

**First Amendment (2020-1)**  
**To**  
**Agreement Between**  
**San Mateo Health Commission d/b/a Health Plan of San Mateo (PLAN)**  
**And**  
**County of San Mateo, Aging and Adult Services Division (MSSP Provider)**

This First Amendment to the Agreement ("First Amendment") is made this \_\_\_<sup>th</sup> day of \_\_\_\_\_, by and between the San Mateo Health Commission d/b/a Health Plan of San Mateo (PLAN) and County of San Mateo, Aging and Adult Services Division (MSSP Provider)."

**RECITALS:**

WHEREAS, PLAN and MSSP Provider have entered into an Agreement ("Agreement") effective November 1, 2015; and

WHEREAS, the MSSP Provider is an entity previously contracted with the California Department of Aging (CDA) to provide Multipurpose Senior Services Program (MSSP) Waiver services to eligible Medi-Cal beneficiaries on behalf of DHCS pursuant to an Interagency Agreement between DHCS and CDA to provide the MSSP. PLAN and MSSP Provider desire to amend the agreement to update the reimbursement rate paid by PLAN to MSSP Provider.

NOW, THEREFORE, PLAN and MSSP Provider hereby acknowledge and agree on the following:

1) **Article IV, B, "Payment" shall be amended to read as follows:**

**B. Payment**

1. PLAN shall pay MSSP PROVIDER a fixed monthly amount of \$446.35 per member per month (PMPM). Payment of \$446.35 PMPM by PLAN to MSSP PROVIDER shall be effective starting July 1, 2019.
2. MSSP PROVIDER shall accept PLAN's payment as payment in full and final satisfaction of PLAN's payment obligation for MSSP Services for each MSSP Participant enrolled in PLAN.
3. MSSP PROVIDER shall not submit separate claims to different plans for the same MSSP Participant within the same invoice period.
4. PLAN shall send payment for each PLAN Member to MSSP PROVIDER upon receipt of the monthly claim from the MSSP PROVIDER. PLAN shall pay MSSP PROVIDER no later than 30 days after receipt of an undisputed claim.
5. MSSP PROVIDER shall make timely payments to its Subcontractors/Vendors under this Agreement.

**Effective Date**

The amendment shall be effective July 1, 2019.

**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. To the extent that any provision of this First Amendment conflicts with the Agreement, this First Amendment shall control.

**MSSP PROVIDER**

County of San Mateo  
Aging and Adult Services

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**PLAN**

Health Plan of San Mateo



\_\_\_\_\_  
Signature

Maya Altman  
\_\_\_\_\_  
Name

Chief Executive Officer  
\_\_\_\_\_  
Title

May 28, 2020  
\_\_\_\_\_  
Date