

## **FOURTH AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT**

THIS FOURTH AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT (the “**Amendment**”) is made and entered into as of July 1, 2014, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**NMC**”), and **DANNY TAN DDS** (“**Contractor**”) with respect to the following:

### **RECITALS**

A. Contractor and NMC have entered into that certain Professional Service Agreement dated February 1, 2011, as amended on February 15, 2012; July 1, 2012; and July 1, 2013 (collectively, the “**Agreement**”) pursuant to which Contractor provides comprehensive dental services.

B. NMC and Contractor desire to amend the Agreement to extend the term an additional twelve months to allow for existing services to continue and to add to the amount payable by \$45,000 due to the term extension.

### **AGREEMENT**

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, NMC and Contractor agree as follows:


1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
2. **Amended Section 1. PAYMENTS BY NMC**. Section 1 of the Agreement is hereby deleted and replaced with the following: “NMC shall pay the Contractor in accordance with the payment provisions set forth in Exhibit A, subject to limitations set forth in this Agreement. The total amount payable by NMC to Contractor under this agreement shall not exceed the sum of Two Hundred and Seventy Thousand Dollars (\$255,000) in the aggregate.”
3. **Amended Section 2. TERM OF AGREEMENT**. Section 2 of the Agreement is hereby deleted and replaced with the following: “The term of this Agreement is from February 1, 2011 to June 30, 2015 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no Force or effect until signed by both Contractor and NMC and with NMC signing last and Contractor may no commence work before NMC signs this Agreement.”
4. **Counterparts**. This Amendment 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.
5. **Continuing Effect of Agreement**. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.
6. **Reference**. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

IN WITNESS WHEREOF, NMC and Contractor have executed this Amendment as of the day and year first written above.

**CONTRACTOR**

**DANNY TAN DDS**

Date: 4/28, 2017

By:   
Its \_\_\_\_\_

**NATIVIDAD MEDICAL CENTER**

\_\_\_\_\_  
Purchase Order Number

By: \_\_\_\_\_  
Contracts /Purchasing Manager

Date: \_\_\_\_\_, 20\_\_

By:   
Natividad Medical Center Representative

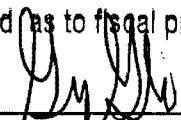
Date: 5/13, 2017

APPROVED AS TO LEGAL FORM:  
CHARLES J. McKEE, County Counsel

  
Stacy Saetta, Deputy County Counsel

Date: 5/16, 2014

Reviewed (as to fiscal provisions

  
Auditor-Controller  
County of Monterey

5/14/14

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), effective June 1, 2014 (“Effective Date”), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (“Covered Entity”) and **Danny Tan DDS** (“Business Associate”) (each a “Party” and collectively the “Parties”).

Business Associate provides certain services for Covered Entity (“Services”) that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity (“PHI”). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the “Privacy Rule”), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the “Security Rule”), under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (“HITECH”). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* (“CMLA”), where applicable. Business Associate acknowledges that the CMLA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMLA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

### 1. DEFINITIONS

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

### 2. PERMITTED USES AND DISCLOSURES OF PHI

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMLA;

(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law , or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

### **3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within five (5) business days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents

agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) upon twenty (20) business days' prior written request, make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within twenty (20) business days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) business days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) business days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon twenty (20) business days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon twenty (20) business days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) notify the Covered Entity within five (5) business days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge; and

(l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within five (5) business days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

#### 4. TERMS AND TERMINATION

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) business days after the breaching Party's receipt of written notice of such breach.

4.3 Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

#### 5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Danny Tan, DDS  
608 E. Borwick Ave. B, Salinas, CA 93906  
Attn: Along  
Tel: (831)449-9776  
Fax: (831)449-9451

If to Covered Entity, to:

Natividad Medical Center  
1441 Constitution Blvd  
Salinas, CA 93906

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Indemnification. The parties agree that Section \_\_ of the Agreement between the Parties shall control in the event of a claim, loss, or material breach of this Agreement by either Party.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

**[BUSINESS ASSOCIATE]**

By: [Signature]  
Print Name: Danny Tan  
Print Title: owner  
Date: 4/28/14

**[COVERED ENTITY]**

By: [Signature]  
Print Name: Henry J. [Signature]  
Print Title: CEO  
Date: 5/13/14





# Monterey County

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.6066

## Board Report

Legistar File Number: A 13-092

June 18, 2013

Introduced: 5/20/2013

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

- a) Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the Third Amendment to the Agreement (A-12234) with Danny Tan DDS to provide dental services to NMC patients, extending the Agreement to June 30, 2014 and adding \$60,000 for a revised total Agreement amount not to exceed \$210,000 in the aggregate; and
- b) Authorize the Purchasing Manager for NMC to execute to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% of the original contract amount, and do not significantly change the scope of work.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a) Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the Third Amendment to the Agreement (A-12234) with Danny Tan DDS to provide dental services to NMC patients, extending the Agreement to June 30, 2014 and adding \$60,000 for a revised total Agreement amount not to exceed \$210,000 in the aggregate; and
- b) Authorize the Purchasing Manager for NMC to execute to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% of the original contract amount, and do not significantly change the scope of work.

### SUMMARY/DISCUSSION:

Danny Tan, DDS has provided dental services at his Salinas office to patients referred by Natividad Medical Center's NIDO (Natividad Immunology Division Outpatient) Clinic since 2008. The NIDO Clinic is a comprehensive primary care clinic that provides services, including referrals for dental services, to people over the age of 13 with HIV/AIDS and other infectious diseases. Such dental services are funded by the Ryan White Modernization Act Parts B & C grants. The Ryan White Modernization Act Early Intervention Services Program is intended to expand counseling, testing and referral services for persons at high risk for HIV infection in order to expand enrollment in culturally and linguistically appropriate HIV/AIDS medical treatment, with particular emphasis on the Latino community. NMC wishes to amend the current Agreement with Dr. Tan to continue to provide dental services to NIDO patients without interruption.

Funding for this Agreement is contingent upon the availability of grant funds. Should such funding be cancelled, this Agreement may be terminated with thirty (30) days notice according to the terms of the Agreement.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Amendment as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Amendment as to fiscal provisions. The Amendment has also been reviewed and approved by Natividad Medical Center's Board of Trustees.

FINANCING:

The total cost for this Agreement is \$210,000; \$21,434 was disbursed in Fiscal Year 2010/2011; \$53,566 was disbursed in Fiscal Year 2011/2012; \$48,000 was disbursed in Fiscal Year 2012/2013 and \$60,000 is included in the Fiscal Year 2013/2014 Recommended Budget. There is no impact to the General Fund.

Prepared by: Jeanne-Ann Balza, Management Analyst, 783.2506

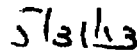
Approved by: Harry Weis, Chief Executive Officer, 783-2553

Attachments: Agreement, First, Second, Third Amendment

Attachments on file with the Clerk to the Board's Office



Harry Weis, CEO



Date



# Monterey County

168 West Allsal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

## Board Order

### Agreement No. A-12234

Upon motion of Supervisor Salinas, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

- a. Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute the Third Amendment to the Agreement (A-12234) with Danny Tan DDS to provide dental services to NMC patients, extending the Agreement to June 30, 2014 and adding \$60,000 for a revised total Agreement amount not to exceed \$210,000 in the aggregate; and
- b. Authorized the Purchasing Manager for NMC to execute to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% of the original contract amount, and do not significantly change the scope of work.


PASSED AND ADOPTED on this 18th day of June 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter  
 NOES: None  
 ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on June 18, 2013.

Dated: June 20, 2013  
File Number: A 13-092

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By   
Deputy

## **THIRD AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT**

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT (the "**Amendment**") is made and entered into as of July 1, 2013, by and between COUNTY OF MONTEREY ("**County**") on behalf of NATIVIDAD MEDICAL CENTER ("**NMC**"), and DANNY TAN DDS ("**Contractor**") with respect to the following:

### **RECITALS**

A. Contractor and NMC have entered into that certain Professional Service Agreement dated February 1, 2011, as amended on February 15, 2012 and July 1, 2012 (collectively, the "**Agreement**") pursuant to which Contractor provides comprehensive dental services.

B. NMC and Contractor desire to amend the Agreement to extend the term an additional twelve months to allow for existing services to continue and to increase the amount of the Agreement due to the term extension.

