

Professional Services Contract
Contract Agreement No. HDC.733

THIS AGREEMENT, entered this first day of June 2015, by and between **CLARK COUNTY PUBLIC HEALTH**, after this called "County," a municipal corporation of the State of Washington, and **New Day Community Dental**, after this called "Contractor."

W I T N E S S E T H

WHEREAS, County is in receipt of Part A funding for services for persons living with HIV disease and who are eligible for services under the Ryan White CARE Act;

WHEREAS, Contractor has the expertise and capacity to provide said services and responded to informal solicitation, Request for Application #4559,

WHEREAS, Clark County desires to work collaboratively in the community to assure needed services are available;

WHEREAS, the Public Health Department of Clark County requires professional services for clients who qualify and Contractor represents that it has the expertise to provide the professional services required and that it will fully comply with the provisions of this Agreement, including the scope of services; now, therefore,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as follows:
 - A. Generally: To provide diagnostic, preventive and restorative services rendered by a dentist, dental hygienist, or similar professional practitioner for clients referred from the Clark County Public Health, Case Management

program and to perform those services more particularly set out in the attached proposal attached hereto and incorporated herein by this reference as Exhibit "A."

2. Time. The contract shall be deemed effective beginning June 1, 2015 and shall continue through February 29, 2016. This agreement may be extended upon the mutual written consent of both parties for up to two (2) twelve (12) month periods.

3. Compensation. County shall pay the Contractor for performing said services so long as there is funding available, upon receipt of a written invoice according to the following schedule:

A. Fees paid Contractor shall be based on services provided at 50% of New Day Community Dental's standard fee schedule attached hereto and incorporated herein as Exhibit "B".

B. The Dental Pre-Authorization Request Form, attached hereto and incorporated herein by this reference as Exhibit "D", must be submitted and approved in writing by Clark County Public Health, Case Management prior to providing any dental services in which reimbursement will be requested.

C. Payment terms are thirty (30) days upon receipt of invoice.

D. Invoices shall be sent to the attention of Sherie Nicholson, Clark County Public Health, Case Management, PO Box 9825, Vancouver, WA 98666-8825.

4. Termination. The County may terminate this contract immediately upon any breach by Contractor in the duties of Contractor as set forth in contract. The waiver by the County of one or more breach shall not be held or construed as a waiver of any subsequent breach or breaches. Further, County may terminate this contract upon

immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.

5. Monitoring Cooperation. Contractor agrees to allow the County and its auditors or their designees to have immediate access to all records and the financial statements related to this agreement and/or service performed under this agreement. This shall include contracts and agreements Contractor has with other entities in fulfillment of this Contract.

6. Special Conditions. Contractor received a low score on the self-risk assessment completed as part of the RFA. The reason for the low score is due to the negative answer to Question F. of Attachment C: Self-Risk Assessment. The question asked if, “within the past five years, have independent audits identified deficiencies which resulted in findings, questioned costs, costs recommended for disallowance, an “adverse opinion” by the auditor’s or the auditor’s “disclaiming” any opinions?”

Due to the low scoring of the fiscal self-risk assessment, County is required to apply special conditions to this contract to ensure compliance. The special conditions to be applied will be a site visit by County to Contractor’s office 90 days after the date of execution of this agreement. The purpose of the site visit is to observe Contractor’s operations and fiscal processes including the financial management system used by Contractor to account for revenue and expenses. The specific time of the visit will be scheduled at a time convenient to Contractor and County. Prior to the visit, a list of questions will be sent to Contractor to complete. If the site visit does not find any problems or concerns, this special condition will be promptly removed.

6. Qualifications of providers and personnel. Contractor agrees to comply with all applicable local, state and federal licensing and accrediting requirements or standards necessary in the performance of this Agreement. Professional services rendered pursuant to this Agreement shall be provided by licensed, certified, or competency rated personnel in accordance with state licensing laws, federal requirements, and written program policies.

7. Independent Contractor. The Contractor shall always be an independent contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

8. Indemnification Clause. The Contractor does release, indemnify and promise to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making such assurances, the Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the County.

9. Wage and Hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions,

claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

10. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is not or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this agreement and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

11. Contract Documents. Contract documents consist of this Contract, Exhibit "A" Statement of Work, Exhibit "B" Fee Schedule, Exhibit "C" Business Associate Agreement, and Exhibit "D" Preauthorization Request Form. Where provisions of the contract and provisions of the State of Work are inconsistent, the provision contained in the contract shall be controlling.

12. Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, marital status or national origin.

13. Changes. County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be incorporated in the written amendments to the agreement.

14. Public Records Act. Notwithstanding the provisions of this Agreement, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist COUNTY in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify County by providing a copy of the request to the County Public Records Office.

15. Governing Law. This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.

16. Confidentiality. With respect to all information relating to the County that is confidential and clearly so designated, Contractor agrees to keep such information confidential and comply with all HIPAA requirements as set forth in Exhibit "C" Business Associate Agreement attached hereto and incorporated herein by this reference as Exhibit "C."

17. Debarment or Exclusion. The Contractor shall not employ any person nor contract with any person or entity that is excluded from participation in federally funded (in whole or in part) agreements, in accordance with 42 CFR Part 76 or who are debarred, suspended, declared ineligible or voluntarily excluded. The Contractor and any subcontractors must comply with federal law and must not knowingly have a director, officer, partner or person with a beneficial ownership of the Contractor's equity, or an employee, contract or consultant who is significant or material to the provision of

services under this contract, who has been or is affiliated with someone who has been, debarred, suspended or otherwise excluded by any federal agency. The Contractor shall maintain evidence of compliance in personnel files or with subcontractor's documents. The Contractor shall certify compliance with this provision to the County prior to the term of this agreement, including certification of compliance of any other parties listed above with a beneficial ownership or a party significant to the provision of services under this agreement. The Contractor shall provide the full names of these parties to the County along with certification of compliance prior to the start of this contract.

