequent increases in dose. It typically resolves quickly.
  - d. Sudden severe sedation often precedes respiratory depression and is a warning sign to decrease the dose or increase the dosing interval.

**Indications for a UDS in addition to routine screening every 3-6 months include:**

1. Ask about unauthorized use of substances prior to obtaining sample. Self-disclosure of substance abuse is always preferable to obtaining a UDS.
2. Do not obtain a UDS without informed consent (included in Opiate and Controlled Substance Medication Agreement).
3. Perform UDS under following circumstances
  - a. Requests for early refills
  - b. Lost, stolen or damaged prescriptions
  - c. Controlled substance prescriptions obtained or solicited from multiple providers
  - d. ER visits to obtain controlled substances
  - e. Requests prescriptions of controlled substances by brand name
  - f. Requests escalating doses of controlled substances without clear indication
  - g. Reluctance to sign ROI from former providers
  - h. History regarding substance use is vague or contradictory
  - i. Appears intoxicated in clinic
  - j. Fails to keep follow up appointments
  - k. Fails to engage in care for other chronic illnesses or in preventive health needs
  - l. Fails appointments for diagnostic exams or specialty consultation

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**Other Resources:**

- Appendix A: Opiate and Controlled Substance Medication Agreement
- Appendix B: Guidelines Flowchart
- Appendix C: STOP BANG
- Appendix D: Oswestry Low Back Pain Disability Questionnaire
- Appendix E: Patient Wellness Questionnaire
- Appendix F: Opioid Risk Assessment
- Appendix G: Material Risk Notice
- Appendix H: Non-Opioid Treatment-Treatment Effectiveness Tool and Options


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**4. CONTROL**

This policy will be reviewed by the Controlled Substance Oversight Committee and Medical Director periodically for accuracy and effectiveness of the guidelines.



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**Appendix A: Oplate and Controlled Substance Medication Agreement**

I, \_\_\_\_\_, have agreed to use controlled substance medication(s) as part of my treatment for \_\_\_\_\_. I understand that medication(s) may not eliminate my symptoms but may reduce them and improve what I am able to do each day.

I understand the following guidelines for continuing care for pain treatment or other chronic condition requiring the use of controlled substances under the care of the Tillamook County Health Department and Family Health Centers:

1. I understand that I have the following responsibilities:
  - I will take medications at the dose and frequency prescribed.
  - I will not increase or change how I take my medications without the approval of this health care provider.
  - I will arrange for refills at the prescribed interval ONLY during regular office hours. I will not ask for refills earlier than agreed, after-hours, on holidays or on weekends.
  - I understand that refills will be made only when I am due to run out of medication. No early refills will be given.
  - I will obtain all refills for these medications only at \_\_\_\_\_ pharmacy (phone number: \_\_\_\_\_).
  - I will not request any pain medications or controlled substances from other providers including dentists, specialist, and emergency rooms and will inform this provider of all other medications I am taking.
  - I will inform my other health care providers that I am taking these medications and of the existence of this contract. In the event of an emergency, I will provide this same information to emergency department providers.
  - I will protect my prescriptions and medications. I understand that lost or misplaced prescriptions will not be replaced.
  - I will keep medications only for my own use and will not share or sell them to others. I will keep all medications away from children, preferably in a locked location.
  - I agree to participate in any medical, psychological or psychiatric assessments recommended by my provider.
  - I will obtain past medical records as requested by my provider.
  - I will bring my medications to each visit in their original containers and agree to pill counts.
  - I understand these medications may impair my ability to operate machinery, such as driving a car or riding a bicycle. If I drive while impaired, I am breaking the law and may be subject to punishment for this offense.



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2. I will not use illegal, street drugs, alcohol, marijuana or another person's prescription. If I have an addiction problem with drugs or alcohol and my provider asks me to enter a program to address this issue, I agree to follow through. Such programs may include:

- 12-step program and securing a sponsor
- Individual counseling
- Inpatient or outpatient treatment
- Other: \_\_\_\_\_

If in treatment, I will request a copy of the program's initial evaluation and treatment recommendations be sent to this provider and will not expect refills until that is received. I will also request written monthly updates be sent to verify my continuing treatment.

