

**Professional Services Agreement
Between the County of San Mateo and
Sonrisas Dental Health, Inc.
For Dental Services**

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between the County of San Mateo, San Mateo County Health (“County”) and Sonrisas Dental Health, Inc. (“Contractor”).

W I T N E S S E T H:

WHEREAS, County operates health care facilities collectively known as “San Mateo Medical Center” (SMMC); and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services described in this Agreement for SMMC; and

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

WHEREAS, Contractor desires to provide such services all upon the terms and conditions stated below, and this Agreement is entered into for the purpose of defining the parties’ respective rights and responsibilities.

NOW, THEREFORE, in consideration of the mutual agreements set out below, the parties agree as follows:

Section 1: Contractor’s Obligations

1.1 Organizational Status

Contractor represents and warrants that Contractor is:

A partnership, professional services corporation, or association duly organized and validly existing under the laws of the State of California and authorized to engage in the profession of dentistry in the State of California.

1.2 Contractor’s Representatives

1.2.1 Contractor shall ensure compliance of all of Contractor’s Representatives with the applicable terms of this Agreement. The term “Contractor’s Representatives” shall include all Contractor’s representatives, employees, and subcontractors, providing services in San Mateo County under this Agreement; i.e., every member of a dental group that contracts with the County shall be considered a “Contractor’s Representative” for purposes of complying with this Agreement.

- 1.2.2 Where Contractor represents more than one individual, Contractor will designate a “Lead Contractor Representative”. This Lead Contractor Representative will be the contact person for the County when dealing with issues affecting both parties, including but not limited to enforcement of this Agreement, in cases where direct discussion with the Contractor’s Representative(s) involved in an issue fails to adequately resolve this issue.

1.3 Qualifications

The following indicate qualifications that must be satisfied by each of Contractor’s Representatives and by Contractor, where applicable, as a condition of providing services under this Agreement:

- 1.3.1 Must be accepted by the Chief Executive Officer of SMMC or his/her designee; said acceptance may be withdrawn immediately at any time with written notice to Contractor at the reasonable discretion of the Chief Executive Officer of SMMC, his/her designee, the County’s Chief, San Mateo County Health, or his/her designee.
- 1.3.2 Shall at all times keep and maintain a valid license to engage in the practice of dentistry in the State of California and active Medical/Dental Staff membership and/or privileges as may be required under the Bylaws of County for Contractor’s representatives to provide the services contemplated by this Agreement.
- 1.3.3 Contractor’s Dentists, Registered Dental Assistants and Registered Dental Hygienists shall be certified by the appropriate state-recognized board in California (or eligible for certification by such board by virtue of having successfully completed all educational and residency requirements required to sit for the board examinations). The scope of allowable services for Registered Dental Assistants and Registered Dental Hygienists are defined in Exhibit D - Tables of Permitted Duties.
- 1.3.4 Neither Contractor nor any of Contractor’s Representatives is currently excluded, debarred, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; nor has Contractor or any of Contractor’s Representatives been convicted of a criminal offense relevant to the provision of professional services or the practice of dentistry.
- 1.3.5 Contractor’s Representatives agree to participate in the County’s Organized Health Care Arrangement (OHCA), as described by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor’s Representatives

who choose to opt out of the OHCA agree to advise the SMMC Medical Staff Office in writing and will provide their own Notice of Privacy Practice (NPP).

1.4 Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Chief Executive Officer of SMMC or his/her designee with respect to the product or results of Contractor's services, shall provide dental services as described in Exhibit A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

1.5 Payments

1.5.1 Maximum Amount

In full consideration of Contractor's performance of the services described in Exhibit A, the amount that County shall pay for services rendered under this Agreement shall not exceed ONE MILLION DOLLARS (\$1,000,000).

1.5.2 Rate of Payment

The rate and terms of payment shall be as specified in Exhibit B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Chief Executive Officer of San Mateo County Health or his/her designee and shall not be binding on County unless so approved in writing. Each payment shall be conditioned on the Contractor's performance of the provisions of this Agreement, to the full satisfaction of the Chief, San Mateo County Health, Chief Executive Officer of SMMC, or either of their designees.

1.5.3 Contractor shall not bill for services furnished under Agreement.

Contractor shall not bill Medi-Cal, Denti-Cal or any other payer for services rendered pursuant to this Agreement.

1.5.4 Time Limit for Submitting Invoices

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

1.6 Substitutes

Not used.

1.7 General Duties of Contractor

1.7.1 Administrative and Miscellaneous Duties and Responsibilities

Contractor will cooperate with the administration of the Medical Center. Such cooperation shall include but not be limited to the following: maintaining dental records in a timely fashion (including the appropriate use of dictation or other technology, as required by County), billing, peer review, completing time studies as required by California and Federal reimbursement regulations, and County's compliance programs.

To the extent applicable, Contractor shall provide appropriate supervision and review of services rendered by Registered Dental Hygienists, Registered Dental Assistants and Dental Assistants involved in the direct dental care of County's patients.

1.7.2 Billing and Compliance

Contractor shall prepare such administrative and business records and reports related to the service in such format and upon such intervals as County shall reasonably require. Contractor agrees to keep accurate and complete records. To the extent that billing is discussed in more detail in Exhibits to this Agreement, Contractor shall comply with those billing-related requirements.

1.7.3 Compliance with Rules and Regulations

Contractor agrees to abide by rules, regulations, and guidelines of County. County may from time to time amend, add, or delete rules, regulations, or guidelines at County's sole discretion, and such amendment will not affect the enforceability or terms of this Agreement.

1.7.4 Managed Care Contracts

Contractor is obligated to participate in and observe the provisions of all managed care contracts which County may enter into on behalf of Contractor for health care services with managed care organizations, including but not limited to Health Maintenance Organizations (HMOs), Independent Practice Associations

(IPAs), Preferred Provider Organizations (PPOs), Medical Service Organizations (MSOs), Integrated Delivery Systems (IDSs), and Physician-Hospital Organizations (PHOs).

1.7.5 Requirement of Contractor to Notify County of any Detrimental Professional Information or Violation of Contract Rules or Policies

During the term of this Agreement, Contractor shall notify County immediately, or as soon as is possible thereafter, in the event that:

- I. Contractor's license to practice in any jurisdiction is suspended, revoked, or otherwise restricted;
- II. A complaint or report concerning Contractor's competence or conduct is made to any state medical or professional licensing agency;
- III. Contractor's privileges at any hospital or health care facility or under any health care plan are denied, suspended, restricted, terminated, or under investigation for medical disciplinary cause or reason;
- IV. Contractor's controlled substance registration certificate (issued by the Drug Enforcement Administration), if any, is being or has been suspended, revoked, or not renewed;
- V. Contractor's participation as a Medicare or Medi-Cal provider is under investigation or has been terminated;
- VI. There is a material change in any of the information the Contractor has provided to County concerning Contractor's professional qualification or credentials; or
- VII. Contractor is convicted of a crime that is a misdemeanor or a felony.