18. Anti-Terrorism Sanctions. In accepting these funds, Contractor confirms that its organization complies with all US anti-terrorism laws and regulations, including Executive Order 13224 and the Global Terrorism Sanctions regulations set forth in 31 CFR Part 594.

19. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. This Contract further covenants that in the performance of this agreement, no person having such interest shall be employed.

20. Consent and Understanding. This agreement contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, agreement, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

21. Severability. If any provision of this agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

22. Insurance. The Contractor shall provide to Clark County prior to the term of this Agreement, current certificates of insurance, which will be in the form of an ACORD Certificate(s), and shall assure that Clark County is listed as an additional insured, and shall include; General Liability and Medical Malpractice to protect against legal liability arising out of Contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence. Contractor must carry commercial general liability insurance in the amount of \$1,000,000.

IN WITNESS THEREOF, County and the Contractor have executed this agreement on the date first above written.

Approved By:
NEW DAY COMMUNITY DENTAL

Approved By:
CLARK COUNTY PUBLIC HEALTH

New Day Community Dental

Mark McCauley
County Manager

Date

Date

APPROVED AS TO FORM ONLY
ANTHONY GOLIK
Prosecuting Attorney

Jane Vetto
Deputy Prosecuting Attorney

EXHIBIT A

STATEMENT OF WORK

1. Project Team

Dental providers

- Donald Lunt, DDS Lead Dentist
- Andrew Tang- DDS
- Geoffrey Wang DMD
- Azma Ahmed, DDS
- Ji Xu, Denturist

2. Respondent's Capabilities

- New Day Community Dental Clinic (NDCDC) (Medicaid # 1205147840) is a non-profit, dental clinic in Vancouver, WA serving patients covered by a variety of insurances including Apple Health (Medicaid). NDCDC is the fifth largest provider of dental services to patients covered by Medicaid in Washington State. Since opening, NDCDC has contracted with Washington Early Intervention Program and are committed to improving access to care for disenfranchised individuals. We have worked closely to provide dental services to HIV positive individuals referred by Clark County Public Health (CCPH).
 - Services include diagnostic, preventive and restorative which are rendered by a dentist, dental hygienist, denturist or other similar health care provider.
- A sliding fee based on income is available to patients who have no insurance or for services not covered by insurance.

3. Project Management Approach and Understanding

- A. NDCDC will provide diagnostic, preventive and restorative services by our team of dentists, dental hygienists, and denturists to patients referred by CCPH. Our patient care coordinators will submit a preauthorization form before providing any dental services to the patients which would be reimbursed by CCPH
- B. Dental services will be provided consistent with community standards just as we do with all patients we provide dental care to.
- C. Dental services will be provided to a minimum of 15 persons living with HIV which will include a total of up to 60 dental visits as funding allows.
- D. At least 75% of the patients will have 1 preventive visit. This will usually be the initial appointment when the patients will have an initial exam and a dental prophylaxis (cleaning). Some patients may require more extensive cleanings which may require more appointments
- E. If the patient's initial visit is for an emergency a preventive visit will also be scheduled sometime during the year.
- F. The patient care coordinators will ensure that funds will be available for the contract year by carefully monitoring the program.
- G. All of the staff and providers at the New Day Community Dental Clinic have experience working with patients who are HIV positive.
- H. All providers at NDCDC are required to become a Medicaid provider within 30 days of their hire date.

- I. Our clinic/providers are contracted with the Washington State Early Intervention Program.
- J. NDCDC strives to always be culturally competent. We currently have staff who speak Spanish and Russian. We also work with a wide variety of interpreters to ensure our patients get the best treatment.
- K. All patients are screened to ensure that they reside in Clark County and meet the income requirements (at or below 200% of Federal Poverty Level).
- L. NDCDC will always bill the patient's dental insurance and/or EIP. Ryan White Funds will always be billed as the last resort.
- M. Invoices will be sent to Clark County by the 10th of the following month for services provided. The invoice will include all necessary information such as; names of patient, dates of service, treatment provided and amount.
- N. NDCDC will provide all requested documentation regarding programmatic, financial and contract requirements during the annual review and perform corrective action as identified.
- O. NDCDC will assure compliance with standards as set forth by the American with Disabilities Act by conducting a self-assessment and submitting the assessment to the County.
- P. NDCDC will comply with all federal, state and local requirements.
- Q. NDCDC provides culturally and linguistically appropriate services.

4. Proposed Cost

- Fee schedule attached as Exhibit B

EXHIBIT "B"