3. I agree to submit a sample of my own urine or have my blood drawn, whenever requested, at any time for the duration of my treatment with opiates to test for opiates and drugs of abuse. I understand that a drug screen is a laboratory test in which a sample of my urine or blood is checked to see what drugs I have been taking. I will be responsible for the cost of this testing.
4. I will keep all my scheduled appointments. If I need to cancel my appointment, I will do so a minimum of 24 hours before it is scheduled.
5. I have received Oregon's Material Risk Notice for opiates and understand that these medications have benefits and risks – including tolerance, physical dependence, addiction – and bad results with over-dosage (including death).

- I understand these drugs should not be stopped abruptly, as an abstinence syndrome will likely develop.
- I am aware:

**For Men:** Opiates may decrease testosterone levels resulting in a change in sexual desire and/or function.

**For Women:** If I plan to become pregnant or believe I am already pregnant, I will inform my provider. A newborn could be dependent on opiates and there are always risks of birth defects (although generally not due to opiates).


6. I give permission to my prescribing provider to discuss all diagnostic and treatment details with dispensing pharmacists or other professional who provide my health care for purposes of maintaining accountability and improving treatment.

6. I understand that this provider may stop prescribing the medications listed if:

- I do not show any improvement in pain or my activity has not improved.
- I do not adhere to the conditions of this agreement.
- I do not keep appointments with the Behavior Health Provider as recommended.
- I develop rapid tolerance or loss of improvement from the treatment.
- I develop significant side effects from the medication.



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- My behavior is inconsistent with the responsibilities outlines above, *which may also result in being prevented from receiving further care from this clinic.*

I have read and understand the above Opiate and Controlled Substance Agreement

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Provider: \_\_\_\_\_ Date: \_\_\_\_\_

