Health Services
LOS ANGELES COUNTY

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21 April 9, 2013

SACHI A. HAMAI
EXECUTIVE OFFICER

Los Angeles County
Board of Supervisors

Gloria Molina
First District

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Second District

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Chief Medical Officer

Christina Ghaly, M.D.
Deputy Director, Strategic Planning

313 N. Figueroa Street, Suite 912
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To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners.

www.dhs.lacounty.gov

April 09, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF AMENDMENTS TO EXTEND FIVE DENTAL SERVICES AGREEMENTS
(SUPERVISORIAL DISTRICTS 1, 2 & 4)
(3 VOTES)

SUBJECT

Request approval of amendments to extend agreements with Roger P. Fieldman, DDS, Inc., and Sullivan and Urban Dental Management Firm, Inc. for the continued provision of dental services at five Los Angeles County comprehensive health centers and to delegate authority to the Director of Health Services to execute future amendments to the agreements to address the assignment of HITECH Act "eligible professional" incentive payments to the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman to sign the attached Amendment No. 2 (Exhibit I), to Proposition A (Prop A) Agreement No. 76418 with Roger P. Fieldman, DDS, Inc. (Roger P. Fieldman), effective upon approval by the Board, to extend the term of the Agreement for the period of May 1, 2013 through December 31, 2013 for the continued provision of dental services at Edward R. Roybal Comprehensive Health Center (Roybal CHC) and increase the maximum obligation of the Agreement by $512,419 for the extended period.

2. Approve and instruct the Chairman to sign the attached Amendment No. 2

(Exhibit II), to Prop A Agreement No. 76419 with Roger P. Fieldman, effective upon approval by the Board, to extend the term of the Agreement for the period of May 1, 2013 through December 31, 2013 for the continued provision of dental services at El Monte Comprehensive Health Center (El Monte CHC) and increase the maximum obligation of the Agreement by $522,881 for the extended period.

3. Approve and instruct the Chairman to sign the attached Amendment No. 2 (Exhibit III), to Prop A Agreement No. 76420 with Roger P. Fieldman, effective upon approval by the Board, to extend the term of the Agreement for the period of May 1, 2013 through December 31, 2013 for the continued provision of dental services at Hubert H. Humphrey Comprehensive Health Center (Humphrey CHC) and increase the maximum obligation of the Agreement by $565,360 for the extended period.

4. Approve and instruct the Chairman to sign the attached Amendment No. 2 (Exhibit IV), to Prop A Agreement No. 77528 with Roger P. Fieldman, effective upon approval by the Board, to extend the term of the Agreement for the period of May 1, 2013 through December 31, 2013 for the continued provision of dental services at H. Claude Hudson Comprehensive Health Center (Hudson CHC) and increase the maximum obligation of the Agreement by $535,218 for the extended period.

5. Approve and instruct the Chairman to sign the attached Amendment No. 2 (Exhibit V), to Prop A Agreement No. 76421 with Sullivan and Urban Dental Management Firm, Inc. (Sullivan and Urban), effective upon approval by the Board, to extend the term of the Agreement for the period of May 1, 2013 through December 31, 2013 for the continued provision of both Prop A and HIV/AIDS dental services at Long Beach Comprehensive Health Center (Long Beach CHC) and increase the maximum obligation of the Agreement by $242,465 and $41,428, for Prop A and HIV/AIDS dental services, respectively, for the extended period.

6. Delegate authority to the Director of Health Services (Director), or his designee, to execute a future amendment to each of the Dental Services Agreements with Roger P. Fieldman and Sullivan and Urban to require the Contractors to assign “eligible professional” (EP) incentive payments available under the HITECH Act to the County of Los Angeles, Department of Health Services (DHS or the Department) and permit a one-time only reimbursement, up to $1,500, to each Contractor as EPs, to be applied toward the purchase of an electronic device and other DHS-approved technology.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first five recommendations is necessary to ensure the continued provision of Prop A dental services at Roybal CHC, El Monte CHC, Humphrey CHC, Hudson CHC, and Long Beach CHC (Long Beach CHC includes an HIV/AIDS dental service component) while the Department completes a Request for Proposals (RFP) solicitation process. The current Agreements expire on April 30, 2013. The eight-month extension period will allow the Department time to review responses, negotiate contract terms and conditions with the recommended Proposer(s), expedite potential appeal processes and obtain Board approval of successor Agreements.

