



peninsula
community foundation

GRANT AGREEMENT

In consideration of the Grant hereinafter described by Peninsula Community Foundation, 1700 South El Camino Real, Suite 300, San Mateo, California, 94402, ("Foundation") to

Grantee: County of San Mateo, by and through its Health Services Agency
Address: 225 37th Avenue
San Mateo, CA 94403

Grantee Contact Person: Margaret Taylor, Director of Health Services
Foundation Program Officer: Srija Srinivasan, Program Officer

The Grantee agrees to the following:

TERMS AND CONDITIONS OF THE GRANT:

The following terms and conditions shall be met by the Grantee in order to receive the grant that has been awarded. Should Grantee fail to meet any of these terms and conditions, Foundation may, in its sole discretion, withdraw and terminate the Grant and shall thereafter have no further obligation to disburse to Grantee any remaining unpaid grant funds, and may, in its sole discretion, require repayment of any grant funds which were not used in accordance with the terms of this Grant Agreement (the "Agreement"), including the Grant Purpose and the Special Conditions set forth below and the Grant Application which is the basis for the Grant (the "Grant Application").

1. Grant Purpose: To administer the Healthy Kids program -- which provides health and dental benefits for low-income children in San Mateo County -- and to support Children's Health Initiative activities including, but not limited to, outreach, enrollment, and retention activities, eligibility determination, evaluation, marketing, and fundraising.

2. General Terms:

Name of Project: Children's Health Initiative
Grant Amount: \$1,333,000
Date Approved: 1/3/03
Grant Period: 1/1/2003 through 12/31/2003

Anticipated Project Outcomes:

- Improve health outcomes of children by enrolling 4,800 uninsured children into Medi-Cal, Healthy Families and Healthy Kids;
 - Grantee will subcontract with the Health Plan of San Mateo (HPSM) to administer the health insurance programs into which children are enrolled;
 - Grantee will manage HPSM invoicing and reconciliation to determine premium

- payments due for Healthy Kids;
- Grantee will track premium amounts due and paid by funder source to enable the Foundation to satisfy requirements of funders whose funds are held in the Children's Health Initiative (CHI) Fund;
 - Grantee will work with the CHI Coalition to recommend that the Foundation award quarterly grants based on the Estimated Quarterly Premium Due as described in the Payment Schedule below.
- Foundation will award grants for premiums as billed by Grantee and recommended by the Coalition. However, in the event of a disagreement as to the amount owed, Foundation will communicate discrepancies to Grantee, which will make an effort to resolve any discrepancy noted by the next billing period. Premium adjustments due to discrepancies will be incorporated into the next Total Quarterly Premium Amount due.
 - Foundation shall have an obligation to pay premiums only to the extent that funds are available in the CHI Fund.
- Develop and conduct outreach and enrollment activities for Healthy Families, Medi-Cal and Healthy Kids, raising awareness of health issues and the need for health coverage and leading to increased enrollment of 1,600 previously uninsured during the first year;
 - Grantee's responsibilities will include management of subcontracts with community-based organizations to conduct outreach and enrollment of eligible children;
 - Increase parents' awareness of available health benefit options and appropriate utilization of the health care system with target that 60 percent of MC/HF/HK children, who are contacted for follow-up, utilize one or more medical or dental service over the year;
 - Develop and implement processes with a target of 60 percent of children retaining Medi-Cal/Healthy Families/Healthy Kids benefits beyond the initial year of enrollment;
 - Evaluate the Children's Health Initiative in order to document progress toward the broader goal of ensuring that all children in San Mateo County, below 400% of the Federal Poverty Level, have health insurance and access to regular medical care;
 - Grantee's responsibilities will include management of an RFP and selection process for an external evaluation vendor as well as management of evaluation contract(s) ultimately awarded;
 - Grantee will provide regular reports to the CHI Coalition on progress in outreach, enrollment and other activities.
 - Grantee will provide materials for meeting reporting obligations of CHI funders, including maintenance of accounting and expense records to demonstrate program expenditures supported by various funding entities and narrative and outcomes reporting.
 - Implement and conduct an eligibility determination process that leads to a 100 percent rate of correct enrollment and a 0 percent rate of incorrect denials;

- Grantee's responsibilities will include subcontract with an IT vendor to implement an electronic enrollment platform;
- Conduct a marketing and public awareness campaign that leads to an increase in awareness of available health coverage options for low-income children;
- Conduct an aggressive fundraising campaign leading to long-term CHI funding sustainability.