FEE SCHEDULE
New Day Community Dental Clinic

Date: 04/24/2015

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CODE	DESCRIPTION	TIER 1	LAB EXPENSE	MATERIAL
D0120	Periodic oral evaluation	57.00	0.00	0.00
D0140	Limited oral evaluation	50.00	0.00	0.00
D0150	Comprehensive oral evaluation	99.00	0.00	0.00
D0160	Detail/extensive oral eval, B/R	0.00	0.00	0.00
D0170	re-evaluation-Limited	35.00	0.00	0.00
D0180	Comprehensive perio evaluation	0.00	0.00	0.00
D0210	Intraoral-complete series (bw)	109.00	0.00	0.00
D0220	Intraoral-periapical 1st film	25.00	0.00	0.00
D0230	Intraoral-periapical each add'l	21.00	0.00	0.00
D0270	Bitewing-single film	25.00	0.00	0.00
D0272	Bitewings-two films	20.00	0.00	0.00
D0274	Bitewings-four films	30.00	0.00	0.00
D0277	Vertical bitewings-7 to 8 films	102.00	0.00	0.00
D0290	Skull & facial bone survey film	0.00	0.00	0.00
D0330	Panoramic film	101.00	0.00	0.00
D0350	Oral/Facial Photographic Images	0.00	0.00	0.00
D0460	Pulp vitality tests	60.00	0.00	0.00
D0470	Diagnostic casts	114.00	0.00	0.00
D1110	Prophylaxis-adult	106.00	0.00	0.00
D1120	Prophylaxis-child	75.00	0.00	0.00
D1203	Fluoride -child-don't use	24.00	0.00	0.00
D1204	Fluoride-adult- Dont use	24.00	0.00	0.00
D1205	Fluroide W/ prophy adults	24.00	0.00	0.00
D1208	Topical Application of Fluoride	24.00	0.00	0.00
D1310	Nutritional counseling	0.00	0.00	0.00
D1330	Oral hygiene instruction	32.00	0.00	0.00
D1351	Sealant-per tooth	37.00	0.00	0.00
D1352	Preventive Restoration, Perm Th	0.00	0.00	0.00
D1510	Space maint-fixed-unilateral	335.00	0.00	0.00
D1515	Space maint-fixed-bilateral	461.00	0.00	0.00
D1520	Space maint-remov-unilateral	416.00	0.00	0.00
D1525	Space maint-remov-bilateral	532.00	0.00	0.00
D1550	Recementation of space maint	87.00	0.00	0.00
D1555	Removal of fixed space maint	83.00	0.00	0.00
D2140	Amalgam-1 surface	158.00	0.00	0.00
D2150	Amalgam-2 Surface	195.00	0.00	0.00
D2160	Amalgam-3 Surface	237.00	0.00	0.00
D2161	Amalgam-4+Surface	276.00	0.00	0.00
D2330	Resin-1 surface, anterior	178.00	0.00	0.00
D2331	Resin-2 surfaces, anterior	207.00	0.00	0.00
D2332	Resin-3 surfaces, anterior	270.00	0.00	0.00
D2335	Resin-4+ w/incis angle-anterior	335.00	0.00	0.00
D2391	Resin 1 surf posterior.	164.00	0.00	0.00
D2392	Resin 2 surf, posterior	224.00	0.00	0.00
D2393	Resin 3 surf posterior	286.00	0.00	0.00
D2394	Resin 4+sur, posterior	339.00	0.00	0.00
D2740	Crown-porcelain/ceramic substr	1140.00	0.00	0.00
D2750	Crown-porc fuse high noble mtl	1150.00	0.00	0.00
D2751	Crown-porc fused to base metal	1100.00	0.00	0.00
D2752	Crown-porc fused noble metal	1150.00	0.00	0.00
D2790	Crown-full cast high noble mtl	1150.00	0.00	0.00
D2792	Crown-full cast noble metal	1169.00	0.00	0.00
D2910	Recement inlay/onlay/partial	116.00	0.00	0.00
D2920	Recement crown	116.00	0.00	0.00
D2929	Prefab Porcelain/C Crown-Prim	0.00	0.00	0.00
D2930	Prefab stain steel crn-primary	265.00	0.00	0.00
D2931	Prefab stain steel crown-perm	322.00	0.00	0.00
D2932	Prefabricated resin crown	369.00	0.00	0.00
D2940	Sedative filling	55.00	0.00	0.00
D2941	Interim Therapeutic Rest - Prim	0.00	0.00	0.00
D2949	Foundation for Indirect Rest	0.00	0.00	0.00
D2950	Core buildup, include any pins	263.00	0.00	0.00

