

DISCUSSION DRAFT

MEMORANDUM OF UNDERSTANDING
BETWEEN
DELTA DENTAL OF WASHINGTON,
WASHINGTON DENTAL SERVICE
AND
WASHINGTON STATE DENTAL ASSOCIATION

This MEMORANDUM OF UNDERSTANDING is effective upon signature and hereby made and entered into by Delta Dental of Washington and Washington Dental Service, hereinafter together referred to as DDWA, and the Washington State Dental Association, hereinafter referred to as the WSDA.

A. PURPOSE

The purpose of this MEMORANDUM OF UNDERSTANDING is to enhance the working relationship between DDWA and the WSDA through collaboration on key strategic initiatives outlined in this document. Both organizations are committed to an ongoing partnership that was rekindled during dialogue and coordinated actions throughout the COVID-19 Pandemic and further fostered during settlement discussions related to *Bradshaw, Irwin, Russell, Washington State Dental Association v. Washington Dental Service*. DDWA and the WSDA can further their respective missions by working together to improve oral health for the people of Washington.

B. TOPICS OF MUTUAL INTEREST

The parties hereby commit to working as strategic partners on the following initiatives:

Collaboration Between DDWA and its Member Dentists and DDWA and the WSDA.

DDWA and the WSDA commit to increasing dialogue on issues critical to oral health in Washington and fostering a two-way exchange both between DDWA and its Member Dentists and DDWA and the WSDA.

DDWA and the WSDA leadership agree to hold meetings with jointly defined agendas at monthly intervals, shifting to quarterly when mutually agreed upon. These joint leadership meetings will foster a collaborative/constructive on-going relationship between the organizations and will oversee pursuit of the MEMORANDUM OF UNDERSTANDING, work together to launch the Member Nominating Panel (MNP) as outlined in the proposed changes to the WDS Bylaws, and work together on other items of mutual interest. This joint leadership group will also issue joint communications on its activities to its respective member dentists.

DDWA's Member Advisory Panel (MAP) will identify a liaison to WSDA for a term to be decided upon by the MAP. DDWA commits to working with WSDA to increase communications about the activities of the MAP available to member dentists on its provider portal and other channels. The WSDA commits to working with DDWA to share these communications with its membership in a manner agreed upon by both parties.

Both parties commit to sharing non-sensitive information on strategic priorities and significant initiatives with each other to increase transparency and identify additional opportunities for collaboration.

Partnership Opportunities and Advocacy Approaches

Both parties value the essential role that the dental profession plays in accomplishing our aligned goal of improved oral health for all. DDWA and the WSDA will form working groups (including additional groups as appropriate) to share data, identify solutions, and coordinate legislative agendas to the maximum extent possible to address the following topics. Both parties will make every attempt to find common ground on these topics. This includes learning from each other, jointly inviting perspectives of other stakeholders, committing the time it takes to work through initial differences in opinion, and respecting the fact that parties may maintain different points of view at times. When alignment on a specific solution or policy is not possible, both parties commit to proactively communicating so that the other party is not surprised. (Collaboration on policy and joint solution development with Arcora Foundation addressed separately.)

Focus Topics:

Workforce Shortages: Members of both DDWA and the WSDA have consistently identified addressing the shortages of dental hygienists and dental assistants in Washington state as a critical priority for both organizations. Together DDWA and the WSDA will seek solutions that address issues that limit the number of hygienists and dental assistants seeking employment in dental practices. By January 1st, 2021 DDWA and the WSDA will identify and convene a taskforce committed to expanding the dental workforce and define a strategy to address the issues.

Areas to be explored include:

- Increasing capacity at existing dental hygiene training programs across Washington state and creating new programs.
- Increasing the diversity of the dental hygiene workforce, the least diverse workforce in dentistry.
- Assessing nontraditional training models for both dental hygienists and dental assistants making the path to these careers more accessible to those who must work throughout their education.
- Reducing existing barriers for those with dental hygiene licenses in other states or military/federal credentials to obtain permanent licensure in Washington state.
- Exploring the duties of dental assistants and Expanded Function Dental Auxiliaries (EFDA) and potential career ladders for those roles.
- Assessing the need for expanding existing or building new dental assistant and EFDA programs across Washington state.

We will seek the input of partners and stakeholders that will be impacted by this work and will jointly seek their participation in defining and implementing solutions.

Dental Workforce Diversity and Inclusion: DDWA and the WSDA recognize the importance of expanding diversity within the dental workforce and ensuring the perspectives of dental care providers of color are well represented in decision making for both organizations and considered for future leadership.

