DENTAL SERVICES
COR-SVCS-2022-0451-HSB

THIS CONTRACT is entered into by and between the State of Montana, **Montana Department of Corrections**, (State), whose address and phone number are P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301 and (406) 444-3930, and **Carole Murphy, DDS PPLC,** (Contractor), whose address and phone number are 2418 Locust St., Butte, MT 59701 and (559) 681-4020.

1. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1 Contract Term. The Contract's initial term is May 1, 2022 through March 31, 2023, unless terminated earlier as provided in this Contract. In no event is this Contract binding on State unless State's authorized representative has signed it. The legal counsel signature approving legal content of the Contract and the procurement officer signature approving the form of the Contract do not constitute an authorized signature.

1.2 Contract Renewal. State may renew this Contract under its then-existing terms and conditions in one (1)-year intervals, or any interval that is advantageous to State. This Contract, including any renewals, may not exceed a total of seven (7) years.

2. COST ADJUSTMENTS

Cost Adjustments Negotiated Based on Changes in Contractor's Costs. After the Contract's initial term and if State agrees to a renewal, the parties may negotiate cost adjustments at the time of Contract renewal. Any cost increases must be based on demonstrated industrywide or regional increases in Contractor's costs. State is not obligated to agree upon a renewal or a cost increase.

3. SERVICES AND/OR SUPPLIES

Contractor shall provide State the following dental services for Montana State Prison (MSP) and Riverside Special Needs Unit (RSNU), including but not limited to:

3.1 Examinations. Contractor shall provide dental examinations, triaged treatment plans, and radiograph interpretations, as indicated.

3.2 Treatment. Contractor shall provide dental treatment intended to obtain the following results:

- Relief of pain;
- Elimination of dental and oral emergencies;
- Bring about a condition of health in oral soft and hard tissues; and
- Stabilization or elimination of periodontal disease.

3.3 Procedures. Contractor shall provide the following dental services/appliances, when authorized by the State Dental Director:

- Periodontal care – surgical, non-surgical, and therapeutic;
- Preparations for and placement of dental restorations, including amalgams, composites, provisional restorations, and stainless steel crowns;
- Extractions and minor oral surgery procedures, including biopsies;
- Complete and partial dentures;
- Endodontic procedures; and

- Evaluation for oral pathology, including referrals and treatment of the condition, and prescribing of medications for dental or oral conditions.

3.4 . Contractor shall provide dental treatment in accordance with the guidelines set forth by State in **ANNEX 1** (MT DOC Dental Services Guidelines), **ANNEX 2** (MT DOC Guide to the Dental Chart), and **ANNEX 3** (MSP Health Care Services Procedures Index PE 06.01-09).

3.5 . Contractor shall ensure all applicable healthcare services procedures are followed while working at MSP and RSNU. (**ANNEX 3** Health Care Services Procedures)

3.6 . Contractor may utilize the services of specialists, if dentally indicated, and only if authorized by State Dental Director.

3.7 . Contractor shall provide emergency dental services, as required.

3.8 . Partial dentures shall be constructed utilizing metal bases or when indicated, acrylic bases.

3.9 . Contractor shall provide services on-site at MSP and RSNU, with the specific schedule of days and times to be mutually agreed upon by the Contractor and State Liaison.

4. WARRANTIES

4.1 Warranty of Services. Contractor represents and warrants that the services will be performed in a professional and workman-like manner with a degree of care, skill, and competence that is consistent with generally accepted industry standards reasonably expected of similar types of engagements. Contractor warrants that the manner in which it provides the services conform to the Contract requirements, including all descriptions, specifications, and attachments made a part of this Contract. State's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, State may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration of the dental services to be provided, State shall pay Contractor according to the following schedule.

5.1.1 MSP and RSNU Payment Schedule. State shall pay Contractor one hundred thirty and 00/100 Dollars (**$130.00**) per hour, for nine (9) hour days, not to exceed three (3) days per week without prior authorization. Not to exceed a maximum amount of one-hundred eighty-two thousand five hundred (**$182, 500.00**) per contract year.

5.1.2 Per Diem. The rate set forth in Section 5.1.1 is the total rate State will pay the Contractor. Contractor is not entitled to additional amounts including, but not limited to, per diem.

5.2 Withholding of Payment. Subject to provisions of Section 18, Event of Breach – Remedies, State may withhold payments to Contractor if Contractor has breached this Contract. Such withholding may not be greater than, in the aggregate, 5% of the total value of the subject statement of work or applicable contract.

5.3 Payment Terms. Unless otherwise noted in the solicitation document, State has thirty (30) days

from receipt to pay invoices, as allowed by § 17-8-242, MCA. Contractor shall provide banking information at the time of Contract execution in order to facilitate State's electronic funds transfer payments.

5.4 Reference to Contract. The Contract number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the Contract. If the number is not provided, State is not obligated to timely pay the invoice.

5.5 Invoices. Invoices must clearly show services performed by date and location. The record of hours worked will be forwarded to the CORbilling@mt.gov with the monthly invoice. State may withhold payment to Contractor for failure to perform in accordance with the terms and conditions of this Contract. Invoices shall be submitted to the State liaison for review and approval.

6. NON-EXCLUSIVE CONTRACT

The intent of this Contract is to provide state agencies with an expedited means of procuring supplies and/or services. This Contract is for the convenience of state agencies and is considered by State to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the Contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. State does not guarantee any usage.

7. ACCESS AND RETENTION OF RECORDS

7.1 Access to Records. Contractor shall provide State, Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. State may terminate this Contract under Section 17, Contract Termination, without incurring liability, for Contractor's refusal to allow access as required by this section. (§ 18-1-118, MCA.) Offenders' protected health information (PHI) shall not be made accessible to Legislative Auditor Division without a HIPAA-compliant release and if applicable a 42 CFR Part-2 compliant release signed by the offender.

7.2 Retention Period. Contractor shall create and retain all records supporting the Dental Services for a period of eight (8) years after either the completion date of this Contract or termination of the Contract.

8. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Contractor may not assign, transfer, or subcontract any portion of this Contract without State's prior written consent. (§ 18-4-141, MCA) Contractor is responsible to State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and State under this Contract.

9. DEFENSE, INDEMNIFICATION/HOLD HARMLESS

Contractor shall protect, defend, indemnify, and save harmless the State, its elected and appointed officials,agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Contractor's employees and agents, its subcontractors, its subcontractor's employees and agents, or third parties on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly ariseout of or in connection with this Contract.

Contractor waives all claims, demands, causes of action, and recourse against the State, including claims of contribution or indemnity, arising in favor of Contractor on account of property damage, personal injury, bodilyinjury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this Contract.

10. REQUIRED INSURANCE

10.1 General Requirements. Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be causedby any negligent act or omission.

10.2 Primary Insurance. Contractor's insurance coverage shall be primary insurance with respect to State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by State, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

10.3 Specific Requirements for Commercial General Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of **$1,000,000** per occurrence and **$2,000,000** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

10.4 Specific Requirements for Automobile Liability. Contractor shall purchase and maintain coverage with split limits of **$500,000** per person (personal injury), **$1,000,000** per accident occurrence (personal injury), and **$100,000** per accident occurrence (property damage), OR combined single limits of **$1,000,000** per occurrence, to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

10.5 Specific Requirements for Professional Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of **$1,000,000** per occurrence and **$2,000,000** aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: If "occurrence" coverage is unavailable or cost prohibitive, Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of this Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration dateof the policy.

10.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects State, its officers, officials, employees, or volunteers; or (2) at

the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

10.7 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by Department of Corrections, P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301. *The certificates must name the State of Montana as certificate holder and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liabilitypolicies.* Contractor must notify State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. State reserves the right to require complete copies of insurance policies at all times.

10.8 Recommended Cyber/Data Information Security Insurance. The Contractor acknowledges responsibility for loss or unauthorized acquisition of personal information it holds such as social security numbers, credit card numbers, financial account information, or other information that uniquely identifies an individual and may be of a sensitive nature in accordance with §§ 2-6-1501, through 2-6-1503, MCA. In absence of insurance coverage specific to this type of coverage, Contract assumes personal liability for any such information breaches.

11. LICENSURE

Contractor agrees to provide the State with copies of appropriate current licenses issued under Title 37 of the Montana Code Annotated for all persons performing services under this Contract, prior to services stated herein being provided.

12. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with §§ 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to Department of Corrections, 5 S. Last Chance Gulch, Helena, MT 59620-1301, Helena, MT 59620-0135.

13. COMPLIANCE WITH LAWS

13.1 Applicable Laws. Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act,the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer forthe purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. Contractor will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.1.17, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. State has a zero-tolerance policy as to incidents of sexual assault/rape or sexual misconduct in its correctional facilities or premises. Contractor is referred to § 45-5-501 MCA. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and State of Montana Executive Order No. 04-2016, Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there

will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

13.2 Affordable Care Act. The Affordable Care Act requires a Contractor, if Contractor is an applicable large employer under the ACA, to provide healthcare coverage for its employees who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980H (ACA) if provided by the State.

14. DISABILITY ACCOMMODATIONS

State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

15. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with §§ 35-14-1505, 35-8-1001, and 35-12-1309 MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. §§ 35-8-1001, 35-12-1302, and 35-14-1502, MCA. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at http://sos.mt.gov.

16. INTELLECTUAL PROPERTY/OWNERSHIP

16.1 Title and Ownership Rights. State retains title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by State (the "Content"), but grants Contractor the right to access and use Content for the purpose of complying with its obligations under this Contract and any applicable statement of work.

16.2 Ownership of Work Product. Contractor shall execute any documents or take any other actions as may reasonably be necessary, or as State may reasonably request, to perfect State's ownership of any Work Product. Work product is defined as: (i) all deliverables and other materials, products, or modifications that Contractor has developed or prepared for State under this Contract; (ii) any program code, or site-related program code that Contractor has created, developed, or prepared under or primarily in support of the performance of its specific obligations under this Contract; and (iii) manuals, training materials, and documentation. Contractor shall execute any documents or take any other actions as may reasonably be necessary, or as State may reasonably request, to perfect State's ownership of any Work Product.

16.3 Copy of Work Product. Contractor shall, at no cost to State, deliver to State, upon State's request during the term of this Contract or at its expiration or termination, a current copy of all Work Product in the form and on the media in use as of the date of State's request, or such expiration or termination.

16.4 Ownership of Contractor Pre-Existing Materials. Contractor retains ownership of all literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or related rights and derivatives that Contractor owns at the time this Contract is executed or otherwise developed or acquired independent of this Contract and employed by Contractor in connection with the services provided to State (the "Contractor Pre-existing Materials"). Contractor Pre-existing Materials are not Work Product. Contractor shall provide full disclosure of any Contractor Pre-existing Materials to State before its use and to prove its ownership. If, however, Contractor fails to disclose to State such Contractor Pre-existing Materials, Contractor shall grant State a nonexclusive, worldwide, paid-up license to use any Contractor Pre-existing Materials embedded in the Work Product to the extent such Contractor Pre-existing Materials are necessary for State to receive the intended benefit under this Contract. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in Section 16.2, Ownership of Work Product, or as may be expressly agreed in any statement of work, Contractor shall retain title to and ownership of any hardware it provides under this Contract.

17. CONTRACT TERMINATION

17.1 State Termination for Cause with Notice to Cure Requirement. State may terminate this Contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms, or conditions contained in this Contract after giving Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

17.2 State Termination for Convenience. State may, by written notice to Contractor, terminate this Contract without cause and without incurring liability to Contractor. State shall give notice of termination to Contractor at least 30 days before the effective date of termination. State shall pay Contractor only that amount, or prorated portion thereof, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

17.3 Contractor Termination for Cause with Notice to Cure Requirement. Contractor may terminate this Contract for State's failure to perform any of its duties under this Contract after giving State written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

17.4 Reduction of Funding. State must, by law, terminate this Contract if funds are not appropriated or otherwise made available to support State's continuation of performance of this Contract in a subsequent fiscal period. (§ 18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this Contract as required by law. State shall provide Contractor the date State's termination shall take effect. State shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, State shall be liable to Contractor only for

the payment, or prorated portion of that payment, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

17.5 Right of Assurance. If State, in good faith, has reason to believe that Contractor does not intend to, is unable to, or has refused to perform or continue performing all material obligations under this Contract, State may demand in writing that Contractor give a written assurance of intent to perform. Contractor's failure to provide written assurance within the number of days specified in the demand (in no event less than five business days) may, at State's option, be the basis for terminating this Contract and pursuing the rights and remedies available under this Contract or law.

18. EVENT OF BREACH - REMEDIES

18.1 Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract:

- Products or services furnished fail to conform to any requirement;
- Failure to submit any report required by this Contract;
- Failure to perform any of the other terms and conditions of this Contract;
- Beginning work under this Contract without prior State approval or breaching Section 23.1, Technical or Contractual Problems, obligations; or
- Voluntary or involuntary bankruptcy or receivership.

