

1                                   AGREEMENT FOR PROVISION OF  
2                                   SPECIALTY DENTAL SERVICES

3                                   BETWEEN

4                                   COUNTY OF ORANGE

5                                   AND

6                                   SHARE OUR SELVES FREE CLINIC, INC.

7                                   OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2011 ~~JUNE 30, 2010~~

8  
9           THIS AGREEMENT (Agreement) entered into this September 15<sup>th</sup> 2009, which date is enumerated  
10 for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and  
11 SHARE OUR SELVES FREE CLINIC, INC., a California nonprofit corporation (CONTRACTOR).  
12 This Agreement shall be administered by the County of Orange Health Care Agency  
13 (ADMINISTRATOR).

14  
15                                   **W I T N E S S E T H:**

16  
17           WHEREAS, COUNTY will receive Tobacco Settlement Revenues; and

18           WHEREAS, COUNTY and the health care community have identified a need for Specialty Dental  
19 Services to the residents of Orange County as specified herein; and

20           WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of said Specialty  
21 Dental Services described herein; and

22           WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and  
23 conditions hereinafter set forth:

24           NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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**REFERENCED CONTRACT PROVISIONS**

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2  
3 **Term:** October 1, 2009 through September 30, 2011 ~~June 30, 2010~~

4  
5 **Total Maximum Obligation:**            \$150,000            ~~\$100,000~~

6  
7 **Basis for Reimbursement:**            Actual Cost

8 **Payment Method:**                        Provisional Amount

9  
10 **Notices to COUNTY and CONTRACTOR:**

11  
12 **COUNTY:**                                County of Orange  
13    Health Care Agency  
14    Manager, Medical and Institutional Health Services Operations  
15    405 West 5th Street, Room 718  
16    Santa Ana, CA 92701-4637

17  
18 **CONTRACTOR:** Attention: Karen Harrington  
19    Share Our Selves Free Clinic, Inc.  
20    1550 Superior Ave.  
21    Costa Mesa, CA 92627

22  
23 **CONTRACTOR'S Insurance Coverages:**

24  
25    Coverage    Minimum Limits  
26 Workers' Compensation    Statutory  
27 Employer's Liability Insurance    \$1,000,000 per occurrence  
28 Professional Liability Insurance    \$1,000,000 per claims made or per occurrence  
29 Comprehensive General Liability Insurance    \$2,000,000

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1 **I. ALTERATION OF TERMS**

2 This Agreement, together with Exhibit A, attached hereto and incorporated herein by reference,  
3 fully expresses all understanding of COUNTY and CONTRACTOR with respect to the subject matter of  
4 this Agreement, and shall constitute the total Agreement between the parties for these purposes. No  
5 addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless  
6 made in writing and formally approved and executed by both parties.

7  
8 **II. COMPLIANCE**

9 A. COUNTY'S Health Care Agency (HCA) has established a Compliance Program for the purpose  
10 of ensuring adherence to all rules and regulations related to federal and state health care programs.

11 1. CONTRACTOR may adopt HCA's Compliance Program or establish its own. If  
12 CONTRACTOR has established its own Compliance Program, CONTRACTOR shall acknowledge  
13 existence of HCA's Compliance Program and shall provide certification to ADMINISTRATOR that  
14 CONTRACTOR shall operate its own Compliance Program and shall ensure that its employees,  
15 subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agent, if  
16 appropriate, ("Covered Individuals") are made aware of CONTRACTOR'S Compliance Program  
17 policies and procedures.

18 2. If CONTRACTOR elects to adopt HCA's Compliance Program, ADMINISTRATOR shall  
19 provide CONTRACTOR with a copy of the relevant HCA Policies and Procedures relating to the Office  
20 of Compliance. CONTRACTOR shall ensure that Covered Individuals relative to this Agreement are  
21 made aware of these Policies and Procedures.

22 B. CODE OF CONDUCT - Under the direction of the HCA Office of Compliance, a Code of  
23 Conduct for adherence by all HCA employees and contract providers has been developed.