### **AGREEMENT**

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, NMC and Contractor agree as follows:

1. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
2. **Amended Section 1. PAYMENTS BY NMC.** Section 1 of the Agreement is hereby deleted and replaced with the following: "NMC shall pay the Contractor in accordance with the payment provisions set forth in Exhibit A, subject to limitations set forth in this Agreement. The total amount payable by NMC to Contractor under this agreement shall not exceed the sum of Two Hundred and Ten Thousand Dollars (\$210,000) in the aggregate."
3. **Amended Section 2. TERM OF AGREEMENT.** Section 2 of the Agreement is hereby deleted and replaced with the following: "The term of this Agreement is from February 1, 2011 to June 30, 2014 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no Force or effect until signed by both Contractor and NMC and with NMC signing last and Contractor may not commence work before NMC signs this Agreement."
4. **Counterparts.** This Amendment 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.
5. **Continuing Effect of Agreement.** Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

6. **Reference.** After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

IN WITNESS WHEREOF, NMC and Contractor have executed this Amendment as of the day and year first written above.

**CONTRACTOR**

**DANNY TAN DDS**

Date: 4/25/, 2013

By:   
Its \_\_\_\_\_

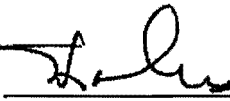
Tax I.D. No. 27-443-8477

**NATIVIDAD MEDICAL CENTER**

\_\_\_\_\_  
Purchase Order Number

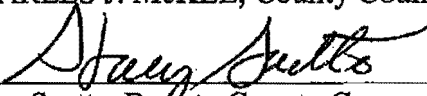
By:   
Contracts /Purchasing Manager

Date: 6-28, 2013

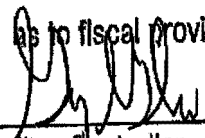
By:   
Natividad Medical Center Representative

Date: 5/3, 2013

APPROVED AS TO LEGAL FORM:  
CHARLES J. McKEE, County Counsel

  
Stacy Saetta, Deputy County Counsel

Date: 5/8, 2013

Reviewed as to fiscal provisions  
  
Auditor-Controller  
County of Monterey 5-8-13

** Natividad MEDICAL CENTER**  
**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES**  
**(NOT TO EXCEED \$100,000)**

This Professional Services Agreement (hereinafter "Agreement") is made by and between Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County of Monterey, which is a political subdivision of the State of California and **Danny Tan DDS** hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**SERVICES TO BE PROVIDED.** NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of the Agreement. The services are generally described as follows: **provide comprehensive dental services.**

1. **PAYMENTS BY NMC.** NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of **\$55,000**.
2. **TERM OF AGREEMENT.** The term of this Agreement is from **February 1, 2011 to June 30, 2012** unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.
3. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A: Scope of Services/Payment Provisions**

**Exhibit B: Fee Schedule**

**Exhibit C: Insurance Justification**

**4. PERFORMANCE STANDARDS.**

- 4.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.
- 4.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

4.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 5. PAYMENT CONDITIONS.

5.1. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC 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.

5.2. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

## 6. TERMINATION.

6.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

6.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

7. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless. NMC and the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agent, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by NMC. It is the intent of the parties to this Agreement to provide the broadest possible coverage for NMC. The CONTRACTOR shall reimburse NMC for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless NMC and the County under this Agreement.

## 8. INSURANCE.

### 8.1. Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements

executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

Executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

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

8.3. Insurance Coverage Requirements: Without limiting Contractor's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

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 \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

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 \$500,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, If CONTRACTOR employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).



#### 8.4. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. 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 years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR 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 NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, 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 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 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 NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five 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 NMC, at its sole discretion, to terminate the Agreement immediately.

#### 9. **RECORDS AND CONFIDENTIALITY.**

9.1. Confidentiality, CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such

confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.

- 9.2. NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
  - 9.3. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
  - 9.4. Access to and Audit of Records. NMC 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 \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
  - 9.5. Royalties and Inventions. NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.
- 10. NON-DISCRIMINATION.** During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
- 11. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will 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. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.
- 12. INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled

by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for an obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

**13. NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

FOR NATIVIDAD MEDICAL CENTER:	FOR CONTRACTOR:
Contracts/Purchasing Manager	Danny Tan DDS
Name	Name and Title
1441 Constitution Blvd. Salinas, CA. 93906	324 Bush Street, Salinas, CA 93907
Address	Address
831.755.4111	831.449.9776
Phone	Phone

**14. MISCELLANEOUS PROVISIONS.**

- 14.1. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 14.2. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 14.3. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 14.4. Contractor. The term "Contractor" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
- 14.5. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 14.6. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of

NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 14.7. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 14.8. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 14.9. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 14.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement
- 14.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 14.12. Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 14.13. Construction of Agreement. NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 14.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 14.15. Integration. This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 14.16. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
- 14.17. Master List. The Parties acknowledge and agree that this Agreement, together with any other contracts between Hospital and Contractor, will be included on the master list of physician contracts maintained by Hospital.

**NATIVIDAD MEDICAL CENTER**

By: [Signature]  
NMC Contracts/Purchasing Agent

Date: 2/14/11

By: [Signature]  
NMC CEO

Date: 2/4/11

By: [Signature]  
Stacy Saetta  
Deputy County Counsel

Date: 2/8/11

Approved as to Fiscal Provisions  
By: [Signature]  
Auditor/Controller

Date: 2-8-11

**CONTRACTOR**

[Signature] DANNY TAN, DR  
Contractor's Business Name\*\*\*

[Signature]  
Signature of Chair, President, or Vice-President

owner  
Name and Title

Date: 2/13/11

By: \_\_\_\_\_  
(Signature of Secretary, Ass. Secretary, CFO, Treasurer or Asst. Treasurers)

\_\_\_\_\_  
Name and Title

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

\*\*\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

Exhibit A

**SCOPE OF SERVICES/PAYMENT PROVISIONS**  
**February 1, 2011 – June 30, 2012**

**Danny Tan DDS**

---

**I. CONTACT INFORMATION**

Contractor Name:	Danny Tan DDS
Mailing Address:	608 E. Boronda Rd Suite B Salinas, CA 93906
Contact Person:	<b>Serena Sy-Lazzaroni, Manager</b> NIDO Clinic Natividad Medical Center 1441 Constitution Blvd, Bldg 760 Salinas, CA 93906 Phone: (831) 755-4148 Fax (831) 796-2831 <a href="mailto:sys@natividad.com">sys@natividad.com</a>
Dental referral and authorizations Contact:	Esther Benitez NIDO Clinic 1441 Constitution Blvd, Bldg 760 Salinas, CA 93906 Phone (831) 796-1776 Fax (831) 796-2831 <a href="mailto:beniteze@natividad.com">beniteze@natividad.com</a>
Contract/Management Analyst	Jeanne-Ann Balza Medical Staff Office Natividad Medical Center 1441 Constitution Blvd Salinas, CA 93906 (831) 755-4194 <a href="mailto:balzaj@natividad.com">balzaj@natividad.com</a>

**II. PROGRAM DESCRIPTION OF RYAN WHITE MODERNIZATION ACT**  
**PARTS B and C –EARLY INTERVENTION SERVICES**

The Ryan White Modernization Act Early Intervention Services Program is intended to expand counseling, testing and referral services for persons at high risk for HIV infection in order to expand enrollment in culturally and linguistically appropriate HIV/AIDS medical treatment, with particular emphasis on the Latino community. EIS support will also enhance staff expertise, transportation assistance, mental health services, dental services, substance abuse treatment options, adherence counseling, and nutrition counseling. In addition, the project will

## Exhibit A

stabilize the continuum of care to patients with HIV by providing high quality comprehensive primary care and implementing an HIV Clinic-specific Continuous Quality Improvement program.

### III. SCOPE OF WORK

**Responsibilities of NMC:** NMC shall provide the CONTRACTOR with the following:

- All client information required to perform services
- Referrals for Dental services as appropriate and necessary
- Pre-authorizations for patients who qualify for dental services
- Updates and trainings as related to the care and management of HIV/AIDS (based on grant funding availability)
- Schedule of meetings for case conferences and team meetings

**Responsibilities of the CONTRACTOR:** The CONTRACTOR shall provide to NMC'S CMP/MCWP programs, services as determined by the NMC's Case managers or designee. The CONTRACTOR shall do the following:

- Provide quality, respectful dental services including but not limited to: dental screenings, x-rays, and treatments.
- Upon receiving referral, CONTRACTOR will contact the case manager or designee at NIDO Clinic within 24 hours (1 business day) to acknowledge receipt of the referral.
- Upon confirmation of referral, CONTRACTOR will contact client to schedule an appointment.
- Make every attempt to provide contracted services in a linguistically and culturally appropriate manner.
- Must use all forms of insurance and non-patient resources for dental services prior to requesting funds from NMC. Must provide proof that due diligence occurred prior to requesting funds.
- Provide NMC with a pre-authorization request with a description of services required, listed by urgency.
- Submit final invoice with NMC's financial portion clearly outlined, as well as a clear listing of dental services provided with dates.
- Notify NMC case manager or designee within 48 hours if unable to locate the patient for an appointment.
- Produce written case records or service summaries of the visit as requested by NMC.
- Keep accurate records and invoices for program audits, inspections, and billing requirements and provide these records and invoices to NMC upon request.
- Participate in CQM (Continuous Quality Management) efforts as requested by NMC for continuous quality improvement.
- Notify case manager or designee of any additional patient needs such as medical, food, DME (durable medical equipment), transportation, or any specific need for daily living.
- Continually obtain updates and information relating to HIV/AIDS to maintain the most up-to-date information on programs, treatments, and strategies

**Exhibit A**

**IV. CONTRACTOR REQUIREMENTS and STANDARDS**

- CONTRACTOR must hold a valid license issued from the State of California and any required business and professional licenses, board certifications and certificates as appropriate for services provided.
- CONTRACTOR must possess the expertise, staff and facilities to deliver the required services.
- The CONTRACTOR, its officers and employees possess all licenses required by law in performing such services.