18.2 Event of Breach by State. State's failure to perform any material terms or conditions of this Contract constitutes an event of breach.

18.3 Actions in Event of Breach. Upon Contractor's material breach, State may:

- Terminate this Contract under Section 17.1, State Termination for Cause with Notice to Cure Requirement and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or inequity.

Upon State's material breach, Contractor may:

- Terminate this Contract under Section 17.3, Contractor Termination for Cause with Notice to Cure Requirement, and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

19. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Contract, unless the parties mutually agree that the obligation is excused because of the

condition.

20. WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

21. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the Contract shall be granted without the State's prior written consent. Product or services provided that do not conform to the Contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

22. LIAISONS AND SERVICE OF NOTICES

22.1 Contract Liaisons. All project management and coordination on State's behalf must be through a single point of contact designated as State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed under this Contract must be coordinated between State's liaison and Contractor's liaison.

Laura Hart is State's liaison
500 Conley Lake Rd
Deer Lodge, MT 59722-8709
(406) 846-1320
Laura.Hart@mt.gov

Dr. Carole Murphy is Contractor's liaison
2418 Locust St.
Butte, MT 59701
(559) 681-4020
ddscarole@yahoo.com

22.2 Contract Manager. State's Contract Manager identified below is State's single point of contact and shall perform all contract management on State's behalf. Written notices, requests, complaints, or any other issues regarding this Contract should be directed to State's Contract Manager.

Kristi Hernandez is State's Contract Manager
5 S. Last Chance Gulch
Helena, MT 59620-1303
(406) 444-9649
kristi.hernandez@mt.gov

22.3 Notifications. State's liaison and Contractor's liaison may be changed by written notice to theother party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, email, mail, or facsimile. If notice is provided by personal service, email, or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective on the third business day after mailing.

22.4 Identification/Substitution of Personnel. The personnel identified or described in Contractor's proposal shall perform the services provided for State under this Contract. Contractor agrees that any personnel substituted during the term of this Contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. State reserves the right to approve Contractor personnel assigned to work under this Contract and any changes or substitutions to such personnel. State's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this Contract. State reserves the right

to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

23. MEETINGS

23.1 Technical or Contractual Problems. Contractor shall meet with State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and State in the performance of their respective obligations, at no additional cost to the State. State may request the meetings as problems arise and will be coordinated by State. State shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

23.2 Failure to Notify. If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by State, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.

23.3 State's Failure or Delay. For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of State's failure or delay in discharging any State obligation, State shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If State agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If State does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

24. TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, if the Contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Contract or particular work under this Contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. State shall pay Contractor for any resources utilized in performing such transition assistance at the most current Contract rates. If State terminates a project or this Contract for cause, then State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages State may have sustained as a result of Contractor's breach.

25. CHOICE OF LAW AND VENUE

Montana law governs this Contract. The parties agree that any litigation concerning this bid, proposal, or this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees, except as provided in Section 9, Defense, Indemnification/Hold Harmless.

26. TAX EXEMPTION

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq.

27. PERSONAL PROPERTY TAX

Contractor shall pay all personal property taxes.

28. AUTHORITY

This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

29. SEVERABILITY

A declaration by any court or any other binding legal source that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually and materially dependent.

30. PARAGRAPH HEADINGS

The captions and headings set forth in this Contract are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

31. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

31.1 Contract. This Contract consists of fifty-one (**51**) numbered pages, any Annex referenced herein, any attachments as required, and Contractor's response, as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

31.2 Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

32. WAIVER

State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

33. EXECUTION

The parties through their authorized agents have executed this Contract on the dates set out below.

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STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601

DocuSigned by:
Cynthia McGillis-Hiner 5/9/2022
E9FD4E82FFD9421...

Cynthia McGillis-Hiner, (Date)
Acting Director
Health Services Bureau

Approved as to Form:

DocuSigned by:
Kristi Hernandez 5/5/2022
3C5659C707644B2...

Kristi L. Hernandez, Contracts Officer (Date)
Financial Services Bureau

Approved as to Legal Content:

DocuSigned by:
5/4/2022
41E915492B274F4...

Molenda, McCarty, Legal Counsel (Date)
Legal Services Bureau

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ANNEX 1

Montana Department of Corrections
Dental Services
Revised 19 MAY, 2017

Part 1: Initial Dental Care

A. Intake Oral Screening.

1. All Inmates arriving at a Montana Department of Corrections (MT DOC) secure facility will receive an oral screening, as part of the part of the Initial Health Intake Screening process or separately by a member of the dental staff, within 7 days of admission. This should occur even if the Inmate was a transfer from another MT DOC secure facility.
2. The intake oral screening can be performed by a dentist, dental support staff or by another trained health care professional.
3. All dental support staff or other qualified health care professionals providing intake oral screenings must be appropriately trained. Such training must be done by a dentist and the standardized training program must consist of more than completion of a self-study program.
4. The oral screening is to include a visual observation of the teeth and surrounding soft tissue. Notations should be made of any obvious abnormalities, severe painful conditions, acute infection or facial trauma requiring immediate referral to a dentist.

B. Comprehensive Oral Examination.

1. All Inmates arriving at a MT DOC secure facility will receive a comprehensive oral examination within 30 days of admission. If the Inmate has transferred from another MT DOC secure facility and has had a comprehensive oral exam within the last 10 months then the oral examination can be scheduled for an annual (12 month) Re-care Examination.
2. The comprehensive oral examination shall only be performed by a dentist currently licensed in the State of Montana.
3. All notations concerning the comprehensive oral examination will be made in a standardized MT DOC dental chart. Guidelines set forth by the *MT DOC Guide to the Dental Chart* will be utilized when documenting information resulting from the comprehensive oral examination.
4. Radiographs necessary for the comprehensive oral examination to appropriately develop a triaged dental treatment plan will be utilized.
5. The comprehensive oral examination should include an evaluation of the Inmates medical history, the Inmates oral history, current complaints, extraoral head and neck evaluation, oral hard and soft tissue evaluation, periodontal screening, examination and charting of teeth, as well as evaluation of current radiographs.
6. If an Inmate is re-admitted to a MT DOC secure facility within 10 months and there is a properly documented oral examination on record, a new comprehensive oral examination is not required. If an initial comprehensive examination is not done the Inmate should be placed on the annual Re-care

Examination list appropriate to the date of his last oral examination.

C. Triaged Dental Treatment Plan.

1. Through the comprehensive oral exam, a triaged dental treatment plan will be developed identifying existing dental and oral needs and proposed dental treatment.
2. To ensure the most urgent and important dental treatment is completed in a timely manner on all Inmates, the proposed clinically-indicated dental treatment is prioritized.
3. The triaged dental treatment provided will be subject to the amount of time the Inmate is under MT DOC care.
4. The Inmates dental care is part of a continuum of care unaffected by the Inmates transfer from one Secure facility to another (not including Community Correction facilities).
5. Clinically-indicated dental treatment needs will be prioritized:
    a. Phase 1(P1): Conditions requiring treatment for the elimination of severe pain, acute infections and trauma. These conditions should be treated as high priority conditions and should be addressed within 24 – 48 hours once a dentist is available. MT DOC Nursing Dental Condition Protocols may be followed prior to the Inmate being seen by the dentist.
    b. Phase 2 (P2): Conditions which if left untreated, will in time likely become a phase 1 condition, or conditions that do not allow for the adequate mastication of food. Phase 2 conditions will be divided into 2 categories in order of priority.
        1. P2a: Conditions while currently not resulting in severe pain or acute infection will require expedited treatment. If in the estimation of the dentist, the tooth condition needs to be addressed within the next 12 months it should be classified as P2a.
        2. P2ar: P2ar (P2a reset) are dental conditions deemed to be P2a but could be delayed by a year. P2ar conditions will usually be automatically converted to a P2a condition on the next Re-care Examination.
        3. P2b: Conditions recognized as requiring treatment in the future, however, in the estimation of the dentist, will not likely result in acute infection, severe pain, pulpal exposure or significant tooth structure loss even if left un-treated for 12–24 months. P2b restorative needs will, in most cases not be treated. At the annual Re-care (Periodic) Examination dental treatment needs classified as P2b will be re-evaluated and if necessary re-classified.
    c. Phase 3 (P3): Conditions which are not expected to deteriorate significantly if left untreated, areas to be re-evaluated at subsequent examination appointments (waits / watches) or conditions requiring treatment beyond the dental treatment normally provided by the MT DOC. At the annual Periodic (Re-care) Examination P3 conditions will be re-evaluated.
6. Dental Care Scheduling.
    a. The treatment goals at each appointment will be to take care of the most urgent treatment need (s). This will normally be

treatment that can be accomplished in 60 – 90 minutes or less.

1. P2a Operative treatment: Treatment generally limited to one or two teeth.
2. P2a Extractions / oral surgery: Treatment for a single tooth or limited area for extractions (such as a posterior quadrant).

b. As needed, the Inmate is re-placed on the P2a treatment list for additional dental care. When the patient comes to the top of the treatment list again the patient's highest priority need(s) will be addressed. This cycle will continue until all of the patient's priority dental care needs are resolved or the Inmate is released.

c. This will allow for the most urgent dental care needs of the largest possible number of Inmates to be taken care of.

d. Denture / Partial Dentures. If the Inmate is at the top zone of the Denture list, then all necessary restorative treatment, for completion of the partial denture, will be expedited.

e. The dentist will still retain the ability to set additional appointments in select cases. The provider can request (thru the NV notes) the Inmate be rescheduled as a priority if deemed necessary. This could occur if the provider feels that another appointment is needed with minimal delay. This should be the exception not the rule for rescheduling dental care.

f. Dental care that normally requires multiple appointments for a given procedure are scheduled by the provider thru the NV notes in the timeline that is appropriate.

g. This should maximize the number of patients seen in a given amount of clinic time. This will address the desire distribute dental services equitably. In addition, this guideline should ensure that the highest priority dental care needs are address first.

7. ART: Alternative Restorative Technique (ART) is a provisional restoration designed to remove the majority (but not all) of the decay on teeth with large or open areas of decay and restore them with a provisional glass ionomer restoration.

   a. Generally, after the gross decay is removed, a layer of Dycal or other CaOH base is placed over the remaining deep decay and the tooth is provisionally restored with a glass ionomer material.

   b. Except for anterior teeth where esthetics is a consideration, a glass ionomer such as miracle mix or Fuji Triage should be considered as it would be obvious to another dentist that the tooth was provisionally restored.

   c. During the Comprehensive Oral Exam, the tooth can be charted as a P2a ART with the second line treatment planned as a P2ar in the priority section and the involved surfaces noted (see example below). This tooth will automatically be converted to a P2a condition in the next Re-care Examination.

d. The goal is to resolve (temporarily) a significant dental condition and allow for potential secondary dentin formation. Often this can be the difference between have to perform endodontic treatment (with the likely commitment of a crown in the future) or an extraction and eventually being able to restore the tooth with a basic restoration.

e. This likely will not be successful with teeth exhibiting symptoms of nerve involvement such as constant or throbbing pain or where a clinically evident pulpal exposure exist. It often, however is successful with teeth that are asymptomatic, discomfort when eating, with food impaction, or with teeth with areas of exposed broken tooth structure or restorations.

D. Oral Hygiene Instruction.

1. Instruction in oral hygiene and preventive oral education will be given within 30 days of admission.
2. Interactive education concerning health care risk with poor oral hygiene, proper brushing and flossing techniques, the need for regular dental cleanings and examinations and general information concern dental health care in a correctional environment will be provided.
3. The Oral Hygiene Instruction label will be utilized, signed by the instructor and Inmate and placed on the lower left portion of the Dental Chart cover. If during an annual examination or dental cleaning appointment there is no Oral Hygiene Instruction label on the cover then presume no formal instruction has been given and present to the Inmate instructions in oral hygiene and preventive oral education.
4. For more information concerning Oral Hygiene Instruction consult the *MT DOC Guide to the Dental Chart*.
5. Subsequent oral health education should be documented in the Daily Treatment Sheet or the Dental Hygiene Record in the dental chart. Additional oral health education should be provided whenever it is evident the Inmates oral health would benefit from the additional instruction.
6. The Inmate should be offered a copy of the MT DOC Dental Health Care brochure and, if applicable the MT DOC Denture Care handout.

E. Privacy Notification.

1. Privacy Notification information should be presented to each Inmate in MT DOC custody. This will usually be done as part of the Comprehensive Oral Exam appointment.
2. The Inmate should have been presented an opportunity to review and receive a copy of the MT DOC Privacy Practices Notification handout.
3. This information does not need to be repeated if the Inmate already has a completed Privacy Notification label on the Dental Chart.
4. A Privacy Practice Notification label should be placed in the lower right area of the MT DOC dental chart and signed by the presenter. The Inmate should initial and sign the label once the information has been presented and any questions answered.