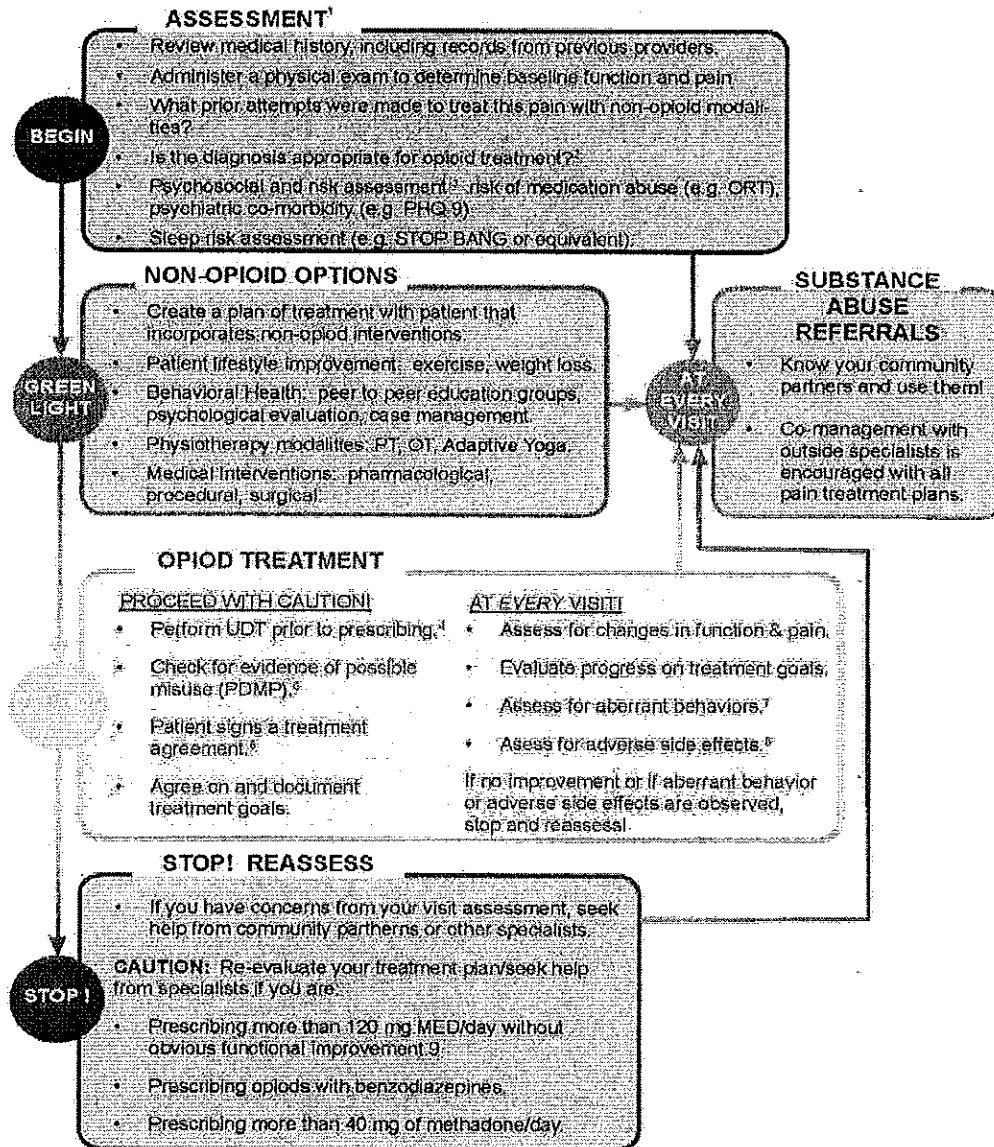


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Appendix B: Guidelines Flowchart

**GUIDELINES WORKFLOW**  
FOR THE EVALUATION AND TREATMENT  
OF PERSISTENT NON-CANCER PAIN







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Appendix C: STOP BANG

Ask your patient to answer the following questions to determine if he or she is at risk of obstructive sleep apnea.

<b>S</b> (snore)	Have you been told that you snore?	YES	NO
<b>T</b> (tired)	Are you often tired during the day?	YES	NO
<b>O</b> (obstruction)	Do you know if you stop breathing, or has anyone witnessed you stop breathing while you are asleep?	YES	NO
<b>P</b> (pressure)	Do you have high blood pressure, or are you on medication to control high blood pressure?	YES	NO

If the patient answered *yes* to two or more questions on the STOP portion, he or she is at risk of obstructive sleep apnea.


To find out if the patient is at moderate to severe risk of obstructive sleep apnea, he or she should complete the BANG questions below.

<b>B</b> (BMI)	Is your body mass index greater than 28?	YES	NO
<b>A</b> (age)	Are you 50 years old or older?	YES	NO
<b>N</b> (neck)	Are you a male with a neck circumference greater than 17 inches, or a female with a neck circumference greater than 16 inches.	YES	NO
<b>G</b> (gender)	Are you a male?	YES	NO

The more questions the patient answers yes to, the greater his or her risk of having moderate to severe obstructive sleep apnea.



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Appendix D: Oswestry Low Back Pain Disability Questionnaire

## Oswestry Low Back Pain Disability Questionnaire

### Instructions

This questionnaire has been designed to give us information as to how your back or leg pain is affecting your ability to manage in everyday life. Please answer by checking ONE box in each section for the statement which best applies to you. We realize you may consider that two or more statements in any one section apply but please just shade out the spot that indicates the statement which most clearly describes your problem.

#### Section 1 – Pain intensity

- I have no pain at the moment
- The pain is very mild at the moment
- The pain is moderate at the moment
- The pain is fairly severe at the moment
- The pain is very severe at the moment
- The pain is the worst imaginable at the moment

#### Section 2 – Personal care (washing, dressing etc)

- I can look after myself normally without causing extra pain
- I can look after myself normally but it causes extra pain
- It is painful to look after myself and I am slow and careful
- I need some help but manage most of my personal care
- I need help every day in most aspects of self-care
- I do not get dressed, I wash with difficulty and stay in bed

#### Section 3 – Lifting

- I can lift heavy weights without extra pain
- I can lift heavy weights but it gives extra pain
- Pain prevents me from lifting heavy weights off the floor, but I can manage if they are conveniently placed eg. on a table
- Pain prevents me from lifting heavy weights, but I can manage light to medium weights if they are conveniently positioned
- I can lift very light weights
- I cannot lift or carry anything at all


#### Section 4 – Walking\*

- Pain does not prevent me walking any distance
- Pain prevents me from walking more than 2 kilometers
- Pain prevents me from walking more than 1 kilometer
- Pain prevents me from walking more than 500 meters
- I can only walk using a stick or crutches
- I am in bed most of the time



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**Section 5 – Sitting**

- o I can sit in any chair as long as I like
- o I can only sit in my favorite chair as long as I like
- o Pain prevents me sitting more than one hour
- o Pain prevents me from sitting more than 30 minutes
- o Pain prevents me from sitting more than 10 minutes
- o Pain prevents me from sitting at all

**Section 6 – Standing**

- o I can stand as long as I want without extra pain
- o I can stand as long as I want but it gives me extra pain
- o Pain prevents me from standing for more than 1 hour
- o Pain prevents me from standing for more than 3 minutes
- o Pain prevents me from standing for more than 10 minutes
- o Pain prevents me from standing at all