Approval of the last recommendation will authorize the Director, or his designee, to amend the existing Dental Services Agreements in the future to require Roger P. Fieldman and Sullivan and Urban to assign their EP incentive payments to the County/DHS to provide needed funding for the Electronic Health Record (now known as ORCHID) System implementation. Additionally, approval of the last recommendation will permit DHS to reimburse each dentist under contract who is an EP up to $1,500, on a one-time only basis during the term of these agreements, to help fund the purchase of an electronic device and other DHS-approved technology.

On December 18, 2012, the Board delegated authority to the Director to similarly amend agreements with other contracted EPs to address the assignment of HITECH Act EPs incentive payments to the Department and provide the same type reimbursement up to $1,500. The delegation requested in the last recommendation will ensure that these Dental Services Agreements are consistent with the Department's strategy to pursue assignment of contracted EPs' incentives to DHS.

Implementation of Strategic Plan Goals

The recommendations support Goal 1, Operational Effectiveness, and Goal 2, Fiscal Sustainability, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The maximum obligation for the extension period of May 1, 2013 through December 31, 2013 for all five Agreements is $2,419,771 which consists of $522,881 for El Monte CHC; $535,218 for Hudson CHC; $565,360 for Humphrey CHC; $512,419 for Roybal CHC with Roger P. Fieldman and $242,465 and $41,428 for Long Beach CHC for Prop A and HIV/AIDS dental services, respectively, with Sullivan and Urban. Funding is included in the DHS Fiscal Year (FY) 2012-13 Final Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As a result of an initial Prop A compliant RFP process, DHS contracted with Roger P. Fieldman to provide dental services to the residents of Los Angeles County at El Monte CHC, Humphrey CHC, and Roybal CHC on December 18, 2007 and at Hudson CHC on June 7, 2011. DHS also contracted with Sullivan and Urban to provide dental services (Prop A and HIV/AIDS) to the residents of Los Angeles County at Long Beach CHC on December 18, 2007, under the Prop A guidelines.

Amendment No. 1 utilized delegated authority to extend the existing Agreements from November 1, 2012 through April 30, 2013. An RFP was released on February 15, 2013 to resolicit these dental services and approval of Amendment No. 2 will allow DHS sufficient time to complete this competitive solicitation process.

During this eight-month extension period, Roger P. Fieldman and Sullivan and Urban shall continue to provide diagnostic, preventive, and restorative dental services at the CHCs.

DHS is in the process of implementing a comprehensive, enterprise-wide ORCHID System that will be deployed across DHS' hospitals, ambulatory clinics, and comprehensive health centers. EPs under contract with the County will be using the ORCHID to fulfill their contractual obligations. All

contractors will be required to execute an assignment agreement which will necessitate that they assign or reassign "eligible professional" incentive payments to the County/DHS. In the event that an EP refuses to assign or reassign the incentive payment, DHS may use its existing authority to terminate that EP's agreement.

These agreements may be terminated by the County with a 60-day written notice to Contractor.

All agreements have the current Living Wage language and the contractors are in compliance with the Living Wage Program.

County Counsel has reviewed and approved Exhibits I, II, III, IV, and V as to use and form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure the continued and uninterrupted provision of Prop A dental services at the five CHCs and will allow DHS to benefit from the assignment or reassignment of "eligible professional" incentive payments from its EP contractors.

Respectfully submitted,

Mitchell H. Katz, M.D.
Director

MHK:adb

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

EXHIBIT I

Agreement No. 76418

DENTAL SERVICES AGREEMENT FOR
EDWARD R. ROYBAL COMPREHENSIVE HEALTH CENTER

Amendment No. 2

This Amendment is made and entered into this 9th day of April, 2013 by and between the COUNTY OF LOS ANGELES (hereafter "County"), and ROGER P. FIELDMAN, DDS, INC. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "Dental Services Agreement for Edward R. Roybal Comprehensive Health Center", dated December 18, 2007, and further identified as Agreement No. 76418, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to extend its term for eight (8) months, up to and including December 31, 2013 and to provide for the other changes set forth herein; and

WHEREAS, Agreement, Paragraph 30, Alteration of Terms, provides that further changes to its terms may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective upon the date of Los Angeles County Board of Supervisors' approval.

2. From November 1, 2012 through December 31, 2013, Contractor's monthly reimbursement shall not exceed the Basic Monthly Charge of $64,052.42, pursuant to the terms of this Agreement, including but not limited to, Exhibit B, Billing and Payment.