F. Tobacco Cessation.

1. Inmates who have indicated in the Drug Use section of the MT DOC Dental Chart a history of tobacco usage should be presented information concerning tobacco cessation.
2. The presentation should be tailored to whether the past tobacco usage was cigarettes, smokeless or both.
3. Since Montana State Prison is a smoking-free prison, the Inmates should be

encouraged to take advantage of this and avoid re-starting unhealthy habits.

4. The Inmate should be offered a copy of the MT DOC Tobacco Cessation brochure.

Part 2: Emergent Dental Care

A. Emergent Dental Treatment

Dental emergency evaluation and treatment shall be determined and prioritized through the nursing dental protocols and/or emergency dental protocols during regular clinic hours.

B. Nursing dental protocols (after hours).

1. Primary focus of treatment is alleviation of pain, control of acute infection and oral-facial trauma.
2. MT DOC Nursing Dental protocols are to be utilized by MT DOC medical staff after regular dental clinic hours.
3. Documentation of any treatment provided, concerning the dental emergency should be forwarded to the dental department in a timely manner.
4. Depending on the severity of the condition the request for emergency treatment and treatment provided can immediately forwarded to the dental department or the on-call dentist can be contacted.
5. Inmates with life threatening dental emergencies or combination of medical and dental issues may be directed to the medical department.

C. Emergent Dental Protocols.

1. The request, once received by the dental department will be expedited and the Inmate should be scheduled for evaluation and treatment at the earliest available clinic appointment time.
2. Treatment may include, but not be limited to:
   - i. No treatment, if not deemed appropriate.
   - ii. Medications for relief of pain or acute infection.
   - iii. Sedative or permanent restoration.
   - iv. Extractions or other oral surgical treatment.
   - v. Adjustment of tooth structure, restorations or prosthetic appliances.
   - vi. Treatment for acute periodontal conditions.
   - vii. Pulpotomy or pulpectomy (first step endodontic treatment).
   - viii. Referral to outside practitioners, the MT DOC Infirmary or the hospital emergency center.

D. Treatment Follow-up.

1. When appropriate, the Inmate should receive an appointment for follow-up dental treatment or post-op evaluation.
2. All Inmates referred to outside practitioners or hospital emergency centers for emergency treatment should be set up for a post-op evaluation appointment.

Part 3: Non- Emergent Dental Care

A. Restorative (Operative). Basic restorative dental treatment will be provided. Restorative materials utilized will be based on the dentist assessment as to which material will be best suited for the specific situation, the Inmates age, general health

and the Inmates oral hygiene. The Inmate will not be given the option of choosing the restorative materials to be utilized.

B. Oral Surgery. All basic needed oral surgery, within the scope of ability of the dentist is authorized.

1. Assessment of current diagnostic radiographs, the Inmates health history and pertinent medical information should be made.
2. A pre-operative consult with the Inmate, concerning the surgical risk factors should be signed and documented in the Surgery Data Sheet (lilac chart insert).
3. The Inmate should be informed of any complications that may arise and the expected prognosis. This should be documented and the Inmate should be placed on the follow-up treatment list. The medical staff may be notified if their involvement in follow-up care is likely.
4. Oral and written post-operative instructions should be provided to the Inmate.
5. Potential pathological conditions not immediately biopsied or referred should be re-evaluated in 10-14 days.
6. Any surgical conditions beyond the ability or comfort level of the dentist should be reviewed for referral.

C. Endodontic Treatment.

1. Endodontic (Root Canal) treatment is authorized in select cases, where endodontic treatment would significantly enhance the Inmates oral health, arch integrity or if a required abutment for a partial denture. Endodontic treatment is <u>not</u> recommended if:
    i. The Inmate does not have the ability or desire to have a cast restoration (if needed) placed on the tooth once they are released from MT DOC custody.
    ii. The overall poor condition of the Inmates dentition would make a partial (or full) denture a recommended choice for the Inmate.
    iii. The Inmate would benefit significantly from a partial denture and the tooth is not an essential abutment tooth for the partial.
    iv. The long-term prognosis of the tooth is poor or guarded due to the overall poor condition or lack of long term restorability of the tooth, significant periodontal involvement or lack of adequate bone support for the tooth.
2. The Inmates desire to "keep the tooth" is <u>not</u> an over-riding factor in determining whether endodontic treatment is to be performed. If the Inmate is scheduled for release within a very short time period a first step endodontic procedure may be provided however, the Inmate must be informed (and the dental chart well documented) that they, not the MT DOC, will be responsible for completion of the endodontic treatment and subsequent restoration.
3. The pre-endodontic consult, with the Inmate should be signed and documented in the RCT Data Sheet (salmon chart insert).

D. Periodontal Care.

1. Non-surgical periodontal care is discussed in detail in the Periodontal Care section below.
2. Surgical Periodontal treatment. Can be provided, in select cases for Inmates who have limited areas of periodontal disease where periodontal surgery can correct or reduce the periodontal defect. Inmates scheduled to receive a partial

denture, who have correctable periodontal defects should have the periodontal surgery, if indicated, prior to construction of the partial denture.

E. Removable Prosthodontics. Complete dentures, partial dentures and occlusal splints are discussed in Removable Prosthetics section below.

F. Orthodontics.

1. Orthodontic services are not normally provided. In special circumstances, orthodontic treatment can be considered with authorization of the MT DOC Director, Dental Services.
2. Inmates entering the correctional facility with fixed or removable orthodontic appliances:
    i. Consult with the Inmates Orthodontist to determine, based on the Inmates projected incarceration time, whether to continue or terminate the orthodontic treatment.
    ii. In select cases the Inmate may be transported to the orthodontist office for evaluation or treatment.
    iii. If the orthodontic treatment is to be continued the Inmate should be set up for regular follow-up appointments with the MT DOC dental staff. Periodontal care and personal oral hygiene, with patients with fixed orthodontic appliances is very important and should be closely monitored.
    iv. If the orthodontic appliances are to be removed, written informed consent from the Inmate should be obtained. In some cases the orthodontic appliances can be inactivated by removing the wires and elastics but leaving the brackets and bands in place. This should not be done with Inmates with long sentences. If the Inmate refuses to allow the recommended removal of the orthodontic appliance a documented Refusal of Treatment form should be completed.

G. Fixed Prosthodontics. Fixed Prosthodontics (cast crowns and bridges) are not normally provided. In special circumstances fixed prosthodontic treatment can be considered with authorization of the MT DOC Director, Dental Services. If the Inmate has a crown or bridge being fabricated but not cemented, arrangements should be made to have the appliance delivered to the MT DOC Dental Department to enable completion of the treatment. The MT Department of Corrections is not financially responsible for any cost related to prosthodontic treatment started prior to the Inmate entering the correctional system but completed while the Inmate is under the care of the MT Department of Corrections.

H. Implants. Dental implant services are not normally provided. In special circumstances, dental implants can be considered with authorization of the MT DOC Director, Dental Services. In cases where dental implants and associated restorative treatment have been initiated but not completed, a consultation with the originating dentist should be made. A determination should be made whether the treatment can be suspended until the Inmates release, the restorative phase can be finished at MT DOC, or if the Inmate needs to be transported to the originating dentist office for continued treatment.

I. Re-care (Periodic) Oral Examination. Inmates will be given an option be placed on the Re-care (Periodic) Oral examination treatment list.

1. Inmates are authorized to receive a re-care examination on an annual basis.

2. If medically necessary, and with prior approval from the MT DOC Director, Dental Services an Inmate may be scheduled for more frequent oral examinations.
3. New bitewing radiographs may be taken during the re-care examination. New Panograph radiographs should be taken every 3 – 5 years.
4. The medical history update section should be completed during the re-care examination.

J. Medically compromised Inmates.

1. Consultation with the appropriate clinical medical staff concerning the Inmates medical and dental care is encouraged for medically compromised Inmates.
2. Medical test can be ordered for the Inmate. Prior approval from the MT DOC Director, Dental Services should be obtained for all non-emergent, non-routine medical tests.

K. Documentation. All notations concerning the provision of non-emergent dental care will be made in a standardized MT DOC dental chart. Guidelines set forth by the *MT DOC Guide to the Dental Chart* will be utilized

Part 4: Periodontal Care

A. Comprehensive Oral Examination – Periodontal Care Treatment Planning.

1. An assessment of the Inmates overall periodontal condition should be made and a periodontal treatment plan determined.
2. As part of the Inmates initial Comprehensive Oral Examination the dentist should complete and document:
   i. A Periodontal Screening Record (PSR).
   ii. An evaluation of the Inmates general periodontal condition, calculus and plaque levels.
   iii. An assessment of the Inmates personal oral hygiene.
   iv. A periodontal care treatment plan for the Inmate.
   v. Discussions concerning significant periodontal conditions and recommendations.
3. Notations should be made in the Periodontics section at the bottom of page 1 of the Comprehensive Treatment Plan (goldenrod) dental chart insert.
4. Instruction in oral hygiene and preventive oral education should be provided to each Inmate. The Oral Hygiene Instruction (OHI) label should be utilized and signed by the instructor and Inmate. The label should be affixed to the lower left corner of the Dental Chart cover.

B. PSR (periodontal Screening Record).

1. A PSR record will be determined on each Inmate. The PSR is the standardized periodontal screening developed by the American Dental Association and the American Periodontal Association. It is an efficient method to determine the inmates overall periodontal condition. The PSR record will determine the course of periodontal treatment the inmate will receive.
2. **PSR Records of 2 or less** generally indicates minimal periodontal involvement. The Periodontal Care program for these Inmates will consist of:
   i. The Inmate receiving a periodontal cleaning appointment in conjunction with their first annual Re-care Examination appointment.

ii. Thereafter they can receive annual re-care dental cleanings with their Annual Re-Care Examinations.

3. If the Inmate has PSR readings of 2 or less yet has very heavy calculus present and / or very inflamed gingival tissues the Inmate may receive an Initial Debridement (ID-2) appointment prior to the first Re-care Examination appointment / Initial Debridement (ID-1) appointment.
4. **PSR Records of 3 or 4** indicates generalized periodontal disease or the existences of specific periodontal conditions or defects. The Periodontal Care program for Inmates with PSR readings of 3 or 4 (2 sextants of code 3 or 1 sextant of code 4) will consist of:

i. An Initial Debridement (ID-2) appointment may be made for the Inmate to remove the bulk of the calculus and dental plaque prior to the first Re-care Examination appointment / Initial Debridement (ID-1) appointment.

ii. The Inmate should then receive an Initial Debridement (ID-1) appointment in conjunction with the annual re-care examination appointment. At this ID-1 appointment a complete periodontal evaluation, including full mouth probing should be done.

iii. Annual re-care dental cleanings and oral examinations thereafter.

5. **PSR records of * 3 or *4.** If an Inmate has a 3 or 4 reading in only a specific area in a sextant, such as distal to # 18 only, a *3 or *4 will be recorded. Specific notes concerning this should be documented, which could include specific periodontal probe readings for the area. If more than one area is involved in the sextant the *3 or *4 coding should not be utilized. The Periodontal Care protocol for PSR Records of 2 or less should be followed with Inmates with * 3 or *4. However, the condition leading to the *3 or *4 should be documented and if appropriate, the Inmates treatment plan should reflect the plan for resolving the condition.

C. Initial Debridement – 1 (ID-1) Appointments.

1. Inmates with 12 months or more time remaining on their incarceration should be given an option to be scheduled for an Initial Debridement appointment.
2. This appointment will be an abbreviated periodontal cleaning with the purpose of removing the majority of the Inmates calculus and plaque build-up and to further educate the Inmate in personal oral health care.
3. The ID-1 appointment should consist of:

   i. A dental cleaning utilizing ultrasonic and hand instrumentation.

   ii. A Periodontal Screening Record (PSR).

   iii. An assessment of the Inmates personal oral hygiene.
4. Additional oral hygiene instruction should be provided, as needed to improve and re-enforce the Inmates personal oral health care. Oral Hygiene Instruction will be given and recorded on the OHI label (placed on the front cover of the Inmates dental chart) at this appointment if not done at a prior appointment.
5. Complete periodontal evaluations, including full mouth probing will <u>not</u> normally be done at this appointment.
6. Preventive fluoride treatment may be given, if deemed beneficial for dental caries management.
7. If the Inmate does not desire a dental cleaning appointment he will be instructed to “kite in” if he should desire an appointment in the future.
8. Inmates will be given an option to have an annual Periodic (Re-care) Examination and dental cleaning (debridement or adult prophylaxis)

appointments thereafter. At each of these appointments a new PSR reading should be determined.

