

AGREEMENT WITH COMMUNITY DENTAL CARE, INC.,  
A CALIFORNIA NONPROFIT CORPORATION, FOR HIV DENTAL SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and  
COMMUNITY DENTAL CARE, INC., A CALIFORNIA NONPROFIT CORPORATION,  
hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of  
performing the professional services hereinafter described for the Health Services Agency, Public  
Health Division AIDS Program; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with  
independent contractors for the furnishing of such services to or for County or any Department  
thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS  
FOLLOWS:

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the  
general direction of the Director of Health Services, or her designee, with respect to the product or  
result of Contractor's services, shall provide dental services for San Mateo County AIDS Program  
clients as described in Schedule A, attached hereto and incorporated by reference herein. Such  
services shall be provided in a professional and diligent manner.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the  
services described in Schedule A, the amount that County shall be obligated to pay for services  
rendered under this Agreement shall not exceed ONE HUNDRED NINETY-FIVE THOUSAND  
THREE HUNDRED SIXTY DOLLARS (\$195,360) for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings

under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- 1) Comprehensive General Liability ..... \$1,000,000
- 2) Motor Vehicle Liability Insurance ..... \$0
- 3) Professional Liability ..... \$1,000,000

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment III).

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges

are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all

records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

1) In the case of County, to:

San Mateo County  
AIDS Program  
225 37th Avenue  
San Mateo, CA 94403

or to such person or address as County may, from time to time furnish to Contractor.

2) In the case of Contractor, to:

Gene Gowdey, DDS  
10 Greenham Court  
Novato, CA 94949

B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from March 1, 2002 through February 28, 2003. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon sixty (60) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

COMMUNITY DENTAL CARE, INC.,  
A CALIFORNIA NONPROFIT CORPORATION

By: \_\_\_\_\_  
Jerry Hill, President  
Board of Supervisors, San Mateo County

By: Gene Gowdey

Date: \_\_\_\_\_

Date: 4/5/2002

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_



## SCHEDULE A

### COMMUNITY DENTAL CARE, A CALIFORNIA NONPROFIT CORPORATION

MARCH 1, 2002 - FEBRUARY 28, 2003

#### I. SERVICES

Contractor shall perform the following:

- A. Contractor shall provide the dental services listed in Attachment II to approximately one hundred (100) unduplicated clients with written verification of a diagnosis of HIV/AIDS. A Unit of Service (UOS) shall be defined as ONE HUNDRED TEN DOLLARS (\$110) worth of dental services. This Agreement will provide for approximately one thousand seven hundred seventy-six (1,776) UOS. Not more than nine percent (9%) of the value of each UOS shall be used for indirect costs for this project. These services will be provided to residents of San Mateo County who have provided written verification of a diagnosis of HIV/AIDS. Decisions of care will be made by the attending Contractor dentist on a case-by-case basis and will be based on documented need.

The types of services considered allowable under this Agreement are emergency, diagnostic; preventative; basic restorative; endodontics; tooth extraction - uncomplicated, simple; periodontal; and removable prosthetics. A complete list of covered procedures is listed on "Attachment II."

The types of services not allowable under this Agreement are cosmetic dentistry; orthodontics; implants; and surgery requiring IV sedation, hospital services, or complex procedures.

- B. Contractor shall maximize third party payment (e.g. Medi-Cal, private insurance, etc.) before utilizing funding from this Agreement.
- C. Contractor shall provide dental services two (2) days per week. At least one (1) of these days shall be at the Willow Clinic in Menlo Park. The second (2<sup>nd</sup>) day can be at the Willow Clinic, but Contractor shall make every effort to establish a one (1) day clinic in the northern part of the county.

Contractor shall be responsible for ensuring adequate staff, dental instruments, and supplies are available for the provision of services at all service sites.

- D. All dentists and other staff, licensed or unlicensed, who may work on this project are subject to AIDS Program approval. Appropriate insurance and licensing information shall be provided for every dentist and other licensed staff who may work on this project before such staff may perform any functions for the project.