Contractor must also notify County within thirty (30) days of any breach of this Agreement, of violation of any of County's rules or regulations, whether by others or by the Contractor himself/herself, or if the Contractor is subject to or a participant in any form of activity which could be characterized as discrimination or harassment.

1.7.6 Compliance with Contractor 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 if this Agreement's total value listed in Exhibit B, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

1.8 Citizenship Duties of Contractor

- A. Contractor will make all reasonable efforts to participate in coordination and optimization of services, including but not limited to participation in quality improvement and utilization management efforts. County and Contractor will jointly develop quality improvement and utilization management participation requirements in advance of such participation.
- B. Contractor will make all reasonable efforts to communicate effectively and coordinate care and services with primary care providers, including but not limited to direct contact with individual providers where clinically indicated.
- C. Contractor will conduct himself/herself with professionalism at all times, which includes but is not limited to courteous and respectful conduct toward, and reasonable cooperation with, all County employees.
- D. To the extent that citizenship duties are discussed in more detail in Exhibits to this Agreement, Contractor shall comply with those additional duties and requirements.

1.9 Provision of Records for County

Contractor shall furnish any and all information, records, and other documents related to Contractor's services hereunder which County may reasonably request in furtherance of its quality assurance, utilization review, risk management, and any other plans and/or programs adopted by County to assess and improve the quality and efficiency of County's services. As reasonably requested, Contractor shall participate in one or more of such plans and/or programs.

1.10 Cooperation with County in Maintaining Licenses

Contractor shall assist County in obtaining, achieving, and/or maintaining any and all licenses, permits, other authorization, and/or accreditation standards which are dependent upon, or applicable to, in whole or in part, Contractor's services under this Agreement.

1.11 Contractor's Conflict of Interest

Contractor shall inform County of any other arrangements which may present a professional, financial, Stark Law, or any other state or federal conflict of interest or materially interfere in Contractor's performance of its duties under this Agreement. In the event Contractor pursues conduct which does, in fact, constitute a conflict of interest or which materially interferes with (or is reasonably anticipated to interfere with) Contractor's performance under this Agreement, County may exercise its rights and privileges under Section 3 below.

1.12 Non-Permitted Uses of County Premises

Contractor agrees not to use, or permit any of Contractor's representatives to use, any County facility or service for any purpose other than the performance of services under this Agreement. Without limiting the generality of the foregoing, Contractor agrees that no part of the premises of County shall be used at any time as an office for private practice or delivery of care for non-County patients.

1.13 No Contract in County Name

Contractor shall not have the right or authority to enter into any contract in the name of County or otherwise bind County in any way without the express written consent of County.

1.14 Regulatory Standards

Contractor shall perform all services under this Agreement in accordance with any and all regulatory and accreditation standards applicable to County and the relevant medical

dental service, including, without limitation, those requirements imposed by the Joint Commission, the Medicare/Medi-Cal conditions of participation, and any amendments thereto.

1.15 Availability of Records for Inspection

As and to the extent required by law, upon written request of the Secretary of Health and Human Services, the Comptroller General, 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 requirements of 42 U.S.C. Section 1395x(v)(1) and the regulations thereto. 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.

1.16 Professional Standards

Contractor shall perform his or her duties under this Agreement in accordance with the rules of ethics of the dental profession. Contractor shall also perform his/her duties under this Agreement in accordance with the appropriate standard of care for his/her dental profession and specialty.

Section 2: Change of Circumstances

In the event either (i) Medicare, Medi-Cal, or any third party payor or any federal, state, or local legislative or regulative authority adopts any law, rule, regulation, policy, procedure, or interpretation thereof which establishes a material change in the method or amount of reimbursement or payment for services under this Agreement; or (ii) any or all such payors/authorities impose requirements which require a material change in the manner of either party's operations under this Agreement and/or the costs related thereto; then, upon the request of either party materially affected by any such change in circumstances, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstance while preserving the original intent of this Agreement to the greatest extent possible. If, after thirty (30) days of such negotiations, the parties are unable to reach an agreement as to how or

whether this Agreement shall continue, then either party may terminate this Agreement upon sixty (60) days prior written notice.

Section 3: Term and Termination

3.1 Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 1, 2022, through August 31, 2025. This agreement recognizes that both parties' Dental Directors and their designees must conduct productive collaboration to establish interface and operational procedures before direct services can begin. These activities must include, at a minimum, orientation to SMMC policies, procedures and requirements of credentialed staff, orientation to the county dental program's policies and procedures and training on the county's eCW electronic health record.

3.2 Extension of Term

The term of the Agreement may be extended by mutual written, signed agreement by both parties.

3.3 Termination

3.3.1 Termination By County

This agreement may be terminated by County at any time upon sixty (60) days written notice to the Contractor.

The County may immediately terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon (1) unavailability of Federal, State, or County funds or (2) closure of the County, SMMC, or the department of SMMC at which Contractor is to provide services, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding or closure.

3.3.2 Termination by Contractor

This agreement may be terminated by Contractor at any time upon sixty (60) days written notice to the County.

3.3.3 Automatic Termination

This Agreement shall be immediately terminated as follows:

- A. Upon Contractor's loss, restriction, or suspension of his or her professional license to practice medicine in the State of California;

- B. Upon Contractor's suspension or exclusion from the Medicare or Medi-Cal Program;
- C. If the Contractor violates the State Dental Practice Act;
- D. If the Contractor's professional practice imminently jeopardizes the safety of patients;
- E. If Contractor is convicted of a crime relevant to the provision of professional services or the practice of dentistry;
- F. If Contractor violates ethical and professional codes of conduct of the workplace as specified under state and federal law;
- G. Upon revocation, cancellation, suspension, or limitation of the Contractor's medical staff privileges at the County;
- H. If Contractor has a guardian or trustee of its person or estate appointed by a court of competent jurisdiction;
- I. If Contractor becomes disabled so as to be unable to perform the duties required by this Agreement;
- J. If Contractor fails to maintain professional liability insurance required by this Agreement;
- K. Upon County's loss of certification as a Medicare and/or Medi-Cal provider; or
- L. Upon the closure of the County, SMMC, or the medical service at SMMC in relation to which the Contractor is providing services.