24 1. Within thirty (30) calendar days of award of this Agreement, CONTRACTOR has the  
25 option of submitting to ADMINISTRATOR a signed acknowledgement and agreement that  
26 CONTRACTOR shall comply with the HCA Code of Conduct or CONTRACTOR shall submit a copy  
27 of its Code of Conduct to ADMINISTRATOR for review and comparison to federal, state and county  
28 standards by the HCA Compliance Officer.

29 2. If CONTRACTOR elects to submit a copy of its Code of Conduct, HCA's Compliance  
30 Officer shall advise CONTRACTOR of any necessary changes to CONTRACTOR'S Code of Conduct  
31 to meet minimum standards and CONTRACTOR shall either take necessary action to meet said  
32 standards or shall be asked to acknowledge and agree to the HCA Code of Conduct.

33 3. Failure of CONTRACTOR to submit the acknowledgement of the HCA Code of Conduct  
34 or its own Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such  
35 breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds  
36 for termination of this Agreement as to the non-complying party.

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1 C. CONTRACTOR shall screen all Covered Individuals employed or retained to provide services  
2 related to this Agreement to ensure that they are not designated as "Ineligible Persons," as defined  
3 hereunder. Screening shall be conducted against the General Services Administration's List of Parties  
4 Excluded from Federal Programs and the Health and Human Services/Office of Inspector General List  
5 of Excluded Individuals/Entities.

6 1. Ineligible Person shall be any individual or entity who:

7 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the  
8 federal health care programs; or

9 b. has been convicted of a criminal offense related to the provision of health care items or  
10 services and has not been reinstated in the federal health care programs after a period of exclusion,  
11 suspension, debarment, or ineligibility.

12 2. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
13 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
14 Agreement.

15 3. CONTRACTOR shall screen all current Covered Individuals annually unless otherwise  
16 authorized in writing by ADMINISTRATOR, to ensure that they have not become Ineligible Persons.

17 4. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
18 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
19 CONTRACTOR shall notify COUNTY immediately upon such disclosure.

20 5. In addition to screening organizations and vendors under subcontract, CONTRACTOR  
21 shall also request that its subcontractors use their best efforts to verify that they are eligible to participate  
22 in all federal and State of California health programs and have not been excluded or debarred from  
23 participation in any federal or state health care programs, and to further represent to CONTRACTOR  
24 that they do not have any Ineligible Person in their employ or under contract.

25 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing  
26 federal and state funded health care services by contract with COUNTY in the event that they are  
27 currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.  
28 If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,  
29 CONTRACTOR shall remove such individual from responsibility for, or involvement with, HCA  
30 business operations related to this Agreement.

#### 31 D. REIMBURSEMENT STANDARDS

32 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care  
33 claims and billing for same are prepared and submitted in an accurate and timely manner and are  
34 consistent with federal, state and county laws and regulations. This includes compliance with federal  
35 and state health care program regulations and procedures or instructions otherwise communicated by  
36 regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

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1 difference to COUNTY. Such reimbursement shall be made, in cash, with the submission of the  
2 Expenditure and Revenue Report. If such reimbursement is not made by CONTRACTOR within thirty  
3 (30) calendar days after submission of the Expenditure and Revenue Report, COUNTY may, in addition  
4 to any other remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the  
5 reimbursement due COUNTY.

6 C. If the Expenditure and Revenue Report indicates the services provided in accordance with  
7 Exhibit A to this Agreement, reimbursed at rates specified herein, less applicable revenues, are higher  
8 than the aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay  
9 CONTRACTOR the difference, provided such payment does not exceed the Maximum Obligation as  
10 specified on Page 3 of this Agreement.

11 D. In the event that the term of this Agreement is extended in accordance with the Term Paragraph  
12 of this Agreement, CONTRACTOR shall also submit an Expenditure and Revenue Report to  
13 ADMINISTRATOR within thirty (30) days following June 30, 2010 for services provided during the  
14 period October 1, 2009 through June 30, 2010.

