
CHAMPAIGN COUNTY BOARD OF HEALTH

Brookens Administrative Center
1776 E. Washington
Urbana, IL 61802

Phone: (217) 384-3772
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Champaign County Board of Health

Tuesday, December 16, 2008

5:15 p.m.

**Brookens Administrative Center, 1776 E. Washington
Meeting Room Three
Urbana, Illinois**

AGENDA

ITEM

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- | | |
|---|-----|
| A. Call to Order | |
| B. Roll Call | |
| C. Approval of Agenda/Addendum | |
| D. Public Participation | |
| E. Issues Regarding Smile Healthy | |
| 1. Approval of FY2009 Contract with Smile Healthy | 1-9 |
| F. Other Business | |
| G. Adjournment | |

RENEWAL OF PARTICIPATION AGREEMENT

WHEREAS, the Champaign County Health Department, through its duly authorized agent, the Champaign County Board of Health, hereinafter known as the "Board", and SmileHealthy, formerly Central Illinois Dental Education and Services or CIDES, entered into a Participation Agreement dated December 15, 2005, a copy of which is attached to this Renewal of Participation Agreement and marked as "Exhibit A"; and

WHEREAS, the Champaign County Board has approved its budget for the County's Fiscal Year from December 1, 2008 to November 30, 2009 in which it has included a grant for the cost of the renewal of the Participation Agreement between the Board and SmileHealthy in the amount of \$130,360; and

WHEREAS, the Board believes it is in the best interest of residents served by the Champaign County Health Department that the Participation Agreement should be renewed for the period December 1, 2008 to November 30, 2009, with all of the terms and conditions previously contained in the Participation Agreement attached to this Renewal of Participation Agreement and marked as "Exhibit A", with the following exception:

The Board and SmileHealthy agree that should SmileHealthy merge with the Champaign-Urbana Public Health District or any other entity during the term of this Renewal of Participation Agreement, or alternatively should the services presently performed by SmileHealthy be subsumed by the Champaign-Urbana Public Health District, the parties shall modify the terms and conditions of this Renewal of Participation Agreement as necessitated by the said merger or take-over; and

WHEREAS, the Board and SmileHealthy agree that the annual contract cost for the renewal of the Participation Agreement shall be the sum of \$130,360;

The Champaign County Board of Health and SmileHealthy enter into this Renewal of Participation Agreement for the period December 1, 2008 to November 30, 2009 in the amount of \$130,360, with the monthly payments to be \$10,863.33 per month, and with the said Renewal to be pursuant to the remaining terms and conditions outlined in this Renewal of Participation Agreement and the attached "Exhibit A", on this 16th day of December, 2008.

CHAMPAIGN COUNTY HEALTH
DEPARTMENT

SMILEHEALTHY, NFP

BY: _____
Julian Rappaport
President, Champaign County
Board of Health

BY: _____
Jan Thorn
Chairperson, SmileHealthy Board
of Directors

Prepared by:

Susan W. McGrath
Senior Assistant State's Attorney
Office of the Champaign County State's Attorney
1776 E. Washington
Urbana, IL 61802
217/384-3776

Exhibit A

PARTICIPATION AGREEMENT

WHEREAS, Central Illinois Dental Education and Services, hereinafter known as "CIDES", is a not for profit corporation organized and existing under the laws of the State of Illinois and in good standing; and

WHEREAS, CIDES has organized and coordinates a program involving the recruitment of area dentists and dental hygienists who are willing to provide low cost dental hygiene services to children for whom such services might otherwise be unavailable; and

WHEREAS, the Champaign County Health Department, hereinafter known as "DEPARTMENT", is a duly organized and existing County Health Department; and

WHEREAS the DEPARTMENT and CIDES had previously entered into agreements for the participation of children residing outside of the Champaign-Urbana Public Health District service area in the program organized and coordinated by CIDES; and

WHEREAS, the program established and coordinated by CIDES results in low cost dental hygiene services being provided to such children without cost to them; and WHEREAS, said dentists and dental hygienists have agreed to participate in said program and to accept as full and final payment for their services, payments below the market value for those services as a result of their desire to assure that such services are provided to said children; and

WHEREAS, CIDES' program has resulted in the education of county residents on the importance of dental hygiene and dental care; and

WHEREAS, CIDES has engaged in out-reach efforts to generate community support and increased access to dental providers for eligible children; and WHEREAS, CIDES has coordinated and organized screenings and evaluations of such children by registered dental hygienist in

accordance with the Dental Practice Act; and

WHEREAS, the DEPARTMENT wishes to continue it's pre-existing relationship with CIDES so as to ensure that eligible county children and families are provided access to education and services, the DEPARTMENT and CIDES hereby enter into this agreement as follows:

1. The term of this agreement commences on the date of approval by both CIDES and the DEPARTMENT and shall continue in full force and effect until November 30th, 2006 unless otherwise terminated as provided for herein.
2. The DEPARTMENT and CIDES may mutually agree to extend the term of this agreement at any time or to enter into a new agreement at any time prior to November 30th, 2006, but there shall be no automatic renewal of this agreement absent such mutual assent.
3. The DEPARTMENT shall pay to CIDES the sum of \$105,168.00 in equal monthly installments of \$8,764.00 per month payable on or before the 1st day of each month during the term of this agreement, with the first such payment hereunder to be prorated so as to insure that the total payment for December 2005 pursuant to this agreement and the existing agreements equals but does not exceed \$8,764.00.
4. CIDES shall, for all intents and purposes, be an independent contractor and shall, for no purposes, be considered to be in a joint venture relationship with the DEPARTMENT; and furthermore no employee or independent contractor of CIDES shall be considered to have a joint venture or an employer-employee relationship with the DEPARTMENT.

