

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SONRISAS DENTAL HEALTH INC**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2023, 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 services on September 8, 2021; and

WHEREAS, on April 29 2022 the parties extended the term of the Agreement by eight months through December 31, 2022, and increased the amount by \$58,220 to an amount not to exceed \$123,220.

WHEREAS, on January 4, 2023 the parties extended the term of the Agreement by two months through February 28, 2023, and increased the amount by \$25,000 to an amount not to exceed \$148,220.

WHEREAS, the parties wish to amend the Agreement extending the term by ten months through December 31, 2023, and increase the amount by \$98,000 to an amount not to exceed \$246,220, and updating the performance objectives.

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

1. Section 3, Payments of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed TWO HUNDRED FORTY-SIX THOUSAND TWO HUNDRED AND TWENTY DOLLARS (\$246,220). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement. All invoices must be approved by the Director of the Healthcare for the Homeless /Farmworker Health or their designee. Invoices must be sent to: SMMC-Accounts-Payable@smcgov.org. Processing time may be delayed if invoices are not submitted electronically.

2. Section 4, Term of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 1, 2021, through December 31, 2023.

3. Revised Exhibit A (rev. 12/06/22) and Revised Exhibit B (rev. 12/06/22) are hereby replaced in their entirety with Revised Exhibit A (rev. 01/03/23) and Revised Exhibit B (rev. 01/03/23) respectively, copies of which are attached hereto and incorporated into the Agreement by this reference.
4. **All other terms and conditions of the agreement, as previously amended, between the County and Contractor 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

1/30/23
Date

Tracey C Fecher
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Revised Exhibit A
(rev. 01/03/23)

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

To reduce the waitlist for farmworkers and their dependents to receive services at the Saturday Dental Clinic at Coastside Clinic, Sonrisas (Contractor) shall provide a full range of preventive and restorative dental service, as outlined below, to farmworkers and their dependents who work or reside in the Pescadero region. The Health Resources & Services Administration (HRSA) Bureau of Primary Health Care (BPHC) criteria for migratory or seasonal agricultural workers is individuals whose principal employment is in agricultural employment at any time within the past 24 hours months, as well as individuals who are retired or disabled former farmworkers. HRSA defines farmworker dependents as family members who rely on the farmworker's income. Priority should be made to individuals without health insurance, and at least 85% should be adults (18 years of age or older).

Patients requiring more specialized care such as periodontal services, endodontic care and complex prosthodontic treatment will be given a form with information about the San Francisco Dental School program.

Treatment Plan Priorities:

- Alleviate pain
- Restore function
- Prevent further disease
- Consider esthetic results

Diagnostic and Preventative:

- Exam and evaluation
- Routine cleaning
- Digital imaging
- Dental education
- Palliative treatment for dental pain
- Periodontal deep cleaning

Basic Services:

- Composite and amalgam fillings
- Extractions
- Temporary Crowns
- Stainless steel crowns

Major Restorative:

- Qualification for removal prosthetics: 1) no teeth, 2) no posterior occlusion, 3) missing front teeth
- Full Dentures – If the arch is edentulous or teeth needing extraction will cause the arch to become edentulous
- Partial Dentures with metal framework – If three or more teeth are missing in the same posterior quadrant and limited occlusion on the opposing bi-lateral quadrant
- Acrylic-Base stay plate (Flipper) – If one to four anterior teeth are missing in the same arch, or if the needing of an extraction will cause them to be missing

Contractor will coordinate their effort under this Agreement with Puente de la Costa Sur, the core service agency in Pescadero, California, to outreach and identify farmworkers primarily from the Pescadero area for potential services under this Agreement.

The services provided by Contractor will be evaluated by the following objectives and activities:

Objective 1: Provide routine and comprehensive dental services, as outlined above, to farmworkers and their dependents at a site in Pescadero, California.

Contractor will provide dental services to farmworkers and their dependents over the course of up to 760 visits during the contract period, as outlined in Exhibit B. A two (2) hour visit shall count as two (2) visits. No shows will count as a visit. Every effort will be made to minimize No Shows. Contractor should prioritize farmworkers without health insurance, and at least 85% of farmworkers should be adults (18 years of age or older).

