

**AMENDMENT NUMBER SIX TO THE AGREEMENT WITH THE SAN MATEO HEALTH COMMISSION
DBA HEALTH PLAN OF SAN MATEO FOR THE ADMINISTRATION OF THE CONSOLIDATED
ACCESS AND CARE FOR EVERYONE (ACE) PROGRAM**

This Amendment Number Five is made this 1st day of April, 2023 by and between the San Mateo Health Commission dba Health Plan of San Mateo (HPSM), an independent public entity established by the San Mateo County Board of Supervisors pursuant to Welfare and Institutions Code Section 14087.51, hereinafter referred to as "HPSM" and/or "Contractor," and the County of San Mateo, San Mateo County Health, hereinafter referred to as "Health" and /or "County".

WITNESSETH:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for the County or Department thereof; and

WHEREAS, on July 21, 2015, the parties entered into an Agreement (Resolution No. 073943) for the Contractor to administer the Consolidated Access and Care for Everyone (ACE) Program as well as payment for indigent medical services for the term of April 1, 2015, to March 31, 2018; and

WHEREAS, Article 11.14 of such Agreement provides that the Agreement may be Amended or any part or section of it may be amended at any time during the term by mutual written consent; and

WHEREAS, on July 7, 2017, the parties amended the Agreement to allow San Mateo County to share California Department of Health Care Services (DHCS) data with the Health Plan of San Mateo pursuant to Section 9 of Data Use Agreement (DUA) #IMD-2017-0010 between San Mateo County and DHCS; and

WHEREAS, on February 27, 2018, the parties further amended the Agreement to extend the term of the agreement through March 31, 2020, increase the amount payable under the Agreement by \$24,335,000, to an amount not to exceed \$49,085,000 and replace Exhibit B in its entirety with Revised Exhibit B (rev. 2-27-18); and

WHEREAS, on March 21, 2018, the parties further amended the Agreement to allow San Mateo County to share California Department of Health Care Services (DHCS) data with the Health Plan of San Mateo pursuant to Section 9 of Data Use Agreement (DUA) #IMD-2017-0010 Amendment 1 between San Mateo County and DHCS; and

WHEREAS, on June 23, 2020, the parties further amended the Agreement to extend the term of the Agreement through March 31, 2022, increase the amount payable under the agreement by \$24,335,000, to an amount not to exceed \$73,420,000 and replaced Exhibit B in its entirety with Revised Exhibit B (rev.1/15/20); and

WHEREAS, on December 14, 2021, the parties further amended the Agreement to extend the term of the agreement through March 31, 2023, and to increase the amount payable under the Agreement by \$9,485,000 to an amount not to exceed \$82,905,000 and replaced Revised Exhibit B (rev. 1/15/20) in its entirety with Revised Exhibit B (rev. 4/1/21); and

WHEREAS, the parties wish to further amend the Agreement to extend the term of the Agreement by 18 months through September 30, 2024, and to increase the amount payable under the Agreement by \$10,680,750 to an amount not to exceed \$93,585,750 and to replace Revised Exhibit B (rev. 4/1/21) with Revised Exhibit B (rev. 1/20/23),

NOW, THEREFORE, IT IS HERBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 10.1 of Article 10, Term and Termination, is hereby amended in its entirety to read as follows:


This Agreement shall become effective on the Effective Date and shall be for a term of one

hundred and fourteen months (114) months, ending September 30, 2024.

2. The Revised Exhibit B, Payment, (rev. 4/1/21), is hereby replaced in its entirety by Revised Exhibit B, Payment, (rev. 1/20/23), a copy of which is attached to this Amendment and incorporated herein by reference.
3. This Amendment shall be effective April 1, 2023 and remain in effect until September 30, 2024.
4. By signing this Amendment, both parties mutually agree that the 45-business day notice requirement for this contract amendment as provided for in Section 1375.7 of the California Health and Safety Code does not apply.
5. All other terms and provisions of said Agreement, as amended, shall remain in full force and effect so that all rights, duties and obligations, and liabilities of the parties hereto otherwise remain unchanged.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: San Mateo Health Commission

