

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND
UNIVERSITY OF THE PACIFIC for its Arthur A. Dugoni School of
Dentistry**

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County of San Mateo Standard Contract Language

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND UNIVERSITY OF THE PACIFIC FOR ITS ARTHUR A. DUGONI SCHOOL OF DENTISTRY

This Agreement is entered into this ____ day of _____, 2023, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and University of the Pacific for its Arthur A. Dugoni School of Dentistry, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, 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 provision of dental services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit C—Performance Metrics
- Exhibit E—Corporate Compliance SMMC Code of Conduct (Third Parties)
- Attachment H—HIPAA Business Associate Requirements
- Attachment I—§ 504 Compliance
- Appendix A—Reporting data fields

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed

ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 1, 2023, through June 30, 2028.

5. Termination

This Agreement may be terminated by Contractor or by the Chief of San Mateo County Health or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. 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 County and that neither

Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(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, if applicable, 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 and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section 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 by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such

third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it 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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation or self-insurance as approved by the State of California and employer's liability insurance

providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be on an occurrence or claims made basis bodily injury and property damage for each occurrence/claim and shall not be less than the amounts specified below:

- (a) Commercial General Liability..... \$1,000,000
- (b) Motor Vehicle Liability Insurance.....\$1,000,000
- (c) Professional Liability.....\$1,000,000 per claim

County and its officers, agents, employees, and servants shall be named as additional insured on Contractor's Commercial General Liability insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants 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, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in

effect during the term of the Agreement. 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 any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

The parties agree that, pursuant to Section 70713 of Title 22 of the California Code of Regulations ("Title 22"), San Mateo Medical Center (SMMC) retains all professional and administrative responsibility for services rendered under this Agreement to the extent that such services are subject to Title 22 and are rendered by a "qualified professional person" as used in Section 70713, and the parties further agree in that instance that this Agreement is otherwise subject to any applicable requirements of Title 22.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. 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 upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection 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 a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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 Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or

- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Access and Retention of Books and Records

Upon written request of the Secretary of Health and Human Services, the Comptroller General, or County, or any of their duly authorized representatives, Contractor shall make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services. If Contractor carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Contractor agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the Social Security Act's requirements pertaining to "reasonable costs" set forth in 42 U.S.C. Section 1395x(v)(1)(l) and related regulations. No attorney-client, accountant-client, or other legal

privilege will be deemed to have been waived by County, Contractor, or any Contractor's representative by virtue of this Agreement. .

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Jim Beaumont/Director
Attn: Healthcare for the Homeless/Farmworker Health Program
Address: 225 W 37th Ave
San Mateo, CA 94403
Telephone: 650-573-2459
Email: jbeaumont@smcgov.org

In the case of Contractor, to:

Name/Title: University of the Pacific for its Arthur A. Dugoni School of
Dentistry Elisa M. Chávez, DDS
Address: 155 5th St, San Francisco, CA 94103

Email: echavez@pacific.edu

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

20. Disaster and Emergency Response Plan

Contractor will develop and maintain a Disaster and Emergency Response Plan ("Emergency Plan"), as it pertains to dental services that Contractor has agreed to provide at the Navigation Center and Maple Street Correctional Center, that includes all of the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site-specific emergency response plan(s) for each of the sites at which Contractor provides services pursuant to this Agreement ("Site Plans"). The Emergency Plan and associated Site Plans will address Contractor preparations to effectively respond in the immediate aftermath of a national, state or local disaster or emergency ("Emergency Response") and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency ("Continuity of Dental Operations"), to the extent feasible. The purpose of the Emergency Plan and Site Plans is to protect the health, safety and security of patients, care providers, staff and the community in the event of an emergency.