Each patient receiving services under this contract will receive a full dental examination, cleaning and a written dental treatment plan. Each patient will be scheduled for a series of appointments to complete their treatment plan, and Contractor will track the clients progress on their dental plan, with the goal to make significant progress in their treatment plans.

For clients requiring major restorative dental services, Contractor will replace missing teeth with dentures to restore full function and improve self-esteem. Contractor will complete any extractions needed to commence denture treatment within three months of the initial visit.

Objective 2: Ensure continuity of care and, if needed, referrals to other health services.

Contractor shall identify each client's health insurance and primary care provider during dental evaluations and provide referrals to clients who are uninsured to the San Mateo County Health Coverage Unit and/or those who do not have a primary care provider to San Mateo Medical Center Coastside Clinic.

In addition, Contractor will provide a Spanish-speaking staff member who has knowledge of medical terminology to serve as an interpreter for Spanish-speaking patients and collect critical health information from farmworker patients.

RESPONSIBILITIES:

The following are the responsibilities and reporting requirements the Contractor must fulfill:

- 1) All demographic information and visit information, as defined by the Healthcare for Homeless/Farmworker Health (HCH/FH) program, will be entered by Contractor into eClinical Works (eCW). Demographic and encounter data will be submitted to the HCH/FH Program with a monthly invoice.
- 2) Monthly invoices and data reports are due to HCH/FH by the 10th day of the following month after services are provided. Contractor shall submit monthly invoices and data reports using templates provided by HCH/FH.
- 3) Monthly meetings with HCH/FH, Puente de la Costa Sur and SMMC Dental program to review agreement objectives, activities and outcome measures and to provide technical or operational assistance, as needed.
- 4) If contractor observes routine and/or ongoing problems in accessing dental care services, Contractor shall track and document problematic occurrences and report this information to HCH/FH for follow up.
- 5) Contractor shall not charge patients for services delivered under this contract.
- 6) When disclosing funding sources and/or reporting on activities funded or covered under this contract, Sonrisas shall acknowledge that activities are supported by an agreement with the San Mateo County HCH/FH program, utilizing funds from HRSA under the Health Center Program authorized under Section 330 of the Public Health Act, as well as San Mateo County District Discretionary Measure K funds approved by the San Mateo County Board of Supervisors.
- 7) Contractor agrees to provide evidence that its Credentialing and Privileging policies and procedures are complying with BPHC requirements and to make any reasonable adjustments to such policies and procedures needed to bring such policies and procedures into compliance.

- 8) Contractor will report any breach of client protected health information to County as soon as it is known to have occurred.
- 9) Contractor agrees to provide evidence that demonstrates compliance requirements pursuant to the HRSA Health Center Program.
- 10) Participate in annual site visit to review program operations and contract compliance. Site visits include a review of patient records to verify the accuracy of invoicing and the documentation of client activities and outcomes. HCH/FH will provide a minimum of two weeks' notice and will work with BHRS to accommodate scheduling.

The HCH/FH Program is responsible for the following under this MOU:

- 1) Evaluate performance of Contractor to ensure that the services being delivered are meeting the agreement objectives and outcomes.
- 2) Review, process and monitor invoices received from Contractor.
- 3) Support Contractor in getting IT support and eCW access at Puente or other Pescadero site.
- 4) Schedule and prepare an agenda for monthly meetings to review the services being delivered under this contract, goals and outcomes.
- 5) Perform at least one site visit during the term of the contract to assess program operations, review data collection and case files and validate program submissions.
- 6) Provide technical assistance to Contractor related to program development, data collection and other HCH/FH related issues, as needed.

Revised Exhibit B
(rev. 01/03/23)

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

County shall pay Contractor at a rate of either \$305 or \$320, according to the below schedule, per each dental visit for farmworkers or farmworker dependents in the Pescadero region, up to a maximum of 760 visits during the contract period. If, at the discretion of the Contractor, a client is scheduled for a two-hour appointment, Contractor can invoice County for two visits for that single two-hour appointment. County shall pay Contractor at a rate of \$305 or \$320 for each No-Show.

Contractor will invoice the HCH/FH Program by the 10th day of the month after rendered services with the number of visits for the previous month.

Period	Service	Maximum Unit	Payment per Unit
September 1, 2021 – December 31, 2022	Dental Service Visits	376	\$305
	No Shows	28	\$305
January 1, 2023 – December 31, 2023	Dental Service Visits & No Shows	384	\$320