**Section 7 – Sleeping**



- o My sleep is never disturbed by pain
- o My sleep is occasionally disturbed by pain
- o Because of pain I have less than 6 hours sleep
- o Because of pain I have less than 4 hours sleep
- o Because of pain I have less than 2 hours sleep
- o Pain prevents me from sleeping at all

**Section 8 – Sex life (if applicable)**

- o My sex life is normal and causes no extra pain
- o My sex life is normal but causes some extra pain
- o My sex life is nearly normal but is very painful
- o My sex life is severely restricted by pain
- o My sex life is nearly absent because of pain
- o Pain prevents any sex life at all

**Section 9 – Social life**

- o My social life is normal and gives me no extra pain
- o My social life is normal but increases the degree of pain
- o Pain has no significant effect on my social life apart from limiting my more energetic interests eg, sport
- o Pain has restricted my social life and I do not go out as often
- o Pain has restricted my social life to my home
- o I have no social life because of pain

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Section 10 – Travelling

- o I can travel anywhere without pain
- o I can travel anywhere but it gives me extra pain
- o Pain is bad but I manage journeys over two hours
- o Pain restricts me to journeys of less than one hour
- o Pain restricts me to short necessary journeys under 30 minutes
- o Pain prevents me from travelling except to receive treatment

Fairbank JC, Couper J, Davies JB. The Oswestry Low Back Pain Questionnaire. Physiotherapy 1980; 66: 271-273



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Appendix E: Patient Wellness Questionnaire

	Not at all	Several days	More than half the days	Nearly every day
1. Little interest or pleasure in doing things in the past 2 weeks	0	1	2	3
2. Feeling down, depressed, or hopeless in the past 2 weeks	0	1	2	3

**If you answered "YES" to one of the above questions, please continue to the questions below.**

3. Trouble falling/staying asleep, or sleeping too much in the past 2 weeks	0	1	2	3
4. Feeling tired or having little energy in the past 2 weeks	0	1	2	3
5. Poor appetite or overeating in the past 2 weeks	0	1	2	3
6. Feeling bad about yourself, or that you are a failure, in the past 2 weeks	0	1	2	3
7. Trouble concentrating on things in the past 2 weeks	0	1	2	3
8. Moving or speaking slowly, or being fidgety or restless in the past 2 weeks	0	1	2	3
9. Thoughts of hurting yourself or that you'd be better off dead in the past 2 weeks	0	1	2	3

If you checked off <i>any</i> problems, how <i>difficult</i> have these problems made it for you to do your work, take care of things at home, or get along with other people?	Not difficult at all _____ Somewhat difficult _____ Very difficult _____ Extremely difficult _____
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**Nutrition:**

Within the past 12 months we worried whether our food would run out before we got money to buy more.	Often true	Sometimes true	Never true	Don't know, or refused
Within the past 12 months the food we bought just didn't last and we didn't have money to get more.	Often true	Sometimes true	Never true	Don't know, or refused

**Ask yourself:**

Does my partner give me space to be with friends or family?	Yes	NO	NA
Does my partner shame or humiliate me in public or in private?	Yes	NO	NA
Does my partner support my decisions about if or when I want to have children?	Yes	NO	NA
Does my partner threaten me, hurt me or make me feel afraid?	Yes	NO	NA

Please list a safe phone number where you can be reached: \_\_\_\_\_



**Alcohol:** One drink = 12 oz. beer 5 oz. wine 1.5 oz. liquor (one shot)

<b>Men:</b> How many times in the past year have you had 5 or more drinks in a day?	None	1 or more
<b>Women:</b> How many times in the past year have you had 4 or more drinks in a day?	None	1 or more

**Drugs:** Recreational drugs include methamphetamines (speed, crystal), cannabis (marijuana, pot), inhalants (paint thinner, aerosol, glue), tranquilizers (Valium), barbiturates, cocaine, ecstasy, hallucinogens (LSD, mushrooms), or narcotics (heroin).