Contractor shall submit the Emergency Plan to the County within thirty (30) days after the beginning of the Term of the Agreement and the Emergency Plan will be subject to the reasonable approval of the County. Contractor shall respond reasonably promptly to any comments or requests for revisions that the County provides to Contractor regarding the Emergency Plan. Contractor will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. Contractor shall train employees on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that Contractor projects would be necessary for effective Emergency Response and Continuity of Dental Operations and the costs that the Contractor projects it would incur for such additional staff, supplies and services. Contractor shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with, and following direction provided by, the County's Medical Health Operational Area Coordinator (MHOAC). In the event that the Contractor is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Dental Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Dental Operations. Contractor shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by State and Federal agencies (including, but not limited to the California Governor's Office of

Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

In a declared national, state or local disaster or emergency, Contractor and its employees will be expected to perform services as set forth in the Agreement, including in the area of Emergency Response and Continuity of Dental Operations, as set forth in the Emergency Plan and each Site Plan. Contractor shall ensure that all of its employees are notified, in writing, that they will be expected to perform services consistent with the Emergency Plan and each Site Plan.

21. Hospital and Clinics Credentialing Program

Contractor and Contractor representatives visiting or entering the San Mateo Medical Center (SMMC) main campus or any of its satellite clinics are required to register with SMMC's Vendor Credentialing Program prior to conducting business onsite. It is important that each Contractor representative registers individually in order to maintain the confidentiality of their personal credentials and to ensure ongoing access to our facilities. More information regarding SMMC's updated credentialing and on-site visit requirements can be found on SMMC's profile page through <https://login.ghx.com>

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: University of the Pacific for its Arthur A. Dugoni School of Dentistry

Gretchen Edwalds-Gilbert

9/7/2023

Gretchen Edwalds-Gilbert

Signed: ~~Friday, September 8, 2023~~ _____
Contractor Signature Date

Provost & Executive Vice President for Academic Affairs
Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, the County of San Mateo Healthcare for the Homeless/Farmworker Health Program (HCH/FH) is contracting with University of the Pacific for its Arthur A. Dugoni School of Dentistry to provide a full range of preventive, diagnostic, and restorative dental services in accordance with Medi-Cal Dental (Denti-Cal) guidelines.

The services shall be available to:

Residents of the San Mateo County Navigation Center located in Redwood City. The services shall be provided on site at the Navigation Center. Residents of the Navigation Center will receive priority allocation of available appointments with unused slots made available for

Individuals experiencing homelessness in San Mateo County as defined by Health Resources & Services Administration (HRSA) Bureau of Primary Health Care (BPHC), who are enrolled in case management and referred for dental services. These services shall be provided on-site at the Navigation Center.

AND

Inmates at the Redwood City jail. Inmate dental services, primarily for specialty dental services, shall be provided at the location of the Maple Street jail based on availability of Contractor staff and the level of demand to be determined by Correctional Health Services director.

HRSA and BPHC define homelessness as lacking housing, including an individual whose primary residence during the night is a supervised public or private facility that provides temporary living accommodations or an individual who is a resident in transitional or permanent supportive housing. For the purpose of this contract, this definition applies to adults, children, and youth at risk of homelessness.

Patients requiring more specialized care such as periodontal services, endodontic care, and complex prosthodontic treatment may be referred by the Arthur A. Dugoni School of Dentistry to a local provider or dental specialist for care, such as private practice, community health clinic, or the Arthur A. Dugoni School of Dentistry main campus or hospital-based clinics.

To ensure continuity of care, Contractor will refer/hand off graduating Nav Ctr residents to their primary dental clinics and/or continue to provide services while patient remains unhoused.

Arthur A. Dugoni School of Dentistry will use its own electronic dental record system (Axium) and patients will be designated as County of San Mateo Healthcare for the Homeless/Farmworker Health (HCH/FH) Program patients.

Services

Services

Contractor will provide general dental services and limited specialty services on site at the Navigation Center or Maple St. Jail dental facility. Services offered by the Contractor shall include all services covered and reimbursable by the Medi-Cal Dental Program.¹ Specific services provided to each patient, including services beyond those covered by Denti-Cal or another third-party insurer, will depend on patient needs and consent. Contractor shall coordinate provision of such services jointly with the HCH/FH Program and SMMC dentist.

Services may be provided by dental or dental hygiene students, residents, fellows, interns, and/or faculty with general or specialty training.

