

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

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2024, 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 for the term of September 1, 2021, through April 30, 2022, in an amount not to exceed \$65,000; 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; and

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; and

WHEREAS, on March 14, 2023, the parties extended the term by ten months through December 31, 2023, and increased the amount by \$98,000 to an amount not to exceed \$246,220; and

WHEREAS, the parties wish to amend the Agreement to further extend the term of the agreement by one year through December 31, 2024, and increase the amount by \$134,280 to an amount not to exceed \$380,500.

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

1. Section 3, Payments, 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 THREE-HUNDRED-EIGHTY THOUSAND FIVE HUNDRED DOLLARS (\$380,500). 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 and gkulieva@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, 2024.

3. Revised Exhibit B (rev. 01/03/23) is replaced hereby with Revised Exhibit B, (rev. 11/22/23), a copy of which is 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

1/1/24

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 B
(rev. 11/22/23)**

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 according to the below schedule, per each dental visit for farmworkers or farmworker dependents in the Pescadero region, up to a maximum of 376 visits in the first reporting period, and 384 visits during the second and third reporting 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 \$350 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 Units	Payment per Unit
September 1, 2021 – December 31, 2022	Dental Service Visits	376	\$305
September 1, 2021 – December 31, 2022	No-shows	28	\$305
January 1, 2022 – December 31, 2023	Dental Visits & No-shows	384	\$320
January 1, 2024 – December 31, 2024	Dental Visits & No-shows	384	\$350
Total			\$380,500