5. CIDES shall be solely responsible for the payment of all payroll, taxes, Social Security payments, unemployment payments, and all other financial obligations in the performance of this agreement, including obligations for personnel hired by CIDES to perform the services set forth herein.
6. CIDES shall not, without prior authorization from the DEPARTMENT, submit any grants on behalf of the DEPARTMENT, and nothing in this agreement shall be construed as rendering CIDES an agent of the Department for such purposes absent such prior authorization.
7. CIDES shall provide to the DEPARTMENT a copy of it's annual audit within (30) days after the said audit is completed and available for distribution.
8. CIDES shall provide to the DEPARTMENT contact information, including a telephone number at which the public can contact CIDES concerning the program offered by it, including the access and education services provided pursuant to this agreement and shall implement a system by which the public can communicate with representatives of CIDES concerning said program and access thereto at reasonable times. It is the intent of the parties, absent unforeseen circumstances, that contacts to CIDES by members of the public shall be responded to within (1) regular business day following the receipt of said requests.
9. It shall be the sole responsibility of CIDES to ensure the adequacy of it's staff and that all participating dentists and dental hygienists have appropriate professional certifications to provide the services to be under the CIDES program.
10. The DEPARTMENT shall have not be deemed to be a party to any agreements for

the provision of said services nor in anyway to be responsible for the sufficiency of said services or the manner in which they are provided. Instead, it is the express intent of the parties hereto that the DEPARTMENT is contracting with CIDES to ensure access to the program and educational services provided by CIDES for county residents and, in no manner, shall the DEPARTMENT be deemed to have any obligation to exercise control or responsibility for the provision of any services organized by CIDES.

11. The DEPARTMENT and CIDES expressly acknowledge, however, that the DEPARTMENT has a substantial interest in assuring that the children sought to be served by participation with CIDES are adequate in number and level of service in light of the compensation provided hereunder and thus CIDES shall provide to the DEPARTMENT monthly reports at the DEPARTMENT's regular Board meetings which shall include information concerning the number of children served pursuant to participation in this agreement; a brief description of the services provided; and such other further and additional information, if any, reasonably requested by the DEPARTMENT through it's Board, so as to enable the DEPARTMENT to be fully informed with respect to the type, manner, and number of services being provided hereunder. Such further additional information may include, if necessary for the DEPARTMENT to fulfill it's review of services provided, financial information, to the extent that the same reflects upon the provision of services hereunder.
12. CIDES shall maintain, at it's own expense, such insurance, including worker's compensation insurance, liability insurance, and other such insurance as it deems

necessary and shall provide a certificate of such insurance to the DEPARTMENT upon execution of this agreement. The provision of said certificate shall be for information purposes only and shall not be deemed to constitute a relationship of any type or nature other than the contractual relationship provided for hereunder.

13. CIDES represents, however, that it has and shall maintain liability insurance in an amount not less than \$1,000,000.00 per occurrence and such worker's compensation insurance as required by Illinois Law.
14. CIDES and the DEPARTMENT further agree that should either party fail to fulfill it's obligations hereunder the other party may bring an action to specifically enforce the obligations hereunder, but that such an action shall not exclude the availability of any other remedy permitted by law.
15. In the event that either party fails to fulfill it's respective obligations, the party claiming such breach shall provide notice to the purportedly breaching party and shall afford that party and opportunity to remedy said breach or for the parties to reach an agreement with respect thereto of not less than (14) days following the effective date of service. Service shall be deemed effective upon actual receipt by personal delivery by service upon the registered agent or any officer of CIDES or personal service upon the Chair of the Champaign County Board of Health, or it's administrator.
16. CIDES and the DEPARTMENT further agree that the nature of the agreement provided for herein is in the nature of a personal services contract and thus CIDES shall not assign or delegate it's contractual responsibilities and obligations hereunder

to any third party without the express written consent of the DEPARTMENT.

17. CIDES and the DEPARTMENT further agree that neither the dentists nor dental hygienists who are participating in the program organized and administrated by CIDES, nor any child for whom services thereunder may be provided, are or shall be deemed to be third party beneficiaries, intended or otherwise, of this agreement; that nothing herein shall be construed to create any relationship between CIDES and the DEPARTMENT other than as an independent contractor; that nothing shall be construed herein, or interpreted, to provide that the DEPARTMENT or CIDES are providing dental hygiene services, but instead shall be construed and interpreted so as to ensure that the scope and extent of the DEPARTMENT's involvement in the provision of services recruited and organized by CIDES is for the purpose of ensuring access for said eligible children and public education.
18. This agreement shall be interpreted, construed, and enforced in accordance with the provisions of applicable Illinois Law.
19. This agreement contains the entirety of the parties agreement regarding the relationship established hereby and no prior discussions, negotiations, or agreements are a part hereof the same being conclusively deemed to have merged herein.

CENTRAL ILLINOIS DENTAL EDUCATION
SERVICES, NFP, AN ILLINOIS NOT FOR
PROFIT CORPORATION,

BY: William Mueller
President 12/15/05

CHAMPAIGN COUNTY
HEALTH DEPARTMENT,

BY: H. D. Wright Jr.
Chair, Champaign County Board of
Health

Prepared by:
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