

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
HealthWays, Inc**

THIS AMENDMENT TO THE AGREEMENT, entered into this Third day of November, 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 twice since originally executed; and

WHEREAS, the parties now wish to amend further the agreement to increase the amount of the agreement by \$50,000 to \$365,335.

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

1. Section 16. Notices is amended to read as follows:

16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Srija Srinivasan / Director of Family Health Services and Health Coverage Unit

Address: 2000 Alameda de las Pulgas, Suite 235
San Mateo, CA 94403

Telephone: 650-573-2095

Facsimile: 650-573-2116
Email: ssrinivasan@smcgov.org

In the case of Contractor, to:

Name/Title: Dr. Vennie Acebedo
Address: 901 Campus Drive, Suite 209
Daly City, CA 94015
Telephone: 650-534-4050
Facsimile: 650-994-3037
Email: veace525@gmail.com

2. Exhibit A is amended to add the following:

Covered California Navigator Grant Services

- a. Providing regular in-person enrollment assistance to CC-eligible consumers in RFHC's services area.
- b. Developing a volunteer program and recruiting volunteers (such as community members as well as college students) to help distribute flyers about the importance of health coverage and the enrollment assistance available.
- c. Supporting outreach or enrollment events at community locations targeting CC-eligible consumers in RFHC's service area.
- d. Meeting regularly with key Ravenswood School District employees, and reaching out to parents of uninsured students (or passing contact information to the HCU so it can reach out to them)
- e. Participating in local, regional or statewide activities related to furthering Affordable Care Act success in San Mateo County.
- f. Providing data to fulfill all reporting responsibilities related to RFHC's activities to CC for the Navigator Grant.
- g. Partnering with the Health System / HCU on efforts aimed at meeting the CC Navigator Grant program targets and achieving the goal of maximizing enrollment.
- h. Proactively raising opportunities where the HCU and/or other entities could help increase enrollment.

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

The contractor shall be paid a total of THREE HUNDRED SIXTY FIVE THOUSAND THREE HUNDRED THIRTY FIVE DOLLARS (\$365,335) 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. 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), \$63,256 upon approval of the 24th monthly report (January 2016), \$63,256 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

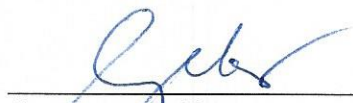
By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

HealthWays, Inc



Contractor's Signature

Date: Dec 2, 2015