D. Initial Debridement -2 Appointment.

1. Inmates with 2 or more sextants with a PSR code of 3 or one sextant (or more) of PSR code of 4 may receive an Initial debridement (ID-2) appointment prior to the to the first Re-care Examination appointment / Initial Debridement (ID- 1) appointment.
2. The ID-2 appointment, like the ID-1 appointment, will be an abbreviated periodontal cleaning with the purpose of removing the majority of the Inmates calculus and plaque build-up and to further educate the Inmate in personal oral health care.
3. Inmates with 2 or more sextants with a PSR code of 3 or one sextant (or more) of PSR code of 4, who receive an Initial Debridement 2 (ID-2) should receive a complete periodontal evaluation, including full mouth probing at the next dental cleaning (ID-1 or adult prophylaxis) appointment.
4. An assessment of the Inmates personal oral health care should be made. Additional OHI will be given to the Inmate as necessary.
5. If the Inmate is scheduled to receive a partial denture, a dentist should evaluate the Inmates periodontal condition prior to placement of the partial denture.
6. If the Inmate still has not significantly improved their oral hygiene condition, the OHI should be repeated. The Inmate may be scheduled for re-evaluation of their oral hygiene condition.

E. Oral Hygiene Re-evaluation.

1. If after the Initial Debridement appointment, the Inmate presents with an apparent lack of desire or ability to properly maintain their oral health he may be placed in an Oral Hygiene Re-evaluation program.
2. The Inmate should again receive the complete OHI program. Including interactive instruction and instructive aids such as dental models, disclosing tablets and educational literature.
3. The Inmates current oral health condition and details related to the OHI provided should be documented in the Daily Treatment Sheet or Periodontal Treatment Sheet.
4. Any member of the dental staff properly trained to provide OHI instruction can provide the instructions.
5. The Inmate should be scheduled for an oral hygiene re-evaluation in 3-4 weeks.
6. If the Inmate still has not improved their oral hygiene condition, the OHI should be repeated.
7. The Inmate should again be scheduled for re-evaluation of their oral hygiene condition. This process can be repeated as often as necessary and as long as the Inmate desires to improve their personal oral health care.
8. If after 3 - 4 sessions the Inmate seems to have the desire to improve their personal oral health care but is not making significant improvements theInmate should be referred to a dentist to evaluate for possible medical or physical factors relating to their poor oral health care.

F. Pre-prosthetic periodontal evaluations.

1. Inmates scheduled to receive a partial denture should have a dentist evaluate the Inmates periodontal health prior to starting construction of the partial

denture.

2. Any periodontal compromised teeth should be evaluated to determine if the teeth should be removed or have periodontal surgery prior to placement of the partial. Teeth with poor long term prognosis should not be maintained unless the loss of these teeth will not have an adverse effect on the partial denture.
3. The dentist evaluating the Inmates periodontal condition should date and initial the Pre-prosthetic Evaluation section at the bottom of page 3 of the Comprehensive Treatment Plan (goldenrod) dental chart inserts.
4. The Pre-Prosthodontic Evaluation can be completed intra-orally or by reviewing the Dental Chart records, including the documentations made in the Periodontal Treatment (blue) dental chart insert.
5. Unless the Inmate's PSR is class 2 or less, the Inmate should have completed his ID-1 and ID-2 appointment. If not, a full mouth periodontal probing record should be part of the Pre-prosthetic Evaluation.

G. Periodic (Re-care) Dental Cleaning (prophylaxis, prophy).

1. The Inmates should be set up for an annual Periodic (Re-care) Dental Cleaning and Oral Examination after the ID-1 (or ID-2 if applicable) appointment is completed.
2. Normally the Inmate will receive one periodic dental cleaning appointment per year after the ID-1 (or ID-2) appointment. In select cases, a staff dentist may request the change to the frequency of dental cleanings provided per year. In addition, in select cases a staff dentist can authorized 2 appointment to provide quadrant scaling and root planing (minimum of 2 quadrants per appointment).
3. When possible the Periodic (annual) Oral Examination will be provided at the same time as the Periodic Dental Cleaning appointment. If a dentist is not available then the Inmate should be scheduled for a Periodic Oral Examination.
4. Radiographs will be ordered at intervals requested by a staff dentist or as set forth by guidelines from the Director, Dental Services.
5. The Inmates Medical History (pink chart insert) should be updated at each periodic examination.
6. The dentist needs to evaluate the periodontal condition of the inmate by reviewing the latest (and current) Periodontal Treatment Record notations (blue dental chart insert). It may be useful to evaluate the progression of the Inmates periodontal health, by evaluation of the series of periodontal treatment record notations.
7. Topical fluoride treatment may be provided at each periodic dental clinic as directed by a staff dentist or as set forth by guidelines from the Director, Dental Services.

H. Emergent Periodontal Care. Emergent periodontal care is available to all Inmates. The Inmate should be scheduled according to MT DOC Emergency Dental protocols with the purpose of treating periodontal conditions causing severe pain, severely swollen gingival tissues and/ or excessive gingival bleeding. Treatment will generally consist of a localized or full mouth debridement.

I. Surgical Periodontal Treatment. Surgical periodontal care. Discussed in P-E-06.03, Non-Emergency Dental Treatment.

J. Fluoride Treatment.

1. All Inmates shall be given the option to receive topical fluoride treatments.
2. The Inmate shall be given an option to receive topical fluoride during the Initial Debridement appointments and subsequent Periodic (Re-care) Dental Cleaning appointments.
3. Additional applications of topical fluoride can be prescribed by a staff dentist on a case by case basis.
4. Daily topical fluoride gel can be prescribed, in select cases when medically indicated. A dental prescription label is placed on the fluoride gel container and a packet of cotton swabs to allow the Inmate to take the fluoride to their living quarters.

K. Oral Hygiene Instruction (OHI).

1. Each Inmate should have been provided Oral Health Instruction within 30 days of arrival at MDIU. If any inmate is lacking an Oral Hygiene Instruction (OHI) label on the front cover of his dental chart, the Inmate is to receive instructions on oral hygiene and personal oral care during their ID-1 or periodic (re-care) dental cleaning and examination appointment.
2. The OHI Label should be placed on the lower left corner of the Dental Chart cover. A check mark should be placed on each area of instruction given. The Inmate should initial, sign and date the OHI label.
3. The Instructor should also sign and date the OHI label.
4. Additional OHI sessions can be recommended by the dental hygienist or dentist.

L. Chlorhexidine mouth Rinses. In select cases the Inmate can be prescribed Chlorhexidine mouth rinse.

1. Alcohol containing Chlorhexidine mouth rinse is more effective, however it has to be provided to the Inmate in unit does and must be utilized in the infirmary area.
2. “Alcohol free” Chlorhexidine mouth wash should be utilized if the Inmate has a history of alcohol addiction or is in a unit which prevents easy access the Infirmary.

M. Special Needs Care.

1. Special Needs List. Inmates with special periodontal care needs, where additional Oral Examinations are recommended or customized topical fluoride applications are advised, will have this therapy tracked on the Special Needs List.
2. Special Needs Watch List. Inmates with specific high risk situations concerning their oral health will be tracked on the Special Needs Watch List. This will include:
   a. Inmates with HIV.
   b. Inmates on Amitriptyline or other medications known to cause severe dry mouth.
   c. Special Management Inmates (SMI). These Inmates are tracked due to their high security status. Dental care for these inmates should be closely coordinated with the Command Post.
   d. Select at risk inmates, referred from the Mental Health Department, as being potentially susceptible to having dental issues.

   Any Inmates on the Special Needs Watch List who require customized

periodontal care or fluoride therapy should be transferred to the main Special Needs List.

3. The Special Needs List will track the type of customized dental care recommended, frequency of the recommended care and the care provided will be documented.
4. Inmates should be removed from the Special Needs List if their need for this customized dental care is no longer deemed necessary.

N. Dental Chart Documentation. All notations concerning periodontal care will be made in a standardized MT DOC dental chart. Guidelines set forth by the *MT DOC Guide to the Dental Chart* will be utilized when documenting information in the dental chart.

Part 5: Prosthetic Dental Care

A. Removable dentures and Partial Dentures

Inmates may receive an evaluation to receive a complete denture, partial denture, repair or adjustment to an existing dental prosthetic devise or occlusal (night guard) splint through:

1. Comprehensive Oral Examination or Periodic Oral Examination appointments.
2. Request for Medical Services – Dental (kite). The Inmate can request to be evaluated concerning need for new dental prosthetic devices or reline, repair or adjustment to existing dental prosthetic devises.

B. Treatment – New Dental Prosthetic Devices.

1. Inmate will be evaluated for need and eligibility to receive a new dental prosthetic device. If eligible the Inmate will be placed on the appropriate dental treatment list.
2. The request will be prioritized depending on the number of functional teeth the Inmate has per dental arch and medical necessity.
3. The Inmates dental prosthetic devises will be started when they are in the top range of the treatment list.
4. Inmates coming into the secure facility without a denture or partial denture (who would qualify for a partial denture), including continuous time served in another MT DOC secure facility, would qualify for a complete or partial denture after 18 months of time served.
5. Inmates who have all required extractions completed will qualify for a complete or partial dentures after a 6-month healing period. This is the minimum time. In most cases, a longer time period will occur before the complete or partial dentures are constructed.
6. Inmates transferred to regional correctional facility or to Community Corrections facilities as Inmate Workers will continue to be tracked on the treatment list. Once the Inmate comes to the top of the treatment list arrangements should be made to have the dental prosthetic devise constructed and delivered. This could be provided by a community based dental or denturist clinic, a contract provider or transportation to the Martz Diagnostic and Intake Unit (MDIU) for the construction and placement of the dental prosthetic devise. Once delivered and follow-up care is complete the Inmate can be returned.
7. Once the dental Prosthetic devises has been delivered, access to follow-up care must be provided.

C. Complete and partial dentures.

8. Inmates with existing teeth, treatment planned to be removed, can be placed on

the appropriate dental prosthetic list at the treatment planning session. However, the start of construction of the denture should not occur until after a minimum of six months healing period. Often, a longer time period will occur before the complete or partial dentures are constructed.

1. Partial denture patients should have a pre-prosthetic evaluation prior to commencing construction of the partial denture. This evaluation should include:
   i. Evaluation of current radiographs.
   ii. Evaluation of planned restorative treatment.
   iii. A periodontal evaluation.
   iv. Overall evaluation of existing teeth to ensure the best long term prognosis of the teeth and partial denture are considered.
3. The Pre-prosthetic Evaluation section located at the bottom of page 3 of the Treatment Plan (goldenrod) dental chart insert should be dated and signed by the evaluating dentist.
4. Minor surgery such as minor ridge bone re-contouring or small root removal may allow for a shortened healing period.
5. Construction of a complete denture may precede that of the Inmates partial denture to accommodate completion of restorative or periodontal treatment or if the Inmate marginally meets the requirements for a partial denture.
6. The Inmate must be able to demonstrate an ability and desire to maintain their personal oral health. If a minimum oral hygiene standard is not met, the Inmate should be referred for periodontal care and oral hygiene re-evaluation. Once the Inmate has demonstrated an acceptable level of personal oral hygiene the partial denture construction should continue.
7. Repairs, adjustments and relines. The request for a repair, adjustment or reline to an existing denture should be evaluated for urgency and medical necessity.
   i. If causing significant discomfort or resulting in an inability to utilize the dental prosthesis the repair, adjustment or reline request may be placed on a priority list or taken care of immediately.
   ii. Normally request for relines will be placed on the same treatment list for new dentures.
   iii. A temporary reline may be placed to aid in improving function or act as a tissue conditioner until the permanent reline or new denture can be made.
   iv. Adjustments to new complete or partial dentures should be made in a timely manner.
   v. If necessary, an improperly fitting new denture can be re-made or relined.

D. Lost dentures. If a denture is lost the Inmate may be placed on the appropriate treatment list. Only if it can be substantiated that the correctional facility is responsible for the lost dental prosthetic devise will a prioritization of the replacement be made. If an Inmate has lost multiple dental prosthetic devices, additional delays in constructing the replacement may be warranted not to exceed 5 years.

E. Prosthetic devices in an outside location. If an Inmate has a dental prosthetic devise outside of the correctional facility, it may be mailed to the MT DOC Dental Clinic, Dental Services utilizing signed receipt documentation to enable the dental prosthetic devise to be delivered to the Inmate.

F. Occlusal splints / night guards.

1. Inmates may be provided occlusal splints (night guards) if medically necessary

to minimize signs and symptoms of significant TMJ disorders.

2. All necessary restorative treatment of the dental arch in which the occlusal splint is to be placed should be completed prior to placement of the devise.
3. In cases of severe TMJ disorders the construction of the occlusal splint can be prioritized.

G. Rehabilitation considerations prior to an Inmates release. The Montana Department of Correction strives to provide the Inmates an opportunity for rehabilitation, the Dental Services department may provide dental prosthetic devices prior to release. This effort could improve the Inmates ability to secure employment and function within society.

