

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: AC61277

This Contract entered into this 1st day of August, 2006 By Carilion Dental Care hereinafter called the "Contractor" and the Commonwealth of Virginia, Central Virginia Training Center, called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From 8/1/06 Through 7/31/07

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by the Purchasing Agency as stated in Contract AC61227, Section 5.0, Method of Payment.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, the Description or Scope of Work, General Conditions, Special Conditions, and the data contained in the Contract, together with all written modifications thereof.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Carilion Dental Care

Purchasing Agency

By: (Signature In Ink)

By: Denise Micheletti, MSA, RN

Title

Director Title

Date

Date

NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section 2.2-4300/2.2-4343 or against bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

**1.0 BACKGROUND**

Central Virginia Training Center (CVTC) is a facility of the Commonwealth of Virginia, Department of Mental Health, Mental Retardation and Substance Abuse Services and is hereby referred to as the Agency. The Agency provides a complete therapeutic environment by meeting training, educational, habilitative, medical and social needs.

The Agency is one (1) of twelve (12) State facilities in Virginia which serve mentally challenged persons. The mission of the Agency is to identify and meet the needs of eligible developmentally disabled persons through the provision of a continuum of quality services in the most appropriate, available environmental setting. The Agency has approximately 535 Clients, with about 228 being non-ambulatory, and most are multi-challenged. The client population encompasses all ages and all degrees of mental, physical and behavioral challenged individuals. The Agency is Medicaid certified to provide acute nursing and intermediate care.

**2.0 SCOPE OF WORK**

Provide services on an as needed basis for clients at Central Virginia Training Center. Services will be provided at the Contractor's Dental Clinic and, when deemed necessary by the Contractor, perform inpatient and/or outpatient surgery at a Carilion Health System Hospital. The work shall include, but not be limited to, provision of the following services:

**2.1 Examination and Evaluation Services:** The Contractor shall perform all pre-surgery services, including examinations, consultations and determination of required treatment plans at the Contractor's dental clinic.

**2.2 Dental Services:** The Contractor shall be responsible for providing dental services for clients of Central Virginia Training Center. General dental services shall include, but not be limited to, the following:

- 2.2.1** Diagnostic and consultative services.
- 2.2.2** Development of appropriate treatment plans.
- 2.2.3** Extractions of fully erupted teeth.
- 2.2.4** Extractions of hard and soft tissue impactions.
- 2.2.5** Surgery and treatment of soft tissue lesions and/or diseased tissue.
- 2.2.6** Diagnosis and treatment of orally related bone fractures.
- 2.2.7** Diagnostic appropriate periodontal procedure.
- 2.2.8** Diagnostic appropriate restorative/operative procedure.

**2.3 General Administrative Procedures:**

- 2.3.1** Make appropriate recommendations for referral when indicated dental services exceed the capabilities of the Contractor.
- 2.3.2** When the client is treated at the Contractor's dental clinic or hospital, the Agency shall ensure that the patient is medically stable and able to be transported back to the Agency prior to discharge. The Contractor shall provide for a recovery location with appropriate medical support until the client is transportable.
- 2.3.3** The Agency reserves the right to use the Contractor's outpatient services when the Agency deems it necessary. When need dictates, the Agency may obtain telephone results of testing received to ensure prompt medical attention is rendered upon return to the Agency. A written report of services rendered and the results shall be sent to the Agency's Dental Director to be kept in the Agency's permanent dental record.
- 2.3.4** The Agency is responsible for making all appointments and for providing transportation to and from the Contractor's office. A staff member of the Agency will accompany all clients during emergency room and outpatient services. Upon written request by the client's attending dentist a staff member of the Agency shall accompany the client for inpatient services.
- 2.3.5** Provide all such services with appropriate sedation including, but not limited to, general anesthesia and IV sedation as appropriate.
- 2.3.6** The Contractor shall provide transfer summaries and copies of emergency department or outpatient service reports at the time of the client's return to the Agency. If available, copies of the discharge summaries, operative reports and other medical records shall be returned with the patient or shall be made available as soon as possible after being signed by the physician.
- 2.3.7** The Contractor shall assume full responsibility for the medical care delivered and the Commonwealth shall not be liable for any acts of omission, negligence, medical malpractice related to actions of Contractor.

- 2.3.8 The Contractor shall insure procedures for communication of clinical information accompany the patient upon transfer, including but not limited to: Physician's Recommendations/Medication Sheet/Follow-Up Appointments/Laboratory Tests.
- 2.3.9 The Contractor shall as soon as practicable notify the Agency of their intent to return/discharge a client under their care. The Agency will not assume financial liability for transportation of clients without its expressed consent.
- 2.3.10 In the event of a client death while at a Carilion Health System facility the Contractor shall notify the Agency immediately. Notification should be made through contact with the Agency's Medical Director or his/her designee. A copy of the death certificate, and if performed, a copy of the autopsy report shall be provided by the Contractor to the Agency in a timely manner.

