

FIFTH AMENDMENT TO MEMORANDUM OF AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND THE HEALTH PLAN OF SAN MATEO

THIS FIFTH AMENDMENT TO THE AGREEMENT entered this 28th day of June 2022 by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SAN MATEO HEALTH COMMISSION dba HEALTH PLAN OF SAN MATEO," hereinafter called "HPSM";

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 a Memorandum of Agreement (MOA) for Whole Person Care (WPC) services on June 6, 2017 (Resolution 075225, CMS Contract ID3521);

WHEREAS, the parties amended the MOA on March 6, 2018 (CMS Contract ID 3765) to add scope of work inadvertently labeled as Section One, to add the WPC Care Coordination Policy and Approach inadvertently labeled as Section Two, and to add WPC and Measure K Payment Plan inadvertently labeled as Section Three;

WHEREAS, the parties amended the MOA on December 10, 2019 (Resolution #077133) to amend the scope of work inadvertently labeled as Section One, to add required reports inadvertently labeled as Section Two, and to amend the payment plan inadvertently labeled as Section Three;

WHEREAS, the parties amended the MOA on March 9, 2021 to extend the term through June 30, 2022, clarify the deadlines for required reports in section 3(b), add Section 2(f) to increase the fiscal obligation by \$5,992,990 from \$24,340,463 to \$30,333,453, amend the scope of work now properly labeling it as Exhibit A, amend the payment plan to include recuperative care services properly labeling it as Exhibit B, include WPC and Measure K Payment Plan in Exhibit B, and properly label the WPC Care Coordination policy and approach as Exhibit C;

WHEREAS, the parties amended the MOA on January 3, 2022 to replace Exhibit A with Exhibit A1 to reallocate \$300,000 in Measure K funds from Housing Services to the Vision to Learn program; and

WHEREAS, the parties now wish to amend the MOA to extend the term of the MOA to June 30, 2025, to replace Exhibit A1 with Exhibit A2, to reallocate \$250,000 in Measure K funds from Housing Services to the Orthodontia Access Pilot, to remove Exhibit B and Exhibit C, and to increase the fiscal obligation by \$6,000,000 from \$30,333,453 to \$36,333,453.

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

1. Section 1, governing Term of Agreement, is amended to read as follows:

The Term of this Agreement shall begin on January 1, 2017 and shall end on June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement.

2. Section 2(f), governing fiscal obligation, is amended to read as follows:

Funding though FY 2024-2025 2025 shall not exceed six million dollars (\$6,000,000) and is subject to availability of funding. The total fiscal obligation under this MOA shall not exceed \$36,333,453.

3. Section 17, governing Exhibits and Attachments, is amended to read as follows:

17. Exhibits and Attachments.

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

Exhibit A2-Services

4. Exhibit A1 is hereby replaced with Exhibit A2 attached hereto.
5. **All other terms and conditions of the agreement, as previously amended, between County and HPSM 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: San Mateo Health Commission DBA Health Plan of San Mateo

	<u>May 19, 2022</u>	<u>Patrick Curran, CEO</u>
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Category	County of San Mateo Health	Health Plan of San Mateo
A. Housing Services – Measure K Funding	1. Ensure timely and complete payment of \$2,000,000 in annual Measure K funds to HPSM through at least FY 2024-2025. 2. Ensure that all referrals for Measure K housing services are connected to a case management program that can perform primary oversight of individual care needs to deliver stability in a community setting 3. If, for any reason, Measure K funding is discontinued for these purposes, develop and implement a contingency strategy to continue housing supports or transition placed individuals to alternative settings	1. Develop and execute contract with primary housing services provider 2. Perform oversight of housing contractor 3. Execute contractual agreements with contractor(s) to ensure delivery of services featured in this agreement 4. Convey necessary payments to contractors on a timely basis 5. Ensure quality of services performed by contractors. 6. Perform financial oversight of contracts and report on expenditures to County 7. Provide regulatory oversight 8. Ensure contractors are appropriately coordinating with Health programs and staff. 9. Administer Measure K savings for housing location services (including 1 follow-up retention visit) for a select number of individuals who have been awarded Mainstream Vouchers through both the Housing Committee and through BHRS/Housing authority. 10. Administer Measure K savings, in direct collaboration with County Health, to fund specifically approved projects/uses including the Orthodontia Access Pilot, additional direct subsidies and other uses as determined by Health and consistent with the purposes of the Measure K funds. 11. Engage contractor to deliver housing services and supports for at least 50 cases at a time, including: a. Participant housing assessments b. Housing search and acquisition c. Subsidy payments to support participant housing needs, as appropriate d. Landlord relationship management