1. The Inmate is required to have been in the secure facility for a minimum of required teeth. of 18 months beyond arriving at a MT DOC secure facility and 6 months after extraction
2. The Inmate must kite the Dental Department as soon as they have documented confirmation of impending release, parole, or transfer to a Community Corrections facility.
3. An effort will be made, as time allows, to provide the Inmate recommended complete dentures, partial dentures or acrylic temporary partials prior to release.
4. The emphasis for these cases is providing esthetics as well as function. An increase in the Inmates confidence and ability to smile may be a contributing factor in the Inmates ability to function in society, secure meaningful employment and may reduce recidivism rates for these Inmates.
5. If necessary, with the Inmates cooperation a Dental Hold may need to be placed on the Inmate to ensure the dental prosthetic devices are delivered prior to their release.
6. Montana Department of Corrections will not be held responsible if it is not possible to deliver the dental prosthetic devise prior to the Inmates release.

Part 6: Dental Referral Services

A. Request for Referral – Dental Conditions.

1. For conditions involving primarily the oral, dental or maxilla-facial region.
2. MSP dental staff submits a recommendation for a referral to an outside practitioner or specialist utilizing the MT DOC Clinical Services Department Preauthorization Request Form.
3. The referral request is forwarded, along with documentation and radiographs to the Director, Dental Services. The request may be forwarded by the Director, Dental Services, to the Dental Services Review Committee if appropriate.
4. The Director, Dental Services, determines if the treatment, diagnostic consultation or laboratory services are necessary, whether the services could be accomplished by a member of the MSP dental staff, or approves the referral request to an outside practitioner or specialist.
5. A copy of the approved or denied referral request is forwarded to the MT DOC Managed Care Nurse.
6. The Director, Dental Services, forwards the request to the medical staff member designated to schedule off-site appointments.
7. The inmate is placed on the Inmate Treatment Follow-up List. This allows for tracking of inmates scheduled for a consultation or treatment with an outside dentist or other health care provider. In addition, this ensures post-referral follow-up care is completed.

8. Notation is made in the Daily Treatment Sheet in the inmate's dental charts concerning the referral.

B. Request for Referral – Dental / Medical Conditions.

1. For conditions where there is an overlap of medical and dental concerns, head and neck conditions (other than dental conditions, above) or for complex conditions where involvement of dental and medical practitioners in the Inmates care are anticipated.
2. MSP dental staff submits a recommendation for a referral to an outside practitioner or specialist utilizing the MT DOC Clinical Services Department Preauthorization Request Form.
3. The referral request is forwarded, along with documentation and radiographs to the Director, Dental Services. The request is then forwarded to MT DOC Medical Director through the MT DOC Managed Care Nurse.
4. If approved, approved Inmate is scheduled with outside practitioner or specialist by the medical staff member designated to schedule off-site appointments.
5. The inmate is placed on the Inmate Treatment Follow-up List to allow for tracking of inmates scheduled for a consultation or treatment with an outside health care provider. In addition, this ensures post-referral follow-up care is completed.
6. In an Emergent situation, referral or direct consultation with a medical provider should be considered.
7. Notation is made in the Daily Treatment Sheet in the inmate's dental charts concerning the referral.

C. Results of the Referral.

1. Resulting documentation from the referral is forwarded to the MT DOC Dental Clinic and if appropriate to the Medical Department.
2. Determination is made concerning the need for further follow-up or post treatment evaluation or consultation.
3. All documentation concerning the referral should be placed in the Inmates dental chart. Notations are made in the dental chart concerning recommended follow-up appointments or routine dental care.
4. After all treatment, follow-up appointments or consultations are completed the Inmate is removed from the Inmate Treatment Follow-up List. If additional follow-up care is recommended such as a 6-month radiograph or evaluation the Inmate is left on this treatment list.

D. Community practitioners or specialist treating patients at a MT DOC facility.

1. Security checks need to be completed on the practitioner or specialist and their staff members prior to entering the facility.
2. The *Authorization for Outside Guest* sheet must be completed and delivered to the Command Post a minimum of 48 hours prior to the initial background security check.
3. Subsequent visits need to be delivered to the Command Post for authorization at least 24 hours prior to the visit.
4. Scheduling should be made in consultation with the medical treatment coordinator to minimize scheduling conflicts, especially with Inmates requiring escorting to the dental clinic.
5. All referred dental consultations or treatment should be reviewed by the MT DOC dentist prior to the planned treatment date, to ensure the referral is

necessary and that the treatment cannot be accomplished by MT DOC dental staff.

6. Scheduling of patients should be made to minimize non- productive time for the visiting practitioner.
7. MT DOC dental staff can assist the practitioner or specialist to a limited extent; however, they should provide their own support staff, if needed.
8. The practitioner or specialist must document all consultations and treatment in the Inmates dental chart in accordance to the *MT DOC Guide to the Dental Chart.* The practitioner or specialist will have future access to the Inmates dental chart if needed for medical or legal requirements.
9. All dental charts seen by the practitioner or specialist should be reviewed by a MT DOC dentist to ensure follow-up requirements are taken care of and dental chart documentation is complete.
10. All requests for laboratory or referral to outside practitioners or facilities made by the community provider or specialist should follow the standard referral process (above). In cases where it is deemed necessary for immediate referral, Director, Dental Services approval can be made after the fact.

E. Outside Dental Referral Log. A log of dental referrals for consultation, treatment and/or laboratory services should be maintained to monitor whether:

1. Referrals have been made in a timely manner.
2. The scheduled appointments have been kept.
3. The report back from the referral were received and reviewed by MT DOC dental staff.
4. Appropriate follow-up care was made by MT DOC dental staff.
5. The Inmate was consulted concerning the referral or laboratory report.
6. Notations where properly made in the Inmates dental chart.
7. A separate section of the Dental Referral Log should track treatment, for Inmates seen at Montana State Prison, provided by community practitioners or specialist.

F. Part 6: Request for Non-Standardized Dental Treatment

To allow for a standardized process to determine if requested non-standard dental treatment should be authorized by the MSP Dental Department. In addition, to provide a method to review a proposed dental treatment plan, when requested by a member of the dental staff or the inmate.

A. Request for non-standard dental treatment.

1. Request.
   I. MSP dental staff may request a review of a dental treatment plan or specific proposed dental treatment not normally provided by the MSP Dental Department. This review request can be for treatment proposed by themselves or by other MSP dental staff members. This request should be in writing to the Director, Dental Services.
   II. Inmates may request special consideration for dental treatment not normally provided by the MSP Dental Department. In addition, the Inmate may request a review of proposed specific dental treatment or the proposed dental treatment plan. This request may be through a Request for Medical Services – Dental (kite) or directly to a member of the Dental staff.

B. Review Process – Dental / Oral Care.

1. The request will be forwarded to the Director, Dental Services.
2. The Director, Dental Services will compile information on the specific request and forward the data to the members of the Dental Services Review committee.
3. The requested non-standard dental treatment will be reviewed and a decision determined by the Dental Services Review committee.
4. The MSP Health Services Bureau Chief should be consulted if the requested non-standard dental treatment expenditures would exceed two thousand, five hundred dollars for materials, laboratory fees or referral expenditures.
5. The requesting dental staff member or Inmate should be provided in writing, the decision made by the Dental Services Review committee.
6. The Director, Dental Services retains ultimate responsibility for dental care provided by the MSP Dental Department and can overrule decisions of the Dental Services Review committee.
7. Appeals may be made to the MSP Health Services Bureau Chief.

C. Review Process – Maxilla-facial or overlapping medical and dental care.

1. With cases involving extensive maxilla-facial treatment or complex overlapping medical and dental considerations, the request will be forwarded to the Director, Dental Services.
2. The Director, Dental Services will compile information on the specific request and complete the Medical Review Panel (MRP) Disposition document.
3. The Director, Dental Services should review this with the MSP Medical Director.
4. The MRP Disposition document is forwarded, with supporting information, to the MT DOC Health Services Bureau Office. It will then be placed on the agenda for the next MRP meeting.
5. The Director, Dental Services and/or assigned representative should present the case at the MPR meeting.
6. The MPR Committee will review the Level of Therapeutic Care and appropriateness of the proposed Inmate medical / dental care.
7. If approved, the treatment plan will be implemented with consultations with the medical staff when appropriate.
8. If the MRP Committee denies the request then the requesting dentist and patient should be notified in writing.
9. Appeals may be made to the MSP Health Services Bureau Chief.

D. Dental Treatment requiring authorization. The dental Services Review committee must review all request for:

1. Orthodontic treatment exceeding single tooth movement appliances
2. Fixed prosthetic appliances. Cast dental crowns, veneers, bridges and implant restorations.
3. Dental implants and bone grafting for preparation of placement of dental implants.
4. Advanced periodontal treatment including comprehensive full mouth periodontal surgery, periodontal bone grafting and referrals to an outside dentist or periodontist.
5. Referrals to an outside dentist or endodontist for endodontic treatment or endodontic surgery.
6. Referrals for advanced elective oral surgery.
7. Request for outside dental laboratory or diagnostic services exceeding two

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thousand, five hundred dollars.

8. Request for completion of dental treatment started prior to Inmate arriving to MSP requiring laboratory or referral expenditures.
9. Extensive maxilla-facial treatment.
10. Complex cases involving complicated or overlapping medical and dental considerations.
11. Other dental services not normally provided by the MSP Dental Department.

Daniel W Hash, DMD

Director, Dental Services
MT Dept. of Corrections

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ANNEX 2

State of Montana
Department of Corrections

Guidelines for the
MT DOC Dental Chart

(Revised 30 SEPT, 2020)

Introduction: The purpose of the dental chart system is to ensure standardization and proper documentation of all dental procedures performed on Inmates under the care of the Montana Department of Corrections (MT DOC), as well as improving communication between dental health practitioners and staff concerning the inmate's dental care.

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Addendum 1: Mt DOC Dental Abbreviations List.

Addendum 2: Dental Health Care Brochure

Addendum 4: Periodontal Screening Record

Addendum 5: Chart Inserts

Addendum 6: MT DOC Contact Information

Medical History Sheet

(MT DOC MH 1a and 1b)
(Green - Male / Rose - Female)

1) **Medical History Sheet (MH-01a)**
   a) **Section 1: Inmate's personal and DOC data.**
   b) **Section 2: Medical history questionnaire.**
      i) To be completed by the inmate, with the assistance of a dental staff member as needed.
      ii) It is important that the dental staff insure the inmate has properly reviewed and understand the medical history questions. If necessary the questions can be read to the Inmate.
      iii) The dental staff reviewing the Medical History questionnaire should circle in red the questions marked YES, as well as circle the particular condition (if applicable).
         (1) It is recommended that the inmate's blood pressure and pulse be taken. The personnel taking the readings will initial the recordings.
   c) **Section 3:** After completion of section 1 and 2.
      i) Ensure the Inmate reads and understands the segment (or read it to them) concerning risk concerning treatment, correctness of the answered medical questionnaire, ability to ask questions, and consent for treatment. Have the inmate place their initials after this segment.
      ii) Then the Inmate must sign and date this page. The dentist should immediately sign and date the Medical History page after reviewing the medical history data.
2) **Page 1b: Medical History Update**
   a) To be completed sat each Annual Re-care Examination appointment.
   b) After reviewing sections 1 and 2 (page 1a) the inmate's must sign and date the Medical History Update.
   c) Any changes to the medical health questionnaire will need to be noted in the appropriate area(s) of page 1a. These changes will also be noted in the *changes / comments* section of the Medical History Update.
   d) Updated blood pressure and pulse can be charted.
   e) The dental staff reviewing the Medical History Update will need to sign and date the Medical History Update. If there have been changes to the inmate's medical conditions then the dentist needs to sign and date the Medical History Update, after reviewing the changes.
   f) Once all of the Medical History updates have been utilized then the Medical History Sheet should be placed in the Prior Records section (section 6) and a new Medical History Sheet completed.
3) The Medical History page will be placed in section 1 of the dental chart.
4) A new Medical History Page will be needed after five (5) Oral Examinations, or after five years since the original exam date. When a new Medical History sheet is utilized, it often is time for a new Panograph.

