

**PROFESSIONAL SERVICES AGREEMENT**

**by and between**

**COUNTY OF MONTEREY ON BEHALF OF THE MONTEREY COUNTY  
DEPARTMENT OF HEALTH ("County")**

**and**

**JUAN C. VALENCIA DENTAL CORP. D/B/A LA PAZ DENTAL CARE ("Contractor")**

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “**Agreement**”) is entered into as of June 2, 2025 (the “**Effective Date**”) by and between by and between COUNTY OF MONTEREY on behalf of THE MONTEREY COUNTY DEPARTMENT OF HEALTH (“**County**”), and JUAN C. VALENCIA DENTAL CORP. D/B/A LA PAZ DENTAL CARE (“**Contractor**”). County, County and Contractor are sometimes referred to in this Agreement as a “**Party**” or, collectively, as the “**Parties**.”

### RECITALS

A. County owns and operates a mobile dental clinic which provides dental services (the “**Clinic**”).

B. Contractor is a professional corporation organized under the laws of the State of California (the “**State**”), that is authorized to provide dental services in the State. Contractor employs or contracts with one (1) dentist (the “**Dentist**”) and up to two (2) dental assistants (the “**Assistants**”). The Dentist and Assistants shall collectively be referred to herein as the “**Practitioner(s)**.”

C. County must arrange for the provision of professional consultation and treatment of patients who present to the Clinic (collectively, the “**Clinic Patients**”), without regard to any consideration other than health condition.

### AGREEMENT

#### THE PARTIES AGREE AS FOLLOWS:

#### ARTICLE I. CONTRACTOR’S OBLIGATIONS

**1.1 Professional Services.** Contractor shall provide the professional services described in Exhibit 1.1 (the “**Professional Services**”) to Clinic Patients, upon the terms and subject to the conditions set forth in this Agreement.

**1.2 Additional Services.** Contractor shall provide to County those additional services set forth in Exhibit 1.2 (the “**Additional Services**”), upon the terms and subject to the conditions set forth in this Agreement. The Professional Services and Additional Services are sometimes referred to collectively in this Agreement as the “**Services**.”

**1.3 Time Commitment.** Contractor shall allocate time among the Professional Services and Additional Services as reasonably requested by County from time to time.

**1.4 Scheduling Services.** The Parties shall determine the schedule for Professional Services under this Agreement through mutual agreement, allowing for flexibility to accommodate the needs of Clinic Patients and Contractor. The schedule may be adjusted as necessary by mutual consent, with both Parties making reasonable efforts to coordinate any changes. In the event of

unforeseen circumstances, the Parties will work together in good faith to make appropriate scheduling adjustments.

**1.5 Records and Reports.** Contractor shall keep complete, accurate and detailed records of the services provided pursuant to this Agreement and provide the same to County upon request.

**1.6 Privileges.** Practitioners, if applicable, shall have and maintain all clinical privileges necessary for the performance of the Contractor and Practitioner's obligations under this Agreement.

**1.7 Professional Qualifications.** Each Dentist shall have and maintain an unrestricted license to practice dentistry in the State and shall have and maintain a valid and unrestricted United States Drug Enforcement Administration ("DEA") registration.

**1.8 Background Checks.** Prior to their start date, all Practitioners shall complete a background check, fingerprinting, and any other necessary screening processes as required. The results of these checks must be satisfactory and in compliance with County standards.

**1.9 Sanctions.** Contractor and Practitioners shall not perform any act or omission that gives rise to sanction by the United States Department of Health and Human Services or any other appropriate federal, state, or local government entity during the term of this Agreement.

**1.10 Performance Standards.** Contractor and each Practitioner shall comply with all bylaws; Clinic staff policies; rules, regulations and policies of County and the Clinic staff (collectively, the "County Rules"), and all protocols applicable to the Services or the County (the "Protocols"), which shall be provided to Contractor. With respect to Contractor each Practitioner's business dealings with County and their performance of the Services described in this Agreement, Contractor nor any Practitioner shall act in any manner which conflicts with or violates the County Rules or Protocols, nor cause another person to act in any manner which conflicts with or violates the County Rules or Protocols. Contractor and each Practitioner shall comply with the County Rules and Protocols as it relates to their business relationship with County or any Affiliate, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind. The Parties acknowledge and agree that in the event any conflict or contradiction between County Rules and the regulations of the Dental Board of California (the "Board"), the Contractor will abide by the Board regulations.

**1.11 Continuing Education.** Contractor shall ensure that each Practitioner participates in continuing education as necessary to maintain licensure (if applicable), professional competence and skills commensurate with the standards of the dental community and as otherwise required by the dental profession.

**1.12 Use of Space.** Contractor and Practitioners shall use County leased or owned space solely and exclusively for the provision of the Services, except in an emergency or with County's prior written consent.

**1.13 Notification of Certain Events.** Contractor shall notify County in writing within twenty-four (24) hours after the occurrence of any one or more of the following events:

(a) Contractor or any Practitioner becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by: Medicare and Medicaid programs or any other Federal health care program, as defined at 42 U.S.C. Section 1320a-7b(f) (collectively, the "**Federal Health Care Programs**") or state equivalent, any state's dentistry board, any agency responsible for professional licensing, standards or behavior, or any medical staff;

(b) if applicable, the medical staff membership or clinical privileges of any Practitioner at any facility are denied, suspended, restricted, revoked or voluntarily relinquished, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(c) any Practitioner becomes the subject of any suit, action or other legal proceeding arising out of Contractor's professional services;

(d) Dentist voluntarily or involuntarily retires from the practice of dentistry;

(e) Dentist's license to practice dentistry in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(f) any Practitioner is charged with or convicted of a criminal offense;

(g) any act of nature or any other event occurs which has a material adverse effect on Contractor or any Practitioner's ability to provide the Services; or

(h) Contractor or any Practitioner is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent.