		e. Habitability checks and modifications, as appropriate f. On-call support for participant incidents and other urgent matters g. Regular housing related check-ins with participants to support longevity of residency h. Support transitions into and out of placements i. Project support staffing and overhead 12. Develop incremental housing programs and resources to meet Health client needs a. Leverage resources, e.g. waiver programs, where possible, to support client's residential needs
B. Orthodontia Access Pilot	1. Reallocate \$250,000 from accumulated Measure K savings to the Orthodontia Access Pilot	1. In mutual agreement between San Mateo County and San Mateo Health Commission, Health Plan of San Mateo ("HPSM"), in an effort to increase community access to orthodontia care within the Medi-Cal Dental program, formerly known as Denti-Cal, in San Mateo County, parties have agreed to partner in the implementation of the Orthodontia Access Pilot ("OAP"). In order to implement the OAP, parties agree to the following: 2. The term of the OAP will be July 1, 2022 through June 30, 2025. 3. Definitions: a. <u>Eligible Patients</u>: Medicaid beneficiary ages twelve (12) through twenty-three (23) years old who resides within San Mateo County. b. <u>Participating General Dentists</u>: Dentists enrolled as a HPSM Medi-Cal Dental provider providing services within San Mateo County who have agreed to participate in OAP. c. <u>Participating Orthodontists</u>: Credentialed orthodontists who commit to participate in OAP and agree to care for at least ten

		(10) Eligible Patients per year. Each individual Participating Orthodontist in a group must complete an individual credentialing application. d. 1st Cohort: July 2022 through June 2024 e. 2nd Cohort: July 2023 through June 2025 4. Participating General Dentists within HPSM's Medi-Cal Dental program will identify Eligible Patients and refer such patients to HPSM for orthodontia care. 5. HPSM will aim to engage in treatment one hundred (100) Eligible Patients with Participating Orthodontists during each cohort year. 6. HPSM will make efforts to select Eligible Patients for service from all geographical regions of the county 7. Payments: a. San Mateo County agrees to contribute a total of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000) for the entirety of the OAP, distributed over the three-year duration of OAP as needed. Such funds derive from Measure K funding and will remain with San Mateo County if not needed for OAP as determined by San Mateo County. b. HPSM has agreed to contribute NINE HUNDRED AND NINETY TWO THOUSAND DOLLARS (\$992,000) for the entirety of the OAP distributed as FOUR HUNDRED NINETY SIX THOUSAND DOLLARS (\$496,000) in July 2022 and in July 2023. c. HPSM agrees to pay Participating Orthodontists FOUR THOUSAND NINE HUNDRED AND SIXTY DOLLARS (\$4,960) for each completed case with an Eligible Patient. Additionally, as a mechanism to incentivize
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		participation, HPSM will pay Participating Orthodontists an additional ONE THOUSAND AND FIFTY DOLLARS (\$1,050) for each case following the completion of ten (10) cases of Eligible Patients. At the option of HPSM, HPSM may pay a Participating Orthodontist a portion of the incentive for completing less than ten (10) cases of Eligible Patients. d. HPSM agrees to pay Participating General Dentists TWO HUNDRED DOLLARS (\$200) for completing services for each Eligible Patient regardless of services received from a Participating Orthodontists or other medical provider. Such payment is for medical services and not a reward for the referral of Eligible Patients to HPSM.
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