

**Memorandum of Understanding Between
San Mateo County and
San Mateo Health Commission, Health Plan of San Mateo for
Transfer of Children's Health Initiative Funds to Increase Oral Health Services**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into as of the sixteenth day of November, 2021, by and between the County of San Mateo, by and through San Mateo County Health ("County"), a governmental entity within the State of California, and San Mateo Health Commission dba the Health Plan of San Mateo ("HPSM"). County and HPSM may be referred to individually as a "Party" and collectively as "Parties".

WHEREAS, in 2003, the Parties and other partners launched the Children's Health Initiative (CHI) to achieve universal health insurance coverage in San Mateo County; and

WHEREAS, among other efforts, CHI provided financial support to a health insurance program called Healthy Kids that was designed to serve children ineligible for federal and state programs; and

WHEREAS, the local Healthy Kids program was closed in 2019 after the State policy actions expanded the State's role in health insurance coverage for children; and

WHEREAS, the CHI Oversight Committee amended its Memorandum of Understanding in 2020, stating that the Coalition would, among other things, assure responsible stewardship of the financial resources originally contributed to support universal health coverage so that the funding is directed to address shared priorities related to children's health; and

WHEREAS, in 2021, the CHI Oversight Committee voted in favor granting \$210,000 to North East Medical Services ("NEMS") to help fund two dental operatories in Daly City, granting \$105,000 to Sonrisas Dental Health to help fund one dental operatory in San Mateo, and granting \$100,000 to First Five San Mateo County to administer an oral health planning grant, and the San Mateo Health Commission approved the foregoing recommendation on October 13, 2021; and

WHEREAS, CHI funds are held by the County in a restricted fund, and the County's Board of Supervisors has authorized their transfer to the Health Plan of San Mateo in the amounts stated herein for the purposes stated herein; and

WHEREAS, HPSM has other agreements with NEMS and Sonrisas, and has capacity to administer the grant agreements with NEMS, Sonrisas, and First Five San Mateo County that were authorized by the CHI Oversight Committee and San Mateo Health Commission using CHI funds; and

WHEREAS, the Parties desire to enter into this MOU to memorialize the understanding that the Parties will work cooperatively on oral health services and to specify their respective roles;

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

- I. HPSM Responsibilities.** HPSM will enter into and administer the following grant agreements, funded by CHI funds transferred from the County to HPSM for this purpose:

a. Through a grant agreement with the Health Commission dba HPSM, with a three-year term commencing in early 2022, NEMS will receive \$210,000 for the purpose of providing access to dental services to Medi-Cal eligible children residing in San Mateo County. Under the grant agreement, the grant funds will be used for building and equipping three dental operatories, hiring one dentist and two dental assistants, and providing significant assistance to low-income children. The three dental operatories will be located in the NEMS Daly City location. The grant agreement will include reporting requirements to document that at least 2,500 visits will be provided to low-income children. Performance incentives are incorporated into the agreement upon the completion of 2,500 and 3,000 dental visits for Medi-Cal eligible children residing in the County.

b. Through a grant agreement with the Health Commission dba HPSM, with a two-year term commencing in early 2022, Sonrisas will receive \$105,000 for the purpose of providing access to dental services to Medi-Cal eligible children residing in San Mateo County. Under the terms of the grant agreement, Sonrisas will use the grant funds to build and equip one dental operatory and to conduct two public dental screening events. The grant agreement will include reporting requirements to document at least 600 visits for low-income children.

c. Through a grant agreement with the Health Commission dba HPSM, with a one-year term commencing in early 2022, First Five San Mateo County will receive \$100,000 to engage a consultant to assist in its Ensuring Equity through School-Based Oral Health Partnerships Initiative. This assistance will include: asset mapping; developing strategies for promoting equitable access to oral health; implementing improvements in coordination and alignment among oral health service providers, childcare providers, and educators; and identifying opportunities to more effectively invest and leverage oral health resources.

d. If any funds remain, HPSM will inform the CHI Coalition, so that the CHI Coalition may determine what to do with any such funds, in accordance with the terms of its MOU.

II. **County Responsibilities.** Within forty-five (45) days of receiving written notice that any of the grant agreements referred to in Section I above has been executed, the County will transfer to HPSM the grant amount provided in Section I above for that agreement.

III. **Term of Agreement.** This MOU shall be in effect from November 16, 2021 through June 30, 2025.

IV. **General Provisions**

a. **All Notices.** All notices under this Agreement are deemed fully given when written, addressed, and sent by email as follows:

To County:

Srija Srinivasan, Deputy Chief
San Mateo County Health
ssrinivasan@smcgov.org

To Health Plan of San Mateo:


Pat Curran, Deputy CEO

Health Plan of San Mateo
Pat.Curran@hpsm.org

- b. Severability.** If any paragraph, term, condition or provision of this MOU shall be found by a court of competent jurisdiction to be invalid or unenforceable, or if any paragraph, term, condition or provision is found to violate or contravene the substantive laws of the State of California, then the paragraph, term, condition or provision so found shall be deemed severed from this Agreement, but all other paragraphs, terms, conditions and provisions shall remain in full force and effect.
- c. Integration.** This MOU, including the attached Exhibits, supersedes all prior oral and written proposals and communications, if any, and sets forth the entire Agreement of the parties with respect to the subject matter hereof, and may not be altered or amended except in writing, signed by an authorized representative of each party.
- d. Headings.** No headings in this Agreement affect its interpretation.
- e. Electronic Copy.** The parties to this document agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of an original signature.
- f. Assignment.** No Party shall assign, transfer, or otherwise substitute its interest or obligations in this MOU without the prior written consent of the other Parties.

V. IN WITNESS WHEREOF, the parties hereto have executed this MOU by the day and year first written above.

For Health Plan of San Mateo:

DocuSigned by:

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Contractor Signature

10/29/2021 | 1:34 PM PDT
Date

Pat Curran
Deputy Chief Executive Officer
Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board