

COUNTY pursuant to this Agreement. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without prior written consent of COUNTY. Any attempted assignment or delegation in derogation of this paragraph shall be void. A change in the business structure of CONTRACTOR, including but not limited to, change in the majority ownership, change in the form of CONTRACTOR'S business organization, management of CONTRACTOR, CONTRACTOR'S ownership of the business dealing with CONTRACTOR under this Agreement, or filing of bankruptcy by CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.

14.2 **CAPTIONS** - Captions in this Agreement are descriptive only and do not affect the intent or interpretation of the Agreement.

14.3 **ENTIRE AGREEMENT** - This Agreement, including any Statement(s) of Work entered into pursuant to it, constitutes the entire agreement of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This contract may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the parties hereto.

14.4 **AMENDMENT** - This Agreement may be amended or modified only by mutual written consent of the parties.

14.5 **ATTORNEYS FEES** - If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and reasonable costs, in addition to any other relief to which such party may be entitled.

14.6 **TIME IS OF THE ESSENCE** - Time shall be of the essence of each and every term, obligation, and condition of this Agreement.

14.7 **GOVERNING LAW** - COUNTY, CONTRACTOR and this Agreement are subject to the laws of the State of California and the United States of America, and regulations promulgated thereto. Any provision required to be in this Agreement by any of applicable federal or state law, and regulations thereto shall bind COUNTY and CONTRACTOR, whether or not expressly provided in this Agreement.

14.8 **GOVERNMENT CLAIMS ACT** - The provisions of the Government Claims Act (Government Code section 900 et. seq.) must be followed first for any disputes arising under this Agreement.

15.0 JURISDICTION, VENUE, ATTORNEY FEES, SEVERABILITY

15.1 This Agreement and its construction and interpretation as to validity, performance and breach shall be construed under the laws of the State of California. Any legal action related to this Agreement shall be filed in the appropriate court (Municipal or Superior) of the State of California located in Riverside, California.

15.2 **SEVERABILITY** - In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

15.3 **INVALIDITY AND SEVERABILITY** - If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be in effect only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

15.4 **LIMITATIONS OF SEVERABILITY** - In the event the removal of a provision rendered invalid or unenforceable or declared null and void had the effect of materially altering the obligations of either party in such manner as to cause serious financial hardship to such party, the party so affected shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the other party.

15.5 **INDEPENDENT CONTRACTOR** - The CONTRACTOR is, for purposes arising out of this contract, an Independent CONTRACTOR and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR shall in no event, as a result of this contract, be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. CONTRACTOR hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

15.5.1 It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

16.0 INTEREST OF CONTRACTOR

16.1 The CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The CONTRACTOR further covenants that in the performance of this contract, no person having any such interest shall be employed or retained by it under this contract

CONDUCT OF CONTRACTOR

17.1 The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR'S interest, if any, which are or which the CONTRACTOR believes to be incompatible with any interest of the COUNTY.

17.2 The CONTRACTOR shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with his contract. In this connection, the term 'privileged information' includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selection of CONTRACTOR or subcontractors in advance of official announcement.

17.3 The CONTRACTOR or employees thereof shall not offer gifts, gratuity, favors, entertainment directly or indirectly to COUNTY employees.

18.0 CONFLICT OF INTEREST

18.1 CONTRACTOR and CONTRACTOR'S employees shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

19.0 EXHIBITS

19.1 All exhibits attached to this Agreement, and referenced herein, are incorporated into and made part of this Agreement.

20.0 CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT

20.1 CONTRACTOR certifies that the individual signing herein has authority to execute this Agreement on behalf of CONTRACTOR, and may legally bind CONTRACTOR to the terms and conditions of this Agreement, and any attachments hereto.

21.0 EDD REPORTING REQUIREMENTS

21.1 In order to comply with child support enforcement requirements of the State of California, the COUNTY of Riverside may be required to submit a Report of Independent CONTRACTOR(s) form **DE 542** to the Employment Development Department. The selected CONTRACTOR agrees to furnish the required CONTRACTOR data and certifications to the COUNTY of Riverside within 10 days of notification of award of contract when required by the EDD.

21.2 It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in contract being awarded to another CONTRACTOR. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of contract. Failure to cure such breach within 60 calendar days of notice from the COUNTY shall constitute grounds for termination of the contract.

21.3 If you have any questions concerning this reporting requirement, please call (916) 657-0529. You may also contact your local Employment Tax Customer Service Office listed in your telephone directory in the State Government section under "Employment Development Department," or you may access their Internet site at www.edd.ca.gov.

22.0 RIGHT TO ACQUIRE EQUIPMENT AND SERVICES

22.1 Nothing in this agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the COUNTY to be in its best interest.

23.0 FORCE MAJEURE

23.1 In the event CONTRACTOR is unable to comply with any provision of this agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, CONTRACTOR shall not be held liable to COUNTY for such failure to comply.

23.2 In the event COUNTY is unable to comply with any provision of this agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CONTRACTOR for such failure to comply.

24.0 CAPTIONS AND PARAGRAPH HEADINGS

24.1 Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

25.0 NOTICES

25.1 All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

COUNTY:

Medically Indigent Services Program
P.O. Box 9610
Moreno Valley, California 92552-9610
Attn: Stephen Chu
Hospital Fiscal Office
Fiscal Department

CONTRACTOR:

Santa Maria Dental Office
82-204 Hwy 111, Ste. A
Indio, Ca 92201
Attention: Elvia Juarez

Or to such other address(es) as the parties may hereafter designate:

IN WITNESS WHEREOF, the parties hereto have caused their duly appointed representatives to execute this CONTRACTOR Agreement for Dental Care Services for Riverside COUNTY

DENTAL CONTRACTOR

By: [Signature]
(Signature)

By: Elvia Juarez - MATA
(Print Name)

DDS
Title

12/2/13
Date

COUNTY OF RIVERSIDE

[Signature]
(Signature)

JEFF STONE
(Print Name)

Chairman, Board of Supervisor
Title

APR 22 2014
Date

ATTEST:
KECIA HARPER-IHEM Clerk of the Board

By: [Signature]
Deputy

(SEAL)

APPROVED AS TO FORM:

By: [Signature]
Deputy County Counsel

4/3/14
Date

Contractor Officers, Owner, Stockholders, Creditors

Officers: Elvia Juarez-Mata

Owners: Elvia Juarez-Mata

Stockholders: Elvia Juarez-Mata

Major Creditors: Elvia Juarez-Mata

EXHIBIT 2

Scope of Services

Medically Indigent Services Program MISP
Dental Outpatient services by Contract Providers
County of Riverside

OUTPATIENT DENTAL SERVICES

Outpatient Dental Services are defined to be those dental services rendered on an outpatient basis which if not diagnosed and treated, would lead to severe pain, injury or disability leading to hospitalization. The County of Riverside shall reimburse contractor based on the Denti-Cal Schedule of Maximum Allowable Rates. The following services shall be reimbursable.

A. Services Which May Be Rendered Without Prior Authorization To a Maximum of \$200.00 per patient, Per Fiscal Year (July 1, 2013 through June 30, 2014).

Treatment plan development shall reflect the limitations of the benefit set:

1. Visits and Diagnostic
 - D0150 Comprehensive oral evaluation – new or established patient
 - D0220 Intraoral – periapical first film **or**
 - D0272 Bitewings – two films
 - D0230 Intraoral – periapical each additional film

2. Management of acute pain of infection of chief complaint:
 - D9430 Office visit for observation (during regularly scheduled hours) – no other services performed
 - D9110 Palliative (emergency) treatment of dental pain – minor procedure
 - D7140 Extraction, erupted tooth or exposed root (elevation and/or forceps removal)
 - D7210 Surgical removal or erupted tooth requiring elevation of mucoperiosteal flap and removal of bone and/or section of tooth
 - D7250 Surgical removal of residual tooth roots (cutting procedure)
 - D7220 Removal of impacted tooth – soft tissue
 - D7230 Removal of impacted tooth – partially bony
 - D7240 Removal of impacted tooth – completely bony
 - D7510 incision and drainage of abscess – extraoral soft tissue
 - D7520 Incision and drainage of abcess – extraoral soft tissue
 - D4341 Periodontal scaling and root planning – four or more contiguous teeth or bounded teeth spaces per quadrant
 - D4342 Periodontal scaling and root planning – one to three teeth, per quadrant
 - D6930 Recement fixed partial denture

**TREATMENT NOTES MUST BE SUBMITTED WITH ALL
CLAIMS FOR EMERGENCY SERVICES**

Contractor shall report the provision of urgent/emergent services to the Riverside County Regional Medical Center Continuing Care Manager as outlined in Section 2.4 Standards. Notification of services and report documentation via the MISP Referral Request Form (RRF, see EXHIBIT 3) including radiograph(s), must be submitted to the MISP Fiscal Intermediary Services (FIS) claims processing department within ten (10) working day. Maxillofacial, trauma and oral surgery can be provided at:

Riverside County Regional Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555

B. Restrictions and Limitation to Services Rendered With Prior Authorization

Contractor shall seek prior authorization for all services that are not urgent-emergent in nature by submitting a completed MISP Referral Request Form (RRF) to the Riverside County Regional Medical Center Continuing Care Manager, P.O. Box 9610, Moreno Valley, CA 92552-9610 attn: Lidia Cox or by faxing it to (951) 486-4655. Contractor shall attach sufficient supporting medical information to the MISP Referral Request Form (RRF) for authorization determination. Treatment plan development shall reflect the limitations of the benefit set.

1. Restorative

Routine restorative services are not covered in most circumstances. Trauma related restorations required a time frame and history.

Request for treatment of deep caries (approaching pulp) must include chief complaint, periapical radiograph(s), symptoms and complete pulpal testing, including electric pulp testing (EPT) or tooth being assessed and nearest adjacent teeth.

2. Endodontics

Anterior or critical abutment teeth may be eligible for root canal therapy (CT). Posterior teeth are not generally eligible for RCT unless they are critical abutments, but may be eligible for pulpectomy. The Request Referral Form (RRF) must be accompanied by a periapical radiograph of the specific tooth and full mouth radiograph(s) showing detail of the entire dentition.

Complete pulpal testing including EPT and periodontal charting of tooth being evaluated and nearest adjacent teeth must be included, as well as the chief complaint and symptoms.

- Therapeutic pulpectomy
- Anterior root canal therapy

3. Periodontics

Routine initial periodontal treatment and maintenance are not covered.

- Full mouth debridement to enable comprehensive evaluation and diagnosis.
- This procedure will be limited to patients with medical necessity

4. Removable Prosthetics

Dentures are not ordinarily covered. Dentures and partial dentures requires prior authorization with documentation specifying urgent underlying medical need, which without immediate dental care, would lead to hospitalization or medical disability.

- Acrylic based stayplates for trauma related esthetic emergencies require a time frame and history of anterior teeth being replaced.
- Fluoride gel carrier, limited to patients having head and neck radiation and certain chemotherapy treatment.

5. Fixed Prosthetics

Fixed prosthetics are not ordinarily covered. Larger composite and amalgams build-ups can be bonded as an interim restoration. (See also, restorative criteria)

6. Extractions

Providers shall restrict extraction to two sextant per visit. Extraction of third molars and supernumerary teeth are not limited per visit. Patients needing extractions exceeding these limits must provide supporting medical information with the Request Referral Form (RRF) and radiographs.

7. Other Services

Other services may be provided through MISP via the Request Referral Form pre-authorization, given sufficient documentation at the discretion of the Riverside County Regional Medical Center continuing care manager. This benefit of services is not intended to cover all emergent dental care, which may be necessary in the unusual circumstance or medically compromised patient.

Original Request Referral Forms (RRF) shall be returned to the contractor outlining the authorized services. MISP dental providers must advise clients that non-urgent/non-emergent services may require follow-up by a Fee-For Service dental provider. Treatment will be limited in any one Fiscal Year to \$1,000.00 for any MISP eligible client, including the services rendered Without Prior Authorization. Special authorization by the Riverside County Regional Medical Center continuing care manager in writing must be obtained to exceed this limit. All dental services as authorized by the Riverside County Regional Medical Center continuing care manager at the current Denti-Cal rates will not exceed Fifteen Thousand (\$15,000.00) per dental provider per Fiscal Year, (i.e., July 1, 2013 through June 30, 2014).

C. Services Not Covered

The following services are not covered when done as a screening process, recall treatment or routine (non-urgent) care.

- Routine examination
- Routine full mouth radiograph (Photograph)
- Bitewings, four films
- Routine prophylaxis
- Routine restoration treatment
- Routine removable or fixed prosthetics

EXHIBIT 3

County of Riverside
Riverside County Regional Medical Center
Medically Indigent Services program (MISP)

MISP Referral Request Form

The MISP Referral Request Form will be completed as follows:

Incomplete/no signatures on the RRF will be returned to providers for completion. All eligible clients must have active MISP eligibility status.

1. Mark the Urgent/Emergent, Standing/Extended or Standard boxes as applicable.
2. Patient demographic information.
 - a) Patient last name
 - b) Patient first name
 - c) Patient middle initial
 - d) MISP class (i.e. 4 active enrollment in the MISP program, 5 active enrollment in the MISP program with an MISP Share of Cost. 8 pending Medi-Cal, 9 pending Medi-Cal with a Share of Cost)
 - e) Patient full address
 - f) Patient Social Security Number (when applicable) or Client ID
 - g) Patient telephone number
 - h) Patient date of birth
 - i) Mark appropriate box for gender
 - j) Patient RCRMC Medical Record Number.
3. Referring Provider/Clinic
 - k) Dental referring provider name
 - l) Address
 - m) Telephone number
 - n) Fax number
4. Request Provider/Service/Vendor
 - o) Dental provider name
 - p) Address
 - q) Telephone number
 - r) Fax number
5. Physician/attending signature (please print name if signature is unreadable)
6. Reason for Referral – Diagnosis/Denti-Cal codes (must be completed)
7. Requested Procedures/Orders – Please describe in detail, including Denti-Cal codes for services being requested.

8. The Riverside County Regional Medical Center Continuing Care manager will review all Referral Request Forms and will approve, denied or deferred as appropriate with signatures.
9. If Referral Request Form is faxed to provider/ vendor and/or referring provider, this box will be marked as appropriate.
10. Additional comments - any additional comments as appropriate and eligibility verification by and worked number will be clearly marked on the Referral Request Form.

EXHIBIT 4

County of Riverside Riverside County Regional Medical Center Medically Indigent Services program (MISP)

MISP Eligibility Criteria

Under Section 1700 of the California Health and Welfare Code, California counties are obligated to provide for indigent medical services. Section 17000 applies to all county residents who do not have the ability to pay for health care services and who meet the county's MISP eligibility criteria standards.

The current standards are

- Client must be able to show proof that he/she has been a resident of Riverside County for 30 days or more and be able to provide proof.
- Client must complete an MISP application form and show proof of current eligibility status.
- Client must be an adult between the ages of 21 and 64 years of age and have no linkage to the State Medi-Cal program.
- Client must not be insured.
- Client must be able to show proof of support (i.e., income).
- Client must show proof of identity.
- Client must not have a valid visitor's visa from another country.
- Client must not be in Riverside County for the sole purpose of rehabilitation.
- Client must not be institutionalized at a Skilled Nursing Facility (NSF) or Institution for Mentally Disable (IMD).

EXHIBIT 5

County of Riverside Riverside County Regional Medical Center Medically Indigent Services program (MISP)

MISP Financial Guidelines

MISP has adopted the Federal Poverty Levels (FPL's), which are adjusted annually, as the standard for determining financial eligibility. The Federal Poverty Level's (FPL's) offer a reliable index to base the MISP financial eligibility criteria.

MISP as adopted 100% of FPL and the baseline for financial eligibility with no Share of Cost (SoC) and 200% of FPL being the maximum income allowable. Household size will be limited to seven (7) related and non-related individuals. Eligibility and share of cost (SoC) is based on household size and income as verified through bank statements, check stubs, income tax documentation or declaration of support. The amount of SoC is based on the Uniform Method of Determining Ability to Pay (UMDAP) index as adopted by mental health.