3.3.4 Termination for Breach of Material Terms

Either party may terminate this Agreement at any time in the event the other party engages in an act or omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the breaching party with no fewer than thirty (30) days advance written notice specifying the nature of the breach. The breaching party shall then have thirty (30) days from the date of the notice (or such longer period as is specified in the notice) in which to remedy the breach and conform its conduct to this Agreement. If such corrective action is not taken within the time specified, this Agreement shall terminate at the end of the notice and cure period (typically sixty

(60) days) measured from the date of initial notice without further notice or demand. Upon breach of the terms of this Agreement by an individual contractor's representative, County shall have the option of withdrawing its acceptance of that individual contractor's representative, as described in Section 1.3.1, without terminating this Agreement. Upon withdrawal of acceptance, Contractor must replace said contractor representative as specified in Section 1.6 of this Agreement. Withdrawal of acceptance of an individual contractor's representative will not, of itself, constitute grounds for termination of this Agreement by either party.

3.3.5 Patient Records Upon Termination and Notice to Patients

All original patient records shall be property of the County. Upon termination of this Agreement, Contractor shall return any such records as may be in Contractor's possession to County, subject to Contractor's right to copies of records.

Section 4: Insurance and Indemnification

4.1 Insurance

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

4.1.1 Violation of This Section or Decrease/Cancellation of Coverage

In the event of either (1) violation of any provision of Section 4 of this Agreement or (2) receipt of notice by the County that any insurance coverage required under Section is will be diminished or cancelled, County at its option may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

4.1.2 Workers' Compensation and Employer Liability Insurance

Contractor shall have in effect during the entire life of this Agreement workers' compensation and employer liability insurance providing full statutory coverage.

In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the California Labor Code:

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

4.1.3 Liability Insurance

Contractor shall take out and maintain during the life of this Agreement such bodily injury liability, property damage liability insurance and professional liability insurance as shall protect him or her, while performing work covered by this Agreement, from any and all claims for bodily injury and property damage which may arise from Contractor's operations or actions under this Agreement, whether such operations/ actions are done by himself or herself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage coverage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

- A. Comprehensive general liability insurance... \$1,000,000
- B. Motor vehicle liability insurance.....\$-0-
- C. Professional liability insurance... \$1,000,000/\$3,000,000

4.1.4 County Adjustment of Insurance Coverage

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

4.1.5 County as Certificate Holder

County and its officers, agents, employees, and servants shall be named as Certificate Holder on any such policies of general liability insurance. Such policies shall also contain a provision that the insurance afforded and professional liability insurance thereby to County and its officers, agents,

employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto.

4.2 Tail Coverage

If Contractor obtains one or more claims-made insurance policies to fulfill its obligations, Contractor will: (i) maintain coverage with the same company during the term of this Agreement and for at least three (3) years following termination of this Agreement; or (ii) purchase or provide coverage that assures protection against claims based on acts or omissions that occur during the period of this Agreement which are asserted after the claims-made insurance policy expired.

4.3 Hold Harmless

Contractor shall indemnify and hold harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description brought for or on account of: (i) injuries or death of any person, including Contractor, resulting from Contractor's negligent or wrongful acts or omissions; (ii) damage to any property of any kind whatsoever and to whomsoever belonging resulting from Contractor's negligent or wrongful acts or omissions; (iii) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this agreement; (iv) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (v) 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 resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damages 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 the Contractor to indemnify and save harmless as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code. Contractor shall indemnify, defend, and hold County harmless from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, Contractor's representatives for services provided under this Agreement.

Section 5: Miscellaneous Provisions

5.1 Notice Requirements

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below; and (2) either deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested -or- deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to the address below. In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

If to County: Chief Executive Officer
San Mateo Medical Center
222 W 39th Avenue
San Mateo, CA 94403
Facsimile: 650/573-2950

With Copy to: County Counsel's Office
400 County Center, 6th Floor
Redwood City, CA 94063
Facsimile: 650/363-4034

If to Contractor: Chief Executive Officer
Sonrisas Dental Health – San Mateo Center
430 N. El Camino Real
San Mateo, CA 94401
Facsimile: (650) 727-3519

5.2 Merger Clause, Amendment, and Counterparts

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

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.3 Partial Invalidity

In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided that the fundamental rights and obligations remain reasonably unaffected.

5.4 Assignment

Because this is a direct patient services contract, Contractor may not assign any of its rights or obligations hereunder without the prior written consent of County. County may assign this Agreement to any successor, to all or substantially all of County's operating assets, or to any affiliate of County. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

5.5 Independent Contractor

Contractor and all Contractor's representatives are performing services and duties under this Agreement as independent contractors and not as employees, agents, or partners of or joint ventures with County. County does retain responsibility for the performance of Contractor and Contractor's representatives as and to the extent required by law and the accreditation standards applicable to County. Such responsibility, however, is limited to establishing the goals and objectives for the service and requiring services to be rendered in a competent, efficient, and satisfactory manner in accordance with applicable standards and legal requirements. Contractor shall be responsible for determining the manner in which services are provided and ensuring that services are rendered in a manner consistent with the goals and objectives referenced in this Agreement.

5.6 Regulatory Requirements

The parties expressly agree that nothing contained in this Agreement shall require Contractor or Contractor's representatives to refer or admit any patients to or order any goods or services from County. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct himself or herself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medi-Cal programs.

5.7 Alternate Dispute Resolution and Venue

The parties firmly desire to resolve all disputes arising hereunder without resort to litigation in order to protect their respective reputations and the confidential nature of certain aspects of their relationship. Accordingly, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be mediated. If mediation is unsuccessful, the parties may take the dispute to Superior Court in San Mateo County.

5.8 Third Party Beneficiaries

This Agreement is entered into for the sole benefit of County and Contractor. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third party beneficiary status on any person or entity not a party to this Agreement, including, without limitation, any Contractor's representative.

5.9 Governing Law

This Agreement shall be governed by the laws of the State of California.

5.10 Non-Discrimination

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.

Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting as part of this Agreement a signed letter of assurance of compliance (Attachment I to this Agreement). Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon written request within one (1) year of the execution of this Agreement.

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.

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

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.

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

- A. Termination of this Agreement;
- B. Disqualification of Contractor from bidding or being awarded a County contract for a period of up to three (3) years;
- C. Liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation; and/or
- D. Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of these paragraphs, the County Manager shall have the authority to:

- A. Examine Contractor's employment records with respect to compliance with this paragraph; and
- B. Offset all or any portion of the amount described in this paragraph against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

Within thirty (30) days, Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notifications shall include the name of the complainant, a copy of such complaint, and description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed/submitted.

Compliance with 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.

Compliance with Federal Regulations. Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

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.

5.11 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.

5.12 General Standards

Contractor shall maintain its operations in compliance with all applicable laws and rules relating to licensure and certification, including but not limited to: Title XXII of the California Administrative Code; those necessary to participate in the Medicare and Medi-Cal programs under Title VIII and Title XIX, respectively, of the Social Security Act; and those required by the Joint Commission. Contractor shall provide satisfactory evidence of such licenses and certificates. Contractor shall inform County of any notice of any incident within its operations which may affect any license or certification related to the provision of professional services or the practice of dentistry held by Contractor.