- E. Provide evidence of Denti-Cal billing to show compliance with Schedule A, Section I, Services, paragraph B. This evidence shall be submitted to County on a monthly basis.
- F. Provide consistent and reliable service throughout the term of this Agreement. If Contractor misses more than two (2) clinics, County reserves the option to terminate its contract with Contractor within twenty-four (24) hours of notice.

## II. OUTCOME OBJECTIVES

Contractor shall ensure that the following outcome objectives are pursued throughout the term of this Agreement:

- A. Ninety-five percent (95%) of Contractor's clients shall show an improvement in oral health. Improvement of oral health shall be measured by the number of clients who receive diagnosis and subsequent treatment in ratio to the number of clients who receive diagnosis and do not receive subsequent treatment. Contractor shall tabulate this objective during the third (3<sup>rd</sup>) quarter of the contract year and include the result in Contractor's third (3<sup>rd</sup>) Quarter Report.
- B. Ninety-five percent (95%) of Contractor's clients shall report, via a project specific client satisfaction survey conducted by Contractor, satisfaction with dental services received from Contractor. This survey shall be conducted during the third (3<sup>rd</sup>) quarter of the contract year. The results of this survey shall be tabulated by Contractor and included in Contractor's third (3<sup>rd</sup>) Quarter Report.

## III. GENERAL

- A. Regular staff participation is required at monthly AIDS Program "Partnership Agency Round Table" meetings and other meetings as needed or appropriate.
- B. Participation in the "San Mateo County AIDS Program Universal Client Needs and Satisfaction Survey" is required.
- C. Any public information (e.g. brochures, flyers, etc.) about projects funded by the AIDS Program must state somewhere on the item "This project is funded by the San Mateo County AIDS Program."
- D. Compliance with the annual AIDS Program site visit is required.
- E. Contractor understands that funding for this program after February 28, 2003, is dependent on adequate appropriation of Ryan White Combined AIDS Resources Emergency (CARE) Act, Title I funding for the AIDS Program.

#### IV. REPORTING

- A. Quarterly Program Report forms are due by the fifteenth (15<sup>th</sup>) day of the month following each quarter. For this reporting, a UOS shall be ONE HUNDRED TEN DOLLARS (\$110). The AIDS Program will provide a Master Copy of the report form.
- B. Monthly Financial Reports and invoices specifying cost(s) per unit(s) of service(s) due the fifteenth (15<sup>th</sup>) day following the end of the month. Included with the Monthly Financial Report, Contractor shall submit a report on the number of patients seen and the number of clients whose services have been billed to Medi-Cal.
- C. Annual "Standard AIDS Administrative Report" shall be due on January 15, 2003.
- D. Final Narrative Report due by April 1, 2003. This report shall specify the utilization of services by type and volume; identify unmet needs and service gaps; and provide a project self-evaluation.
- E. Year-End Financial Report due by March 15, 2003.
- F. CPA Audit due one hundred eighty (180) days after the end of Contractor's fiscal year.

## SCHEDULE B

COMMUNITY DENTAL CARE, A CALIFORNIA NONPROFIT CORPORATION

MARCH 1, 2002 - FEBRUARY 28, 2003

### PAYMENTS

County shall compensate Contractor for the services stated in "Schedule A" in payments for UOS provided, beginning March 1, 2002 and ending February 28, 2003. Each UOS will be paid at ONE HUNDRED TEN DOLLARS (\$110). Payments shall be paid upon receipt of invoice, and satisfactory project and fiscal reporting as determined by the AIDS Program Director or his designee. The last payment shall be withheld until all UOS are accounted for. County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable.

The maximum amount of payments for the term of this Agreement is ONE HUNDRED NINETY-FIVE THOUSAND THREE HUNDRED SIXTY DOLLARS (\$195,360).

## SCHEDULE C

Contract between County of San Mateo and Community Dental Care, Inc., A California Nonprofit Corporation, hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

Attachment I

(Required only from Contractors who provide services directly to the Public on County's behalf.)