How many times in the past year have you used a recreational drug or used a prescription medication for nonmedical reasons?	None	1 or more
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Appendix F: Opioid Risk Assessment

**OPIOID RISK TOOL PATIENT FORM**

Name: \_\_\_\_\_ Age: \_\_\_\_\_

		Mark Each Box That Applies	Score if Female	Score if Male
1. Family History of Substance Abuse	• Alcohol	<input type="checkbox"/>	1	3
	• Illegal Drugs	<input type="checkbox"/>	2	3
	• Prescription Drugs	<input type="checkbox"/>	4	4
2. Personal History of Substance Abuse	• Alcohol	<input type="checkbox"/>	3	3
	• Illegal Drugs	<input type="checkbox"/>	4	4
	• Prescription Drugs	<input type="checkbox"/>	5	5
3. Age (Mark Box if 16-45 years)		<input type="checkbox"/>	1	1
4. History of Preadolescence Sexual Abuse		<input type="checkbox"/>	3	0
5. Psychological Disease	• Attention-Deficit/Hyperactivity Disorder; Obsessive Compulsive Disorder; Bipolar Disorder; Schizophrenia	<input type="checkbox"/>	2	2
	• Depression	<input type="checkbox"/>	1	1

Total Score \_\_\_\_\_ Risk Category \_\_\_\_\_

Low Risk 0-3

Moderate Risk 4-7

High Risk >7



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Appendix G: Material Risk Notice

This will confirm that you, \_\_\_\_\_, have been diagnosed with the following condition(s) causing you chronic intractable pain: \_\_\_\_\_

I have recommended treating your condition with the following controlled substances: \_\_\_\_\_

In addition to significant reduction in your pain, your personal goals from therapy are:

\_\_\_\_\_

Alternatives to this therapy are:

\_\_\_\_\_

Additional therapies that may be necessary to assist you in reaching your goals are:

\_\_\_\_\_

**Notice of Risk:** The use of controlled substances may be associated with certain risks such as, but not limited to:

**Central Nervous System:** Sleepiness, decreased mental ability and confusion. Avoid alcohol while taking these medications and use care when driving and operating machinery. Your ability to make decisions may be impaired.

**Cardiovascular:** Irregular heart rhythm from mild to severe.

**Respiratory:** Depression (slowing) of respiration and the possibility of inducing bronchospasm (wheezing) causing difficulty in catching your breath or shortness of breath in susceptible individuals.

**Gastrointestinal:** Constipation is common and may be severe. Nausea and vomiting may occur as well.

**Dermatological:** Itching and rash.

**Endocrine:** Decreased testosterone (male) and other sex hormones (females); dysfunctional sexual activity.

**Urinary:** Urinary retention (difficulty urinating).

**Pregnancy:** Newborn may be dependent on opioids and suffer withdrawal symptoms after birth

**Drug Interactions:** With or altering the effect of other medications cannot be reliably predicted.

**Tolerance:** Increasing doses of drug may be needed over time to achieve the same (pain relieving) effect.

**Physical dependence and withdrawal:** Physical dependence develops within 3-4 weeks in most patients receiving daily doses of these drugs. If your medications are abruptly stopped, symptoms of withdrawal may occur. These include nausea, vomiting, sweating, generalized malaise (flu-like





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symptoms), abdominal cramps, palpitations (abnormal heartbeats). All controlled substances (opiates) need to be slowly weaned (tapered off ) under the direction of your physician.

**Addiction (Abuse):** This refers to abnormal behavior directed toward acquiring or using drugs in a non-medically supervised manner. Patients with a history of alcohol and/or drug abuse are at increased risk for developing addiction.

**Allergic reactions:** Are possible with any medication. This usually occurs early after initiation of the medication. Most side effects are transient and can be controlled by continued therapy or the use of other medications.

This confirms that we discussed and you understand the above. I asked you if you wanted a more detailed explanation of the proposed treatment, the alternatives and the material risks, and you (Initial one):

\_\_\_\_\_ was satisfied with that explanation and desired no further information

\_\_\_\_\_ requested and received, in substantial detail, further explanation of the treatment, alternatives and material risks.

PATIENT SIGNATURE \_\_\_\_\_ Date: \_\_\_\_\_

Explained by me and signed in my presence.