5.13 Confidentiality of Patient Information and Compliance With Laws

Contractor shall keep in strictest confidence and in compliance with all applicable state and federal laws any patient information. Contractor shall not disclose such information except as permitted by law.

All services to be performed by Contractor pursuant to this Agreement shall be performed (1) in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance and, if applicable, (2) in compliance with the Business Associate requirements set forth in Attachment H, if attached hereto. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

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

5.14 Non-Disclosure of Names

Notwithstanding any other provision of this Agreement, names of patients receiving public social services hereunder are confidential and are to be protected from unauthorized disclosure in accordance with Title 42, Code of Federal Regulations, Section 431.300 *et seq.* and Section 14100.2 of the California Welfare and Institutions Code and regulations adopted thereunder.

For the purpose of this Agreement, all information, records, data, and data elements collected and maintained for the operation of the Agreement and pertaining to patients shall be protected by Contractor from unauthorized disclosure.

With respect to any identifiable information concerning a Medi-Cal patient that is obtained by Contractor, Contractor: (i) will not use any such information for any purpose other than carrying out the express terms of this Agreement; (ii) will promptly submit to California Department of Public Health (CDPH) and the applicable Medi-Cal plan all requests for disclosure of such information; (iii) will not disclose, except as otherwise specifically permitted by this Agreement, any such information to any party other than CDPH and the applicable Medi-Cal plan without prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 *et seq.*, under Section 14100.2 of the Welfare and Institutions Code and regulations adopted thereunder, or as ordered by a court or tribunal of competent jurisdiction; and (iv) will, at

the expiration or termination of this Agreement, return all such information to CDPH and the applicable Medi-Cal Plan or maintain such information according to written procedures sent to health plan by CDPH and the applicable Medi-Cal plan for this purpose.

5.15 Disclosure of Records

Contractor agrees to provide upon reasonable notice to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives, and/or to their appropriate audit agencies access to and the right to examine and audit all records and documents necessary to determine compliance with this Agreement, to determine compliance with relevant federal, state, and local statutes, ordinance, rules, and regulations, and to evaluate the quality, appropriateness, and timeliness of services performed under this Agreement. Contractor shall comply with all provisions of the Omnibus Budget Reconciliation Act of 1980 regarding access to books, documents, and records.

Without limiting the foregoing, Contractor shall maintain such records and provide such information to County and to government officials as may be necessary for compliance by County with all applicable provisions of all state and federal laws governing County. Upon request, County and government officials shall have access to and be given copies of, at reasonable times at the Contractor's place of business (or such other mutually agreeable location in California), the medical records, books, charts, business records, and papers relating to the Contractor's provision of health care services to patients, the cost of such services, payments received by the Contractor from patients (or from others on their behalf), and the financial condition of Contractor. Such records described herein shall be maintained at least four (4) years from the end of the contract term.

All records of Contractor shall be maintained in accordance with the general standards applicable to such book or record keeping and shall be maintained during any governmental audit or investigation.

5.16 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.

5.17 Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments

Exhibit C—Citizenship Duties of Contractor and Other Services

Exhibit D-Tables of Allowable Duties

Exhibit E—Corporate Compliance SMMC Code of Conduct (Third Parties)

Attachment I—§ 504 Compliance

Attachment J—Vendor/Contractor Access Policy

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

For Contractor: Sonrisas Dental Health, Inc.

TC Fecher

Contractor Signature

7-20-22

Date

Tracey Carrillo Fecher

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

SERVICES

In consideration of the payments specified in Exhibit B, Contractor shall perform the services described below under the general direction of the San Mateo Medical Center Dental Program Manager or Designee.

- I. Contractor shall provide professional dental services consistent with his/her area of specialization and hospital privileges for patients referred in writing by San Mateo Medical Center (SMMC). Patients will be referred to Contractor's non-profit, community dental centers for services.
- II.
 - A. A SMMC dental clinic employee will make referrals of Medi-Cal patients who have been qualified by SMMC and are on a SMMC dental clinic waiting list for basic dental care. SMMC will refer established patients only. Established patients are those individuals who have received services from non-dental SMMC clinics within the last three years, and/or all Medi-Cal managed care patients assigned to SMMC by the Health Plan of San Mateo. These referrals will be scheduled and referred to Contractor from the SMMC waiting list on a random basis.
 - B. Services provided by Contractor will consist of "comprehensive dental care". For purposes of this Agreement, comprehensive dental care is defined as "the appropriate level of preventative and restorative care, in light of community standards and patient needs." For this Agreement, the services provided by Contractor will be within the scope of services provided by the dental clinics of SMMC.
 - C. Contractor will accept all patients referred by SMMC following the random assignment of new patients waiting for dental service by the County as noted in 2.A. above, and provide the continuum of dental services needed by those referred patients as set forth in Section II. B, above, to include yearly exams and treatment. The Dental Directors will establish an agreed upon number of visits per week to be scheduled, and the Contractor's clinic location, that reflects needed ramp up time to ensure Contractor providers have been adequately trained in SMMC requirements and the eCW health record.
 - D. The patients referred to Contractor will continue to receive their medical services (i.e., non-dental services) from SMMC.

- E. Patients will be seen within Contractor's regularly scheduled hours of operation (Monday through Fridays).
 - F. Contractor will be responsible for all dental emergencies of patients who had previously been seen at the Contractor's facility and will maintain a full time on-call schedule.
 - G. Contractor and SMMC will meet and confer to develop a referral process for complex procedures. Such complex patient referrals shall be jointly discussed for appropriateness in conjunction with scheduled utilization & quality reviews by the Dental Directors of Contractor and SMMC.
 - H. Contractor and the SMMC Dental Director/Dental Program Manager will meet and confer to collaborate/review treatment plans and quality of documentation and will be subject to SMMC policies, procedures, and practices governing quality improvement and quality assurance, which have been provided to Contractor.
 - I. The County will install eCW and maintain the system in the Contractor's offices solely for acceptance of all referrals and documentation of treatment provided by Contractor under this Agreement, and will collaborate with Contractor's IT consultant with this process. Contractor will make its IT staff reasonably available to assist SMMC/County IT personnel in the installation and maintenance of eCW at Contractor's offices. The County shall not provide access to eCW for any purposes outside the scope of this Agreement or beyond the term of this Agreement
 - J. Contractor shall schedule appointments for patients referred for services pursuant to this Agreement as quickly as is appropriate to the patient's dental condition.
- III. Patients will be referred to the Contractor via eClinical Works (eCW). SMMC will be responsible to inform their patients that they are not to go directly to Contractor's centers without a direct referral by SMMC. If a patient does present at Contractor's offices without having been referred by SMMC, the Contractor will call SMMC and SMMC shall speak directly to their patient and explain the appropriate process for patient referral and explain that Contractor is not to provide services to such patient without a referral from SMMC. All disputes arising from misinformed, confused and/or adamant patients will be objectively investigated by Dental Directors and resolved in a professional and mutually respectful manner.
- IV. County will provide Contractor training and access to eCW.
- V. County will make patient referrals to Contractor through eCW only:
- A. Contractor will document in eCW using industry standard dental coding guidelines