**2.4 Contractor Qualifications:** Any individual providing services under this contract shall possess the following qualifications:

- 2.4.1 Dentists with unrestricted licenses to practice dentistry in the Commonwealth of Virginia.
- 2.4.2 **Current** certification to practice dentistry by the Department of Health Regulatory Boards (Board of Dentistry), Commonwealth of Virginia.
- 2.4.3 Shall be a graduate of an accredited dental school.
- 2.4.4 Federal DEA License
- 2.4.5 Provide service under general anesthesia and/or I.V. sedation as required.
- 2.4.6 Certified dentist to administer general and I.V. sedation as required.

**2.5 Criminal History Check:**

The Agency reserves the right to conduct reference checks, background investigations and criminal history checks on any potential employee of the program.

**2.6 Change of Status Notification:**

Employees, service providers and volunteers are responsible for notifying the Purchasing Office of any change in status of licenses or credentials within five (5) days of the event.

**2.7 Administrative Consultant:**

Dr. Gerald Edlin, D.D.S., Dental Director, will serve as the administrative consultant on the Agency's behalf. He will be responsible for coordinating all services with the Contractor and will serve as the Agency's primary point of contact on all matters relating to provision of dental services as described herein.

### 3.0 GENERAL TERMS AND CONDITIONS

#### 3.1 **Vendor's Manual:**

This Contract is subject to the provisions of the Commonwealth of Virginia Vendor's Manual and any revisions thereto, which are hereby incorporated into this Contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendor's Manual. A copy of the manual is normally available for review at the Purchasing Office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under "Manuals."

#### 3.2 **Applicable Law and Courts:**

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia, 2.2-4366*). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

#### 3.3 **Anti-Discrimination:**

Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, 2.2-4300/2.2-4343.1E*)

-In every Contract over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**3.4 Ethics In Public Contracting:**

Contractor certifies that this contract is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with this contract, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

**3.5 Immigration Reform And Control Act Of 1986:**

Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform And Control Act of 1986.

**3.6 Debarment Status:**

Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting bids on Contracts for the type of goods and/or services covered by this contract, nor are they an agent of any person or entity that is currently so debarred.

**3.7 Antitrust:**

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

**3.8 Payment:**

**1. To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the State contract number and/or purchase order number; social security number (for individual contractors) or the federal employee identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.
- c. All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of the payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges:** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are

not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, Section 2.2-4363).

**2. To Subcontractors:**

- a. A Contractor awarded a Contract under this solicitation is hereby obligated:
  - 1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
  - 2) To notify the Agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one (1 %) percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

**3.9 Assignment Of Contract:**

This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

**3.10 Changes To The Contract - Changes can be made to the Contract in any of the following ways:**

- 1. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
- 2. The Purchasing Agency may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the

scope of the Contract include, but are not limited to things such as services to be performed, the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Vendor's Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the Contract generally.

**3.11 Insurance:**

Contractor certifies it will have the following insurance coverage at the time the contract is fully executed. Contractor certifies that the Contractor and any subcontractors will maintain these insurance coverage during the entire term of contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporate Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation –Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contracts who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability -- \$100,000.
3. Commercial General Liability -- \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability -- \$1,000,000 per occurrence (Only used if motor vehicle is to be used in the contract).
5. Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations):
  - \$1,750,000 per occurrence, \$3,000,000 aggregate (Limits increase each July 1 through fiscal year 2008, as follows:
    - July 1 2005 - \$1,800,000, July 1, 2006 - \$1,850,000, July 1, 2007 - \$1,925,000, July 1, 2008, - \$2,000,000. This complies with 8.01-581.15 of the Code of Virginia.

**3.12 Drug-Free Workplace:**

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful

manufacture, sale, distribution, dispensation, possession use of any controlled substance or marijuana during the performance of the contract.

**3.13** **Collateral Contracts:** Where there exists any inconsistency between this Contract and to the provisions of collateral contractual agreements which are made a part of this Contract by reference or otherwise, the provisions of this Contract shall control.