15  
16 **V. DELEGATION AND ASSIGNMENT**

17 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without  
18 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR  
19 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are  
20 approved in writing by COUNTY, meet the requirements of this Agreement as they relate to the service  
21 under subcontract, and include any provisions that COUNTY may require. No subcontract shall  
22 terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.  
23 CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior  
24 written consent of COALITION and approval of COUNTY.

25 B. For CONTRACTORS which are nonprofit corporations, any change from a nonprofit  
26 corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty  
27 percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall  
28 be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a  
29 community clinic/health center to a Federally Qualified Health Clinic and has been so designated by the  
30 Federal Government. Any attempted assignment or delegation in derogation of this paragraph shall be  
31 void. COUNTY may disallow, from payments otherwise due CONTRACTOR, amounts claimed for  
32 subcontracts not approved in accordance with this paragraph.

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1 of bodily injury, medical, professional liability, and property damage. Upon request by  
2 CONTRACTOR, COUNTY shall provide evidence of such insurance.

3 F. All insurance policies except Workers' Compensation and Employer's Liability shall contain the  
4 following clauses:

5 1. "The County of Orange is included as an additional insured with respect to the operations of  
6 the named insured performed under contract with the County of Orange."

7 2. "It is agreed that any insurance maintained by the County of Orange shall apply in excess  
8 of, and not contribute with, insurance provided by this policy."

9 3. "This insurance shall not be canceled, limited or non-renewed until after thirty (30)  
10 calendar days written notice has been given to Orange County HCA/Manager, Medical and Institutional  
11 Health Services Operations, 405 West 5th Street, Room 718, Santa Ana, CA 92701-4637."

12 G. Certificates of Insurance and endorsements evidencing the above coverage and clauses shall be  
13 mailed to COUNTY as referenced on Page 3 of this Agreement.

#### 14 **VIII. INSPECTIONS AND AUDITS**

15 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
16 of the State of California, the Secretary of the United States Department of Health and Human Services,  
17 the Comptroller General of the United States, or any other of their authorized representatives, shall have  
18 access to any books, documents, and records, including but not limited to, medical and client records, of  
19 CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a  
20 beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts  
21 during the periods of retention set forth in the Records Management and Maintenance paragraph of this  
22 Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services  
23 provided pursuant to this Agreement, and the premises in which they are provided.

24 B. CONTRACTOR shall actively participate and cooperate with any person specified in  
25 subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this  
26 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such  
27 evaluation or monitoring.

#### 28 C. AUDIT RESPONSE

29 1. Following an audit report, in the event of non-compliance with applicable laws and  
30 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement  
31 as provided for in the Termination paragraph or direct CONTRACTOR to immediately implement  
32 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in  
33 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

34 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement  
35 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said  
36 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of  
37

1 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement  
 2 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies,  
 3 reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due  
 4 COUNTY.

5 D. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within  
 6 fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,  
 7 financial, programmatic or any other type of audit of CONTRACTOR'S operations, whether or not the  
 8 cost of such operation or audit is reimbursed in whole or in part through this Agreement.

## 10 **IX. LICENSES AND LAW**

11 A. CONTRACTOR, its officers, agents, employees, and subcontractors shall, throughout the term  
 12 of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and  
 13 exemptions necessary for the provision of the services hereunder and required by the laws and  
 14 regulations of the United States, State of California, COUNTY and any other applicable governmental  
 15 agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability  
 16 to obtain or maintain, irrespective of the pendency of any appeal, such permits, licenses, approvals,  
 17 certificates, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

18 B. CONTRACTOR shall comply with all laws, rules or regulations applicable to the services  
 19 provided hereunder, as any may now exist or be hereafter changed.