MISP CO-Payments Schedule

Riverside County MISP is committed to the transition of MISP beneficiaries out of the traditional uncoordinated environment into a managed care delivery system. The managed care initiative, developed by MISP administration in concert with the Department of Health Services Agency, seeks to achieve the following objectives:

- Improve the overall health of the community
- Provide for the MISP clients understanding and use of health services
- Provide client choice and improved access of appropriate health services
- Provide timely and cost-effective delivery of appropriate and quality services
- Improve client health status through health promotion
- Foster shared responsibility for health care between client and providers
- A Co-payment, due at the time services are received, has been implemented. The schedule of co-pays are as follows:
 - a) \$2.00 Per Prescription
 - b) \$5.00 Per Outpatient Visits
 - c) \$10.00 Per Emergency Room Visits

EXHIBIT 6

County of Riverside
Riverside County Regional Medical Center
Medically Indigent Services program (MISP)

MISP HCRM WEB ACCESS
<https://misphcrm.co.riverside.ca.us>

In order for providers to verify client MISP current enrollment eligibility through the MISP HCRM Web Access, please have ready the following information when calling.

1. Required information needed
 - Client First Name
 - Client Last Name
 - Client Social Security Number
 - Client date of birth or
 - Contact ID

2. Access the MISP HCRM Web Access by typing the web address listed above, once you access the web page, type the following information
 - User Name
 - User password
 - Click “Log In”

3. In the eligibility search type the following information where applicable.
 - Client first
 - Client last name or
 - Client Social Security Number or
 - Date of birth or
 - Contact ID
 - Click “Search Eligibility”
 - If client found, it will give the number of search found
 - Under eligibility, click on view
 - It will show contact ID and
 - A reference number will be given
 - Write down reference number for your records.
 - Once eligibility process has been complete
 - Log out

EXHIBIT 7

County of Riverside
Riverside County Regional Medical Center
Medically Indigent Services Program (MISP)

Claims Reimbursement

1. The Medically Indigent Services Program (MISP) delegates claims processing to Fiscal Intermediary Services, an organization of the Riverside County Regional Medical Center, having demonstrated the capability to perform claims processing for all services for which providers are contracted under the Medically Indigent Services Program Agreement.
2. Providers shall be paid or denied all claims within forty five (45) working days. This standard is based on the time frame from the initial receipt of the claims evidenced by a date stamp until an Explanation of Benefits (EOB) is mailed to the providers as evidenced by the postage cancellation date.
3. Providers must submit initial claims for payment no later than thirty (30) days following the date of service, evidenced by the postal cancellation
4. The claims processing systems identifies and tracks all claims, and is able to produce monthly reports which contains the following information
 - Date claims received
 - Date claims paid
 - Claims pending for payment
 - Claims on hand to be processed
 - Aging of claim
5. It is to the Provider's advantage to collect the outpatient visit co-payments amount from the member at the time of service. Patients with an MISP Share of Cost are required to pay for services only until the Share of Coast is met. Payments for services will be adjudicated at the contractual rate.
6. Submitted claims should contain the following information in order to be processed for payment in a timely manner.
 - a) All claims must be submitted for payment on a DC-017A (R4/96) or appropriate dental claims form.
 - b) Valid current five (5) alpha numeric Denti-Cal procedure codes

c) Patient demographic information

- Patient Last, First, Middle Name
- Patient Social Security Number or Client Contact ID
- Patient's gender
- Patient's date of birth
- Patient's current address
- Patient's dental record number (if applicable)

d) Referring provider information

- Radiographs attached? Number if applicable
- Other attachments
- Accident/Injury?
- Employment Related?
- Other Dental Coverage? If YES client is not eligible for dental services under the Riverside County MISP program.
- Medi-Care Dental Coverage? If YES client is not eligible for dental services under the Riverside County MISP program.
- Patient referring provider number (when applicable)
- All other pertinent patient information as required on forms

e) Provider information

- Full name of provider
- Address
- Telephone number
- Fax number
- Tax Identification Number (**all claims must have TIN number**)
- Dates of service
- Amount billed by procedure code
- Name of person performing service and his/her signature
- Other documentation as needed, such as RRF for prior authorization or other medical necessity notes

7. Dental claims without completed or missing information will be returned to dental providers for completion with a date noted that the additional documentation is due. If requested information is not received within the designated timeframe of the first request, a second request will be sent.
8. If dental provider does not respond to the request for additional information within 14 business day, a denial Explanation of Benefits (EOB)/letter will be issued indicating requesting information was not received.
9. Current Denti-Cal Schedule of Maximum Dental Allowances will be used as a basis for payment to dental providers.
10. FIS is available from 8:00 am – 4:00 pm Monday through Friday to assist and answer any questions related to claims processing. The telephone number is (951) 486-4195, Fax number (951) 486-4655.

11. Provider is responsible to bill all Third party payers. The Medically Indigent Services Program (MISP) is the secondary payor in the event of third party payers. During the course of treatment client becomes Medi-Cal eligible, providers are required to bill Medi-Cal and refund any payments made by Medically Indigent Services Program (MISP).

EXHIBIT 8

County of Riverside
Riverside County Regional Medical Center
Medically Indigent Services Program (MISP)

Explanation of Benefits (EOB)

The FIS Explanation of Benefits will have the following information for your review in identifying the patient information on paid/denied claims. This will also be the information you will need to match the patient information with the county warrant.

1. Providers information
 - Providers name
 - Address
 - City
 - State
 - Zip code
 - TIN ID
2. Box 1
 - FIS bill ID number (15 digit number)
 - Approval/denial codes (3 digit, 1 letter, 2 number)
3. Box 2
 - Member ID number
 - Procedure code number
4. Box 3
 - Tooth number
5. Box 4
 - Patient's account number (when applicable)
6. Box 5
 - Patient Last Name
 - Dates of service from through
7. Box 6
 - Patient's First and middle name
 - Billed amount
8. Box 7
 - Quantity being billed
9. Box 8
 - Not applicable
10. Box 9
 - MISP Co-Pays (when applicable)
11. Box 10
 - Amounts being paid
12. Total Payment Due To Providers

EXHIBIT 9

County of Riverside
Riverside County Regional Medical Center
Medically Indigent Services Program (MISP)

Claims Appeals

Dental providers may appeal to Fiscal Intermediary Services (FIS) if he/she believes a claim for covered dental services rendered to an MISP eligible client has been unfairly denied. MISP encourages dental providers to work directly with FIS to resolve the issue.

Appeal Procedures

1. Dental providers who has been denied payment for services must appeal to FIS in writing within 60 (sixty) calendar days of the date printed on the FIS Explanation of Benefits as evidenced by the EOB printed date. All appeals must include the following information:
 - Copy of original DC-0174A (R4/96) dental claim form marked "COPY"
 - Copy of FIS denial EOB
 - Hardcopy of MISP RRF if prior authorization Received
 - If verbal authorization received, give details of any limitations to the authorization, name of person providing verbal authorization, date and time of authorization given (follow-up call for additional services requires same information)
 - Documentation proving an attempt to obtain authorization from the RCRMC Continuing Care Manager (at a minimum should indicate the telephone number called and the date and time the call was made and if message was left).
 - Any other information to assist FIS in validating the appropriateness of services rendered
 - Cover letter describing the argument for appeal
2. FIS verifies member MISP eligibility for dates of service in question and ensures dental claim was submitted in a timely manner by provider. If member is not eligible for MISP eligibility for the dates of service in question, a second denial EOB/letter will be issued to the appealing party.
3. If the denial is based on unauthorized services, the RCRMC Continuing Care Manager will review the appeal and renders a decision within ten (10) working days.
4. If Dental Review upholds the denial, dental provider will be notified in writing of decision.
5. If Dental Review overturns FIS denial, FIS will be notified of decision and dental provider will be sent a copy of decision and dental claim(s) will be paid within thirty (30) working days.

JAN 22 2014

RECEIVED

**RIVERSIDE COUNTY
MEDICALLY INDIGENT SERVICES PROGRAM**

DENTAL AGREEMENT

This Agreement is made and entered into by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, through its Medical Indigent Services Program, (MISP) hereafter referred to as COUNTY and **Sebastian A. Gonzales, DDS, Circle City Dental** hereafter referred to as CONTRACTOR.

WHEREAS, Government Code Section 31000 authorizes the COUNTY to contract for special services to be provided by persons/entities who are specially trained, experienced and competent to perform the services required.

WHEREAS, COUNTY has the responsibility to provide medically necessary dental services to the residents of Riverside COUNTY who are eligible for certain medical programs;

WHEREAS, CONTRACTOR is a dental provider who has the expertise, special skills, knowledge and experience to perform the duties set out herein to persons eligible for these programs; and,

WHEREAS, the parties wish to make a full statement of their respective rights and responsibilities in connection with the provision of Dental Services as utilized by COUNTY during the term of this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained the PARTIES hereto mutually agree as provided on pages 1 through 18, and EXHIBIT 1 through 9, attached hereto and incorporated herein.

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meaning described below:

1.1 "Agreement" means this CONTRACTOR Agreement for the provision of dental services to the eligible persons of the Medically Indigent Services Program (MISP) of Riverside County, and all Exhibits, addendum and amendments hereto.

1.2 "Medically Indigent Services Program "(MISP) means a State mandated program developed in accordance with Welfare and Institutions Code Section 17000 at seq. (as amended by AB 799 and SB 2012)

1.3 "Emergency Dental Conditions" means a medical condition which is manifested by acute symptoms of sufficient severity (including severe pain) such that a prudent lay person, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate dental attention to result in one or more of the following conditions: placing the health of the individual in serious jeopardy; serious impairment to bodily function; or serious dysfunction of any bodily organ or part.

1.4 "Emergency Services" means those dental services needed to evaluate or stabilize an Emergency Dental Condition as outlined in EXHIBIT 2 which is attached hereto and incorporated herein.

1.5 "Eligible Person" means those persons who have enrolled in the Medically Indigent Services program (MISP) and qualify under the guidelines as approved by the Riverside County Board of Supervisors and set forth in EXHIBIT 4 which is attached hereto and incorporated herein.

1.6 "Medically Necessary" means all services which are reasonable and necessary to protect life, to prevent significant illness or significant disability or to alleviate severe pain and the diagnosis or treatment of disease, illness or injury.

1.7 "Continuing Care Manager" means a manager who is employed by the County of Riverside, responsible for supervising, coordinating and authorizing dental treatment referrals.

1.8 "RRF" means a Referral Request Form that has been completed with specific information identifying the eligible person, the diagnosis, and the permitted treatment recommended to the Continuing Care Manager for dental care of MISP eligible persons as evidenced by the signature of the Continuing Care Manager. As outlined in EXHIBIT 3.

2.0 DUTIES OF CONTRACTOR

2.1 **CONTRACTOR RESPONSIBILITIES** - CONTRACTOR shall provide to MISP eligible persons those Emergency Dental Services which are Medically Necessary when such services are authorized by the COUNTY, and in accordance with this Agreement. CONTRACTOR is responsible for coordinating the provision of Dental Services with the Riverside County Continuing Care Manager or MISP Administrator, P O Box 9610, Moreno Valley, California 92552-9610.

2.1.1 The services covered by this Agreement are services that have been authorized and provided in accordance with policies and procedures established by COUNTY. When appropriate, CONTRACTOR shall be responsible for determining whether persons are eligible for services. All programs and COUNTY operating procedures shall apply, including eligibility verification, pre-certification, and prior authorization.

2.2 **FINANCIAL RISK:** CONTRACTOR shall be at financial risk for the cost of any dental services provided to an MISP eligible person that exceed the reimbursement provided by the COUNTY. CONTRACTOR shall be at financial risk for the cost of all services rendered to eligible persons during the term of this Agreement that are in excess of the amount of the monies allocated for the CONTRACTOR by the COUNTY.

2.3 **ACCESSIBILITY OF SERVICES** - CONTRACTOR shall provide timely access to Emergency Dental Care Services in accordance with community standards. CONTRACTOR shall be at financial risk for the cost of all services rendered to those persons not found to be eligible for MISP.

2.4 **PRIOR AUTHORIZATION** - CONTRACTOR shall obtain advance authorization from the Continuing Care Manager or MISP Administrator as applicable and outlined in EXHIBIT 3, prior to the rendering of any non-emergent service for an MISP eligible person. In the case of an emergency, CONTRACTOR agrees to notify the Continuing Care Manager, 26520 Cactus Avenue, Moreno Valley, California 92555, in writing during normal business hours on the day of service, or on the first working day following the service on weekends, holidays, or after hours. Failure to provide this notification will result in the non-payment by the County for those services.

2.5 **STANDARDS** – CONTRACTOR agrees to perform its duties under this agreement in a manner consistent with the reasonable administrative guidelines developed by the MISP Administrator and all applicable state and federal laws and regulations relating to the delivery of Dental Care Services and in accordance with community standards. Dental Care Services shall be rendered by qualified dental providers. All Dental Care shall be provided in accordance with generally accepted industry standards.

2.6 **ASSURANCE OF MISP DENTAL CARE** - Dental Care Services shall be rendered by qualified dental providers, unhindered by fiscal and administrative management. CONTRACTOR'S fiscal and administrative concerns or any dispute with COUNTY and CONTRACTOR concerning their respective obligations under this Agreement or otherwise shall not influence nor cause any delay in services provided by CONTRACTOR to MISP eligible persons.

2.7 **INSPECTION OF FACILITIES** - In every instance where CONTRACTOR utilizes a facility to provide Dental Care Services under this Agreement, such facilities shall comply with applicable State and/or federal law, and regulations. CONTRACTOR agrees that it shall cooperate with inspections of such facilities, which are required to assure compliance with required facility standards.

2.8 **CITATIONS** - CONTRACTOR shall notify COUNTY in writing of formal charges of any regulatory or licensing agency, which contains any citation of CONTRACTOR for failure to meet any required standard; any legal or government action against any of its licenses, accreditations, or certifications; or any other situation that will materially impair the ability of CONTRACTOR to carry out the duties and obligations under this Agreement.

2.9 **UTILIZATION REVIEW (UR)** - CONTRACTOR agrees to participate in the Utilization Review program developed by Riverside County Regional Medical Center Administrator and to abide by decisions resulting from that review, subject to any rights of reconsideration that may be available under RCRM/MISP Administration program. CONTRACTOR agrees to provide access to COUNTY'S utilization review and case management personnel for the purpose of conducting concurrent review and case management on MISP eligible persons who are receiving Dental Care Services.

2.10 **QUALITY ASSURANCE (QA) PROGRAM** - CONTRACTOR agrees to cooperate in the COUNTY'S Quality Assurance program, with regular monitoring and evaluation of compliance with the Quality Assurance standards and policies and procedures, including participation in MISP grievance resolutions and quality of care studies for these MISP eligible persons for which CONTRACTOR shall provide services. CONTRACTOR shall also implement its own ongoing quality assurance program which shall develop procedures for ensuring that the quality of care provided by CONTRACTOR conforms with generally accepted community practices. CONTRACTOR shall develop written procedures for remedial action whenever, as determined by the quality assurance program, inappropriate or substandard services have been furnished or services that should have been furnished have not been furnished.

2.10.1 CONTRACTOR hereby agrees that, where applicable, services provided hereunder will be performed in harmony with COUNTY policy and procedure.

2.11 **MISP GRIEVANCE RESOLUTION** - CONTRACTOR shall make its best effort to notify MISP Administration, P O Box 9610, Moreno Valley, California 92552-9610 immediately, upon its knowledge of a complaint by an MISP eligible person. The MISP dental grievance system shall make its best efforts to resolve the dispute to the satisfaction of the MISP eligible person within thirty (30) days of receipt of dispute resolution, or upon the time frame required by applicable law, whichever is less. CONTRACTOR agrees to cooperate with COUNTY in resolving MISP dental grievances related to the provision of services and agrees to participate in the grievance review procedures of COUNTY. At no time shall an MISP eligible person's medical or dental condition be permitted to deteriorate because of delay in provision of care that CONTRACTOR disputes. Fiscal and/or administrative concerns shall not influence the independence of the medical decision making process to resolve any medical disputes between the patient and the provider of service.

