# AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND COMMUNITY DENTAL CARE, INC., A CALIFORNIA NONPROFIT CORPORATION

THIS AGREEMENT, entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2004, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and COMMUNITY DENTAL CARE, INC., A CALIFORNIA NONPROFIT CORPORATION, hereinafter called "Contractor";

# WITNESSETH:

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; and

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.

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

#### 1. Exhibits.

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A—Services Exhibit B—Payments and rates Attachment I—§504 Compliance Attachment II—List of covered dental procedures

## 2. Services to be performed by Contractor.

In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

#### 3. Payments.

In consideration of the services provided by contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this contract exceed ONE HUNDRED NINETY-FIVE THOUSAND THREE HUNDRED SIXTY DOLLARS (\$195,360).

## 4. Term and Termination.

- 1 -

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 1, 2004 through February 28, 2005.

This Agreement may be terminated by Contractor, the Director of Health Services or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

#### 5. Availability of Funds.

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

## 6. Relationship of Parties.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers or advantages of County employees.

#### 7. 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, (C) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, 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.

#### 8. Assignability and Subcontracting.

Contractor shall not assign this Agreement or any portion thereof to a third party, or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the county's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

#### 9. Insurance.

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the County Manager, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the County Manager with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 County Manager of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) Worker's Compensation and Employer's Liability Insurance. The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's 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.
- (2) Liability Insurance. The 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/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor 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 be not less than the amount specified below.

Such insurance shall include:

(a)	Comprehensive General Liability	\$1,000,000
(b)	Motor Vehicle Liability Insurance	\$0
(C)	Professional Liability	\$1,000,000

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 the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the 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.

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, the County of San Mateo 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.

## 10. Compliance with laws; payment of Permits/Licenses.

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, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and 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.

In the event of a conflict between the terms of this Agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

## 11. Non-Discrimination.

- A. Section 504 applies only to Contractor who are providing services to members of the public. Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract (this paragraph needed only if services provided to members of the public).
- B. General non-discrimination. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. Equal employment opportunity. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. Violation of Non-discrimination provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$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 section, the County Manager shall have the authority to examine Contractors employment records with respect to compliance with this paragraph and/or to 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.

- 4 -

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 30 days of such filing, provided that within such 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 their response to the Complaint when filed.

- E. Compliance with Equal Benefits Ordinance. 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.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

## 12. Retention of Records.

Contractor shall maintain all required records for three years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

#### 13. Merger Clause.

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

#### 14. 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.

#### 15. Notices.

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

## In the case of County, to:

San Mateo County AIDS Program 225 37<sup>th</sup> Avenue San Mateo, CA 94403

#### In the case of Contractor, to:

Community Dental Care, Inc., a California Nonprofit Corporation Gene Gowdey, DDS 5006 Crest Drive Sacramento, CA 95835

- 5 -

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

COUNTY OF SAN MATEO

By:\_\_\_\_\_

- 6' -

Mark Church, President, Board of Supervisors

Date:\_

ATTEST:

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

COMMUNITY DENTAL CARE, INC., A CALIFORNIA NONPROFIT CORPORATION

y, DDS, MA 0 Contractor's Signature

04 Date:

Long Form Agreement/Non Business Associate

## EXHIBIT "A"

# COMMUNITY DENTAL CARE, A CALIFORNIA NONPROFIT CORPORATION

# MARCH 1, 2004 THROUGH FEBRUARY 28, 2005

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

## 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 be responsible for ensuring adequate staff, dental instruments, and supplies are available for the provision of services at all service sites.
- D. 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.
- E. Contractor shall establish a new site to provide dental services in the central or northern part of San Mateo County, no later than August 31, 2004.
- F. 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.

- G. Provide evidence of Denti-Cal billing to show compliance with Exhibit A, Section I, Services, paragraph B. This evidence shall be submitted to County on a monthly basis.
- H. 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. 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, 2005.
- D. Final Narrative Report due by April 1, 2005. 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, 2005.
- F. CPA Audit due one hundred eighty (180) days after the end of Contractor's fiscal year.

# IV. GENERAL

A. Contractor shall participate in County's "AIDS Program County-Wide Client Needs and Satisfaction Survey," if such participation is requested by County.