Treatment Plan Priorities:

- a) Alleviate pain
- b) Prevent further disease
- c) Restore function
- d) Consider esthetic results

Operating Hours

Student rotations will take place over 42 weeks during the academic year and clinical services will be provided 48 weeks or 240 days per year providing an estimated 2,500 patient visits per year. Arthur A. Dugoni School of Dentistry will assign one dedicated faculty member, the clinic director, to oversee all clinical activities four days per week and two days of faculty practice per month to alternate with *specialty providers such as* oral and maxillofacial surgery (OMFS)/endodontic (ENDO) specialty clinics. Services may be provided by dental or dental hygiene students, residents, fellows, interns and/or faculty with general or specialty training. There will be no student rotations during scheduled examination or student vacation periods, however, faculty practice and resident rotations may continue at the discretion of program directors. The clinic will be closed for all University recognized holidays, faculty development days and staff appreciation days that include an extended period during the Winter Break. Contractor will provide County with the schedule at the beginning of each calendar year.

Arthur A. Dugoni School of Dentistry will provide two teaching dental assistants (DAs), cross trained to also provide administrative support for scheduling, billing, and clinic stocking and maintenance. Both will work five days per week. They will alternate chairside and administrative duties as appropriate to meet the various needs within the clinical and educational setting.

The County will designate the San Mateo Medical Center's (SMMC) supervising dentist as the Quality Improvement/Quality Assurance (QI/QA) specialist to evaluate and monitor services provided under this Agreement. SMMC dentist will collaborate with the Arthur A. Dugoni School of Dentistry faculty and staff in the development of clinic protocols and procedures that meet the needs of an educational program, the distinct needs of the Navigation Center and requirements to attain FQHC status with SMMC. SMMC dentist will participate in quality assurance review which will include pre-existing Arthur A. Dugoni School of Dentistry criteria for QA as well as

¹ [Medi-Cal Dental Program](#)

any metrics specific to the Navigation Center as determined by clinic faculty and staff in collaboration with SMMC.

Objectives

Objectives

1. To offer routine and comprehensive dental services to residents of the Navigation Center, individuals experiencing homelessness enrolled in case management and referred for services in San Mateo County, and inmates of the Maple St. Jail. Each patient receiving services under this contract will receive a full dental examination, cleaning, and a written dental treatment plan.

Each patient will be scheduled for a series of appointments to complete their treatment plan, and Contractor will track the clients progress on their dental plan, with the goal to make significant progress in their treatment plans.

2. To ensure continuity of care and, if needed, refer to other healthcare services.

Responsibilities

Responsibilities

The Contractor agrees to fulfil the following responsibilities and reporting requirements:

1. All demographic and visit information (including diagnostic codes), as defined by the Healthcare for Homeless/Farmworker Health (HCH/FH) program, will be tracked by Contractor. Demographic and encounter data will be submitted to the HCH/FH Program along with an invoice on a calendar quarter basis in the form designated by the HCH/FH Program. Refer to Appendix A for the required data fields.
2. Quarterly Cost Reports documenting the costs of operations associated with this agreement, along with Quarterly Revenue Reports documenting all revenue received as reimbursements for services under this agreement and the quarterly invoice for payment by the HCH/FH Program will be submitted by the tenth day of the month following the end of a calendar quarter. The Quarterly Cost Reports, Revenue Reports Invoices and data reports will be submitted to the HCH/FH using the reporting templates provided by HCH/FH on the following schedule:
 - Quarter 1 – Due May 1st
 - Quarter 2 – Due August 1st
 - Quarter 3 – Due November 1st
 - Quarter 4 – Due February 1st
3. In the first 6 months of the contract, Contractor will participate in the monthly meetings with HCH/FH and SMMC Dental to review agreement objectives, activities, & outcome measures and to provide technical or operational assistance, as needed. After the first six (6) months the meetings shall be scheduled quarterly.
4. If Contractor observes routine and/or ongoing problems in providing dental care services to patients accessing dental care services, Contractor shall track and document problematic occurrences and report this information to HCH/FH for follow up.