**V. SUSPECTED ABUSE REPORTING:**

All officers, employees and volunteers of CONTRACTOR agree to report to NMC any suspected incidents of abuse as required by law.

**VI. PAYMENT PROVISIONS:**

NMC shall pay CONTRACTOR in accordance with Section 5, PAYMENT CONDITIONS. Fees shall be based on CONTRACTOR Fee Schedule, "Exhibit B" attached hereto. CONTRACTOR shall submit a claim for authorized services provided during the previous month no later than the 10<sup>th</sup> day of each month. The claim shall be submitted to:

NIDO Clinic  
Natividad Medical Center  
Attention: Serena Sy-Lazzaroni  
1441 Constitution Blvd Bldg 760  
Salinas, CA 93906  
Phone: (831) 755-4148  
Fax: (831) 796-2831

Claims shall be submitted on CONTRACTOR's invoice form and must reference:

- Clients full name
- The specific service that was provided : list of dental services
- Dates of service
- The fee for service rate minus 10% discount.

**VII. FISCAL PROVISIONS**

Dental services are funded by the Ryan White Modernization Act Parts B & C grants. Continued funding for this contract is contingent upon the availability of grant funds. Should such funding be revoked or terminated, this contract may be reduced or terminated with little to no advanced notice.



# EXHIBIT B

Danny Tan, DDS

DATE 1/24/2011

## ACTIVE SERVICE CODES MASTER

Service Code	ADA Code	Display Abbr	Description	Service Type	Standard Fee	Time Units	Generate Recall	Status
00000	00130	00000	Special #1 Exam	Adjunctive General Services	\$1.00	0	No	Active
00120	00120	PEXAM	Periodic oral eval	Diagnostic	\$34.00	0	No	Active
00130	00130	D0130	Emergency Oral Exam	Diagnostic	\$30.00	0	No	Active
00140	00140	LEXAM	Limited Oral Evaluat	Diagnostic	\$30.00	0	No	Active
00146	00146	D0146	ORAL EVAL PT UNDER 3/PRIM CAREGIVER	Diagnostic	\$0.00	1	No	Active
00160	00160	CEXAM	Comprehensive oral	Diagnostic	\$45.00	0	No	Active
00170	00170		Re-evaluation	Diagnostic	\$0.00	0	No	Active
00180	00180	D0180	COMPREHENSIVE PERIODONTAL EVALUATION	Diagnostic	\$25.00	1	No	Active
00210	00210	FMX	Full-mouth Xrays	Diagnostic	\$105.00	0	No	Active
00220	00220	PAX	Single Film	Diagnostic	\$29.00	0	No	Active
00230	00230	PAX	Additional Film(s)	Diagnostic	\$17.00	0	No	Active
00240	00240	OCCX	Occlusal Film	Diagnostic	\$28.00	0	No	Active
00260	00260	EOXRA	Extraoral Xray	Diagnostic	\$7.00	0	No	Active
00260	00260	00260	Add'l Extraoral Xray	Diagnostic	\$12.00	0	No	Active
00270	00270	BWX 1	1 Bitewing Xray	Diagnostic	\$29.00	0	No	Active
00272	00272	BWX 2	2 Bite-wing Xrays	Diagnostic	\$51.00	0	No	Active
00273	00273	00273	3 Bitewing Xrays	Diagnostic	\$58.00	0	No	Active
00274	00274	BWX 4	4 Bite-wing Xrays	Diagnostic	\$71.00	0	No	Active
00460	00460	PTE9T	Pulp Vitality Tests	Diagnostic	\$0.00	0	No	Active
00470	00470	OAST	Study Models	Diagnostic	\$80.00	0	No	Active
D1110	D1110	PRO A	Prophy Adult	Preventive	\$85.00	4	No	Active
D1120	D1120	PRO C	Prophy Child	Preventive	\$74.00	0	No	Active
D1203	D1203	FL2 C	Fluoride Child	Preventive	\$14.00	0	No	Active
D1204	D1204	FL2 A	Fluoride - Adult	Preventive	\$14.00	0	No	Active
D1206	D1206	D1206	TOP FLUOR VARNISH; APPL MOD/HIGH RISK	Preventive	\$13.00	1	No	Active
D1330	D1330	OHI	Oral Hygiene Instruction	Preventive	\$50.00	0	No	Active
D1361	D1361	SEAL	Sealant-per Tooth	Preventive	\$45.00	0	No	Active
D1610	D1610	SPACE	Space Maintainer	Preventive	\$227.00	0	No	Active
D1615	D1615	SPACE	Space Maintainer	Preventive	\$260.00	0	No	Active
D1620	D1620	SPACE	Space Maintainer	Preventive	\$200.00	0	No	Active
D1625	D1625	SPACE	Space Maintainer	Preventive	\$210.00	0	No	Active
D1650	D1650	RECEM	Recement Space Maint	Preventive	\$20.00	0	No	Active
D1655	D1655	D1655	REMOVAL OF FIXED SPACE MAINTAINER	Preventive	\$35.00	1	No	Active
D2140	D2140	AMAL	FILLING 1 Surf Amalgam	Restorative	\$114.00	0	No	Active
D2150	D2150	AMAL	FILLING 2 Surf Amalgam	Restorative	\$150.00	0	No	Active
D2160	D2160	AMAL	FILLING 3 Surf Amalgam	Restorative	\$175.00	0	No	Active
D2161	D2161	AMAL	FILLING 4+ Surf Amalgam	Restorative	\$220.00	0	No	Active
D2330	D2330	COM A	FILLING 1 surf Composite Anterior	Restorative	\$125.00	0	No	Active
D2331	D2331	COM A	FILLING 2 surf Composite Anterior	Restorative	\$142.00	0	No	Active
D2332	D2332	COM A	FILLING 3 surf Composite Anterior	Restorative	\$183.00	0	No	Active
D2335	D2335	COM A	Anterior/Incisal Composite	Restorative	\$300.00	0	No	Active
D2360	D2360	D2360	RESIN-BASED COMPOSITE CROWN, ANTERIOR	Restorative	\$275.00	1	No	Active
D2391	D2391	COM P	FILLING 1 surf Composite Posterior	Restorative	\$148.00	0	No	Active
D2392	D2392	COM P	FILLING 2 surf Composite Posterior	Restorative	\$227.00	0	No	Active
D2393	D2393	COM P	FILLING 3 surf Composite Posterior	Restorative	\$250.00	0	No	Active
D2394	D2394	D2394	FILLING 4+ surf Composite Posterior	Restorative	\$300.00	1	No	Active
D2510	D2510	INLAY	1 Sur Gold Inlay	Restorative	\$351.00	0	No	Active
D2520	D2520	INLAY	2 Sur Gold Inlay	Restorative	\$400.00	0	No	Active
D2530	D2530	INLAY	3 Sur Gold Inlay	Restorative	\$425.00	0	No	Active
D2540	D2540	D2540	Onlay	Restorative	\$545.00	0	No	Active
D2542	D2542	D2542	ONLAY - METALLIC - TWO SURFACES	Restorative	\$425.00	1	No	Active
D2510	D2510	INLAY	1 Sur Porcelain Inlay	Restorative	\$0.00	0	No	Active
D2520	D2520	INLAY	2 Sur Porcelain Inlay	Restorative	\$0.00	0	No	Active
D2530	D2530	INLAY	3 Sur Porcelain Inlay	Restorative	\$0.00	0	No	Active
D2550	D2550	INLAY	1 Sur Composite Inlay	Restorative	\$550.00	0	No	Active
D2551	00551	INLAY	2 Sur Composite Inlay	Restorative	\$550.00	0	No	Active