PHYSICIAN SIGNATURE \_\_\_\_\_ Date: \_\_\_\_\_



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Appendix H: Non-Opioid Treatment-Treatment Effectiveness Tool and Options

<b>Patient Lifestyle</b>	<b>Physiotherapy Interventions</b>
<ul style="list-style-type: none"> <li>› Healthy sleep management</li> <li>› Weight reduction</li> <li>› Diet/nutrition</li> <li>› Stress reduction</li> <li>› Exercise</li> </ul>	<ul style="list-style-type: none"> <li>› Functional therapies               <ul style="list-style-type: none"> <li>- Physical therapy (PT)</li> <li>- Occupational therapy (OT)</li> <li>- Passive modalities</li> </ul> </li> </ul>
<b>Behavioral Interventions</b>	<b>Medication Interventions</b>
<ul style="list-style-type: none"> <li>› Educational groups               <ul style="list-style-type: none"> <li>- Preventive</li> <li>- Support</li> <li>- Peer-to-peer/Living Well workshops</li> <li>- Shared medical appointments</li> </ul> </li> <li>› Psychotherapy               <ul style="list-style-type: none"> <li>- Individual counseling</li> <li>- Group therapy</li> <li>- Cognitive behavioral therapy</li> </ul> </li> <li>› Supportive care               <ul style="list-style-type: none"> <li>- Case management</li> </ul> </li> <li>› Substance abuse treatment               <ul style="list-style-type: none"> <li>- Residential</li> <li>- Outpatient</li> <li>- Medication-assisted treatment referral</li> </ul> </li> <li>› Trauma-informed care               <ul style="list-style-type: none"> <li>- PTSD screening</li> <li>- Domestic violence screening</li> <li>- Child abuse screening</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>› Non-opioid medications that may aid in chronic pain management               <ul style="list-style-type: none"> <li>- NSAIDS, acetaminophen</li> <li>- Tricyclic antidepressants (neuropathic pain)</li> <li>- Anti-epileptics (neuropathic pain)</li> <li>- Antidepressants (treating underlying depression)</li> <li>- Topical medications</li> </ul> </li> <li>› Minimally invasive surgical procedures               <ul style="list-style-type: none"> <li>- Nerve blocks, steroid injections</li> <li>- Interventional treatments: ablations, restorative injections, stimulators, implantable devices</li> <li>- Surgical treatment</li> </ul> </li> <li>› Complementary and alternative treatments               <ul style="list-style-type: none"> <li>- Manipulation therapy</li> <li>- Massage therapy</li> <li>- Acupuncture</li> </ul> </li> </ul>

This Business Associate Agreement (the “Agreement”) is entered into as of October 1, 2019, (the “Effective Date”) by and between Green Tree Dentistry (the “Covered Entity”) and Tillamook County Health Department, (the “Business Associate”), (collectively, the “Parties”).

WHEREAS, Green Tree Dentistry is a “Covered Entity” as that term is defined in the Health Insurance Portability and Accountability Act, Privacy Standards and Security Standard, 45 C.F.R. Parts 160, 164 (the “Privacy Standards”);

WHEREAS, Tillamook County Health Department, is a “Business Associate” as that term is defined in the Privacy Standards and Security Standard, and will have access to Protected Health Information (“PHI”) from the Covered Entity;

WHEREAS, pursuant to the Privacy Standards and Security Standard, the Business Associate must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and must also comply with certain provisions as required under the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”); and

WHEREAS, the Parties wish to enter into this Agreement to comply with the requirements of the Privacy Standards, the Security Standards, and the HITECH Act.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## ARTICLE 1

### DEFINITIONS

- 1.1 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in the Privacy Standards and Security Standards (45 C.F.R. Parts 160, 164) and the HITECH Act (Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009)).
- 1.2 All PHI that is created or received by the Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display, by Covered Entity or its operating units to Business Associate on Covered Entity’s behalf shall be subject to this Agreement.

## ARTICLE II

PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

2.1 Except as limited by 45 C.F.R. 164.504(e), or as otherwise limited in this Agreement, Business Associate may use or disclose PHI on behalf of, or to provide services to, Covered Entity (check applicable provision):

X For the following specific purposes:

Federally Qualified Health Center (FQHC) Dental Services

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As specified in the following agreement between Business Associate and Covered Entity:

See Professional Services Agreement and Modification:

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2.2 Except as otherwise limited in this Agreement, Business Associate may also use PHI as follows (check any or all that apply):

X For the proper management and administration of Business Associate

X To carry out the legal responsibilities of Business Associate

X To provide data aggregation services to Covered Entity

2.3 Business Associate may not use or disclose PHI if such use or disclosure would be a violation of the Privacy Standards if don by Covered Entity.

2.4 Any use or disclosure of PHI by Business Associate must comply with the minimum necessary policies and procedures of the Covered Entity. This includes limiting the use or disclosure to a limited data set as defined by the Privacy Rule; unless the Business Associate or Covered Entity, as applicable, determines that a limited data set s not practicable.