- B. County shall supply appropriate medical information through eCW to Contractor concerning patients referred to Contractor
 - C. The Contractor provider / dentist who treats a patient pursuant to this Agreement will be responsible to sign and close the progress note in eCW in a timely manner.
 - D. Documentation shall follow the format used in SMMC Dental Clinics for treatment and return visits. SMMC will consult with the Contractor regarding the format used in SMMC Dental Clinics for treatment and return visits.
- VI. Contractor shall provide County with eCW documentation of the procedures performed and the patient's oral health and relevant medical condition within three (3) days of any procedures performed pursuant to this Agreement. All patient notes must also be signed and closed within three (3) days.
- VII. Contractor shall fulfill those requirements for active staff membership set forth in Articles 3 and 4.2 of the SMMC Medical Staff Bylaws, Rules and Regulations and maintain such active staff status as a condition of the Agreement.
- VIII. Contractor shall attend regularly and serve without additional compensation on committees responsible for peer review activities, quality assurance, and utilization review as outlined in the SMMC Medical Staff Bylaws, Rules and Regulations.
- IX. Contractor shall provide administrative support to SMMC in meeting dental standards as defined by the Joint Commission, Title XXII and other applicable standards, where applicable.

EXHIBIT B

PAYMENTS

In consideration of the services specified in Exhibit A, County will pay Contractor based on the following:

- I. County shall pay Contractor according to the rate schedule below for each patient visit under this Agreement. For purposes of this Agreement, a “patient visit” means a face-to-face encounter at the Contractor’s facility between a patient properly referred to Contractor pursuant to the terms of this Agreement and one of Contractor’s dental providers, for the purposes of the patient receiving services described in Exhibit A of this Agreement, provided that such services are properly and timely recorded in eCW pursuant to SMMC standards, as set forth in Exhibit A to this Agreement.

September 1, 2022-August 31, 2023	September 1, 2023-August 31, 2024	September 1, 2024-August 31, 2025
\$310	\$318	\$326

The above rates for Fiscal Year 2024 and Fiscal Year 2025 are based on estimated inflationary increases to SMMC’s PPS rates. These rates will be reviewed annually and adjusted as mutually agreed to.

- II. Contractor shall submit a monthly invoice to SMMC reflecting amounts due for the visits provided in the previous month, based on an agreed-upon Visits Report generated from eCW or Invision and provided by SMMC. Such invoice shall be submitted to: SMMC-Accounts- Payable@smcgov.org within 15 days after receipt of the Visits Report. Contractor and County will review the invoicing process after 3 months and will make adjustments as mutually agreed to.
- III. Contractor shall track and keep records on all scheduled referrals, no-show rates, and status of services provided relative to the \$1,000,000 cap for the 3-year term. Contractor shall provide reports on a monthly basis in the form prescribed by SMMC to track the amount of funds that have been charged by Contractor against the \$1,000,000 authorized to be expended under this contract. These reports shall be sent to: San Mateo Medical Center, Dental Manager, 222 W.39th Ave, San Mateo, CA 94403.
- IV. Total payment for services under this Agreement will not exceed ONE MILLION DOLLARS (\$1,000,000) .In the event this maximum is reached during the contract term, the agreement may be amended, provided however, that no payments in excess of the maximum amount stated have or shall be made unless and until a contract authorizing such payment is executed by persons authorized to enter into such a contract. Contractor shall not be obligated to

provide services pursuant to this Agreement for which it would not be paid after the maximum payment amount is reached.

V. The term of this Agreement is September 1, 2022 to August 31, 2025.

EXHIBIT C

CITIZENSHIP DUTIES OF CONTRACTOR AND OTHER SERVICES

- I. Contractor will meet County expectations with respect to dental productivity as determined by relevant standards and adjusted for local conditions. Productivity will be jointly agreed upon in advance by County and Contractor.
- II. Contractor will be physically present in the designated location and prepared to perform designated duties during the entire duration of the relevant work schedule as detailed in Exhibit A. Specifically, Contractor will commence work on time and not leave until duties are complete.
- III. Contractor will work cooperatively with County designees to optimize work flow, including participating in appropriate use of scheduling, proper eCW documentation and other activities as designated by County.
- IV. Contractor will maintain appropriate dental health records, required by County.
- V. Contractor will make all reasonable efforts to schedule the provision of services and procedures, in manner that complies with County's dental demands.
- VI. Contractor will attempt to provide one (1) month notice, but under no circumstances shall provide fewer than two (2) weeks notice, for non-emergency absences from Contractor duties. Notice shall be provided electronically or in writing to the Dental Program Manager or designee.
- VII. Contractor will make all reasonable efforts to participate in coordination and optimization of services, including but not limited to active participation in quality improvement and utilization management efforts.
- VIII. Contractor will make all reasonable efforts to communicate effectively and coordinate care and services with primary care providers, including but not limited to direct contact with individual providers where clinically indicated and participation in primary care provider education, including presentations at noon conferences.
- IX. Contractor and County entities will conduct themselves with professionalism at all times, which includes but is not limited to courteous and respectful conduct toward, and reasonable cooperation with, all County and Contractor employees.

Exhibit D

Tables of Allowable Duties

Table of Permitted Duties Dental Hygiene Updated January 1, 2019

Resource <http://leginfo.legislature.ca.gov/> on March 29, 2019

1907. The following functions may be performed by a registered dental hygienist, in addition to those authorized pursuant to Sections 1908 to 1914, inclusive:

(a) All functions that may be performed by a registered dental assistant.

(b) All persons holding a license as a registered dental hygienist, registered dental hygienist in alternative practice, or registered dental hygienist in extended functions as of December 31, 2005, are authorized to perform the duties of a registered dental assistant specified in this chapter. **All persons issued a license as a registered dental hygienist, registered dental hygienist in alternative practice, or registered dental hygienist in extended functions on or after January 1, 2006, shall qualify for and receive a registered dental assistant license prior to performance of the duties of a registered dental assistant specified in this chapter.**

(Amended by Stats. 2009, Ch. 308, Sec. 11.5. (SB 819) Effective January 1, 2010.)

1908. (a) The practice of dental hygiene includes dental hygiene assessment and development, planning, and implementation of a dental hygiene care plan. It also includes oral health education, counseling, and health screenings.

(b) The practice of dental hygiene **does not include any of the following procedures:**

(1) Diagnosis and comprehensive treatment planning.

(2) Placing, condensing, carving, or removal of permanent restorations.

(3) Surgery or cutting on hard and soft tissue including, but not limited to, the removal of teeth and the cutting and suturing of soft tissue.

