



Memorandum of Understanding for Dental Services

This Memorandum of Understanding (MOU) made on the _____ 20__ to be effective upon execution by both parties, between GRACE CLINIC Health Professional of Hamilton Center, Inc. (hereinafter referred to as "GRACE CLINIC") having its principal office at 622 Eighth Avenue, Terre Haute, IN 47804 and Wabash Valley Health Center, Inc. (hereinafter referred to as "PROVIDER") having its principal office at 1436 Locust St, Terre Haute, IN 47807

Purpose

The Dental Services MOU is designed to provide quality dental care services to patients associated with GRACE CLINIC Health Center, in a cost effective and timely fashion, as one step in building a healthier community.

The scope of this MOU includes service provisions provided by Wabash Valley Health Center, to the extent the PROVIDER has the capacity, and available staff. The PROVIDER shall, at all times, have sole discretion as to the acceptance of any patient from GRACE CLINIC, subject to its obligations to comply with federal and state law. PROVIDER and GRACE CLINIC agree to exchange information pertinent to the patient's treatment plan while remaining within the confines and in compliance with any applicable state or federal laws and regulations

Responsibilities of both Parties

1. The PROVIDER agrees to accept patients from the GRACE CLINIC for dental services, such as but not limited to routine cleanings, deep cleanings, patient education, fillings, extractions, root canals, and crowns.
2. GRACE CLINIC will ensure all information, test results, or follow- up instructions will be entered or scanned into the patients Electronic Health Record, by the GRACE CLINIC's front office staff.
1. **HIPAA Compliance.** PROVIDER and GRACE CLINIC are Business Associates as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended. GRACE CLINIC is therefore, for purposes of this MOU, a third party to whom PROVIDER may disclose personally identifiable patient health information ("PHI") or from whom PROVIDER may receive PHI for risk management and incident reporting purposes in connection with the provision of services hereunder.

GRACE CLINIC therefore agrees that it shall:

- a) Use or disclose PHI only as permitted under GRACE CLINIC'S privacy rules, policies and procedures;
- b) Use appropriate safeguards and exercise reasonable care to prevent unauthorized use or



disclosure of PHI;

c) Promptly report any known misuse of PHI to PROVIDER;

d) At all times comply with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Standards") under HIPAA;

e) Use and disclose PHI only in connection with treatment, payment and operations pursuant to HIPAA and the Privacy Standard; and

f) Cooperate with PROVIDER in responding to any request for an accounting of disclosures in accordance with the Privacy Standards. GRACE CLINIC expressly understands and agrees that the duty to maintain PHI as confidential shall survive any expiration or termination of this MOU, any Assignment hereunder and death of the relevant patient.

- 1. Provision of Care.** PROVIDER and GRACE CLINIC will strive to provide services in a manner that is consistent with, at a minimum, the prevailing standard of care and in the same professional manner and pursuant to the same professional standards as are generally furnished to patients within the geographic region and in accordance with all relevant federal, state and local laws and regulations, including but not limited to non-discrimination laws.
- 2. Patient Referrals and Compliance.** Nothing in this Agreement requires or obligates GRACE CLINIC to utilize PROVIDER's services. None of the benefits granted the parties under this Agreement are conditioned on any requirement or expectation that the parties make referrals to, be able to make or influence referrals to, or otherwise generate business for the other party. Neither party is restricted from referring any patient to, or otherwise generating any business for any other entity of their choosing. Neither party will knowingly or intentionally violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. 1320a-7b).
- 3. No Compensation for Referrals.** Nothing in the MOU requires, is intended to require or provides payment or benefit of any kind directly or indirectly for the referral of individuals or businesses to either party by the other party. Neither party shall track referrals for purposes relating to setting the compensation of its employees or independent contractors or influencing the recommendations of the providers. GRACE CLINIC patients who are eligible for sliding fee discounts and have third-party coverage are charged no more for any out of pocket costs than they would have paid under the applicable SFDS discount class.
- 4. Patient Confidentiality.** The parties shall maintain the privacy and confidentiality of all information regarding their patients in accordance with all applicable federal and state laws and regulations (including but not limited to the HIPAA and its implementing regulations set forth at 45 C.F.R Part 160 and Part 164). The parties shall not use or disclose patient information, other than as permitted or required by applicable law. The Parties shall use appropriate safeguards to prevent use or disclosure of patient information other than as provided under applicable law.
- 5. Term and Termination.** This MOU shall be effective as of the Effective Date stated above for a period of one (1) year therefrom. This MOU will automatically renew for successive terms of one (1) year unless either party terminates in writing. The MOU may be terminated by either party without penalty or cause by giving sixty (60) days prior written notice to the other party.