2.5 If Business Associate and Covered Entity are also a party to any other agreement, any use or disclosure of PHI by Business Associate must be consistent with such agreement. In the event of any inconsistency between the provisions of the Agreement and the provisions of any other agreement between the parties, the terms of this Agreement shall govern.

2.6 Business Associate agrees it will not use or further disclose PHI other than as permitted or required by this Agreement or as required by law. Business

Associate may not use or disclose PHI if such use or disclosure would be a violation of other applicable law.

### ARTICLE III

#### RESPONSIBILITIES OF BUSINESS ASSOCIATE

- 3.1 Safeguards. Business Associate agrees to use appropriate physical, administrative or technical safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement or HIPAA.
- 3.2 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- 3.3 Reporting. Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of PHI in violation of HIPAA of which it become aware within 10 days of the Business Associate's discovery of such unauthorized use and/or disclosure. If Business Associate becomes aware of a breach of any unsecured PHI in the Business Associate's possession, (i.e. PHI that has not been rendered unusable, unreadable or indecipherable to unauthorized individuals), and the breach does not meet the exceptions given in Section 13402 of Title XIII of the HITECH Act, Business Associate shall notify affected individuals as required and shall comply with notification requirement set the Secretary of the Department of Health and Human Services. Business Associate shall notify Covered Entity of any breach of unsecured PHI as soon as possible, but in no event later than 60 calendar days after discovery.
- 3.4 Subcontractors. In the event that Business Associate is permitted by law to provide PHI to an agent, Business Associate agrees to ensure that its agents, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees, in writing, to the same restrictions and conditions that apply to Business Associate with respect to such information.
- 3.5 Right of Access. Business Associate agrees to make PHI available to the Covered Entity or to an individual as directed by the Covered Entity in accordance with the access of individuals to PHI provisions of the Privacy Standards as set for the in 45 C.F.R. § 164.524 in a time and in a manner that are mutually agreeable to the Parties. Additionally, if the Business Associate maintains PHI in an electronic health record, it shall provide a copy of such record in an electronic format upon request.

- 3.6 Right of Amendment. Business Associate agrees to make PHI available for amendment and to incorporate any amendments to PHI as directed or agreed to by the Covered Entity in accordance with the amendment of PHI provisions of the Privacy Standards as set forth in 45 C.F.R. § 164.526 in a time and manner that are mutually agreeable to the Parties.
- 3.7 Right to Accounting of Disclosures. Business Associate agrees to make an accounting of disclosures of PHI in the format provided by Covered Entity to Business Associate. Business Associate shall make this information available to Covered Entity, or to an individual directly if requested by the individual (with notice to Covered Entity), as necessary for the Covered Entity to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528 and the HITECH Act.
- 3.8 Books and Records. Business Associate agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity and/or the Department of Health and Human Services in a time and manner that are mutually agreeable to the Parties and to the Secretary for purposes of determining the Covered Entity's compliance with the Privacy Standards.
- 3.9 Security Provisions. Business Associate will take the following measures:
- 3.9.1 Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity as required by the Security Rule in accordance with 45 C.F.R § 164.308, 164.310, 164.312 and 164.316;
  - 3.9.2 Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect the electronic PHI;
  - 3.9.3 Develop and enforce appropriate policies, procedures and documentation standards, including designation of a security official; and
  - 3.9.4 Report to the Covered Entity any security incident (as defined in 45 C.F.R. § 164.304) of which it becomes aware, as well as any breach of unsecured PHI as discussed in Section 3.3 above. The Parties agree that the breach notification requirements of Section 3.3 satisfy any notice requirements of Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but unsuccessful security incidents, for which no additional notice to Covered Entity shall be required.