76418 Supplement No. 1

3. Paragraph 1, TERM, Subparagraph A, shall be deleted in its entirety and replaced by the following:

"A. This Agreement shall commence on December 18, 2007 and shall continue in full force and effect through December 31, 2013."

4. Paragraph 1, TERM, Subparagraph C, shall be deleted in its entirety and replaced by the following:

"C. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option."

5. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, shall be deleted in its entirety and replaced by the following:

"3. MAXIMUM OBLIGATION OF COUNTY:

A. The Maximum Obligation for all services for the period of December 18, 2007 through April 30, 2013 shall not exceed Three Million Nine Hundred Ninety-Four Thousand Six Hundred Twenty Dollars ($3,994,620)."

B. The Maximum Obligation for the period May 1, 2013 through December 31, 2013 shall not exceed Five Hundred Twelve Thousand Four Hundred Nineteen Dollars ($512,419).

6. Paragraph 8, INDEMNIFICATION AND INSURANCE, Subparagraph B, General Insurance Requirements, Subsection 3, Failure to Maintain Coverage, is deleted in its entirety and replaced by the following:

"3 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said

breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement."

7. Paragraph 8, INDEMNIFICATION AND INSURANCE, Subparagraph B, General Insurance Requirements, is modified to add the following Subsection:

"8. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract."

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

CONTRACTOR:

ROGER P. FIELDMAN, DDS, INC.

By _____
Name

President
Title

COUNTY OF LOS ANGELES

By _____
Mark Ridley-Thomas, Chairman
Board of Supervisors

ATTEST:
SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

ADOPTED
BOARD OF SUPERVISORS

21 APR 09 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:
John Krattli
County Counsel

By _____
Senior Deputy County Counsel

76418 Supplement No. 1

EXHIBIT II

Agreement No. 76419

DENTAL SERVICES AGREEMENT FOR
EL MONTE COMPREHENSIVE HEALTH CENTER

Amendment No. 2

This Amendment is made and entered into this 9th day of April, 2013 by and between the COUNTY OF LOS ANGELES (hereafter "County"), and ROGER P. FIELDMAN, DDS, INC. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "Dental Services Agreement for El Monte Comprehensive Health Center", dated December 18, 2007, and further identified as Agreement No. 76419, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to extend its term for eight (8) months, up to and including December 31, 2013 and to provide for the other changes set forth herein; and

WHEREAS, Agreement, Paragraph 30, Alternation of Terms, provides that further changes to its terms may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective upon the date of Los Angeles County Board of Supervisors' approval.

2. From November 1, 2012 through December 31, 2013, Contractor's monthly reimbursement shall not exceed the Basic Monthly Charge of $65,360.17, pursuant to the terms of this Agreement, including but not limited to, Exhibit B, Billing and Payment.

76419 Supplement No. 1

3. Paragraph, 1, TERM, Subparagraph A, shall be deleted in its entirety and replaced by the following:

"A. This Agreement shall commence on December 18, 2007 and shall continue in full force and effect through December 31, 2013."

4. Paragraph 1, TERM, Subparagraph C, shall be deleted in its entirety and replaced by the following:

"C. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases maybe used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option."

5. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, shall be deleted in its entirety and replaced by the following:

"3. MAXIMUM OBLIGATION OF COUNTY:

A. The Maximum Obligation for all services for the period of December 18, 2007 through April 30, 2013 shall not exceed Four Million Seventy-Six Thousand One Hundred Seventy-Seven Dollars ($4,076,177)."

B. The Maximum Obligation for the period May 1, 2013 through December 31, 2013 shall not exceed Five Hundred Twenty-Two Thousand Eight Hundred Eighty-One Dollars ($522,881)."

6. Paragraph 8, INDEMNIFICATION AND INSURANCE, Subparagraph B, General Insurance Requirements, Subsection 3, Failure to Maintain Coverage, is deleted in its entirety and replaced by the following:

"3. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said

breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement."

7. Paragraph 8, INDEMNIFICATION AND INSURANCE, Subparagraph B, General Insurance Requirements, is modified to add the following Subsection:

"8. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract."

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

CONTRACTOR:

ROGER P. FIELDMAN, DDS, INC.