Comprehensive Examination and Treatment Plan Sheets

(MT DOC TP-01a &b, TP-02a&b)
(Goldenrod color)

1) **Page 1a: Dental Health Screening, Drug Use, Occlusion &TMJ, Periodontal Evaluation.**
   a) **Section 1:** Personal and DOC related information. This will give the dentist information as to the estimated time frame the inmate is in the custody of the MT DOC, which can be valuable in determining treatment options.
   b) **Section 2:** Data collected to determine the inmate's dental history and the inmate's prospective on their dental care.

c) **Section 3:** Information on past drug use, which could have an effect on their current dental health. This data can be collected by the dentist or other trained dental staff. It can be collected as part of the MT DOC intake dental screening**.** A presentation concerning tobacco cessation should be given if the inmate indicates past tobacco utilization.

d) **Dental Screening:** If the dental staff is performing the Dental Screening. They can utilize the Health History plus Section 1- 3 of page 1 of the Comprehensive Treatment Plan as the documentation for the Dental Screening. In the Daily Treatment Sheet the dental staff then enters the date, writes "Dental Screening" in the SURFACE column and their initials. Any pertinent information should be documented in the Description section of the Daily Treatment Sheet. A staff dentist should be consulted if an urgent condition may be present.

e) **Section 4 & 5** (Occlusion and TMJ). Provide for an evaluation of the inmate's dental and associated hard tissues. It is to be utilized, as necessary, to provide an initial baseline and history of problems associated with the inmate's occlusion and TMJ.

f) **Section 6** (Periodontal). Allows the dentist to determine the base-line conditions of the inmate's periodontal health, as well as for improved communication and guidance for the dental hygienist. PSR recordings should be taken at the Comprehensive Oral Examination appointment. If the PSR is a code 1, 2 or *3/*4 then the Inmate will be given the option to be scheduled for annual prophy (dental cleaning) appointment, which is usually done in conjunction with the first annual Re-care Oral Examination appointment. If there are 2 or more sextants with a PSR reading of 3 or one or more sextants with PSR readings of 4, then the inmate may be scheduled for an Initial Debridement (ID) appointment prior to the first annual prophy / Re-care Examination appointment. Refer to the Periodontal Treatment Sheet section (page 11) for additional detailed descriptions.

2) **Page 2 (TP-01b) and page 3 (TP-02a) – Dental Examination and Treatment Plan.**

a) Page 2 is for the maxillary arch (teeth # 2-15) and page 3 is for the Mandibular arch (teeth # 18- 31).

b) At the top of the page are medical alert options. The appropriate word (PREMED, HEP C, MED CONDITION, and ALLERGY) is to be highlighted if applicable. Space is provided to allow for additional written information (ex. ALLERGY: *penicillin*).

c) **Priority Code (pr.):** The dentist will triage the inmate's dental needs to ensure proper prioritization of the inmate's dental needs. Treatment plans for individual teeth condition will be divided into phases.

- **Phase 1(P1):** Conditions requiring treatment for the elimination of severe pain, acute infections and trauma. These conditions should be treated as high priority conditions and should be addressed within 24 – 48 hours once a dentist is available.
- **Phase 2:** Conditions which if left untreated, will in time likely become a phase 1 condition, or conditions that do not allow for the adequate mastication of food. Phase 2 conditions will be divided into 2 categories in order of priority.
  - **Category A (P2a).**
    - Conditions while currently not resulting in severe pain or acute infection will require expedited treatment to prevent the condition from becoming a Phase 1 condition.
    - Although these dental conditions do not require immediate treatment, time is of the essence and these conditions need to be resolved as soon as possible. If the tooth condition should be addressed within the next 12 months, then it should be classified as P2a.
    - P2a conditions would include (but not limited to):
      a) Teeth with large areas of decay or decay clearly into the dentin.
      b) Teeth with pulpal involvement (non-symptomatic).

c) Root tips (non-symptomatic) with or without cyst.
d) Partially impacted 3rd molars (non-symptomatic).
e) Severely periodontal involved teeth requiring extractions.

- ART. Alternative Restorative Technique (ART) is a provisional restoration designed to remove the majority (but not all) of the decay on teeth with large or open areas of decay and restore them with a provisional glass ionomer restoration. This restorative technique may be beneficial for select cases while the Inmate is at the Martz Diagnostic and Intake Unit (MDIU). For more information concerning ART provisional restorations refer to the Montana Dept. of Corrections Dental Services document (page 3).

	Exam /Tx. Plan Date:		5/18/07	Exam /Tx. Plan Date:		5/12/08	Exam /Tx. Plan Date:		
	Pr	Treatment:	Date:	Pr	Treatment:	Date:	Pr	Treatment:	Date:
2	2a	ART	4/12/07						
	2AR	MOL							
3	1	EXT	4/12/07						

- **Category B (P2b).**
  - Conditions which may need to be addressed within 12 - 24 months, or longer. P2b conditions will be re-evaluated at the Inmates Annual Re-care Examination where they may remain a P2b condition or may be re-classified as P2a condition.

  - P2b conditions would include:
    a) Routine restorative services which are not of an urgent nature.
      - Areas of decay confined to the enamel or only slightly into the dentin.
      - Broken areas of tooth structure with no decay and not causing problems such as cutting into soft tissue.
      - Areas of marginal breakdown without decay extending significantly into dentin.

    b) Impacted or partially impacted 3rd molars that are unlikely to cause problems within 12 – 24 months.
    c) Periodontal conditions that may in time require surgical treatment.

  - P2b conditions that may require treatment could include:
    b) Conditions requiring treatment in preparation for placement of cast partial dentures, on support teeth for the planned partial denture.
    c) Periodontal conditions requiring advanced treatment, especially for those treatment planned to receive partial dentures.
    a) Night guards and occlusal stints for treatment of severe pain or definite TMJ symptoms.
    d) Crowns (with prior authorization) required prior to placement of partial dentures.

- **Phase 3(P3):**
  - Conditions which are not expected to deteriorate significantly if not treated within 12-24 months or conditions beyond the basic dental treatment normally provided by the MT

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DOC.

- Phase 3 conditions may include:
  - b) Incipient decay, minor breakdown of current restorations.
  - c) Crowns, other than those needed prior to placement of a planned partial denture.
  - d) Bridges and implants.
  - e) Preventive treatment, such as sealants.
  - f) Limited orthodontics, unless required prior to partial denture placement.
  - g) Watches and waits.
  - h) Night guards, athletic mouth guards, and occlusal stints, unless for treatment of severe pain or definite TMJ symptoms.
  - i) Conditions which are primarily an esthetic concern.
  - j) Chipped and broken incisal / occlusal edges not causing problems.
  - k) Minor areas off abrasion, minor abfractions, and occlusal of attrition unless symptomatic.

d) **Listing of required treatment.**
   i) All Treatment Plan notations should be confined to a single column.
   ii) Place the Exam / Treatment Plan date at the top of the column in the space provided.
   iii) Utilize standard abbreviations when possible (See Addendum 1).
   iv) Use a black ink pen for all documentation within the Comprehensive Exam / Treatment Plan sheets. If changes are needed, place a single horizontal line though the notation to be changed, then place the new notation in the same (if room) or in the next box in the same column. If not utilizing a treatment box then place a horizontal line in the date area for that treatment box.
   v) Leave space before and after the notation, when possible, to allow for additions to the notation (ex. MOD to MODB).
   vi) If multiple treatment modalities are needed, then each is listed (including priority code) in separate boxes (in the same column). It is not essential that the treatment modalities be in chronological order, as the completion dates will reflect the order in which treatment was completed.
   vii) If more than two boxes are required then the blank areas at the lower portion of the page should be utilized, inserting the tooth #, priority code and required treatment.
   viii) If a tooth is missing at the comprehensive exam appointment place a single vertical line through the middle of the two treatment boxes for that tooth number.
   ix) If a treatment need arises after the last Comp Exam – place it in the next exam column.

e) **Treatment Date.**
   i) Place the date in the *date box* after the treatment notation.
   ii) If multiple appointments are required for the given treatment, only place the final appointment date.

f) **Lower treatment boxes (lower segment).**
   i) Treatment of 3rd molars.
   ii) Treatment not confined to a single tooth, such as night guards, occlusal equilibration of multiple teeth (list teeth adjusted), or periodontal treatment not associated with a specific tooth or teeth.
   iii) List individual teeth treatment if the two treatment boxes, for a given tooth, have been utilized.

g) **Removable Prosthodontics & Partial Check List.**
   i) Complete and Partial dentures (CUD / CLD and PUD / PLD). List treatment type, ex. CUD, PLD, CLD-reline, PUD-repair, etc.

ii) If more lines are needed utilize the treatment boxes directly above.

iii) Denture Priority Code.

A: New dentures, partials replacing a significant number of teeth (mastication is significantly impaired), relines when deemed a priority and major repairs. The new denture or partial should not be started for at least 6 months after extractions or after 18 months after arriving at a MT DOC secure facility if the Inmate initially presented without complete or partial dentures and no teeth were extracted. The target range should be to begin the complete and/or partial denture in a 18 - 24 month time frame. Replacement of improperly functioning existing dentures, relines (non-priority) and significant repairs are also coded with an A.

B: Partials where definite improvement to mastication would be achieved but the inmate can adequately masticate without it. If the Inmate has 10 or more functional teeth then the Inmates is classified as a Priority B. Replacement of dentures or partial dentures for mainly esthetic considerations and minor repairs such as adding a missing posterior tooth in a denture are also classified as a Priority B. Prior approval is required before any Priority B removable prosthodontic is commenced, as these are not normally done in a MT DOC secure facility.

C: Esthetic Acrylic Partials and Dentures. When the Inmate is about to leave the secure MT DOC facility (MSP, CCDC. DCDF and MWP), an attempt will be made (but not required) to provide the Inmate with an employable smile. The Inmate is required to have been in the secure facility for a minimum of 18 months beyond arriving at a MT DOC secure facility and 6 months after extraction of required teeth. Inmates who are scheduled on the Denture A list for complete dentures and / or partial denture, as well as Inmates with missing anterior teeth may qualify for expedited removable prosthodontic care. It is the Inmates responsibility to contact the Dental Department and provide proof that the Inmate is going to Pre-release, Community Corrections or is being released from MT DOC custody. If the Inmate is not on the Denture A list then a temporary acrylic partial may be constructed to replace the missing anterior teeth that otherwise would leave the Inmate in an esthetically compromised situation as he / she strives to re-integrate into society and the civilian workforce. Such treatment should be planned to provide the Inmate with the removable prosthodontic appliances no more then 2-3 weeks prior to their departure. Inmates who have a long-term MT DOC sentence may also be provided with an esthetic acrylic partial denture after a minimum of 18 months.

iv) All inmates scheduled to receive a partial denture must have received a Pre-Prosthodontic Evaluation. The reviewing dentist then initials and dates the appropriate boxes (bottom right two boxes).

(1) Restorative Treatment. Based on the Inmates most recent (and current) oral examination.
   (a) All recommended restorations of partial abutment teeth placed.
   (b) Restorations placed on teeth in which the outcome cannot be determined until treatment is initiated. If there is any question as to whether a given tooth can or should be saved, then treatment on said tooth should be completed prior to construction of the partial denture.

(2) Radiographic Evaluation. Current radiograph appropriate to appraise the periodontal condition, evaluate the bone support including the apical areas of the existing teeth, and evaluate the structural integrity of the teeth.

(3) Periodontal Evaluation. The dentist needs to evaluate the periodontal condition of the inmate by:
   (a) Completing a periodontal examination of the inmate including probing or PSR.
   (b) Reviewing the latest (and current) periodontal treatment record notations (blue, Periodontal Record Sheet). It may be useful to evaluate the progression of the Inmates periodontal health, by evaluation of the series of periodontal treatment record notations.
   (c) Teeth with moderate to severe periodontal conditions should be considered for extractions or periodontal treatment prior to placement of partial dentures.

(4) The Pre-Prosthodontic Evaluation can be done intra-orally or be reviewing the Dental Chart records.

(5) If restorative, surgical, or periodontal treatment is recommended and the patient chooses not to follow the recommendations then this should be noted in the daily record with the signature of the inmate and date. The patient will need to be aware that if not following the recommended results

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in less than proper function of the partial denture the MT DOC is not responsible for replacing or altering the partial for the first 5 years.

h) Subsequent (annual) Comprehensive Exam / Treatment Plans will utilize the next column on page 2 and 3 (TP-01b and TP-02a). After three annual Comp. Exams / Treatment Plans are completed a new set of Comprehensive Treatment Plan sheets (goldenrod) will be needed. The old Comprehensive Treatment Plan sheets should be placed in the Prior Records section (section 6).

3) **Page TP-02b, Soft Tissue Examination.**
   a) Section 1. Soft Tissue Examination (left 1/3 of page).
      i) Soft Tissue (ST) notations and date are recorded in the S. T. Findings box.
      ii) Describe appearance, location, size and history of any soft tissue abnormality.
      iii) If needed utilize more than one S.T. Findings box.
      iv) If treatment (such as biopsy, etc.) is needed, the treatment recommendation and priority code is listed in the lower segment of page TP-1b or TP-2a. When the treatment is completed the treatment date is placed.
      v) A line and reference # (matching to the description in the S.T. box) can be placed in the soft tissue illustrations to help identify the precise location of the soft tissue finding.
      vi) If no soft tissue abnormalities or concerns are found place a (√) in the WNL (within normal limits) box.
   b) Section 2. Examination comments box (right 2/3 of page).
   c) Please any additional comments concerning the Comprehensive or Re-care Examinations in this area. Include recommendations, such as future treatment needs, expanded Oral Hygiene Instruction or sheets should be placed in the Prior Records section (section 6).
   d) sheets should be placed in the Prior Records section (section 6).
   e) sheets should be placed in the Prior Records section (section 6).
      i) any concerns of the Inmate that was discussed. Initial and date in the appropriate area.
4) The Comprehensive Exam and Treatment Plan Sheets are the top two sheets in section 2 of the dental chart.