**1.14 Representations and Warranties by Contractor.** Contractor represents and warrants that: (a) Dentist's license to practice dentistry in any state has never been suspended, revoked or restricted; (b) neither Contractor nor any Practitioner has ever been reprimanded, sanctioned or disciplined by any licensing board or specialty board; (c) Contractor nor any Practitioner has ever been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program; (d) Dentist has ever been denied membership and/or reappointment to the medical staff of any health care facility; (e) Dentist's medical staff membership or clinical privileges at any health care facility have never been suspended, limited or revoked for a disciplinary cause or reason; and (f) no Practitioner has ever been charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the provision of medical services or the practice of dentistry.

**1.15 Nondiscrimination.** Neither Contractor nor any Practitioner shall differentiate or discriminate in performing the Services on the basis of race, religion, creed, color, national origin, ancestry, sex, physical disability, mental disability, medical condition, marital status, age, sexual orientation or payor, or on any other basis prohibited by applicable law.

**1.16 Non-Exclusive Services.** The Services provided by Contractor hereunder are intended to be non-exclusive. Notwithstanding the above, during the term of this Agreement, Contractor shall undertake to retain the service capacity necessary to provide those Services described in this Agreement, to the extent necessary to serve the reasonably foreseeable patient needs for medical care at Clinic and the administrative services hereunder.

**1.17 Compliance with Grant Terms.** If this Agreement has been or will be funded with monies received by County pursuant to a contract with the state or federal government or private entity in which County or County is the grantee, Contractor and Practitioners shall comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein.

**1.18 Medical Records and Claims.**

(a) Contractor shall ensure that Contractor and each Practitioner prepares complete, timely, accurate and legible medical and other records with respect to the services and treatment furnished to patients, in accordance with the County Rules, federal and state laws and regulations, and standards and recommendations of such nationally recognized accrediting organization as County designates from time to time. All such information and records relating to any patient shall be: (i) prepared on forms developed, provided or approved by County; (ii) the sole property of County; and (iii) maintained at Clinic in accordance with the terms of this Agreement and for so long as is required by applicable laws and regulations.

(b) Contractor shall maintain and upon request provide to patients, County, and state and federal agencies, all financial books and records and medical records and charts as may be necessary for Contractor and/or County to comply with applicable state, federal, and local laws and regulations and with contracts between County and third party payors. Contractor shall cooperate with County in completing such claim forms for patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors. Contractor shall retain all such records and information for at least ten (10) years following the expiration or termination of this Agreement. This Section 1.18(b) shall survive the expiration or termination of this Agreement.

**1.19 Records Available to Contractor.** Both during and after the term of this Agreement, County shall permit Contractor and Contractor's agents to inspect and/or duplicate, at Contractor's sole cost and expense, any medical chart and record to the extent necessary to meet Contractor's professional responsibilities to patients, to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, and/or to fulfill requirements pursuant to provider contracts to provide patient information; provided, however, such inspection or duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Contractor shall be solely responsible for maintaining patient confidentiality with respect to any information which Contractor obtains pursuant to this Section.

**1.20 Assistants.**

(a) Contractor shall employ, contract with, or otherwise engage up to two (2) Assistants, each of whom are qualified to practice dental services in California.

(b) Contractor shall ensure that, during the term of this Agreement, any and all Assistants providing the Services satisfy the professional standards and qualifications set applicable to such Assistants.

(c) Contractor shall provide prompt written notice to County in the event any Assistant resigns, is terminated by Contractor, or otherwise ceases to provide the Services.

(d) Contractor shall ensure that the Services are performed only on the County's premises by Assistants who have been approved and accepted by County, and have not been removed in accordance with this Agreement.

(e) Contractor shall cause each Assistant providing the Services to comply with all obligations, prohibitions, covenants and conditions imposed on Contractor pursuant to this Agreement.

**ARTICLE II.  
COMPENSATION**

**2.1 Compensation.** County shall pay to Contractor the amount determined in accordance with Exhibit 2.1 (the "**Compensation**"), upon the terms and conditions set forth therein.<sup>1</sup>

**2.2 Billing and Collection.** County shall have the sole and exclusive right to bill and collect for any and all Professional Services rendered to Clinic Patients by Contractor under this Agreement (the "**Clinic Services**"). County shall have the sole and exclusive right, title and interest in and to accounts receivable with respect to such Clinic Services.

(a) **Assignment of Claims.** Contractor hereby assigns (or reassigns, as the case may be) to County all claims, demands and rights of Contractor for any and all Clinic Services

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<sup>1</sup> NTD: Please insert compensation into Exhibit 2.1.

rendered by Contractor pursuant to this Agreement. Contractor shall take such action and execute such documents, as may be reasonably necessary or appropriate to effectuate the assignment (or reassignment, as the case may be) to County of all claims, demands and rights of Contractor for any and all Clinic Services rendered by Contractor pursuant to this Agreement.

(b) **Cooperation with Billing and Collections.** Contractor shall cooperate with County in the billing and collection of fees with respect to Clinic Services rendered by Contractor. Without limiting the generality of the foregoing, Contractor shall cooperate with County in completing such claim forms with respect to Clinic Services rendered by Contractor pursuant to this Agreement as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors.

(c) **County as Exclusive Source for Compensation for Clinic Services.** Contractor shall seek and obtain compensation for the performance of Clinic Services only from County. Contractor shall not, bill, assess or charge any fee, assessment or charge of any type against any County patient or any other person or entity for Clinic Services rendered by Contractor pursuant to this Agreement. Contractor shall promptly deliver to County any and all compensation, in whatever form, that is received by Contractor for Clinic Services rendered by Contractor pursuant to this Agreement, including any amount received from any payor, including any government or third party payor, for Clinic Services rendered by Contractor pursuant to this Agreement.

