

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

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2019, 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 for farmworker individuals on February 27, 2018, for the term of January 1, 2018, through December 31, 2018, in an amount not to exceed \$131,675; and

WHEREAS, the parties amended the Agreement on October 1, 2018 to adjust the scope of services, with no changes to the term or fiscal obligation; and

WHEREAS, the parties wish to amend the Agreement to extend the term by two years, through December 31, 2020, and increase the amount payable by TWO HUNDRED SIXTY THREE THOUSAND THREE HUNDRED FIFTY DOLLARS (\$263,350), to an amount not to exceed THREE HUNDRED NINETY-FIVE THOUSAND TWENTY FIVE DOLLARS (\$395,025).

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

1. Section 3. Payments, of the Agreement is amended in its entirety 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 NINETY-FIVE THOUSAND TWENTY-FIVE DOLLARS (\$395,025). 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 Program Manager of Health Care for the Homeless and

Farmworkers Health or their designee and paid within 30 days of receipt of the invoice. 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 January 1, 2018, through December 31, 2020.

3. Revised Exhibit A (rev. 7/23/18) and Original Exhibit B are each hereby replaced with Revised Exhibit A (rev. 11/5/18) and Revised Exhibit B (rev. 11/5/18) respectively, copies of which are attached hereto and incorporated into the Agreement by reference.
4. **All other terms and conditions of the Agreement dated February 27, 2018, 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

1/17/19
Date

BONNIE JUE
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. 11/5/18)

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

Each reporting period shall be defined as one (1) calendar year running from January 1st through December 31st, unless specified otherwise in this Agreement.

Sonrisas Dental Health Inc. (Sonrisas) will provide dental services for farmworkers and farmworker family members. Sonrisas will provide preventive and restorative dental services, including examinations, prophies, fillings, crowns, prosthetics, x-rays, periodontal deep cleanings and other general dental services as described in Diagnostic and Preventative, and Basic Services below, to at least **115 unduplicated farmworkers or farmworker family members** for a total of **460 dental visits** during each reporting period. A minimum of 15 farmworkers or farmworker family members will be provided with Major Restorative Services as defined below. Referrals for patients requiring more specialized care such as oral surgery, periodontal services, and endodontic care will be coordinated by Sonrisas staff to either private offices or San Francisco dental schools. Coordination may include scheduling, transportation, and translation services as needed.

A minimum of **98** of the farmworkers or farmworker family members are to be adults (over the age of 18 at the time services are initiated). A minimum of **104** farmworker or farmworker family members will reside in the vicinity of Pescadero, California.

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 services*
- Extractions*
- Temporary Crowns*
- Stainless steel crowns*

Major Restorative Services:

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*

Sonrisas will coordinate their effort under this Agreement with Puente de la Costa Sur, the County of San Mateo's core service agency in Pescadero, California, to outreach and identify farmworkers residing in the vicinity of Pescadero area for potential services under this Agreement.

The dental services to be provided by Sonrisas will be implemented as measured by the following objectives and outcome measures.

Objective 1: *Provide access to dental health services to a minimum of 115 individuals who qualify as farmworkers or farmworker family members in San Mateo County for a minimum total of 460 visits during the term of this Agreement.*

Outcome Measure 1.A: Each patient receiving services under this contract will receive a full dental examination, cleaning and a written dental treatment plan.

Outcome Measure 1.B: Each patient will be scheduled for a series of appointments to complete their treatment plan. Sonrisas will schedule patients for services.

Outcome Measure 1.C: Each patient's progress on their dental plan will be tracked, with the goal to make significant progress in their treatment plans. At least 50% of dental patients will complete their treatment plans within the twelve-month period.

Objective 2: *Provide routine and comprehensive dental services (diagnostic and preventive, and basic services as outlined above), to at least 115 individual farmworkers or farmworker family members resulting in improved overall health status.*

Outcome Measure 2.A: At least 85% of patients will attend their scheduled treatment plan appointments.

Outcome Measure 2.B: At least 85% of patients will have improved oral health

Objective 3: *Provide major restorative services (as previously defined). Replace missing teeth with dentures to restore full function and improve self-esteem for a minimum of 15 farmworkers or farmworker family members.*

Outcome Measure 3.A: All extractions necessary before denture treatment can begin will occur within three months of the initial visit.

Outcome Measure 3.B: At least 75% of the individuals will complete their denture treatment plan and have dentures delivered within the contract period.