Daily Treatment Sheet

(MT DOC DT-01)
(White color)

1) This page is the primary method of communication between the clinical and administrative staff and recording chronological notations of the Inmates treatment and conditions.
   a) All treatment items are listed a vertical row in the **"SURFACE"** column.
   b) The tooth # or area is listed in the **"TOOTH"** column.
   c) Treatment date is listed in the date column.
   d) The dental provider's initials are placed in the last column on the last.
4) **If an additional treatment sheet is utilized** (Periodontal Treatment Sheet, RCT Data Sheet, Surgery Data Sheet, and Comprehensive Treatment Plan) list the treatment, radiographs, etc. vertically in the SURFACE column. Then list NV (next visit) in the SURFACE column and write out the recommended next visit(s) treatment in the Description column. List each treatment visit on a separate line (see example below – date *04/28/08*). Since all of the specific data will be recorded in an additional Treatment Sheet (Periodontal (blue), RCT (salmon), Surgery (lilac), or Comprehensive Treatment Plan (goldenrod), those lines above the NV line will be blank. Make a diagonal line (see example below) from just above the NV line, up and to the right at approximately 30 degrees. This diagonal line indicates that data is recorded elsewhere in the chart and that nowriting is to be placed in this area of the Daily Treatment Sheet.
5) **For treatment other than Dental Hygiene/Prophy, Oral or Perio. Surgery, or RCT.** List in the description segment of the Daily Treatment Sheet (see below date: *6/25/07):*
   a) Treatment rendered.
   b) Materials utilized, including anesthetics or other drugs.

c) Consultations to inmate concerning the Inmates dental treatment and oral health needs. This data can also be placed in the Additional notes section of page 4 of the Comp. Treatment Plan Sheets (TP-02b).
d) General impressions, etc.
e) List the next visit in the SURFACE and DESCRIPTION columns in the next line.

DATE	TOOTH	SURFACE	DESCRIPTION	INIT
4/12/07		*1PA √*		
	3	*EXT √*		
		NV √	*- Comp Ex*	*DWH*
5/18/07		*Comp Ex√*		
		4BW √		
		PAN √	*(assistant ↓)*	
		NV √	*#5 MODB (P2a / 4TU)* *JTC*	*DWH*
6/25/07	*5*	*MODB √*	*Amal, CaOH, VB* *2 lido w/ Epi*	
			Large restoration, very close to the nerve but no sign of direct exposure.	
			Patient knows #5 will need a crown in the future and may need RCT	
		NV √	*- Recare Ex, Px*	*CJR*
4/28/08		**1PA √**		
	5	**RCT-2 √**		
		NV √	**- Px, Ex,**	
		√	**- #5 Core BU (P2a / 3TU) P2a**	**JW**
5/12/08		**Px √**		
		Recare Ex √		
		4BW √		
	2 0	**FS √**		
		NV √	**- Recare Ex, Px** **(dental hygienist ↓)**	
		√	**- #5 (see above)** *KC*	**JW**
5/12/08	*5*	**Core BU √**	**Amal, large restoration** **2 Septo w/ Epi**	
			Inmate knows # 5 will need a crown in the near future.	
		NV √	**- #4 DO (P2a / 2 TU)**	
		√	**- 1 / 4 Q (6TU) P2b**	**JW**

5) **Next visit.** This line(s) communicated to the administrative staff what treatment needs to be scheduled, as well as the Priority Code classification (determines which treatment list the Inmate should be placed on) and an estimate of the amount of time needed for treatment.
   a) NV is placed in the SURFACE column below the list of treatment items.
   b) List the recommended next treatment. If more than one appointment is listed, (ex. Prophy and Exam / Restorative) place them on separate lines.
   c) Place *in parenthesis* the Priority Code for the recommended treatment. This allows the administrative staff to know which treatment list (ex. P2a → urgent list, P2b → basic restorative list, A → Priority Denture list) the inmate is to be placed on.
   d) Within the parenthesis and after the Priority Code place the number of time units (#TU) after the recommended treatment, if needed. Each TU equals 15 minutes. Example (*P2a / 3TU*) = 45 minutes forPriority 2a treatment.
   e) When utilizing abbreviations only use those on the MT DOC Dental Abbreviations list. This allow for clear communications between dental staff and between clinical staff at different dental facilities.

6) **Examination appointments.**
   a) The dental assistant or dental hygienist assisting the Comprehensive or Re-care Examination may write up this entry in the Daily Treatment sheet.
   b) The entry should consist of a vertical listing of all treatment elements such as *Comp Ex, Re-care Exam or Exam*, number and type of radiographs plus NV in the SURFACES column and the NV (next visit) data will be placed in the DESCRIPTIONS column.
   c) The recommended treatment for the Inmates next visit will then be listed in the description portion of the Daily Treatment Sheet. A single horizontal line will be made for each recommended follow-up appointment.
   d) All dental hygiene related treatment elements plus the examination elements will be listed in the SURFACES column if the entry is made by the dental hygienist when the examination is conducted at the dental hygiene appointment.
   e) A 30 degree line is placed (as described in section 2 above, see the above example).
   f) The dental assistant or dental hygienist assisting in the examination will initial the entry then make a forward slash. The dentist conducting the examination shall then place their initials after the forward slash (see example above). This will record both dental staff involved in the dental examination.
   g) If additional treatment such as restorative, oral surgery, etc. is completed at the examination appointment then the dentist will make a separate entry (including date) in the Daily record sheet.
7) **Confirmation of recording administrative data.**
   a) The administrative staff will place a red √ mark after each treatment item as they are entered the Inmates data into the appropriate treatment provided tracking system. list This indicates the Inmates dental treatment has been appropriately tracked and as needed, set up for continued dental care.
   b) A red √ mark will be placed after the Next Visit (NV) as the information has been placed into the treatment tracking system (example: P2a, P2b, Denture list). If more then on Next Visit lines are placed in the inmates chart (see example above, dated 4/28/07) then a red √ is placed in the surfaces column for each Next Visit line.
8) The Daily Treatment Sheet will be placed directly behind the Comprehensive Exam and Treatment Plan Sheets.

Periodontal Treatment Sheet

(MT DOC DH-01a and 1b)
(Blue color)

1) This is designed so the dentist or dental hygienist can track the periodontal status of the Inmate. Six dental cleaning appointments can be documented on a single two sided sheet. In addition there is a place for documenting data collected from full mouth probing. This should allow a provider to easily assess the Inmates current periodontal status. In addition, be able to track the progress of the periodontal treatment to determine whether there is improvement or deterioration of their periodontal condition.
2) **Periodontal Treatment area.**
   a) **Treatment date.**
   b) **PSR (Periodontal Screening Record.** The Inmates general periodontal condition is assessed, utilizing the Periodontal Screening record. The PSR is described in detail in Addendum 2. If desired, a complete periodontal record can be determined and placed in periodontal charting section (lower half of page 1of the Periodontal Treatment Sheet. If PSR score of 3 or 4 is only due to an isolated area (ex. distal to # 31) then place a star before the sextant score. Then in the "Additional notes" section (below) place another star with a description of the condition. This will negate the necessity to have to do a full mouth probing when only an isolated area or two is involved.

c) **Periodontal condition.** An assessment of the Inmates overall periodontal condition is made. A determination is made whether the Inmate has active periodontal problems, if it is stable, or if their periodontal condition is deteriorating. The appropriate definition is circled. Additional comments can be made in this area or in the "Additional notes section below.

5 / 12 /
Date:
PSR

2	1	2
2	2	3

Periodontal condition: Active Stable Deteriorating

Calculus level: ***Moderate calculus esp. lower anteriors***

Home care: Poor Needs improve. good excellent

Tx.: Exam **Rgs: BW:** 1 2 3 4 **PA (#):** _____ **FMX** PAN **FI – Tx.** **OHI** **Med Hist.**

Tx. Plan recall: 1 mo. 6 wks 3 mo. 6 mo. 12 mo. At patients request

d) **Calculus level.** Amount, type, and location of calculus deposits are assessed.
e) **Home care.** The Inmates level of home care is determined. Ability, knowledge and effort concerning proper and effective oral health care will be assessed.
f) **Treatment (Tx.**). Circle the services provided during the appointment. This could include a periodic dental examination; type and quantity of radiographs taken; topical fluoride treatment; oral hygiene instruction; and review of the Inmates medical history.
g) **Treatment Plan recall.** Circle the recommended frequency of the Inmates periodontal care appointments. If the Inmate desires a less frequent recall program, circle the Inmates desired recall plan plus circle "at patients request", with a line connecting the two. Then circle the recommended recall frequency, with a note nearby stating this as the recommended recall treatment plan.
h) **Additional notes.**
   i) Space is available for additional notations concerning the treatment provided, periodontal conditions and responsiveness of the Inmate concerning their periodontal care.
   ii) If local anesthetic was given list the amount in the appropriate box.
   iii) Circle WNL if the soft tissues, and hard tissues are within normal limits (WNL).
   iv) Always note in the "Inmate informed of:" section of what the inmate was informed of concerning their oral care and periodontal conditions.
i) Each of the Periodontal Treatment areas is for one appointment. The Periodontal Treatment Sheet allows for six separate appointments.
j) **Daily Treatment Sheet.**
   i) In the "surfaces" column list the treatment items (Such as *Px, Ex, 4BW, #20 FS* [fissure sealant], *#21 FS*), plus NV - list of treatment recommended for the Inmates next visit, in the Daily Treatment Sheet (see example page 6 (date 5/12/07)).
   ii) The specific data concerning the periodontal treatment appointment is already noted in the Periodontal Treatment Sheet. Therefore, no additional notations should be placed in the Daily Treatment Sheet concerning the periodontal care appointment.
   iii) Then draw an ascending 30 degree diagonal line from just above the NV line to indicate that the additional notes are entered elsewhere (i.e. Periodontal Treatment Sheet).
   iv) The author then places their initials on the last line data was entered in the Daily Treatment sheet, in the INIT column. If a periodic examination was completed as well then the author's

initials should be placed followed by a forward slash so the dentist performing the exam can also place their initials (see example page 6).

k) **Full Periodontal Chart.**
   i) The lower half of page one is the area for recording periodontal probing depth levels. This can be done for the entire dentition or a segment of the dentition. Place the date in the line in which the probing depths are to be recorded. Probing depths of 4 mm and more should be recorded in red.
   ii) Recession lines over the root surfaces are present for charting recession levels and other soft tissue findings.
   iii) Furcation involvement should be indicated by:
      (1) Class 1: The bone loss allows for the insertion of a probe into root trunk concavity.
         : A red inverted V (^) is placed between the affected roots.
      (2) Class 2: The bone loss is significant enough to allow a probe to be inserted into the Furcation between the roots.
         : A red triangles (△) is placed between the affected roots.
      (3) Class 3: The bone loss is severe enough for the periodontal probe to navigate completely between the roots.
         : A shaded red triangle ( ) is placed between the affected roots.
   iv) Mobility: Mobility levels for a tooth can be indicated by:
      (1) Class I: Buccal ↔ lingual tooth movement of 0.5 to1.0 mm. Place a I over the root.
      (2) Class II: Buccal ↔ lingual tooth movement of 1 to 2 mm. Place a II over the root.
      (3) Class III: Buccal ↔ lingual tooth movement of more than 2 mm plus is depressible. Place a III over the root of the affected tooth.

3) The Periodontal Treatment Sheet is the fourth sheet in section 2 of the dental chart.

Surgery Data Sheet

(MT DOC SDS 01a&b)

(Lilac color)

1) This sheet combines the pre-surgical consultation with a simplified way of documenting the specifics concerning the surgical procedure. There are four separate surgery data areas per two sided sheets.
2) Enter Inmates name (last, first), AO#, treatment type, and treatment date.
3) **Pre-Op Consult.**
   a) Review with the Inmate the potential risk that could be associated with the planned surgical treatment. Check the boxes for all areas of potential risk that may apply. In addition, circle any of the listed nerves in which there is a potential for injury. Additional notes can be made in the area of the listed risk factor, as needed. If the "other" box is checked, place the information reviewed in the *notes* segment below, with a notation that this information was reviewed prior to the surgery.
   b) Ensure the Inmate reads and understands the sentence (or read it to them) concerning: understanding the discussed risk factors, treatment recommendations, ability to ask questions, and consent for treatment. Have the inmate place their initials after this sentence.
   c) The Inmate and witness should sign and date the Pre-Op Consult section.

Anesthetic (# of carps.):	3	2% Lido -100K Epi		4% Arti.-1/100K Epi		2% Mepi-1/20K Levo.		Marcaine-1/200K Epi	
Radiographs (#):	1	PA's		PANO		BW's	**Sutures (#):**	2 Silk		Vicryl		Gut
		Chlorhexidine		Perio-pack			**Post-Op instructions given:**		Verbal		Written	

4) **Treatment Data.**
   a) List in the appropriate boxes the quantity of anesthetic; the number and type of radiographs taken; the number and type of sutures, if any.
   b) Check the box(s) confirming how the Post-Op instructions were given.

