

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
HEALTHWAYS, INC**

THIS AMENDMENT TO THE AGREEMENT, entered into this First day of September, 2015, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and HealthWays, Inc, 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, On February 11, 2014, the parties entered into an Agreement for whereby Contractor provides outreach, enrollment and retention services for children and adult health coverage services (hereafter "the Agreement") pursuant to the San Mateo County Board of Supervisor's Resolution No. 073008; and

WHEREAS, this agreement has been amended once since originally executed; and

WHEREAS, the parties now wish to amend further the agreement to extend the agreement from January 1, 2014 through December 31, 2015 to January 1, 2014 to December 31, 2017, increase the amount of the agreement by \$150,735 to \$315,335.

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

1. Section Exhibit A, letter 'k' of the agreement is amended to read as follows:

Assist in enrolling at least 870 children and adults per year in MC, HK, ACE and CC programs on annual basis during the term of this agreement. The Contractor's CECs will conduct all application assistance via the One-e-App and CC California Healthcare Enrollment, Eligibility and Retention (CalHEERS) web based application processing systems. Application assistance will consist of determining potential eligibility for applicants, assisting them with the verification collection, and explaining their health coverage benefits. The Contractor will provide the enrollment numbers on their monthly report form.

2. Section Exhibit A of the agreement is amended to add the following paragraph:

As part of the state legislation (SB 18) grant funding, the Contractor will contact MC beneficiaries who are due for renewal and provide renewal application assistance,

distribute MC renewal outreach flyers at community sites and participate in monthly SB 18 workgroup meetings.

3. Section Exhibit B, letter 'A' of the agreement is amended to read as follows:

The contractor shall be paid a total of THREE HUNDRED FIFTEEN THOUSAND THREE HUNDRED THIRTY FIVE DOLLARS (\$315,335) for the term of the agreement. Funding to the Contractor will be contingent upon availability of public and private funds received by the Health Coverage Unit.

4. Section Exhibit B, letter 'B' of the agreement is amended to read as follows:

The contractor shall invoice the County for \$30,900 prior to the first monthly report (January 2014). The Contractor may then invoice for the amount of \$71,900 upon approval of the sixth monthly report (July 2014), \$30,900 upon approval of the twelfth monthly report (January 2015), \$41,470 upon approval of the 18th monthly report (July 2015), \$38,256 upon approval of the 24th monthly report (January 2016), \$38,256 upon approval of the 30th monthly report (July 2016), \$31,827 upon approval of the 36th monthly report (January 2017), and the final \$31,826 upon approval of the 42nd monthly report (June 2017) verifying that requested services are being completed according to the quality and quantity agreed upon by both parties.

5. **All other terms and conditions of the agreement dated February 11, 2014, between the County and Contractor shall remain full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

HealthWays, Inc



Contractor's Signature

Date: 8/12/15