ACTIVE SERVICE CODES MASTER

Service Code	ADA Code	Display Abbr	Description	Service Type	Standard Fee	Time Units	Generate Recall	Status
D2662	D2662	INLAY	3 Sur Composite Inlay	Restorative	\$675.00	0	No	Active
D2710	D2710	RESOR	Resin Crown	Restorative	\$397.00	0	No	Active
D2712	D2712	D2712	CROWN-3/4 RESIN COMPOSITE (INDIRECT)	Restorative	\$397.00	1	No	Active
D2740	D2740	FFC	Porcelain Crown	Restorative	\$700.00	0	No	Active
D2760	D2760	PFM	Crown Porcelain fused to Gold	Restorative	\$700.00	0	No	Active
D2761	D2761	PFM	CROWN Porcelain fused to base metal	Restorative	\$738.00	0	No	Active
D2762	D2762	PFM	CROWN Porcelain fused to noble metal	Restorative	\$750.00	0	No	Active
D2780	D2780	D2780	CROWN - 3/4 CAST HIGH NOBLE METAL	Restorative	\$681.00	1	No	Active
D2781	D2781	D2781	CROWN - 3/4 CAST PRED. BASE METAL	Restorative	\$681.00	1	No	Active
D2782	D2782	D2782	CROWN - 3/4 CAST NOBLE METAL	Restorative	\$661.00	1	No	Active
D2783	D2783	D2783	CROWN - 3/4 PORCELAIN/CERAMIC	Restorative	\$0.00	1	No	Active
D2790	D2790	FGC	Full Gold Crown	Restorative	\$700.00	0	No	Active
D2791	D2791	FGC	Metal Crown	Restorative	\$695.00	0	No	Active
D2792	D2792	FGC	Cast Noble Metal Crown	Restorative	\$780.00	0	No	Active
D2794	D2794	D2794	CROWN-TITANIUM	Restorative	\$793.00	1	No	Active
D2799	D2799	D2799	PROVISIONAL CROWN	Restorative	\$0.00	1	No	Active
D2810	D2810	D2810	3/4 Gold Crown	Restorative	\$695.00	0	No	Active
D2810	D2810	RECEM	Receament Inlay	Restorative	\$80.00	0	No	Active
D2915	D2915	D2915	RECEMENT CAST OR PREFAB POST AND CORE	Restorative	\$80.00	1	No	Active
D2920	D2920	RECEM	Receament Crown	Restorative	\$80.00	0	No	Active
D2930	D2930	SSC	Stainless Steel Crown-prim	Restorative	\$170.00	0	No	Active
D2931	D2931	SSC	Stainless Steel Crown-perm	Restorative	\$263.00	0	No	Active
D2932	D2932	RESOR	Prefabricated Resin Crown	Restorative	\$225.00	0	No	Active
D2933	D2933	SSC	Prefab SS Crown with	Restorative	\$225.00	0	No	Active
D2934	D2934	D2934	PREFAB ESTH STAINLESS STEEL CROWN-PRIMA	Restorative	\$227.00	1	No	Active
D2940	D2940	IRM	Sedative Filing	Restorative	\$0.00	0	No	Active
D2980	D2980	BLDUP	Crown Build-up	Restorative	\$170.00	0	No	Active
D2981	D2981	PIN	Pin Retention	Restorative	\$48.00	0	No	Active
D2982	D2982	P & C	Cast Post & Core	Restorative	\$283.00	0	No	Active
D2953	D2953	D2953	EACH ADD'L IND FAB POST - SAME TOOTH	Restorative	\$0.00	1	No	Active
D2954	D2954	P & C	Prefabricated Post & Core	Restorative	\$291.00	0	No	Active
D2957	D2957	D2957	EACH ADDITIONAL PREFAB. POST-SAME TOOTH	Restorative	\$0.00	1	No	Active
D2960	D2960	VENER	Labial Veneer-cha/rside	Restorative	\$283.00	0	No	Active
D2961	D2961	VENER	Labial Veneer-laboratory	Restorative	\$340.00	0	No	Active
D2962	D2962	VENER	Porcelain Veneer-lab	Restorative	\$780.00	0	No	Active
D2970	D2970	TMPCR	Temporary Crown	Restorative	\$0.00	0	No	Active
D2971	D2971	D2971	ADD PROCEDURE FOR NEW CROWN-EXIST DENT	Restorative	\$0.00	1	No	Active
D2976	D2976	D2976	OOPING	Restorative	\$0.00	1	No	Active
D2980	D2980	D2980	Crown Repair	Restorative	\$0.00	0	No	Active
D3110	D3110	PCAP	Direct Pulp Cap	Endodontics	\$68.00	0	No	Active
D3120	D3120	PCAP	Indirect Pulp Cap	Endodontics	\$88.00	0	No	Active
D3220	D3220	PULPO	Therapeutic Pulpotomy	Endodontics	\$119.00	0	No	Active
D3221	D3221	D3221	GROSS PULPAL DEBRIDEMENT, PRIM. & PERM.	Endodontics	\$102.00	1	No	Active
D3310	D3310	RCT	Root Canal - Anterior	Endodontics	\$910.00	0	No	Active
D3320	D3320	RCT	Root Canal - Bicuspid	Endodontics	\$688.00	0	No	Active
D3330	D3330	RCT	Root Canal - Molar	Endodontics	\$780.00	0	No	Active
D3331	D3331	D3331	TREAT. OF ROOT CANAL OBST. NON-SURG ACC.	Endodontics	\$0.00	1	No	Active
D3332	D3332	D3332	INCOMPLETE ENDO. THERAPY; INOP/FRACT TTH	Endodontics	\$0.00	1	No	Active
D3333	D3333	D3333	INTERNAL ROOT REPAIR OF PERF. DEFECTS	Endodontics	\$68.00	1	No	Active
D3350	D3350	D3350	Apexification	Endodontics	\$20.00	0	No	Active
D3410	D3410	APICO	Apicoectomy - Anterior	Endodontics	\$400.00	0	No	Active
D3421	D3421	APICO	Apicoectomy-bicuspid	Endodontics	\$227.00	0	No	Active
D3426	D3426	APICO	Apicoectomy-molar	Endodontics	\$340.00	0	No	Active
D3480	D3480	RTAMP	Root Amputation	Endodontics	\$283.00	0	No	Active
D3480	D3480	ENIMP	Endo Endosseous Implant	Endodontics	\$225.00	0	No	Active
D3920	D3920	US920	Hemisection	Endodontics	\$227.00	0	No	Active

