

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
ANKURA CONSULTING GROUP, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this   7   day of   January  , 20  25  , by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Ankura Consulting Group, 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 independent review organization services on December 7, 2021, for the term of October 25, 2021 through December 31, 2026, in an amount not to exceed \$350,000; and

WHEREAS, the parties wish to amend the Agreement to increase the amount of the agreement by \$350,000 to an amount not to exceed \$700,000.

**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 within 30 days of receipt of an invoice. 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 SEVEN HUNDRED THOUSAND DOLLARS (\$700,000). 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. All invoices must be approved by the Privacy and Compliance Officer 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. **All other terms and conditions of the agreement, between the County and Contractor shall remain in full force and effect.**

