

**AMENDMENT #1 TO THE AGREEMENT BETWEEN
THE CHILDREN'S HEALTH INITIATIVE AND
THE SAN MATEO HEALTH COMMISSION
TO ADMINISTER THE HEALTHY KIDS PROGRAM**

This Amendment is entered into this _____ day of September, 2006.

W I T N E S S E T H:

WHEREAS, on February 12, 2005 the parties entered into an Agreement for the Health Plan to provide health insurance to Healthy Kids members for the period of February 12, 2005 to February 11, 2008 (hereafter "the Agreement"); and

WHEREAS, The San Mateo Health Commission has executed a Joint Powers Agreement to form the San Mateo Community Health Authority; and

WHEREAS, The Board of Supervisors on behalf of the County of San Mateo approved the Joint Powers Agreement and the assignment of various contracts to the San Mateo Community Health Authority pursuant to its Resolution No. 067559; and

WHEREAS, contract rates are renewed on an annual basis and the capitation rate for February 12, 2006 through February 11, 2007 is being reduced; and

WHEREAS, the payment for the Retention Grant is to be increased; 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 "San Mateo Health Commission" are hereby amended to read: "San Mateo Community Health Authority".

2. **Attachment B** – Premium Schedule for 2005, is hereby amended to read:

"Attachment B – Premium Schedule for **February 12, 2006 through February 11, 2007**. Premium per Member per month is **\$91.45**."

3. **Attachment C**, paragraph C.2, last two sentences are amended to read:

"PLAN will be paid an amount equal to the person's weekly salary and benefits amount for work performed per this Attachment, up to a maximum of **\$56,653.00** for **calendar year 2006**. Payment beyond **2006** will be subject to another amendment to this contract".

4. This amendment shall be effective on January 1, 2006.
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 February 12, 2005 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 of the date and year written below.

COUNTY OF SAN MATEO

SAN MATEO COMMUNITY
HEALTH AUTHORITY

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

By: SGT Solyu fn
Jack Tayan, Chairperson
San Mateo Community Health Authority

Date: _____

Date: 9/13/06