Payment Schedule:

The Grant will be paid on a quarterly basis due by the last work-day of January, April, July, and October, over the grant period and contingent on funding received for the CHI Fund at PCF. In the event Grantee submits an invoice, with current/projected Healthy Kids membership, to CHI and CHI submits it to the Foundation later than the first (1st) working day of a quarter, the total Quarterly payment will be due no later than thirty (30) calendar days after receipt of the invoice by Foundation.

At the beginning of each quarter, Grantee shall submit to the CHI Coalition an invoice listing non-premium costs and a current/projected membership report. This report shall include the Actual Quarterly Premium Due (based on the number of actual member months of coverage for the previous quarter) and an Estimated Quarterly Premium Due (based on a projection of member months to be covered during the previous quarter). The CHI Coalition will recommend that the Foundation award a grant to Grantee based on the Estimated Quarterly Premium Due and the projected non-premium expenses.

Premiums shall be paid prospectively for the estimated number of member months of coverage for the current quarter. The Estimated Quarterly Premium Due shall be adjusted based on the difference between the Actual Quarterly Premium Due for the last quarter and the Estimated Quarterly Premium Due and not paid by Foundation for the last quarter.

For the first month or partial month of a Member's coverage, Foundation will pay one hundred percent (100%) of the Premium for Members with effective dates of coverage on the first (1st) through sixteenth (16th) day of the month. No Premium will be paid for the first partial month of coverage for Members whose coverage begins on the seventeenth (17th) through the last day of the month of partial coverage.

NOTE: if the Agreement is not returned to Foundation within 90 days, the Grant may, in the sole discretion of Foundation, be voided.

Report Schedule:

An Interim Report shall be made by Grantee to Foundation by August 1, 2003, 30 days after the six-month anniversary of the beginning of the Grant Period. A Final Report shall be made by Grantee to Foundation by February 15, 2004, 45 days after the close of the Grant Period. (See enclosed report guidelines.) Failure to submit reports when due may be cause for immediate termination of the Grant and thereupon any portion of the Grant, which has been received by the Grantee, shall be returned to the Foundation upon the Foundation's request.

3. Special Conditions: Grant is to support the Children's Health Initiative. Foundation will award grant funds as recommended by the CHI Coalition. Foundation shall have an obligation to award such funds only to the extent that funds are available in the CHI Fund.

4. Hold Harmless Agreement:

Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Foundation, its officers, directors, trustees, employees, and agents from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with the Grant, the application of funds furnished pursuant to the Grant, the program or project funded or financed by the Grant or in any way relating to the subject of this Agreement. This paragraph shall survive the termination of this Agreement.

5. Public Acknowledgment:

Grantee shall credit Foundation in publications, press releases, brochures, videotapes, and other publicity or public relations materials and presentations resulting from the use of the Grant or developed for activities authorized under the Grant.

6. Project Objectives, Budget, and Use of Funds:

The Grant and all funds received by Grantee in relation thereto shall be used by Grantee strictly in accordance with the terms of the Agreement, including the Grant Purposes set forth in Paragraph 1, and the Project Objectives and Project Budget described in the Grantee Application. Grantee shall maintain books and records that segregate and account for the Grant separately. All expenditures made in furtherance of the purposes of the Grant shall be charged off against the Grant and shall appear on those books. Grantee shall keep vouchers or other records to substantiate all expenditures.