ACTIVE SERVICE CODES MASTER

Service Code	ADA Code	Display Code	Description	Service Type	Standard Fee	Time Units	Generate Recall	Status
D4210	D4210	GINGI	Gingivectomy Per Quad	Periodontics	\$360.00	0	No	Active
D4211	D4211	GINGI	Gingivectomy Per Tooth	Periodontics	\$217.00	0	No	Active
D4220	D4220	D4220	Gingival Curettage	Periodontics	\$248.00	0	No	Active
D4230	D4230	D4230	ANATOMICAL CROWN EXP - 4+ TEETH/QUAD	Periodontics	\$0.00	1	No	Active
D4231	D4231	D4231	ANATOMICAL CROWN EXP - 1-3 TEETH/QUAD	Periodontics	\$0.00	1	No	Active
D4240	D4240	GFLAP	Gingival Flap Procedure	Periodontics	\$552.00	0	No	Active
D4241	D4241	D4241	GING FLAP PROC INC ROOT PL 1-3 TTH/QUAD	Periodontics	\$392.00	1	No	Active
D4245	D4245	D4245	APICALLY POSITIONED FLAP	Periodontics	\$340.00	1	No	Active
D4249	D4249	LNQTH	Crown Lengthening	Periodontics	\$0.00	0	No	Active
D4250	D4250	D4250	Mucogingival Surgery/quad	Periodontics	\$508.00	0	No	Active
D4260	D4260	OSBBO	Ossseous Surgery Per Quad	Periodontics	\$550.00	0	No	Active
D4261	D4261	D4261	OSB SURG-INC FLAP ENTRY/CLOS 1-3TTH/QUAD	Periodontics	\$400.00	1	No	Active
D4265	D4265	D4265	BIO MAT-AID SOFT/OSSSEOUS TISSUE REGEN	Periodontics	\$0.00	1	No	Active
D4268	D4268	D4268	SURGICAL REVISION PROCEDURE, PER TOOTH	Periodontics	\$0.00	1	No	Active
D4271	D4271	FREEG	Free Soft Tissue Graft Proc	Periodontics	\$400.00	0	No	Active
D4274	D4274	WEDGE	Distal wedge	Periodontics	\$200.00	0	No	Active
D4275	D4275	D4275	SOFT TISSUE ALLOGRAFT	Periodontics	\$0.00	1	No	Active
D4276	D4276	D4276	COMB CONNECTIVE TISSUE/DOUBLE PED GRAFT	Periodontics	\$0.00	1	No	Active
D4320	D4320	SPLNT	Provisional Splinting	Periodontics	\$0.00	0	No	Active
D4341	D4341	SRP	Root Planing Per Quad	Periodontics	\$178.00	0	No	Active
D4355	D4355	FMD	Full Mouth Debridement	Periodontics	\$85.00	0	No	Active
D4381	D4381	CHEMO	Chemotherapeutic Agent	Periodontics	\$0.00	0	No	Active
D4910	D4910	PERIO	Periodontal Prophy	Periodontics	\$87.00	0	No	Active
D8110	D8110	DENTR	Full Upper Denture	Prosthodontics, Removable	\$1,000.00	0	No	Active
D8120	D8120	DENTR	Full Lower Denture	Prosthodontics, Removable	\$1,000.00	0	No	Active
D8130	D8130	IDENT	Upper Immediate Denture	Prosthodontics, Removable	\$1,000.00	0	No	Active
D8140	D8140	IDENT	Lower Immediate Denture	Prosthodontics, Removable	\$1,000.00	0	No	Active
D8211	D8211	RPD	Upper Acrylic Partial	Prosthodontics, Removable	\$800.00	0	No	Active
D8212	D8212	RPD	Lower Acrylic Partial	Prosthodontics, Removable	\$900.00	0	No	Active
D8213	D8213	RPD	Upper Metal Partial	Prosthodontics, Removable	\$1,500.00	0	No	Active
D8214	D8214	RPD	Lower Metal Partial	Prosthodontics, Removable	\$1,380.00	0	No	Active
D8225	D8225	D8225	MAXILLARY PARTIAL DENTURE - FLEX. BASE	Prosthodontics, Removable	\$800.00	1	No	Active
D8228	D8228	D8228	MANDIBULAR PARTIAL DENTURE - FLEX. BASE	Prosthodontics, Removable	\$800.00	1	No	Active
D8281	D8281	D8281	Removable Partial Denture	Prosthodontics, Removable	\$138.00	0	No	Active
D8410	D8410	ADJOU	Adjust Upper Denture	Prosthodontics, Removable	\$90.00	0	No	Active
D8411	D8411	ADJOL	Adjust Lower Denture	Prosthodontics, Removable	\$90.00	0	No	Active
D8421	D8421	ADJPU	Adjust Upper Partial	Prosthodontics, Removable	\$90.00	0	No	Active
D8422	D8422	ADJLP	Adjust Lower Partial	Prosthodontics, Removable	\$90.00	0	No	Active
D8610	D8610	REPAR	Repair Full Denture Base	Prosthodontics, Removable	\$150.00	0	No	Active
D8620	D8620	REPLC	Replace Teeth To Denture	Prosthodontics, Removable	\$134.00	0	No	Active
D8610	D8610	REPAR	Repair Resin Saddle Or Base	Prosthodontics, Removable	\$168.00	0	No	Active
D8620	D8620	REPAR	Repair Cast Framework	Prosthodontics, Removable	\$0.00	0	No	Active
D8630	D8630	REPAR	Repair Or Replace Clasp	Prosthodontics, Removable	\$178.00	0	No	Active
D8640	D8640	REPLC	Replace Broken Teeth	Prosthodontics, Removable	\$194.00	0	No	Active
D8650	D8650	ADDTH	Add Tooth To Partial	Prosthodontics, Removable	\$130.00	0	No	Active
D8660	D8660	GLASP	Add Clasp To Partial	Prosthodontics, Removable	\$200.00	0	No	Active
D8670	D8670	D8670	REPLACE ALL TTH/ACRY CAST MET FRAME(MAX)	Prosthodontics, Removable	\$0.00	1	No	Active
D8671	D8671	D8671	REPLACE ALL TTH/ACRY CAST MET FRAME(MAN)	Prosthodontics, Removable	\$0.00	1	No	Active
D8710	D8710	REBAS	Rebase Complete Upper Dent.	Prosthodontics, Removable	\$135.00	0	No	Active
D8711	D8711	REBAS	Rebase Complete Lower Dent.	Prosthodontics, Removable	\$135.00	0	No	Active
D8720	D8720	REBAS	Rebase Upper Partial Denture	Prosthodontics, Removable	\$138.00	0	No	Active
D8721	D8721	REBAS	Rebase Lower Partial Denture	Prosthodontics, Removable	\$138.00	0	No	Active
D8730	D8730	RELIN	Office Rollins Upper Denture	Prosthodontics, Removable	\$180.00	0	No	Active
D8731	D8731	RELIN	Office Rollins Lower Denture	Prosthodontics, Removable	\$180.00	0	No	Active
D8740	D8740	RELIN	Office Rollins Upper Partial	Prosthodontics, Removable	\$180.00	0	No	Active
D8741	D8741	RELIN	Office Rollins Lower Partial	Prosthodontics, Removable	\$180.00	0	No	Active

