

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND CAMINAR, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Caminar, Inc, hereinafter called "Contractor";

WITNESSETH:

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

WHEREAS, the parties entered into an Agreement on November 9, 2021, for Full Service Partnership services for the term of July 1, 2021 through June 30, 2022, for a maximum obligation of \$2,896,536; and

WHEREAS, the agreement was amended a first time on June 14, 2022, increasing the amount of the agreement by \$3,159,831 for a maximum obligation of \$6,056,367; and extended the term through June 30, 2023; and

WHEREAS, the parties wish to amend the agreement to increase the maximum amount by \$2,304,701 for a total amount not to exceed \$8,361,068 and extend the term through March 31, 2024.

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 herein and in Exhibit A1, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B1. 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 EIGHT MILLION THREE HUNDRED SIXTY-ONE THOUSAND SIXTY-EIGHT DOLLARS (\$8,361,068). 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 no performed as required by this agreement.

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 July 1, 2021 through March 31, 2024.

3. Exhibit B1 Subsection I.A – Maximum Obligation is amended to read as follows:

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 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 EIGHT MILLION THREE HUNDRED SIXTY-ONE THOUSAND SIXTY-EIGHT DOLLARS (\$8,361,068).

4. Exhibit B1 is amended as Subsection III has been added to read as follows:

III. FY 2023-2024

Payment for the period of July 1, 2023 – March 31, 2024

Contractor shall be paid a maximum of TWO MILLION THREE HUNDRED FOUR THOUSAND SEVEN HUNDRED ONE DOLLARS (\$2,304,701).

1. FSP Services Payment

The maximum payment for FSP services shall not exceed SEVEN HUNDRED SEVENTY-EIGHT THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$778,177).

- a. The FSP will cover service costs for thirty (30) enrollees. The FSP for this period of the Agreement includes: 1) MHSA funding of FIVE HUNDRED THIRTY-SEVEN THOUSAND ONE HUNDRED EIGHTY-TWO DOLLARS (\$537,182), and 2) the revenues expected to be generated by third-party billings: Medi-Cal Federal Financial Participation (FFP), Medicare and other applicable third-party payors for FSP services provided to enrollees (i.e. "Revenue Component"). The projected Revenue Component for FY 2023-24 is THREE HUNDRED THIRTY-SEVEN THOUSAND SIX HUNDRED SEVENTY-SIX DOLLARS (\$337,676). In no event shall the

total obligation of the County for FSP payments for this period exceed SEVEN HUNDRED SEVENTY-EIGHT THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$778,177).

- b. County and Contractor agree that in the event that the actual revenues collected for Contractor's services for this period are less than the Revenue Component and that difference is shown to have been generated by failure to bill and/or disallowances by third party payors based on Contractor's failure: 1) to use Medicare-eligible providers; 2) to provide documentation adequate to support Contractor's services per County BHRS Documentation Manual (incorporated by reference herein); 3) to provide services at a per unit cost that is equal to or below the State Maximum Allowance; or 4) to submit the billing information required by this Agreement to the County in a timely manner (collectively, "Third Party Disallowances"), the FSP may be reduced by the amount of that difference. In determining the amount of such reduction, the third-party Disallowances shall be subtracted from the amount of gross revenues collected by County for Contractor's services under this Agreement. The County shall determine the actual revenue generation. Any such reduction will result in a corresponding one-ninth (1/9th) payment reduction based upon the revised Revenue Component estimate of actual revenues available at that time.

- c. FSP Services Monthly Rate

Unless otherwise authorized by the Chief of San Mateo County Health or designee, and/or as adjusted subject to Paragraph I.D.1.a.2) of this Exhibit B1, the monthly rate of payment by County to Contractor shall be one-ninth (1/9th) of the FSP. Payments will be made in the amount of EIGHTY-SIX THOUSAND FOUR HUNDRED SIXTY-FOUR DOLLARS (\$86,464) per month for this period of the Agreement. The amount of the monthly payment is subject to reduction as described in Paragraph I.D.1.a.2). The FSP maximum for this period shall not exceed SEVEN HUNDRED SEVENTY-EIGHT THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$778,177).

