

**THIRD AMENDMENT (2024-3)**  
**to the**  
**SERVICE AGREEMENT**  
**Between**  
San Mateo Health Commission d/b/a Health Plan of San Mateo (“HPSM”)  
and  
San Mateo County, Health, Family Health Services Division (“FHS”)

This Amendment to the Service Agreement is entered, by, and between the San Mateo Health Commission d/b/a Health Plan of San Mateo (“HPSM”) and the San Mateo County, Health, Family Health Services Division (“FHS”)

**RECITALS**

WHEREAS, HPSM is a County Organized Health System formed pursuant to Welfare and Institutions Code section 14087.51 and Sections 2.68.010, 2.68.030 of the San Mateo County Ordinance Code;

WHEREAS, HPSM and FHS entered into an Agreement (“Agreement”) effective January 1, 2019 to identify their respective rights and responsibilities in connection with the provision of CCS benefits to eligible enrollees by a CCS PROVIDER during the term hereof;

WHEREAS, HPSM and FHS entered into a First Amendment to the Agreement (“First Amendment 2020-01”) effective January 1, 2021 to extend the term of the agreement until December 31, 2021 and amend Section IV. Payments and Claims Processing;

WHEREAS, HPSM and FHS entered into a Second Amendment to the Agreement (“Second Amendment 2021-2”) effective January 1, 2022 to extend the term of the agreement until December 31, 2023 and amend Section IV. Payments and Claims Processing;

WHEREAS, HPSM and FHS wish to amend the agreement for the third time as set forth in this Amendment and to have the other terms of the agreement remain unchanged.

NOW, THEREFORE, HPSM and FHS hereby agrees as follows:

1. **ARTICLE VII of the agreement titled “Term and Termination”** shall be amended to extend the term of the agreement for additional year, as follows:

Term - The term of this Agreement shall commence on January 1, 2019, and shall continue in full force and effect until December 31, 2026, subject to the following provisions for termination.

2. **ARTICLE IV of the agreement titled Payments and Claims Processing** shall be amended to read as follows:

In consideration of the services provided by FHS in accordance with all terms, conditions, and specifications set forth in this Agreement, HPSM shall make payment to FHS based on the rates and in the manner specified as follows:

HPSM shall reimburse FHS for actual costs for providing all services as described above. The following process will be followed:

- i. FHS will invoice HPSM for HPSM's share within 10 business days of receipt of the revised claim and payment from DHCS. Invoicing dates may vary due to the fact that FHS receives the revised claim from DHCS at various times.
- ii. HPSM will provide payment within 30 days of receiving FHS's invoice.

In no event shall HPSM's total fiscal obligation under this Agreement exceed Two Million Eight Hundred Fifty Three Thousand Thirty Four Dollars and no cents (\$2,853,034.00) for the period of January 1, 2024 through December 31, 2024, not to exceed Two Million Nine Hundred Sixty Seven Thousand One Hundred Fifty Five Dollars and no cents (\$2,967,155.00) for the period of January 1, 2025 through December 31, 2025, and not to exceed Three Million Eighty Five Thousand Eight Hundred Forty One Dollars and no cents (\$3,085,841.00) for the period of January 1, 2026 through December 31, 2026. Amounts for 2025 and 2026 are estimated using a 4% increase per year from the 2024 budget amount and assumes a similar staffing model. Final budgets and staffing levels for 2025 and 2026 will be evaluated and approved prior to the start of each year based on projected HPSM membership engaged in this program. Either party may cancel this agreement with 30 days' notice for a subsequent year if an agreeable budget and staffing model is not obtained.

In the event that HPSM makes any advance payments, FHS agrees to refund any amounts in excess of the amount owed by HPSM at the time of contract termination or expiration.

**Incorporation of Agreement Rights, Duties and Obligations**

All other terms and provisions of said Agreement shall remain in full force and effect so that all rights, duties and obligations, and liabilities of the parties hereto otherwise remain unchanged.

By signing below, I affirm that I am the duly authorized representative of the signing party and have authority to execute and bind the party for which I affix my signature.

**San Mateo Health Commission d/b/a Health Plan of San Mateo**

	<i>Trent Ehrgood</i>	<i>Chief Financial Officer</i>
Signature	Name	Title

Dated: 2/6/2024

**County of San Mateo, Health System, Family Health Services**

Signature	Name	Title

Dated: \_\_\_\_\_