

**THIRD AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
CROSSROADS HEALTH LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Crossroads Health LLC, 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 overpayment and credit balance resolution services on April 5, 2022 for the term of April 1, 2022, through March 31, 2023, in an amount not to exceed \$120,000; and

WHEREAS, the parties amended the agreement on June 14, 2022 to extend the term of the Agreement by 2 years through March 31, 2025, and increase the amount of the agreement by \$240,000, to an amount not to exceed \$360,000; and

WHEREAS, on August 17, 2022, the parties entirely replaced Exhibit B and Exhibit C in the amended agreement with Revised Exhibit B (rev. 8/11/22) and Revised Exhibit C (rev. 8/11/22) which collectively had the effect of requiring Contractor to invoice monthly fees based on the actual number of resolutions and adjusted Contractor's performance metrics with no change in fiscal impact; and

WHEREAS, the parties now wish to further amend the Agreement to adjust Revised Exhibit B (rev. 8/11/22) and Revised Exhibit C (rev. 8/11/22) with no changes to the term and to amend the fiscal obligation to \$1,608,075.

**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 ONE MILLION SIX HUNDRED EIGHT THOUSAND SEVENTY-FIVE DOLLARS (\$1,608,075). 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 Patient Financial Services Manager 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. Revised Exhibit B (rev. 8/11/22) and Revised Exhibit C (rev. 8/11/22) are hereby entirely replaced with Revised Exhibit B, (rev. 1/1/23) and Revised Exhibit C, (rev. 1/1/23) respectively, copies of which are attached hereto and incorporated into the Agreement by this reference.
3. **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: Crossroads Health LLC

  
Contractor Signature

01/25/2023  
Date

Gary W. Dwight  
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. 1/1/23)

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:

Fees will be invoiced monthly at a rate of \$56,225. "Audit" accounts will be reviewed as assigned and invoiced at a separate fee of \$17.00 per account.

**Revised Exhibit C**  
(rev. 1/1/23)  
Performance Metrics

County will measure Contractor performance of the services in accordance with the procedures set forth by the performance indicators below. Contractor acknowledges that the performance indicators are a reasonable minimum standard by which to measure Contractor performance of the services.

- **Overpayment Initiation.** In accordance with 42 U.S.C. 1320a-7k(d) and any applicable regulations and Centers for Medicare and Medicaid Services (CMS) guidance, performance will be measured by the entities ability to initiate an overpayment 60 days after discovery.
  - Contractor shall make reasonable attempts to initiate a refund for an overpayment within 60 days of Contractor's discovery of the overpayment.
  - For "Audit" or specially assigned accounts where the overpayments were identified by SMMC, Contractor will initiate the refund within 60 days from SMMC's discovery, contingent upon SMMC referring such accounts within 14 days of discovery.
- **Standards of Performance.** Contractor will work to maintain SMMC's credit balances within the performance metrics observed by the Healthcare Financial Management Association (HFMA) industry standards, and where achievable, within 2 days of total gross accounts receivable.
- **Performance Targets.** Included in the fee, the Contractor will resolve 4,800 assigned accounts per month. For the sake of performance metric evaluation, "Audit" or specially assigned accounts resolved will be included in this monthly total.
- **Remedy for Performance.** Should Contractor fail to resolve at least 4,080 accounts (85% of contracted total) monthly during any consecutive three-month period, then Contractor must resume a pace of 185 accounts resolved per business day within 5 days of written notice from County and maintain that average pace for a period of 22 working days. Should this remedy not occur, or should the Contractor be given notice of failure to perform on more than one occasion during the initial term, County may cancel the contract in accordance with Section 5 of the Agreement.
- **Performance Exceptions.**
  - **Type of work.** Should County choose to direct Contractor to perform specific resolution work that would prevent contractor from meeting the stated volume goals above, County and Contractor shall consider the performance of the Contractor for the month in question to be satisfactory.
  - **Ramp-up period.** To allow for the required increase in assigned staff, from the date of this revision through 90 days, the minimum total accounts resolved will be no fewer than 6,000 accounts.
- **Balance Forward.** Should the assigned account volume fall below 2,000 in any given month, the difference between the assigned amount and 2,000 will be applied as a credit towards future months within the initial term.
- **Customer Service.** The contractor will respond to county requests within 48 hours of receipt.