

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

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, 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;

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

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

1. Exhibits and Attachments.

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-EIGHT THOUSAND SEVEN
HUNDRED SEVENTY-FOUR DOLLARS (\$198,774).

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this agreement shall be
from March 1, 2005 through February 28, 2006.

This Agreement may be terminated by Contractor, the Director of the Health Department 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 | \$1,000,000 |
| (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.
- 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.

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, Right to monitor and Audit

(a) Contractor shall maintain all required records for three (3) 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.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.

(c) Contractor agrees to provide to County, to any Federal or State Department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine 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.

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 37th 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

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

COUNTY OF SAN MATEO

By: _____
Richard S. Gordon, President, Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

COMMUNITY DENTAL CARE, INC.
A CALIFORNIA NONPROFIT CORPORATION

Gene Glowdey, DDS, MA
Contractor's Signature

Date: 5/26/05

EXHIBIT "A"

COMMUNITY DENTAL CARE, INC., A CALIFORNIA NONPROFIT CORPORATION MARCH 1, 2005 THROUGH FEBRUARY 28, 2006

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 twenty (120) unduplicated clients with written verification of a diagnosis of HIV/AIDS. A Unit of Service (UOS) shall be defined as ONE HUNDRED THIRTEEN DOLLARS THIRTY CENTS (\$113.30) worth of dental services. This Agreement will provide for approximately one thousand seven hundred fifty-four (1,754) 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, 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 continue to provide dental services in the central or northern part of San Mateo County at least one (1) day per week.
- 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-seven percent (97%) 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 (3rd) quarter of the contract year and include the result in Contractor's third (3rd) Quarter Report.
- B. Ninety-eight percent (98%) 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 (3rd) quarter of the contract year. The results of this survey shall be tabulated by Contractor and included in Contractor's third (3rd) Quarter Report.

III. REPORTING

- A. Quarterly Program Report forms are due by the fifteenth (15th) day of the month following each quarter. For this reporting, a UOS shall be ONE HUNDRED THIRTEEN DOLLARS THIRTY CENTS (\$113.30). 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 (15th) 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, 2006.
- D. Final Narrative Report due by April 1, 2006. 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, 2006.
- 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.
- I. 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.)

- 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.
- P. Contractor shall maintain all required records for five years after the County makes final payment or after the final audit has been resolved, whichever occurs last; records shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

EXHIBIT "B"

COMMUNITY DENTAL CARE, INC., A CALIFORNIA NONPROFIT CORPORATION MARCH 1, 2005 - FEBRUARY 28, 2006

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, 2005 and ending February 28, 2006. Each UOS will be paid at ONE HUNDRED THIRTEEN DOLLARS THIRTY CENTS (\$113.30). Contractor shall provide approximately one thousand seven hundred fifty-four (1,754) UOS. Not more than nine percent (9%) of the value of each UOS shall be used for indirect costs for this project. 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-EIGHT THOUSAND SEVEN HUNDRED SEVENTY-FOUR DOLLARS (\$198,774).

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

5006 Crest Drive
Street Address or PO Box

Sacramento
City

CA 95835
State Zip Code

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

5/26/05
Date

Gene Gowdey - Executive
Signature and Title of Authorized Official 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	2630	7.25	Inlay-porcelain/ceramic-three or more surfaces
SM	2642	7.75	Onlay-porcelain/ceramic-two surfaces
SM	2643	7.25	Onlay-porcelain/ceramic-three surfaces
SM	2644	7.75	Onlay-porcelain/ceramic-four or more surfaces
SM	2650	6	Inlay-composite/resin-one surface (laboratory processed)
SM	2651	6.75	Inlay-composite/resin-two surfaces (laboratory processed)
SM	2652	7	Inlay-composite/resin-three or more surfaces (laboratory processed)
SM	2662	7	Onlay-composite/resin-two surfaces (laboratory processed)
SM	2663	7	Onlay-composite/resin-three surfaces (laboratory processed)
SM	2664	9.5	Onlay-composite/resin-four or more surfaces (laboratory processed)
SM	2710	6.25	Crown-resin (laboratory)
SM	2720	8.75	Crown-resin with high noble metal
SM	2721	7.25	Crown-resin with predominantly base metal
SM	2722	7.75	Crown-resin with noble metal
SM	2740	7.75	Crown-Porcelain/ceramic substrate
SM	2750	8	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	7.75	Crown-full cast high noble metal
SM	2791	6.75	Crown-full cast predominantly base metal
SM	2792	7.75	Crown-full cast noble metal
SM	2810	7.75	Crown-3/4 cast metallic
SM	2910	1	Recement inlay
SM	2920	1	Recement crown
SM	2930	2.25	Prefabricated stainless steel crown- primary tooth
SM	2931	2.75	Prefabricated stainless steel crown-permanent tooth
SM	2932	2.75	Prefabricated resin crown
SM	2933	2.75	Prefabricated stainless steel crown with resin window
SM	2940	1	Sedative filling
SM	2950	2.25	Core buildup, including any pins
SM	2951	0.75	Pin retention-per tooth, in addition to restoration
SM	2952	3.75	Cast post and core in addition to crown
SM	2954	2.5	Prefabricated post and core in addition to crown
SM	2955	2.25	Post removal (not in conjunction with endodontic therapy)
SM	2960	4.75	Labial veneer (laminate)-chairside
SM	2961	5.5	Labial veneer (resin laminate)-laboratory
SM	2962	6.75	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)
SM	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	4.5	Anterior Root Canal (excluding final restoration)
SM	3320	5.25	Bicuspid Root Canal (excluding final restoration)
SM	3330	6.75	Molar Root Canal (excluding final restoration)
SM	3346	5.25	Retreatment of previous root canal therapy - anterior
SM	3347	5.75	Retreatment of previous root canal therapy - bicuspid
SM	3348	7.25	Retreatment of previous root canal therapy - molar
SM	3351	2.75	Apexification/recalcification- initial visit (apical closure/calific repair of perforations, root resorption, etc.)
SM	3352	2.25	Apexification/recalcification-interim medication replacement (apical closure/calific repair of perforations, root re
SM	3353	3.75	Apexification/recalcification-final visit (includes completed root canal therapy-apical closure/calific repair of perf
SM	3410	4.25	Apicoectomy/Periradicular surgery- anterior
SM	3421	5.25	Apicoectomy/Periradicular surgery- bicuspid (first root)
SM	3425	6	Apicoectomy/Periradicular surgery- molar (first root)
SM	3426	3.5	Apicoectomy/Periradicular surgery (each additional root)
SM	3430	3.25	Retrograde filling- per root
SM	3450	3.75	Root amputation- per root
SM	3460	11.5	Endodontic endosseous implant
SM	3470	7.75	Intentional reimplantation (including necessary splinting)
SM	3910	1.75	Surgical procedure for isolation of tooth with rubber dam
SM	3920	4	Hemisection (including any root removal), not including root canal therapy
SM	3950	2.25	Canal preparation and fitting of preformed dowel or post
SM	4210	5.75	Gingivectomy or gingivoplasty-per quadrant
SM	4211	2.75	Gingivectomy or gingivoplasty-per tooth