2.12 **SUBCONTRACT FOR WORK OR SERVICES**- No contract shall be made by the CONTRACTOR with any party for furnishing any of the work or services herein contained without the prior written approval of the COUNTY Contract Administrator but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned for services there under, or for parties named in the proposal and agreed to under any resulting contract.

2.13 **OTHER CONTRACTUAL COMMITMENTS** - CONTRACTOR represents and assures COUNTY that contractual commitments to HMOs, competitive medical plans and/or other related entities does not restrict or impair CONTRACTOR from performing its duties under this Agreement and does not constitute a conflict of interest with the provision of Dental Care Services to MISP eligible persons. CONTRACTOR shall ensure that subcontracting providers used to provide Dental Care Services to MISP eligible persons meet the standards set by COUNTY, and consistent with community standards. CONTRACTOR shall ensure that all subcontractors are bound by the provisions of this Agreement, and shall ensure that all subcontractors have not been excluded from participation in any state or federal program.

2.14 **NONDISCRIMINATION** CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, Accommodations in facilities, or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical attention, or physical or mental handicap, and shall comply with all other requirements of law regarding non discrimination and affirmative action including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities.

2.14.1 For the purpose of this Agreement, distinctions on the ground of race, religion, color, sex, national origin, age, or physical or mental handicap include but not limited to the following:

- A. Denying an MISP eligible person or providing to an MISP eligible person any services or benefit which is different, or is provided in a different manner or at a different time from that provided to other eligible persons under this Agreement.
- B. Subjecting an MISP eligible person to separate treatment in any matter related to his/her receipt of any Dental Service, except when necessary for infection control.
- C. Restricting an MISP eligible person differently in any way in the enjoyment of any advantage or privilege enjoyed by others receiving similar service or benefit.
- D. Treating an MISP eligible person differently from others in determining whether he/she satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.

E. The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

2.14.2 CONTRACTOR agrees to comply with the provisions of Title 2, CCR, Section 8107 et. seq., as may be amended from time to time, as incorporated by reference herein. CONTRACTOR agrees to include this Nondiscrimination Clause in any and all subcontracts to perform services under this Agreement. The provisions of subsection (b) of Title 2, CCR, Section 8107 shall be applicable for this Agreement.

2.15 CONFORMANCE TO OTHER LAW

CONTRACTOR certifies compliance with the Americans with Disabilities Act of 1990 (42 USC, Section 12100 et. seq.) and the Drug Free Workplace Act of 1990 (Government Code Section 8355 et. seq.).

2.15.1 CONTRACTOR certifies awareness of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA standard and laws and regulations relating thereto and shall use its best efforts to comply therewith as to all relative elements under this Agreement.

2.16 IDENTIFICATION OF OFFICERS, OWNERS, STOCKHOLDERS, CREDITORS - On an annual basis, CONTRACTOR shall identify the names of the following persons by listing them on EXHIBIT 1 of this Agreement, attached hereto and incorporated herein by this reference.

- A. CONTRACTOR officers;
- B. CONTRACTOR owners, including parent corporation(s);
- C. Stockholders owning greater than 10% of any stock issued by CONTRACTOR;
- D. Major creditors holding more than 10% of any debts owed by CONTRACTOR.

In addition, CONTRACTOR shall use best efforts to notify COUNTY within thirty (30) days of any changes in the information in EXHIBIT 1.

2.17 AVAILABILITY OF SERVICES - CONTRACTOR agrees to provide COUNTY with current information regarding CONTRACTOR'S services, programs and benefits on an annual basis, which shall include, but not be limited to, the identification of deletions and additions to CONTRACTOR'S services.

2.18 PROVISION OF INFORMATION - CONTRACTOR shall provide COUNTY and/or governmental agencies with such data and other information regarding the rendition of services as may be reasonably requested or as may be otherwise required for compliance with applicable regulatory and disclosure requirements. CONTRACTOR shall execute such additional verifications or documents as may be required by law or regulation.

2.19 **OTHER REPORTING** - CONTRACTOR agrees to submit all information or other reports, in a timely manner, as may be required to enable COUNTY to fulfill its reporting and other obligations under the Agreement.

2.20 **ADMINISTRATIVE GUIDELINES** - CONTRACTOR agrees to perform its duties under this Agreement in a manner consistent with the reasonable administrative guidelines provided by the COUNTY.

3.0 **LICENSE**

3.1 CONTRACTOR shall, through the term of this Agreement, maintain all licenses necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, County of Riverside, and all other governmental agencies. CONTRACTOR shall notify COUNTY immediately, in writing, of inability to obtain or maintain such license. Said inability shall be cause for immediate termination of this Agreement.

3.2 CONTRACTOR shall ensure that CONTRACTOR'S employees, agents, and subcontractors performing services under the terms of this Agreement are in compliance with all relative licensing requirements. CONTRACTOR hereby agrees to notify COUNTY immediately, in writing, of inability of CONTRACTOR or any of CONTRACTOR'S employees, agents and subcontractors to obtain or maintain such license(s). Said inability shall be cause for immediate termination of this Agreement.

3.3 COPY REQUIRED. A copy of each such license, permit, approval, waiver, exemption, registration, accreditation, and certificate shall be provided to MISAP Administration upon request.

3.4 Further, CONTRACTOR hereby agrees to abide by the standards of dental practice of the profession when performing services hereunder.

4.0 **DUTIES OF COUNTY**

4.1 **USE OF CONTRACTOR** - COUNTY agrees to use CONTRACTOR for the provision of Dental Care Services as set forth herein and as is determined by medical need, geographic proximity/convenience for patient, or patient preference on a referral on an as needed basis.

4.2 **ADMINISTRATION** - COUNTY agrees to perform all necessary administrative, accounting and reporting requirements and other functions to state and federal regulators consistent with this Agreement.

4.3 **UTILIZATION REVIEW (UR) PROGRAM** - COUNTY shall establish a Utilization Review program, which shall seek to avoid unnecessary dental and medical services while ensuring the delivery of Dental Care Services to MISP eligible persons, which are medically necessary. The Utilization Review program will include, but will not be limited to, prior authorization, quality management and retrospective review. COUNTY shall provide prior authorization to CONTRACTOR for dental treatment of MISP eligible clients. Prior authorizations shall provide the scope of coverage and time frames for service delivery.

4.4 **ADMINISTRATION OF PAYMENTS** - COUNTY agrees to pay CONTRACTOR in accordance with the terms and procedures set forth in this Agreement.

4.5 **AVAILABILITY OF FUNDING** The COUNTY obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

5.0 **BILLING AND COMPENSATION**

5.1 **CLAIMS** - In order to receive payment for services rendered, CONTRACTOR shall bill MISP/FIS on the Denti-Cal Form or a HCFA 1500 or their successor forms, whichever is applicable, **within thirty (30) days from the date of service for outpatient services**. CONTRACTOR agrees to provide COUNTY with all information necessary to verify and substantiate the provisions of and charges for Dental Care Services including providing the authorization number on the form, or their successor forms.

5.2 **SURCHARGES** - Notwithstanding the provisions herein, CONTRACTOR shall in no event, without limitation, bill, charge, collect and deposit, or attempt to bill, charge, collect or receive any form of payment from any MISP eligible persons for Dental Care Services provided pursuant to this Agreement. CONTRACTOR also agrees it shall not maintain any action at law or equity against an MISP eligible patient to collect sums owed by COUNTY to CONTRACTOR.

5.2.1 Upon notice of any such surcharge or action, COUNTY may terminate this Agreement consistent with the provisions contained herein and take all other appropriate action consistent with the terms of this Agreement to eliminate such activity. CONTRACTOR'S obligations regarding the collection of surcharges from MISP eligible persons shall survive the termination of this Agreement.

5.2.2 Failure of CONTRACTOR to act in accordance with any of the provisions of this section shall constitute a material breach of the Agreement and the Agreement may be subject to termination by COUNTY pursuant to the provisions herein. In addition, COUNTY may take any other appropriate administrative or legal action to enjoin and otherwise restrain CONTRACTOR'S violation of the provisions of this section, including offsetting the amount of said collections against any future payment, and/or reimbursement to MISP eligible persons or their representatives of any charges or surcharges collected by CONTRACTOR from MISP eligible persons.

5.3 **POTENTIAL TORT LIABILITY** - CONTRACTOR shall make no claim for recovery of the value of Dental Care Services rendered to an MISP eligible person, when such recovery would result from an action involving the tort liability of a third party or recovery from estates of deceased MISP eligible persons or casualty liability including Workers' Compensation awards and uninsured motorist coverage.

5.4 **COMPENSATION** - In consideration for services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall be entitled to received payments in accordance with the rates and limits as outlined in EXHIBIT 2, within forty five (45) working days of receipt from CONTRACTOR of an uncontested claim which is accurate, complete and otherwise in accordance with the provisions herein.

5.4.1 **ADEQUACY OF COMPENSATION** - Maximum payments by COUNTY to CONTRACTOR shall not exceed the maximum amount of this contract for the period of **July 1, 2013 to June 30, 2014**, shall not exceed the contract amount of Ten Thousand (\$10,000), with an option to renew annually for up to two one-year periods in amounts not to exceed the program budget limits.

5.5 **ADEQUACY OF COMPENSATION** - CONTRACTOR shall accept the payments specified in this Agreement as payment in full for all Dental Care Services provided to MISP eligible persons and for all administrative costs incurred for providing such services. In the event COUNTY fails to make any payments to CONTRACTOR as provided herein, MISP eligible persons shall not be liable to CONTRACTOR under any circumstances for Dental Care Services. CONTRACTOR'S prohibition regarding the collection of payments from MISP eligible persons for services covered by COUNTY shall survive the termination of this Agreement.

5.6 **DISALLOWANCE** - In the event the CONTRACTOR receives payment for services under this contract which is later disallowed for nonconformance with the terms and conditions herein by the COUNTY, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY upon request, or at its option, the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR under any contract with the COUNTY.

6.0 RECORDS MAINTENANCE, AVAILABILITY, INSPECTION AND AUDIT

6.1 **CONTRACTOR RESPONSIBILITY** - CONTRACTOR shall maintain and provide adequate records and information as reasonably necessary to COUNTY so that COUNTY may properly administer the various health services programs and be consistent with state and federal law.

6.1.1 CONTRACTOR shall make available, upon written request by and duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the cost of services provided by CONTRACTOR. CONTRACTOR shall maintain books and records for at least five (5) years from the termination of this Agreement. CONTRACTOR to provide COUNTY with reports and information relative to this Agreement and in accordance with terms set forth herein, as may be requested by COUNTY. This obligation is not terminated upon a termination of the Agreement, whether by rescission or otherwise.

6.2 **MONITORING** - CONTRACTOR hereby agrees to establish procedures for self-monitoring and shall permit an appropriate official of the COUNTY, State or Federal government to monitor, access, or evaluate CONTRACTOR'S performance under this Agreement upon reasonable notice to CONTRACTOR and at any reasonable time.

6.3 **RECORDS OPEN FOR INSPECTION** - CONTRACTOR shall make available, upon written request by and duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by CONTRACTOR. All such CONTRACTOR shall maintain books and records for at least five (5) years from the termination of this Agreement. Records shall include MISP patient records (subject to applicable State and Federal law governing the confidentiality of medical records), and/or financial records pertaining to the cost of operations and income received for Dental Care Services rendered to MISP eligible persons. All aforementioned records shall be made available at all reasonable times at the CONTRACTOR'S site upon reasonable request by COUNTY. CONTRACTOR shall maintain its books and records in accordance with general standards for books and record keeping.

6.4 CONTRACTOR to provide COUNTY with reports and information relative to this Agreement and in accordance with terms set forth herein, as may be requested by COUNTY.

6.5 **PUBLIC RECORDS** - CONTRACTOR acknowledges and agrees that information, communications, and documents given by or to COUNTY, and meetings involving COUNTY management may be subject to the public records and meetings laws and regulations of the State of California.

6.6 **QUALITY ASSURANCE AND UTILIZATION REVIEW RECORDS** - CONTRACTOR shall cooperate with COUNTY'S QA and UR programs and, upon reasonable request, shall provide COUNTY with summaries of, or access to records maintained by CONTRACTOR and required in connection with such programs, subject to applicable state and federal laws concerning the confidentiality of medical records.

7.0 HOLD HARMLESS/INDEMNIFICATION

7.1 CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claims or action based upon such alleged acts or omissions. CONTRACTOR also agrees to hold harmless the patient in the event that COUNTY cannot or will not pay for services performed by CONTRACTOR pursuant to this Agreement.

7.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without prior consent of COUNTY; provided; however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to COUNTY as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless COUNTY shall be subject to COUNTY having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related actions, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

7.3 COUNTY agrees to defend, indemnify, and hold harmless CONTRACTOR and its officers, directors, agents, and employees from and against any and all fines, claims, demands, suits, actions, and costs (including, without limitation, reasonable attorney's fees) of any kind and nature arising by reasons of the acts or omissions of COUNTY, or of its officers, directors, agents, and employees in connection with the obligations imposed by this Agreement.

7.4 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR'S from indemnifying the COUNTY to the fullest extent allowed by law.

8.0 INSURANCE

8.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. CONTRACTOR shall maintain such insurance or self-insurance and provide COUNTY with Certificate(s) of Coverage as set forth herein.

8.2 **WORKER'S COMPENSATION** - If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the law of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of The COUNTY of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

8.3 **COMMERCIAL GENERAL LIABILITY** - Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and complete operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agent or representatives as Additional Insured's. Policy limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

8.4 **VEHICLE LIABILITY** - If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the obligations under this agreement, then CONTRACTOR'S shall maintain liability insurance and/or self-insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agent or representatives as Additional Insured's.

8.5 **PROFESSIONAL LIABILITY INSURANCE** - CONTRACTOR shall maintain Professional Liability and/or self-insurance coverage for the CONTRACTOR'S performance of work included within this Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and **\$3,000,000** annual aggregate. If CONTRACTOR'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his/her sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior to Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificate of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

8.6 **GENERAL INSURANCE PROVISIONS – ALL LINES:**

A. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY'S Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

B. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

C. CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. **CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.**

D. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

E. The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

F. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

G. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

9.0 LIABILITY FOR OBLIGATIONS

9.1 Nothing contained in this Agreement shall cause either party to be liable or responsible for any debt, liability, or obligation of the other party, or any third party, unless such liability or responsibility is expressly assumed by the party sought to be charged therewith.

10.0 DISPUTE RESOLUTION

10.1 **DISPUTES** - COUNTY and CONTRACTOR agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement, prior to the filing of a claim under the Government Claims Act (Government Code Section 900 et. seq.), and prior to the initiation of any litigation by either party.

10.2 **ADVERSE GOVERNMENT ACTION** - In the event any action of any department, branch or bureau of the Federal, State, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) days notice or may terminate sooner if agreed to by both parties.

11.0 TERMINATION OF AGREEMENT

11.1 **TERM** - This Agreement shall be effective as of July 1, 2013 and continues in effect through June 30, 2014, with an option to renew annually for up to two one-year periods in amounts not to exceed the program budget limits.

11.2 **TERMINATION** - COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

11.3 **TERMINATION AGREEMENT** - Upon the effective date of termination of this Agreement, CONTRACTOR shall provide and return to COUNTY all confidential and proprietary information.

11.4 **CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT BY CONTRACTOR** - The following shall constitute cause for immediate termination of this Agreement by CONTRACTOR. **Breach of Material Term and Failure to Cure** - COUNTY'S breach of any material term, covenant, or condition and subsequent failure to cure such breach within thirty (30) days following written notice of such breach.

11.5 CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT BY COUNTY - The following shall constitute cause for immediate termination of this Agreement by COUNTY:

- A. Breach of Material Term and Failure to Cure – CONTRACTOR’S breach of any material term, covenant, or condition and subsequent failure to cure such breach within thirty (30) days following written notice of such breach.
- B. Failure to Provide Services - Failure of CONTRACTOR to provide Dental Care Services to MISP eligibles as authorized herein.
- C. Preservation of the Safety, Health and/or Welfare of MISP Eligibles – Determination by COUNTY that the safety, health and/or welfare of MISP eligibles are placed in danger by CONTRACTOR.
- D. Loss of Licensing - Failure by CONTRACTOR to secure and maintain the necessary governmental licenses, accreditation or certification required for the performance of duties hereunder.
- E. Loss of Insurance Coverage - Failure by CONTRACTOR to maintain adequate general and professional liability insurance coverage, as provided herein.
- F. Insolvency of CONTRACTOR - including the filing of bankruptcy of CONTRACTOR.

