

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

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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 farm worker 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, on October 1, 2018, the parties amended the Agreement to add additional dental services with no changes to the term or fiscal obligation; and

WHEREAS, on April 9, 2019, the parties amended the Agreement to extend the term by two years, through December 31, 2020, and increase the amount payable by \$263,350, to an amount not to exceed \$395,025; and

WHEREAS, by Resolution 075747, the Board authorized the Chief of Health Services or designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate) and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions; and

WHEREAS, this third amendment added additional dental services for the 2019 calendar year and increase the maximum amount payable under the agreement by \$24,950 to and an amount not to exceed \$419,975.

WHEREAS, the parties wish to amend the Agreement to further extend the term of the Agreement through June 30, 2021 and increase the maximum amount payable under the agreement by \$80,150, to an amount not to exceed \$500,125.

**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 FIVE HUNDRED THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$500,125). 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](mailto:SMMC-Accounts-Payable@smcgov.org). Processing time may be delayed if invoices are not submitted electronically.

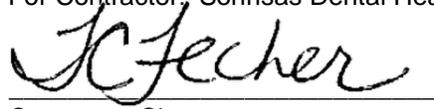
2. Section 4. Term of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2018, through June 30, 2021.

3. Revised Exhibit A (rev. 8/30/19) and Revised Exhibit B (rev. 8/30/19) are hereby replaced with Revised Exhibit A (rev. 7/21/20) and Revised Exhibit B (rev. 7/21/20) respectively, copies of which are attached hereto and incorporated into the Agreement by this 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

9/16/20  
Date

Tracey Carrillo Fecher  
Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

**Revised Exhibit A**  
(rev. 7/21/20)

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. The First Reporting Period is January 1, 2018 – December 31, 2018. The Second Reporting Period is January 1, 2019 – December 31, 2019. The Third Reporting Period is January 1, 2020 – December 31, 2020. The Fourth Reporting Period is January 1, 2021 – June 30, 2021.

Sonrisas shall provide a full range of preventive and restorative dental services, including examinations, prophylaxes, fillings, crowns, prosthetics, x-rays, periodontal deep cleanings and other general dental services as described in Diagnostic and Preventative, and Basic Services below. Sonrisas will provide dental services to:

- At least 115 farmworkers or farmworker family members for a total of 460 dental visits during the first three reporting periods.
- At least 70 unduplicated farmworkers or farmworker family members for a total of 200 dental visits during the fourth reporting period.

All individuals who receive services under this Agreement shall meet the Bureau of Primary Health Care (“BPHC”) criteria for migrant or seasonal agricultural workers. Each individual who receives services under this Agreement shall qualify as a unique, unduplicated individual. A unique, unduplicated individual is an individual who has not been previously served and invoiced for the same service during the contract term. The Healthcare for the Homeless/Farmworker Health Program (“HCH/FH”) will monitor the services provided as Sonrisas invoices for unique unduplicated individuals.

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 interpretation 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 be from the Pescadero, California area.

**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

Sonrisas 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 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 at least 115 individuals who qualify as farmworkers or farmworker family members in San Mateo County for a minimum total of 460 visits during the First Reporting Period, Second Reporting Period, and Third Reporting Period. For the Fourth Reporting Period, the minimum number of unduplicated individuals shall be 70 and the minimum total of visits shall be 200.

Outcome Measure 1.A: Each patient receiving services under this Agreement 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 during each of the first three reporting periods (the First Reporting Period, Second Reporting Period, and Third Reporting Period) and 70 individual farmworkers or farmworker family members during the Fourth Reporting Period 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 (as previously outlined). 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 additional services to patients in need.**

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

Outcome Measure 5.B. Document the number of root canal, build up and crown services performed during the second reporting period only.

In addition, Sonrisas 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:**

**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 Sonrisas is not reimbursed. Sonrisas 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 to contracts. If the program pursues a cloud-based data depository (database) for monthly and quarterly data, Sonrisas will be required to upload/submit data into the database.

- A monthly invoice detailing the contract services delivered in the previous month will be submitted to the HCH/FH Program by the 10<sup>th</sup> 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 15<sup>th</sup> day of the month following the completion of each calendar quarter throughout the Agreement.
- If Sonrisas observes routine and/or ongoing problems in accessing medical or dental care services within SMMC, Sonrisas 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.