(4) Prescribing medication.

(5) Administering local or general anesthesia or oral or parenteral conscious sedation, except for the administration of nitrous oxide and oxygen, whether administered alone or in combination with each other, or local anesthesia pursuant to Section 1909.

(Added by Stats. 2008, Ch. 31, Sec. 47. Effective January 1, 2009. Operative July 1, 2009, by Sec. 55 of Ch. 31.)

1909. A registered dental hygienist is authorized to perform the following procedures under direct supervision of a licensed dentist, after submitting to the hygiene board evidence of satisfactory completion of a course of instruction, approved by the hygiene board, in the procedures:

(a) Soft-tissue curettage.

(b) Administration of local anesthesia.

(c) Administration of nitrous oxide and oxygen, whether administered alone or in combination with each other.

(Amended by Stats. 2018, Ch. 858, Sec. 16. (SB 1482) Effective January 1, 2019.)

1910. A registered dental hygienist is authorized to perform the following procedures under general supervision:

(a) Preventive and therapeutic interventions, including oral prophylaxis, scaling, and root planing.

(b) Application of topical, therapeutic, and subgingival agents used for the control of caries and periodontal disease.

(c) The taking of impressions for bleaching trays and application and activation of agents with nonlaser, light-curing devices.

(d) The taking of impressions for bleaching trays and placements of in-office, tooth-whitening devices.

(Added by Stats. 2008, Ch. 31, Sec. 47. Effective January 1, 2009. Operative July 1, 2009, by Sec. 55 of Ch. 31.)

1910.5. (a) In addition to the duties specified in Section 1910, a registered dental hygienist is authorized to perform the following additional duties, as specified:

(1) Determine which radiographs to perform on a patient who has not received an initial examination by the supervising dentist for the specific purpose of the dentist making a diagnosis and treatment plan for the patient. In these circumstances, the dental hygienist shall follow protocols established by the supervising dentist. This paragraph only applies in the following settings:

(A) In a dental office setting.

(B) In a public health setting, using telehealth, as defined by Section 2290.5, for the purpose of communication with the supervising dentist, including, but not limited to, schools, head start and preschool programs, and community clinics.

(2) Place protective restorations, which for this purpose are identified as interim therapeutic restorations, and defined as a direct provisional restoration placed to stabilize the tooth until a licensed dentist diagnoses the need for further definitive treatment. An interim therapeutic restoration consists of the removal of soft material from the tooth using only hand instrumentation, without the use of rotary instrumentation, and subsequent placement of an adhesive restorative material. Local anesthesia shall not be necessary for interim therapeutic restoration placement. Interim therapeutic restorations shall be placed only in accordance with both of the following:

(A) In either of the following settings:

(i) In a dental office setting.

(ii) In a public health setting, using telehealth, as defined by Section 2290.5, for the purpose of communication with the supervising dentist, including, but not limited to, schools, head start and preschool programs, and community clinics.

(B) After the diagnosis, treatment plan, and instruction to perform the procedure provided by a dentist.

(b) The functions described in subdivision (a) may be performed by a registered dental hygienist **only after completion of a program that includes training in performing those functions**, or after providing evidence, satisfactory to the hygiene board, of having completed a hygiene board-approved course in those functions.

(c) No later than January 1, 2018, the hygiene board shall adopt regulations to establish requirements for courses of instruction for the procedures authorized to be performed by a registered dental hygienist and registered dental hygienist in alternative practice pursuant to Sections 1910.5 and 1926.05, using the competency-based training protocols established by the Health Workforce Pilot Project (HWPP) No. 172

through the Office of Health Planning and Development. The hygiene board shall use the curriculum submitted by the board pursuant to Section 1753.55 to adopt regulatory language for approval of courses of instruction for the Interim Therapeutic Restoration. Any subsequent amendments to the regulations for the Interim Therapeutic Restoration curriculum that are promulgated by the hygiene board shall be agreed upon by the board and the hygiene board.

(d} This section shall become operative on January 1, 2018.

(Amended by Stats. 2018, Ch. 858, Sec. 17. (SB 1482) Effective January 1, 2019.)

1911. (a) A registered dental hygienist may provide, without supervision, educational services, oral health training programs, and oral health screenings.

(b} A registered dental hygienist shall refer any screened patients with possible oral abnormalities to a dentist for a comprehensive examination, diagnosis, and treatment plan.

(c) In any public health program created by federal, state, or local law or administered by a federal, state, county, or local governmental entity, a registered dental hygienist may provide, without supervision, dental hygiene preventive services in addition to oral screenings, including, but not limited to, the application of fluorides and pit and fissure sealants. A registered dental hygienist employed as described in this subdivision may submit, or allow to be submitted, any insurance or third-party claims for patient services performed as authorized in this article.

(Added by Stats. 2008, Ch. 31, Sec. 47. Effective January 1, 2009. Operative July 1, 2009, by Sec. 55 of Ch. 31.)

1912. Any procedure performed or service provided by a registered dental hygienist that does not specifically require direct supervision shall require general supervision, so long as it does not give rise to a situation in the dentist's office requiring immediate services for alleviation of severe pain, or immediate diagnosis and treatment of unforeseeable dental conditions that, if not immediately diagnosed and treated, would lead to serious disability or death.

(Added by Stats. 2008, Ch. 31, Sec. 47. Effective January 1, 2009. Operative July 1, 2009, by Sec. 55 of Ch. 31.)

1913. Unless otherwise specified in this chapter, a registered dental hygienist may perform any procedure or provide any service within the scope of his or her practice in any setting, so long as the procedure is performed or the service is provided under the appropriate level of supervision required by this article.

(Added by Stats. 2008, Ch. 31, Sec. 47. Effective January 1, 2009. Operative July 1, 2009, by Sec. 55 of Ch. 31.)

1914. A registered dental hygienist may use any material or device approved for use in the performance of a service or procedure within his or her scope of practice under the appropriate level of supervision, if he or she has the appropriate education and training required to use the material or device.

(Added by Stats. 2008, Ch. 31, Sec. 47. Effective January 1, 2009. Operative July 1, 2009, by Sec. 55 of Ch. 31.)

1931.

(a} (1) A dental hygienist in alternative practice may provide services to a patient without obtaining written verification that the patient has been examined by a dentist or physician and surgeon licensed to practice in this state.

(2) If the dental hygienist in alternative practice provides services to a patient 18 months or more after the first date that he or she provides services to a patient, he or she shall obtain written verification that the patient has been examined by a dentist or physician and surgeon licensed to practice in this state. The verification shall include a prescription for dental hygiene services as described in subdivision (b).

(b) A registered dental hygienist in alternative practice may provide dental hygiene services for a patient who presents to the registered dental hygienist in alternative practice a written prescription for dental hygiene services issued by a dentist or physician and surgeon licensed to practice in this state. The prescription shall be valid for a time period based on the dentist's or physician and surgeon's professional judgment, but not to exceed two years from the date it was issued.