- B. Contractor shall comply with the annual AIDS Program site visit.
- C. Contractor shall send a representative to all case management conferences facilitated by County if such participation is required.
- D. Contractor is required to send a representative to all AIDS Program Partnership Roundtable meetings.
- E. Contractor shall have appropriate procedures to prevent unauthorized disclosure of confidential information. Personally identifying information developed or acquired by Contractor shall be confidential and shall not be disclosed, except as otherwise provided by law for public health purposes by court order, or pursuant to written authorization by the person who is the subject of the record or by his or her guardian or conservator. Contractor is responsible for complying with all applicable state and federal statutes regarding confidentiality and HIV/AIDS, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.
- F. Contractor agrees to acknowledge in all materials produced pursuant to this Agreement, the contribution in whole or in part, of County, State, and Federal funding sources as applicable. In addition, any copyrighted or copyrightable works developed under this Agreement shall be subject to royalty free, non-exclusive and irrevocable license to the government to reproduce, publish or otherwise use them and to authorize others to do so for Federal, State and County government purposes. Income earned from any copyrightable work developed under this grant must be used as program income.
- G. County may terminate this Agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with the work in any manner deemed proper by County. The cost to County shall be deducted from any sum due Contractor under this Agreement, and the balance, if any, shall be paid Contractor upon demand
- H. Contractor certifies that to the best of his knowledge and belief i) no County. State or Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Agreement; ii) If any funds other than County. State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

By signing the contract, Contractor certifies to the best of his or her knowledge and belief that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. (Required by NNA Amendment 1, Exhibit B, Paragraph 1.)

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J. Contractor shall not claim reimbursement from County or apply sums received from County with respect to that portion of its obligations which has been paid by another source of revenue. Contractor shall not charge County for services which clients were entitled to receive regardless of this Agreement. Contractor shall submit no claim to, demand, or otherwise collect reimbursement from, individuals served under this contract (or persons acting on their behalf) for any services reimbursed in whole or in part under this contract, except to collect co-payment, or share of cost as allowed by regulations specific to funding sources.

K. Contractor shall make all reasonable efforts to ensure that no conflict of interest exists for its officers, agents, or employees. Contractor shall prevent employees, consultants, or members of governing bodies from using their position for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family business or other ties. If County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest may be disallowed and recovered by County or the Department of Health and any such conflict may constitute grounds for termination of this contract.

L. Contractor agrees to establish and maintain a written Client Grievance Procedure, which is to be submitted to, and approved by the County.

- M. Contractor shall retain any property acquired with funds under this Agreement as long as there is a need for the property to accomplish the purpose of the program. For disposition of equipment or furniture with a unit cost of FIVE HUNDRED DOLLARS (\$500) or more and a life expectancy of one or more years, Contractor shall request disposition instructions from County.
- N. Contractor shall annually have its financial records audited by a Certified Public Accountant and a copy of said audit report shall be submitted to County within one hundred eighty (180) days of the end of Contractor 's fiscal year. Should Contractor expend a combined total of all federal awards that exceeds THREE HUNDRED THOUSAND DOLLARS (\$300,000) during Contractor's fiscal year, this audit must also meet the requirements of the Federal Single Audit Act and the Federal Office of Management Budget (OMB Circular A-133.
- O. In the event Contractor claims or receives payment from County for a service, reimbursement which is later disallowed by County, the State of California, or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other Agreement.

#### EXHIBIT "B"

# COMMUNITY DENTAL CARE, A CALIFORNIA NONPROFIT CORPORATION

# MARCH 1, 2004 - FEBRUARY 28, 2005

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

#### PAYMENTS

County shall compensate Contractor for the services stated in "Exhibit A" in payments for UOS provided, beginning March 1, 2004 and ending February 28, 2005. 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).

# P.01/01

# COUNTY OF SAN MATEO AIDS PROGRAM M E M O R A N D U M

Number of pages faxed  $\mathcal{I}$ .