(d) **Joint and Several Liability.** County and Contractor acknowledge that they will be jointly and severally liable for any Federal Health Care Program overpayments relating to claims with respect to Clinic Services furnished by Contractor pursuant to this Agreement. The foregoing is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the Parties' respective indemnification obligations under this Agreement.

(e) **Indemnification for Billing Information.** Contractor hereby agrees to indemnify County, its officers, supervisors, trustees, employees and agents, from and against any and all liability, cost, loss, penalty or expense (including, without limitation, attorneys' fees and court costs) incurred by County resulting from negligent acts or negligent omissions of Contractor which result in inaccurate and/or improper billing information furnished by Contractor and relied on by County regarding Clinic Services rendered by Contractor to Clinic Patients, to the extent such liability, cost, loss, penalty or expense exceeds the amount of payment or reimbursement actually received by County for such services.

### **2.3 Third Party Payor Arrangements.**

(a) Contractor shall cooperate in all reasonable respects necessary to facilitate County's entry into or maintenance of any third party payor arrangements for the provision of services under Federal Health Care Programs or any other public or private health and/or hospital care programs, including insurance programs, self-funded employer health programs, health care service plans and preferred provider organizations (each, a "Third Party Payor").

(b) To enable County or the Clinic to participate in any third party payor arrangement, Contractor shall, not more than ten (10) business days following County's request:

- (i) Initiate enrollment as a provider (if required by the Third Party Payor), separate from County and Clinic, with any Third Party Payor or intermediate organization (including any independent practice association) designated by County for the provision of Professional Services to County patients covered by such Third Party Payors;
- (ii) Complete any documents (e.g., CAQH Universal Provider Datasource form) as may be reasonably necessary or appropriate to effectuate enrollment;
- (iii) Enter into a written agreement with such Third Party Payor as may be necessary or appropriate for the provision of Professional Services to County patients covered by such Third Party Payor; and/or
- (iv) Enter into a written agreement with County regarding global billing, capitation or other payment arrangements as may be necessary or appropriate for the provision of Professional Services to County patients covered by such Third Party Payor.

### **ARTICLE III. INSURANCE AND INDEMNITY<sup>2</sup>**

**3.1 Insurance Coverage Requirements.** Without limiting Contractor's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement, at Contractor's sole cost and expense, a policy or policies of insurance with the following minimum limits of liability:

(a) **Professional Liability Insurance**, covering Contractor and each licensed Practitioner with coverage of not less than One-Million Dollars (\$1,000,000) per occurrence and Three-Million Dollars (\$3,000,000) in the aggregate; or such other amount(s) of professional liability insurance as may be required from time to time, to cover liability for malpractice and/or errors or omissions made in the course of rendering services under this Agreement. If any professional liability insurance covering Contractor and Practitioner is procured on a "Claims Made" rather than "Occurrence" basis, then Contractor and Practitioner shall either continue such coverage or obtain extended reporting coverage ("**Tail Coverage**"), as appropriate, upon the occurrence of any of the following: (i) termination or expiration of this Agreement; (ii) change of coverage if such change shall result in a gap in coverage; or (iii) amendment, reduction or other material change in the then existing professional liability coverage of Contractor if such amendment, reduction or other material change will result in a gap in coverage. Any Tail Coverage shall have liability limits in the amount set forth above and shall in all events continue in existence until the greater of: (a) three (3) years or (b) the longest statute of limitations for professional and general liability for acts committed has expired. All insurance required by this Agreement shall

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<sup>2</sup> NTD: Could you please confirm the County's insurance requirements?



be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact insurance business in the State.

(b) **Commercial General Liability Insurance**, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than One Million Dollars (\$1,000,000) per occurrence.

(c) **Business Automobile Liability Insurance**, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than One Million Dollars (\$1,000,000) per occurrence.

(d) **Workers' Compensation Insurance**, if Contractor employs others in the performance of this Agreement, in accordance with California Labor Code Section 3700 and with Employer's Liability limits not less than One Million Dollars (\$1,000,000) each person, One Million Dollars (\$1,000,000) each accident and One Million Dollars (\$1,000,000) each disease.

**3.2 Other Insurance Requirements.** All insurance required by this Agreement shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact insurance business in the State. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date Contractor and Practitioners complete their performance of services under this Agreement.

All coverages except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Contracts/Purchasing Director.

Each liability policy shall provide that County shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor, Practitioners, and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form

CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by County, Contractor shall file certificates of insurance with the County, showing that the Contractor has in effect the insurance required by this Agreement. The Contractor shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

Contractor and each Practitioner shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County. If the certificate is not received by the expiration date, County shall notify Contractor and Contractor shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Contractor to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate the Agreement immediately.

### **3.3 Indemnification.**

(a) **Indemnification by Contractor.** Contractor shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons; firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with Contractor's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "Contractor's performance" includes Contractor's acts or omissions and the acts or omissions of Contractor's officers, employees, agents and subcontractors.

(b) **Indemnification by County.** County agrees to defend, indemnify, and hold harmless Contractor, to the extent permitted by applicable law, from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death arising out of or connected with any negligent act or omission or willful misconduct of County or any of its agents or employees.

**3.4 Indemnification for Timely Payment of Tax Contributions.** It is expressly agreed by the Parties hereto that no work, act, commission or omission of Contractor or any Practitioner shall be construed to make or render Contractor or any Practitioner the agent, employee or servant of County. Contractor and each Practitioner agrees to indemnify, defend and hold harmless County from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against County based upon any claim that Contractor has failed to make proper and timely payment of any

required tax contributions for itself, its employees, or its purported agents or independent contractors.