5. The Contractor shall bill any and all third-party dental insurance that may be available for services provided under this agreement. It is intended for the Contractor to maximize third party reimbursements.
6. The Contractor shall not bill target population covered under this agreement.
7. When disclosing funding sources and/or reporting on activities funded and covered under this contract, Contractor shall acknowledge that activities are supported by an agreement with the San Mateo County HCH/FH program, partially utilizing funding from HRSA under the Health Center Program authorized by Section 330 of the Public Health Act.
8. Contractor agrees to provide evidence that its Credentialing and Privileging policies² and procedures are compliant with BPHC requirements and to make any reasonable adjustments to such policies and procedures needed to bring such policies and procedures into compliance.
9. Contractor will report any breach of patient protected health information to County as soon as it is known to have occurred.
10. Contractor agrees to provide evidence that demonstrates compliance requirements as identified by the HCH/FH Program pursuant to the HRSA Health Center Program.
11. Contractor will assist in the maintenance of the equipment and instruments at the dental clinic in compliance with standard dental practice and regulations and report any issues in a timely manner. Overall maintenance of equipment and instruments are the responsibility of Contractor.
12. Contractor will reach out to HCH/FH if there are equipment and instruments needed for the dental clinic.
13. Contractor shall coordinate provision of services beyond Denti-Cal/other insurance coverage with the HCH/FH Program and SMMC dentist via a prior approval. HCH/FH Program will determine authorization of such services based on clinical recommendations and availability of funds.
14. Contractor will coordinate patient care with Navigation Center operator and the other on-site health providers when applicable, including participating in Multidisciplinary Team meetings when relevant mutual patients are being discussed.
15. Contractor will not be responsible for the cost, billing, or reimbursement of any services when patients are referred to local providers who are not providing services on behalf of the University in University approved and regulated facilities. Participate in agreed upon and scheduled site visits to review program operations and contract compliance. Site visits include a review of patient records to verify the accuracy of invoicing and the documentation of client activities and outcomes. HCH/FH will provide a minimum of two weeks' notice and will work with Contractor to accommodate scheduling.

Contractor shall communicate with Navigation Center Operator case managers should the contractor be unable to honor existing appointments (i.e. contractor provider has an emergency) so the case managers can notify the patients and help reschedule. Contractor shall work closely with the Navigation Center Operator to coordinate patient appointments and reduce missed appointments (i.e., developing a system by which the case manager will be notified their client has an upcoming appointment).

² [Health Center Program Site Visit Protocol: Examples of Credentialing and Privileging Documentation | Bureau of Primary Health Care \(hrsa.gov\)](#)

The HCH/FH Program is responsible for the following under this Agreement:

1. Evaluate performance of Contractor to ensure that the services being delivered are meeting the agreement objectives and outcomes.
2. Review, process and monitor invoices received from Contractor.
3. Schedule and prepare the meeting agendas to review and monitor goals, outcomes, and services delivered under this contract.
4. Perform agreed upon and scheduled site visits at least once during the term of the contract to assess program operations, review data collection, case files, and validate program submissions.
5. Provide technical assistance to Contractor related to program development, data collection, and other HCH/FH related issues, as needed.
6. Support development of communication and referral pathways between Contractor and the Navigation Center operator as well as other on-site providers.
7. Make determination of provision of services beyond Denti-Cal/ other third-party insurer in coordination with Contractor and SMMC dentist and based on availability of funds.
8. Monitor financial performance of the contract via regular review and evaluation of reports and invoices to ensure contract budget remains within outlined limits.
9. Periodically monitor Denti-Cal fee-for-service guidelines to ensure service reimbursements are not exceeded.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Estimated operating costs of the program, inclusive of salaries, laboratory, supply expenses as well as agreed upon other administrative costs related to clinic functions including but not limited to IT equipment, ongoing support and use of the Electronic Health Record (EHR) billing infrastructure, compliance support, human resources, and student rotations coordinator to support 2,500 patient visits annually is approximately \$600,000 per year.