**ACTIVE SERVICE CODES MASTER**

Service Code	ADA Code	Display Abbr	Description	Service Type	Standard Fee	Time Units	Generate Recall	Status
D6750	D6750	RELIN	Lab Refine Upper Denture	Prosthodontics, Removable	\$280.00	0	No	Active
D6751	D6751	RELIN	Lab Refine Lower Denture	Prosthodontics, Removable	\$280.00	0	No	Active
D6760	D6760	RELIN	Lab Refine Upper Partial	Prosthodontics, Removable	\$280.00	0	No	Active
D6761	D6761	RELIN	Lab Refine Lower Partial	Prosthodontics, Removable	\$280.00	0	No	Active
D6820	D6820	FLIPR	Upper Stayplate	Prosthodontics, Removable	\$453.00	0	No	Active
D6821	D6821	FLIPR	Lower Stayplate	Prosthodontics, Removable	\$453.00	0	No	Active
D6850	D6850	TISSU	Tissue Conditioning-upper	Prosthodontics, Removable	\$120.00	0	No	Active
D6851	D6851	TISSU	Tissue Conditioning-lower	Prosthodontics, Removable	\$120.00	0	No	Active
D6867	D6867	D6867	REPLACEMENT OF REP PART OF SEMI-PREC OR	Prosthodontics, Removable	\$0.00	1	No	Active
D6876	D6876	D6876	MODIFICATION OF REMOVABLE PROSTHESES	Prosthodontics, Removable	\$0.00	1	No	Active
D6012	D6012	D6012	SURG PLACE OF INT IMPL: ENDOSTEAL IMPL	Implant Services	\$0.00	1	No	Active
D6053	D6053	D6053	IMPLANT/ABUT SUPP REM DENT-COMP EDENT AF	Implant Services	\$0.00	1	No	Active
D6054	D6054	D6054	IMPLANT/ABUT SUPP REM DENT-PART EDENT AR	Implant Services	\$0.00	1	No	Active
D6055	D6055	D6055	Implant Connecting Bar	Implant Services	\$548.00	0	No	Active
D6056	D6056	D6056	PREFABRICATED ABUTMENT-INCL. PLACEMENT	Implant Services	\$0.00	1	No	Active
D6057	D6057	D6057	Implant Abutment	Implant Services	\$1,000.00	0	No	Active
D6058	D6058	IMPLT	Implant Crown	Implant Services	\$500.00	0	No	Active
D6059	D6059	D6059	ABUT. SUPP. PORC. FUSED TO METAL CRN HNM	Implant Services	\$0.00	1	No	Active
D6060	D6060	D6060	ABUT. SUPP. PORC. FUSED TO METAL CRN PBM	Implant Services	\$0.00	1	No	Active
D6061	D6061	D6061	ABUT. SUPP. PORC. FUSED TO METAL CRN NM	Implant Services	\$0.00	1	No	Active
D6062	D6062	D6062	ABUT. SUPP. CAST METAL CROWN (HNM)	Implant Services	\$0.00	1	No	Active
D6063	D6063	D6063	ABUT. SUPP. CAST METAL CROWN (PBM)	Implant Services	\$0.00	1	No	Active
D6064	D6064	D6064	ABUT. SUPP. CAST METAL CROWN (NM)	Implant Services	\$0.00	1	No	Active
D6065	D6065	D6065	IMPLANT SUPP. PORC./CERAMIC CROWN	Implant Services	\$0.00	1	No	Active
D6066	D6066	D6066	IMPL SUPP PORC FUSED TO METAL(T,TA,HNM)	Implant Services	\$0.00	1	No	Active
D6067	D6067	D6067	IMPLANT SUPPORT. METAL CROWN (T,TA, HNM)	Implant Services	\$0.00	1	No	Active
D6068	D6068	D6068	ABUT. SUPP. RETAINER FOR PORC/CERAM FPD	Implant Services	\$0.00	1	No	Active
D6069	D6069	D6069	ABUT. SUPP. RET. FOR PORC. FUSED MET FPD	Implant Services	\$0.00	1	No	Active
D6070	D6070	D6070	ABUT SUPP RET FOR PORC FUSED MET FPD PBM	Implant Services	\$0.00	1	No	Active
D6071	D6071	D6071	ABUT SUPP RET FOR PORC FUSED MET FPD HNM	Implant Services	\$0.00	1	No	Active
D6072	D6072	D6072	ABUT SUPP RET FOR CAST METAL FPD (HNM)	Implant Services	\$0.00	1	No	Active
D6073	D6073	D6073	ABUT SUPP RET FOR CAST METAL FPD (PBM)	Implant Services	\$0.00	1	No	Active
D6074	D6074	D6074	ABUT SUPP RET FOR CAST METAL FPD (NM)	Implant Services	\$0.00	1	No	Active
D6075	D6075	D6075	IMPLANT SUPPORTED RETAINER FOR CERAM FP	Implant Services	\$0.00	1	No	Active
D6076	D6076	D6076	IMP SUPP RET - PORC FUSED FPD(T,TA,HNM)	Implant Services	\$0.00	1	No	Active
D6077	D6077	D6077	IMP SUPP RET - CAST METAL FPD(T,TA,HNM)	Implant Services	\$0.00	1	No	Active
D6078	D6078	D6078	IMPIABUT SUPP FIXED DENT-COMP EDENT AROH	Implant Services	\$0.00	1	No	Active
D6079	D6079	D6079	IMPIABUT SUPP FIXED DENT-PART EDENT AROH	Implant Services	\$0.00	1	No	Active
D6081	D6081	D6081	REPLACE OF SEMI/PREC ATTACH OF IMPL PER	Implant Services	\$0.00	1	No	Active
D6082	D6082	D6082	RECEMENT IMPL/ABUTMENT SUPPORTED CROWN	Implant Services	\$0.00	1	No	Active
D6083	D6083	D6083	RECEMENT IMPL/ABUT SUPP FIXED PART DENT	Implant Services	\$0.00	1	No	Active
D6084	D6084	D6084	ABUTMENT SUPPORTED CROWN-(TITANIUM)	Implant Services	\$0.00	1	No	Active
D6190	D6190	D6190	RADIO/SURGICAL IMPLANT INDEX,BY REPORT	Implant Services	\$0.00	1	No	Active
D6194	D6194	D6194	ABUT SUPP RET CROWN FOR FPD(TITANIUM)	Implant Services	\$0.00	1	No	Active
D6205	D6205	D6205	PONTIC-INDIRECT RESIN BASED COMPOSITE	Implant Services	\$0.00	1	No	Active
D6210	D6210	BRG P	Full Gold Pontic	Prosthodontics, Fixed	\$780.00	0	No	Active
D6211	D6211	BRG P	Metal Pontic	Prosthodontics, Fixed	\$366.00	0	No	Active
D6212	D6212	BRG P	Cermet Noble Metal Pontic	Prosthodontics, Fixed	\$780.00	0	No	Active
D6214	D6214	D6214	PONTIC-TITANIUM	Prosthodontics, Fixed	\$780.00	1	No	Active
D6240	D6240	PONTC	Porcelain Gold Pontic	Prosthodontics, Fixed	\$780.00	0	No	Active
D6241	D6241	BRG P	Porcelain Metal Pontic	Prosthodontics, Fixed	\$700.00	0	No	Active
D6242	D6242	BRG P	Porcelain Noble Metal Pontic	Prosthodontics, Fixed	\$780.00	0	No	Active
D6245	D6245	D6245	PONTIC - PORCELAIN/CERAMIC	Prosthodontics, Fixed	\$0.00	1	No	Active
D6253	D6253	D6253	PROVISIONAL PONTIC	Prosthodontics, Fixed	\$0.00	1	No	Active
D6620	D6620	D6620	2 Sur Metallic Inlay	Prosthodontics, Fixed	\$366.00	0	No	Active
D6630	D6630	D6630	3-sur Metallic Inlay	Prosthodontics, Fixed	\$366.00	0	No	Active

**ACTIVE SERVICE CODES MASTER**

Service Code	ADA Code	Display Abbr.	Description	Service Type	Standard Fee	Time Units	Generate Recall	Status
D8640	D8640	D8640	Metallic Overlay	Prosthodontics, Fixed	\$48.00	0	No	Active
D8648	D8648	MDABU	Maryland Bridge	Prosthodontics, Fixed	\$450.00	0	No	Active
D8648	D8648	D8648	RETAINER-PORC/OER-RESIN BOND FIXED PROST	Prosthodontics, Fixed	\$0.00	1	No	Active
D8600	D8600	D8600	INLAY-PORCELAIN/CERAMIC, TWO SURFACES	Prosthodontics, Fixed	\$0.00	1	No	Active
D8601	D8601	D8601	INLAY-PORCELAIN/CERAMIC, THREE+ SURF.	Prosthodontics, Fixed	\$0.00	1	No	Active
D8602	D8602	D8602	INLAY-CAST HIGH NOBLE METAL-TWO SURF.	Prosthodontics, Fixed	\$400.00	1	No	Active
D8603	D8603	D8603	INLAY-CAST HIGH NOBLE METAL-THREE+ SURF	Prosthodontics, Fixed	\$825.00	1	No	Active
D8604	D8604	D8604	INLAY-CAST PREDOMINANT BASE METAL, 2 SURF	Prosthodontics, Fixed	\$400.00	1	No	Active
D8606	D8606	D8606	INLAY-CAST PREDOMINANT BASE MET, 3+ SURF	Prosthodontics, Fixed	\$625.00	1	No	Active
D8606	D8606	D8606	INLAY-CAST NOBLE METAL, TWO SURF	Prosthodontics, Fixed	\$400.00	1	No	Active
D8607	D8607	D8607	INLAY-CAST NOBLE METAL, THREE+ SURF	Prosthodontics, Fixed	\$525.00	1	No	Active
D8608	D8608	D8608	ONLAY-PORCELAIN/CERAMIC, TWO SURF	Prosthodontics, Fixed	\$0.00	1	No	Active
D8608	D8608	D8608	ONLAY-PORCELAIN/CERAMIC, THREE+ SURF	Prosthodontics, Fixed	\$0.00	1	No	Active
D8610	D8610	D8610	ONLAY-CAST HIGH NOBLE METAL, TWO SURF	Prosthodontics, Fixed	\$605.00	1	No	Active
D8611	D8611	D8611	ONLAY-CAST HIGH NOBLE METAL, THREE+ SURF	Prosthodontics, Fixed	\$805.00	1	No	Active
D8612	D8612	D8612	ONLAY-CAST PREDOMINANT BASE METAL, 2 SURF	Prosthodontics, Fixed	\$505.00	1	No	Active
D8613	D8613	D8613	ONLAY-CAST PREDOMINANT BASE MET, 3+ SURF	Prosthodontics, Fixed	\$805.00	1	No	Active
D8614	D8614	D8614	ONLAY-CAST NOBLE METAL, TWO SURF	Prosthodontics, Fixed	\$605.00	1	No	Active
D8616	D8616	D8616	ONLAY-CAST NOBLE METAL, THREE+ SURF	Prosthodontics, Fixed	\$805.00	1	No	Active
D8624	D8624	D8624	INLAY-TITANIUM	Prosthodontics, Fixed	\$825.00	1	No	Active
D8634	D8634	D8634	ONLAY-TITANIUM	Prosthodontics, Fixed	\$605.00	1	No	Active
D6710	D6710	D6710	CROWN-INDIRECT RESIN BASED COMPOSITE	Prosthodontics, Fixed	\$0.00	1	No	Active
D6740	D6740	D6740	CROWN - PORCELAIN/CERAMIC	Prosthodontics, Fixed	\$0.00	1	No	Active
D6750	D6750	ABUT	Porcelain Gold Crown	Prosthodontics, Fixed	\$700.00	0	No	Active
D6751	D6751	BRG A	Porcelain Metal Crown	Prosthodontics, Fixed	\$660.00	0	No	Active
D6762	D6762	BRG A	Porcelain Noble Metal Crown	Prosthodontics, Fixed	\$700.00	0	No	Active
D6780	D6780	BRG A	3/4 Gold Crown	Prosthodontics, Fixed	\$600.00	0	No	Active
D6781	D6781	D6781	CROWN - 3/4 CAST PRED. BASED METAL	Prosthodontics, Fixed	\$600.00	1	No	Active
D6782	D6782	D6782	CROWN - 3/4 CAST NOBLE METAL	Prosthodontics, Fixed	\$575.00	1	No	Active
D6783	D6783	D6783	CROWN - 3/4 PORCELAIN/CERAMIC	Prosthodontics, Fixed	\$0.00	1	No	Active
D6790	D6790	ABUT	Full Gold Crown	Prosthodontics, Fixed	\$850.00	0	No	Active
D6791	D6791	BRG A	Metal Crown	Prosthodontics, Fixed	\$800.00	0	No	Active
D6792	D6792	BRG A	Noble Metal Crown	Prosthodontics, Fixed	\$825.00	0	No	Active
D6793	D6793	D6793	PROVISIONAL RETAINER CROWN	Prosthodontics, Fixed	\$0.00	1	No	Active
D6794	D6794	D6794	CROWN-TITANIUM	Prosthodontics, Fixed	\$850.00	1	No	Active
D6830	D6830	RECEM	Resement Bridge	Prosthodontics, Fixed	\$75.00	0	No	Active
D6840	D6840	BREAK	Stress Breaker	Prosthodontics, Fixed	\$60.00	0	No	Active
D6880	D6880	ATACH	Fracture Attachment	Prosthodontics, Fixed	\$0.00	0	No	Active
D6870	D6870	P & C	Cast Post & Core In Addition	Prosthodontics, Fixed	\$300.00	0	No	Active
D6872	D6872	P & C	Prefab Post & Core In	Prosthodontics, Fixed	\$300.00	0	No	Active
D6873	D6873	BLDUP	Retainer Crown Buildup	Prosthodontics, Fixed	\$155.00	0	No	Active
D6876	D6876	D6876	EACH ADD'L INDIRECTLY FAB POST	Prosthodontics, Fixed	\$0.00	1	No	Active
D6877	D6877	D6877	EACH ADDITIONAL PREFAB POST - SAME TOOTH	Prosthodontics, Fixed	\$0.00	1	No	Active
D6886	D6886	D6886	PEDIATRIC PARTIAL DENTURE, FIXED	Prosthodontics, Fixed	\$0.00	1	No	Active
D7111	D7120	EXTP	Deciduous tooth ex	Oral Surgery	\$65.00	0	No	Active
D7130	D7130	D7130	Root Removal	Oral Surgery	\$120.00	0	No	Active
D7140	D7140	EXT	Single Extraction	Oral Surgery	\$148.00	0	No	Active
D7210	D7210	5 EXT	Surgical Extraction Of	Oral Surgery	\$188.00	0	No	Active
D7220	D7220	8 EXT	Remove Impacted Tooth	Oral Surgery	\$283.00	0	No	Active
D7230	D7230	8 EXT	Removal Of Impacted Tooth	Oral Surgery	\$812.00	0	No	Active
D7240	D7240	8 EXT	Remove Impacted Tooth	Oral Surgery	\$323.00	0	No	Active
D7241	D7241	0 EXT	Removal Of Impacted Teeth	Oral Surgery	\$0.00	0	No	Active
D7250	D7250	8 EXT	Surgical Removal Of Residual	Oral Surgery	\$227.00	0	No	Active
D7260	D7260	FSTOL	Antrol Flapless Closure	Oral Surgery	\$226.00	0	No	Active
D7261	D7261	TR261	PRIMARY CLOSURE OF A SINUS PERFORATION	Oral Surgery	\$380.00	1	No	Active
D7272	D7272	TR272	Tooth Transplantation	Oral Surgery	\$114.00	0	No	Active