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a.  employs fewer than 15 persons.
- b.  employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Gene Gowdey, DDS, MA

Name of 504 Person - Type or Print

Community Dental Care, Inc.,  
A California Nonprofit Corporation

Name of Contractor(s) - Type or Print

10 Greenham Court

Street Address or PO Box

Novato

City

CA

State

94949

Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

4/5/2002  
Date

Gene Gowdey, DDS, MA  
Signature and Title of Authorized Official  
Executive Director

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Attachment II

Community Dental Care / San Mateo		Units of Service (UOS) Schedule	
Location	ADA	UOS	Description
SM	120	0.5	Periodic oral examination
SM	140	0.75	Limited oral evaluation - problem focused
SM	150	1	Comprehensive oral evaluation
SM	160	2.5	Detailed and extensive oral evaluation - problem-focused, by report
SM	210	1	Intraoral-complete series (including bitewings)
SM	220	0.25	Intraoral-periapical-first film
SM	230	0.25	Intraoral-periapical-each additional film
SM	240	0.5	Intraoral-occlusal film
SM	250	0.75	Extraoral-first film
SM	260	0.75	Extraoral-each additional film
SM	270	0.25	Bitewing-single film
SM	272	0.5	Bitewings-two films
SM	274	0.5	Bitewings-four films
SM	290	1	Posterior-anterior or lateral skull and facial bone survey film
SM	330	1	Panoramic film
SM	340	1.25	Cephalometric film
SM	415	1.75	Bacteriologic studies for determination of pathologic agents
SM	425	1.25	Caries susceptibility tests
SM	460	0.5	Pulp vitality tests
SM	470	1	Diagnostic casts
SM	471	0.75	Diagnostic photographs
SM	501	1.75	Histopathologic examinations
SM	502	1.75	Other oral pathology procedures, by report
SM	1110	0.75	Prophylaxis-adult
SM	1120	0.75	Prophylaxis-child
SM	1201	0.75	Topical application of fluoride (including prophylaxis)-child
SM	1203	0.5	Topical application of fluoride (prophylaxis not included)-child
SM	1204	0.5	Topical application of fluoride (prophylaxis not included)-adult
SM	1205	1	Topical application of fluoride (including prophylaxis)-adult
SM	1310	1	Nutritional counseling for the control of dental disease
SM	1320	1	Tobacco counseling for the control and prevention of oral disease
SM	1330	0.75	Oral hygiene instructions
SM	1351	0.5	Sealant-per tooth
SM	1510	2.75	Space maintainer-fixed-unilateral
SM	1515	4.25	Space maintainer-fixed-bilateral
SM	1520	3.5	Space maintainer-removable-unilateral
SM	1525	4.75	Space maintainer-removable-bilateral
SM	1550	0.75	Recementation of space maintainer
SM	2110	0.75	Amalgam-one surface, primary
SM	2120	1	Amalgam-two surfaces, primary
SM	2130	1.25	Amalgam-three surfaces, primary
SM	2131	1.5	Amalgam-four or more surfaces, primary
SM	2140	1	Amalgam-one surface, permanent
SM	2150	1.25	Amalgam-two surfaces, permanent
SM	2160	1.5	Amalgam-three surfaces, permanent
SM	2161	1.75	Amalgam-four or more surfaces, permanent
SM	2330	1.25	Resin-one surface, anterior
SM	2331	1.5	Resin-two surfaces, anterior
SM	2332	2	Resin-three surfaces, anterior
SM	2335	2.25	Resin-four or more surfaces or involving incisal angle (anterior)
SM	2336	2.75	Composite resin crown-anterior-primary
SM	2380	1	Resin-one surface, posterior-primary
SM	2381	1.5	Resin-two surfaces, posterior-primary
SM	2382	2	Resin-three or more surfaces, posterior-primary
SM	2385	1.25	Resin-one surface, posterior-permanent
SM	2386	1.75	Resin-two surfaces, posterior-permanent
SM	2387	2.25	Resin-three or more surfaces, posterior-permanent
SM	2510	6	Inlay-metallic-one surface
SM	2520	6.5	Inlay-metallic-two surfaces
SM	2530	6.75	Inlay-metallic-three or more surfaces
SM	2543	8.75	Onlay-metallic-three surfaces
SM	2544	9.25	Onlay-metallic-four or more surfaces
SM	2610	6.5	Inlay-porcelain/ceramic-one surface
SM	2620	6.75	Inlay-porcelain/ceramic-two surfaces