FEE SCHEDULE

New Day Community Dental Clinic

Date: 04/24/2015

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CODE	DESCRIPTION	TIER 1	LAB EXPENSE	MATERIAL
D2951	Pin retention-/tooth, (+ rest)	81.00	0.00	0.00
D2952	Post&core in add to crown, fabr	472.00	0.00	0.00
D2953	Each add'l fabr post-same tooth	339.00	0.00	0.00
D2954	Prefab post&core in add to crn	0.00	0.00	0.00
D2980	Crown repair, by report	187.00	0.00	0.00
D2999	Unspecif restorative proced B/R	150.00	0.00	0.00
D3110	Pulp cap-direct, (ex rest)	92.00	0.00	0.00
D3120	Pulp cap-indirect, (ex rest)	92.00	0.00	0.00
D3220	Therapeutic pulpotomy-pulp remv	221.00	0.00	0.00
D3221	Pulpal debridemnt-prim/perm th	100.00	0.00	0.00
D3310	Root canal therapy - anterior	800.00	0.00	0.00
D3320	Root canal therapy - bicuspid	934.00	0.00	0.00
D3330	Root canal therapy - molar	1100.00	0.00	0.00
D3351	Apexification/recalcif, initial	0.00	0.00	0.00
D3352	Apexification/recalcif, interim	0.00	0.00	0.00
D3353	Apexification/recalcif, final	0.00	0.00	0.00
D3354	Pulpal Regeneration	0.00	0.00	0.00
D3355	Pulpal Regeneration - 1st visit	0.00	0.00	0.00
D3356	Pulpal Rgn - interim med Replc	0.00	0.00	0.00
D3357	Pulpal Regen - completion	0.00	0.00	0.00
D3410	Apicoectomy/Periradic surg-ant	0.00	0.00	0.00
D3421	Apicoect/Perirad-bicus/1st root	0.00	0.00	0.00
D3425	Apicoect/Perirad-molar/1st root	0.00	0.00	0.00
D3426	Apicoect/Perirad (each + root)	0.00	0.00	0.00
D3427	Periradicular surg-no apicoect	0.00	0.00	0.00
D3428	Bone Graft w/Perirdc Srg 1 Site	0.00	0.00	0.00
D3429	Bn Graft w/Berirdc Srg each add	0.00	0.00	0.00
D3430	Retrograde filling-per root	0.00	0.00	0.00
D3431	Bio Mtrl to aid Reg w/Prdc Srg	0.00	0.00	0.00
D3432	Guided TissRgn PerSite w/PrdSrg	0.00	0.00	0.00
D3999	Unspecified endo procedure, B/R	150.00	0.00	0.00
D4210	Gingivectomy-4+ per quadrant	480.00	0.00	0.00
D4211	Gingivectomy-1-3 per quadrant	180.00	0.00	0.00
D4212	Gingivectomy-Access/Restoration	0.00	0.00	0.00
D4240	Ging flap,root pln, 4+ per quad	0.00	0.00	0.00
D4241	Ging flap rt pln 1-3 per quad	0.00	0.00	0.00
D4249	Clinic crown lengthen-hard tiss	703.00	0.00	0.00
D4270	Pedicle soft tissue graft proc	0.00	0.00	0.00
D4271	Free soft tissue graft proced	0.00	0.00	0.00
D4277	Soft Tissue Graft, 1st Tooth	0.00	0.00	0.00
D4278	Soft Tissue Graft, Each Add'l	0.00	0.00	0.00
D4341	SRP 4+ Teeth	190.00	0.00	0.00
D4342	SRP 1-3 teeth	130.00	0.00	0.00
D4355	Full mouth debridemnt,eval/diag	165.00	0.00	0.00
D4910	Periodontal maintenance	147.00	0.00	0.00
D4920	Unscheduled dressing change	0.00	0.00	0.00
D4921	Gingival Irrigation-Per Quad	0.00	0.00	0.00
D5110	Complete denture - maxillary	800.00	0.00	0.00
D5120	Complete denture - mandibular	800.00	0.00	0.00
D5130	Immediate denture - maxillary	905.00	0.00	0.00
D5140	Immediate denture - mandibular	905.00	0.00	0.00
D5211	Maxillary partial - resin base	805.00	0.00	0.00
D5212	Mandibular partial - resin base	805.00	0.00	0.00
D5213	Maxil partl-cast metal w/resin	1265.00	0.00	0.00
D5214	Mand partl-cast metal w/resin	1265.00	0.00	0.00
D5225	Maxillary partial-flexible base	805.00	0.00	0.00
D5226	Mandibul partial-flexible base	805.00	0.00	0.00
D5410	Adjust complete denture-maxil	25.00	0.00	0.00
D5411	Adjust complete denture-mand	25.00	0.00	0.00
D5421	Adjust partial denture-maxil	25.00	0.00	0.00
D5422	Adjust partial denture-mand	25.00	0.00	0.00
D5510	Repair complete denture base	144.00	0.00	0.00

FEE SCHEDULE

New Day Community Dental Clinic

Date: 04/24/2015

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CODE	DESCRIPTION	TIER 1	LAB EXPENSE	MATERIAL
D5520	Replace teeth-comp dent (ea th)	144.00	0.00	0.00
D5610	Repair resin denture base	0.00	0.00	0.00
D5620	Repair cast framework	0.00	0.00	0.00
D5630	Repair or replace broken clasp	0.00	0.00	0.00
D5640	Replace broken teeth-per tooth	144.00	0.00	0.00
D5650	Add tooth to exist part denture	144.00	0.00	0.00
D5660	Add clasp, exist part denture	144.00	0.00	0.00
D5740	Reline maxil partial-chairside	233.00	0.00	0.00
D5741	Reline mand partial-chairside	233.00	0.00	0.00
D5750	Reline complete maxillary (lab)	283.00	0.00	0.00
D5751	Reline complete mand (lab)	283.00	0.00	0.00
D5760	Reline maxillary partial (lab)	265.00	0.00	0.00
D5761	Reline mandibular partial (lab)	265.00	0.00	0.00
D5810	Interim comp denture (maxil)	500.00	0.00	0.00
D5811	Interim comp denture (mand)	500.00	0.00	0.00
D5820	Flipper partial denture (maxil)	525.00	0.00	0.00
D5821	Flipper Partial Denture (mand)	500.00	0.00	0.00
D5850	Tissue condition, maxillary	45.00	0.00	0.00
D5863	Overdenture-complete Maxillary	0.00	0.00	0.00
D5865	Overdenture- compete mandibular	0.00	0.00	0.00
D5911	Facial moulage (sectional)	0.00	0.00	0.00
D5912	Facial moulage (complete)	0.00	0.00	0.00
D5913	Nasal prosthesis	0.00	0.00	0.00
D5914	Auricular prosthesis	0.00	0.00	0.00
D5915	Orbital prosthesis	0.00	0.00	0.00
D5916	Ocular prosthesis	0.00	0.00	0.00
D5919	Facial prosthesis	0.00	0.00	0.00
D5922	Nasal septal prosthesis	0.00	0.00	0.00
D5923	Ocular prosthesis, interim	0.00	0.00	0.00
D5924	Cranial prosthesis	0.00	0.00	0.00
D5925	Facial augmentat implant,prosth	0.00	0.00	0.00
D5988	Surgical splint	0.00	0.00	0.00
D5992	Adj Max'facial Prosth, Report	0.00	0.00	0.00
D5993	Maint Max'facial Prosth, Report	0.00	0.00	0.00
D6010	Surg place implant: endosteal	0.00	0.00	0.00
D6011	Second stage implant surgery	0.00	0.00	0.00
D6040	Surgic place: eposteal implant	0.00	0.00	0.00
D6050	Surg place: transosteal implant	0.00	0.00	0.00
D6051	Interim Abutment	0.00	0.00	0.00
D6052	Semi-precision attchmt abutment	0.00	0.00	0.00
D6055	Dent implant sup connecting bar	0.00	0.00	0.00
D6058	Abutment supported porc/cer crn	1365.00	0.00	0.00
D6080	Implant maintenance procedures	0.00	0.00	0.00
D6090	Repair implant sup prosth, B/R	0.00	0.00	0.00
D6100	Implant removal, by report	0.00	0.00	0.00
D6101	Debride Peri-Implant Defect	0.00	0.00	0.00
D6102	Debride/Oss Peri-Implant Defect	0.00	0.00	0.00
D6103	Bone Graft Rep Peri-Imp Defect	0.00	0.00	0.00
D6104	Bone Graft, Implant Placement	0.00	0.00	0.00
D6199	Unspecified implant proced, B/R	0.00	0.00	0.00
D6210	Pontic-cast high noble metal	999.00	0.00	0.00
D6212	Pontic-cast noble metal	0.00	0.00	0.00
D6240	Pontic-porcelain fused to hnob	999.00	0.00	0.00
D6241	Pontic-porcelain fused to base	999.00	0.00	0.00
D6250	Pontic-resin w/ high noble met	0.00	0.00	0.00
D6251	Pontic-resin w/ predomnt base	0.00	0.00	0.00
D6254	Interim Pontic	0.00	0.00	0.00
D6750	Retainer crn-porc fused-hi nob	1150.00	0.00	0.00
D6752	Retainer crn-porc fused-nob met	1099.00	0.00	0.00
D6790	Retainer crn-full cast hi nob	0.00	0.00	0.00
D6792	Retainer crn-full cast nob met	0.00	0.00	0.00
D6795	Interim Retainer Crown	0.00	0.00	0.00