Addressing the dental hygienist and dental assistant workforce shortages and dental workforce diversity and inclusion will be DDWA's primary workforce initiatives. If additional workforce initiatives are identified, DDWA will proactively share and discuss them with the WSDA. Both parties agree to keep an open dialogue on workforce strategy in the interest of improving oral health in Washington state.

Medicaid. Washington is among the states with the lowest Medicaid reimbursement rates in the country. DDWA and the WSDA are committed to advocating for increased Medicaid reimbursement rates. Both organizations also agree to lead efforts to fight any proposed cuts to the state's dental Medicaid program coverage. DDWA, and the WSDA will also engage in dialogue about different models for administering the state's dental Medicaid program with the goal of aligning on a model that each entity jointly agrees is the best for Medicaid enrollees at this point in time.

Independent Dental Practices. DDWA and the WSDA believe that patient choice and broad access to dental care are vital to good oral health for Washingtonians. As such both organizations are committed to a vibrant network of dental practices independently owned by individuals or groups of dentists licensed in Washington state. Both parties commit to working together on solutions in support of independent dental practices and providing opportunities for all dental practices to thrive in an increasingly competitive market.

DDWA's Dental Benefit Plans. DDWA and WSDA commit to creating and co-hosting a series of information sharing forums to engage dentists in dialogue regarding DDWA's dental benefits plans, the dental benefits market, DDWA processing policies, future opportunities and potential future products and services and other topics identified by the parties.

Leadership Development. The leadership of DDWA and the WSDA commit to discussing methods by which both organizations can engage in leadership development efforts to cultivate future dentist leaders.

Education Debt. The leadership of DDWA and the WSDA commit to discussing a role the organizations can play in addressing the substantial education debt that many newly licensed dentists are burdened with.

Post-Graduate Continuing Education for Recently Licensed Dentists. The leadership of DDWA and the WSDA commit to exploring opportunities for recently licensed dentists to pursue hands-on training in continuing education programs that will enhance their clinical knowledge.

C. COMMENCEMENT, EXPIRATION, AND EXTENSION

This MEMORANDUM OF UNDERSTANDING will guide the activities and interactions of DDWA and the WSDA from the time they have signed below and for a period of three (3) years thereafter or until earlier terminated pursuant to Section E. This MEMORANDUM OF UNDERSTANDING may be extended no sooner than one (1) year prior to the end of the initial three (3) year period.

D. MODIFICATION

Modification of this MEMORANDUM OF UNDERSTANDING may be made by mutual consent of DDWA and WSDA. Only written modifications, signed and dated by the Presidents of both DDWA entities and the WSDA, will be accepted. This MOU is intended to scope the initial parameters of a collaborative and

constructive working relationship between DDWA and the WSDA and does not preclude or limit in any way the topic areas the two organizations can work on together in the future.

E. TERMINATION

Termination by Mutual Agreement. This MEMORANDUM OF UNDERSTANDING may be terminated by either party upon written notification to the other party. This MEMORANDUM OF UNDERSTANDING summarizes the good faith intentions of DDWA and the WSDA to cooperatively pursue certain shared goals and objectives that have not yet been fully developed or articulated, and therefore still require discussion between them against the backdrop of their distinct missions, strategies, and resources. As a result, this MEMORANDUM OF UNDERSTANDING is not intended to and shall not result in or be construed to create any legal relationship between the parties or any legal obligations upon or remedies in favor of either DDWA or the WSDA.

F. LEGAL COMPLIANCE

DDWA and WSDA acknowledge that all exchanges of information, communications and other activities contemplated or pursued under this MEMORANDUM OF UNDERSTANDING may need to be conducted subject to appropriate procedures and protocols designed to ensure full compliance with all federal and state laws, including but not limited to antitrust laws.

G. RESPONSIBILITIES OF THE PARTIES

DDWA and the WSDA and their respective agents will handle their own activities and utilize their own resources, including the expenditure of their own funds, with approval from their independent Boards in pursuing the objectives outlined in this MEMORANDUM OF UNDERSTANDING.

H. PRINCIPAL CONTACTS

The principal contact for DDWA for this MEMORANDUM OF UNDERSTANDING will be Cindy Snyder, DDWA's VP of Network Strategy. The principal contact for WSDA for this MEMORANDUM OF UNDERSTANDING will be Mr. Bracken R. Killpack, the WSDA's Executive Director. Each party will immediately notify the other party with any change in its principal contact for this MEMORANDUM OF UNDERSTANDING.

I. AUTHORIZED REPRESENTATIVES

By signature below, the Presidents of both of the DDWA entities and of the WSDA have executed this MEMORANDUM OF UNDERSTANDING.

Mr. Mark Mitchke

Dr. Dennis L. Bradshaw