11.6 CURE PERIOD PROVISIONS - In the event that either party defaults in the performance of any duties or obligations under this Agreement, the non-breaching party shall serve written notice of breach of contract on the breaching party. The breaching party shall have thirty (30) days from receipt of the notice of breach to cure said breach. If the breach is not cured within this time frame, the non-breaching party has sole discretion to extend such cure period. If the breach is not cured within this time frame, as may be extended at non-breaching party’s sole discretion, this Agreement may thereafter be terminated as provided herein.

11.6.1 These cure period provisions shall not be applicable when the breach is of a nature where CONTRACTOR has failed to provide services, or the safety, health and/or welfare of MISP eligible persons is at risk, at the sole determination of RCRMC/MISP Administration.

12.0 CONTINUING CARE RESPONSIBILITIES

12.1 **CARE OF MISP Eligible Persons** - In the event of termination of this Agreement, CONTRACTOR shall not be released of its obligation to continue to provide services to MISP eligible persons, and shall continue to provide and be compensated for Dental Care Services under the terms of this Agreement as outlined in EXHIBIT 2 to MISP eligible persons who are receiving treatment on an outpatient basis on the date of termination until the effective date of completion of an authorized treatment or the transfer of care of such MISP eligible to another authorized dental provider.

12.2 **MISP DENTAL RECORDS** - Upon termination of this Agreement, CONTRACTOR agrees to assist COUNTY in the transfer of MISP dental care by making available copies of dental records, patient files and other pertinent information necessary for efficient case management of MISP eligible persons.

12.3 **PHASE-OUT PAYMENT** - During the phase-out period, CONTRACTOR may file a claim with COUNTY for services provided. Compensation during the phase-out period shall be at the agreed contract rate (as outlined in EXHIBIT 2) and applicable terms that are in effect for the last term of this Agreement.

13.0 CONFIDENTIAL AND PROPRIETARY INFORMATION

13.1 **CONFIDENTIALITY OF INFORMATION** - COUNTY and CONTRACTOR agrees to protect from unauthorized disclosure names and other identifying information concerning either person receiving services under this Agreement or persons whose names or other identifying information becomes known to CONTRACTOR as a result of services performed under this Agreement, except statistical information not identifying any such person.

13.2 CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by MISP client or MISP client's representative, any such identifying information to anyone other than authorized COUNTY personnel without prior written authorization from the COUNTY.

13.3 For the purpose of this paragraph, "identify" shall include, but not limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voiceprint or photograph.

13.4 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) -

The CONTRACTOR in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

13.5 CONTRACTOR USE OF INFORMATION - CONTRACTOR shall not disclose or use any confidential and proprietary information for its own benefit or gain either during the term of this Agreement or after the date of termination of this Agreement, provided.

13.6 DISSEMINATION OF INFORMATION - CONTRACTOR agrees that COUNTY may use CONTRACTOR'S name, address, and telephone number in any informational material routinely distributed to MISP eligible persons and for other purposes related to the administration and marketing of COUNTY Program as an indication of CONTRACTOR'S willingness to provide Health Care Services and/or CONTRACTOR Services to MISP eligible clients.

13.7 CONTRACTOR ADVERTISING - Prior to listing or otherwise referencing COUNTY in any promotional or advertising brochures, media announcements or other advertising or marketing material, CONTRACTOR shall first obtain the prior written consent of the Riverside County Regional Medical Center Director.

13.8 USE OF NAMES AND TRADEMARKS - COUNTY and CONTRACTOR each reserve the right to control the use of its name, symbols, trademarks, or other marks currently existing or later established. However, either party may use the other party's symbol, trademarks, or other marks with the prior written approval of the other party. COUNTY shall be allowed to use the name of CONTRACTOR in its promotional activities and marketing campaign as described in section 13.6 herein.

14.0 GENERAL PROVISIONS

14.1 ASSIGNMENT AND DELEGATION - CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of the COUNTY, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts if approved by the COUNTY. No subcontract shall terminate or alter the responsibilities of the CONTRACTOR to

COUNTY pursuant to this Agreement. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without prior written consent of COUNTY. Any attempted assignment or delegation in derogation of this paragraph shall be void. A change in the business structure of CONTRACTOR, including but not limited to, change in the majority ownership, change in the form of CONTRACTOR'S business organization, management of CONTRACTOR, CONTRACTOR'S ownership of the business dealing with CONTRACTOR under this Agreement, or filing of bankruptcy by CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.

14.2 **CAPTIONS** - Captions in this Agreement are descriptive only and do not affect the intent or interpretation of the Agreement.

14.3 **ENTIRE AGREEMENT** - This Agreement, including any Statement(s) of Work entered into pursuant to it, constitutes the entire agreement of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This contract may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the parties hereto.

14.4 **AMENDMENT** - This Agreement may be amended or modified only by mutual written consent of the parties.

14.5 **ATTORNEYS FEES** - If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and reasonable costs, in addition to any other relief to which such party may be entitled.

14.6 **TIME IS OF THE ESSENCE** - Time shall be of the essence of each and every term, obligation, and condition of this Agreement.

14.7 **GOVERNING LAW** - COUNTY, CONTRACTOR and this Agreement are subject to the laws of the State of California and the United States of America, and regulations promulgated thereto. Any provision required to be in this Agreement by any of applicable federal or state law, and regulations thereto shall bind COUNTY and CONTRACTOR, whether or not expressly provided in this Agreement.

14.8 **GOVERNMENT CLAIMS ACT** - The provisions of the Government Claims Act (Government Code section 900 et. seq.) must be followed first for any disputes arising under this Agreement.

15.0 JURISDICTION, VENUE, ATTORNEY FEES, SEVERABILITY

15.1 This Agreement and its construction and interpretation as to validity, performance and breach shall be construed under the laws of the State of California. Any legal action related to this Agreement shall be filed in the appropriate court (Municipal or Superior) of the State of California located in Riverside, California.

15.2 **SEVERABILITY** - In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

15.3 **INVALIDITY AND SEVERABILITY** - If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be in effect only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

15.4 **LIMITATIONS OF SEVERABILITY** - In the event the removal of a provision rendered invalid or unenforceable or declared null and void had the effect of materially altering the obligations of either party in such manner as to cause serious financial hardship to such party, the party so affected shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the other party.

15.5 **INDEPENDENT CONTRACTOR** - The CONTRACTOR is, for purposes arising out of this contract, an Independent CONTRACTOR and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR shall in no event, as a result of this contract, be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. CONTRACTOR hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

15.5.1 It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

16.0 **INTEREST OF CONTRACTOR**

16.1 The CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The CONTRACTOR further covenants that in the performance of this contract, no person having any such interest shall be employed or retained by it under this contract

CONDUCT OF CONTRACTOR

17.1 The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR'S interest, if any, which are or which the CONTRACTOR believes to be incompatible with any interest of the COUNTY.

17.2 The CONTRACTOR shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with his contract. In this connection, the term 'privileged information' includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selection of CONTRACTOR or subcontractors in advance of official announcement.

17.3 The CONTRACTOR or employees thereof shall not offer gifts, gratuity, favors, entertainment directly or indirectly to COUNTY employees.

18.0 CONFLICT OF INTEREST

18.1 CONTRACTOR and CONTRACTOR'S employees shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

19.0 EXHIBITS

19.1 All exhibits attached to this Agreement, and referenced herein, are incorporated into and made part of this Agreement.

20.0 CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT

20.1 CONTRACTOR certifies that the individual signing herein has authority to execute this Agreement on behalf of CONTRACTOR, and may legally bind CONTRACTOR to the terms and conditions of this Agreement, and any attachments hereto.

21.0 EDD REPORTING REQUIREMENTS

21.1 In order to comply with child support enforcement requirements of the State of California, the COUNTY of Riverside may be required to submit a Report of Independent CONTRACTOR(s) form **DE 542** to the Employment Development Department. The selected CONTRACTOR agrees to furnish the required CONTRACTOR data and certifications to the COUNTY of Riverside within 10 days of notification of award of contract when required by the EDD.

21.2 It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in contract being awarded to another CONTRACTOR. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of contract. Failure to cure such breach within 60 calendar days of notice from the COUNTY shall constitute grounds for termination of the contract.

21.3 If you have any questions concerning this reporting requirement, please call (916) 657-0529. You may also contact your local Employment Tax Customer Service Office listed in your telephone directory in the State Government section under "Employment Development Department," or you may access their Internet site at www.edd.ca.gov.

22.0 RIGHT TO ACQUIRE EQUIPMENT AND SERVICES

22.1 Nothing in this agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the COUNTY to be in its best interest.

23.0 FORCE MAJEURE

23.1 In the event CONTRACTOR is unable to comply with any provision of this agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, CONTRACTOR shall not be held liable to COUNTY for such failure to comply.

23.2 In the event COUNTY is unable to comply with any provision of this agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CONTRACTOR for such failure to comply.

24.0 CAPTIONS AND PARAGRAPH HEADINGS

24.1 Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

25.0 NOTICES

25.1 All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

COUNTY:

Medically Indigent Services Program
P.O. Box 9610
Moreno Valley, California 92552-9610
Attn: Stephen Chu
Hospital Fiscal Officer
Fiscal Department

CONTRACTOR:

Sebastian A. Gonzales
Circle City Dental
720 Magnolia Avenue
Suite A-3
Corona, CA 92879
Attn: Sebastian Gonzales

Or to such other address(es) as the parties may hereafter designate:

IN WITNESS WHEREOF, the parties hereto have caused their duly appointed representatives to execute this CONTRACTOR Agreement for Dental Care Services for Riverside COUNTY

DENTAL CONTRACTOR

COUNTY OF RIVERSIDE

By: Sebastian A. Garza MS
(Signature)

Jeff Stone
(Signature)

By: Sebastian A. Garza MS
(Print Name)

JEFF STONE
(Print Name)

owner
Title

Chairman, Board of Supervisor

2/21/14
Date

APR 22 2014
Date

ATTEST:
KECIA HARPER-IHEM, Clerk of the Board

By: Kecia Harper-Ihem
Deputy

(SEAL)

APPROVED AS TO FORM:

By: Alfred [Signature]
Deputy County Counsel

4/3/14
Date

EXHIBIT 1

Contractor Officers, Owner, Stockholders, Creditors

Officers:

Owners:

Robert G. C. MS

Stockholders:

no

Major Creditors:

no

EXHIBIT 2

Scope of Services

Medically Indigent Services Program MISP
Dental Outpatient services by Contract Providers
County of Riverside

OUTPATIENT DENTAL SERVICES

Outpatient Dental Services are defined to be those dental services rendered on an outpatient basis which if not diagnosed and treated, would lead to severe pain, injury or disability leading to hospitalization. The County of Riverside shall reimburse contractor based on the Denti-Cal Schedule of Maximum Allowable Rates. The following services shall be reimbursable.

A. Services Which May Be Rendered Without Prior Authorization To a Maximum of \$200.00 per patient, Per Fiscal Year (July 1, 2013 through June 30, 2014).

Treatment plan development shall reflect the limitations of the benefit set:

1. Visits and Diagnostic
 - D0150 Comprehensive oral evaluation – new or established patient
 - D0220 Intraoral – periapical first film **or**
 - D0272 Bitewings – two films
 - D0230 Intraoral – periapical each additional film

2. Management of acute pain of infection of chief complaint:
 - D9430 Office visit for observation (during regularly scheduled hours) – no other services performed
 - D9110 Palliative (emergency) treatment of dental pain – minor procedure
 - D7140 Extraction, erupted tooth or exposed root (elevation and/or forceps removal)
 - D7210 Surgical removal or erupted tooth requiring elevation of mucoperiosteal flap and removal of bone and/or section of tooth
 - D7250 Surgical removal of residual tooth roots (cutting procedure)
 - D7220 Removal of impacted tooth – soft tissue
 - D7230 Removal of impacted tooth – partially bony
 - D7240 Removal of impacted tooth – completely bony
 - D7510 incision and drainage of abscess – extraoral soft tissue
 - D7520 Incision and drainage of abcess – extraoral soft tissue
 - D4341 Periodontal scaling and root planning – four or more contiguous teeth or bounded teeth spaces per quadrant
 - D4342 Periodontal scaling and root planning – one to three teeth, per quadrant
 - D6930 Recement fixed partial denture

**TREATMENT NOTES MUST BE SUBMITTED WITH ALL
CLAIMS FOR EMERGENCY SERVICES**

Contractor shall report the provision of urgent/emergent services to the Riverside County Regional Medical Center Continuing Care Manager as outlined in Section 2.4 Standards. Notification of services and report documentation via the MISP Referral Request Form (RRF, see EXHIBIT 3) including radiograph(s), must be submitted to the MISP Fiscal Intermediary Services (FIS) claims processing department within ten (10) working day. Maxillofacial, trauma and oral surgery can be provided at:

Riverside County Regional Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555

B. Restrictions and Limitation to Services Rendered With Prior Authorization

Contractor shall seek prior authorization for all services that are not urgent-emergent in nature by submitting a completed MISP Referral Request Form (RRF) to the Riverside County Regional Medical Center Continuing Care Manager, P.O. Box 9610, Moreno Valley, CA 92552-9610 attn: Lidia Cox or by faxing it to (951) 486-4655. Contractor shall attach sufficient supporting medical information to the MISP Referral Request Form (RRF) for authorization determination. Treatment plan development shall reflect the limitations of the benefit set.

1. Restorative

Routine restorative services are not covered in most circumstances. Trauma related restorations required a time frame and history.

Request for treatment of deep caries (approaching pulp) must include chief complaint, periapical radiograph(s), symptoms and complete pulpal testing, including electric pulp testing (EPT) or tooth being assessed and nearest adjacent teeth.

2. Endodontics

Anterior or critical abutment teeth may be eligible for root canal therapy (CT). Posterior teeth are not generally eligible for RCT unless they are critical abutments, but may be eligible for pulpectomy. The Request Referral Form (RRF) must be accompanied by a periapical radiograph of the specific tooth and full mouth radiograph(s) showing detail of the entire dentition.

Complete pulpal testing including EPT and periodontal charting of tooth being evaluated and nearest adjacent teeth must be included, as well as the chief complaint and symptoms.

- Therapeutic pulpectomy
- Anterior root canal therapy

3. Periodontics

Routine initial periodontal treatment and maintenance are not covered.

- Full mouth debridement to enable comprehensive evaluation and diagnosis.
- This procedure will be limited to patients with medical necessity

4. Removable Prosthetics

Dentures are not ordinarily covered. Dentures and partial dentures requires prior authorization with documentation specifying urgent underlying medical need, which without immediate dental care, would lead to hospitalization or medical disability.

- Acrylic based stayplates for trauma related esthetic emergencies require a time frame and history of anterior teeth being replaced.
- Fluoride gel carrier, limited to patients having head and neck radiation and certain chemotherapy treatment.

5. Fixed Prosthetics

Fixed prosthetics are not ordinarily covered. Larger composite and amalgams build-ups can be bonded as an interim restoration. (See also, restorative criteria)

6. Extractions

Providers shall restrict extraction to two sextant per visit. Extraction of third molars and supernumerary teeth are not limited per visit. Patients needing extractions exceeding these limits must provide supporting medical information with the Request Referral Form (RRF) and radiographs.

7. Other Services

Other services may be provided through MISP via the Request Referral Form pre-authorization, given sufficient documentation at the discretion of the Riverside County Regional Medical Center continuing care manager. This benefit of services is not intended to cover all emergent dental care, which may be necessary in the unusual circumstance or medically compromised patient.