SM	4220	4	Gingival curettage, surgical, per quadrant, by report
SM	4240	6.5	Gingival flap procedure, including root planing-per quadrant
SM	4249	5.75	Clinical crown lengthening - hard tissue
SM	4250	9.25	Mucogingival surgery-per quadrant
SM	4260	9.25	Osseous surgery (including flap entry and closure)-per quadrant
SM	4270	8	Pedicle soft tissue graft procedure
SM	4271	7.75	Free soft tissue graft procedure (including donor site surgery)
SM	4273	9.75	Subepithelial connective tissue graft procedure (including donor site surgery)
SM	4274	8	Distal or proximal wedge procedure
SM	4320	6	Provisional splinting-intracoronaral
SM	4321	5.25	Provisional splinting-extracoronaral
SM	4341	2.25	Periodontal scaling and root planing-per quadrant
SM	4355	3.25	Full mouth debridement to enable comprehensive periodontal evaluation and diagnosis
SM	4381	2.5	Localized delivery of chemotherapeutic agents via a controlled release vehicle, by report
SM	4910	1.25	Periodontal maintenance procedures (following active therapy)
SM	4920	1	Unscheduled dressing change (by someone other than treating dentist)
SM	5110	12.25	Complete denture - maxillary
SM	5120	12.25	Complete denture - mandibular
SM	5130	12.25	Immediate denture - maxillary
SM	5140	12.25	Immediate denture - mandibular
SM	5211	10.25	Maxillary partial denture - resin base (including any conventional clasps, rests and teeth)
SM	5212	10.25	Mandibular partial denture - resin base (including any conventional clasps, rests and teeth)
SM	5213	12.75	Maxillary partial denture - cast metal framework with resin denture bases
SM	5214	12.75	Mandibular partial denture - cast metal framework with resin denture bases
SM	5281	9	Removable unilateral partial denture - one piece cast metal (including clasps and teeth)
SM	5410	0.75	Adjust complete denture - maxillary
SM	5411	0.75	Adjust complete denture - mandibular
SM	5421	0.75	Adjust partial denture - maxillary
SM	5422	1	Adjust partial denture - mandibular
SM	5510	1.75	Repair broken complete denture base
SM	5520	1.5	Replace missing or broken teeth-complete denture (each tooth)
SM	5610	1.75	Repair resin denture base
SM	5620	2.25	Repair cast framework
SM	5630	2	Repair or replace broken clasp
SM	5640	1.5	Replace broken teeth-per tooth
SM	5650	1.75	Add tooth to existing partial denture
SM	5660	2.25	Add clasp to existing partial denture
SM	5710	4.5	Rebase complete maxillary denture
SM	5711	4.5	Rebase complete mandibular denture
SM	5720	4.25	Rebase maxillary partial denture
SM	5721	4.25	Rebase mandibular partial denture
SM	5730	2.75	Reline complete maxillary denture (chairside)
SM	5731	2.75	Reline complete mandibular denture (chairside)
SM	5740	2.75	Reline maxillary partial denture (chairside)
SM	5741	2.75	Reline mandibular partial denture (chairside)
SM	5750	3.75	Reline complete maxillary denture (laboratory)
SM	5751	3.75	Reline complete mandibular denture (laboratory)
SM	5760	3.75	Reline maxillary partial denture (laboratory)
SM	5761	3.75	Reline mandibular partial denture (laboratory)
SM	5810	9.25	Interim complete denture (maxillary)
SM	5811	9.25	Interim complete denture (mandibular)
SM	5820	7.25	Interim partial denture (maxillary)
SM	5821	7.25	Interim partial denture (mandibular)
SM	5850	2	Tissue conditioning, maxillary
SM	5851	2	Tissue conditioning, mandibular
SM	5860	17.25	Overdenture-complete, by report
SM	5861	14.75	Overdenture-partial, by report
SM	5862	9	Precision attachment, by report
SM	5982	4.25	Surgical stent
SM	5986	1.75	Fluoride gel carrier
SM	5988	6.5	Surgical splint
SM	6210	7.75	Pontic-cast high noble metal
SM	6211	7	Pontic-cast predominantly base metal
SM	6212	7.25	Pontic-cast noble metal
SM	6240	8.25	Pontic-cast porcelain fused to high noble metal
SM	6241	7.25	Pontic-porcelain fused to predominantly base metal