Contractor will bill Denti-Cal/Medi-Cal and all other private dental insurances on a fee-for-service basis or other payment models as appropriate with prior agreement. The revenue generated from billing of Denti-Cal/Medi-Cal and other private dental insurances is estimated to generate approximately \$300,000 per year. The cost difference between the operating costs and revenue generated from billing dental insurances will be offset by the County of San Mateo Healthcare for the Homeless/Farmworker Health (HCH/FH) Program for up-to \$300,000 per year for the contract period of five (5) years.

Contractor shall bill Denti-Cal and all other available third-party insurances for services under this Agreement provided to all patients with dental insurance coverage.

Each quarterly payment is contingent upon receipt and review of the accrued operating expenses and revenues generated from the third-party billing. The County payments will be based on the following cost reimbursement model:

Operating Costs (as accrued up-to \$600,000 per year) – Revenues from third-party billing (as received at an anticipated approximately \$300,000 per year) = County Payment not to exceed \$300,000 per year. If, within 12-months after the end of this Agreement, Contractor receives reimbursement from any third-party insurer for services provided under this Agreement, Contractor shall notify HCH/FH within 30 days and refund that amount to HCH/FH.”

Exhibit C

Performance Metrics

County will measure Contractor performance of the services in accordance with the procedures set forth by the performance indicators below. Contractor acknowledges that the performance indicators are a reasonable minimum standard by which to measure Contractor performance of the services.

The Contractor shall provide up to 2,500 dental visits per year to residents of the Navigation Center and individuals experiencing homeless under case management referred for dental services.

Contractor will ensure availability of providers and efficient use of dental chairs available at the Navigation Center.

Exhibit E

CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)

Contractor recognizes and is fully dedicated to advancing SMMC's commitment to full compliance with all Federal, State, and other governmental health care program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements.

Contractor will comply with all Federal, State or other governmental health care program requirements.

Contractor, to the extent its contractual duties require it to submit the reports covered in this paragraph, will promptly submit accurate information for Federal health care cost reports including, but not limited to, the requirement to submit accurate information regarding acute available bed count for Disproportionate Share Hospital (DSH) payment.

Contractor will report to the SMMC Compliance Officer any suspected violation of any Federal health care program requirements within fifteen (15) days of discovery of the violation.

Contractor has the right to use the SMMC Disclosure Program by calling the Compliance Hotline at (800) 965-9775 or reporting incidents directly to the Compliance Officer. SMMC is committed to non-retaliation and will maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

Contractor understands that non-compliance with Federal and State health care program requirements, and failing to report any such violations, could result in termination of the Agreement and/or any other penalties as permitted by law.

Contractor is responsible for acquiring sufficient knowledge to recognize potential compliance issues applicable to the duties outlined in the Agreement and for appropriately seeking advice regarding such issues.

Contractor will not offer, give, or accept any "kickback," bribe, payment, gift, or thing of value to any person or entity with whom SMMC has or is seeking any business or regulatory relationship in relation to said business or regulatory relationship (other than payments authorized by law under such relationships). Contractor will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

Contractor will not engage in any financial, business, or other activity which may interfere or appear to interfere with the performance of the duties under the Agreement or that involve the use of SMMC/County property, facilities, or resources.

Contractor will cooperate fully and honestly in the event that SMMC and/or County is audited by an outside agency including, but not limited to, compliance audits regarding enforcement of Federal and State regulations, any applicable accreditation standards, and/or SMMC system-wide policies.

TO REPORT VIOLATIONS,

CALL THE COMPLIANCE HOT LINE: (800) 965-9775

Contractor, in executing this Agreement, certifies that an authorized representative has received this Code of Conduct, understands it, has authority to commit Contractor to this Code of Conduct, and has committed Contractor to comply with this Code of Conduct.