**3.5 County Services.** County shall retain professional and administrative responsibility for the operation of the Clinic. County's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Contractor under this Agreement, including, without limitation, the obligations under the insurance and indemnification provisions set forth in this Article III.

**3.6 Survival of Obligations.** The Parties' obligations under this Article III shall survive the expiration or termination of this Agreement for any reason.

#### **ARTICLE IV. RELATIONSHIP BETWEEN THE PARTIES**

**4.1 Independent Contractor.**

(a) Contractor and each Practitioner is and shall at all times be an independent contractor with respect to County in the performance of Contractor and Practitioners' obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between County and Contractor or County and any Practitioner. No Practitioners shall hold themselves out as an officer, agent or employee of County, nor incur any contractual or financial obligation on behalf of County without County's prior written consent.

(b) If the Internal Revenue Service ("IRS") or any other governmental agency should inquire about, question or challenge the independent contractor status of Contractor or any Practitioner with respect to County, the Parties hereto mutually agree that: (i) each shall inform the other Party hereto of such inquiry or challenge; and (ii) County and Contractor shall each have the right to participate in any discussion or negotiation occurring with the taxing agency, regardless of who initiated such discussions or negotiations. In the event the taxing agency concludes that an independent contractor relationship does not exist, County may terminate this Agreement effective immediately upon written notice. In the event of such termination, the Parties remain free to negotiate an employer/employee contract with any Practitioner.

**4.2 Limitation on Control.** County shall neither have nor exercise any control or direction over any Practitioner's professional judgment or the methods by which Practitioners perform professional services, if applicable; provided, however, that Practitioners shall be subject to and shall at all times comply with the Protocols and the bylaws, guidelines, policies and rules applicable to other members of the Clinic staff.

**4.3 No Benefit Contributions.** County shall have no obligation under this Agreement to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor. Notwithstanding the foregoing, if County determines or is advised that it is required by law to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to,

or on behalf of, Contractor or any other person employed or retained by Contractor, Contractor shall reimburse County for any such expenditure within thirty (30) calendar days after being notified of such expenditure.

**4.4 Referrals.** Contractor and the Practitioners shall be entitled to refer patients to any hospital or other health care facility or provider deemed by Contractor or the Practitioners best qualified to deliver dental services to any particular patient; provided; however, that Contractor nor any Practitioner shall refer any County patient to any provider or health care services which either Contractor or any Practitioner knows or should have known is excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program or state equivalent. Nothing in this Agreement or in any other written or oral agreement between County and Contractor, or County and the Practitioners, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business to County or any Affiliate. In the event that any governmental agency, any court or any other judicial body of competent jurisdiction, as applicable, issues an opinion, ruling or decision that any payment, fee or consideration provided for hereunder is made or given in return for patient referrals, either Party may at its option terminate this Agreement with three (3) days' notice to the other Party. Contractor's rights under this Agreement shall not be dependent in any way on the referral of patients or business to County or any Affiliate by Contractor, Practitioner or any person employed or retained by Contractor.

**4.5 Form 1099.** County shall issue an Internal Revenue Service Form 1099 to Contractor.

**4.6 Cooperation.**

(a) The Parties recognize that, during the term of this Agreement and for an undetermined time period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions. As such, the Parties hereby agree to cooperate in good faith, using their best efforts, to address such risk management and legal issues, claims, or actions.

(b) The Parties further agree that if a controversy, dispute, claim, action or lawsuit (each, an "**Action**") arises with a third party wherein both the Parties are included as defendants, each Party shall promptly disclose to the other Party in writing the existence and continuing status of the Action and any negotiations relating thereto. Each Party shall make every reasonable attempt to include the other Party in any settlement offer or negotiations. In the event the other Party is not included in the settlement, the settling Party shall immediately disclose to the other Party in writing the acceptance of any settlement and terms relating thereto, if allowed by the settlement agreement.

(c) Contractor shall cooperate with the individual designated by County to have principal responsibility for the administration and operation of the Clinic. Such cooperation shall

include supervision, selection, assignment, and evaluation of personnel; management and direction of equipment maintenance; development of budgets; and oversight of the acquisition of materials, supplies, and equipment.

(d) Contractor shall assist County, as reasonably requested by County, in County's compliance with applicable laws and the standards, requirements, guidelines and recommendations of any governing or advisory body having authority to set standards relating to the operation of County, or any nationally recognized accrediting organization that County designates from time to time.

**4.7 Contractor's Performance.** County, at its option and within its sole discretion, may seek evaluation of contractual performance by requesting input from County's Medical Director and from other professionals within County.

**4.8 Right of Inspection.** Upon reasonable prior written notice, County and County officials and their designees may inspect the books and records of Contractor which are necessary to determine that work performed by Contractor or any Practitioner to patients hereunder is in accord with the requirements of this Agreement. Such inspection shall be made in a manner so as not to disrupt the operations of County or Contractor.

**4.9 Access to and Audit of Records.** County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the Contractor and its subcontractors related to services provided under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), the Parties may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

## **ARTICLE V.**

### **TERM AND TERMINATION**

**5.1 Term.** This Agreement shall become binding and enforceable as of the Effective Date. The parties anticipate that Contractor shall begin providing services to the County on June 25, 2025, or another date mutually agreed to by County and Contractor (the "**Actual Commencement Date**"). The initial term shall continue in effect for one (1) year from the Actual Commencement Date, subject to the termination provisions of this Agreement. The term of this Agreement may be extended for two (2) additional one (1) year periods by mutual written agreement of the Parties.