By Roger Fieldman DDS
Name

President
Title

COUNTY OF LOS ANGELES

By _____
Mark Ridley-Thomas, Chairman
Board of Supervisors

ATTEST:
SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:
John Krattli
County Counsel

By _____
Senior Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
21 APR 09 2013
SACHI A. HAMAI
EXECUTIVE OFFICER

76419 Supplement No 1

EXHIBIT III

Agreement No. 76420

DENTAL SERVICES AGREEMENT FOR
HUBERT H. HUMPHREY COMPREHENSIVE HEALTH CENTER

Amendment No. 2

This Amendment is made and entered into this 9th day of April, 2013 by and between the COUNTY OF LOS ANGELES (hereafter "County"), and ROGER P. FIELDMAN, DDS, INC. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "Dental Services Agreement for Hubert H. Humphrey Comprehensive Health Center", dated December 18, 2007, and further identified as Agreement No. 76420, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to extend its term for eight (8) months, up to and including December 31, 2013 and to provide for the other changes set forth herein; and

WHEREAS, Agreement, Paragraph 30, Alteration of Terms, provides that further changes to its terms may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective upon the date of Los Angeles County Board of Supervisors' approval.

2. From November 1, 2012 through December 31, 2013, Contractor's monthly reimbursement shall not exceed the Basic Monthly Charge of $70,670, pursuant to the terms of this Agreement, including but not limited to, Exhibit B, Billing and Payment.

3. Paragraph 1, TERM, Subparagraph A, shall be deleted in its entirety and replaced by the following:

76420 Supplement No. 1

"A. This Agreement shall commence on December 18, 2007 and shall continue in full force and effect through December 31, 2013."

4. Paragraph 1, TERM, Subparagraph C, shall be deleted in its entirety and replaced by the following:

"C. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option."

5. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, shall be deleted in its entirety and replaced by the following:

"3. MAXIMUM OBLIGATION OF COUNTY:

A. The Maximum Obligation for all services for the period of December 18, 2007 through April 30, 2013 shall not exceed Four Million Four Hundred Seven Thousand Three Hundred Twenty-Two Dollars ($4,407,322)."

B. The Maximum Obligation for the period May 1, 2013 through December 31, 2013 shall not exceed Five Hundred Sixty-Five Thousand Three Hundred Sixty Dollars ($565,360).

6. Paragraph 8, INDEMNIFICATION AND INSURANCE, Subparagraph B, General Insurance Requirements, Subsection 3, Failure to Maintain Coverage, is deleted in its entirety and replaced by the following:

"3 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement."

7. Paragraph 8, INDEMNIFICATION AND INSURANCE, Subparagraph B, General Insurance Requirements, is modified to add the following Subsection:

"8. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract."

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

CONTRACTOR:

ROGER P. FIELDMAN, DDS, INC.

By _____
Name

President
Title

COUNTY OF LOS ANGELES

By _____
Mark Ridley-Thomas, Chairman
Board of Supervisors

ATTEST:
SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21 APR 09 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:
John Krattli
County Counsel

By _____
Senior Deputy County Counsel

76420 Supplement No. 1

EXHIBIT IV

Agreement No. 77528

DENTAL SERVICES AGREEMENT FOR
H. CLAUDE HUDSON COMPREHENSIVE HEALTH CENTER

Amendment No. 2

This Amendment is made and entered into this 9th day of April, 2013 by and between the COUNTY OF LOS ANGELES (hereafter "County"), and ROGER P. FIELDMAN, DDS, INC. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "Dental Services Agreement for H. Claude Hudson Comprehensive Health Center", dated December 18, 2007, and further identified as Agreement No. 77528, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to extend its term for a period of eight (8) months, up to and including December 31, 2013 and to provide for the other changes set forth herein; and

WHEREAS, Agreement, Paragraph 8.1, Amendments, provides that further changes to its term may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective upon the date of Los Angeles County Board of Supervisors' approval.

2. From November 1, 2012 through December 31, 2013, Contractor's monthly reimbursement shall not exceed the Basic Monthly Charge of $66,902.25, pursuant to the terms of this Agreement, including but not limited to, Exhibit B, Pricing Schedule.

3. Paragraph 4.0, TERM OF AGREEMENT, Subparagraph 4.1, shall be deleted in its entirety and replaced by the following:

77528 Supplement No. 1

"4.1. This Agreement shall commence on June 7, 2011 and shall continue in full force and effect through December 31, 2013."

4. Paragraph 4.0, TERM OF AGREEMENT, Subparagraph 4.2, shall be deleted in its entirety and replaced by the following:

"4.2 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option."