SM	7960	4	Frenulectomy (frenectomy or frenotomy)-separate procedure
SM	7970	5.25	Excision of hyperplastic tissue-per arch
SM	7971	3.75	Excision of pericoronal gingiva
SM	9110	1	Palliative (emergency) treatment of dental pain-minor procedure
SM	9215	0.75	Local anesthesia
SM	9230	0.75	Analgesia
SM	9240	3.5	Intravenous sedation
SM	9310	1.25	Consultation (diagnostic service provided by dentist or physician other than practitioner)
SM	9410	1.75	House call
SM	9420	2.25	Hospital call
SM	9430	0.75	Office visit for observation (during regularly scheduled hours)-no other services performed
SM	9440	1.25	Office visit-after regularly scheduled hours
SM	9610	1.25	Therapeutic drug injection, by report
SM	9630	1	Other drugs and/or medicaments, by report
SM	9910	0.75	Application of desensitizing medicament
SM	9920	1.75	Behavior management, by report
SM	9930	1.25	Treatment of complication (post-surgical)-unusual circumstances, by report
SM	9940	6	Occlusal guard, by report
SM	9950	3.5	Occlusion analysis-mounted case
SM	9951	2	Occlusal adjustment-limited
SM	9952	5.75	Occlusal adjustment-complete
SM	9970	2.25	Enamel microabrasion
SM	9999	0	Encounter

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Community Dental Care, Inc
Contact Person: Gene Gowdey
Address: 10 Greenham Court, Novato, CA 94949
Phone Number: 415-883-3396 Fax Number: 415-883-4138

II Employees

Does the Contractor have any employees? [X] Yes \_\_\_ No
Does the Contractor provide benefits to spouses of employees? \_\_\_ Yes [X] No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

III Equal Benefits Compliance (Check one)

- [ ] Yes, the Contractor complies by offering equal benefits...
[ ] Yes, the Contractor complies by offering a cash equivalent payment...
[ ] No, the Contractor does not comply.
[ ] The Contractor is under a collective bargaining agreement...

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 5 day of Apr, 2002 at Novato, CA (City) (State)

Gene Gowdey, DDS, MA
Signature

Gene Gowdey, DDS, MA
Name (Please Print)

Executive Director
Title

68-0344259
Contractor Tax Identification Number

**PRODUCER**

**ERNEST BLOOMFIELD & ASSOCIATES**  
**REHABILITATION & RECOVERY INSURANCE AGENCY, INC.**  
 22 BATTERY STREET, SUITE 503  
 SAN FRANCISCO, CA. 94111

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY A	FIRST NATIONAL INS. CO. OF AMERICA
COMPANY B	KEMPER EMPLOYEES INS. CO.
COMPANY C	GENERAL INS. CO. OF AMERICA
COMPANY D	