**5.2 Termination by County.** County shall have the right to terminate this Agreement upon the occurrence of any one or more of the following events:

(a) breach of this Agreement by Contractor or any Practitioner where the breach is not cured within thirty (30) calendar days after County gives written notice of the breach to Contractor;

(b) neglect of professional duty by Contractor or any Practitioner in a manner that poses an imminent danger to the health or safety of any individual, or violates County's policies, rules or regulations;

(c) there is a "substantial change" in Contractor which has not received prior written approval or subsequent ratification by County. For purposes of this section, a "substantial change" includes, but is not limited to, (i) a change in ownership of Contractor equal to greater than fifty-one percent (51%), (ii) a material alternation in the scope or nature of the services provided by Contractor under this Agreement, (iii) the dissolution, insolvency, or bankruptcy of Contractor, or (iv) any other change that materially affects Contractor's ability to perform its obligations under this Agreement.

(d) Contractor makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law of any jurisdiction;

(e) the insurance required to be maintained by Contractor under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or Contractor) for any reason, and Contractor has not obtained replacement coverage as required by this Agreement prior to the effective date of such termination, reduction, non-renewal or cancellation; or

(f) Contractor is rendered unable to comply with the terms of this Agreement for any reason.

**5.3 Termination by Contractor.** Contractor shall have the right to terminate this Agreement upon breach of this Agreement by County where the breach is not cured within thirty (30) calendar days after Contractor gives written notice of the breach to County.

**5.4 Termination or Modification in the Event of Government Action.** If the Parties receive notice of any Government Action, the Parties shall attempt to amend this Agreement in order to comply with the Government Action. If the Parties are unable to agree upon and implement an amendment to this Agreement within thirty (30) days after receipt of such notice, either Party may terminate this Agreement by providing written notice to the other Party. The termination shall be effective thirty (30) days after the delivery of such notice unless a later date is specified in the notice. In the event of termination due to Government Action, the Parties shall remain responsible for fulfilling all obligations and liabilities incurred up to the date of termination. For the purposes of this Section, "**Government Action**" shall mean any action that poses a material risk of loss to: (i) the licensure of County or the licensure of any Affiliate; (ii) the participation of either Party in the Medicare or Medicaid programs; (iii) either Party's full accreditation by any accrediting organization; or (iv) the federal, state or local tax-exempt status of County or any Affiliate of County, or their respective tax-exempt financial obligations. Additionally, "Government Action" includes any material risk that the performance of this Agreement, for any reason not set forth in the previous clauses, may be in violation of any statute or regulation, or may be otherwise deemed illegal. For the purposes of this Agreement, "**Affiliate**" shall mean any entity which, directly or indirectly, controls, is controlled by, or is under common control with County.

**5.5 Termination without Cause.** Either Party may terminate this Agreement without cause, expense or penalty, effective one hundred eighty (180) calendar days after written notice of termination is given to the other Party.

**5.6 Mutual Termination.** This Agreement may be terminated at any time by mutual written consent of both Parties.

**5.7 Effect of Termination or Expiration.** Upon any termination or expiration of this Agreement:

(a) all rights and obligations of the Parties shall cease except (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement, and (ii) those rights and obligations which expressly survive termination or expiration of this Agreement;

(b) upon County's request, Contractor and any Practitioner shall immediately vacate County owned or leased premises, removing any and all of Contractor and Practitioners' personal property, and County may remove and store, at Contractor or Practitioner's expense, any personal property that either Contractor or Practitioner has not so removed;

(c) Contractor and Practitioners shall immediately return to County all of County's property, including County's equipment, supplies, furniture, furnishings and patient records, in Contractor's possession or under Contractor or Practitioner's control;

(d) Contractor and Practitioners shall not do anything or cause any other person to do anything that interferes with County's efforts to engage any other person or entity for the provision of the Services, or interferes in any way with any relationship between County and any other person or entity who may be engaged to provide the Services to County;

(e) This Section 5.7 shall survive the expiration or termination for any reason of this Agreement.

**5.8 Termination or Amendment in Response to Reduction of Government Funding.** Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the County for services that are to be provided under this Agreement, County, in its sole and absolute discretion after consultation with the Contractor, may elect to terminate this Agreement by giving written notice of termination to Contractor effective immediately or on such other date as County specifies in the notice. Alternatively, County and Contractor may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

**5.9 Removal of Assistants upon County Request.** Upon written request by County, and after Contractor has been given the opportunity to present relevant information and propose remedial measures, Contractor shall immediately remove any Assistant from furnishing Services under this Agreement who: (i) engages in conduct that, in County's good faith determination, jeopardizes the mental or physical health, safety, or well being of any person or damages the reputation of County; (ii) fails to comply with any other material terms or conditions of this Agreement after being given written notice of that failure and a reasonable opportunity to comply; or (iii) is unable to perform services as required under this Agreement for more than thirty (30) days in the aggregate over any three (3) month period.

**5.10 Effect of Removal.** Upon the removal of an Assistant pursuant to Section 5.9 of this Agreement, Contractor shall employ, contract with, or otherwise engage, at its cost and expense, a qualified substitute for the removed Assistant, or shall demonstrate to County's satisfaction Contractor's ability to continuously perform the Services without such a substitute. Failure to take such action shall constitute a material breach of this Agreement, subject to Section 5.2. Nothing herein shall be construed to limit County's rights under Section 5.2 or any other provision of this Agreement.

## **ARTICLE VI. GENERAL PROVISIONS**

**6.1 Amendment.** This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties and attached to this Agreement.



**6.2 Assignment.** This Agreement is entered into by County in reliance on the professional and administrative skills of Contractor. Contractor shall be solely responsible for providing the Services and otherwise fulfilling the terms of this Agreement, except as specifically set forth in this Agreement. Except for assignment by County to an entity owned, controlled by, or under common control with County, neither Party may assign any interest or obligation under this Agreement without the other Party's prior written consent. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

**6.3 Compliance with HIPAA.** Contractor and each Practitioner shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, "**HIPAA**," the obligations collectively referred to herein as "**HIPAA Obligations**"). The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.