- 6. Hold Harmless and Indemnification.** GRACE CLINIC shall hold harmless, indemnify and defend PROVIDER and its party's directors, officers, agents, and employees against any and all claims, causes of action, injuries and damages including, but not limited to, personal injury and property damage, to the extent caused by any act or omission on the part of GRACE CLINIC or its agents, contractors or employees and arising out of or due to the performance, failure to perform or breach of this MOU. This provision shall include all costs and disbursements, including, without limitation, court costs and reasonable attorneys' fees.
- 7. Relationship of Parties.** The Parties are and shall remain separate and independent entities. Neither party shall be construed to be the agent, partner, co-venture, employee or representative of the other.
- 8. Miscellaneous Provisions.**
- a. Governing Law: This MOU shall be governed, construed and enforced in accordance with the laws of the State of Indiana. The venue for any cause of action arising from this MOU shall lie in the Circuit Court of Vigo County, Indiana.
 - b. Agreement Confidentiality: The parties hereby acknowledge and agree that the terms of this MOU shall be kept private to the extent feasible. GRACE CLINIC shall be entitled to share this MOU with any State and/or Federal entity as required to enable GRACE CLINIC to perform its obligations under this MOU.
 - c. Provider Privileges and Credentialing: PROVIDER attests that all providers will be licensed, certified, or registered as verified through a credentialing process, in accordance with applicable federal, state, and local laws and competent and fit to perform the referred services, as assessed through a privileging process.
 - d. Notices: Notices by one party to the other party shall be in writing and considered effectively given if personally delivered or deposited in the United States Mail, postage prepaid, certified or registered, and addressed to the recipient as follows:

PROVIDER: Wabash Valley Health Center
Attention: Chief Executive Officer
1436 Locust Street
Terre Haute, IN 47807

GRACE CLINIC: Hamilton Center, Inc.
c/o Grace Clinic Health Professional
Attention: Chief Executive Officer/ Project Director
622 8th Avenue
Terre Haute, IN 47804



- e. Performance Measures: GRACE CLINIC will monitor PROVIDER performance based on the timeliness and accuracy of information sharing. GRACE CLINIC will track and manage all referrals made to and from outside entities, to ensure both parties are in accordance with the terms, conditions, and specifications of our agreement with one another, and Federal requirements.
- f. Billing: Accordingly, PROVIDER agrees to be solely responsible for billing and collecting all payments from appropriate third party payers, and, as applicable, GRACE CLINIC patients whose annual income falls at or below 200% of the Federal Poverty Level, set forth in the current Federal Poverty Guidelines. This shall be in accordance with a schedule of discounts of charges based on household income and family size. PROVIDER shall bill such patients with annual incomes at or below 100% of the Federal Poverty Level, at most, a nominal charge. All PROVIDER services will be provided according to the sliding fee discount scale and are provided to patients regardless of their ability to pay.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first set forth above.

Wabash Valley Health Center

By: _____
Charles Welker,
CEO, Wabash Valley Health Center

Date: _____

Grace Clinic Health Professional

By: Melvin L. Burks
Melvin L. Burks,
CEO, Hamilton Center, Inc.

Date: 6/25/20