Attachment H

**BUSINESS ASSOCIATE AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND
UNIVERSITY OF THE PACIFIC DUGONI SCHOOL OF DENTISTRY**

THIS AGREEMENT, entered into this 1st day of MONTH, YEAR, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and University of the Pacific Dugoni School of Dentistry, located at (ADDRESS), hereinafter called "Business Associate"

WITNESSETH:

WHEREAS, the San Mateo County Health System, part of the County, provides services through a several divisions including the San Mateo Medical Center, Public Health, Policy and Planning, Behavioral Health and Recovery Services, Correctional Health, and Aging and Adult Services; and

WHEREAS, the Health System in providing patient care, occasionally needs to share Protected Health Information with certain vendors who assist in providing services that relate to patient care; and

WHEREAS, pursuant to State and Federal law, such information may only be shared when certain contractual protections are in place; and

WHEREAS, Associate will be working with or providing services to the Health System whereby it will be required to access the Protected Health Information of patients served through the Health System and

WHEREAS, it is necessary and desirable that Associate be permitted to fulfill these tasks so long as the Protected Health Information of Health System patients is protected as required by law.

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

Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) section 160.103, 164.304, and 164.501. All regulatory references in this Agreement are to Title 45 of the CFR unless otherwise specified.

- a) **Agreement.** "Agreement" means this Business Associate Agreement.
- b) **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this Agreement shall mean Business Associate.
- c) **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.

- d) **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- e) **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- f) **Electronic Protected Health Information.** "Electronic Protected Health Information" or "EPHI" means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- g) **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- h) **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- i) **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 164.503 and is limited to the information created or received by Business Associate from or on behalf of County.
- j) **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- k) **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- l) **Breach.** "The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI is presumed to be a breach, unless it can be demonstrated there is a low probability that the PHI has been compromised based upon, at minimum, a four part risk assessment:
 - 1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
 - 2. Identity of the unauthorized person or to whom impermissible disclosure was made;
 - 3. Whether PHI was actually viewed or only the opportunity to do so existed;
 - 4. The extent to which the risk has been mitigated.
- m) **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- n) **Unsecured PHI.** "Unsecured PHI" as set forth at 45 CFR 164.402, is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- o) **Security Incident.** "Security Incident" as set forth at 45 CFR 164.304, shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers

maintained by Business Associate. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

- p) **Scope of Engagement.** "Scope of Engagement" means the work conducted by Business Associate for County as described in Exhibit A to this Business Associate Agreement and any related work.

Obligations and Activities of Business Associate

- a) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, the Scope of Engagement, or as required by law.
- b) Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement and the Scope of Engagement.
- c) Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures. See 45 CFR 164.502(b), 45 CFR 164.514(d).
- d) Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by County.
- e) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement and the Scope of Engagement.
- f) Business Associate agrees to report to County any use or disclosure of the Protected Health Information not authorized by this Agreement and the Scope of Engagement.
- g) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h) If Business Associate has Protected Health Information in a designated record set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- i) If Business Associate has Protected Health Information in a designated record set, Business Associate agrees to make any amendment(s) to Protected Health Information in the Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of the County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.

- k) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l) Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Agreement, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m) Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n) Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o) Business Associate shall ensure that any agent to whom it provides EPHI, including a sub-contractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p) Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q) Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Agreement and the Scope of Engagement, the underlying contract as or required by law.

Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in this Agreement and the Scope of Engagement, provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

- a) County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b) County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c) County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so disclosed by County,

unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement and the Scope of Engagement provides for, data aggregation or management and administrative activities of Business Associate.

Duties Upon Termination of Agreement

- a) Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created or received by Business Associate on behalf of County, that Business Associate maintains in any form. This provision shall apply to Protected Health Information that is in the possession of sub-contractor or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b) In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible; Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protection Health Information.

Miscellaneous

- a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c) Survival. The respective rights and obligations of Business Associate under this Agreement shall survive the termination of the Agreement.
- d) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e) Reservation of Right to Monitor Activities. County reserves the right to monitor the security policies and procedures of Business Associate.