**6.4 Compliance with Laws and Accreditation.** Contractor and each Practitioner shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments (collectively, "**Laws**") applicable to Contractor and Practitioners, the provision of the Services, or the obligations of Contractor or any Practitioner under this Agreement, including without limitation laws that require Contractor or any Practitioner to disclose any economic interest or relationship with County. Contractor and each Practitioner shall take actions necessary to ensure that the County and/or Clinic are operated in accordance with: all requirements of a nationally recognized accrediting organization that County designates from time to time, all applicable licensing requirements, and all other relevant requirements promulgated by any federal, state or local agency.

**6.5 Compliance with Medicare Rules.** To the extent required by law or regulation, Contractor shall make available, upon written request from County, the Secretary of Health and Human Services, the Comptroller General of the United States, or any duly authorized agent or representative, a copy of this Agreement and Contractor's books, documents and records at the sole expense of the County. Contractor shall preserve and make available such books, documents and records for a period of ten (10) years after the end of the term of this Agreement, or the length of time required by state or federal law. If Contractor is requested to disclose books, documents or records pursuant to this Section for any purpose, Contractor shall notify County of the nature and scope of such request, and Contractor shall make available, upon written request of County, all such books, documents or records. Contractor shall indemnify and hold harmless County if any amount of reimbursement is denied or disallowed because of Contractor's failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. This Section shall survive the expiration or termination for any reason of this Agreement.

If Contractor carries out any of the duties of the contract through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of ten (10) years after the furnishing of such Services pursuant to such subcontract, the related organization shall make available, upon written request by the Secretary, or upon request by the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

## **6.6 Confidential Information.**

(a) During the term of this Agreement, Contractor and Practitioners may have access to and become acquainted with Trade Secrets and Confidential Information of County. **“Trade Secrets”** includes information and data relating to payor contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations and related data. **“Confidential Information”** includes Trade Secrets and any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of County or any Affiliate that County discloses or otherwise makes available in any manner to Contractor or Practitioners, or to which Contractor or Practitioners may gain access in the performance of the Services under this Agreement, or which Contractor or any Practitioner knows or has reason to know is confidential information of County or any Affiliate; whether such information is disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential. By way of example, but not limitation, Confidential Information includes any and all know-how, processes, manuals, confidential reports, procedures and methods of County, any County patient’s individually identifiable health information (as defined under HIPAA), and any information, records and proceedings of County and/or Clinical Staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in County’s or any Affiliate’s possession.

(b) Confidential Information shall be and remain the sole property of County, and shall, as applicable, be proprietary information protected under the Uniform Trade Secrets Act. Neither Contractor nor any Practitioner shall use any Confidential Information for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity, without the prior written consent of County. Contractor and each Practitioner shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor or Practitioner protects his, her, or its own confidential or proprietary information of a similar nature and with no less than reasonable care. All documents that Contractor or Practitioners prepare, or Confidential Information that might be given to Contractor or any Practitioner in the course of providing Services under this Agreement, are the exclusive property of County, and, without the prior written consent of County, shall not be removed from County’s premises.

(c) Contractor and each Practitioner shall return to County all Confidential Information and all copies thereof in Contractor or Practitioners’ possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the

written request of County, or the termination or expiration of this Agreement. Contractor nor any Practitioner shall copy, duplicate or reproduce any Confidential Information without the prior written consent of County.

(d) This Section shall survive the expiration or termination of this Agreement.

**6.7 Non-Solicitation.** During the term of this Agreement and for a period of one (1) year following its termination or expiration, County agrees that it will not, directly or indirectly, solicit, recruit, or hire any Practitioner employed by or contracted with Contractor who provided services to County under this Agreement, without the prior written consent of Contractor. This provision shall not restrict County from hiring a Practitioner who responds to a general advertisement or solicitation not specifically directed at such Practitioner.

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

**6.9 Dispute Resolution.** In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a “**Dispute**”), the Parties shall resolve such Dispute as follows:

(a) **Meet and Confer.** The Parties shall, as soon as reasonably practicable, but in no case more than ten (10) days after one Party gives written notice of a Dispute to the other Party (the “**Dispute Notice**”), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties (the “**Meet and Confer**”). The obligation to conduct a Meet and Confer pursuant to this Section does not obligate either Party to agree to any compromise or resolution of the Dispute that such Party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Laws.

(b) **Arbitration.** If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted by Judicial Arbitration and Mediation Services, Inc. (“**JAMS**”), or other arbitration and/or mediation services company as agreed to by the Parties, in accordance with the following rules and procedures:

- (i) Each Party may commence arbitration by giving written notice to the other Party demanding arbitration (the “**Arbitration Notice**”). The Arbitration Notice shall specify the Dispute, the particular claims and/or causes of actions alleged by the Party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of action.
- (ii) The arbitration shall be conducted in the County in which the County is located and in accordance with the commercial arbitration

rules and procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) to the extent such rules and procedures are not inconsistent with the provisions set forth in this Section. In the event of a conflict between any rules and/or procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) and the rules and/or procedures set forth in this Section, the rules and/or procedures set forth in this Section shall govern.