### 20 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

21 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days  
 22 of the award of this Agreement:

23 a. In the case of an individual contractor, his/her name, date of birth, social security  
 24 number, and residence address;

25 b. In the case of a contractor doing business in a form other than as an individual, the  
 26 name, date of birth, social security number, and residence address of each individual who owns an  
 27 interest of ten percent (10%) or more in the contracting entity;

28 c. A certification that CONTRACTOR has fully complied with all applicable federal and  
 29 state reporting requirements regarding its employees;

30 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage  
 31 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

32 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by  
 33 subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting  
 34 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings  
 35 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement;  
 36 and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute  
 37 grounds for termination of this Agreement.



1 without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,  
 2 national origin, age (40 and over), sexual preference, medical condition, or physical or mental disability.  
 3 Such requirement shall be deemed fulfilled by use of the phrase "an equal opportunity employer" or  
 4 "EOE."

5 3. Each labor union or representative of workers with which CONTRACTOR has a collective  
 6 bargaining agreement or other contract or understanding must post a notice advising the labor union or  
 7 workers' representative of the commitments under this Nondiscrimination paragraph and shall post  
 8 copies of the notice in conspicuous places available to employees and applicants for employment.

9 B. SERVICES, BENEFITS, AND FACILITIES - CONTRACTOR shall not discriminate in the  
 10 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of  
 11 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age  
 12 (40 and over), sexual preference, medical condition, or physical or mental disability in accordance with  
 13 Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964 (42 U.S.C.A.  
 14 §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101) and Title 9, Chapter 4, Subchapter 6  
 15 (§10800, et seq.) of the California Code of Regulations, and all other pertinent rules and regulations  
 16 promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now  
 17 exist or be hereafter amended or changed.

18 1. For the purpose of this subparagraph B., "discrimination" includes, but is not limited to the  
 19 following based on one or more of the factors identified above:

- 20 a. Denying a client or potential client any service, benefit, or accommodation.
- 21 b. Providing any service or benefit to a client which is different or is provided in a  
 22 different manner or at a different time from that provided to other clients.
- 23 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed  
 24 by others receiving any service or benefit.
- 25 d. Treating a client differently from others in satisfying any admission requirement or  
 26 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
 27 any service or benefit.
- 28 e. Assignment of times or places for the provision of services.

29 2. Complaint Process - CONTRACTOR shall establish procedures for advising all clients  
 30 through a written statement that CONTRACTOR'S clients may file all complaints alleging  
 31 discrimination in the delivery of services with CONTRACTOR, ADMINISTRATOR, or the U.S.  
 32 Department of Health and Human Services' Office for Civil Rights. CONTRACTOR'S statement shall  
 33 advise clients of the following:

- 34 a. In those cases where the client's complaint is filed initially with the Office for Civil  
 35 Rights (Office), the Office may proceed to investigate the client's complaint, or the Office may request  
 36 COUNTY to conduct the investigation.

37 //



1 **XIV. SEVERABILITY**

2 If a court of competent jurisdiction declares any provision of this Agreement or application thereof  
3 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any  
4 federal, state, or COUNTY statute, ordinance, or regulation, the remaining provisions of this Agreement  
5 or the application thereof shall remain valid, and the remaining provisions of this Agreement shall  
6 remain in full force and effect, and to that extent the provisions of this Agreement are severable.

7  
8 **XV. SPECIAL PROVISIONS**

9 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following  
10 purposes:

- 11 1. Making cash payments to intended recipients of services through this Agreement.
- 12 2. Lobbying any governmental agency or official or making political contributions.
- 13 CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to  
14 Title 31, U.S.C.A. Section 1352, (e.g., limitation on use of appropriated funds to influence certain  
15 federal contracting and financial transactions).
- 16 3. Supplanting current funding for existing services.
- 17 4. Fundraising.
- 18 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
19 CONTRACTOR'S staff or members of the Board of Directors.
- 20 6. Reimbursement of CONTRACTOR'S members of the Board of Directors for expenses or  
21 services.
- 22 7. Making personal loans to CONTRACTOR'S staff, volunteers, interns, consultants,  
23 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making  
24 salary advances or giving bonuses to CONTRACTOR'S staff.
- 25 8. Paying an individual salary or compensation for services at a rate in excess of the salary  
26 schedule specified by the U.S. Office of Personnel Management.