If the Grant is made for the purchase of capital equipment, for an endowment, or other capital purposes, Grantee shall submit reports to Foundation for the current taxable year and for Grantee's two succeeding taxable years describing the use of the principal and income, if any derived from the granted funds.

7. Access to and Use of Project Information:

To the extent that it does not violate applicable laws regarding confidentiality of medical information, Grantee shall make books and records connected with the Grant available to Foundation and its auditors at reasonable times during regular business hours. Grantee shall keep copies of all books and records and all reports to Foundation for at least three years after completion of the use of grant funds.

8. Project Review and Evaluation:

Grantee agrees that Foundation may review and/or evaluate the project funded by the Grant. This may include visits by representatives or agents of the Foundation to observe the Grantee's project operations; to review project data, financial records, or corporate records; and to discuss the project with the Grantee's staff or governing board. At all times, Grantee shall accurately maintain

books of account, records and documents of every kind in which all matters relating to the project funded by the Grant, including all income, expenditures, assets, and liabilities thereof, shall be entered. Grantee shall keep all such records for at least three years after completion of the use of grant funds.

9. Grant Reports and Audits:

Grantee shall submit to Foundation Interim Reports and a Final Report, including narrative information and full financial accounting of the expenditure of these grant funds, according to the Report Schedule set forth in Paragraph 2 of the Agreement. All Grantee reports shall become the property of Foundation. Report forms and guidelines shall be provided by the Foundation. Any payments scheduled for release subsequent to the due date of a report shall be held by Foundation until the report has been submitted and approved. Foundation in its discretion may also require an audit of the agency or project, which may include the review of programmatic as well as financial records. The expense of any audit required by Foundation will be borne by Foundation, with the exception of audits required as part of the grant application process. In addition to Interim and Final Reports, Grantee is required to report to the Foundation any changes in project or agency leadership during the period of the grant.

10. Payments:

Grant payments will be made by Foundation according to the Payment Schedule set forth in Paragraph 2 of the Agreement provided that if the project is not making reasonable progress toward meeting its stated objectives as set forth in the Grant Application, or the Grantee is not otherwise in compliance with the Agreement, then Foundation may at its sole discretion defer, reschedule, or cancel future payments.

11. Reversion:

Any funds not expended for the purposes set forth in this agreement including any unspent balance at the conclusion of the grant period, must be returned to Foundation. Grantee agrees that it shall convey back to Foundation the value of any equipment or real estate/property purchased with grant funds if, within five years of the end of the grant period, the nature of its use is diverted from the purposes for which the Grant was made or if the Grantee organization ceases operations.

12. Modifications and Termination:

The terms of this Agreement may be revised or modified only with the prior written consent of Grantee and Foundation. Should Grantee fail to meet any of the terms or conditions of the Agreement, Foundation may withdraw its award and terminate the Agreement and shall thereupon have no further obligation to disburse to Grantee any remaining unpaid grant funds, and may further require the repayment by Grantee to Foundation of any grant funds which were not used in accordance with the terms of the Agreement, including the Grant Purposes and Objectives set forth in Paragraph 1 and 3 of the Agreement and the Grant Application. Grantee may terminate the Grant at any time by written notification to Foundation accompanied by a final report as required in Paragraph 10, and the return of any unspent funds to Foundation.

13. Limit of Commitment:

The Grant has been awarded with the understanding that Foundation has no obligation to provide other or additional support for this project, nor does this award represent any commitment to or expectation of future support from Foundation for this or any other project of Grantee.

14. Restrictions on Use of Award:

Grantee shall not use any portion of the Grant to influence the outcome of any specific public election. The Grant is not in any way earmarked for lobbying purposes or to carry out a voter-registration drive. No portion of the Grant may be used for lobbying purposes unless: (a) the nature and scope of Grantee's lobbying is permissible under section 501(c)(3) or, if applicable, 501(h) and 4911 of the Internal Revenue Code; and (b) use of the grant funds for lobbying is not inconsistent with the Grant Purpose, the Special Conditions and the Grant Application.