(Amended by Stats. 2018, Ch. 858, Sec. 29. (SB 1482) Effective January 1, 2019.)

DENTAL ASSISTING TABLE OF PERMITTED DUTIES

The following is a table of duties which Dental Assistants (DA), Orthodontic Assistants (OA), Dental Sedation Assistants (DSA), Registered Dental Assistants (RDA) and Registered Dental Assistants in Extended Functions (RDAEF) are allowed to perform in California.

This table is intended to provide summary information to interested parties. It is not intended to cover all aspects of applicable laws or provide a substitute for reviewing the laws that are cross-referenced below. It is highly recommended that applicants and licensees review the actual text of the laws cited at the link provided below. If a duty is not listed in the sections of law cited below, assistants are NOT allowed to perform the duty. Under each category of assistant is one of the following notations: "D", "C", "G" or "DD".

"D" = the assistant may perform the duty under the Direct supervision of a dentist, which means supervision of dental procedures based on instructions given by a licensed dentist who must be physically present in the treatment facility during the performance of those procedures. The duty must be performed pursuant to the order, control and full professional responsibility of the supervising dentist. Such procedures must be checked and approved by the supervising dentist prior to dismissal of the patient from the office of said dentist.

Note: Dental Sedation Assistant permit holders may also perform the listed duty under a licensed health care professional authorized to administer conscious sedation or general anesthesia in the dental office.

"C" = the assistant may perform the duty in the specified setting under the supervision of a dentist, Registered Dental Hygienist, or Registered Dental Hygienist in Alternative Practice.

"G" = the assistant can perform the duty under the General supervision of a dentist, which means based on instructions given by a licensed dentist, but not requiring the physical presence of the supervising dentist during the performance of those procedures.

"DD" = The supervising licensed dentist shall be responsible for determining whether each authorized procedure performed by a registered dental assistant should be performed under general or direct supervision, except as provided in Section 1777.

The sections of law noted below are contained in the Dental Practice Act located in Chapter 4 of Division 2 of the California Business and Professions Code (BPC). For the actual text of the laws, the following link will take you to the page on the Dental Board's web site <http://www.dbc.ca.gov/lawsregs/laws.shtml>.

ALLOWABLE DUTIES	SECTION OF LAW (Statute or RHulation)	D	C	G	DD
DENTAL ASSISTANT (DA) BPC, SECTION 1750.1					
Extra-oral duties or procedures specified by the supervising licensed dentist, provided that these duties or procedures meet the definition of a basic supportive procedure specified in Section 1750	1750.1			X	
Operate dental radiography equipment for the purpose of oral radiography if the dental assistant has complied with the requirements of Section 1656	1750.1			X	
Perform intraoral and extraoral photography	1750.1			X	
Apply nonaerosol and noncaustic topical agents	1750.1	X			
Apply topical fluoride	1750.1	X			
Take intraoral impressions for all nonprosthodontic appliances	1750.1	X			
Take facebow transfers and bite registrations	1750.1	X			
Place and remove rubber dams or other isolation devices	1750.1	X			
Place, wedge, and remove matrices for restorative procedures	1750.1	X			
Remove postextraction dressings after inspection of the surgical site by the supervising licensed dentist	1750.1	X			
Perform measurements for the purposes of orthodontic treatment	1750.1	X			
Cure restorative or orthodontic materials in operative site with a light-curing device	1750.1	X			
Examine orthodontic appliances	1750.1	X			
Place and remove orthodontic separators	1750.1	X			
Remove ligature ties and archwires	1750.1	X			
After adjustment by the dentist, examine and seat removable orthodontic appliances and deliver care instructions to the patient	1750.1	X			
Remove periodontal dressings	1750.1	X			
Remove sutures after inspection of the site by the dentist	1750.1	X			
Place patient monitoring sensors	1750.1	X			
Monitor patient sedation, limited to reading and transmitting information from the monitor display during the intraoperative phase of surgery for electrocardiogram waveform, carbon dioxide and end tidal carbon dioxide concentrations, respiratory cycle data, continuous noninvasive blood pressure data, or pulse arterial oxygen saturation measurements, for the purpose of interpretation and evaluation by a supervising licensed dentist who shall be at the patient's chairside during this procedure	1750.1	X			
Assist in the administration of nitrous oxide when used for analgesia or sedation. A dental assistant shall not start the administration of the gases and shall not adjust the flow of the gases unless instructed to do so by the supervising licensed dentist who shall be present at the patient's chairside during the implementation of these instructions. This paragraph shall not be construed to prevent any person from taking appropriate action in the event of a medical emergency	1750.1	X			
Apply topical fluoride under the general direction of a licensed dentist or physician, when operating in a school-based setting or a public health program created or administered by a federal, state, county, or local governmental entity pursuant to Sections 104762 and 104830 of the Health and Safety Code	1750.1			X	
Intraoral retraction and suctioning under the supervision of a registered dental hygienist in alternative practice	1750.1		X		

ALLOWABLE DUTIES	SECTION OF LAW (Statute or Regulation)	D	C	G	DD
ORTHODONTIC ASSISTANT PERMIT (OA) BPC, SECTION 1750.3					
All duties that a dental assistant is allowed to perform	1750.3	X			
Prepare teeth for bonding, and select, preposition, and cure orthodontic brackets after their position has been approved by the supervising licensed dentist	1750.3	X			
Remove only orthodontic brackets and attachments with removal of the bonding material by the supervising licensed dentist.	1750.3	X			
Size, fit, and cement orthodontic bands	1750.3	X			
Remove orthodontic bands and remove excess cement from supragingival surfaces of teeth with a hand instrument	1750.3	X			
Place and ligate archwires	1750.3	X			
Remove excess cement with an ultrasonic scaler from supragingival surfaces of teeth undergoing orthodontic treatment	1750.3	X			
DENTAL SEDATION ASSISTANT PERMIT (DSA) BPC, SECTION 1750.5					
All duties that a dental assistant is allowed to perform	1750.5	X			
Monitor patients undergoing conscious sedation or general anesthesia utilizing data from noninvasive instrumentation such as pulse oximeters, electrocardiograms, capnography, blood pressure, pulse, and respiration rate monitoring devices. Evaluation of the condition of a sedated patient shall remain the responsibility of the dentist or other licensed health care professional authorized to administer conscious sedation or general anesthesia, who shall be at the patient's chairside while conscious sedation or general anesthesia is being administered	1750.5	X			
Drug identification and draw, limited to identification of appropriate medications, ampule and vial preparation, and withdrawing drugs of correct amount as verified by the supervising licensed dentist	1750.5	X			
Add drugs, medications, and fluids to intravenous lines using a syringe, provided that a supervising licensed dentist is present at the patient's chairside, limited to determining patency of intravenous line, selection of injection port, syringe insertion into injection port, occlusion of intravenous line and blood aspiration, line release and injection of drugs for appropriate time interval. The exception to this duty is that the initial dose of a drug or medication shall be administered by the supervising licensed dentist	1750.5	X			
Removal of intravenous lines	1750.5	X			
REGISTERED DENTAL ASSISTANT (RDA) BPC, SECTION 1752.4					
All duties that a dental assistant is allowed to perform	1752.4				X
Mouth-mirror inspections of the oral cavity, to include charting of obvious lesions, existing restorations, and missing teeth	1752.4				X
Apply and activate bleaching agents using a nonlaser light-curing device	1752.4				X
Use of automated caries detection devices and materials to gather information for diagnosis by the dentist	1752.4				X
Obtain intraoral images for computer-aided design (CAD), milled restorations	1752.4				X

