

SECOND AMENDMENT (2021-2)

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 has 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 has 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 wish to amend the agreement for the second 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, 2023, 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 total fiscal obligation under this Agreement exceed Two million Eight hundred Fifty Eight Thousand One hundred eighty five dollars and no cents (\$2,858,185.00) for the period of January 1, 2022 through December 31, 2022, and not to exceed Two million nine hundred seventy two thousand five hundred thirteen dollars and no cents (\$2,972,513.00) for the period of January 1, 2023 through December 31, 2023.

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.

3. 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

	<small>Digitally signed by Trent Ehrgood DN: cn=Trent Ehrgood, o=Health Plan of San Mateo, ou=Chief Financial Officer, email=Trent.Ehrgood@hpsm.org, c=US</small>	Trent Ehrgood, CFO
Signature	Name	Title

Dated: 12/23/2021

County of San Mateo, Health System, Family Health Services

Signature	Name	Title
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Dated: _____