#### ARTICLE IV

## TERM AND TERMINATION

- 4.1 Term. This agreement shall become effective on the Effective Date and shall terminate when all of the PHI provided by Covered Entity to Business associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in Section 4.2 and 4.3.
- 4.2 Termination. If either party fails to perform any material obligation pursuant to this Agreement, and (i) cure of the failure to perform the material obligation is possible and the failure to cure continues for a period of 30 days after the breaching party is notified in writing by the non-breaching party of said failure to perform, or; (ii) cure is not possible, then the non-breaching party, may also terminate any other agreement between the parties that involves the use or disclosure of PHI, in the event that Business Associate fails to perform any material obligation pursuant to this Agreement. In addition, Covered Entity may terminate this Agreement without cause upon thirty days written notice to Business Associate.
- 4.3 Effect of Termination. Upon termination of this Agreement, for any reason, Business Associate or Covered Entity shall, as directed by Covered Entity or Business Associate, return or destroy all PHI received from, or created or received by Business Associate or Covered Entity, on behalf of either Party that either Party still maintains in any form and retain no copies of such information. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate or Covered Entity. If return or destruction is not feasible, Business Associate or Covered Entity shall provide to the other Party notification of the conditions that make return or destruction infeasible. If Covered Entity or Business Associate is in agreement that return or destruction is not feasible, then Covered Entity or Business Associate will agree to extend the protections of this Agreement to the information and to limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible, for as long as Business Associate or Covered Entity maintains such PHI.

## ARTICLE V

### MISCELLANEOUS

- 5.1 Indemnification. Business Associate shall indemnify and hold Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach or alleged breach of this Agreement by Business Associate.

- 5.2 Regulatory Reference. A reference in this Agreement to a section in the Privacy Standards, Security Standards or the HITECH Act means the section as in effect or as amended.
- 5.3 Preemption. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the Privacy Standards, Security Standards or HITECH Act, as amended, the Privacy Standards, Security Standards and the HITECH Act shall control. In the event of an inconsistency between the provisions of the Privacy Standards, Security Standards, the HITECH Act and other applicable confidentiality laws, the provisions of the more restrictive rule will control.
- 5.4 Independent Entities. None of the provisions of this Agreement is intended to create, nor shall any be construed to create, any relationship between the Parties other than that of independent entities contracting with each other solely to effectuate the provisions of the Agreement.
- 5.5 Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision.
- 5.6 Amendments. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Standards, Security Standard, the HITECH Act and any future regulations, statutes or other guidance concerning HIPAA or HITECH that may affect this Agreement.
- 5.7 No Third-Party Beneficiaries. This Agreement shall not in any manner whatsoever confer any rights upon or increase the rights of any third-party.
- 5.8 Survival of Terms. The obligations of Business Associate under Article II and III of this Agreement shall survive the expiration, termination, or cancellation of this Agreement and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.
- 5.9 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Standards, Security Standards and the HITECH Act.



PROFESSIONAL SERVICES AGREEMENT # 21/22-013  
TILLAMOOK COUNTY AND GREEN TREE DENTAL  
FOR FQHC OREGON HEALTH PLAN MEDICAID AND NON-INSURED DENTAL  
SERVICES

PUBLIC CONTRACT PROVISIONS

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract and shall be responsible for such payment of all persons supplying such labor or material to any sub-contractor. If contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the contractor or a sub-contractor by any person in connection with the contract as such claim becomes due, the owner may pay such claim to the persons furnishing the labor or materials and charge the amount of payment against funds due or to become due contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or contractor's surety from contractor's or surety's obligation with respect to any unpaid claim. If the owner is unable to determine the validity of any claim for labor or materials furnished, the owner may withhold from any current payment due contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such contractor or sub-contractor incurred in the performance of the contract and shall be responsible that all sums due the State Unemployment Compensation Fund from contractor or any sub-contractor in connection with the performance of the contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the owner on account of any labor or materials furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. Contractor and any sub-contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. If this contract involves lawn and landscape maintenance, contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost effective.
6. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

PROFESSIONAL SERVICES AGREEMENT # 21/22-013  
TILLAMOOK COUNTY AND GREEN TREE DENTAL  
FOR FQHC OREGON HEALTH PLAN MEDICAID AND NON-INSURED DENTAL  
SERVICES

7. Contractor shall employ no person for more than ten (10) hours in any one (1) day, or forty (40) in any one (1) week, except in cases of necessity, emergency or where public policy absolutely requires it.

Contractor's employees shall be paid at least time and one-half (1 and 1/2) for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under Personal Services Contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.

Persons employed by contractor shall receive at least time and one-half (1 and 1/2) pay for work performed on legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one (1) day or in excess of forty (40) hours in any one (1) week, whichever is greater.

8. The contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
9. Contractor must give notice to employees, in writing, that they cannot be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of a law, rule, or regulation related to a Federal contract or grant.
10. All employers working under the contract are either subject employers who will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
11. The contract may be cancelled at the election of owner for any willful failure on the part of contractor to faithfully perform the contract according to its terms.

END OF PUBLIC CONTRACT PROVISIONS