IN WITNESS WHEREOF, this Grant Agreement has been signed on _____,
by Grantee acting through its duly authorized officer.

GRANTEE:

By: _____
Title:

Accepted by Foundation

on _____

By _____

Authorized Signature

Grant #: «grant_id» «signer_initials»

COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: 1/14/03

TO: Priscilla Morse, Risk Management, San Mateo County
PONY# EPS163 Fax: 363-4864

FROM: Arthur Morris x 2761, Fax 2116

SUBJECT: Contract Insurance Approval

CONTRACTOR: Peninsula Community Fund

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES: No

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC): Funding for Children's Health Initiative

COVERAGE:

Comprehensive General Liability:	\$	<u>0</u>
Motor Vehicle Liability:	\$	<u>0</u>
Professional Liability:	\$	<u>0</u>
Worker's Compensation:	\$	<u>0</u>

APPROVE _____

WAIVE

MODIFY _____

REMARKS/COMMENTS:

Priscilla Morse
SIGNATURE

AGREEMENT
Between
San Mateo Health Commission
And
County of San Mateo
For
Healthy Kids Program

This Agreement is made this day of _____, by and between the San Mateo Health Commission, dba Health Plan of San Mateo (PLAN), and the County of San Mateo County (COUNTY).

RECITALS:

WHEREAS, the PLAN is authorized by state law and County Ordinance to arrange for the provision of health care services to individuals who are eligible for various publicly funded health care programs and to those who lack sufficient annual income to meet the cost of health care,

WHEREAS, the COUNTY receives public funds and has committed some of these funds to provide health care coverage for children through age 5 who do not have other health insurance; and

WHEREAS, both parties hereto desire to enter into this Agreement to provide health care coverage for qualified children;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

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SECTION 1
DEFINITIONS

As used in this agreement, the following terms (listed alphabetically) shall have the meaning set forth herein below, except where, from the context, it is clear that another meaning is intended.

- 1.1 **“Actual Quarterly Premium Due”** shall mean the Premium due from COUNTY to PLAN to provide coverage for Members for a quarter, based on the number of actual member months of coverage per quarter.
- 1.2 **“Applicant”** shall mean a parent, guardian, or emancipated minor of San Mateo County who has completed an application for a child for participation in and coverage by the Healthy Kids Program.
- 1.3 **“Children and Families First Commission (COUNTY)”** shall mean the organization created in San Mateo County in 1998 as a result of California Children and Families Act (Proposition 10).
- 1.4 **“Children’s Health Initiative (CHI) Coalition”** shall mean the decision making body established by the San Mateo County Board of Supervisors for the planning and development of the Healthy Kids Program.
- 1.5 **“Commission”** shall mean the San Mateo Health Commission.
- 1.6 **“Copayment”** shall mean the portion of health care costs for covered services for which the Member’s parent or guardian has financial responsibility under the Healthy Kids Program.
- 1.7 **“Covered Services”** shall mean those health care services and supplies which a Member is entitled to receive under the Healthy Kids Program and which are set forth in the Healthy Kids Program Evidence of Coverage (Attachment A, attached hereto and hereby incorporated by reference).
- 1.8 **“Estimated Quarterly Premium Due”** shall mean a projection of member months to be covered in a quarter.