27 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR  
28 shall not use the funds provided by means of this Agreement for the following purposes:

- 29 1. Purchasing or improving land, including constructing or permanently improving any  
30 building or facility, except for tenant improvements.
- 31 2. Providing inpatient hospital services or purchasing major medical equipment.
- 32 3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal  
33 funds (matching).
- 34 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
35 CONTRACTOR'S clients.
- 36 5. Funding travel or training (excluding mileage or parking) not approved by  
37 ADMINISTRATOR.



1 C. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence  
2 of any of the following events:

- 3 1. The loss by CONTRACTOR of legal capacity.
- 4 2. Cessation of services.
- 5 3. The delegation or assignment of CONTRACTOR'S services, operation, or administration to  
6 another entity without the prior written consent of COUNTY.
- 7 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
8 required pursuant to this Agreement; provided, however, COUNTY may waive this option if  
9 CONTRACTOR removes such physician or licensed person from serving persons treated or assisted  
10 pursuant to this Agreement.
- 11 5. The loss of accreditation or any license required by the Licenses and Law paragraph of this  
12 Agreement.
- 13 6. The continued incapacity of any physician or licensed person to perform duties required  
14 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR  
15 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
16 Agreement.
- 17 7. Unethical conduct or malpractice by any physician or licensed person providing services  
18 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR  
19 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
20 Agreement.

21 D. CONTINGENT FUNDING

- 22 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
  - 23 a. The continued availability of federal, state, and COUNTY funds for reimbursement of  
24 COUNTY'S expenditures, and
  - 25 b. Inclusion of sufficient funding for the services hereunder in the applicable budget  
26 approved by the Board of Supervisors.
- 27 2. In the event such funding is subsequently reduced or terminated, COUNTY may terminate  
28 this entire Agreement or any individual provision(s) of this Agreement, or renegotiate this entire  
29 Agreement or any individual provision(s) of this Agreement upon thirty (30) calendar days written  
30 notice given CONTRACTOR.

31 E. In the event this Agreement is terminated prior to the completion of the term as specified on  
32 Page 3 of the Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum  
33 Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.

34 F. After receiving a Notice of Termination CONTRACTOR shall do the following:

- 35 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which  
36 is consistent with recognized standards of quality care and prudent business practice.

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1 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract  
2 performance during the remaining contract term.

3 3. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,  
4 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an  
5 orderly transfer.

6 4. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with  
7 their best interests.

8 5. If records are to be transferred to COUNTY, pack and label such records in accordance  
9 with directions provided by ADMINISTRATOR.

10 6. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and  
11 supplies purchased with funds provided by COUNTY.

12 7. To the extent services are terminated, cancel outstanding commitments covering the  
13 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding  
14 commitments which relate to personal services. With respect to these canceled commitments,  
15 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims  
16 arising out of such cancellation of commitment which shall be subject to written approval of  
17 ADMINISTRATOR.

18 G. The rights and remedies of COUNTY provided in this Termination paragraph shall not be  
19 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.  
20

21 **XIX. THIRD PARTY BENEFICIARY**

22 Neither party hereto intends that this Agreement shall create rights hereunder in third parties  
23 including, but not limited to, any subcontractors or any clients provided services hereunder.  
24

25 **XX. WAIVER OF DEFAULT OR BREACH**

26 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
27 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
28 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any  
29 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
30 Agreement.

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1 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,  
2 State of California.

3  
4 SHARE OUR SELVES FREE CLINIC, INC.