SCOPE OF ENGAGEMENT

Scope of Engagement

The "Scope of Engagement" between the County and Business Associate is as described as follows:

1. Information sharing between the Health System and University of the Pacific shall extend from the date of signature to 7/1/23 for the purposes of information sharing to provide care coordination and housing supports and shall include all Health System divisions.
2. Information that shall be shared include: name of individual, last known location of individual, housing status, DOB, photographs, known barriers to engagement and housing, status of housing subsidies/vouchers, medical, mental health and functional barriers to care or housing, information on utilization data, location of services, demographic data (race, ethnicity, sexual orientation, gender, sex at birth, monthly income)
3. Business Associate shall share this information with Health System staff for the purposes of assisting Health System staff to provide appropriate medical and/or social services and support clients in appropriate housing. Health System staff shall share this information with University of the Pacific for the purposes of assisting the client to access and maintain medical and social services as well as housing.
4. The Business Associate shall maintain their own physical records at their site and/or through their electronic record keeping system. Information will be shared verbally between appropriate Health System staff and Arthur A. Dugoni School of Dentistry staff.

Attachment I - § 504 Compliance

ATTACHMENT I

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

The undersigned (hereinafter called "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 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.

Name of 504 Person:

Cindy Lyon - Assoc. Dean, Oral Healthcare Ed
Jill Rodgers-Lash - Director, Academic Affairs

Name of Contractor(s):

University of the Pacific for its Arthur A. Dugoni School of Dentistry

Street Address or P.O. Box:

155 5th St

City, State, Zip Code:

San Francisco, CA 94103

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

Signature:

Gretchen Edwalds-Gilbert

Signed: Friday, September 8, 2023

Title of Authorized Official:

Gretchen Edwalds-Gilbert
Provost & Executive Vice President for Academic Affairs

Date:

9/7/2023

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled 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."

Appendix A

Reporting data fields

Contractor Name	Ex. University of the Pacific
Service type	Ex. Dental
Date of Service	MM/DD/YYYY
Diagnosis/Visit Codes	D-codes
Unique ID	A unique code that "Contractor" uses to identify clients
Last Name	
First Name	
MI	
Date of Birth (DOB)	
Age	
Social Security Number	If unavailable use "Unknown"
Sex at Birth	<ul style="list-style-type: none"> • Male • Female
Gender Identity	<ul style="list-style-type: none"> • Male • Female • Transgender man/Transgender male/Transgender masculine • Transgender woman/Transgender female/Transgender feminine • Other • Chose not to disclose • Unknown – use this if patient leaves blank
Sexual Orientation	<ul style="list-style-type: none"> • Lesbian or Gay • Heterosexual (or straight) • Bisexual • Something else • Don't know • Chose not to disclose • Unknown – use this if patient leaves blank
Zip Code	Use the patient's zip code. If patient does not have one, use the zip code of location where services are being provided. Should never be left blank
Income	Monthly income Write in unknown if unknown. Do not put 0.
No in Family	Write in the number of people in family, including the patient.
Homeless Category	Type of homelessness prior to transitioning to stable housing: <ul style="list-style-type: none"> • Shelter • Transitional housing • Doubled up - people living with others on a temporary basis, not with immediate family. • Street – includes folks living in vehicles • Permanent supportive housing • Other

	<ul style="list-style-type: none"> ○ Includes clients who are now housed but were homeless in the past 12 months ○ SROs
Farmworker Category	<ul style="list-style-type: none"> ● Seasonal ● Migrant
Current Health Insurance	<ul style="list-style-type: none"> ● Medi-Cal ● Medicare ● Medi-Cal & Medicare ● ACE ● Private ● Self-Pay ● None/Uninsured ● Unknown – <i>should rarely be used</i>
Site of service	<ul style="list-style-type: none"> ● In-person ● Telehealth
Race	<ul style="list-style-type: none"> ● Asian ● Native Hawaiian ● Other Pacific Islander ● American Indian/Alaska Native ● White ● More than one race ● Unreported/refused to report race
Latino/Hispanic	<ul style="list-style-type: none"> ● Hispanic or Latino ● Non-Hispanic or Latino
Is patient best served in English	<ul style="list-style-type: none"> ● Yes ● No
Is patient a Veteran	<ul style="list-style-type: none"> ● Yes ● No