

**PUBLIC HEALTH DENTAL HYGIENE SERVICES**  
**SAMPLE COLLABORATIVE AGREEMENT**  
(Version: August 20, 2010)

**PART I – Parties to the Agreement (234 CMR 5.08(3))**

**Public Health Dental Hygienist**

Name \_\_\_\_\_  
MA DH License # \_\_\_\_\_  
Address (es) \_\_\_\_\_  
Emergency Contact \_\_\_\_\_  
Home Phone(s) \_\_\_\_\_  
Cell Phone(s) \_\_\_\_\_  
Email \_\_\_\_\_  
FAX \_\_\_\_\_

**Collaborating Dentist**

Name \_\_\_\_\_  
MA DN License # \_\_\_\_\_  
Address (es) \_\_\_\_\_  
  
Home Phone(s) \_\_\_\_\_  
Cell Phone(s) \_\_\_\_\_  
Email \_\_\_\_\_  
FAX \_\_\_\_\_  
Emergency Contact \_\_\_\_\_  
Back-up Coverage \_\_\_\_\_

**Municipality/Institution/State Agency (if applicable)**

Name \_\_\_\_\_  
Name/Title of Signatory Authority \_\_\_\_\_  
Address (es) \_\_\_\_\_  
  
Home Phone(s) \_\_\_\_\_  
Cell Phone(s) \_\_\_\_\_  
Email \_\_\_\_\_  
FAX \_\_\_\_\_  
Emergency Contact \_\_\_\_\_

**PART II – Public Health Dental Hygiene Services (234 CMR 5.08(3)(e)(f))**

<b>Site(s)/Location(s)</b>	<b>Date(s)</b>	<b>Population(s)</b>	<b>DH Services and Clinical Protocols</b>	<b>Medical Concerns? (See Part VII)</b>

**PART III – Communication and Consultation Protocols (234 CMR 5.08(3)(b))**

**Describe, with specificity, how communication and consultation between the dentist and public health hygienist will be accomplished, including the frequency of communication and arrangements for back-up coverage when the collaborating dentist is not accessible to provide communication and consultation (e.g. during vacation or illness).**

**PART IV – Patient Records (234 CMR 5.08(3)(g))**

<b>Responsibility</b>	<b>Protocol(s)</b>	<b>Responsible Party (ies)</b>
<b>Record Creation</b>		
<b>Record Maintenance</b>		
<b>Record Storage</b>		
<b>Record Retrieval</b>		
<b>Record Confidentiality</b>		
<b>MORE as applicable...</b>		

**PART V – Site-Specific Emergency Medical Protocols (234 CMR 5.08(3)(i))**

<b>Protocols:</b>	<b>Responsible Party (ies):</b>
<b>Training/Review:</b>	<b>Responsible Party and Date(s):</b>

**PART VI – Considerations for Age, Procedure Specific Protocols, Considerations for Medically Compromised Patients (234 CMR 5.08(3)(j)(k))**

<b>Age Considerations:</b>
<b>Procedure Specific Protocols:</b>
<b>Considerations for Medically Compromised Patients:</b>

**PART VII – Billing and Reimbursement Protocols and Procedures (234 CMR 5.08(3)(l))**

Protocols/Procedures:	Responsible Party (ies):

**PART VIII – How Dental Hygienist May Legally Obtain Prescription Products (234 CMR 5.08(3)(m))**

Protocols/Procedures:	Responsible Party (ies):

**PART IX – Term of the Collaborative Agreement (234 CMR 5.08(3)(n))**

**This collaborative agreement will be in effect from \_\_\_\_\_ to \_\_\_\_\_  
(Dates)**

**PART X - Attestations**

**A. Qualification for Dental Hygienist to Enter into a Collaborative Agreement for Public Health Dental Hygiene Practice: I, \_\_\_\_\_**

**Print Name/MA License # of Dental Hygienist**

am licensed to practice dental hygiene in the Commonwealth of Massachusetts pursuant to MGL c. 51 and 234 CMR et seq. and qualify to provide public health dental hygiene services by virtue of having a minimum of three (3) years of full-time or an equivalent 4500 hours of clinical experience as a registered dental hygienist and have documentation of fulfilling the following education and training requirements necessary to enter into a collaborative agreement to provide public health dental hygiene services: a minimum of ten (10) hours of continuing education including six (6) hours of hands-on experience in a public health setting; and successful completion, within 24 months prior to commencing practice as a public health hygienist, continuing education courses in CDC Guidelines for Infection Control for Portable Dental Equipment, risk management for practice in a public health setting, and management of medical emergencies. I shall retain permanent documentation demonstrating compliance with the education and training requirements listed above.

