

**AMENDMENT TO SERVICE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND SAN MATEO HEALTH COMMISSION**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SAN MATEO HEALTH COMMISSION, DBA HEALTH PLAN OF SAN MATEO, hereinafter called "HPSM";

W I T N E S S E T H:

WHEREAS, on June 29, 2010, the County Board of Supervisors adopted Resolution 070896, which authorized execution of the Agreement with the Health Plan of San Mateo to participate in the county-based Medi-Cal Administrative Activities (CMAA) federal reimbursement program (the "Agreement");

WHEREAS, both parties now wish to amend the Agreement to address possible increased claims due to changes in state guidelines, as well as to extend the participation period set forth in the Agreement.

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

1. Section 4. Payments, is hereby amended in its entirety to read as follows:
  4. Payment to HPSM. In consideration of the services provided by HPSM in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," the amount that County shall be obligated to pay is specified in Exhibit "B." In no event shall County's payments under the Agreement exceed Two Million Five Hundred Thousand Dollars, \$2,500,000.00.
2. Original Exhibit "B" – Payment Procedures, is hereby deleted in its entirety and replaced with revised Exhibit "B1" (rev. October 22, 2010) attached hereto and incorporated herein by reference.
3. **All other terms and conditions of the agreement dated June 29, 2010, between the County and Contractor shall remain in full force and effect.**

Exhibit B1

In consideration of the services provided by HPSM and County in Exhibit "A":

County shall be entitled to retain as an administrative fee five percent of revenue generated by the HPSM through the CMAA program for participation from FY 2007-08 through FY 20012-13, inclusive. Upon receipt of funds from the State, County will forward the revenue to the HPSM within 60 days, less the above-referenced five percent administrative fee and will include an invoice showing the breakout of the fee and revenue received.

As stated above, if the state and/or federal government audits any claims related to the HPSM activities and subsequently withholds revenue from County on behalf of those claims, the HPSM agrees to make County whole for such funds that have already been paid to HPSM by repaying the County all such funds paid to the HPSM pursuant to this Agreement within 60 days of notice of said revenue shortfall caused by such a withholding.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

SAN MATEO HEALTH COMMISSION  
d.b.a. HEALTH PLAN OF SAN MATEO

By: \_\_\_\_\_  
Richard S. Gordon,  
President, Board of Supervisors

By: \_\_\_\_\_  
Maya Altman  
Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_