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-intracoronar
SM	4321	5.25 Provisional splinting-extracoronar
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	6242	7.75	Pontic-porcelain fused to noble metal
SM	6250	8.25	Pontic-resin with high noble metal
SM	6251	7.5	Pontic-resin with predominantly base metal
SM	6252	8	Pontic-resin with noble metal
SM	6520	8.25	Inlay-metallic-two surfaces
SM	6530	7	Inlay-metallic-three or more surfaces
SM	6543	8.25	Onlay-metallic-three surfaces
SM	6544	8.75	Onlay-metallic-four or more surfaces
SM	6545	6.5	Retainer-cast metal for resin bonded fixed prosthesis
SM	6720	8.5	Crown-resin with high noble metal
SM	6721	7.75	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	7	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	4.25	Stress breaker
SM	6950	6.25	Precision attachment
SM	6970	3.75	Cast post and core in addition to fixed partial denture retainer
SM	6971	3.75	Cast post as part of fixed partial denture retainer
SM	6972	2.75	Prefabricated post and core in addition to fixed partial denture retainer
SM	6973	2.5	Core build up for retainer, including any pins
SM	6975	5.5	Coping-metal
SM	6980	5.5	Fixed partial denture repair, by report
SM	7110	1.25	Single tooth extraction
SM	7120	1	Each additional tooth extraction
SM	7130	1.75	Root removal-exposed roots D295
SM	7210	2.25	Surgical removal of erupted tooth requiring elevation of mucoperiosteal flap and removal of bone
SM	7220	2.75	Removal of impacted tooth-soft tissue
SM	7230	3.25	Removal of impacted tooth-partially bony
SM	7240	3.75	Removal of impacted tooth-completely bony
SM	7241	4.75	Removal of impacted tooth-completely bony, with unusual surgical complications
SM	7250	2.5	Surgical removal of residual tooth roots (cutting procedure)
SM	7260	14	Oroantral fistula closure
SM	7270	5.25	Tooth reimplantation and/or stabilization of accidentally avulsed or displace tooth
SM	7272	11.75	Tooth transplantation (includes reimplantation from one site to another site)
SM	7285	2.75	Biopsy of oral tissue-hard
SM	7286	2.25	Biopsy of oral tissue-soft
SM	7310	2.75	Alveoloplasty in conjunction with extractions-per quadrant
SM	7320	4	Alveoloplasty not in conjunction with extractions-per quadrant
SM	7340	17	Vestibuloplasty-ridge extension (secondary epithelialization)
SM	7350	29.5	Vestibuloplasty-ridge extension (including soft tissue grafts)
SM	7430	4.25	Excision of benign tumor-lesion diameter up to 1.25 cm
SM	7431	7.25	Excision of benign tumor-lesion diameter greater than 1.25 cm
SM	7440	12	Excision of malignant tumor-lesion diameter up to 1.25 cm
SM	7441	20.25	Excision of malignant tumor-lesion diameter greater than 1.25 cm
SM	7450	4	Removal of odontogenic cyst or tumor-lesion diameter up to 1.25 cm
SM	7451	8.75	Removal of odontogenic cyst or tumor-lesion diameter greater than 1.25 cm
SM	7460	6.25	Removal of nonodontogenic cyst or tumor-lesion diameter up to 1.25 cm
SM	7461	10	Removal of nonodontogenic cyst or tumor-lesion diameter greater than 1.25 cm
SM	7465	6.75	Destruction of lesion(s) by physical or chemical methods, by report
SM	7470	6.5	Removal of exostosis-maxilla or mandible
SM	7510	2	Incision and drainage of abscess-intraoral soft tissue
SM	7520	4.25	Incision and drainage of abscess-extraoral soft tissue
SM	7530	3.25	Removal of foreign body, skin, or subcutaneous areolar tissue
SM	7540	7	Removal of reaction-producing foreign bodies-musculoskeletal system
SM	7550	11.25	Sequestrectomy for osteomyelitis
SM	7560	17.25	Maxillary sinusotomy for removal of tooth fragment or foreign body
SM	7910	3.25	Suture of recent small wounds up to 5 cm
SM	7911	6.75	Complicated suture-up to 5 cm
SM	7912	14.5	Complicated suture-greater than 5 cm

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