

**Dental Capacity Funding  
Letter of Agreement  
Between  
San Mateo Health Commission d/b/a Health Plan of San Mateo (HPSM)  
And  
San Mateo Medical Center (SMMC)**

This Letter of Agreement (Agreement) is made this \_\_\_\_ day of \_\_\_\_\_ 2026, by and between San Mateo Health Commission d/b/a Health Plan of San Mateo, a public entity, herein referred to as “HPSM”, and San Mateo Medical Center, herein referred to as “SMMC”. HPSM and SMMC may be referred to individually as a “Party” and collectively as “Parties.”

**I. Parties.**

- A. HPSM is an independent public agency established by the San Mateo County Board of Supervisors, pursuant to California Welfare and Institutions Code Section 14087.51 serving primarily Medicaid and Medicare beneficiaries in San Mateo County, California.
- B. SMMC is a Federally Qualified Health Center (“FQHC”) providing primary care and dental services in San Mateo County, California.

**II. Funding Description:**

On February 12, 2025, the San Mateo Health Commission (Commission) approved funding for SMMC to expand dental capacity to increase access to dental care for medically underserved community members utilizing the North County Wellness Center in South San Francisco, California. The Commission approved funding of One Million Six Hundred Thousand Dollars and no cents (\$1,600,000.00). As a result of this funding, SMMC projects to yearly increase access to dental visits at the North County Wellness Center.

**III. Terms:**

- A. SMMC agrees to use the payment associated with this Agreement to recruit and hire clinical dental staff to provide services to South San Francisco underserved community members, as well as assist in the construction of six dental operatory units in the North County Wellness Center to increase access to dental care for medically underserved community members in South San Francisco, California.
- B. HPSM reserves the right to request upon reasonable advanced written notice expenditures incurred by SMMC that this Agreement supports at any time during the period March 1, 2026, through February 28, 2028.
- C. Upon opening of the six new dental operatory units at the North County Wellness Center, HPSM will measure the number of dental visits. HPSM may request that SMMC present a plan to increase capacity for San Mateo County residents if the number of visits is significantly below 5,500 per year for the first two years of operation.
- D. Grant for Dental Providers (i.e., Licensed Dentists, Dental Hygienists, and/or Registered Dental Assistants): The terms of the funding for recruitment and hiring of dental providers are set forth in the attached Exhibit A and incorporated into this Agreement by reference.
- E. Construction of Six Dental Operatory Units. The terms of the funding for construction of six dental operatory units are set forth in the attached Exhibit B and incorporated herein by reference.

- IV. Effect of Grant and Annual Reevaluation:** SMMC hereby warrants and represents that due to its prior documentation of the expected effect of the grant, SMMC expects that the funds will contribute meaningfully to SMMC's ability to maintain or increase the availability, or enhance the quality, of services provided to a medically underserved population. With regard to any applicable continuing promises or obligations that may last longer than one year, on or before the annual anniversary of the effective date of this Agreement, SMMC shall evaluate, at reasonable intervals and at least annually, and document whether the Agreement continues to meaningfully contribute to the health center's ability to maintain or increase the availability, or enhance the quality, of services provided to medically underserved population(s). SMMC shall report its findings to HPSM no later than 90 calendar days after it completes its annual evaluation.
- V. No Federal Reimbursement.** Neither HPSM nor SMMC will claim payment in any form from a Federal health care program for the recruitment and retention grant and construction grant covered under this Agreement.
- VI. No Referrals:** The Parties expressly agree that nothing contained in this Agreement is made in consideration of Dental Providers or SMMC making patient or member referrals for HPSM or SMMC to, or generate business for HPSM or SMMC, as a condition for receiving the benefits. Neither Party will knowingly or intentionally conduct himself or herself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medical programs. SMMC is not otherwise restricted from referring or otherwise generating business for any entity of his or her choosing other than HPSM.
- VII. Volume.** The amount the grant award set forth in this Agreement will not vary, be adjusted, or negotiated, based on the volume or value of any expected business generation or referrals to HPSM or SMMC.
- VIII. Indemnification.** Provider agrees to indemnify, defend, and hold harmless HPSM for any claims, disputes, or litigation brought by Practitioners or other third parties regarding payments made or allegedly due under this Agreement.
- IX. Third Party Beneficiaries.** There are no third-party beneficiaries to this Agreement. The Agreement may only be enforced by the parties.
- X. Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the illegal or unenforceable provision shall be stricken.
- XI. Waiver.** No waiver of any provision of this Agreement or of the breach of any provision of this Agreement shall be effective unless it is written and signed by the party against whom it runs. No waiver shall be deemed a waiver of any other matter.
- XII. Compliance with Applicable Law.** SMMC agrees to comply with all applicable federal, State, and local laws, ordinances, and regulations.
- XIII. No Right of Assignment or Delegation.** SMMC may not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement, with the exception of any needed subcontractors, which shall agree to be bound by all applicable terms and conditions of this Agreement. Any other attempted assignment shall be null and void and is considered a material breach of this Agreement.