 _____ Contractor Signature	April 13, 2023 _____ Date	Patrick Curran, CEO Health Plan of San Mateo _____ Contractor Name (please print)
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County of San Mateo

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

REVISED EXHIBIT B
PAYMENT
(rev. 1/20/23)

B.1 Third Party Administration Fee

B.1.1 For dates between April 1, 2020 through March 31, 2021

For the Third Party Administrative (TPA) services provided pursuant to the Agreement, the Health System shall pay HPSM \$8.50 per participant per month. Participation shall be determined by the Eligible Participant count reflected in the One-E-App eligibility system with which the Health System contracts as of the 15th of each month. HPSM shall retrieve the participation count on the 15th of each month and submit an invoice (TPA Statement) to the Health System on the 16th of each month.

The Health System's total fiscal obligation for the TPA services provided by HPSM shall be based on the expected maximum number of Eligible Participants participating in the ACE Program (approximately 21,000 as of March 2020). As such, the Health System's total fiscal obligation for TPA services for April 1, 2020 through March 31, 2021 under this Agreement shall not exceed \$2,220,000.

B.1.2 April 1, 2021 through March 31, 2023

For the Third Party Administrative (TPA) services provided pursuant to the Agreement, the Health System shall pay:

Participant Count	Per Participant Per Month
Per Total Participant count of 22,000 and under	\$8.50
Per Total Participant count over 22,000	\$4.25

Participation shall be determined by the Eligible Participant count reflected in the One-E-App eligibility system with which the Health System contracts as of the 15th of each month. HPSM shall retrieve the participation count on the 15th of each month and submit an invoice (TPA Statement) to the Health System on the 16th of each month.

The Health System's total fiscal obligation for the TPA services provided by HPSM shall be based on the expected maximum number of Eligible Participants participating in the ACE Program (approximately 25,500 as of July 2021). As such, the Health System's total fiscal obligation for TPA services under this Agreement shall not exceed \$2,600,000 per year. If there is a material change in the volume of Eligible Participants enrolled in the program of ten percent or greater, then HPSM reserves the right to renegotiate the per participant per month fee to accurately reflect its administration costs.

B.1.3 April 1, 2023 Through September 30, 2024

For the Third Party Administrative (TPA) services provided pursuant to the Agreement, the Health System shall pay:

Participant Count	Per Participant Per Month
Per Total Participant count of 22,000 and under	\$8.50
Per Total Participant count over 22,000	\$4.25

Participation shall be determined by the Eligible Participant count reflected in the One-E-App eligibility

system with which the Health System contracts as of the 15th of each month. HPSM shall retrieve the participation count on the 15th of each month and submit an invoice (TPA Statement) to the Health System on the 16th of each month.

The Health System's total fiscal obligation for the TPA services provided by HPSM shall be based on the expected maximum number of Eligible Participants participating in the ACE Program (approximately 22,500 as of December 2022). As such, the Health System's total fiscal obligation for TPA services under this Agreement shall not exceed \$2,320,500 per year. If there is a material change in the volume of Eligible Participants enrolled in the program of ten percent or greater, then HPSM reserves the right to renegotiate the per participant per month fee to accurately reflect its administration costs.

B.2 Health Care Costs

The Health System is fully responsible for the health care costs incurred under Agreement in so far as they are properly adjudicated and paid by HPSM in accordance with the Benefit Plan for services provided to Eligible Participants as identified on the Eligible Participants List. Payment for these health care costs shall be provided in accordance with Article 4 of this Agreement and shall be separate and distinct from the Health System's total fiscal obligation noted above.

B.2.1 For dates between April 1, 2020 through March 31, 2021, costs for health care are estimated at \$700,000 per month for an annual total of \$8,400,000.

B.2.2 For dates between April 1, 2021 through March 31, 2023, costs for health care are estimated at \$750,000 per month for an annual total of \$9,000,000.

B.2.3 For dates between April 1, 2023 through September 30, 2024, costs for health care are estimated at \$400,000 per month for an annual total of \$4,800,000.

Total costs for this contract payable by the County shall not exceed \$93,585,750 during the term of the Agreement.