DATE: January 27, 2004

TO: Priscilla Morse, Risk Manager - X4610, Fax 363-4864, Pony EPS-163

FROM: Mania Gonzalez - 573-2031, FAX 573-2875 PONY – PBH 328

No

3

SUBJECT: Contract Insurance Approval

**CONTRACTOR NAME:** 

Community Dental Care, Inc., a California Nonprofit Corporation

DO THEY TRAVEL?:

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES:

**DUTIES (SPECIFIC):** 

Contractor will provide dental services to clients of the HIV/AIDS Program

approve

norse

wajve

modify

COVERAGE:

Comprehensive General Liability

Motor Vehicle Liability

Professional Liability

Worker's Compensation

**REMARKS/COMMENTS** 

Amount

SIGNATURE

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DATE

1-27-04

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COMMUNITY DENTAL CARE

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PAGE 02/02

# IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

#### DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the Issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PAGE.02

# 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)

 $\sim$  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.

ene Gow drey, DDS, MA Name of 504 Person - Type or Print 5006 Crest Drive Community Dental Care, Inc., a California Nonprofit Corporation Street Address or PO Box Name of Contractor(s) - Type or Print

Sacramento	CA	95835	
City	State	Zip Code	

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

<u>Signature and Title of Authorized Official Director</u>

\*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."

	······		Community Dental Care / San Mateo Units of Service (UOS) Schedule
Location	ADA	UOS	Description
SM	120		Periodic oral examination
SM	140]		Limited oral evaluation - problem focused
SM	150		Comprehensive oral evaluation
SM	160	2.5	Detailed and extensive oral evaluation - problem-focused, by report
SM	210	1	Intraoral-complete series (including bitewings)
ISM	220		Intraoral-periapical-first film
ISM	230	0.25	Intraoral-periapical-each additional film
ISM	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		Caries susceptibility tests
SM	460		Pulp vitality tests
SM	470		Diagnostic casts
SM	471		Diagnostic photographs
SM	501		Histopathologic examinations
SM	502		Other oral pathology procedures, by report
SM	1110		Prophylaxis-adult
SM	1120		Prophylaxis-child
SM .	1201		Topical application of fluoride (including prophylaxis)-child
SM	1203		Topical application of fluoride (prophylaxis not included)-child
SM	1204		Topical application of fluoride (prophylaxis not included)-adult
SM	1205		Topical application of fluoride (including prophylaxis)-adult
SM	1310		Nutritional counseling for the control of dental disease
SM	1320		Tobacco counseling for the control and prevention of oral disease
ISM ISM	1330	0.75	Oral hygiene instructions
SM	1351 1510		Space maintainer-fixed-unilateral
SM	1515		Space maintainer-fixed-bilateral
SM	1510		Space maintainer-removable-unilateral
SM	1525		Space maintainer-removable-bilateral
SM	1550		Recementation of space maintainer
SM	2110		Amalgam-one surface, primary
SM	2120		Amalgam-two surfaces, primary
SM	2130		Amalgam-three surfaces, primary
SM	2131		Amalgam-four or more surfaces, primary
SM	2140	1	Amaigam-one surface, permanent
SM	2150		Amaigam-two surfaces, permanent
SM	2160		Amaigam-three surfaces, permanent
SM	2161		Amalgam-four or more surfaces, permanent
SM	2330	<u> </u>	Resin-one surface, anterior
SM	2331		Resin-two surfaces, anterior
SM	2332	in the second	Resin-three surfaces, anterior
SM	2335		Resin-four or more surfaces or involving incisal angle (anterior)
SM	2336		Composite resin crown-anterior-primary
SM	2380		Resin-one surface, posterior-primary
ISM ISM	2381 2382		Resin-two surfaces, posterior-primary Resin-three or more surfaces, posterior-primary
ISM	2382		Resin-one surface, posterior-permanent
ISM	2385		Resin-one surface, posterior-permanent
ISM	2380		Resin-two sonaces, posterior-permanent
SM	2510		Inlay-metallic-one surface
SM	2520		Iniay-metallic-two surfaces
SM	2530		Inlay-metallic-three or more surfaces
SM	2543		5 Onlay-metallic-three surfaces
ISM	2544		5 Onlay-metallic-four or more surfaces
SM	2610		Inlay-porcelain/ceramic-one surface
SM	2620		5 Inlay-porcelain/ceramic-two surfaces