Signed under pain and penalties of perjury this \_\_\_\_\_ day of (Month)\_\_\_\_\_, (Year)\_\_\_\_\_

SIGNED \_\_\_\_\_

**B. Responsibilities of the Dental Hygienist:**

I, \_\_\_\_\_ understand and agree to the following:

**Print Name/MA License# of Dental Hygienist**

- (1) I shall have a written collaborative agreement which complies with the requirements of MGL c. 112, s. 51 and 234 CMR before rendering treatment, advertising, or soliciting clients/patients to provide any dental hygiene services in a public health setting pursuant to said collaborative agreement;
- (2) I shall maintain contact and document communication with the dentist with whom I have entered into this collaborative agreement;
- (3) I shall practice in accordance with Board of Registration in Dentistry rules and regulations;
- (4) I shall obtain written, signed informed consent of the patient or legal representative which complies with Board regulations contained herein and informs the patient or legal guardian that the services provided by the public health dental hygienist are not a substitute for a dental examination by a dentist and informs the patient that the patient or legal representative that the patient should obtain a dental examination by a dentist within 90 days;
- (5) I shall provide each patient with a written Information Sheet at the conclusion of the patient’s visit. Said information sheet shall, at a minimum, include the following:
  - a. Results of the dental hygiene examination;
  - b. The name(s) of the public health dental hygienists and any licensed dentist and other dental auxiliaries who provided services;

- c. A description of the treatment rendered, including billed service codes and fees associated with treatment, and tooth numbers when appropriate;
- d. Information on how to contact me, dental health services program director, mobile dental facility or portable dental operation permit holder;
- e. If necessary, provide a referral for emergency assessment by a dentist;
- f. When a referral is made, the patient or legal representative shall be referred to the patient's regular dentist if one is identified. If none is identified, then the patient or legal representative will be provided with the names of dentist(s), community health center(s) or dental school clinic(s) located within a reasonable geographic distance from the patient's home and with whom the undersigned dental hygienist or the dental health services program has communicated with regarding acceptance of referrals;
- g. My name and signature; and
- h. If the patient or legal representative has given consent for an institutional facility (i.e., school, nursing home) to access the patient's dental health records, I shall also provide the institution with a copy of the information sheet.

(6) I shall maintain the following data to be reported to the Massachusetts Department of Public Health's Office of Oral Health on forms and in accordance with procedures established by that office:

- a. The dates of each session with name and address of the site where public health dental hygiene services were provided; and
- b. The number of patients served and the type(s) and quantity (ies) of each service provided.

### **C. Agreement of the Parties**

We, the undersigned public health dental hygienist(s), collaborating dentist(s), and, if applicable, the official representative of the municipality, institution, or state agency, do hereby agree that the information provided in this collaborative agreement is complete and accurate and that we will abide by the terms of the agreement, including but not limited to the following:

- (1) A public health setting includes, but is not limited to, residences of the homebound, schools, Head Start programs, nursing homes and long-term care facilities licensed pursuant to M. G. L. c. 111, § 71, clinics, community health centers, and hospitals licensed pursuant to M. G. L. c. 111, § 51, medical facilities, prisons, residential treatment facilities, federal, state or local public health programs, mobile dental facilities and portable dental programs which may be permitted by the Board or licensed or certified by the Department pursuant to M. G. L. c. 111, § 51, and, other facilities or programs deemed appropriate by the Board and the Department.
- (2) A dental hygienist practicing as a public health dental hygienist may perform in a public health setting, without the supervision or direction of a dentist, any procedure or provide any service that is within the scope of his/her practice that has been authorized and adopted by the Board as a delegable procedure for dental hygienists in private practice under general supervision as described in 234 CMR et seq.
- (3) A dental hygienist or public health dental hygienist may not perform acts or services which require diagnosis and treatment planning for non-dental hygiene services, surgical or cutting procedures on hard or soft tissue, and/or the prescription of medications, unless specifically authorized herein.
- (4) A registered dental hygienist practicing in a public health setting may provide dental hygiene services including placement of sealants without first having a dentist examine the patient either pursuant to a



written collaborative agreement that complies with requirements described in 234 CMR 5.08 or pursuant to a standing order under the general supervision of a dentist licensed pursuant to M. G. L. c. 112, § 45.

- (5) We shall review and update the written collaborative agreement at least annually;
- (6) We shall immediately notify each other or, if applicable, the municipality, institution or state agency involved in the collaborative agreement, of any disciplinary action imposed by the board or any other governmental agency against his/her license to practice dentistry or dental hygiene in the Commonwealth;
- (7) A copy of the written collaborative agreement shall be maintained by all parties to the agreement, and shall be made available to the Board, or to a patient for whom services were rendered by a public health dental hygienist pursuant to said agreement, upon written request of the Board or patient or legal representative;
- (8) A dentist entering into a collaborative agreement with a public health dental hygienist may, but is not required to, provide subsequent dental treatment to patients served under said agreement.

**Signed this date by:**

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Public Health Dental Hygienist	MA Dental Hygiene License #	Date
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Collaborating Dentist	MA Dentist License #	Date
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Municipality, Institution, State Agency (if applicable)	Title	Date
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