Letter of Agreement for Primary Care Engagement Pilot Funding
Between
San Mateo Health Commission d/b/a Health Plan of San Mateo
And
San Mateo Medical Center

This Letter of Agreement ("Agreement") is entered into as of March 1, 2025, by and between **San Mateo Medical Center**("Provider" or "SMMC") and **San Mateo Health Commission dba the Health Plan of San Mateo** ("HPSM" or "Plan"). San Mateo Medical Center and HPSM may be referred to individually as a "Party" and collectively as "Parties".

NOW THEREFORE, the Parties agree as follows:

I. Funding Description:

On February 5, 2025, the San Mateo Health Commission ("Commission") approved funding for a Primary Care Engagement Pilot through their Innovation Lab. The Commission approved a one-time funding allocation of three hundred thousand dollars and no cents ($300,000) for Primary Care Engagement for HPSM members to generate data to develop a value based care model as further defined in Section II. below.

II. Terms:

a. Primary Care Engagement. Provider agrees to use the $300,000 payment associated with this Agreement to:

i. Complete the Ethnographic research phase, co-develop a Care Team Model based on research results, and report out findings to HPSM and key stakeholders, by Q4 2025.

b. Term. The term of the agreement is from March 1, 2025 to March 1, 2028.

III. Reporting:

a. Provider will report the following via email to grants@hpsm.org and Luarnie.bermudo@hpsm.org:

Primary Care Engagement

Reporting due by date:	Report Details
5/1/2025	Confirm if Ethnographic Research Partner has been contracted.
6/1/2025	Report of number of members engaged in ethnographic research
7/1/2025	Report of number of members engaged in ethnographic research
8/1/2025	Report of number of members engaged in ethnographic research and provide status of co-design workshops.
10/1/2025	Provide status on the care model co-designed with community participants.

IV. Payment:

a. Upon receipt of fully executed agreement, Provider is expected to submit invoice to HPSM via email to Finance_AP@hpsm.org.
b. Payment will be made to Provider within thirty (30) days of receipt of invoice.

c. Provider agrees this payment solely applies for the period outlined above and does not imply ongoing funding.

V. Effect of Grant: SMMC hereby warrants and represents that it has documented the expected effect of the grant and expects that the funds will contribute meaningfully to SMMC's ability to maintain or increase the availability or enhance the quality of services provided to a medically underserved population. With regard to any applicable continuing promises or obligations that may last longer than one year, on or before the annual anniversary of the effective date of this LOA, SMMC shall evaluate and document whether the LOA continues to meaningfully contribute to the health center's ability to maintain or increase the availability, or enhance the quality, of services provided to medically underserved population(s).

VI. No Referrals, Compliance with Fraud and Abuse Laws: The parties expressly agree that nothing contained in this LOA is made in consideration of patient or client referrals, the exchange of patient or client referrals, or shall require the referral of any patients or clients from one party to the other. Neither party will knowingly or intentionally conduct himself or herself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medi-Cal programs.

VII. No Restrictions on Donations, Resources, or Suppliers to SMMC: The parties expressly agree that nothing contained in this LOA restricts SMMC's ability, if it chooses, to enter into agreements with other donor entities, lenders, suppliers, or providers to arrange for or enter into staffing arrangements or independent contracts for professional medical services, nursing services, or medical assistant services and the deployment of those services at locations of its choosing. In so doing, SMMC may look to and apply the procurement standards for beneficiaries of federal grants set forth in 45 C.F.R. § 75.326 through 75.340, if applicable.

VIII. No Restrictions On Care: The parties agree that nothing in this LOA shall burden or affect SMMC's ability to provide quality care to all qualifying patients regardless of their ability to pay.

IX. Notices:

a. Any notice, request, or other communication required or which may be given relative to this Agreement shall be in writing and shall be delivered or sent postage prepaid by certified, registered or express mail, courier services (Federal Express, UPS, etc.) or other means which can provide written proof of deliver and shall be deemed given two (2) days after the date of mailing unless written proof indicates differently, and is to be addressed as shown below

b. Any notice by email must be sent to the persons or positions and email addresses listed below, and attaching the relevant signed notice in "PDF" format:

To San Mateo Medical Center:	**To HEALTH PLAN OF SAN MATEO:**
San Mateo Medical Center smmc_contracting@smcgov.org	Pat Curran, Chief Executive Officer Pat.Curran@hpsm.org cc: Luarnie Bermudo, Provider Services Director Luarnie.Bermudo@hpsm.org
ATTN: Chief Executive Officer	**ATTN: Chief Executive Officer**
222 W. 39th Ave San Mateo, CA 94403	801 Gateway Blvd Suite 100 South San Francisco, CA 94080

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be duly executed by their respective authorized officers:

For HPSM: San Mateo Health Commission dba the Health Plan of San Mateo

DocuSigned by:
Trent Ehrgood
E36AB2B1AD9145...
Contractor Signature

1/9/2026 | 12:45:58 PM PST
Date

Trent Ehrgood – CFO
Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board