Original Request Referral Forms (RRF) shall be returned to the contractor outlining the authorized services. MISP dental providers must advise clients that non-urgent/non-emergent services may require follow-up by a Fee-For Service dental provider. Treatment will be limited in any one Fiscal Year to \$1,000.00 for any MISP eligible client, including the services rendered Without Prior Authorization. Special authorization by the Riverside County Regional Medical Center continuing care manager in writing must be obtained to exceed this limit. All dental services as authorized by the Riverside County Regional Medical Center continuing care manager at the current Denti-Cal rates will not exceed Ten Thousand (\$10,000.00) per dental provider per Fiscal Year, (i.e., July 1, 2013 through June 30, 2014).

C. Services Not Covered

The following services are not covered when done as a screening process, recall treatment or routine (non-urgent) care.

- Routine examination
- Routine full mouth radiograph (Photograph)
- Bitewings, four films
- Routine prophylaxis
- Routine restoration treatment
- Routine removable or fixed prosthetics

EXHIBIT 3

County of Riverside
Riverside County Regional Medical Center
Medically Indigent Services program (MISP)

MISP Referral Request Form

The MISP Referral Request Form will be completed as follows:

Incomplete/no signatures on the RRF will be returned to providers for completion. All eligible clients must have active MISP eligibility status.

1. Mark the Urgent/Emergent, Standing/Extended or Standard boxes as applicable.
2. Patient demographic information.
 - a) Patient last name
 - b) Patient first name
 - c) Patient middle initial
 - d) MISP class (i.e. 4 active enrollment in the MISP program, 5 active enrollment in the MISP program with an MISP Share of Cost. 8 pending Medi-Cal, 9 pending Medi-Cal with a Share of Cost)
 - e) Patient full address
 - f) Patient Social Security Number (when applicable) or Client ID
 - g) Patient telephone number
 - h) Patient date of birth
 - i) Mark appropriate box for gender
 - j) Patient RCRMC Medical Record Number.
3. Referring Provider/Clinic
 - k) Dental referring provider name
 - l) Address
 - m) Telephone number
 - n) Fax number
4. Request Provider/Service/Vendor
 - o) Dental provider name
 - p) Address
 - q) Telephone number
 - r) Fax number
5. Physician/attending signature (please print name if signature is unreadable)
6. Reason for Referral – Diagnosis/Denti-Cal codes (must be completed)
7. Requested Procedures/Orders – Please describe in detail, including Denti-Cal codes for services being requested.

8. The Riverside County Regional Medical Center Continuing Care manager will review all Referral Request Forms and will approve, denied or deferred as appropriate with signatures.
9. If Referral Request Form is faxed to provider/ vendor and/or referring provider, this box will be marked as appropriate.
10. Additional comments - any additional comments as appropriate and eligibility verification by and worked number will be clearly marked on the Referral Request Form.

EXHIBIT 4

County of Riverside Riverside County Regional Medical Center Medically Indigent Services program (MISP)

MISP Eligibility Criteria

Under Section 1700 of the California Health and Welfare Code, California counties are obligated to provide for indigent medical services. Section 17000 applies to all county residents who do not have the ability to pay for health care services and who meet the county's MISP eligibility criteria standards.

The current standards are

- Client must be able to show proof that he/she has been a resident of Riverside County for 30 days or more and be able to provide proof.
- Client must complete an MISP application form and show proof of current eligibility status.
- Client must be an adult between the ages of 21 and 64 years of age and have no linkage to the State Medi-Cal program.
- Client must not be insured.
- Client must be able to show proof of support (i.e., income).
- Client must show proof of identity.
- Client must not have a valid visitor's visa from another country.
- Client must not be in Riverside County for the sole purpose of rehabilitation.
- Client must not be institutionalized at a Skilled Nursing Facility (NSF) or Institution for Mentally Disable (IMD).

EXHIBIT 5

County of Riverside Riverside County Regional Medical Center Medically Indigent Services program (MISP)

MISP Financial Guidelines

MISP has adopted the Federal Poverty Levels (FPL's), which are adjusted annually, as the standard for determining financial eligibility. The Federal Poverty Level's (FPL's) offer a reliable index to base the MISP financial eligibility criteria.

MISP as adopted 100% of FPL and the baseline for financial eligibility with no Share of Cost (SoC) and 200% of FPL being the maximum income allowable. Household size will be limited to seven (7) related and non-related individuals. Eligibility and share of cost (SoC) is based on household size and income as verified through bank statements, check stubs, income tax documentation or declaration of support. The amount of SoC is based on the Uniform Method of Determining Ability to Pay (UMDAP) index as adopted by mental health.

MISP CO-Payments Schedule

Riverside County MISP is committed to the transition of MISP beneficiaries out of the traditional uncoordinated environment into a managed care delivery system. The managed care initiative, developed by MISP administration in concert with the Department of Health Services Agency, seeks to achieve the following objectives:

- Improve the overall health of the community
- Provide for the MISP clients understanding and use of health services
- Provide client choice and improved access of appropriate health services
- Provide timely and cost-effective delivery of appropriate and quality services
- Improve client health status through health promotion
- Foster shared responsibility for health care between client and providers
- A Co-payment, due at the time services are received, has been implemented. The schedule of co-pays are as follows:
 - a) \$2.00 Per Prescription
 - b) \$5.00 Per Outpatient Visits
 - c) \$10.00 Per Emergency Room Visits

EXHIBIT 6

County of Riverside
Riverside County Regional Medical Center
Medically Indigent Services program (MISP)

MISP HCRM WEB ACCESS
<https://misphcrm.co.riverside.ca.us>

In order for providers to verify client MISP current enrollment eligibility through the MISP HCRM Web Access, please have ready the following information when calling.

1. Required information needed
 - Client First Name
 - Client Last Name
 - Client Social Security Number
 - Client date of birth or
 - Contact ID

2. Access the MISP HCRM Web Access by typing the web address listed above, once you access the web page, type the following information
 - User Name
 - User password
 - Click "Log In"

3. In the eligibility search type the following information where applicable.
 - Client first
 - Client last name or
 - Client Social Security Number or
 - Date of birth or
 - Contact ID
 - Click "Search Eligibility"
 - If client found, it will give the number of search found
 - Under eligibility, click on view
 - It will show contact ID and
 - A reference number will be given
 - Write down reference number for your records.
 - Once eligibility process has been complete
 - Log out

EXHIBIT 7

County of Riverside
Riverside County Regional Medical Center
Medically Indigent Services Program (MISP)

Claims Reimbursement

1. The Medically Indigent Services Program (MISP) delegates claims processing to Fiscal Intermediary Services, an organization of the Riverside County Regional Medical Center, having demonstrated the capability to perform claims processing for all services for which providers are contracted under the Medically Indigent Services Program Agreement.
2. Providers shall be paid or denied all claims within forty five (45) working days. This standard is based on the time frame from the initial receipt of the claims evidenced by a date stamp until an Explanation of Benefits (EOB) is mailed to the providers as evidenced by the postage cancellation date.
3. Providers must submit initial claims for payment no later than thirty (30) days following the date of service, evidenced by the postal cancellation
4. The claims processing systems identifies and tracks all claims, and is able to produce monthly reports which contains the following information
 - Date claims received
 - Date claims paid
 - Claims pending for payment
 - Claims on hand to be processed
 - Aging of claim
5. It is to the Provider's advantage to collect the outpatient visit co-payments amount from the member at the time of service. Patients with an MISP Share of Cost are required to pay for services only until the Share of Coast is met. Payments for services will be adjudicated at the contractual rate.
6. Submitted claims should contain the following information in order to be processed for payment in a timely manner.
 - a) All claims must be submitted for payment on a DC-017A (R4/96) or appropriate dental claims form.
 - b) Valid current five (5) alpha numeric Denti-Cal procedure codes

c) Patient demographic information

- Patient Last, First, Middle Name
- Patient Social Security Number or Client Contact ID
- Patient's gender
- Patient's date of birth
- Patient's current address
- Patient's dental record number (if applicable)

d) Referring provider information

- Radiographs attached? Number if applicable
- Other attachments
- Accident/Injury?
- Employment Related?
- Other Dental Coverage? If YES client is not eligible for dental services under the Riverside County MISP program.
- Medi-Care Dental Coverage? If YES client is not eligible for dental services under the Riverside County MISP program.
- Patient referring provider number (when applicable)
- All other pertinent patient information as required on forms

e) Provider information

- Full name of provider
- Address
- Telephone number
- Fax number
- Tax Identification Number (**all claims must have TIN number**)
- Dates of service
- Amount billed by procedure code
- Name of person performing service and his/her signature
- Other documentation as needed, such as RRF for prior authorization or other medical necessity notes

7. Dental claims without completed or missing information will be returned to dental providers for completion with a date noted that the additional documentation is due. If requested information is not received within the designated timeframe of the first request, a second request will be sent.
8. If dental provider does not respond to the request for additional information within 14 business day, a denial Explanation of Benefits (EOB)/letter will be issued indicating requesting information was not received.
9. Current Denti-Cal Schedule of Maximum Dental Allowances will be used as a basis for payment to dental providers.
10. FIS is available from 8:00 am – 4:00 pm Monday through Friday to assist and answer any questions related to claims processing. The telephone number is (951) 486-4195, Fax number (951) 486-4655.

11. Provider is responsible to bill all Third party payers. The Medically Indigent Services Program (MISP) is the secondary payor in the event of third party payers. During the course of treatment client becomes Medi-Cal eligible, providers are required to bill Medi-Cal and refund any payments made by Medically Indigent Services Program (MISP).

EXHIBIT 8

County of Riverside
Riverside County Regional Medical Center
Medically Indigent Services Program (MISP)

Explanation of Benefits (EOB)

The FIS Explanation of Benefits will have the following information for your review in identifying the patient information on paid/denied claims. This will also be the information you will need to match the patient information with the county warrant.

1. Providers information
 - Providers name
 - Address
 - City
 - State
 - Zip code
 - TIN ID
2. Box 1
 - FIS bill ID number (15 digit number)
 - Approval/denial codes (3 digit, 1 letter, 2 number)
3. Box 2
 - Member ID number
 - Procedure code number
4. Box 3
 - Tooth number
5. Box 4
 - Patient's account number (when applicable)
6. Box 5
 - Patient Last Name
 - Dates of service from through
7. Box 6
 - Patient's First and middle name
 - Billed amount
8. Box 7
 - Quantity being billed
9. Box 8
 - Not applicable
10. Box 9
 - MISP Co-Pays (when applicable)
11. Box 10
 - Amounts being paid
12. Total Payment Due To Providers

EXHIBIT 9

County of Riverside
Riverside County Regional Medical Center
Medically Indigent Services Program (MISP)

Claims Appeals

Dental providers may appeal to Fiscal Intermediary Services (FIS) if he/she believes a claim for covered dental services rendered to an MISP eligible client has been unfairly denied. MISP encourages dental providers to work directly with FIS to resolve the issue.

Appeal Procedures

1. Dental providers who has been denied payment for services must appeal to FIS in writing within 60 (sixty) calendar days of the date printed on the FIS Explanation of Benefits as evidenced by the EOB printed date. All appeals must include the following information:
 - Copy of original DC-0174A (R4/96) dental claim form marked "COPY"
 - Copy of FIS denial EOB
 - Hardcopy of MISP RRF if prior authorization Received
 - If verbal authorization received, give details of any limitations to the authorization, name of person providing verbal authorization, date and time of authorization given (follow-up call for additional services requires same information)
 - Documentation proving an attempt to obtain authorization from the RCRMC Continuing Care Manager (at a minimum should indicate the telephone number called and the date and time the call was made and if message was left).
 - Any other information to assist FIS in validating the appropriateness of services rendered
 - Cover letter describing the argument for appeal
2. FIS verifies member MISP eligibility for dates of service in question and ensures dental claim was submitted in a timely manner by provider. If member is not eligible for MISP eligibility for the dates of service in question, a second denial EOB/letter will be issued to the appealing party.
3. If the denial is based on unauthorized services, the RCRMC Continuing Care Manager will review the appeal and renders a decision within ten (10) working days.
4. If Dental Review upholds the denial, dental provider will be notified in writing of decision.
5. If Dental Review overturns FIS denial, FIS will be notified of decision and dental provider will be sent a copy of decision and dental claim(s) will be paid within thirty (30) working days.

**RIVERSIDE COUNTY
MEDICALLY INDIGENT SERVICES PROGRAM**

DENTAL AGREEMENT

This Agreement is made and entered into by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, through its Medical Indigent Services Program, (MISP) hereafter referred to as COUNTY and **Xia L. Liu, DDS – Central City Dental - Arlington** hereafter referred to as CONTRACTOR.

WHEREAS, Government Code Section 31000 authorizes the COUNTY to contract for special services to be provided by persons/entities who are specially trained, experienced and competent to perform the services required.

WHEREAS, COUNTY has the responsibility to provide medically necessary dental services to the residents of Riverside COUNTY who are eligible for certain medical programs;

WHEREAS, CONTRACTOR is a dental provider who has the expertise, special skills, knowledge and experience to perform the duties set out herein to persons eligible for these programs; and,

WHEREAS, the parties wish to make a full statement of their respective rights and responsibilities in connection with the provision of Dental Services as utilized by COUNTY during the term of this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained the PARTIES hereto mutually agree as provided on pages 1 through 18, and EXHIBIT 1 through 9, attached hereto and incorporated herein.

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meaning described below:

1.1 "Agreement" means this CONTRACTOR Agreement for the provision of dental services to the eligible persons of the Medically Indigent Services Program (MISP) of Riverside County, and all Exhibits, addendum and amendments hereto.

1.2 "Medically Indigent Services Program "(MISP) means a State mandated program developed in accordance with Welfare and Institutions Code Section 17000 at seq. (as amended by AB 799 and SB 2012)

1.3 "Emergency Dental Conditions" means a medical condition which is manifested by acute symptoms of sufficient severity (including severe pain) such that a prudent lay person, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate dental attention to result in one or more of the following conditions: placing the health of the individual in serious jeopardy; serious impairment to bodily function; or serious dysfunction of any bodily organ or part.

1.4 "Emergency Services" means those dental services needed to evaluate or stabilize an Emergency Dental Condition as outlined in EXHIBIT 2 which is attached hereto and incorporated herein.

1.5 "Eligible Person" means those persons who have enrolled in the Medically Indigent Services program (MISP) and qualify under the guidelines as approved by the Riverside County Board of Supervisors and set forth in EXHIBIT 4 which is attached hereto and incorporated herein.

1.6 "Medically Necessary" means all services which are reasonable and necessary to protect life, to prevent significant illness or significant disability or to alleviate severe pain and the diagnosis or treatment of disease, illness or injury.

1.7 "Continuing Care Manager" means a manager who is employed by the County of Riverside, responsible for supervising, coordinating and authorizing dental treatment referrals.

1.8 "RRF" means a Referral Request Form that has been completed with specific information identifying the eligible person, the diagnosis, and the permitted treatment recommended to the Continuing Care Manager for dental care of MISP eligible persons as evidenced by the signature of the Continuing Care Manager. As outlined in EXHIBIT 3.

2.0 DUTIES OF CONTRACTOR

2.1 **CONTRACTOR RESPONSIBILITIES** - CONTRACTOR shall provide to MISP eligible persons those Emergency Dental Services which are Medically Necessary when such services are authorized by the COUNTY, and in accordance with this Agreement. CONTRACTOR is responsible for coordinating the provision of Dental Services with the Riverside County Continuing Care Manager or MISP Administrator, P O Box 9610, Moreno Valley, California 92552-9610.

2.1.1 The services covered by this Agreement are services that have been authorized and provided in accordance with policies and procedures established by COUNTY. When appropriate, CONTRACTOR shall be responsible for determining whether persons are eligible for services. All programs and COUNTY operating procedures shall apply, including eligibility verification, pre-certification, and prior authorization.

2.2 **FINANCIAL RISK:** CONTRACTOR shall be at financial risk for the cost of any dental services provided to an MISP eligible person that exceed the reimbursement provided by the COUNTY. CONTRACTOR shall be at financial risk for the cost of all services rendered to eligible persons during the term of this Agreement that are in excess of the amount of the monies allocated for the CONTRACTOR by the COUNTY.

2.3 **ACCESSIBILITY OF SERVICES** - CONTRACTOR shall provide timely access to Emergency Dental Care Services in accordance with community standards. CONTRACTOR shall be at financial risk for the cost of all services rendered to those persons not found to be eligible for MISP.