5  
6  
7 DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

8  
9 PRINTED NAME: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

10  
11 BY: \_\_\_\_\_

BY: \_\_\_\_\_

12  
13 TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

14  
15  
16 COUNTY OF ORANGE

SIGNED AND CERTIFIED THAT A COPY  
OF THIS DOCUMENT HAS BEEN  
DELIVERED TO THE CHAIR OF THE  
BOARD PER G.C. SEC. 25103, RESO 79-1535

17  
18 BY: \_\_\_\_\_

19 CHAIR OF THE BOARD  
20 OF SUPERVISORS

ATTEST:

21 BY: \_\_\_\_\_

22 DARLENE J. BLOOM  
23 Clerk of the Board of Supervisors  
24 of Orange County, California

25  
26 APPROVED AS TO FORM:  
27 OFFICE OF THE COUNTY COUNSEL  
28 ORANGE COUNTY, CALIFORNIA

29  
30 BY: \_\_\_\_\_

31 DEPUTY

DATED: \_\_\_\_\_

32 If Contractor is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the  
33 Board, Chief Executive Officer, the President or any Vice President; and one (1) signature by the  
34 Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If the  
35 Agreement is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws  
36 whereby the board of directors has empowered said authorized individual to act on its behalf by his or her  
37 signature alone is required.

EXHIBIT A  
TO AGREEMENT WITH  
SHARE OUR SELVES FREE CLINIC, INC.  
FOR  
SPECIALTY DENTAL SERVICES  
OCTOBER 1, 2009 THROUGH JUNE 30, 2010

**I. DEFINITIONS**

The parties agree to the following terms and definitions, and to those terms and definitions that, for convenience, are set forth elsewhere in this Agreement.

A. “Dental Services” means a medical service necessary to relating to or used on the teeth which is necessary to protect life, prevent loss of a tooth or teeth, prevent significant disability, or prevent serious deterioration of health.

B. “Dental Specialists” means a licensed dental professional who is either State of California Board Eligible or Board Certified in Endodontics, Periodontics, and/or Oral and Maxillofacial Surgery.

C. “Disabled” or “Person(s) with Disabilities” means an individual who has a physical or mental impairment that substantiality limits one or more major life activities, has a record of severe medical history of such impairment, or is regarded by a licensed medical professional as having such impairment.

D. “Senior” means an individual who is age sixty (60) years or older.

E. “Specialty Dental Services” means those services that should be provided by a Dental Specialist.

F. “Unfunded Patient” means an individual who is not eligible for insurance or government programs which include the provision of Specialty Dental Services.

**II. PAYMENTS**

A. COUNTY shall pay CONTRACTOR monthly in arrears based on the actual cost of Specialty Dental Services provided and reimbursed by CONTRACTOR; provided, however, that the total of all payments to CONTRACTOR shall not exceed the Maximum Obligation as specified on Page 3 of this Agreement.

1. CONTRACTOR, at its sole discretion, may collect patient fees associated with the services to be provided as specified herein.

2. CONTRACTOR shall be responsible for ten percent (10%) of the costs, after deduction of patient fees, if applicable, negotiated with Dental Specialist for patients seen in accordance with this Agreement. CONTRACTOR shall bill COUNTY for the remaining ninety percent (90%) balance of the negotiated rates.

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1 ADMINISTRATOR, after the expiration of two (2) years following termination of this Agreement,  
2 unless a shorter period is authorized, in writing, by ADMINISTRATOR.

3 C. RECORDS LOCATION - All CONTRACTOR'S books of accounts and records related to  
4 services provided, costs, client fees, charges, billings and revenues received shall be made available at  
5 one (1) location within the limits of the County of Orange.

#### 6 7 **IV. REPORTS**

8 A. CONTRACTOR shall submit, on forms provided or approved by ADMINISTRATOR,  
9 financial and/or programmatic reports as requested by ADMINISTRATOR concerning  
10 CONTRACTOR'S activities as they relate to this Agreement. ADMINISTRATOR will be specific as to  
11 the nature of the information requested and allow thirty (30) calendar days for CONTRACTOR to  
12 respond.

