

AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND SAN MATEO COMMUNITY
HEALTH AUTHORITY

THIS AMENDMENT TO THE AGREEMENT, entered into this 01 day of July, 2018, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and San Mateo Health Commission, Health Plan of San Mateo, 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, the parties entered into an Agreement for San Mateo Health Commission, Health Plan of San Mateo to provide health care services to eligible enrollees of California Children's Services on January 20, 2016; and

WHEREAS, on January 1, 2018 the parties amended the Agreement to extend the term from November 1, 2015 through March 31, 2018 to November 1, 2015 through June 30, 2018; and

WHEREAS, the parties wish to amend the Agreement to extend the term from November 1, 2015 through June 30, 2018 and increase the amount of the Agreement by \$200,000 to \$7,450,000.

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

1. Section SERVICE AGREEMENT of the agreement is amended to read as follows:

This Agreement is entered into, by, and between the San Mateo Health Commission, Health Plan of San Mateo ("HPSM") and the County of San Mateo, Health System, Family Health Services Division (FHS), as of November 1, 2015 ("Effective Date") and through December 31, 2018.

2. ARTICLE V PAYMENTS AND CLAIMS PROCESSING of the agreement is 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 shall invoice DHCS for CCS Administration costs within 60 days after the end of each quarter. Within five business days of sending the invoice to DHCS, FHS shall provide HPSM a copy of the invoice and related back-up in order for HPSM to accrue expected costs.
- ii. 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.
- iii. The amount that HPSM pays FHS shall be the amount remaining following DHCS reimbursement, which shall be approximately 70% of CCS total costs. FHS shall be reimbursed 100% of CCS Administration costs between DHCS and HPSM.
- iv. HPSM will provide payment within 30 days of receiving FHS's invoice.

In no event shall HPSM total fiscal obligation under this Agreement exceed seven million, four hundred and fifty thousand dollars (\$7,450,000). 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. All other terms and conditions of the agreement dated January 1, 2018, between the County and Contractor shall remain in full force and effect.**

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 COMMUNITY HEALTH AUTHORITY

DocuSigned by: <i>Maya Altman</i> 1E120A1BD67C41A...	7/3/2018 8:25 AM PDT	Maya Altman
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board