SM	2630		Inlay-porcelain/ceramic-three or more surfaces
SM	2642		Onlay-porcelain/ceramic-two surfaces
SM	2643	7.25	Onlay-porcelain/ceramic-three surfaces
SM	2644		Onlay-porcelain/ceramic-four or more surfaces
SM	2650		Inlay-composite/resin-one surface (laboratory processed)
ISM	2651		Inlay-composite/resin-two surfaces (laboratory processed)
SM	2652		Inlay-composite/resin-three or more surfaces (laboratory processed)
SM	2662		Onlay-composite/resin-two surfaces (laboratory processed)
ISM	2663	7	Onlay-composite/resin-three surfaces (laboratory processed)
SM	2664		Onlay-composite/resin-four or more surfaces (laboratory processed)
SM	2710		Crown-resin (laboratory)
SM	2720		Crown-resin with high noble metal
SM	2721		Crown-resin with predominantly base metal
SM	2722		Crown-resin with noble metal
SM	2740		Crown-Porcelain/ceramic substrate
SM	2750		Crown-porcelain fused to high noble metal
SM	2751	7.25	Crown-porcelain fused to predominantly base metal
SM	2752	7.75	Crown-porcelain fused to noble metal
SM	2790		Crown-full cast high noble metal
SM	2791		Crown-full cast predominantly base metal
SM	2792		Crown-full cast noble metal
SM	2810		Crown-3/4 cast metallic
SM	2910	_	Recement inlay
SM	2920		Recement crown
SM	2930		Prefabricated stainless steel crown- primary tooth
SM	2931		Prefabricated stainless steel crown-permanent tooth
ISM	2932		Prefabricated resin crown
ISM			
	2933		Prefabricated stainless steel crown with resin window
SM	2940		Sedative filling
ISM	2950		Core buildup, including any pins
SM	2951		Pin retention-per tooth, in addition to restoration
SM.	2952		Cast post and core in addition to crown
SM	2954		Prefabricated post and core in addition to crown
SM	2955		Post removal (not in conjunction with endodontic therapy)
ISM	2960	4.75	Labial veneer (laminate)-chairside
SM	2961		Labial veneer (resin laminate)-laboratory
SM	2962		Labial veneer (porcelain laminate)-laboratory
SM	2970	2.75	Temporary crown (fractured tooth)
SM	2980	2.75	Crown repair, by report
SM	3110	0.75	Pulp cap-direct (excluding final restoration)
SM	3120	1	Pulp cap-indirect (excluding final restoration)
SM	3220	1.5	Therapeutic pulpotomy (excluding final restoration)
ISM	3230	3.75	Pulpal therapy (resorbable filling) - anterior, primary tooth (excluding final restoration)
SM	3240	4	Pulpal therapy (resorbable filling) - posterior, primary tooth (excluding final restoration)
SM	3310		Anterior Root Canal (excluding final restoration)
SM	3320		Bicuspid Root Canal (excluding final restoration)
SM	3330		Molar Root Canal (excluding final restoration)
SM	3346		Retreatment of previous root canal therapy - anterior
ISM	3347		Retreatment of previous root canal therapy - bicuspid
ISM	3348		Retreatment of previous root canal therapy - molar
SM	3351		Apexification/recalcification- initial visit (apical closure/calcific repair of perforations, root resorption, etc.)
ISM	3352	2.25	Apexification/recalcification-interim medication replacement (apical closure/calcific repair of perforations, root re
SM	3353	2 75	Apexification/recalcification-final visit (includes completed root canal therapy-apical closure/calcific repair of performance
			Apexincation/recalcincation-inal visit (includes completed root canal therapy-apical closure/calcitic repair of pen Apicoectomy/Periradicular surgery- anterior
ISM	3410		
			Apicoectomy/Periradicular surgery- bicuspid (first root)
ISM	3425		Apicoectomy/Periradicular surgery- molar (first root)
SM	3426		Apicoectomy/Periradicular surgery (each additional root)
ISM	3430		Retrograde filling- per root
ISM	3450		Root amputation- per root
SM	3460		Endodontic endosseous implant
SM	3470		Intentional reimplantation (including necessary splinting)
SM	3910		Surgical procedure for isolation of tooth with rubber dam
SM	3920		Hemisection (including any root removal), not including root canal therapy
SM	3950		Canal preparation and fitting of preformed dowel or post
SM	4210		Gingivectomy or gingivoplasty-per quadrant
SM	4211	2.75	Gingivectomy or gingiveplasty-per tooth