13 B. FISCAL - CONTRACTOR shall submit monthly Financial Reports, no later than fifteen (15)  
14 calendar days following the end of the month being reported, whether or not there is an accompanying  
15 invoice. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall  
16 report actual costs and revenues, if any, for CONTRACTOR'S program described in the Services  
17 Paragraph of this Exhibit A to the Agreement.

18 C. PROGRAM - CONTRACTOR shall submit monthly Program Reports to ADMINISTRATOR  
19 which shall include, but not be limited to, the number of Senior patients referred for Specialty Dental  
20 Services, the number of Disabled Persons referred for Specialty Dental Services, the number of  
21 procedures provided for each category, and a statement indicating whether or not CONTRACTOR and  
22 is progressing satisfactorily in achieving the terms of this Agreements, and if not, specifying what steps  
23 will be taken to achieve satisfactory progress.. Monthly Program Reports shall be submitted to  
24 ADMINISTRATOR no later than fifteen (15) calendar days following the end of the month being  
25 reported.

#### 26 27 **V. SERVICES**

28 A. Funding received by CONTRACTOR through this Agreement is intended to complement  
29 CONTRACTOR'S general dentistry capacity by increasing access to Specialty Dental Services for  
30 Seniors and/or Persons with Disabilities. Funds received through this Agreement shall not be used by  
31 CONTRACTOR to fund its general dentistry services.

32 B. CONTRACTOR shall document in each patient's dental chart how the patient meets the  
33 eligibility criteria and the services that are required which are beyond the scope of CONTRACTOR'S  
34 general dentistry either due to the procedure required or the medical condition of the eligible patient.  
35 CONTRACTOR may be subject to disallowances for payments made for Specialty Dental Services  
36 authorized by CONTRACTOR and later determined to be provided to a patient who was neither a  
37 Senior nor Disabled Person.

1 C. CONTRACTOR shall establish a working relationship with one or more Dental Specialists to  
2 provide specialty dental services to Seniors and Persons with Disabilities.

3 1. CONTRACTOR shall be responsible for ensuring and verifying selected  
4 specialists/subcontractors are State of California Board Certified or Board Eligible Endodontists,  
5 Periodontists, or Oral and Maxillofacial Surgeons.

6 2. Services to be provided by Dental Specialists shall be those as specified in Exhibit B to this  
7 Agreement, which Exhibit may be amended by mutual written agreement between CONTRACTOR  
8 and ADMINISTRATOR.

9 D. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least  
10 the minimum number and type of staff which meet applicable State requirements, and which are  
11 necessary for the provision of services hereunder.

12 E. CONTRACTOR shall, at its own expense, provide and maintain the organizational and  
13 administrative capabilities required to carry out its duties and responsibilities under this Agreement and  
14 in accordance with all applicable statutes and regulations pertaining to community clinic service  
15 providers.

16 F. CONTRACTOR shall make its best efforts to provide services pursuant to this Agreement in a  
17 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR  
18 shall maintain documentation of such efforts which may include, but not be limited to: records of  
19 participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and  
20 procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of  
21 measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

22 G. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,  
23 with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of  
24 this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used  
25 to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian  
26 institution, or religious belief.

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EXHIBIT B  
TO AGREEMENT WITH  
SHARE OUR SELVES FREE CLINIC, INC.  
FOR  
SPECIALTY DENTAL SERVICES  
OCTOBER 1, 2009 THROUGH JUNE 30, 2010

The following specialty dental procedures may be provided by Dental Specialists in accordance with this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree to add or delete Procedure Codes.

PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTIONS
	<b>DIAGNOSTIC</b>
<b>D0210</b>	Intraoral, complete series
<b>D0220</b>	Intraoral periapical, single, first radiograph
<b>D0230</b>	Intraoral periapical, each additional radiograph
<b>D0240</b>	Intraoral, occlusal radiograph
<b>D0250</b>	Extraoral, single, head or lateral jaw, first radiograph
<b>D0260</b>	Extraoral, each additional head or lateral jaw
<b>D0270</b>	Bitewing, anterior, one radiograph
<b>D0272</b>	Bitewings, two radiographs
<b>D0274</b>	Bitewings, four radiographs
<b>D0330</b>	Panographic-film, single radiograph
	<b>ENDODONTICS</b>
<b>D3120</b>	Pulp cap/Indirect (excluding final restoration)
<b>D3220</b>	Therapeutic pulpotomy
<b>D3310</b>	Anterior (excluding final restoration)
<b>D3320</b>	Bicuspid (excluding final restoration)
<b>D3330</b>	Molar (excluding final restoration)
<b>D3351</b>	Apexification/recalcification-Initial visit (apical closure/calcific repair of perforations, root resorption)
<b>D3410</b>	Apicoectomy/periradicular surgery- Anterior
<b>D3421</b>	Apicoectomy/periradicular surgery- bicuspid (first root)
<b>D3425</b>	Apicoectomy/periradicular surgery- Molar (first root)
<b>D3426</b>	Apicoectomy/periradicular surgery (each additional root)

<b>PROCEDURE CODE</b>	<b>DENTAL PROCEDURE DESCRIPTIONS</b>
	ORAL & MAXILLOFACIAL SURGERY
<b>D7140</b>	Extraction of erupted tooth, or exposed root-[Incl. routine removal of tooth structure, minor smoothing of socket bone, and closure as necessary]
<b>D7210</b>	Surgical removal of erupted tooth
<b>D7220</b>	Removal of impacted tooth, soft tissue
<b>D7230</b>	Removal of impacted tooth, partial bony
<b>D7240</b>	Removal of impacted tooth, completely bony
<b>D7250</b>	Surgical removal of residual tooth roots
<b>D7260</b>	Oroantral fistula closure
<b>D7270</b>	Reimplantation and/or stabilization of accidentally evulsed or displaced permanent tooth and/or alveolus
<b>D7280</b>	Surgical access of unerupted tooth
<b>D7286</b>	Biopsy of oral tissue [soft]
<b>D7310</b>	Alveoloplasty per quadrant, in conjunction with extractions/4 or more teeth
<b>D7320</b>	Alveoloplasty per quadrant, edentulous, 4 or more teeth [not in conjunction w/extractions]
<b>D7340</b>	Vestibuloplasty with ridge extension, secondary epithelialization
<b>D7410</b>	Excision of benign lesion, up to 1.25 cm
<b>D7411</b>	Excision of benign lesion, larger than 1.25 cm
<b>D7440</b>	Excision of malignant tumor-up to 1.25 cm
<b>D7450</b>	Removal of benign odontogenic cyst or tumor up to 1.25 cm
<b>D7451</b>	Removal of benign odontogenic cyst or tumor greater than 1.25 cm
<b>D7471</b>	Removal of lateral exostosis (maxilla or mandible)
<b>D7485</b>	Surgical reduction of osseous tuberosity
<b>D7510</b>	Incision and drainage of abscess, intraoral soft tissue
<b>D7520</b>	Incision and drainage of abscess, extraoral soft tissue
<b>D7530</b>	Removal of foreign body, soft tissue
<b>D7540</b>	Removal of reaction producing foreign body from bone (independenprocedure)
<b>D7550</b>	Sequestrectomy/partial ostectomy for removal of non-vital bone
<b>D7560</b>	Maxillary sinusotomy for removal of tooth fragment or foreign body
<b>D7910</b>	Suture of recent small wounds up to 5 cm



PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTIONS
<b>D7960</b>	Frenulectomy, or frenotomy/frenectomy, separate procedure
<b>D7970</b>	Excision of hyperplasic tissue (per arch)
<b>D7971</b>	Excision pericoronal gingiva
<b>D7972</b>	Surgical reduction of fibrous tuberosity
<b>D7980</b>	Sialolithotomy, intraoral or extraorally
<b>D7982</b>	Sialodochoplasty
<b>D7983</b>	Closure of salivary fistula
<b>D7999</b>	Unlisted Surgical Procedure
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