ALLOWABLE DUTIES	SECTION OF LAW (Statute or Regulation)	D	C	G	DD
REGISTERED DENTAL ASSISTANT (RDA) BPC, SECTION 1752.4- Continued					
Pulp vitality testing and recording of findings	1752.4				X
Place bases, liners, and bonding agents	1752.4				X
Chemically prepare teeth for bonding	1752.4				X
Place, adjust, and finish direct provisional restorations	1752.4				X
Fabricate, adjust, cement, and remove indirect provisional restorations, including stainless steel crowns when used as a provisional restoration	1752.4				X
Place post-extraction dressings after inspection of the surgical site by the supervising licensed dentist	1752.4				X
Place periodontal dressings	1752.4				X
Dry endodontically treated canals using absorbent paper points	1752.4				X
Adjust dentures extra-orally	1752.4				X
Remove excess cement from surfaces of teeth with a hand instrument	1752.4				X
Polish coronal surfaces of the teeth	1752.4				X
Place ligature ties and archwires	1752.4				X
Remove orthodontic bands	1752.4				X
*A registered dental assistant may only perform the following additional duties if he or she has completed a board-approved registered dental assistant educational program in those duties, or if he or she has provided evidence, satisfactory to the board, of having completed a board-approved course in those duties					
*Remove excess cement with an ultrasonic scaler from supragingival surfaces of teeth undergoing orthodontic treatment	1752.4	X			
*The allowable duties of an orthodontic assistant permitholder as specified in Section 1750.3. A registered dental assistant shall not be required to complete further instruction in the duties of placing ligature ties and archwires, removing orthodontic bands, and removing excess cement from tooth surfaces with a hand instrument	1752.4	X			
*The allowable duties of a dental sedation assistant permitholder as specified in Section 1750.5	1752.4	X			
*The application of pit and fissure sealants	1752.4	X			
REGISTERED DENTAL ASSISTANT in EXTENDED FUNCTIONS (RDAEF) BPC, SECTION 1753.5 Licensed on or after January 1, 2010					
All duties that a dental assistant is allowed to perform	1753.5				X
All duties that a registered dental assistant is allowed to perform as specified in and limited by Section 1752.4	1753.5				X
Conduct preliminary evaluation of the patient's oral health, including, but not limited to, charting, intraoral and extra-oral evaluation of soft tissue, classifying occlusion, and myofunctional evaluation	1753.5	X			
Perform oral health assessments in school-based, community health project settings under the direction of a dentist, registered dental hygienist, or registered dental hygienist in alternative practice	1753.5		X		
Cord retraction of gingiva for impression procedures	1753.5	X			
Size and fit endodontic master points and accessory points	1753.5	X			
Cement endodontic master points and accessory points	1753.5	X			
Take final impressions for permanent indirect restorations	1753.5	X			
Polish and contour existing amalgam restorations	1753.5	X			
Adjust and cement permanent indirect restorations	1753.5	X			

ALLOWABLE DUTIES	SECTION OF LAW (Statute or Regulation)	D	C	G	DD
Additional authorized duties of a registered dental assistant in extended functions (RDAEF), BPC, Section 1753.55. A registered dental assistant in extended functions is authorized to perform the additional duties as set forth in subdivision (b) pursuant to the order, control, and full professional responsibility of a supervising dentist, if the licensee meets one of the following requirements: (1) Is licensed on or after January 1, 2010. (2) Is licensed prior to January 1, 2010, has successfully completed a board-approved course in the additional procedures specified in paragraphs (1), (2), (5), and (7) to (11), inclusive, of subdivision (b) of Section 1753.5, and passed the examination as specified in Section 1753.4. The pocket license of the authorized licensee will state the RDAEF perform the duties per B&P 1753.5 and 1753.55.					
Determine which radiographs to perform on a patient who has not received an initial examination by the supervising dentist for the specific purpose of the dentist making a diagnosis and treatment plan for the patient. In these circumstances, the dental assistant in extended functions shall follow protocols established by the supervising dentist. This paragraph only applies in the following settings: (A) In a dental office setting. (B) In public health settings, using telehealth, as defined by Section 2290.5, for the purpose of communication with the supervising dentist, including, but not limited to, schools, head start and preschool programs, and community clinics, under the general supervision of a dentist.	1753.55			X	
Place protective restorations in a dental office setting, under the direct or general supervision of a dentist as determined by the dentist.	1753.55				X
Place protective restorations after the diagnosis, treatment plan, and instruction to perform the procedure provided by a dentist in public health settings, using telehealth, as defined by Section 2290.5, for the purpose of communication with the supervising dentist, including, but not limited to, schools, head start and preschool programs, and community clinics, under the general supervision of a dentist.	1753.5S			X	
REGISTERED DENTAL ASSISTANT in EXTENDED FUNCTIONS (RDAEF) BPC, SECTION 1753.6 Licensed prior to January 1, 2010 and has not completed a Board-approved course in the additional procedures specified in paragraphs (1), (2), (5) and (7) to (11) inclusive, of Section 1753.5 (b) and an examination as specified in Section 1753.4					
All duties that a registered dental assistant is allowed to perform as specified in and limited by Section 1752.4	1753.6				X
Cord retraction of gingiva for impression procedures	1753.6				X
Take final impressions for permanent indirect restorations	1753.6	X			
Formulate indirect patterns for endodontic post and core castings	1753.6	X			
Fit trial endodontic filling points	1753.6	X			
Apply pit and fissure sealants	1753.6	X			
Remove excess cement from subgingival tooth surfaces with a hand instrument	1753.6	X			

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 I

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

Contractor (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:

Tracey Carrillo Fecher

Name of Contractor(s):

Sonrisas Dental Health – San Mateo Center

Street Address or P.O. Box:

430 N. El Camino Real

City, State, Zip Code:

San Mateo, CA 94401

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

Signature:

Title of Authorized Official:

CEO

Date:

*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."