

[PRACTICE NAME]
Collaborative Practice Agreement

In accordance with Article XIX of the Arkansas State Board of Dental Examiners (ASBDE) Dental Practice Act, a dental hygienist licensed by the ASBDE who agrees to collaborate with a dentist licensed by the ASBDE may provide services within the scope of practice of a dental hygienist to children, senior citizens, and persons with developmental disabilities in a public setting without the presence of the dentist and without a prior examination of the patient by the dentist.

This agreement sets forth the terms of the Collaborative Practice Agreement between **[HYGIENIST]** and **[DENTIST]**. This agreement shall be effective as of **[DATE]** (and upon receipt of approval by ASBDE).

Introduction

[HYGIENIST] holds an Arkansas dental hygiene license and is currently a licensee in good standing. He/she, therefore, meets the requirements for establishing and maintaining a collaborative practice agreement with **[DENTIST]**, a duly licensed dentist in good standing.

I. Scope of Practice

The practice of a registered dental hygienist may include prophylaxis, fluoride treatments, sealants, dental hygiene instruction, assessment of the patients' need for further treatment by a dentist, and other services provided by law if delegated by the consulting dentist. These services may be provided to children, senior citizens, and persons with disabilities in public settings without the supervision and direction of a dentist and without a prior examination of the patient by the consulting dentist. This practice will take place in the settings identified at the end of this agreement. A detailed medical and dental history shall be obtained. All medical and dental records shall be maintained in accordance with the Health Insurance Portability and Accountability Act (HIPAA). Patients shall be offered prophylaxis, fluoride treatments, sealants, dental hygiene instruction, and other services within the scope of practice of the dental hygienist provided the patient is in good physical health and there are no contraindications to these procedures. Infection and prevention control (IPC) protocols are explained in detail in **[PRACTICE NAME]** IPC manual. Staff serving in clinical roles will be trained during orientation and at regular intervals.

II. Consultation

The parties shall be available to each other for consultation either on site or by electronic access including by telephone and email. Consulting dentist shall appoint another dentist as a designee for those times when the consulting dentist cannot be reached. In the event of an unforeseen lack of coverage, patients will be referred to an appropriate hospital emergency department.

III. Record Review

A representative sample of patient records shall be reviewed by the consulting dentist within 7 days of treatment to evaluate that the practice of **[HYGIENIST]** is compliant with established protocols. The review will include the patient's health history, documentation, type and appropriateness of services rendered, patient consent forms, release of information forms, if applicable, and evaluation of the quality and appropriateness of radiographs, if applicable. Summarized results of this review will be signed by both parties and shall be maintained in the Arkansas State Board of Dental Examiners site for possible regulatory agency review. Patient records will be maintained by the consulting dentist. If another dentist provides follow-up treatment, the consulting dentist will be responsible for the transfer of records once a HIPAA-compliant request for records has been received.

IV. Hygienist Responsibilities

The collaborating hygienist shall maintain contact capabilities with the consulting dentist; secure consent from all patients or parents/guardians before providing services; provide a written referral to a dentist for further assessment of dental treatment needs; provide a copy of the record of services to the institutional facility responsible for patient's care, when applicable; secure release of information forms from the patients or parents/guardians of the patient if the care is provided in an institutional facility allowing the dental hygienist to access the patient's medical and dental records; create and maintain all patient records documenting services provided; and forward any records and

radiographs to the consulting dentist within 7 days of services rendered.

V. Post Care Information to Patients

Each person receiving collaborative care dental hygiene services shall receive an information sheet at the completion of services. The information sheet will contain names of the dental hygienist and the consulting dentist; telephone number and/or other emergency contact number of the dental hygienist and consulting dentist; listing of treatment rendered including, when applicable, billing codes, fees, and tooth numbers; description of further treatment that is needed or recommended. The dental hygienist shall advise the patient and/or legal guardian that dental hygiene services are preventive in nature and do not constitute a comprehensive dental diagnosis. The dental hygienist shall recommend that patients see the consulting dentist or give a list of dentists within a 50-mile radius for comprehensive care.

VI. Reimbursement

For the purposes of reimbursement, the collaborative dental hygienist shall be considered an employee of the consulting dentist. A health insurance company, Medicaid, or other person that pays a fee for service performed by a collaborative dental hygienist shall submit the payment directly to the consulting dentist.

VII. Liability Insurance

The collaborative hygienist shall be insured under the malpractice liability policy maintained by the **[PRACTICE NAME/DENTIST]**.

VIII. Reporting

Reports from the collaborating dental hygienist and consulting dentist shall be submitted to the Arkansas State Board of Dental Examiners office. An annual report shall be due by January 31st of each calendar year, which will include; list of all locations where collaborative care services were provided; dates when services were provided; number of patients treated during the year; the types of services provided and quantity of each type of service; the number of patients who had dental care within the previous 12 months; the number of patients who had an appointment scheduled at the dental office where care is normally provided.

IX. Alteration of Agreement

The collaborative practice agreement shall be reviewed at least annually and may be amended in writing in a document signed by both parties and attached to the collaborative practice agreement.

Agreement

Having read and understood the full contents of this document, the parties hereto agree to be bound by its terms.

Consulting Dentist:
Address: _____
Signature: _____
Date: _____

License Number:
Phone: _____

Collaborating Hygienist:
Address: _____
Signature: _____
Date: _____

License Number:
Phone: _____

Consulting Dentist's Designee:
Address: _____

License Number:
Phone: _____

Collaborative Practice Setting Name(s) Address(s):

1. _____
2. _____
3. _____

The agreement will be updated when new locations are added or listed locations are discontinued.