5) Place additional notes concerning the surgical treatment, in the space provided and place the author's initials in the lower right corner.

6) Each of the Surgical Data areas is for one appointment. If multiple treatments were accomplished at the same appointment then list them together. The Surgery Data Sheet allows for 4 different surgery appointments.
7) Since the specific data concerning the surgical treatment are listed in the Surgery Data Sheet, only list the treatment items (Such as 1PA, #1 EXT), plus NV (list of treatment recommended for the Inmates next visit) in the Daily Treatment Sheet (see example page 6 (date 4/12/06)). Then draw an ascending 30 degree diagonal line from just above the NV line to indicate that the additional notes are entered elsewhere (i.e. Surgery Data Sheet). If multiple surgical treatments are perform in the same appointment, list them vertically in the "surfaces" column.

RCT Data Sheet

(MT DOC RCT-01a&b)
(Salmon color)

1) This sheet combines the pre-endodontic consultation with a simplified way of documenting the specifics concerning the endodontic procedure. There are four separate RCT data areas per two sided sheets. This information will be especially useful if a different dentist completes the endodontic treatment then the dentist who treated the Inmate for an initial endodontic appointment, as it allows for precise documentation of treatment related data. The data may also be helpful for the restorative appointment, or if needed a retreatment appointment.
2) **Section 1.** Enter the tooth #, Inmates name (last, first) and AO#.
3) **Pre-Op Consult.**
   a) Review with the Inmate, the potential risk that could be associated with the planned endodontic procedure, as well as the needs for additional treatment. Additional hand written notes can be made in the area of the listed risk factor or recommended treatment, as needed. If the "other" box is checked, place the information reviewed in the *notes* section below, with a notation that this information was reviewed prior to the endodontic procedure.

b) Ensure the Inmate reads and understands the sentence (or read it to them) concerning: understanding the discussed risk factors, treatment recommendations, ability to ask questions, and consent for treatment. Have the inmate place their initials after this sentence.
c) The Inmate and witness should sign and date the Pre-Op Consult section.

4) **Treatment record.**
   a) The treatment record can be utilized for a single or two appointment endodontic procedure. If additional appointments are needed for a given tooth then continue in the next RCT Data area, placing the tooth # and the word continued (cont.) in the tooth # box.
   b) **Canal.** Circle the appropriate canal(s). B – Buccal, MB – mesial Buccal, L/P – lingual or palatal, ML – mesial lingual, D – distal, DB – distal Buccal, 4th - forth canal, DL – distal lingual. If only one canal leave this section blank. This configuration should allow for any normal combination of nerve canals.

Appt. #1					Appt. #1		Final		
Canal:		A/L(√)	Length:	Measured to:	Length:	Measured to:	Length:	MP	Restoration placed:
B	MB	✓	21.5	Inside mid buccal cusp			21.5	40	IRM
L/P	ML	✓	20	Inside dist ling edge			20	35	
D	DB								Final Rg:
4th	DL								YES NO

   c) **AL(√).** Check this area if an apex locator was utilized in the measurement of canal length.
   d) **Length.** The measured distance to the canals final working length.
   e) **Measured to.** The description of the exact position of the tooth, restoration, or other landmark to which the length of the canal was measured to (ex. *inside of buccal occlusal edge*). This gives a reference point for subsequent treatment visits.
   f) **Final Length.** The final length to which the gutta percha was filled to.
   g) **MP.** The size of the master point utilized in the obturation of the canal.
   h) **Restoration placed.** Enter the restoration material which was used in the appointment. This could be a final restorative material or a temporary restorative material.
   i) **Final radiograph.** Circle whether or not a final radiograph was taken.
   j) **Notes.** Place additional treatment notes and the treatment date in the space provided. The author's initials are placed at the lower right corner of the notes section.

5) Each of the Root Canal Data areas is for one tooth. If multiple teeth receive endodontic treatment at one time (or simultaneously at two appointments) then use a separate Root Canal Data area for each tooth. The Root Canal Data sheet allows for data on 4 different teeth to be tracked per sheet.
6) Since the specifics of the endodontic treatment are listed in the RCT Data Sheet, only list the treatment items (Such as 1PA, #5 RCT-2), plus NV (list of treatment recommended for the Inmates next visit) in the Daily Treatment Sheet. Then draw an ascending 30 degree diagonal line from just above the NV line to indicate that the additional notes are entered elsewhere (RCT Data Sheet). If multiple teeth are receiving endodontic treatment at the same appointment list them vertically in the "surfaces" column.

Oral Hygiene Instructions

(See Addendum 2)

1) Detailed Oral Hygiene Instructions (OHI) should be given to each Inmate at the dental Intake Screening, the Comprehensive Examination appointment, or during the dental hygiene appointment.
2) Interactive education concerning health care risk with poor oral hygiene, proper brushing and flossing techniques, the need for regular dental cleanings and examinations as well as general information concern dental health care in a correctional environment should be provided.
3) It is recommended the Inmate receive OHI within 30 days of admission to the MT DOC.
4) An OHI label should be placed in the lower left area of the MT DOC dental chart.
5) **Oral Hygiene Instruction Label.**
   a) Each of the boxes should be checked off indicating the subject material has been covered.
   b) With Inmates who have complete upper and lower dentures (or edentulous and no dentures), discuss the need for proper brushing and cleaning of the dentures. Then review the first, second, fourth and fifth areas of Instructions as they relate to dental care for edentulous Inmates. Recommend these Inmates request an annual Oral Cancer Screening and Denture Evaluation appointment.

Oral Hygiene Instruction

☐ Possible health care risk with poor oral hygiene.

☐ Proper tooth brushing technique and frequency.

☐ Flossing techniques. ☐ Regular dental cleanings and exams.

☐ Dental Health care in a correctional environment.

I have been informed of the above, and have been given an opportunity to ask questions: (**Inmates initials**) _____

_____	_____	_____	_____
Instructor's name	Date	Inmates name	Date

   c) Ensure the inmate understands the material and has been given an opportunity to ask questions. The inmate should then place his initials, after reading this sentence.
   d) The Inmate should be given an opportunity to keep a written copy of the MT DOC Dental Health Care brochure.
   e) The Instructor and Inmate should each sign and date the label.
6) The Inmate should be offered a copy of the MT DOC Dental Health Care brochure.
7) The Dental Health Care brochure contains the minimum subject material to be covered concerning Oral Hygiene Instruction and Denture Care.

Privacy Practice Notification

(See Addendum 3)

1) Privacy Notification information should be presented to each Inmate in MT DOC custody.
2) The Inmate should have been presented an opportunity to review the Privacy Practices Notification brochure. This document should also be made available to the Inmate at any time.
3) An overview of the Privacy Notification should be presented at the Intake Screening Evaluation or at the initial Comprehensive Examination. Those Inmates already in MT DOC custody and have not already received the Privacy Notification information should have this information presented at their next examination

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appointment.

4) The Privacy Practices Notification brochure contains the minimum subject material to be covered.
5) A Privacy Practice Notification label (see below) should be placed in the lower right area of the MT DOC dental chart.

Privacy Practice Notification

☐ **Review of Privacy Practice Notification information.**

☐ **Have been given an opportunity to review and receive the Privacy Practice Notification Handout.**

I have been informed of the above information, and have been given an opportunity to ask questions: (**Inmates initials**) _____

Presenter's name	Date	Inmates name	Date

6) **Privacy Practices Notification Label.**
   a) The two boxes should be checked off indicating the subject material has been covered.
   b) Ensure the inmate understands the material and has been given an opportunity to ask questions. The inmate then places his initials, after reading this sentence.
   c) The Inmate should be given an opportunity to keep a written copy of the Privacy Practices Notification brochure.
   d) The Presenter and Inmate should each sign and date the label.

Radiographs

Radiographs will be mounted in clear plastic radiograph envelops and fastened into section 3 of the dental chart. A photograph of a digital panograph should also be included in section 3.

Prescriptions / Medical Test

Medication prescriptions, medical test results, medical consultations and other medical data are placed in section 4.

Health Care Request (Kites) / Legal

Inmate Health Care Request (Kites), informal or formal grievances or legal documents are placed in section 5.

Prior Records

Prior or additional dental records are attached to section 6 of the Dental Chart. In addition, outdated Medical History and Treatment Plan Sheets should be moved from section 2 to this section. This will prevent confusion with the current Medical History and Treatment Plan Sheets.

Name / AO# label

Print Inmates name (Last, First) and AO# in a manner so the name and AO# can be seen when the Dental Chart is closed.

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Mt DOC Dental Abbreviations

(See Addendum 1)

If abbreviations are used in the dental charting system, only use those in the Abbreviations list. Additional abbreviations may be placed on the list with the approval of the MT Director of Dental Services, who would then update the list.

Daniel W Hash, DMD

Daniel W Hash DMD

Director, Dental Services
Montana Department of Corrections

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ANNEX 3

MSP HEALTH SERVICES PROCEDURES INDEX
(01/01/2020)

SECTION A Governance and Administration

HS A-02.0 Responsible Health Authority
HS A-06.0 Quality Improvement Plan for Health Services
HS A-09.0 Procedures in the Event of Inmate Death

SECTION B Health Promotion, Safety, and Disease Prevention

HS B-01.0 Healthy Lifestyle Promotion
HS B-02.0 Infectious Disease Prevention and Control Program
HS B-02.1 Respiratory Protection Program
HS B-02.2 Bloodborne Pathogens
HS B-02.4 Disease Prevention-TB Control Plan
HS B-02.5 Decontamination of Medical Equipment
HS B-02.6 Community Acquired MRSA Control Plan
HS B-02.7 Infirmary Food Service Sanitation
HS B-02.8 Ectoparasite Control
HS B-03.0 Clinical Preventive Services
HS B-04.0 Medical Surveillance of Inmate Workers
HS-B-07.0 Communication on Patients' Health Needs
HS-B-08.0 Patient Safety/Clinical Error Reporting System
HS-B-09.0 Staff Safety

SECTION C Personnel & Training

HS C-01.0 Credentials
HS C-02.0 Clinical Performance Enhancement
HS C-03.0 Orientation for Health Staff
HS C-05.0 Medication Administration Training
HS C-06.0 Inmate Workers
HS C-07.0 Medical Staffing Plan

SECTION D Ancillary Health Care Services

HS D-01.0 Pharmaceutical Operations
HS D-02.0 Discharge Medications
HS D-02.1 Inmate Self-Medication
HS D-02.2 Disposal of Expired, Discontinued or Damaged Narcotics
HS D-02.3 Medication Box Self Administration System
HS D-02.4 Medication Starter Doses
HS D-02.5 Sterile Parenteral Products
HS D-03.0 Clinic Space, Equipment, Supplies & Reference Materials
HS D-04.0 Diagnostic Services
HS D-05.0 Medical Diets
HS D-07.0 Emergency Medical Services
HS D-07.1 Urgent/Emergent Response
HS D-07.2 Crash Cart

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MSP HEALTH SERVICES PROCEDURES INDEX
(01/01/2020)

SECTION E Patient Care & Treatment

HS E-02.0 Intake Health Screening and Physical Assessment
HS E-03.0 Transfer Clearance
HS E-05.0 Mental Health Screening & Evaluation
HS E-06.1 Initial Dental Treatment
HS E-06.2 Emergency Dental Evaluation
HS E-06.3 Non-Emergent Dental Evaluation
HS E-06.4 Periodontal Care
HS E-06.5 Dental Prosthetic Services
HS E-06.6 Outside Dental Consultation or Treatment
HS E-06.7 Dental Services Review
HS E-06.8 Dental Infection Control
HS E-06.9 Dental Tool Control
HS E-07.0 Non-Emergent Health Care Requests & Services
HS E-08.0 Nursing Assessment Protocols and Procedures
HS E-08.1 Wound Documentation With or Without Photography
HS E-09.0 Continuity, Coordination, And Quality of Care During Incarceration
HS E-10.0 Discharge Planning

SECTION F Special Needs and Services

HS F-01.0 Chronic Disease Services
HS F-01.1 Inmates with Special Health Needs
HS F-02.0 Infirmary Level Care
HS F-03.0 Mental Health Services
HS F-04.0 Medically Supervised Withdrawal and Treatment
HS F-06.0 PREA Mental Health Assessments
HS F-07.0 Care for the Terminally Ill/End of Life Decision Making

SECTION G Medical-Legal Issues

HS G-01.0 Mental Health Observation & Clinical Restraint
HS G-02.0 Inmates in Restrictive Housing
HS G-03.0 Involuntary Psychotropic Medications
HS G-03.1 Emergency Medications
HS G-04.0 Forensic Information, Therapeutic Relationship, and Disciplinary Actions
HS G-05.0 Informed Consent
HS G-05.1 Right to Refuse Medical Treatment