**INSURED**

COMMUNITY DENTAL CARE, INC.  
 ATTN: DR. GENE GOWDEY  
 10 GREENHAM COURT  
 NOVATO, CA. 94949

**received**  
 11/15/01

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CD LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				GENERAL AGGREGATE \$ 3,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	CP7776787	12-18-00	12-18-01	PRODUCTS - COMP/OP AGG \$ 3,000.00
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CP7776787-01	12-18-01	12-18-02	PERSONAL & ADV INJURY \$ 1,000.00
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000.00
					FIRE DAMAGE (Any one fire) \$ 200.00
					MED EXP (Any one person) \$ 10.00
A	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$ 1,000.00
	<input type="checkbox"/> ANY AUTO	CP7776787	12-18-00	12-18-01	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	CP7776787-01	12-18-01	12-18-02	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
B	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	3RF0003946-01	10-19-01	10-19-02	<input checked="" type="checkbox"/> STATUTORY LIMITS
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EACH ACCIDENT \$ 1,000,000
	<input checked="" type="checkbox"/> INCL				DISEASE - POLICY LIMIT \$ 1,000,000
	<input type="checkbox"/> EXCL				DISEASE - EACH EMPLOYEE \$ 1,000,000
C	OTHER				
	PROFESSIONAL LIABILITY	HCM7776787	12-18-00	12-18-01	\$3,000,000 AGGREGATE
A	COMMERCIAL CRIME/EMPLOYEE DISHONESTY	CP7776787	12-18-01	12-18-02	\$1,000,000 PER OCCURRENCE
			12-18-00	12-18-01	\$160,000 TOTAL LIMIT
			12-18-01	12-18-02	\$ 500 DEDUCTIBLE

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

THE CERTIFICATE HOLDER, IT'S OFFICERS, DIRECTORS, AGENTS & EMPLOYEES ARE NAMED AS ADDITIONAL INSURED WITH RESPECTS TO ANY CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER.

\*10 DAYS IN THE EVENT OF NON-PAYMENT OF PREMIUM

**CERTIFICATE HOLDER**

THE COUNTY OF SAN MATEO  
 SAN MATEO COUNTY AIDS PROGRAM  
 225 W. 37TH AVENUE  
 SAN MATEO, CA. 94403

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL XXXXXXXX MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE**

ERNEST BLOOMFIELD

*Ernest Bloomfield*

COUNTY OF SAN MATEO COUNTY  
MEMORANDUM

DATE: March 29, 2002  
TO: Priscilla Morse, Risk Manager  
FROM: Christina Gipe FAX: 573-2875 PONY: PBH 328  
SUBJECT: Contract Insurance Approval  
CONTRACTOR NAME: Community Dental Care  
DO THEY TRAVEL: No  
PERCENT OF TIME: 0%  
NUMBER OF EMPLOYEES: 3  
DUTIES (SPECIFIC): Provide dental care to people with HIV/AIDS.

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	<u>\$1,000,000</u>	<u>✓</u>	_____	_____
Motor Vehicle Liability	<u>\$1,000,000</u>	<u>✓</u>	_____	_____
Professional Liability	<u>\$1,000,000</u>	<u>✓</u>	_____	_____
Worker's Compensation	<u>statutory</u>	<u>✓</u>	_____	_____

REMARKS/COMMENTS:

*Priscilla Morse*  
\_\_\_\_\_  
SIGNATURE

PONY EPS-163

SUBMIT TO RISK MANAGEMENT

-OR-

FAX 363-4864

BOARD AGENDA ROUTING SLIP

DIVISION: AIDS Program  
 SUBJECT: Community Dental Care  
 FILE NAME: SVSMCHSAIC/HEALTH CONTRACTS/  
 CONTENT SERVICES NUMBER: \_\_\_\_\_  
 PROGRAM MANAGER: John Conley, Director of Public Health x3477  
 CONTRACT ADMINISTRATOR: Christina Gipe

1. Review by Division Director  
 Comments:

\_\_\_\_\_  
 Initials-Date

2. Review by Division Fiscal Officer  
 Comments:

*Phm 4/1/02*  
 \_\_\_\_\_  
 Initials-Date

3. Review by Risk Management  
 Comments:

See attached  
 \_\_\_\_\_  
 Initials-Date

4. Review by County Counsel  
 Comments:

See attached  
 \_\_\_\_\_  
 Initials-Date

4. Copies of agreement and resolution made by  
 division

\_\_\_\_\_  
 Initials-Date

5. Review by Health Services Administration Analyst  
 Comments:

\_\_\_\_\_  
 Initials-Date

6. Review by Health Services Administration  
 Deputy Director  
 Comments:

\_\_\_\_\_  
 Initials-Date

7. ATR Approval by Finance Director

\_\_\_\_\_  
 Initials-Date

8. Review and Signature by Margaret Taylor  
 Comments:

\_\_\_\_\_  
 Initials-Date

Date Received by Health Services Administration: \_\_\_\_\_

Date sent to County Manager: \_\_\_\_\_