

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

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, 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, on February 28, 2023, the parties amended 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; and

WHEREAS, on October 22, 2024, the parties amended the agreement to extend the term of the agreement through December 31, 2025 and increase the amount of the agreement by \$787,150, to an amount not to exceed \$2,395,225; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the agreement by 3 months through March 31, 2026, and increase the amount payable by \$200,000, to an amount not to exceed \$2,595,225.

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 TWO MILLION FIVE HUNDRED NINETY-FIVE THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS

(\$2,595,225). 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. 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 April 1, 2022, through March 31, 2026.

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

Gary W Dwight
Contractor Signature

11/13/2025
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