FEE SCHEDULE

New Day Community Dental Clinic

Date: 04/24/2015

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CODE	DESCRIPTION	TIER 1	LAB EXPENSE	MATERIAL
D6920	Connector bar	0.00	0.00	0.00
D6930	Recement fixed partial denture	155.00	0.00	0.00
D6970	Post&core w/bridge retainer	0.00	0.00	0.00
D6972	Prefab post/core+ brdg retainer	0.00	0.00	0.00
D7111	Ext coronal remnants	125.00	0.00	0.00
D7140	Ext-simple	140.00	0.00	0.00
D7210	Ext-surgical	225.00	0.00	0.00
D7220	Ext-ST impacted	284.00	0.00	0.00
D7230	Ext-impacted/part bony	325.00	0.00	0.00
D7240	Ext-impacted/compl bony	375.00	0.00	0.00
D7241	Remov impact-comp bony w/ comp	0.00	0.00	0.00
D7250	Surgic removl resid tooth root	220.00	0.00	0.00
D7251	Coronectomy-part tooth removal	0.00	0.00	0.00
D7270	Reimplantation/stabilization	0.00	0.00	0.00
D7280	Surgical access unerupted tooth	0.00	0.00	0.00
D7286	Biopsy of oral tissue-soft	289.00	0.00	0.00
D7310	Alveoloplasty w/ext 4+, quad	220.00	0.00	0.00
D7320	Alveoloplasty w/o ext 4+, quad	275.00	0.00	0.00
D7460	Rem benign nonodont-di<=1.25cm	350.00	0.00	0.00
D7473	Removal of torus mandibularis	305.00	0.00	0.00
D7510	Incis&drain abscess-intra soft	175.00	0.00	0.00
D7960	Frenulectomy-separate procedur	279.00	0.00	0.00
D8030	Limited ortho treat, adolescent	0.00	0.00	0.00
D8080	Comprehensive ortho, adolescent	0.00	0.00	0.00
D8210	Removable appliance therapy	0.00	0.00	0.00
D8220	Fixed appliance therapy	0.00	0.00	0.00
D8660	Pre-orthodontic treatment visit	0.00	0.00	0.00
D8670	Periodic ortho visit (contract)	0.00	0.00	0.00
D8680	Orthodontic retention	0.00	0.00	0.00
D8690	Ortho treatment (bill/contract)	0.00	0.00	0.00
D9110	Emerg treatment, palliative	0.00	0.00	0.00
D9120	Fixed partl denture sectioning	150.00	0.00	0.00
D9210	Local anesthesia not op/surg	0.00	0.00	0.00
D9215	Local anesthesia	0.00	0.00	0.00
D9220	Deep sedat/gen anesth-1st 30m	0.00	0.00	0.00
D9221	Deep sedat/gen anesth-ea+15m	0.00	0.00	0.00
D9230	Analgesia-inhal of nitrous oxid	0.00	0.00	0.00
D9310	Consultation (2nd opinion)	0.00	0.00	0.00
D9430	Office visit for observation	0.00	0.00	0.00
D9440	Office visit-after regular hrs	0.00	0.00	0.00
D9450	Case present,detailed/extens tx	0.00	0.00	0.00
D9940	Occlusal guard, by report	343.00	0.00	0.00
D9951	Occlusal adjustment-limited	100.00	0.00	0.00
D9952	Occlusal adjustment-complete	0.00	0.00	0.00
D9975	External Bleaching-Home-Arch	200.00	0.00	0.00
00001	Opening Balance	10.00	0.00	0.00
00003	Peridex Sm bottle	10.00	0.00	0.00
00004	Sparkle Dent	25.00	0.00	0.00
00005	Peridex	15.00	0.00	0.00
00010	Consultation w/ Denturist	35.00	0.00	0.00
00011	Mobile (offsite) denture Consul	99.00	0.00	0.00
00021	Final Impression	0.00	0.00	0.00
00300	Re-impres/delayed seat	450.00	0.00	0.00
01010	Delivered Denture	0.00	0.00	0.00
01130	Difficult Prophyl	130.00	0.00	0.00
04345	FM Debridement prep for comp ev	165.00	0.00	0.00
04380	Re-evaluation Of Periodontal Th	106.00	0.00	0.00
0511A	Premier Upper Denture	800.00	0.00	0.00
0511B	Basic Upper Denture	500.00	0.00	0.00
0512A	Premier Lower Denture	1200.00	0.00	0.00
0512B	Basic Lower Denture	500.00	0.00	0.00
05215		460.00	0.00	0.00