- (iii) The arbitration shall be conducted before a single impartial retired member of the JAMS panel of arbitrators (or panel of arbitrators from such other arbitration company as mutually agreed to by the Parties) covering the County in which the County is located (the "**Panel**"). The Parties shall use their good faith efforts to agree upon a mutually acceptable arbitrator within thirty (30) days after delivery of the Arbitration Notice. If the Parties are unable to agree upon a mutually acceptable arbitrator within such time period, then each Party shall select one arbitrator from the Panel, and those arbitrators shall select a single impartial arbitrator from the Panel to serve as arbitrator of the Dispute.
- (iv) The Parties expressly waive any right to any and all discovery in connection with the arbitration; provided, however, that each Party shall have the right to conduct no more than two (2) depositions and submit one set of interrogatories with a maximum of forty (40) questions, including subparts of such questions.
- (v) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator. The substantive internal law (and not the conflict of laws) of the State shall be applied by the arbitrator to the resolution of the Dispute, and the Evidence Code of the State shall apply to all testimony and documents submitted to the arbitrator. The arbitrator shall have no authority to amend or modify the limitation on the discovery rights of the Parties or any of the other rules and/or procedures set forth in this Section. As soon as reasonably practicable, but not later than thirty (30) days after the arbitration hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their respective legal counsel.
- (vi) Any Party may apply to a court of competent jurisdiction for entry and enforcement of judgment based on the arbitration award. The award of the arbitrator shall be final and binding upon the Parties without appeal or review except as permitted by the Arbitration Act of the State.

(vii) The fees and costs of JAMS (or other arbitration company as mutually agreed to by the Parties) and the arbitrator, including any costs and expenses incurred by the arbitrator in connection with the arbitration, shall be borne equally by the Parties, unless otherwise agreed to by the Parties.

(viii) Except as set forth in Section 6.9(b)(vii), each Party shall be responsible for the costs and expenses incurred by such Party in connection with the arbitration, including its own attorneys' fees and costs; provided, however, that the arbitrator shall require one Party to pay the costs and expenses of the prevailing Party, including attorneys' fees and costs and the fees and costs of experts and consultants, incurred in connection with the arbitration if the arbitrator determines that the claims and/or position of a Party were frivolous and without reasonable foundation.

(c) **Waiver of Injunctive or Similar Relief.** The Parties hereby waive the right to seek specific performance or any other form of injunctive or equitable relief or remedy arising out of any Dispute, except that such remedies may be utilized for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Except as expressly provided herein, upon any determination by a court or by an arbitrator that a Party has breached this Agreement or improperly terminated this Agreement, the other Party shall accept monetary damages, if any, as full and complete relief and remedy, to the exclusion of specific performance or any other form of injunctive or equitable relief or remedy.

(d) **Injunctive or Similar Relief.** Notwithstanding anything to the contrary in this Section, the Parties reserve the right to seek specific performance or any other form of injunctive relief or remedy in any state or federal court located within the County in which the County is located for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Contractor hereby consents to the jurisdiction of any such court and to venue therein, waives any and all rights under the Laws of any other state to object to jurisdiction within the State, and consents to the service of process in any such action or proceeding, in addition to any other manner permitted by applicable Law, by compliance with the notices provision of this Agreement. The non-prevailing Party in any such action or proceeding shall pay to the prevailing Party reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs and the fees and costs of experts and consultants. The prevailing Party shall be the Party who is entitled to recover its costs of suit (as determined by the court of competent jurisdiction), whether or not the action or proceeding proceeds to final judgment or award.

(e) **Survival.** This Section shall survive the expiration or termination of this Agreement.

**6.10 Entire Agreement.** This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements,

representations, understandings or discussions between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

**6.11 Exhibits.** The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement, wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

**6.12 Force Majeure.** Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

**6.13 Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of California.

**6.14 Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

**6.15 Litigation Consultation.** Contractor shall ensure that no Practitioner accepts consulting assignments or otherwise contract, agree, or enter into any arrangement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim against County or any Affiliate named, or expected to be named as a defendant. Contractor shall ensure that no Practitioner accepts similar consulting assignments if (a) the defendants or anticipated defendants include a member of the medical staff of County or any Affiliate, and (b) the matter relates to events that occurred at County or any Affiliate; provided, however, the provisions of this Section shall not apply to situations in which Practitioner served as a treating provider.

**6.16 Meaning of Certain Words.** Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Unless otherwise specified: (i) "days" shall be considered "calendar days;" (ii) "months" shall be considered "calendar months;" and (iii) "including" means "including, without limitation" in this Agreement and its exhibits and attachments.

**6.17 No Conflicting Obligations.** Contractor represents and warrants that the execution and delivery of this Agreement and the performance of its obligations hereunder do not and will not: (a) present a conflict of interest or materially interfere with the performance of Contractor's duties under any other agreement or arrangement; or (b) violate, conflict with, or result in a breach

of any provision of, or constitute a default (or an event which, with notice and/or lapse of time, would constitute a default) under, terminate, accelerate the performance required by, or result in a right of termination or acceleration under any of the terms, conditions or provisions of any other agreement, indebtedness, note, bond, indenture, security or pledge agreement, license, franchise, permit, or other instrument or obligation to which Contractor is a party or by which Contractor is bound. Contractor shall immediately inform County of any other agreements to which Contractor is a party that may present a conflict of interest or materially interfere with performance of Contractor or Practitioners' duties under this Agreement.

**6.18 No Third Party Beneficiary Rights.** The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

**6.19 Notices.** All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If to County, addressed to:

MONTEREY COUNTY DEPARTMENT OF HEALTH  
1615 Bunker Hill, Ste. 140  
Salinas, CA 93906  
Attention: Contracts Manager

If to Contractor, addressed to:

Juan Valencia, D.D.S.  
631 Gabilan Drive  
Soledad, CA 93960  
Attention: Juan Valencia, D.D.S.

