

**FIRST AMENDMENT (2020-1)**

**to the**

**SERVICE AGREEMENT**

**Between**

San Mateo Health Commission d/b/a Health Plan of San Mateo ("HPSM")

And

San Mateo County, Health, Family Health Services Division (FHS)

This Amendment to the Service Agreement is entered, by, and between the San Mateo Health Commission d/b/a Health Plan of San Mateo ("HPSM") and the San Mateo County, Health, Family Health Services Division (FHS)

**RECITALS**

WHEREAS, HPSM is a County Organized Health System formed pursuant to Welfare and Institutions Code section 14087.51 and Sections 2.68.010, 2.68.030 of the San Mateo County Ordinance Code;

WHEREAS, HPSM and FHS has entered into an Agreement ("Agreement") effective January 1, 2019 to identify their respective rights and responsibilities in connection with the provision of CCS benefits to eligible enrollees by a CCS PROVIDER during the term hereof;

WHEREAS, HPSM and FHS wish to amend the agreement as set forth in this Amendment and to have the other terms of the agreement remain unchanged.

NOW, THEREFORE, HPSM and FHS hereby agrees as follows:

1. ARTICLE VII of the agreement titled "Term and Termination" shall be amended to extend the term of the agreement for additional year to read as follows:

Term - The term of this Agreement shall commence on January 1, 2019, and shall continue in full force and effect until December 31, 2021, subject to the following provisions for termination:

2. ARTICLE IV of the agreement titled Payments and Claims Processing shall be 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 will invoice HPSM for HPSM's share within 90 days after the last day of each quarter.
- ii. HPSM will provide payment within 30 days of receiving FHS's invoice.

In no event shall HPSM's total fiscal obligation under this Agreement for the year of 2021 exceed two million, four hundred fifty-six thousand, one hundred eighty-six dollars and no cents (\$2,456,186.00).

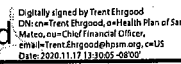
Should circumstances change, additional FTEs may be added if both parties mutually agree to a "not to exceed" amount of two million, seven hundred fifty thousand, five hundred sixty-two dollars and no cents (\$2,750,562) for the period of January 1, 2021 through December 31, 2021. In the event that HPSM 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. 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.

By signing below, I affirm that I am the duly authorized representative of the signing party and have authority to execute and bind the party for which I affix my signature.

**San Mateo Health Commission d/b/a Health Plan of San Mateo**

 Trent Ehrgood	Trent Ehrgood	Chief Financial Officer
Signature	Name	Title

Dated: \_\_\_\_\_

**County of San Mateo, Health System, Family Health Services**

_____ Signature	_____ Name	_____ Title
--------------------	---------------	----------------

Dated: \_\_\_\_\_