FEE SCHEDULE

New Day Community Dental Clinic

Date: 04/24/2015

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CODE	DESCRIPTION	TIER 1	LAB EXPENSE	MATERIAL
15000	Drifting - Mesial	0.00	0.00	0.00
15001	Drifting - Distal	0.00	0.00	0.00
15002	Impacted - Distal	0.00	0.00	0.00
15003	Impacted - Mesial	0.00	0.00	0.00
15004	Bleeding	0.00	0.00	0.00
15005	Abrasion	0.00	0.00	0.00
15006	Periodontal abscess	0.00	0.00	0.00
15007	Calculus	0.00	0.00	0.00
15008	Plaque	0.00	0.00	0.00
15009	Watch Tooth	0.00	0.00	0.00
15011	Hypersensitivity	0.00	0.00	0.00
15012	Recession	0.00	0.00	0.00
15100	Missing tooth, more than a year	0.00	0.00	0.00
15101	Missing tooth	0.00	0.00	0.00
15102	Prem. loss, pri tooth, > a year	0.00	0.00	0.00
15103	Prem. loss, primary tooth	0.00	0.00	0.00
15104	Deep dentinal/cemental caries	0.00	0.00	0.00
15105	Caries/decay	0.00	0.00	0.00
15106	Incipient Caries	0.00	0.00	0.00
15107	Recurring caries/surface restor	0.00	0.00	0.00
15108	Restoration, poor marg. integrity	0.00	0.00	0.00
15109	Fractured restoration	0.00	0.00	0.00
15110	Fractured th, needs restoration	0.00	0.00	0.00
15111	Non-functional tooth	0.00	0.00	0.00
15112	Open contact - Mesial	0.00	0.00	0.00
15113	Open contact - Distal	0.00	0.00	0.00
15114	Unerupted tooth	0.00	0.00	0.00
15115	Periapical abscess	0.00	0.00	0.00
20999	Orthopedic splint (orthotic)	0.00	0.00	0.00
209999	Mandibular kinesiograph record	0.00	0.00	0.00
29999	Unspecified restorative procedu	150.00	0.00	0.00
64550	Transcutan. electric. stimulat.	0.00	0.00	0.00
90620	Exam and consultation	0.00	0.00	0.00
95831	Muscle testing	0.00	0.00	0.00
95868	Electromyography	0.00	0.00	0.00
97700	Adjust orthotic/splint	0.00	0.00	0.00

Exhibit C

BUSINESS ASSOCIATE AGREEMENT Between NEW DAY COMMUNITY DENTAL And CLARK COUNTY PUBLIC HEALTH

This Business Associate Agreement for dental services, dated as of June 1, 2015 is entered into between **Clark County Department of Public Health** and **New Day Community Dental**.

Recitals

A. Business Associate provides certain legal services to Covered Entity (the “Services”) which sometimes may involve (i) the use or disclosure of Protected Health Information (as defined below) by Business Associate, (ii) the disclosure of Protected Health Information by Covered Entity (or another business associate of Covered Entity) to Business Associate, or (iii) the creation, receipt, maintenance, or transmission of Electronic Protected Health Information (as defined below) by Business Associate. Accordingly, the use, disclosure, transmission, or maintenance of Protected Health Information by Business Associate is subject to the privacy regulations (the “HIPAA Privacy Regulations”) and the security regulations (the “HIPAA Security Regulations”) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and 45 C.F.R. Parts 160 and 164 with respect to such Services. This Agreement is intended to document the business associate assurances required by the HIPAA Privacy Regulations (at 45 C.F.R. § 164.504(e)), and the HIPAA Security Regulations (at 45 C.F.R. § 164.314(a)).

B. This Agreement will govern the terms and conditions under which Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, use, disclose, maintain, transmit or receive, Protected Health Information on behalf of Covered Entity. This Agreement will also govern the terms and conditions under which Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, receive, maintain or transmit, EPHI on behalf of Covered Entity.

Agreement

1. **Definitions**. Capitalized terms used in this Agreement, but not otherwise defined in this Agreement, shall have the same meanings as those terms in the HIPAA Privacy Regulations and the HIPAA Security Regulations. Unless otherwise stated, a reference to a “Section” is to a Section in this Agreement. For purposes of this Agreement, the following terms shall have the following meanings.

1.1 **Breach**. “Breach” shall have the same meaning as the term “breach” in 45 C.F.R. § 164.402.

1.2 Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.

1.3 Electronic Protected Health Information or EPHI. “Electronic Protected Health Information” or “EPHI” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.4 Individual. “Individual” shall mean the person who is the subject of Protected Health Information as provided in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 Individually Identifiable Health Information. “Individually Identifiable Health Information” shall have the same meaning as the term “individually identifiable health information” in 45 C.F.R. § 160.103.

1.6 Protected Health Information or PHI. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7 Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

1.8 Secretary. “Secretary” shall mean the Secretary of the federal Department of Health and Human Services or that person’s designee.

1.9 Security Incident. “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.

1.10 Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in 45 C.F.R. § 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

2. Permitted Uses and Disclosures by Business Associate.

2.1 General. Except as otherwise specified in this Agreement, Business Associate may use or disclose PHI to perform its obligations for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the HIPAA Privacy Regulations if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

2.2 Other Permitted Uses. Except as otherwise limited by this Agreement, Business Associate may use PHI it receives or creates in its capacity as a business associate of Covered Entity, if necessary:

2.2.1 for the proper management and administration of Business Associate;

2.2.2 to carry out the legal responsibilities of Business Associate; or

2.2.3 to provide Data Aggregation services to Covered Entity which relate to the health care operations of Covered Entity in accordance with the HIPAA Privacy Regulations.

