

**SECOND AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
SONRISAS DENTAL HEALTH, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Sonrisas Dental Health Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an agreement for dental health services on August 6, 2019, for the term of September 1, 2019 through August 31, 2022, in an amount not to exceed \$500,000 ("Agreement"); and

WHEREAS, the parties amended the Agreement on February 11, 2020, to add Attachment H-Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements to the Agreement ("First Amendment");

WHEREAS, the parties now wish to amend the Agreement to increase the do not exceed amount to from \$500,000 to \$900,000.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Section 1.5.1 of the Agreement, governing Maximum Amount, is amended to read as follows:

In full consideration of Contractor's performance of the services described in Exhibit A, the amount that County shall pay for services rendered under this Agreement shall not exceed NINE HUNDRED THOUSAND DOLLARS (\$900,000).

2. Exhibit B, Section III, is amended to read as follows:

Contractor shall track and keep records on all scheduled referrals, no-show rates, and status of services provided relative to the \$900,000 cap for the 3-year term. Contractor shall provide reports on a monthly basis in the form prescribed by SMMC to track the amount of funds that have been charged by Contractor against the \$900,000 authorized to be expended under this contract. These reports shall be sent to: San Mateo Medical Center, Dental Manager, 222 W. 39th Ave, San Mateo, CA 94403.

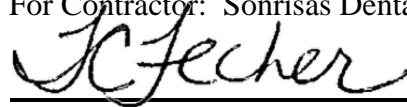
3. Exhibit B, Section IV, is amended to read as follows:

The maximum that County shall be obligated to pay under this Agreement is NINE HUNDRED THOUSAND DOLLARS (\$900,000). In the event this maximum is reached during the contract term, the agreement may be amended, provided however, that no payments in excess of the maximum amount stated have or shall be made unless and until a contract authorizing such payment is executed by persons authorized to enter into such a contract. Contractor shall not be obligated to provide services pursuant to this Agreement for which it would not be paid after the maximum payment amount is reached.

4. All other terms and conditions of the Agreement dated August 6, 2019, and as amended on February 11, 2020, shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Sonrisas Dental Health, Inc



Contractor Signature

9/27/21

Date

Sonrisas Dental Health

Contractor Name (please print)

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**For County:**

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board