Objective 4: *To ensure continuity of care and, if needed, referrals to other health services.*

Outcome Measure 4.A: Identify each patient's medical primary care provider during dental evaluations.

Outcome Measure 4.B: Provide referrals to Primary Care services to 95% of patients who do not have a medical primary care provider.

Objective 5: *Provide deep cleaning to patients in need.*

Outcome Measure 5.A. Document the number of patients receiving deep cleaning with the number of quadrants.

RESPONSIBILITIES:

Data Reporting

All demographic information as defined by the HCH/FH Program will be obtained from each farmworker or farmworker family member individual receiving dental services from Sonrisas during the reporting period. All encounter information as defined by the HCH/FH Program will be collected for each encounter. Demographic and encounter data will be submitted to the HCH/FH Program with a monthly invoice. **This may include data for farmworker or farmworker family members for whom the Contractor is not reimbursed.** The Contractor will also assess and report each individual's homeless status as defined by Bureau of Primary Health Care.

Reporting requirements: Monthly and quarterly submission of invoices and reports are required via template supplied by the County to Contractor. If the program pursues a cloud based data depository (data base) for monthly and quarterly data, Contractor will be required to upload/submit data into data base.

- A **monthly invoice** detailing the contract services delivered in the previous month will be submitted to the HCH/FH Program by the 10th day of the following month. Invoices shall be sufficiently detailed to allow for tracking as maybe necessary.
- **Quarterly reports** providing an update on the contractual goals, objectives, and outcome measures shall be submitted no later than the 15th day of the month following the completion of each calendar quarter throughout the contract.
- If contractor observes routine and/or ongoing **problems in accessing medical or dental care services within SMMC**, Contractor shall track and document problematic occurrences and submit this information to designated HCH/FH staff for follow up.
- Any **revenue** received from services provided under any HCH/FH contract must be reported.

The County will conduct Site visits at least annually, to review patient records and program operations, to verify the accuracy of invoicing and to assess the documentation of client activities/outcome measures. The HCH/FH Program will work with Contractor to reasonably accommodate scheduling for routine site visits and will provide contractor with a minimum notice of two (2) weeks for routine site visits, regardless. If the HCH/FH Program has identified issues, such as, but not limited to:

- a. Lack of timely reporting, especially repeatedly
- b. Multiple invoicing errors: billings for duplicates; spreadsheet and invoice don't match; etc.
- c. Ongoing difficulties in scheduling routine site visits
- d. Complaints or reports that raise concerning issues; etc;

The HCH/FH Program will advise the contractor of the issue and provide notice to the contractor of the possibility to perform an unannounced site visit.

Meetings/activities:

- Participate in planning and quality assurance activities/meetings related to the HCH/FH Program.
- Participate in HCH/FH Provider Collaborative Meetings and other workgroups.
- Participate in County and community activities that address farmworker issues.
- Provide active involvement in the Bureau of Primary Health Care Office of Performance Review Process.

All HRSA/ BPHC reporting requirements as may be designated. If Contractor charges patients for contract services, a **sliding fee scale policy** must be in place, and must be submitted to the HCH/FH Program for review and approval.

Contractor agrees to provide evidence that its Credentialing and Privileging policies and procedures for dental providers are in compliance with Bureau of Primary Health Care (BPHC) requirements and to make any adjustments to such policies and procedures needed to bring such policies and procedures into compliance.

Contractor agrees to provide evidence that demonstrates compliance requirements pursuant to the Health Resources & Services Administration's (HRSA) Health Center Program.

The following are the contracted reporting requirements that **the HCH/FH Program** must fulfill and as to which Contractor will cooperate:

1. Monitor Sonrisas's progress to assure it is meeting its contractual requirements with the HCH/FH Program.
2. Review, process and monitor monthly invoices.
3. Review quarterly reports to assure that goals and objectives are being met.
4. Perform at least one (1) site visit during the contract year to assess program operations, review data collection and case files, and validate program submissions.
5. Provide technical assistance to Contractor on the HCH/FH Program, or in support of this contract, as needed.

Revised Exhibit B
(rev. 11/5/18)

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 \$1,145.00 for each unduplicated farmworker or farmworker family member invoiced for contract services during each reporting period, up to the maximum of 115 unduplicated individuals, and limited as defined in Exhibit A for "unique unduplicated," age, location and service level.

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