2.3 Other Permitted Disclosures. Except as otherwise limited by this Agreement, Business Associate may disclose to a third party PHI it receives or creates in its capacity as a business associate of Covered Entity for the proper management and administration of Business Associate, provided that:

2.3.1 The disclosure is Required By Law; or

2.3.2 Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that (i) the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and (ii) the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 De-Identified Information. Health information that has been de-identified in accordance with the requirements of 45 C.F.R. §§ 164.514 and 164.502(d) and is therefore not Individually Identifiable Health Information (“De-Identified Information”) is not subject to the provisions of this Agreement. Covered Entity may disclose PHI to Business Associate to use for the purpose of creating De-Identified Information, whether or not the De-Identified Information is to be used by Covered Entity.

3. Obligations and Activities of Business Associate Regarding PHI.

3.1 Limitations on Uses and Disclosures. Business Associate will not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law.

3.2 Safeguards. Business Associate will use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

3.3 Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

3.4 Reporting. Business Associate will report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.

3.5 Agents and Subcontractors. Business Associate will ensure that any agent, including any subcontractor, to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

3.6 Access. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity, Business Associate will make such PHI available to Covered Entity or, as directed by Covered Entity to an Individual, that is necessary for Covered Entity to respond to Individuals’ requests for access to

PHI about them in accordance with 45 C.F.R. § 164.524. Business Associate will provide such PHI in an electronic format upon request by Covered Entity unless it is not readily producible in such format in which case Business Associate will provide Covered Entity a standard hard copy format.

3.7 Amendment of PHI. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity or an Individual, Business Associate will make any requested amendment(s) or correction(s) to PHI in accordance with 45 C.F.R. § 164.526.

3.8 Disclosure Documentation. Business Associate will document its disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.9 Accounting of Disclosures. Within thirty (30) days of receiving a request from Covered Entity, Business Associate will provide to Covered Entity information collected in accordance with Section 3.8 of this Agreement, as necessary to permit Covered Entity to make an accounting of disclosures of PHI about an Individual in accordance with 45 C.F.R. § 164.528.

3.10 Access to Business Associate's Internal Practices. Except to the extent that it violates or interferes with attorney-client privilege, the duty of client confidentiality, or the applicable rules of professional responsibility, Business Associate will make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of (a) PHI received from, or created or received by Business Associate on behalf of, Covered Entity; and (b) EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, available to the Secretary or to Covered Entity, in a time and manner designated by the Secretary or reasonably specified by Covered Entity, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Regulations and HIPAA Security Regulations.

3.11 Breach Notification. Business Associate, following the discovery of a Breach of Unsecured Protected Health Information, shall notify Covered Entity of such breach. Except as otherwise required by law, Business Associate shall provide such notice without unreasonable delay, and in no case later than thirty (30) calendar days after discovery of the Breach.

3.11.1 Notice to Covered Entity required by this Section 3.11 shall include: (i) to the extent possible, the names of the individual(s) whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Breach; (ii) a brief description of what happened including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured Protected Health Information that were involved in the Breach; (iv) a brief description of what Business Associate is doing or will be doing to investigate the Breach, to mitigate harm to the individual(s), and to protect against further Breaches; and (v) any other information that Covered Entity determines it needs to include in notifications to the individual(s) under 45 C.F.R. § 164.404(c).

3.11.2 After receipt of notice, from any source, of a Breach involving Unsecured Protected Health Information used, disclosed, maintained, or otherwise possessed by Business Associate or of a Breach, involving Unsecured Protected Health Information, for which the Business Associate is otherwise responsible, Covered Entity may in its sole discretion (i) require Business Associate, at Business Associate's sole expense, to use a mutually agreed upon written notice to notify, on Covered Entity's behalf, the individual(s) affected by the Breach, in accordance with the notification requirements set forth in 45 C.F.R. § 164.404, without unreasonable delay, but in no case later than sixty (60) days after discovery of the Breach; or (ii) elect to provide notice to the individual(s) affected by the Breach.

4. Obligations of Covered Entity.

4.1 Requested Restrictions. Covered Entity shall notify Business Associate, in writing, of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, which permits an Individual to request certain restrictions of uses and disclosures, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4.2 Changes in or Revocation of Permission. Covered Entity will notify Business Associate in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.

4.3 Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Regulations and HIPAA Security Regulations if done by Covered Entity, except to the extent that Business Associate will use or disclose PHI for Data Aggregation or management and administrative activities of Business Associate.

5. Security Restrictions on Business Associate.

5.1 General. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security Regulations.

5.2 Agents; Subcontractors. Business Associate will ensure that any agent, including a subcontractor, to whom Business Associate provides EPHI agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of such EPHI.

5.3 Reporting of Security Incidents. Business Associate shall report to Covered Entity any Security Incident affecting EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, of which Business Associate becomes aware. This Section constitutes notice to Covered Entity of routine and ongoing attempts to gain unauthorized access to Business Associate's information systems (each an "Unsuccessful Attack"), including but not limited to pings, port scans, and denial of service attacks, for which

no additional notice shall be required provided that no such incident results in unauthorized access to Electronic PHI.

5.4 HIPAA Security Regulations Compliance. Business Associate agrees to comply with Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations.

6. Term and Termination.

6.1 Term. This Agreement shall take effect on the Effective Date (as defined below), and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section 6.