**6.20 Representations.** Each Party represents with respect to itself that: (a) no representation or promise not expressly contained in this Agreement has been made by any other Party or by any Parties' agents, employees, representatives or attorneys; (b) this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Agreement; and (c) Party has been represented by legal counsel of Party's own choice or has elected not to be represented by legal counsel in this matter.

**6.21 Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

**6.22 Statutes and Regulations.** Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

**6.23 Waiver.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

*[signature page follows]*



The Parties have executed this Agreement on the date first above written, and signify their agreement with duly authorized signatures.

**CONTRACTOR**

JUAN C. VALENCIA DENTAL CORP.  
D/B/A LA PAZ DENTAL CARE

By:   
Juan Valencia, D.D.S.  
Chief Executive Officer

Date: 6-17-2025

**COUNTY**

COUNTY OF MONTEREY ON BEHALF  
OF THE MONTEREY COUNTY HEALTH  
DEPARTMENT

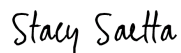
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Prashant Shinde  
Bureau Chief – Clinic Services  
Monterey County Health Department

Date: \_\_\_\_\_

\_\_\_\_\_  
Elsa Mendoza Jimenez  
Director of Health Services  
Monterey County Health Department

Date: \_\_\_\_\_

APPROVED AS TO LEGAL PROVISIONS: \_\_\_\_\_

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Stacy Saetta  
Chief Deputy County Counsel

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Patricia Ruiz

Auditor Controller Analyst I

6/26/2025 | 7:58 AM PDT

The Parties have executed this Agreement on the date first above written, and signify their agreement with duly authorized signatures.

## CONTRACTOR

JUAN C. VALENCIA DENTAL CORP.  
D/B/A LA PAZ DENTAL CARE

By:   
Juan Valencia, D.D.S.  
Chief Executive Officer

Date: 6-17-2025

## COUNTY

COUNTY OF MONTEREY ON BEHALF  
OF THE MONTEREY COUNTY HEALTH  
DEPARTMENT

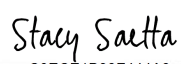
\_\_\_\_\_  
Prashant Shinde  
Bureau Chief – Clinic Services  
Monterey County Health Department

Date: \_\_\_\_\_

\_\_\_\_\_  
Elsa Mendoza Jimenez  
Director of Health Services  
Monterey County Health Department

Date: \_\_\_\_\_

## APPROVED AS TO LEGAL PROVISIONS:

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Stacy Saetta  
Chief Deputy County Counsel

Date: 6/25/2025 | 4:56 PM PDT

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Patricia Ruiz

Auditor Controller Analyst I

6/26/2025 | 7:58 AM PDT

**Exhibit 1.1**

**PROFESSIONAL SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor shall:

1. Treat all patients in accordance within the accepted standard of dental care.
2. Initiate communication with patients' other treating providers if appropriate.
3. Consult with other professionals when doing so is in the best interest of the patients.
4. Promptly complete all dental records.
5. Maintain patient confidentiality.
6. Respond to all reasonable requests for emergency assistance from existing patients.
7. Secure the patient's informed consent for dental care, when appropriate.
8. Be familiar and stay in compliance with all federal and state statutes, as well as all applicable government healthcare program and third-party payor rules and regulations.

**Exhibit 1.2**

**ADDITIONAL SERVICES TO BE PROVIDED BY CONTRACTOR**

At Contractor's sole cost and expense, Contractor shall:

1. participate in utilization review programs, as reasonably requested by County;
2. participate in risk management, quality assurance and peer review programs, as reasonably requested by County;
3. participate in mandatory trainings at the sole cost and expense of Contractor, including but not limited to, initial onboarding and orientation trainings, and trainings related to use of the electronic health record ("EHR");
4. accept third party insured patients and referrals of patients which are made by members of the Clinical Staff, subject only to the limitations of scheduling and Contractor's professional qualifications;
5. assist County management with all preparation for, and conduct of, any inspections and on-site surveys of Clinic conducted by governmental agencies or accrediting organizations,;
6. cooperate with County in all litigation matters affecting Contractor or County, consistent with advice from Contractor's legal counsel;
7. cooperate and comply with County's policies and procedures which are pertinent to patient relations, quality assurance, scheduling, billing, collections and other administrative matters and cooperate with County's efforts to bill and collect fees for services rendered to County's patients. All business transactions related to the Services provided by Contractor, such as enrollment, verification and billings, shall be conducted by and in the name of County; and
8. assist County in developing, implementing and monitoring a program by which quality measures are reportable to County with respect to the Specialty.

**Exhibit 2.1**

**COMPENSATION**

1. **Clinic Services.** For each patient visit for Professional Services rendered to Clinic Patients by Contractor, County shall pay to Contractor a fixed fee equal to the sum of: (i) Sixty-Five Dollars (\$65) per patient visit for those Professional Services rendered to Clinic Patients by Dentist; and (ii) Twenty-Five Dollars (\$25) per patient visit for each Assistant for those Professional Services rendered to Clinic Patients by Assistants, up to a maximum of two (2) Assistants per patient per visit.

The parties anticipate that Contractor shall provide Professional Services to meet a minimum of Forty (40) patient visits per week. Payment is contingent upon Contractor's compliance with the terms and conditions of this Agreement and applicable Laws. Contractor must complete clinical documentation using County's system on all submitted claims prior to reimbursement.

2. **Timing.** Contractor shall submit monthly invoices of the preceding month's services in accordance with this Agreement, including any supporting documentation as applicable to the following:

Electronically to: CS\_Finance@countyofmonterey.gov

Via Mail Courier:

County of Monterey Health Department  
Attn: Clinics Services Accounting  
1441 Schilling Place, South Bldg., 1<sup>st</sup> Floor  
Salinas, CA 93901

The invoices shall set forth the amounts claimed by Contractor for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.