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SM	4220	4/Gingival curettage, surgical, per quadrant, by report
SM	4240	6.5 Gingival flap procedure, including root planing-per quadrant
SM	4249	5.751 Clinical crown lengthening - hard tissue
SM	4250	9.251Mucogingival surgery-per quadrant
ISM	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-intracoronal
SM	4321	5.25 Provisional splinting-extracoronal
ISM	4341	2.25 Periodontal scaling and root planing-per quadrant
ISM	4355	3.25/Full mouth debridement to enable comprehensive periodontal evaluation and diagnosis
ISM	4381	2.5/Localized delivery of chemotherapeutic agents via a controlled release vehicle, by report
ISM	4910	1.25/Periodontal maintenance procedures (following active therapy)
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ISM	4920	1 Unscheduled dressing change (by someone other than treating dentist)
ISM	5110	12.25 Complete denture - maxillary
SM	5120	12.25 Complete denture - mandibular
ISM	5130	12.25 immediate denture - maxiliary
SM	5140	12.25 Immediate denture - mandibular
ISM ·	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 Maxiliary partial denture - cast metal framework with resin denture bases
SM	5214	12.75 Mandibular partial denture - cast metal framework with resin denture bases
ISM	5281	9 Removable unilateral partial denture - one piece cast metal (including clasps and teeth)
SM	5410	0.75 Adjust complete denture - maxiliary
ISM	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)
ISM	5610	1.75 Repair resin denture base
SM	5620	2.25/Repair cast framework
SM	5630	2 Repair or replace broken clasp
ISM	5640	1.5 Replace broken teeth-per tooth
ISM	5650	1.75 Add tooth to existing partial denture
ISM	5660	2.25 Add clasp to existing partial denture
SM	5710	4.5 Rebase complete maxillary denture
ISM	5711	4.5 Rebase complete mandibular denture
ISM	5720	4.25 Rebase maxillary partial denture
SM	5721	4.25 Rebase maximaly partial denture
ISM	5730	2.75[Reline complete maxillary denture (chairside)
ISM	5731	2.75 Reline complete maxima y dentitle (chaiside)
SM	5740	2.75 Reline maxillary partial denture (chairside)
SM	5741	2.75 Reline mandibular partial denture (chairside) 3.75 Reline complete maxillary denture (laboratory)
SM		
SM	5751	3.75 Reline complete mandibular denture (laboratory)
SM	5760	
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)
ISM	5820	7.25 Interim partial denture (maxillary)
SM	5821	7.25 Interim partial denture (mandibular)
SM	<u>5850</u>	2 Tissue conditioning, maxillary
SM	5851	2 Tissue conditioning, mandibular
SM	5860	
SM	; 5861	14.75 Overdenture-partial, by report
SM	5862	9 Precision attachment, by report
SM	5982	4.25 Surgical stent
SM	5986	
SM	5988	
SM	6210	
SM	6211	7 Pontic-cast predominantly base metal
SM	6212	
SM	6240	
SM	6241	