6.2 Termination for Cause. If Covered Entity determines that Business Associate has breached a material term of this Agreement, Covered Entity will provide written notice to Business Associate which sets forth Covered Entity's determination that Business Associate breached a material term of this Agreement, and Covered Entity may:

6.2.1 Provide written notice to Business Associate which provides an opportunity for Business Associate to cure the breach or end the violation, as applicable. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, then Covered Entity may immediately thereafter terminate this Agreement; or

6.2.2 Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

6.2.3 If neither termination nor cure are feasible as provided in Sections 6.2.1 and 6.2.2 of this Agreement, Covered Entity will report the violation to the Secretary.

6.3 Effect of Termination.

6.3.1 Except as provided in Section 6.3.2 of this Agreement, upon termination of this Agreement, for any reason, Business Associate will return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision also applies to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the PHI.

6.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate will provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon reasonable determination that return or destruction of PHI is infeasible, Business Associate will extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Qualified Service Organization Agreement. Covered Entity and Business Associate hereby acknowledge that Business Associate and its agents and employees have, as applicable,

complied, and will comply, with 42 USC §290dd-2 and 42 CFR Ch. 1, part 2, §§2.11 et seq. (the “Federal Drug and Alcohol Regulations”) in that:

7.1 The parties acknowledge that if Business Associate receives, processes, reviews, or otherwise deals with any Covered Entity patient records during the course of the Services Business Associate and its employees will be providing to Covered Entity, that each and every one of said employees will be fully bound by the Federal Drug and Alcohol Regulations;

7.2 Each of Business Associate’s employees and agents will maintain Covered Entity’s patient identifying information in accordance with federal and state confidentiality rules governing drug and alcohol treatment records;

7.3 Each of Business Associate’s employees and agents will comply, as applicable, with the limitations on disclosure, redisclosure and use set forth in 42 CFR Ch. 1, part 2, §§ 2.16 and 2.53; and

7.4 If necessary, each of Business Associate’s employees and agents will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Federal Drug and Alcohol Regulations.

8. Miscellaneous.

8.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Privacy Regulations or the HIPAA Security Regulations means the section as in effect or as amended.

8.2 Amendment. If any new state or federal law, rule, regulation, or policy, or any judicial or administrative decision, affecting the use or disclosure of PHI is enacted or issued, including but not limited to any law or regulation affecting compliance with the requirements of the HIPAA Privacy Regulations or the HIPAA Security Regulations, the parties agree to take such action in a timely manner and as is necessary for Covered Entity and Business Associate to comply with such law, rule, regulation, policy or decision. If the parties are not able to agree on the terms of such an amendment, either party may terminate this Agreement on at least thirty (30) days’ prior written notice to the other party.

8.3 Survival. The respective rights and obligations of Business Associate under Section 6.3 of this Agreement (“Effect of Termination”) shall survive the termination of this Agreement.

8.4 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the Federal Drug and Alcohol Regulations. The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

8.5 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 Business

Associate and Covered Entity and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8.6 Assignment. This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld; provided that no such consent shall be required for either party's assignment or transfer of this Agreement in connection with a sale or transfer of all or substantially all of the business or assets of the assigning party. This Agreement shall be binding on and inure to the benefit of the parties hereto and their permitted successors and assigns.

8.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior communications, representations, and agreements, oral or written, of the parties with respect to its subject matter.

8.8 Severability and Waiver. The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision of this Agreement.

8.9 Notices. Any notices permitted or required by this Agreement will be addressed as follows or to such other address as either party may provide to the other:

If to Covered Entity: Clark County Department of Public Health
 Attn: Kathy Smith, Contracts and Grants
 PO Box 9825
 Vancouver, WA 98666-8825

If to Business Associate: Attention:

8.10 Counterparts. This Agreement may be executed in multiple counterparts, all of which together will constitute one agreement, even though all parties do not sign the same counterpart.

8.11 Effective Date. This Agreement will become effective on the date first written above.

EXHIBIT "D"



Public Health
1601 E. Fourth Plain Blvd.
P. O. Box 9825
Vancouver, WA 98666-8825
(360) 397-8000

DENTAL PRE-AUTHORIZATION REQUEST FORM

Please complete this pre-authorization prior to providing each service that you will be requesting reimbursement for. (We are using Part A HIV funding for the reimbursement, as described in our contract). Please fax the pre-authorization to us at (360) 397-8212.

Contact Information:

**For questions, please call Ellen Welsh at (360) 397-8000 ext 7373 or case management staff at (360) 397-8060, then press the appropriate number:
1 for Sherie Nicholson; 2 for Matthew Birkeland; 3 for Ebony Frison; 4 for Ryan Lutz**

Patient Information:

Patient Name:	Patient ID Number:
Date of Birth:	Patient EIP Number:

Insurance information:

Does patient have EIP dental coverage? Yes No

If yes, have you confirmed patient's EIP dental status? Yes No *(If you have not checked patient's EIP status, please contact EIP at 1-877-376-9316)*

If yes, how much EIP dental funding is available to the patient? _____

If patient does not have EIP dental coverage, are they covered under a third party insurance policy?
 Yes No

Policy Name: _____ Policy Number _____

Policy Contact number: _____

If client does not have either EIP Dental or a third party insurance policy, please note whether they are covered under: Medicare Yes No Medicaid Yes No

Dental Provider Information:

Requesting provider:	Office Address:
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Requesting facility:	
Office contact number:	Office Fax Number:

Treatment Request:

Check Appropriate Request:

Treatment Plan: The entire proposed treatment plan requires prior authorization.

➤ **Attach the proposed treatment plan with costs for approval.**

Specialty Referral: Endodontist Oral Surgeon Dentures Other: _____

Clark County Public Health Determination:

Check Appropriate Response:

Authorized

Amount: _____. Please submit invoice within 60 days from this date.

Not Authorized

Reason: _____

Signature:

Date:

Thank you for your partnership.