**XIV. Entire Agreement.** This Agreement and the exhibits incorporated herein represent the complete, total and final understanding of the parties, and no other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties hereto at the time of execution.

**XV. Notices.** Any notice, request, or other communication required or which may be given relative to this Agreement shall be in writing and shall be delivered or sent postage prepaid by certified, registered or express mail, courier services (Federal Express, UPS, etc.) or other means which can provide written proof of deliver and shall be deemed given two (2) days after the date of mailing unless written proof indicates differently, and is to be addressed as follows:

In the case of PLAN, to:  
Health Plan of San Mateo  
Attn: Chief Executive Officer  
801 Gateway Blvd., Suite 100  
South San Francisco, CA 94080

In the case of SMMC, to:  
San Mateo Medical Center  
Attn: Chief Executive Officer  
Address: 222 W. 39<sup>th</sup> Avenue  
San Mateo, CA 94403

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers:

Agreed to on behalf of HPSM:

Signature :   
Name : Patrick Curran  
Title : CEO  
Date : February 5, 2026

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

## EXHIBIT A

### Terms of the Grant for Dental Providers

1) SMMC agrees to use any payments received from HPSM for recruitment under this Agreement in accordance with the following terms:

- a) The award amount shall be \$1,000,000.
- b) Payment shall be made by HPSM following submission of an invoice by SMMC to HPSM upon proof of successful hiring of three qualifying Licensed Dentists credentialed by HPSM, six Registered Dental Assistants, and two Registered Dental Hygienists.

2) Reporting:

- a) SMMC will report the following via email to [grants@hpsm.org](mailto:grants@hpsm.org) and [Luarnie.bermudo@hpsm.org](mailto:Luarnie.bermudo@hpsm.org):

| Required Documentation       | Timeline to Submit                                           |
|------------------------------|--------------------------------------------------------------|
| Proof of Hire and FTE Status | Within 90 days of hire, required for payment to be disbursed |

3) Payment:

- a) Upon receipt of fully executed Agreement and fulfillment of documentation requirements for payment listed above, SMMC is expected to submit invoice to HPSM via email to [Finance.AP@hpsm.org](mailto:Finance.AP@hpsm.org).
- b) Payment will be made to SMMC within thirty (30) days of receipt of invoice, provided requirements have been met to the satisfaction of HPSM.
- c) SMMC agrees that this payment applies solely for the period outlined above and does not imply ongoing funding.

**EXHIBIT B**  
**Construction Scope of Work and Reporting Requirements**

The Scope of Work shall include all tasks, completion timelines, responsible parties, deliverables, and any other obligations as set forth below:

- 1) SMMC agrees to use any payments received from HPSM for construction under this Agreement in accordance with the following terms:
  - a) The award amount shall be \$600,000.
    - i) Upon receipt of fully executed Agreement and fulfillment of documentation requirements for payment listed above, SMMC is expected to submit invoice to HPSM via email to [Finance AP@hpsm.org](mailto:Finance.AP@hpsm.org).
    - ii) Payment will be made to SMMC within thirty (30) days of receipt of invoice, provided requirements have been met to the satisfaction of HPSM.
    - iii) SMMC agrees that this payment applies solely for construction of dental operatory units during the period March 1, 2026, through February 28, 2028.
- 2) SMMC shall provide HPSM annual reports by first day of March during the term of this Agreement. Reports shall include but are not limited to a narrative of the project status.