2.4 **PRIOR AUTHORIZATION** - CONTRACTOR shall obtain advance authorization from the Continuing Care Manager or MISP Administrator as applicable and outlined in EXHIBIT 3, prior to the rendering of any non-emergent service for an MISP eligible person. In the case of an emergency, CONTRACTOR agrees to notify the Continuing Care Manager, 26520 Cactus Avenue, Moreno Valley, California 92555, in writing during normal business hours on the day of service, or on the first working day following the service on weekends, holidays, or after hours. Failure to provide this notification will result in the non-payment by the County for those services.

2.5 **STANDARDS** – CONTRACTOR agrees to perform its duties under this agreement in a manner consistent with the reasonable administrative guidelines developed by the MISP Administrator and all applicable state and federal laws and regulations relating to the delivery of Dental Care Services and in accordance with community standards. Dental Care Services shall be rendered by qualified dental providers. All Dental Care shall be provided in accordance with generally accepted industry standards.

2.6 **ASSURANCE OF MISP DENTAL CARE** - Dental Care Services shall be rendered by qualified dental providers, unhindered by fiscal and administrative management. CONTRACTOR'S fiscal and administrative concerns or any dispute with COUNTY and CONTRACTOR concerning their respective obligations under this Agreement or otherwise shall not influence nor cause any delay in services provided by CONTRACTOR to MISP eligible persons.

2.7 **INSPECTION OF FACILITIES** - In every instance where CONTRACTOR utilizes a facility to provide Dental Care Services under this Agreement, such facilities shall comply with applicable State and/or federal law, and regulations. CONTRACTOR agrees that it shall cooperate with inspections of such facilities, which are required to assure compliance with required facility standards.

2.8 **CITATIONS** - CONTRACTOR shall notify COUNTY in writing of formal charges of any regulatory or licensing agency, which contains any citation of CONTRACTOR for failure to meet any required standard; any legal or government action against any of its licenses, accreditations, or certifications; or any other situation that will materially impair the ability of CONTRACTOR to carry out the duties and obligations under this Agreement.

2.9 **UTILIZATION REVIEW (UR)** - CONTRACTOR agrees to participate in the Utilization Review program developed by Riverside County Regional Medical Center Administrator and to abide by decisions resulting from that review, subject to any rights of reconsideration that may be available under RCRM/MISP Administration program. CONTRACTOR agrees to provide access to COUNTY'S utilization review and case management personnel for the purpose of conducting concurrent review and case management on MISP eligible persons who are receiving Dental Care Services.

2.10 **QUALITY ASSURANCE (QA) PROGRAM** - CONTRACTOR agrees to cooperate in the COUNTY'S Quality Assurance program, with regular monitoring and evaluation of compliance with the Quality Assurance standards and policies and procedures, including participation in MISP grievance resolutions and quality of care studies for these MISP eligible persons for which CONTRACTOR shall provide services. CONTRACTOR shall also implement its own ongoing quality assurance program which shall develop procedures for ensuring that the quality of care provided by CONTRACTOR conforms with generally accepted community practices. CONTRACTOR shall develop written procedures for remedial action whenever, as determined by the quality assurance program, inappropriate or substandard services have been furnished or services that should have been furnished have not been furnished.

2.10.1 CONTRACTOR hereby agrees that, where applicable, services provided hereunder will be performed in harmony with COUNTY policy and procedure.

2.11 **MISP GRIEVANCE RESOLUTION** - CONTRACTOR shall make its best effort to notify MISP Administration, P O Box 9610, Moreno Valley, California 92552-9610 immediately, upon its knowledge of a complaint by an MISP eligible person. The MISP dental grievance system shall make its best efforts to resolve the dispute to the satisfaction of the MISP eligible person within thirty (30) days of receipt of dispute resolution, or upon the time frame required by applicable law, whichever is less. CONTRACTOR agrees to cooperate with COUNTY in resolving MISP dental grievances related to the provision of services and agrees to participate in the grievance review procedures of COUNTY. At no time shall an MISP eligible person's medical or dental condition be permitted to deteriorate because of delay in provision of care that CONTRACTOR disputes. Fiscal and/or administrative concerns shall not influence the independence of the medical decision making process to resolve any medical disputes between the patient and the provider of service.

2.12 **SUBCONTRACT FOR WORK OR SERVICES**- No contract shall be made by the CONTRACTOR with any party for furnishing any of the work or services herein contained without the prior written approval of the COUNTY Contract Administrator but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned for services there under, or for parties named in the proposal and agreed to under any resulting contract.

2.13 **OTHER CONTRACTUAL COMMITMENTS** - CONTRACTOR represents and assures COUNTY that contractual commitments to HMOs, competitive medical plans and/or other related entities does not restrict or impair CONTRACTOR from performing its duties under this Agreement and does not constitute a conflict of interest with the provision of Dental Care Services to MISP eligible persons. CONTRACTOR shall ensure that subcontracting providers used to provide Dental Care Services to MISP eligible persons meet the standards set by COUNTY, and consistent with community standards. CONTRACTOR shall ensure that all subcontractors are bound by the provisions of this Agreement, and shall ensure that all subcontractors have not been excluded from participation in any state or federal program.

2.14 **NONDISCRIMINATION** CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, Accommodations in facilities, or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical attention, or physical or mental handicap, and shall comply with all other requirements of law regarding non discrimination and affirmative action including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities.

2.14.1 For the purpose of this Agreement, distinctions on the ground of race, religion, color, sex, national origin, age, or physical or mental handicap include but not limited to the following:

- A. Denying an MISP eligible person or providing to an MISP eligible person any services or benefit which is different, or is provided in a different manner or at a different time from that provided to other eligible persons under this Agreement.
- B. Subjecting an MISP eligible person to separate treatment in any matter related to his/her receipt of any Dental Service, except when necessary for infection control.
- C. Restricting an MISP eligible person differently in any way in the enjoyment of any advantage or privilege enjoyed by others receiving similar service or benefit.
- D. Treating an MISP eligible person differently from others in determining whether he/she satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.

- E. The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

2.14.2 CONTRACTOR agrees to comply with the provisions of Title 2, CCR, Section 8107 et. seq., as may be amended from time to time, as incorporated by reference herein. CONTRACTOR agrees to include this Nondiscrimination Clause in any and all subcontracts to perform services under this Agreement. The provisions of subsection (b) of Title 2, CCR, Section 8107 shall be applicable for this Agreement.

2.15 CONFORMANCE TO OTHER LAW

CONTRACTOR certifies compliance with the Americans with Disabilities Act of 1990 (42 USC, Section 12100 et. seq.) and the Drug Free Workplace Act of 1990 (Government Code Section 8355 et. seq.).

2.15.1 CONTRACTOR certifies awareness of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA standard and laws and regulations relating thereto and shall use its best efforts to comply therewith as to all relative elements under this Agreement.

2.16 IDENTIFICATION OF OFFICERS, OWNERS, STOCKHOLDERS, CREDITORS - On an annual basis, CONTRACTOR shall identify the names of the following persons by listing them on EXHIBIT 1 of this Agreement, attached hereto and incorporated herein by this reference.

- A. CONTRACTOR officers;
- B. CONTRACTOR owners, including parent corporation(s);
- C. Stockholders owning greater than 10% of any stock issued by CONTRACTOR;
- D. Major creditors holding more than 10% of any debts owed by CONTRACTOR.

In addition, CONTRACTOR shall use best efforts to notify COUNTY within thirty (30) days of any changes in the information in EXHIBIT 1.

2.17 AVAILABILITY OF SERVICES - CONTRACTOR agrees to provide COUNTY with current information regarding CONTRACTOR'S services, programs and benefits on an annual basis, which shall include, but not be limited to, the identification of deletions and additions to CONTRACTOR'S services.

2.18 PROVISION OF INFORMATION - CONTRACTOR shall provide COUNTY and/or governmental agencies with such data and other information regarding the rendition of services as may be reasonably requested or as may be otherwise required for compliance with applicable regulatory and disclosure requirements. CONTRACTOR shall execute such additional verifications or documents as may be required by law or regulation.

2.19 **OTHER REPORTING** - CONTRACTOR agrees to submit all information or other reports, in a timely manner, as may be required to enable COUNTY to fulfill its reporting and other obligations under the Agreement.

2.20 **ADMINISTRATIVE GUIDELINES** - CONTRACTOR agrees to perform its duties under this Agreement in a manner consistent with the reasonable administrative guidelines provided by the COUNTY.

3.0 LICENSE

3.1 CONTRACTOR shall, through the term of this Agreement, maintain all licenses necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, County of Riverside, and all other governmental agencies. CONTRACTOR shall notify COUNTY immediately, in writing, of inability to obtain or maintain such license. Said inability shall be cause for immediate termination of this Agreement.

3.2 CONTRACTOR shall ensure that CONTRACTOR'S employees, agents, and subcontractors performing services under the terms of this Agreement are in compliance with all relative licensing requirements. CONTRACTOR hereby agrees to notify COUNTY immediately, in writing, of inability of CONTRACTOR or any of CONTRACTOR'S employees, agents and subcontractors to obtain or maintain such license(s). Said inability shall be cause for immediate termination of this Agreement.

3.3 COPY REQUIRED. A copy of each such license, permit, approval, waiver, exemption, registration, accreditation, and certificate shall be provided to MISP Administration upon request.

3.4 Further, CONTRACTOR hereby agrees to abide by the standards of dental practice of the profession when performing services hereunder.

4.0 DUTIES OF COUNTY

4.1 **USE OF CONTRACTOR** - COUNTY agrees to use CONTRACTOR for the provision of Dental Care Services as set forth herein and as is determined by medical need, geographic proximity/convenience for patient, or patient preference on a referral on an as needed basis.

4.2 **ADMINISTRATION** - COUNTY agrees to perform all necessary administrative, accounting and reporting requirements and other functions to state and federal regulators consistent with this Agreement.

4.3 **UTILIZATION REVIEW (UR) PROGRAM** - COUNTY shall establish a Utilization Review program, which shall seek to avoid unnecessary dental and medical services while ensuring the delivery of Dental Care Services to MISP eligible persons, which are medically necessary. The Utilization Review program will include, but will not be limited to, prior authorization, quality management and retrospective review. COUNTY shall provide prior authorization to CONTRACTOR for dental treatment of MISP eligible clients. Prior authorizations shall provide the scope of coverage and time frames for service delivery.

4.4 **ADMINISTRATION OF PAYMENTS** - COUNTY agrees to pay CONTRACTOR in accordance with the terms and procedures set forth in this Agreement.

4.5 **AVAILABILITY OF FUNDING** The COUNTY obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

5.0 **BILLING AND COMPENSATION**

5.1 **CLAIMS** - In order to receive payment for services rendered, CONTRACTOR shall bill MISP/FIS on the Denti-Cal Form or a HCFA 1500 or their successor forms, whichever is applicable, **within thirty (30) days from the date of service for outpatient services**. CONTRACTOR agrees to provide COUNTY with all information necessary to verify and substantiate the provisions of and charges for Dental Care Services including providing the authorization number on the form, or their successor forms.

5.2 **SURCHARGES** - Notwithstanding the provisions herein, CONTRACTOR shall in no event, without limitation, bill, charge, collect and deposit, or attempt to bill, charge, collect or receive any form of payment from any MISP eligible persons for Dental Care Services provided pursuant to this Agreement. CONTRACTOR also agrees it shall not maintain any action at law or equity against an MISP eligible patient to collect sums owed by COUNTY to CONTRACTOR.

5.2.1 Upon notice of any such surcharge or action, COUNTY may terminate this Agreement consistent with the provisions contained herein and take all other appropriate action consistent with the terms of this Agreement to eliminate such activity. CONTRACTOR'S obligations regarding the collection of surcharges from MISP eligible persons shall survive the termination of this Agreement.

5.2.2 Failure of CONTRACTOR to act in accordance with any of the provisions of this section shall constitute a material breach of the Agreement and the Agreement may be subject to termination by COUNTY pursuant to the provisions herein. In addition, COUNTY may take any other appropriate administrative or legal action to enjoin and otherwise restrain CONTRACTOR'S violation of the provisions of this section, including offsetting the amount of said collections against any future payment, and/or reimbursement to MISP eligible persons or their representatives of any charges or surcharges collected by CONTRACTOR from MISP eligible persons.

5.3 **POTENTIAL TORT LIABILITY** - CONTRACTOR shall make no claim for recovery of the value of Dental Care Services rendered to an MISP eligible person, when such recovery would result from an action involving the tort liability of a third party or recovery from estates of deceased MISP eligible persons or casualty liability including Workers' Compensation awards and uninsured motorist coverage.

5.4 **COMPENSATION** - In consideration for services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall be entitled to received payments in accordance with the rates and limits as outlined in EXHIBIT 2, within forty five (45) working days of receipt from CONTRACTOR of an uncontested claim which is accurate, complete and otherwise in accordance with the provisions herein.

5.4.1 **ADEQUACY OF COMPENSATION** – Maximum payments by COUNTY to CONTRACTOR shall not exceed the maximum amount of this contract for the period of July 1, 2013 to June 30, 2014, shall not exceed the contract amount of Fifteen Thousand (\$15,000).

5.5 **ADEQUACY OF COMPENSATION** - CONTRACTOR shall accept the payments specified in this Agreement as payment in full for all Dental Care Services provided to MISP eligible persons and for all administrative costs incurred for providing such services. In the event COUNTY fails to make any payments to CONTRACTOR as provided herein, MISP eligible persons shall not be liable to CONTRACTOR under any circumstances for Dental Care Services. CONTRACTOR'S prohibition regarding the collection of payments from MISP eligible persons for services covered by COUNTY shall survive the termination of this Agreement.

5.6 **DISALLOWANCE** - In the event the CONTRACTOR receives payment for services under this contract which is later disallowed for nonconformance with the terms and conditions herein by the COUNTY, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY upon request, or at its option, the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR under any contract with the COUNTY.

6.0 RECORDS MAINTENANCE, AVAILABILITY, INSPECTION AND AUDIT

6.1 **CONTRACTOR RESPONSIBILITY** - CONTRACTOR shall maintain and provide adequate records and information as reasonably necessary to COUNTY so that COUNTY may properly administer the various health services programs and be consistent with state and federal law.

6.1.1 CONTRACTOR shall make available, upon written request by and duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the cost of services provided by CONTRACTOR. CONTRACTOR shall maintain books and records for at least five (5) years from the termination of this Agreement. CONTRACTOR to provide COUNTY with reports and information relative to this Agreement and in accordance with terms set forth herein, as may be requested by COUNTY. This obligation is not terminated upon a termination of the Agreement, whether by rescission or otherwise.

6.2 **MONITORING** - CONTRACTOR hereby agrees to establish procedures for self-monitoring and shall permit an appropriate official of the COUNTY, State or Federal government to monitor, access, or evaluate CONTRACTOR'S performance under this Agreement upon reasonable notice to CONTRACTOR and at any reasonable time.

6.3 **RECORDS OPEN FOR INSPECTION** - CONTRACTOR shall make available, upon written request by and duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by CONTRACTOR. All such CONTRACTOR shall maintain books and records for at least five (5) years from the termination of this Agreement. Records shall include MISP patient records (subject to applicable State and Federal law governing the confidentiality of medical records), and/or financial records pertaining to the cost of operations and income received for Dental Care Services rendered to MISP eligible persons. All aforementioned records shall be made available at all reasonable times at the CONTRACTOR'S site upon reasonable request by COUNTY. CONTRACTOR shall maintain its books and records in accordance with general standards for books and record keeping.

6.4 CONTRACTOR to provide COUNTY with reports and information relative to this Agreement and in accordance with terms set forth herein, as may be requested by COUNTY.

6.5 **PUBLIC RECORDS** - CONTRACTOR acknowledges and agrees that information, communications, and documents given by or to COUNTY, and meetings involving COUNTY management may be subject to the public records and meetings laws and regulations of the State of California.