**Site visits** will occur 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 Sonrisas to try and accommodate scheduling for routine site visits and will provide contractor with a minimum notice of two (2) weeks for routine site visits, regardless. The HCH/FH Program will contact Sonrisas if it has identified issues, such as, but not limited to the following:

- Lack of timely reporting, especially repeatedly

- Multiple invoicing errors: billings for duplicates; spreadsheet and invoice don't match; etc.
- Ongoing difficulties in scheduling routine site visits
- Complaints or reports that raise concerning issues; etc;

The HCH/FH Program will advise Sonrisas of the issue and provide notice of the possibility of 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 (BPHC) Office of Performance Review Process.

All Health Resources & Services Administration ("HRSA") / BPHC reporting requirements as may be designated. If Sonrisas 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.

When disclosing funding sources and/or reporting on activities funded covered under this Agreement, Sonrisas shall acknowledge that activities are supported by the County of San Mateo and the Healthcare for the Homeless/Farmworker Health ("HCH/FH program"), utilizing funds from Health Resources and Services Administration ("HRSA") under the Health Center Program authorized under Section 330 of the Public Health Act.

Sonrisas agrees to provide evidence that its Credentialing and Privileging policies and procedures are in compliance with BPHC requirements and to make any reasonable adjustments to such policies and procedures needed to bring such policies and procedures into compliance.

Sonrisas will report any breach of client protected health information to County as soon as it is known to have occurred.

Contractor agrees to provide evidence that demonstrates compliance requirements pursuant to the HRSA Health Center Program.

The following are the contracted reporting requirements that the HCH/FH Program must fulfill:

- Monitor Sonrisas's progress to assure it is meeting its contractual requirements with the HCH/FH Program.
- Review, process and monitor monthly invoices.
- Review quarterly reports to assure that goals and objectives are being met.
- 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.
- Provide technical assistance to Contractor on the HCH/FH Program, or in support of this contract, as needed.

**Professional Standards:**

Contractor shall perform his or her duties under this Agreement in accordance with the rules of ethics of the dental profession. Contractor shall also perform his/her duties under this Agreement in accordance with the appropriate standard of care for his/her dental profession and specialty.

**Revised Exhibit B**  
(rev. 7/21/20)

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 unique, unduplicated farmworker or farmworker family member invoiced for contract services (excluding root canals, build ups and crowns) during each reporting period, up to the maximum of 115 unduplicated individuals in the first three reporting periods (the First Reporting Period, Second Reporting Period, and Third Reporting Period). For the Fourth Reporting Period, the maximum of unduplicated individuals is 70. Payment is limited as defined in Exhibit A for “unique unduplicated,” age, location and service level.

County shall pay Contractor at a rate of \$2,095.00 for each unique, unduplicated farmworker or farmworker family member invoiced before December 10, 2019 for a root canal, build up and crown service during the second reporting period, up to the maximum of 10 unique, unduplicated individuals, and limited as defined in Exhibit A for “unique unduplicated,” age, location and service level. If a patient is unable to follow through with the entirety of the recommended treatment for a tooth (root canal, build up and crown), Sonrisas may invoice for the portion of the treatment completed in thirds, i.e. \$698.33 for each portion.

County shall pay Contractor at a rate of \$250 per day for interpreter services, up to a maximum of 16 days during the Second Reporting Period of 2019. Sonrisas 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.

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.

**2018 Reporting Period: January 1 – December 31, 2018**

Service	Maximum Unit	Payment per Unit	Max Total
Dental Services (excluding root canals, build ups and crowns)	115 unduplicated patients	\$1,145	<b>\$131,675</b>

**2019 Reporting Period: January 1 – December 31, 2019**

Service	Maximum Unit	Payment per Unit	Max Total
Dental Services (excluding root canals, build ups and crowns)	115 unduplicated patients	\$1,145	\$131,675
Root canals, build ups and crowns (can be invoiced in addition to Dental Services)	10 unique patients for complete treatment or the portion of treatment completed	\$2,095 per complete treatment or \$698.33 per each of three (3) portions	\$20,950
Interpretation services	16 days	\$250	\$4,000
<b>TOTAL</b>			<b>\$156,625</b>

**2020 Reporting Period: January 1 – December 31, 2020**

Service	Maximum Unit	Payment per Unit	Max Total
Dental Services (excluding root canals, build ups and crowns)	115 unduplicated patients	\$1,145	<b>\$131,675</b>

**2021 Reporting Period: January 1 – June 30, 2021**

<b>Service</b>	<b>Maximum Unit</b>	<b>Payment per Unit</b>	<b>Max Total</b>
Dental Services (excluding root canals, build ups and crowns)	70 unduplicated patients	\$1,145	<b>\$80,150</b>