	62421	7 751	Postio percelois funct to poble motol
SM	625D		Pontic-porcelain fused to noble metal
	6251		
SM			Pontic-resin with predominantly base metal
SM	6252		Pontic-resin with noble metal
SM	6520		Inlay-metallic-two surfaces
SM	6530		Inlay-metallic-three or more surfaces
SM	6543		Onlay-metallic-three surfaces
SM	6544		Onlay-metallic-four or more surfaces
SM	6545	the second s	Retainer-cast metal for resin bonded fixed prosthesis
SM	6720		Crown-resin with high noble metal
SM	6721		Crown-resin with predominantly base metal
SM	6722	8	Crown-resin with noble metal
SM	6750	8.25	Crown-porcelain fused to high noble metal
SM	6751		Crown-porcelain fused to predominantly base metal
SM .	6752	7.75	Crown-porcelain fused to noble metal
SM	6780	8.25	Crown-3/4 cast high noble metal
SM	6790	8	Crown-full cast high noble metal
SM	6791	7.25	Crown-full cast predominantly base metal
SM	6792	7.75	Crown-full cast noble metal
SM	6920	7.75	Connector bar
SM	6930	1.25	Recement fixed partial denture
SM	6940		Stress breaker
SM	6950		Precision attachment
SM	6970		Cast post and core in addition to fixed partial denture retainer
SM	6971		Cast post as part of fixed partial denture retainer
SM	69721		Prefabricated post and core in addition to fixed partial denture retainer
SM	6973		Core build up for retainer, including any pins
SM	6975		Coping-metal
SM	6980	5.5	Fixed partial denture repair, by report
SM	7110		Single tooth extraction
SM	7120		Each additional tooth extraction
SM	7130		Root removal-exposed roots D295
SM	7210		Surgical removal of erupted tooth requiring elevation of mucoperiosteal flap and removal of bone
SM	7220		Removal of impacted tooth-soft tissue
SM	7230	مستنيب م	Removal of impacted tooth-partially bony
SM	7240		Removal of impacted tooth-completely bony
SM	7241		Removal of impacted tooth-completely bony, with unusual surgical complications
SM	7250		Surgical removal of residual tooth roots (cutting procedure)
SM	7260		Oroantral fistula closure
SM	7270	5.25	Tooth reimplantation and/or stabilization of accidentally evulsed or displace tooth
SM	7272		Tooth transplantation (includes reimplantation from one site to another site)
SM	7285		Biopsy of oral tissue-hard
SM	7286	2.25	Biopsy of oral tissue-soft
SM	7310		Alveoloplasty in conjunction with extractions-per quadrant
SM	7320	4	Alveoloplasty not in conjunction with extractions-per quadrant
SM	7340		Vestibuloplasty-ridge extension (secondary epithelialization)
SM	7350		Vestibuloplasty-ridge extension (including soft tissue grafts)
SM	7430		Excision of benign tumor-lesion diameter up to 1.25 cm
SM	7431		Excision of benign tumor-lesion diameter greater than 1.25 cm
SM	7440		Excision of malignant tumor-lesion diameter up to 1.25 cm
SM	7441		Excision of malignant tumor-lesion diameter greater than 1.25 cm
SM	7450		Removal of odontogenic cyst or tumor-lesion diameter up to 1.25 cm.
SM	7451		Removal of odontogenic cyst or tumor-lesion diameter greater than 1.25 cm
ISM	7460		Removal of nonodontogenic cyst or tumor-lesion diameter up to 1.25 cm
SM	7461		Removal of nonodontogenic cyst or tumor-lesion diameter greater than 1.25 cm
ISM	7465		Destruction of lesion(s) by physical or chemical methods, by report
SM	7470		Removal of exostosis-maxilla or mandible
SM	7510		Incision and drainage of abscess-intraoral soft tissue
SM	7520		Incision and drainage of abscess-extraoral soft tissue
ISM	7530		Removal of foreign body, skin, or subcutaneous areolar tissue
SM	7540		Removal of reaction-producing foreign bodies-musculoskeletal system
ISM	7550		Sequestrectomy for osteomyelitis
	7560		Maxillary sinusotomy for removal of tooth fragment or foreign body
ISM			
ISM ISM			Suture of recent small wounds up to 5 cm
SM SM ISM	7910	3.2	Suture of recent small wounds up to 5 cm Complicated suture-up to 5 cm

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SM	7960	41	Frenulectomy (frenectomy or frenotomy)-separate procedure
	7970		Excision of hyperplastic tissue-per arch
SM			
SM	7971		Excision of pericoronal gingiva
ISM	9110	1	Palliative (emergency) treatment of dental pain-minor procedure
SM	9215	0.75	Local anesthesia
SM	9230	0.75	Analgesia
SM	9240		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		Occlusal adjustment-complete
SM	9970	2.25	Enamel microabrasion
SM	9999	0	Encounter
SM ISM	9952 9970	5.75 2.25	Occlusal adjustment-complete Enamel microabrasion