6.6 **QUALITY ASSURANCE AND UTILIZATION REVIEW RECORDS** - CONTRACTOR shall cooperate with COUNTY'S QA and UR programs and, upon reasonable request, shall provide COUNTY with summaries of, or access to records maintained by CONTRACTOR and required in connection with such programs, subject to applicable state and federal laws concerning the confidentiality of medical records.

7.0 HOLD HARMLESS/INDEMNIFICATION

7.1 CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claims or action based upon such alleged acts or omissions. CONTRACTOR also agrees to hold harmless the patient in the event that COUNTY cannot or will not pay for services performed by CONTRACTOR pursuant to this Agreement.

7.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without prior consent of COUNTY; provided; however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to COUNTY as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless COUNTY shall be subject to COUNTY having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related actions, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

7.3 COUNTY agrees to defend, indemnify, and hold harmless CONTRACTOR and its officers, directors, agents, and employees from and against any and all fines, claims, demands, suits, actions, and costs (including, without limitation, reasonable attorney's fees) of any kind and nature arising by reasons of the acts or omissions of COUNTY, or of its officers, directors, agents, and employees in connection with the obligations imposed by this Agreement.

7.4 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR'S from indemnifying the COUNTY to the fullest extent allowed by law.

8.0 INSURANCE

8.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. CONTRACTOR shall maintain such insurance or self-insurance and provide COUNTY with Certificate(s) of Coverage as set forth herein.

8.2 **WORKER'S COMPENSATION** - If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the law of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of The COUNTY of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

8.3 **COMMERCIAL GENERAL LIABILITY** - Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and complete operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agent or representatives as Additional Insured's. Policy limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

8.4 **VEHICLE LIABILITY** - If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the obligations under this agreement, then CONTRACTOR'S shall maintain liability insurance and/or self-insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agent or representatives as Additional Insured's.

8.5 **PROFESSIONAL LIABILITY INSURANCE** - CONTRACTOR shall maintain Professional Liability and/or self-insurance coverage for the CONTRACTOR'S performance of work included within this Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and **\$3,000,000** annual aggregate. If CONTRACTOR'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his/her sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior to Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificate of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

8.6 **GENERAL INSURANCE PROVISIONS – ALL LINES:**

A. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY'S Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

B. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

C. CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. **CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.**

D. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

E. The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

F. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

G. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

9.0 LIABILITY FOR OBLIGATIONS

9.1 Nothing contained in this Agreement shall cause either party to be liable or responsible for any debt, liability, or obligation of the other party, or any third party, unless such liability or responsibility is expressly assumed by the party sought to be charged therewith.

10.0 DISPUTE RESOLUTION

10.1 **DISPUTES** - COUNTY and CONTRACTOR agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement, prior to the filing of a claim under the Government Claims Act (Government Code Section 900 et. seq.), and prior to the initiation of any litigation by either party.

10.2 **ADVERSE GOVERNMENT ACTION** - In the event any action of any department, branch or bureau of the Federal, State, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) days notice or may terminate sooner if agreed to by both parties.

11.0 TERMINATION OF AGREEMENT

11.1 **TERM** - This Agreement shall be effective as of July 1, 2013 and continues in effect through June 30, 2014, with an option to renew annually for up to three one-year periods in amounts not to exceed the program budget limits.

11.2 **TERMINATION** - COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

11.3 **TERMINATION AGREEMENT** - Upon the effective date of termination of this Agreement, CONTRACTOR shall provide and return to COUNTY all confidential and proprietary information.

11.4 **CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT BY CONTRACTOR** - The following shall constitute cause for immediate termination of this Agreement by CONTRACTOR. **Breach of Material Term and Failure to Cure** - COUNTY'S breach of any material term, covenant, or condition and subsequent failure to cure such breach within thirty (30) days following written notice of such breach.

11.5 CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT BY COUNTY - The following shall constitute cause for immediate termination of this Agreement by COUNTY:

- A. Breach of Material Term and Failure to Cure – CONTRACTOR’S breach of any material term, covenant, or condition and subsequent failure to cure such breach within thirty (30) days following written notice of such breach.
- B. Failure to Provide Services - Failure of CONTRACTOR to provide Dental Care Services to MISP eligibles as authorized herein.
- C. Preservation of the Safety, Health and/or Welfare of MISP Eligibles – Determination by COUNTY that the safety, health and/or welfare of MISP eligibles are placed in danger by CONTRACTOR.
- D. Loss of Licensing - Failure by CONTRACTOR to secure and maintain the necessary governmental licenses, accreditation or certification required for the performance of duties hereunder.
- E. Loss of Insurance Coverage - Failure by CONTRACTOR to maintain adequate general and professional liability insurance coverage, as provided herein.
- F. Insolvency of CONTRACTOR - including the filing of bankruptcy of CONTRACTOR.

11.6 CURE PERIOD PROVISIONS - In the event that either party defaults in the performance of any duties or obligations under this Agreement, the non-breaching party shall serve written notice of breach of contract on the breaching party. The breaching party shall have thirty (30) days from receipt of the notice of breach to cure said breach. If the breach is not cured within this time frame, the non-breaching party has sole discretion to extend such cure period. If the breach is not cured within this time frame, as may be extended at non-breaching party’s sole discretion, this Agreement may thereafter be terminated as provided herein.

11.6.1 These cure period provisions shall not be applicable when the breach is of a nature where CONTRACTOR has failed to provide services, or the safety, health and/or welfare of MISP eligible persons is at risk, at the sole determination of RCRMC/MISP Administration.

12.0 CONTINUING CARE RESPONSIBILITIES

12.1 **CARE OF MISP Eligible Persons** - In the event of termination of this Agreement, CONTRACTOR shall not be released of its obligation to continue to provide services to MISP eligible persons, and shall continue to provide and be compensated for Dental Care Services under the terms of this Agreement as outlined in EXHIBIT 2 to MISP eligible persons who are receiving treatment on an outpatient basis on the date of termination until the effective date of completion of an authorized treatment or the transfer of care of such MISP eligible to another authorized dental provider.

12.2 **MISP DENTAL RECORDS** - Upon termination of this Agreement, CONTRACTOR agrees to assist COUNTY in the transfer of MISP dental care by making available copies of dental records, patient files and other pertinent information necessary for efficient case management of MISP eligible persons.

12.3 **PHASE-OUT PAYMENT** - During the phase-out period, CONTRACTOR may file a claim with COUNTY for services provided. Compensation during the phase-out period shall be at the agreed contract rate (as outlined in EXHIBIT 2) and applicable terms that are in effect for the last term of this Agreement.

13.0 CONFIDENTIAL AND PROPRIETARY INFORMATION

13.1 **CONFIDENTIALITY OF INFORMATION** - COUNTY and CONTRACTOR agrees to protect from unauthorized disclosure names and other identifying information concerning either person receiving services under this Agreement or persons whose names or other identifying information becomes known to CONTRACTOR as a result of services performed under this Agreement, except statistical information not identifying any such person.

13.2 CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by MISP client or MISP client's representative, any such identifying information to anyone other than authorized COUNTY personnel without prior written authorization from the COUNTY.

13.3 For the purpose of this paragraph, "identify" shall include, but not limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voiceprint or photograph.

13.4 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) -

The CONTRACTOR in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

13.5 CONTRACTOR USE OF INFORMATION - CONTRACTOR shall not disclose or use any confidential and proprietary information for its own benefit or gain either during the term of this Agreement or after the date of termination of this Agreement, provided.

13.6 DISSEMINATION OF INFORMATION - CONTRACTOR agrees that COUNTY may use CONTRACTOR'S name, address, and telephone number in any informational material routinely distributed to MISP eligible persons and for other purposes related to the administration and marketing of COUNTY Program as an indication of CONTRACTOR'S willingness to provide Health Care Services and/or CONTRACTOR Services to MISP eligible clients.

13.7 CONTRACTOR ADVERTISING - Prior to listing or otherwise referencing COUNTY in any promotional or advertising brochures, media announcements or other advertising or marketing material, CONTRACTOR shall first obtain the prior written consent of the Riverside County Regional Medical Center Director.

13.8 USE OF NAMES AND TRADEMARKS - COUNTY and CONTRACTOR each reserve the right to control the use of its name, symbols, trademarks, or other marks currently existing or later established. However, either party may use the other party's symbol, trademarks, or other marks with the prior written approval of the other party. COUNTY shall be allowed to use the name of CONTRACTOR in its promotional activities and marketing campaign as described in section 13.6 herein.

14.0 GENERAL PROVISIONS

14.1 ASSIGNMENT AND DELEGATION - CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of the COUNTY, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts if approved by the COUNTY. No subcontract shall terminate or alter the responsibilities of the CONTRACTOR to

COUNTY pursuant to this Agreement. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without prior written consent of COUNTY. Any attempted assignment or delegation in derogation of this paragraph shall be void. A change in the business structure of CONTRACTOR, including but not limited to, change in the majority ownership, change in the form of CONTRACTOR'S business organization, management of CONTRACTOR, CONTRACTOR'S ownership of the business dealing with CONTRACTOR under this Agreement, or filing of bankruptcy by CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.

14.2 **CAPTIONS** - Captions in this Agreement are descriptive only and do not affect the intent or interpretation of the Agreement.

14.3 **ENTIRE AGREEMENT** - This Agreement, including any Statement(s) of Work entered into pursuant to it, constitutes the entire agreement of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This contract may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the parties hereto.

14.4 **AMENDMENT** - This Agreement may be amended or modified only by mutual written consent of the parties.

14.5 **ATTORNEYS FEES** - If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and reasonable costs, in addition to any other relief to which such party may be entitled.

14.6 **TIME IS OF THE ESSENCE** - Time shall be of the essence of each and every term, obligation, and condition of this Agreement.

14.7 **GOVERNING LAW** - COUNTY, CONTRACTOR and this Agreement are subject to the laws of the State of California and the United States of America, and regulations promulgated thereto. Any provision required to be in this Agreement by any of applicable federal or state law, and regulations thereto shall bind COUNTY and CONTRACTOR, whether or not expressly provided in this Agreement.

14.8 **GOVERNMENT CLAIMS ACT** - The provisions of the Government Claims Act (Government Code section 900 et. seq.) must be followed first for any disputes arising under this Agreement.

15.0 JURISDICTION, VENUE, ATTORNEY FEES, SEVERABILITY

15.1 This Agreement and its construction and interpretation as to validity, performance and breach shall be construed under the laws of the State of California. Any legal action related to this Agreement shall be filed in the appropriate court (Municipal or Superior) of the State of California located in Riverside, California.

15.2 **SEVERABILITY** - In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

15.3 **INVALIDITY AND SEVERABILITY** - If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be in effect only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

15.4 **LIMITATIONS OF SEVERABILITY** - In the event the removal of a provision rendered invalid or unenforceable or declared null and void had the effect of materially altering the obligations of either party in such manner as to cause serious financial hardship to such party, the party so affected shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the other party.

15.5 **INDEPENDENT CONTRACTOR** - The CONTRACTOR is, for purposes arising out of this contract, an Independent CONTRACTOR and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR shall in no event, as a result of this contract, be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. CONTRACTOR hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

15.5.1 It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

16.0 INTEREST OF CONTRACTOR

16.1 The CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The CONTRACTOR further covenants that in the performance of this contract, no person having any such interest shall be employed or retained by it under this contract

CONDUCT OF CONTRACTOR

17.1 The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR'S interest, if any, which are or which the CONTRACTOR believes to be incompatible with any interest of the COUNTY.

17.2 The CONTRACTOR shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with his contract. In this connection, the term 'privileged information' includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selection of CONTRACTOR or subcontractors in advance of official announcement.

17.3 The CONTRACTOR or employees thereof shall not offer gifts, gratuity, favors, entertainment directly or indirectly to COUNTY employees.

18.0 CONFLICT OF INTEREST

18.1 CONTRACTOR and CONTRACTOR'S employees shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

19.0 EXHIBITS

19.1 All exhibits attached to this Agreement, and referenced herein, are incorporated into and made part of this Agreement.

20.0 CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT

20.1 CONTRACTOR certifies that the individual signing herein has authority to execute this Agreement on behalf of CONTRACTOR, and may legally bind CONTRACTOR to the terms and conditions of this Agreement, and any attachments hereto.

21.0 EDD REPORTING REQUIREMENTS

21.1 In order to comply with child support enforcement requirements of the State of California, the COUNTY of Riverside may be required to submit a Report of Independent CONTRACTOR(s) form **DE 542** to the Employment Development Department. The selected CONTRACTOR agrees to furnish the required CONTRACTOR data and certifications to the COUNTY of Riverside within 10 days of notification of award of contract when required by the EDD.

21.2 It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in contract being awarded to another CONTRACTOR. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of contract. Failure to cure such breach within 60 calendar days of notice from the COUNTY shall constitute grounds for termination of the contract.

21.3 If you have any questions concerning this reporting requirement, please call (916) 657-0529. You may also contact your local Employment Tax Customer Service Office listed in your telephone directory in the State Government section under "Employment Development Department," or you may access their Internet site at www.edd.ca.gov.

22.0 RIGHT TO ACQUIRE EQUIPMENT AND SERVICES

22.1 Nothing in this agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the COUNTY to be in its best interest.

23.0 FORCE MAJEURE

23.1 In the event CONTRACTOR is unable to comply with any provision of this agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, CONTRACTOR shall not be held liable to COUNTY for such failure to comply.

23.2 In the event COUNTY is unable to comply with any provision of this agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CONTRACTOR for such failure to comply.

24.0 CAPTIONS AND PARAGRAPH HEADINGS

24.1 Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

25.0 NOTICES

25.1 All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

COUNTY:

Medically Indigent Services Program
P.O. Box 9610
Moreno Valley, California 92552-9610
Attn: Stephen Chu
Hospital Fiscal Office
Fiscal Department

CONTRACTOR:

Xia L. Liu, DDS
Central City Dental
6005 Arlington Avenue
Riverside, Ca 92509
Attn: Xia L. Liu, DDS

Or to such other address(es) as the parties may hereafter designate:

IN WITNESS WHEREOF, the parties hereto have caused their duly appointed representatives to execute this CONTRACTOR Agreement for Dental Care Services for Riverside COUNTY

DENTAL CONTRACTOR

COUNTY OF RIVERSIDE

By: [Signature]
(Signature)

[Signature]
(Signature)

By: XIA-LIU
(Print Name)

JEFF STONE
(Print Name)

Title

Chairman, Board of Supervisor

Date

APR 22 2014
Date

ATTEST:
KECIA HARPER-IHEM, Clerk of the Board

By: [Signature]
Deputy

(SEAL)

APPROVED AS TO FORM:

By: [Signature]
Deputy County Counsel

4/3/14
Date

EXHIBIT 1

Contractor Officers, Owner, Stockholders, Creditors

Officers: XIA L LIU, LIL LIU

Owners: XIA L LIU

Stockholders:

Major Creditors: DARBY DENTAL SUPPLY LLC

EXHIBIT 2

Scope of Services

Medically Indigent Services Program MISP
Dental Outpatient services by Contract Providers
County of Riverside

OUTPATIENT DENTAL SERVICES

Outpatient Dental Services are defined to be those dental services rendered on an outpatient basis which if not diagnosed and treated, would lead to severe pain, injury or disability leading to hospitalization. The County of Riverside shall reimburse contractor based on the Denti-Cal Schedule of Maximum Allowable Rates. The following services shall be reimbursable.

A. Services Which May Be Rendered Without Prior Authorization To a Maximum of \$200.00 per patient, Per Fiscal Year (July 1, 2013 through June 30, 2014).

