

**AMENDMENT TO THE AGREEMENT BETWEEN  
THE SAN MATEO HEALTH COMMISSION AND THE COUNTY OF SAN MATEO TO  
ADMINISTER THE HEALTHY KIDS PROGRAM**

This Amendment is entered into this \_\_\_\_\_ day of January, 2004.

**WITNESSETH:**

**WHEREAS**, on January 28, 2003 the parties entered into an Agreement for the Health Plan to administer the funding for the Healthy Kids program, with the term of said agreement being from January 28, 2003 to January 27, 2005 (hereafter “the Agreement”); and

**WHEREAS**, the parties now wish to amend the agreement.

**NOW THEREFORE**, the parties agree that their Agreement for administration of the Healthy Kids Program is amended as follows:

1. All references to the ‘Children and Families First Commission’ are hereby amended to read “First 5 San Mateo County Commission.”
2. Section 2.1 is amended to read as follows: The Healthy Kids Program will be funded by several sources which will pay premiums to PLAN on behalf of Members. These include: **(1) the County of San Mateo acting on behalf of the First 5 San Mateo County Commission, (2) the County of San Mateo acting on behalf of Peninsula Community Foundation, and (3) the County of San Mateo acting on its own behalf.**
3. Section 2.2 is amended to read as follows: Funding sources shall pay the premiums for Members in the following order of priority: **(1) the County of San Mateo acting on behalf of the First 5 San Mateo County Commission for**

**Members up to the age of six (6) until all the Commission's allocated funds are committed;** (2) the County of San Mateo acting on behalf of the Peninsula Community Foundation for Members meeting the qualifications or restrictions placed on the Foundation's funds, if any, until all the Foundation's allocated funds are committed'; and (3) the County of San Mateo acting on its own behalf for Members not covered under (1) or (2) until all the County's allocated funds are committed.

4. This amendment shall be effective on January 1,2004.
5. All other terms, conditions, and provisions of said Amended shall remain in full force and effect so that all rights, duties, obligations and liabilities of the parties hereto remain unchanged.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES** that the Agreement of January 28, 2003 be amended accordingly, and that these amendments are hereby incorporated and made a part of the original Agreement and any amendments thereto, and subject to all provisions therein.

**IN WITNESS WHEREOF**, the parties have executed this Amendment on the date and year written below.

\_\_\_\_\_  
Chair, - - - - - \_\_\_\_\_

Date

**EXECUTIVE DIRECTOR**

\_\_\_\_\_  
Date - - - - - \_\_\_\_\_