- d. Revenue Component reductions as described in I.E.1.a.2). of this Exhibit B shall not relieve Contractor of the obligation to provide the volume of services as described in Paragraph I.F. of Exhibit A.

2. Payment for Housing Support Program

The total Housing Support Program costs are ONE HUNDRED SIXTY-NINE THOUSAND NINE HUNDRED NINETY-TWO DOLLARS (\$169,992). Program administration and related expenses for this period will be limited to a maximum of SIXTEEN THOUSAND FIVE HUNDRED NINETY-THREE DOLLARS (\$16,593). For this period the monthly payment for housing will be for actual costs upon receipt of invoice from Contractor. Contractor shall be responsible for collecting tenant payments to cover portions of the program costs.

3. AOT FSP

The maximum payment for AOT FSP services shall not exceed ONE MILLION THREE HUNDRED FIFTY-SIX THOUSAND FIVE HUNDRED THIRTY-THREE DOLLARS (\$1,356,533).

a. Ongoing Services

Unless otherwise authorized by the Chief of San Mateo County Health or designee, and/or as adjusted subject to Paragraph I.D.1.a.2) of this Exhibit B, the monthly rate of payment by County to Contractor shall be one-ninth (1/9th) of the FSP. Payments will be made in the amount of ONE HUNDRED TWENTY-ONE THOUSAND ONE HUNDRED FORTY-FOUR DOLLARS (\$121,144) per month for this period of the Agreement. The amount of the monthly payment is subject to reduction as described in Paragraph I.D.1.a.2). The FSP maximum for this period shall not exceed ONE MILLION NINETY THOUSAND TWO HUNDRED NINETY-SEVEN DOLLARS (\$1,090,297)

b. Housing Support

The total Housing Support Program costs are TWO HUNDRED SIXTY-SIX THOUSAND TWO HUNDRED THIRTY-SIX DOLLARS (\$266,236). For this period the monthly payment for housing will be for actual costs upon receipt of invoice from Contractor. Contractor shall be responsible for collecting tenant payments to cover portions of the program costs.

c. Federal Financial Participation

For Medi-Cal beneficiaries the provider is expected to claim for all eligible services.

D. County Revenue Component Estimates

Contractor shall provide the minimum Medi-Cal and Medicare reimbursable services which shall generate the amounts of revenue for FSP Services as established below. These services shall be reported to County through the Monthly Reporting process as described in paragraph I.L. of this Exhibit B.

FSP	\$608,116
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July 1, 2023 –
June 30, 2023

F. Contractor's Budget


1. Contractor's annual budget for these services for Fiscal Years 2023-2024 is incorporated into this Agreement as Exhibit C.
2. Contractor shall be responsible for all expenses incurred during the performance of services rendered under this Agreement that are not included in Exhibit C.

G. Contractor's annual FY 2023-24 budget is attached and incorporated into this Agreement as Exhibit C.

5. 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: Caminar, Inc.

<small>DocuSigned by:</small>  <small>EBA511B7FD5F4DF...</small>	05/15/2023	Mark Cloutier
_____ 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

Exhibit C

2023-24 San Mateo County	FSP Services	FSP Housing Support	FSP AOT	FSP AOP Housing Support	TOTAL Contract
EXPENSES					
Personnel Expenses					
Salaries, Taxes, Insurance & Benefit	645,317	77,126	908,732	48,841	1,680,017
Total Personnel Expenses	645,317	77,126	908,732	48,841	1,680,017
Operating Expenses					
Professional and Contract Services	697	1	1,105	2	1,805
General Expenses	276,930	54,642	366,582	26,007	724,160
Total Operating Expenses	277,627	54,643	367,687	26,008	725,965
TOTAL Direct Expenses	\$922,944	\$131,769	\$1,276,419	\$74,850	\$2,405,982
Administration Costs	\$138,442	\$19,765	\$191,463	\$11,227	\$360,897
TOTAL Expenses	\$1,061,385	\$151,535	\$1,467,882	\$86,077	\$2,766,879