

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ERNST & YOUNG, LLP**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2025, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Ernst & Young LLP., 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 project management and implementation technical assistance on January 28, 2025, for the term of January 1, 2025 through June 30, 2026, for a maximum amount of \$1,600,000; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount by \$1,826,000 to a new maximum amount of \$3,426,000.

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

1. Section 1. Exhibits and Attachments of the agreement is amended to read as follows:

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A – Services
Exhibit A1 – Additional Services
Exhibit B1 – Payments and Rates

2. Section 3. Payments of the agreement is amended to read as follows:

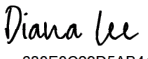
In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold 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 THREE MILLION FOUR HUNDRED TWENTY SIX THOUSAND DOLLARS (\$3,426,000). 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.

3. Exhibit A1 is incorporated into the agreement.
4. Original Exhibit B is hereby deleted and replaced with Exhibit B1 attached hereto.
5. All other terms and conditions of the agreement dated January 28, 2025, 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: Ernst & Young LLP.

DocuSigned by:  630E0C29D5AB4A9	9/22/2025	Diana Lee
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

EXHIBIT A1 – ADDITIONAL SERVICES
Ernst & Young, LLP
Project Management & Implementation Technical Assistance
January 15, 2025 – June 30, 2026

III. DESCRIPTION OF ADDITIONAL SERVICES TO BE PERFORMED BY CONTRACTOR

A. Revenue Maximization

Ernst & Young or its subcontractor will provide subject matter resources and services related to, but not limited to, the following:

- coordinate the development and implementation of the mental health fee-for-service payments and incentives;
- work with BHRS to explore Medicaid revenue and service utilization solutions that would allow for expanded primary health services for its beneficiaries.
- work with BHRS to explore Medi-Cal revenue and service utilization solutions that would allow for expanded specialty mental health and substance use disorder services for its beneficiaries.
- research rate setting in other jurisdictions and/or public entities that have implemented FFS or VBP models;
- develop materials for communication with respect to state and other local partner agencies, as needed

EXHIBIT B1 – PAYMENTS AND RATES
Ernst & Young, LLP
Project Management & Implementation Technical Assistance
January 15, 2025 – June 30, 2026

In consideration of the services provided by Contractor in Exhibit A and Exhibit A1, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of Section 3 of this Agreement, County shall pay Contractor in the manner described below:

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Section 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed THREE MILLION FOUR HUNDRED TWENTY-SIX THOUSAND DOLLARS (\$3,426,000).

B. Project Management & Implementation

- i. For the term January 1, 2025 through June 30, 2026, Contractor shall be paid a maximum of THREE MILLION FOUR HUNDRED TWENTY-SIX THOUSAND DOLLARS (\$3,426,000).

C. Contractor will invoice BHRS monthly for actual hours and expenses incurred up to the maximum amounts set forth in the agreement.

D. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.

E. Modifications to the allocations in Paragraph A of this Exhibit B1 may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Section 3 of this Agreement.

F. The Chief of San Mateo County Health or designee is authorized 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.

- G. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- H. In the event this Agreement is terminated prior to June 30, 2026, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of San Mateo County Health or designee.
- I. Monthly Invoice and Payment

Contractor shall invoice the County on or before the tenth (10th) working day of each month prior to the service month. Payment by County to Contractor shall be monthly. Invoices that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. County reserves the right to deny payment of invoices if Contractor does not meet contract deliverables.

Invoices are to be sent to:

County of San Mateo
Behavioral Health and Recovery Services
Attn: Doris Estremera
destremera@smcgov.org

- J. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of San Mateo County Health or designee.
- K. County May Withhold

Contractor shall provide all pertinent documentation requested by County. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of San Mateo County BHRS. Contractor shall meet at least quarterly with the BHRS AOD Analyst, to review the Work Plan,

documentation, and billing reports and to take appropriate corrective action, as needed, to resolve any discrepancies.

L. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Section 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

M. Claims Certification and Program Integrity

Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A and Exhibit A1 of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim.

"Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____ 20____

Signed _____ Title _____

Agency _____"

*** END OF EXHIBIT B1 ***