

AMENDMENT TO THE GROUP HEALTH SERVICE CONTRACT

To be attached to and made a part of the Group Health Service Contract numbers MH0080/MH0081/MH0090, 930052 and 930053 issued by BLUE SHIELD of CALIFORNIA to

COUNTY OF SAN MATEO

Effective October 1, 2001, the above-stated Contracts are amended as follows:

1. **THE OCTOBER 1, 2000 RENEWAL TERM IS EXTENDED THROUGH THE END OF THE CURRENT YEAR, TO CONCLUDE ON DECEMBER 31, 2001.**
2. **FOR THE PERIOD OF OCTOBER 1, 2001 THROUGH DECEMBER 31st 2001, THE RATES (MONTHLY DUES) CURRENTLY IN EFFECT FOR EACH OF THE ABOVE-STATED CONTRACTS WILL INCREASE BY 6%, AS SHOWN BELOW:**

MONTHLY DUES (GROUP NUMBERS MH0080/MH0081/MH0090)

Subscriber.....	\$242.31
Additional for 1 Dependent.....	\$260.94
Additional for 2 or more Dependents	\$489.84

MONTHLY DUES (GROUP NUMBER 930052)

**Section 0000 - Active Employees & Retirees Over Age 65/
Spouse Over Age 65**

Subscriber.....	\$236.79
Additional for 1 Dependent.....	\$236.79
Additional for 2 or more Dependents	\$596.36

**Section 0001 - Active Employees & Retirees Over Age 65/
Spouse Under Age 65**

Subscriber.....	\$236.79
Additional for 1 Dependent.....	\$382.51
Additional for 2 or more Dependents	\$736.68

**Section 0002 - Active Employees & Retirees Under Age 65/
Spouse Under Age 65 (Out-of-Area)**

Subscriber.....	\$354.16
Additional for 1 Dependent.....	\$382.51
Additional for 2 or more Dependents	\$736.68

**Section 0003 - Active Employees & Retirees Under Age 65/
Spouse Over Age 65 (Out-of-Area)**

Subscriber.....	\$354.16
Additional for 1 Dependent.....	\$236.79
Additional for 2 or more Dependents	\$596.36

MONTHLY DUES (GROUP NUMBER 930053)

Section 0000 - Retiree Over Age 65/Spouse Over Age 65

Subscriber	\$195.61
Additional for one Dependent	\$195.61
Additional for two or more Dependents	\$552.50

3. FOR THE PERIOD OF OCTOBER 1, 2001 THROUGH DECEMBER 31st 2001, THE RATES (MONTHLY DUES) CURRENTLY IN EFFECT FOR EACH OF THE ABOVE-STATED CONTRACTS WILL INCREASE BY 6%, AS SHOWN BELOW, Continued

MONTHLY DUES (GROUP NUMBER 930053), Continued

Section 0001 - Retiree Over Age 65/Spouse Under Age 65

Subscriber	\$195.61
Additional for one Dependent	\$382.51
Additional for two or more Dependents	\$736.68

4. GROUP HEALTH SERVICE CONTRACTS MH0080/MH0081/MH0090, 930052 AND 930053 WILL RENEW EFFECTIVE JANUARY 1, 2002. SUBSEQUENT RENEWALS WILL HAVE A JANUARY ANNIVERSARY DATE.

5. THE "NON-DISCRIMINATION" PROVISION APPEARING IN THE CONTRACT PART ENTITLED "GENERAL PROVISIONS" IS DELETED AND REPLACED BY THE FOLLOWING, AND A NEW "EQUAL BENEFITS" PROVISION IS ADDED:

NON-DISCRIMINATION

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to three (3) years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

EQUAL BENEFITS

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

This provision is subject to all terms and conditions of the Contracts not inconsistent with this amendment.

BLUE SHIELD of CALIFORNIA


Chairman, President and CEO

Supplement to *Evidence of Coverage*
and *Disclosure Form Booklet*

County of San Mateo

Effective Date: October 1, 2001

As of the above Effective Date, the following changes are added to and made a part of your *Evidence of Coverage and Disclosure Form* booklet:

- ◆ Beginning in the year 2002, and for all subsequent years that your coverage remains in effect, your Blue Shield Health Plan will renew in the month of JANUARY (the previous October anniversary date will no longer apply). **The next Renewal Effective Date for your Plan will be January 1, 2002.**
- ◆ **The “Non-Discrimination” Provision currently appearing in your booklet is deleted and replaced by the following, and a new “Equal Benefits” Provision is added:**

NON-DISCRIMINATION

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this health plan on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this health plan.

Violation of the non-discrimination provisions of this health plan shall be considered a breach of this health plan and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to: i) termination of this health plan; ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to three (3) years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

EQUAL BENEFITS

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

This insert is not a contract. Please retain it with your *Evidence of Coverage and Disclosure Form* booklet.



COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: BLUE SHIELD OF CALIFORNIA

Contact Person: MELISSA CLARK, BENEFITS MANAGER

Address: 50 BEALE STREET, SAN FRANCISCO CA 94105

Phone Number: 415-229-5268 Fax Number: 415-229-6222

II Employees

Does the Contractor have any employees? x Yes ___ No

Does the Contractor provide benefits to spouses of employees? x Yes ___ No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- [x] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.*
[] Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
[] No, the Contractor does not comply.
[] The Contractor is under a collective bargaining agreement which began on ___ (date) and expires on ___ (date).

* Currently, BlueShield offers same sex domestic partners benefits. Effective 1/1/2002, BlueShield will expand benefit coverage to opposite sex partners also.
IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 27 day of AUG, 20 01 at SAN FRANCISCO, CA (City) (State)

Melina Leask Signature

Benefits Manager Title

Melissa Clark Name (Please Print)

94-0360524 Contractor Tax Identification Number