**3.14** **Severability:** Each paragraph and provision of this Contract is severable from the entire Contract, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

**3.15** **Compliance:** By signature below, the Contractor certifies that it is and will remain in full compliance with:

- The Federal Immigration Reform and Control Act of 1986;
- The Virginia Conflict of Interest Act;
- The Federal Civil Rights Act of 1964, as amended;
- Section 2.2-4300 through 4377 of the Virginia Public Procurement Act (VPPA);
- Americans with Disabilities Act, as amended

Agency warrants that this Contract has been reviewed by its legal counsel and that the Contract is in compliance both in intent and in language with any and all applicable federal and state or local laws.

**3.16** **Authorities:** Nothing in the Contract shall be construed as authority for any party to make commitments which will bind the other parties beyond the scope of service contained herein. Furthermore, the Contractor shall not assign, sublet or subcontract any work related to this Contract or any interest he/it may have herein without the prior written consent of the Agency. This Contract is subject to appropriations by the Virginia General Assembly.



#### 4.0 SPECIAL TERMS AND CONDITIONS

##### 4.1 **Advertising:**

Contractor shall give no indication of such sales or services to the Agency will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

##### 4.2 **Audit:**

The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Agency, its authorized agents, and/or State auditors shall have full access to the right to examine any of said materials during said period.

##### 4.3 **Availability of Funds:**

It is understood and agreed between the parties herein that the Agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

##### 4.4 **Cancellation of Contract:**

The Purchasing Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting Contract may be terminated by either party, without penalty, after the initial twelve (12) months of the Contract period upon sixty (60) days written notice to the other party. Any Contract Cancellation Notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

##### 4.5 **Renewal of Contract:**

The period of this contract shall be from date of award through one (1) year with four (4) one (1) year renewals available upon mutual consent of the contracting parties.

Notice of intent to renew will be given to the contractor in writing by the Agency normally not less than thirty (30) days prior to expiration of the current contract. This notice shall not be deemed to commit the Agency to a contract renewal. In the event the

option to extend is exercised, a rate of increase may be negotiated and mutually agreed upon prior to execution of the contract renewal. The rate of increase shall not exceed the percentage allowed by the laws of the Commonwealth.

Revisions to fee schedules shall be presented to the Agency at least thirty (30) days prior to renewal.

**4.6 HIPAA - Confidentiality and Records:**

The Contractor assures that information and data obtained during the performance of this agreement, to include personal facts and circumstances related to patients or clients, shall be considered confidential, during and following the term of this agreement, and will not be divulged without the Purchasing Agency's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the Purchasing Agency as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material. Upon termination of this agreement and/or within 30 days of receipt of final payment for services, all materials, data and information in the possession of the Contractor, provided to or obtained by the Contractor during the performance of this agreement and to satisfy the requirements of this agreement, shall be provided to the Purchasing Agency in hardcopy and/or electronic form. Except where law allows, the Contractor shall not retain hard copies of the material, data and information and all electronic stored material, data and information shall be expunged from equipment and systems retained by the Contractor.

**4.7 Patient-Doctor Relationship:**

Any Client information to which the Contractor has access, develops or otherwise becomes aware of during the period of the Contract shall be treated as privileged information in a manner consistent with accepted patient-doctor relationship practices.

**4.8 Confidentiality of Information:**

The Contractor certifies that information and data obtained as to personal facts and circumstances related to patients shall be held confidential during and following the term of this Contract and will not be divulged without the affected patient's written consent, except to the Contractor's attorneys, consultants and advisors and unless otherwise required by law. Any patient information to be disclosed, other than in those instances

specified under this *Section 4.8*, and except to the Agency, must be in summary, statistical, or other form which does not identify particular patients.

**5.0 METHOD OF PAYMENT**

**5.1 Third Party Payment:**

**5.1.1** In cases wherein the client is eligible for coverage under Medicare/Medicaid and/or commercial insurance, the Agency will provide identification numbers to the provider of services. The Contractor shall bill such third party payers directly for services rendered. The Agency shall be billed only for services performed on clients not eligible for third party payment and for any unpaid deductible or co-insurance amounts on clients eligible for third party payment. The Agency agrees to pay the Contractor in accordance with the costs set forth in Attachment A, *Carilion Dental Care Charge sheet*, on all uncovered clients.

**5.1.2** The Agency shall not be liable for charges denied by third party payers due to failure of the Contractor or its medical staff to meet contractual obligations to the payer.

**5.2 Billings and Payments:**

**5.2.1** Any itemized billing shall be provided for each payment and for each occasion of service. The billing shall clearly identify the client served, the dates of service and the contract number. All billings shall be directed to the following address:

**Central Virginia Training Center  
Attn: Accounts Payable  
P. O. Box 1098  
Lynchburg, VA 24505**

**5.2.2** Payment shall be made upon thirty (30) days receipt of accurate and fully documented invoice.