5. Paragraph 5.0, AGREEMENT SUM, BILLING AND PAYMENT, shall be deleted in its entirety and replaced by the following:

"5.0 AGREEMENT SUM, BILLING AND PAYMENT:

A. The Maximum Obligation for all services for the period of June 7, 2011 through April 30, 2013 shall not exceed One Million Four Hundred Seventy-One Thousand Eight Hundred Forty-Nine Dollars ($1,471,849)."

B. The Maximum Obligation for the period May 1, 2013 through December 31, 2013 shall not exceed Five Hundred Thirty Five Thousand Two Hundred Eighteen Dollars ($535,218).

6. Paragraph 8, INDEMNIFICATION AND INSURANCE, Subparagraph B, General Insurance Requirements, Subsection 3, Failure to Maintain Coverage, is deleted in its entirety and replaced by the following:

"3 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance,

and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement."

7. Paragraph 8, INDEMNIFICATION AND INSURANCE, Subparagraph B, General Insurance Requirements, is modified to add the following Subsection:

"8. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract."

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR:

ROGER P. FIELDMAN, DDS, INC.

By _____
Name

President
Title

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

COUNTY OF LOS ANGELES

By _____
Mark Ridley-Thomas, Chairman
Board of Supervisors

77528 Supplement No. 1

ATTEST:
SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

ADOPTED
BOARD OF SUPERVISORS

21 APR 09 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:
John Krattli
County Counsel

By _____
Senior Deputy County Counsel

EXHIBIT V

Agreement No. 76421

DENTAL SERVICES AGREEMENT FOR
LONG BEACH COMPREHENSIVE HEALTH CENTER

Amendment No. 2

This Amendment is made and entered into this 9th day of April, 2013 by and between the COUNTY OF LOS ANGELES (hereafter "County"), and SULLIVAN AND URBAN DENTAL MANAGEMENT FIRM, INC. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "Dental Services Agreement for Long Beach Comprehensive Health Center", dated December 18, 2007, and further identified as Agreement No. 76421, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to extend its term for eight (8) months, up to and including December 31, 2013 and to provide for the other changes set forth herein; and

WHEREAS, Agreement, Paragraph 30, Alternation of Terms, provides that further changes to its terms may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective upon the date of Los Angeles County Board of Supervisors' approval.

2. From November 1, 2012 through December 31, 2013, Contractor's monthly reimbursement shall not exceed the Basic Monthly Charge of $30,308.08 for Proposition A dental services, as described in Exhibit A.1 and $5,178.50 for HIV/AIDS dental services, as described in Exhibit A.2. This payment shall be subject to the terms and conditions of this Agreement, including but not limited to, Exhibit B and B-1.

76421 Supplement No. 1

3. Paragraph, 1, TERM, Subparagraph A, shall be deleted in its entirety and replaced by the following:

"A. This Agreement shall commence on December 18, 2007 and shall continue in full force and effect through December 31, 2013."

4. Paragraph 1, TERM, Subparagraph C, shall be deleted in its entirety and replaced by the following:

"C. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases maybe used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option."

5. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, shall be deleted in its entirety and replaced by the following:

"3. MAXIMUM OBLIGATION OF COUNTY:

A. Proposition A Dental Services: The Maximum Obligation for all Proposition A dental services, as described in Exhibit A.1 herein, for the period of December 18, 2007 through April 30, 2013 shall not exceed One Million Nine Hundred Forty-Eight Thousand Five Hundred Ninety One Dollars ($1,948,591)."

B. Non-Proposition A – HIV/AIDS Dental Services: The Maximum Obligation for all Non-Proposition A – HIV/AIDS services, as described in Exhibit A.2 herein, for the period May 1, 2013 through December 31, 2013 shall not exceed Two Hundred Forty-Two Thousand Four Hundred Sixty-Five Dollars ($242,465)."

6. Paragraph 8, INDEMNIFICATION AND INSURANCE, Subparagraph B, General Insurance Requirements, Subsection 3, Failure to Maintain Coverage, is deleted in its entirety and replaced by the following:

"3 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement."

7. Paragraph 8, INDEMNIFICATION AND INSURANCE, Subparagraph B, General Insurance Requirements, is modified to add the following Subsection:

"8. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract."

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

CONTRACTOR:

SULLIVAN AND URBAN DENTAL MANAGEMENT FIRM, INC.

By _____
Name

_____
Title

COUNTY OF LOS ANGELES

By _____
Mark Ridley-Thomas, Chairman
Board of Supervisors

ATTEST:
SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
21 APR 09 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:
John Krattli
County Counsel

By _____
Senior Deputy County Counsel

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