**ACTIVE SERVICE CODES MASTER**

Service Code	ADA Code	Display Abbr	Description	Service Type	Standard Fee	Time Units	General Recall	Status
D7260	D7260	S EXP	Surg Exposure Of Impacted	Oral Surgery	\$227.00	0	No	Active
D7261	D7261	S EXP	Surg Exposure Of Impacted	Oral Surgery	\$210.00	0	No	Active
D7262	D7262	D7262	MOBIL ERUPT/MALPOSITION TOOTH AID ERUPT	Oral Surgery	\$0.00	1	No	Active
D7263	D7263	D7263	PLACEMENT OF IMPACT TTH DEVICE TO ERUPT	Oral Surgery	\$0.00	1	No	Active
D7265	D7265	BIOPS	Biopsy Of Oral Tissue-hard	Oral Surgery	\$67.00	0	No	Active
D7266	D7266	BIOP	Biopsy Of Oral Tissue-soft	Oral Surgery	\$67.00	0	No	Active
D7267	D7267	D7267	EXPLOIATIVE CYTOLOGY SAMPLE COLLECTION	Oral Surgery	\$0.00	1	No	Active
D7268	D7268	D7268	BRUSH BIOPSY-TRANSEPIHELIAL COLLECTION	Oral Surgery	\$0.00	1	No	Active
D7269	D7269	D7269	SURG PLACE SCREW RET PLATE REQ SURG FLAP	Oral Surgery	\$0.00	1	No	Active
D7293	D7293	D7293	SURG PLACE TEMP ANCH DEV REQ SURG FLAP	Oral Surgery	\$0.00	1	No	Active
D7294	D7294	D7294	SURG PLACE TEMP ANCH DEV W/O SURG FLAP	Oral Surgery	\$0.00	1	No	Active
D7310	D7310	ALVEO	Alveoplasty W/Wh	Oral Surgery	\$145.00	0	No	Active
D7311	D7311	D7311	ALVEOLOPLASTY IN CON W/EXTRACT 1-3/QUAD	Oral Surgery	\$88.00	1	No	Active
D7320	D7320	ALVEO	Alveoplasty (adenitrous)	Oral Surgery	\$157.00	0	No	Active
D7321	D7321	D7321	ALVEOLOPLASTY WITHOUT EXTRACT 1 TO 3/QUA	Oral Surgery	\$94.00	1	No	Active
D7340	D7340	VEESTP	Vestibuloplasty	Oral Surgery	\$34.00	0	No	Active
D7350	D7350	VEESTP	Vestibuloplasty-Ridge Exten.	Oral Surgery	\$68.00	0	No	Active
D7411	D7411	D7411	EXCISION OF BENIGN LESION > 1.25 CM	Oral Surgery	\$330.00	1	No	Active
D7412	D7412	D7412	EXCISION OF BENIGN LESION, COMPLICATED	Oral Surgery	\$0.00	1	No	Active
D7413	D7413	D7413	EXCISION OF MALIGNANT LESION <= 1.25 CM	Oral Surgery	\$0.00	1	No	Active
D7414	D7414	D7414	EXCISION OF MALIGNANT LESION > 1.25 CM	Oral Surgery	\$0.00	1	No	Active
D7415	D7415	D7415	EXCISION OF MALIGNANT LESION-COMPLICATE	Oral Surgery	\$0.00	1	No	Active
D7426	D7426	D7426	Remove Gingival Tissue	Oral Surgery	\$0.00	0	No	Active
D7430	D7430	D7430	Excise Benign Tumor-Small	Oral Surgery	\$198.00	0	No	Active
D7431	D7431	D7431	Excise Benign Tumor-Large	Oral Surgery	\$198.00	0	No	Active
D7450	D7450	ODONT	Remove Odontogenic Cyst	Oral Surgery	\$76.00	0	No	Active
D7451	D7451	ODONT	Remove Odontogenic Cyst	Oral Surgery	\$76.00	0	No	Active
D7460	D7460	NODON	Remove Nonodontogenic	Oral Surgery	\$76.00	0	No	Active
D7461	D7461	NODON	Remove Nonodontogenic	Oral Surgery	\$76.00	0	No	Active
D7470	D7470	D7470	Removal of Exostosis	Oral Surgery	\$228.00	0	No	Active
D7471	D7471	D7471	REMOVAL OF EXOSTOSIS - PER SITE	Oral Surgery	\$228.00	1	No	Active
D7472	D7472	D7472	REMOVAL OF TORUS PALATINUS	Oral Surgery	\$330.00	1	No	Active
D7473	D7473	D7473	REMOVAL OF TORUS MANDIBULARIS	Oral Surgery	\$330.00	1	No	Active
D7485	D7485	D7485	SURGICAL REDUCTION OF OSSIOUS TUBEROSIT	Oral Surgery	\$330.00	1	No	Active
D7510	D7510	I & D	Incise & Drain Abscess	Oral Surgery	\$100.00	0	No	Active
D7511	D7511	D7511	INCISION AND DRAIN OF ABSCESS-INT-COMP	Oral Surgery	\$0.00	1	No	Active
D7520	D7520	I & D	Incise & Drain Abscess	Oral Surgery	\$26.00	0	No	Active
D7521	D7521	D7521	INCISION AND DRAIN OF ABSCESS-EXT-COMP	Oral Surgery	\$0.00	1	No	Active
D7530	D7530	D7530	Removal Foreign Body -	Oral Surgery	\$123.00	0	No	Active
D7540	D7540	D7540	Remove Foreign Body -	Oral Surgery	\$34.00	0	No	Active
D7550	D7550	D7550	Sagittalotomy	Oral Surgery	\$23.00	0	No	Active
D7560	D7560	D7560	Maxillary Sinusotomy	Oral Surgery	\$34.00	0	No	Active
D7570	D7570	D7570	Stabilize Teeth	Oral Surgery	\$548.00	0	No	Active
D7571	D7571	D7571	ALVEOLUS-OPEN REDUCT- INC STAB OF TEETH	Oral Surgery	\$0.00	1	No	Active
D7771	D7771	D7771	ALVEOLUS-CLOSE REDUCT STABIL OF TEETH	Oral Surgery	\$0.00	1	No	Active
D7871	D7871	D7871	NON-ARTHROSCOPIC LYSIS AND LAVAGE	Oral Surgery	\$0.00	1	No	Active
D7881	D7881	D7881	SINUS AUGMENT W/BONE OR BONE SUBST.	Oral Surgery	\$0.00	1	No	Active
D7983	D7983	D7983	BONE REPLACE GRAFT FOR RIDGE PRESER/SITE	Oral Surgery	\$0.00	1	No	Active
D7983	D7983	D7983	FRENULOPLASTY	Oral Surgery	\$0.00	1	No	Active
D7972	D7972	D7972	SURGICAL REDUCTION OF FIBROUS TUBEROSIT	Oral Surgery	\$0.00	1	No	Active
D7997	D7997	D7997	APPLIANCE REMOVAL	Oral Surgery	\$0.00	1	No	Active
D7998	D7998	D7998	INTRAOAL PLACE FIX DEV NOT WITH FRACT	Oral Surgery	\$0.00	1	No	Active
D8691	D8691	D8691	REPAIR OF ORTHODONTIC APPLIANCE	Orthodontics	\$0.00	1	No	Active
D8692	D8692	D8692	REPLACEMENT OF LOST OR BROKEN RETAINER	Orthodontics	\$0.00	1	No	Active
D8693	D8693	D8693	REBOND, RECENT OR REPAIR OF FIX RETAINER	Orthodontics	\$0.00	1	No	Active
D8750	D8750	D8750	Ortho Retainer Remo	Orthodontics	\$228.00	0	No	Active