Treatment plan development shall reflect the limitations of the benefit set:

1. Visits and Diagnostic
 - D0150 Comprehensive oral evaluation – new or established patient
 - D0220 Intraoral – periapical first film **or**
 - D0272 Bitewings – two films
 - D0230 Intraoral – periapical each additional film

2. Management of acute pain of infection of chief complaint:
 - D9430 Office visit for observation (during regularly scheduled hours) – no other services performed
 - D9110 Palliative (emergency) treatment of dental pain – minor procedure
 - D7140 Extraction, erupted tooth or exposed root (elevation and/or forceps removal)
 - D7210 Surgical removal or erupted tooth requiring elevation of mucoperiosteal flap and removal of bone and/or section of tooth
 - D7250 Surgical removal of residual tooth roots (cutting procedure)
 - D7220 Removal of impacted tooth – soft tissue
 - D7230 Removal of impacted tooth – partially bony
 - D7240 Removal of impacted tooth – completely bony
 - D7510 incision and drainage of abscess – extraoral soft tissue
 - D7520 Incision and drainage of abscess – extraoral soft tissue
 - D4341 Periodontal scaling and root planning – four or more contiguous teeth or bounded teeth spaces per quadrant
 - D4342 Periodontal scaling and root planning – one to three teeth, per quadrant
 - D6930 Recement fixed partial denture

**TREATMENT NOTES MUST BE SUBMITTED WITH ALL
CLAIMS FOR EMERGENCY SERVICES**

Contractor shall report the provision of urgent/emergent services to the Riverside County Regional Medical Center Continuing Care Manager as outlined in Section 2.4 Standards. Notification of services and report documentation via the MISP Referral Request Form (RRF, see EXHIBIT 3) including radiograph(s), must be submitted to the MISP Fiscal Intermediary Services (FIS) claims processing department within ten (10) working day. Maxillofacial, trauma and oral surgery can be provided at:

Riverside County Regional Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555

B. Restrictions and Limitation to Services Rendered With Prior Authorization

Contractor shall seek prior authorization for all services that are not urgent-emergent in nature by submitting a completed MISP Referral Request Form (RRF) to the Riverside County Regional Medical Center Continuing Care Manager, P.O. Box 9610, Moreno Valley, CA 92552-9610 attn: Lidia Cox or by faxing it to (951) 486-4655. Contractor shall attach sufficient supporting medical information to the MISP Referral Request Form (RRF) for authorization determination. Treatment plan development shall reflect the limitations of the benefit set.

1. Restorative

Routine restorative services are not covered in most circumstances. Trauma related restorations required a time frame and history.

Request for treatment of deep caries (approaching pulp) must include chief complaint, periapical radiograph(s), symptoms and complete pulpal testing, including electric pulp testing (EPT) or tooth being assessed and nearest adjacent teeth.

2. Endodontics

Anterior or critical abutment teeth may be eligible for root canal therapy (CT). Posterior teeth are not generally eligible for RCT unless they are critical abutments, but may be eligible for pulpectomy. The Request Referral Form (RRF) must be accompanied by a periapical radiograph of the specific tooth and full mouth radiograph(s) showing detail of the entire dentition.

Complete pulpal testing including EPT and periodontal charting of tooth being evaluated and nearest adjacent teeth must be included, as well as the chief complaint and symptoms.

- Therapeutic pulpectomy
- Anterior root canal therapy

3. Periodontics

Routine initial periodontal treatment and maintenance are not covered.

- Full mouth debridement to enable comprehensive evaluation and diagnosis.
- This procedure will be limited to patients with medical necessity

4. Removable Prosthetics

Dentures are not ordinarily covered. Dentures and partial dentures requires prior authorization with documentation specifying urgent underlying medical need, which without immediate dental care, would lead to hospitalization or medical disability.

- Acrylic based stayplates for trauma related esthetic emergencies require a time frame and history of anterior teeth being replaced.
- Fluoride gel carrier, limited to patients having head and neck radiation and certain chemotherapy treatment.

5. Fixed Prosthetics

Fixed prosthetics are not ordinarily covered. Larger composite and amalgams build-ups can be bonded as an interim restoration. (See also, restorative criteria)

6. Extractions

Providers shall restrict extraction to two sextant per visit. Extraction of third molars and supernumerary teeth are not limited per visit. Patients needing extractions exceeding these limits must provide supporting medical information with the Request Referral Form (RRF) and radiographs.

7. Other Services

Other services may be provided through MISP via the Request Referral Form pre-authorization, given sufficient documentation at the discretion of the Riverside County Regional Medical Center continuing care manager. This benefit of services is not intended to cover all emergent dental care, which may be necessary in the unusual circumstance or medically compromised patient.

Original Request Referral Forms (RRF) shall be returned to the contractor outlining the authorized services. MISP dental providers must advise clients that non-urgent/non-emergent services may require follow-up by a Fee-For Service dental provider. Treatment will be limited in any one Fiscal Year to \$1,000.00 for any MISP eligible client, including the services rendered Without Prior Authorization. Special authorization by the Riverside County Regional Medical Center continuing care manager in writing must be obtained to exceed this limit. All dental services as authorized by the Riverside County Regional Medical Center continuing care manager at the current Denti-Cal rates will not exceed Fifteen Thousand (\$15,000.00) per dental provider per Fiscal Year, (i.e., July 1, 2013 through June 30, 2014).

C. Services Not Covered

The following services are not covered when done as a screening process, recall treatment or routine (non-urgent) care.

- Routine examination
- Routine full mouth radiograph (Photograph)
- Bitewings, four films
- Routine prophylaxis
- Routine restoration treatment
- Routine removable or fixed prosthetics

EXHIBIT 3

County of Riverside
Riverside County Regional Medical Center
Medically Indigent Services program (MISP)

MISP Referral Request Form

The MISP Referral Request Form will be completed as follows:

Incomplete/no signatures on the RRF will be returned to providers for completion. All eligible clients must have active MISP eligibility status.

1. Mark the Urgent/Emergent, Standing/Extended or Standard boxes as applicable.
2. Patient demographic information.
 - a) Patient last name
 - b) Patient first name
 - c) Patient middle initial
 - d) MISP class (i.e. 4 active enrollment in the MISP program, 5 active enrollment in the MISP program with an MISP Share of Cost. 8 pending Medi-Cal, 9 pending Medi-Cal with a Share of Cost)
 - e) Patient full address
 - f) Patient Social Security Number (when applicable) or Client ID
 - g) Patient telephone number
 - h) Patient date of birth
 - i) Mark appropriate box for gender
 - j) Patient RCRMC Medical Record Number.
3. Referring Provider/Clinic
 - k) Dental referring provider name
 - l) Address
 - m) Telephone number
 - n) Fax number
4. Request Provider/Service/Vendor
 - o) Dental provider name
 - p) Address
 - q) Telephone number
 - r) Fax number
5. Physician/attending signature (please print name if signature is unreadable)
6. Reason for Referral – Diagnosis/Denti-Cal codes (must be completed)
7. Requested Procedures/Orders – Please describe in detail, including Denti-Cal codes for services being requested.

8. The Riverside County Regional Medical Center Continuing Care manager will review all Referral Request Forms and will approve, denied or deferred as appropriate with signatures.
9. If Referral Request Form is faxed to provider/ vendor and/or referring provider, this box will be marked as appropriate.
10. Additional comments - any additional comments as appropriate and eligibility verification by and worked number will be clearly marked on the Referral Request Form.

EXHIBIT 4

County of Riverside Riverside County Regional Medical Center Medically Indigent Services program (MISP)

MISP Eligibility Criteria

Under Section 1700 of the California Health and Welfare Code, California counties are obligated to provide for indigent medical services. Section 17000 applies to all county residents who do not have the ability to pay for health care services and who meet the county's MISP eligibility criteria standards.

The current standards are

- Client must be able to show proof that he/she has been a resident of Riverside County for 30 days or more and be able to provide proof.
- Client must complete an MISP application form and show proof of current eligibility status.
- Client must be an adult between the ages of 21 and 64 years of age and have no linkage to the State Medi-Cal program.
- Client must not be insured.
- Client must be able to show proof of support (i.e., income).
- Client must show proof of identity.
- Client must not have a valid visitor's visa from another country.
- Client must not be in Riverside County for the sole purpose of rehabilitation.
- Client must not be institutionalized at a Skilled Nursing Facility (NSF) or Institution for Mentally Disable (IMD).

EXHIBIT 5

County of Riverside Riverside County Regional Medical Center Medically Indigent Services program (MISP)

MISP Financial Guidelines

MISP has adopted the Federal Poverty Levels (FPL's), which are adjusted annually, as the standard for determining financial eligibility. The Federal Poverty Level's (FPL's) offer a reliable index to base the MISP financial eligibility criteria.

MISP as adopted 100% of FPL and the baseline for financial eligibility with no Share of Cost (SoC) and 200% of FPL being the maximum income allowable. Household size will be limited to seven (7) related and non-related individuals. Eligibility and share of cost (SoC) is based on household size and income as verified through bank statements, check stubs, income tax documentation or declaration of support. The amount of SoC is based on the Uniform Method of Determining Ability to Pay (UMDAP) index as adopted by mental health.

MISP CO-Payments Schedule

Riverside County MISP is committed to the transition of MISP beneficiaries out of the traditional uncoordinated environment into a managed care delivery system. The managed care initiative, developed by MISP administration in concert with the Department of Health Services Agency, seeks to achieve the following objectives:

- Improve the overall health of the community
- Provide for the MISP clients understanding and use of health services
- Provide client choice and improved access of appropriate health services
- Provide timely and cost-effective delivery of appropriate and quality services
- Improve client health status through health promotion
- Foster shared responsibility for health care between client and providers
- A Co-payment, due at the time services are received, has been implemented. The schedule of co-pays are as follows:
 - a) \$2.00 Per Prescription
 - b) \$5.00 Per Outpatient Visits
 - c) \$10.00 Per Emergency Room Visits

EXHIBIT 6

County of Riverside
Riverside County Regional Medical Center
Medically Indigent Services program (MISP)

MISP HCRM WEB ACCESS
<https://mispocrm.co.riverside.ca.us>

In order for providers to verify client MISP current enrollment eligibility through the MISP HCRM Web Access, please have ready the following information when calling.

1. Required information needed
 - Client First Name
 - Client Last Name
 - Client Social Security Number
 - Client date of birth or
 - Contact ID

2. Access the MISP HCRM Web Access by typing the web address listed above, once you access the web page, type the following information
 - User Name
 - User password
 - Click “Log In”

3. In the eligibility search type the following information where applicable.
 - Client first
 - Client last name or
 - Client Social Security Number or
 - Date of birth or
 - Contact ID
 - Click “Search Eligibility”
 - If client found, it will give the number of search found
 - Under eligibility, click on view
 - It will show contact ID and
 - A reference number will be given
 - Write down reference number for your records.
 - Once eligibility process has been complete
 - Log out

EXHIBIT 7

County of Riverside
Riverside County Regional Medical Center
Medically Indigent Services Program (MISP)

Claims Reimbursement

1. The Medically Indigent Services Program (MISP) delegates claims processing to Fiscal Intermediary Services, an organization of the Riverside County Regional Medical Center, having demonstrated the capability to perform claims processing for all services for which providers are contracted under the Medically Indigent Services Program Agreement.
2. Providers shall be paid or denied all claims within forty five (45) working days. This standard is based on the time frame from the initial receipt of the claims evidenced by a date stamp until an Explanation of Benefits (EOB) is mailed to the providers as evidenced by the postage cancellation date.
3. Providers must submit initial claims for payment no later than thirty (30) days following the date of service, evidenced by the postal cancellation
4. The claims processing systems identifies and tracks all claims, and is able to produce monthly reports which contains the following information
 - Date claims received
 - Date claims paid
 - Claims pending for payment
 - Claims on hand to be processed
 - Aging of claim
5. It is to the Provider's advantage to collect the outpatient visit co-payments amount from the member at the time of service. Patients with an MISP Share of Cost are required to pay for services only until the Share of Coast is met. Payments for services will be adjudicated at the contractual rate.
6. Submitted claims should contain the following information in order to be processed for payment in a timely manner.
 - a) All claims must be submitted for payment on a DC-017A (R4/96) or appropriate dental claims form.
 - b) Valid current five (5) alpha numeric Denti-Cal procedure codes

c) Patient demographic information

- Patient Last, First, Middle Name
- Patient Social Security Number or Client Contact ID
- Patient's gender
- Patient's date of birth
- Patient's current address
- Patient's dental record number (if applicable)

d) Referring provider information

- Radiographs attached? Number if applicable
- Other attachments
- Accident/Injury?
- Employment Related?
- Other Dental Coverage? If YES client is not eligible for dental services under the Riverside County MISIP program.
- Medi-Care Dental Coverage? If YES client is not eligible for dental services under the Riverside County MISIP program.
- Patient referring provider number (when applicable)
- All other pertinent patient information as required on forms

e) Provider information

- Full name of provider
- Address
- Telephone number
- Fax number
- Tax Identification Number (**all claims must have TIN number**)
- Dates of service
- Amount billed by procedure code
- Name of person performing service and his/her signature
- Other documentation as needed, such as RRF for prior authorization or other medical necessity notes

7. Dental claims without completed or missing information will be returned to dental providers for completion with a date noted that the additional documentation is due. If requested information is not received within the designated timeframe of the first request, a second request will be sent.
8. If dental provider does not respond to the request for additional information within 14 business day, a denial Explanation of Benefits (EOB)/letter will be issued indicating requesting information was not received.
9. Current Denti-Cal Schedule of Maximum Dental Allowances will be used as a basis for payment to dental providers.
10. FIS is available from 8:00 am – 4:00 pm Monday through Friday to assist and answer any questions related to claims processing. The telephone number is (951) 486-4195, Fax number (951) 486-4655.

11. Provider is responsible to bill all Third party payers. The Medically Indigent Services Program (MISP) is the secondary payor in the event of third party payers. During the course of treatment client becomes Medi-Cal eligible, providers are required to bill Medi-Cal and refund any payments made by Medically Indigent Services Program (MISP).

EXHIBIT 8

County of Riverside
Riverside County Regional Medical Center
Medically Indigent Services Program (MISP)

Explanation of Benefits (EOB)

The FIS Explanation of Benefits will have the following information for your review in identifying the patient information on paid/denied claims. This will also be the information you will need to match the patient information with the county warrant.

1. Providers information
 - Providers name
 - Address
 - City
 - State
 - Zip code
 - TIN ID
2. Box 1
 - FIS bill ID number (15 digit number)
 - Approval/denial codes (3 digit, 1 letter, 2 number)
3. Box 2
 - Member ID number
 - Procedure code number
4. Box 3
 - Tooth number
5. Box 4
 - Patient's account number (when applicable)
6. Box 5
 - Patient Last Name
 - Dates of service from through
7. Box 6
 - Patient's First and middle name
 - Billed amount
8. Box 7
 - Quantity being billed
9. Box 8
 - Not applicable
10. Box 9
 - MISP Co-Pays (when applicable)
11. Box 10
 - Amounts being paid
12. Total Payment Due To Providers

EXHIBIT 9

County of Riverside
Riverside County Regional Medical Center
Medically Indigent Services Program (MISP)

Claims Appeals

Dental providers may appeal to Fiscal Intermediary Services (FIS) if he/she believes a claim for covered dental services rendered to an MISP eligible client has been unfairly denied. MISP encourages dental providers to work directly with FIS to resolve the issue.

Appeal Procedures

1. Dental providers who has been denied payment for services must appeal to FIS in writing within 60 (sixty) calendar days of the date printed on the FIS Explanation of Benefits as evidenced by the EOB printed date. All appeals must include the following information:
 - Copy of original DC-0174A (R4/96) dental claim form marked "COPY"
 - Copy of FIS denial EOB
 - Hardcopy of MISP RRF if prior authorization Received
 - If verbal authorization received, give details of any limitations to the authorization, name of person providing verbal authorization, date and time of authorization given (follow-up call for additional services requires same information)
 - Documentation proving an attempt to obtain authorization from the RCRMC Continuing Care Manager (at a minimum should indicate the telephone number called and the date and time the call was made and if message was left).
 - Any other information to assist FIS in validating the appropriateness of services rendered
 - Cover letter describing the argument for appeal
2. FIS verifies member MISP eligibility for dates of service in question and ensures dental claim was submitted in a timely manner by provider. If member is not eligible for MISP eligibility for the dates of service in question, a second denial EOB/letter will be issued to the appealing party.
3. If the denial is based on unauthorized services, the RCRMC Continuing Care Manager will review the appeal and renders a decision within ten (10) working days.
4. If Dental Review upholds the denial, dental provider will be notified in writing of decision.
5. If Dental Review overturns FIS denial, FIS will be notified of decision and dental provider will be sent a copy of decision and dental claim(s) will be paid within thirty (30) working days.