**ACTIVE SERVICE CODES MASTER**

Service Code	ADA Code	Display	Description	Service Type	Standard Fee	Time Unit	General	Status
D9110	D9110	PALTX	Emergency Treatment	Adjunctive General Services	\$90.00	0	No	Active
D9241	D9241	D9241	INTRAVENOUS SED/ANALG-FIRST 30 MINUTES	Adjunctive General Services	\$0.00	1	No	Active
D9242	D9242	D9242	INTRAVENOUS SED/ANALG-BA, ADD, 15 MIN.	Adjunctive General Services	\$0.00	1	No	Active
D9248	D9248	D9248	NON-INTRAVENOUS CONSCIOUS SEDATION	Adjunctive General Services	\$0.00	1	No	Active
D9430	D9430	VISIT	Office Visit	Adjunctive General Services	\$55.00	0	No	Active
D9440	D9440	AFTER	After Hours Visit	Adjunctive General Services	\$100.00	0	No	Active
D9450	D9450	D9450	CASE PRESENT-DET/EXT TREATMENT PLANNING	Adjunctive General Services	\$0.00	1	No	Active
D9830	D9830		Perdex or performed	Periodontics	\$10.00	1	No	Active
D9910	D9910		SootherRX	Periodontics	\$30.00	1	No	Active
D9911	D9911	D9911	APP DESSENSITIZING RESIN-OERV/ROOT SURF.	Adjunctive General Services	\$0.00	1	No	Active
D9940	D9940	OCCGD	Occlusal Guard	Adjunctive General Services	\$150.00	0	No	Active
D9942	D9942	D9942	REPAIR AND/OR RELINE OF OCCLUSAL GUARD	Adjunctive General Services	\$0.00	1	No	Active
D9951	D9951	OCCADJ	Occlusal Adjustment-limited	Adjunctive General Services	\$111.00	0	No	Active
D9952	D9952	OCCADJ	Occlusal Adjustment-complete	Adjunctive General Services	\$227.00	0	No	Active
D9971	D9971	D9971	ODONTOPLASTY 1-2 TEETH; INCL REM ENAM	Adjunctive General Services	\$0.00	1	No	Active
D9972	D9972	D9972	EXTERNAL BLEACHING - PER ARCH	Adjunctive General Services	\$0.00	1	No	Active
D9973	D9973	D9973	EXTERNAL BLEACHING - PER TOOTH	Adjunctive General Services	\$150.00	1	No	Active
D9974	D9974	D9974	INTERNAL BLEACHING - PER TOOTH	Adjunctive General Services	\$150.00	1	No	Active
D9999	D9999		MISC CHARGES	Adjunctive General Services	\$0.00	1	No	Active

Total Services: 355

## BUSINESS ASSOCIATE AGREEMENT

This Agreement, hereinafter referred to as "Agreement", is made effective July 1, 2009 by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, hereinafter referred to as "Covered Entity", and Danny Tan DDS hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

### WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, the State of California has enacted statutes designed to safeguard patient privacy including, without limitation, the Confidentiality of Medical Information Act ("CMIA"), California Civil Code § 56 *et seq.*, Senate Bill 541, enacted September 30, 2008, and Assembly Bill 211, enacted September 30, 2008; and

WHEREAS, the parties acknowledge that California law may include provisions more stringent and more protective of the confidentiality of health information than the provisions of HIPAA; and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, hereby referred to as the "Service Agreement" and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy Rule and under California law; and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Service Agreement, compliance with the HIPAA Privacy Rule, compliance with California law, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and California law and to protect the interests of both Parties.

### DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of CMIA or other California law, California law shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule and California law, but nonetheless are permitted by the HIPAA Privacy Rule and California law, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic,



medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

## II. CONFIDENTIALITY REQUIREMENTS

(a) Business Associate agrees:

(i) to access, use, or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Service Agreement (if consistent with this Agreement the HIPAA Privacy Rule, and California law), the HIPAA Privacy Rule, or California law and (3) as would be permitted by the HIPAA Privacy Rule and California law if such use or disclosure were made by Covered Entity;

(ii) at termination of this Agreement, the Service Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further access, uses, and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and accessed, used, or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached, within five calendar days of discovering said breach of confidentiality;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by

Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent access to, use of, or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule. Business Associate shall report to Covered Entity any access, use, or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware within five calendar days of discovering such improper access, use, or disclosure. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use, disclosure, or access of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

### III. AVAILABILITY OF PHI

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

### IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately, and seek injunctive and/or declaratory relief in a court of law having jurisdiction over Business Associate.

### V. MISCELLANEOUS

Except as expressly stated herein, in the HIPAA Privacy Rule, or under California law, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of California. No change, waiver or

discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The parties agree that, in the event that any documentation of the parties, pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or California law, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall attempt in good faith to address such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, at the conclusion of such thirty-day period, a party believes in good faith that the Agreement still fails to comply with the HIPAA Privacy Rule or California law, then either party has the right to terminate this Agreement and the Service Agreement upon written notice to the other party. Neither party may terminate this Agreement without simultaneously terminating the Service Agreement, unless the parties mutually agree in writing to modify this Agreement or immediately replace it with a new Business Associate Agreement that fully complies with the HIPAA Privacy Rule and California law.

Business Associate acknowledges that Natividad Medical Center (NMC) has established a Corporate Compliance Program, and under this program NMC has developed a Code of Conduct Manual to provide guidance in the ethical and legal performance of our professional services. Business Associate further agrees to abide by all principles stated in the Code of Conduct while conducting business with Natividad Medical Center. A copy of the Code of Conduct & Principles of Compliance is available upon request.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: \_\_\_\_\_

By: Daniel

Title: \_\_\_\_\_

Title: owner

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

Date: 5/7/09