- 1.9 **“Evidence of Coverage”** shall mean the document issued by the PLAN to Members that describes Covered Services and Non-Covered Services in the Healthy Kids Program (Attachment A, attached hereto and incorporated herein by reference).
- 1.10 **“Family Contribution”** shall mean the financial contribution made on behalf of a Member of the Healthy Kids Program toward the Member’s monthly premium.
- 1.11 **“Grievance Program”** shall mean a formalized set of activities designed to provide Members and Providers, exercising their rights under applicable state and federal law, to a fair and solution-oriented process to address a perceived problem with the operations of the PLAN, including delivery and access to care, in a reasonable amount of time. This Program includes provisions for evaluation of complaints, assessment of trends, implementation of actions to correct identified problems, mechanisms to communicate actions and results to the appropriate health plan employees and contracting providers.
- 1.12 **“Health Plan of San Mateo”** shall mean the health plan governed by the San Mateo Health Commission
- 1.13 **“Healthy Kids Program”** shall mean the health insurance program created by the Children’s Health Initiative Coalition for children through age 18 in families with incomes up to 400% of the federal poverty level residing in San Mateo County who are ineligible for Healthy Families and full scope Medi-Cal.
- 1.14 **“Hospital”** shall mean a licensed general acute care hospital.
- 1.15 **“Member”** shall mean a child from birth through age of eighteen (18) who has been determined to be eligible by the San Mateo County Human Services Agency to receive Covered Services under the Healthy Kids Program, or the child’s parents, guardians or other adults are authorized to pay health care premiums and/or Family Contributions, and to make medical decisions on the child’s behalf.
- 1.16 **“Member Handbook”** shall mean the booklet sent to each Member’s parent or guardian, containing a description of how Members access health, vision, and dental care through the Healthy Kids Program.

- 1.17 **“Membership Report”** shall mean a report summarizing Healthy Kids Program membership submitted by the PLAN to COUNTY each quarter to assist in the calculation of the Total Quarterly Premium Amount due from COUNTY to PLAN.
- 1.18 **“Participating Provider”** shall mean a provider who has entered into an agreement with the PLAN to provide Covered Services to Members. The terms “Participating Provider” and “Contracting Provider” may be used interchangeably.
- 1.19 **“PLAN”** shall mean the Health Plan of San Mateo, which is governed by the San Mateo Health Commission, and which provides health service coverage to San Mateo County Medi-Cal Members and Members of Healthy Families, HealthWorx, and Healthy Kids Programs.
- 1.20 **“Premium”** shall mean the amount paid by COUNTY per Member per month, to the PLAN for providing coverage to Members under this Agreement.
- 1.21 **“Protected Health Information”** shall mean individually identifiable health information.
- 1.22 **“Provider”** shall mean any health professional or institution certified to render services to Members contracting with the PLAN under the Healthy Kids Program.
- 1.23 **“Quality Assessment and Improvement Program”** means the set of formalized activities and structure developed by the PLAN to ensure the continuous review and evaluation of quality of care, performance of medical personnel, utilization of services and facilities, and trends in Grievances filed with the PLAN through quality of care studies and other health related activities in order to make improvements in the care provided to Members.
- 1.24 **“Quarter”** shall mean any one of the following fixed three-month periods: January 1 through March 31, April 1 through June 30, July 1 through September 30, or October 1 through Dec 31.

- 1.25 **“San Mateo County Human Services Agency (HSA)”** shall mean the agency that is part of the County of San Mateo, which has undertaken a contractual responsibility for determining eligibility for the Healthy Kids program.
- 1.26 **“Total Quarterly Premium Amount”** shall mean the payment due each quarter to PLAN from COUNTY. The Quarterly Premium Amount is calculated using the Actual and Estimated Quarterly Premiums.

SECTION II GENERAL CONTRACTUAL RELATIONSHIP

- 2.1 The Healthy Kids Program will be funded by several sources which will pay premiums to PLAN on behalf of Members. These include: (1) the Children and Families First Commission, which will be the first payor for services to children from birth up to age six (6), (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.
- 2.2 Funding sources shall pay the premiums for Members in the following order of priority: (1) Children and Families First 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.
- 2.3 The County of San Mateo will provide eligibility determination for Members.
- 2.4 In consideration of the premiums paid and services provided by funding sources, the Health Plan of San Mateo will administer the program and will make payment to Providers for health care services for Members according to the guidelines and policies and procedures established by the Health Plan of San Mateo.

- 2.5 In consideration of the Health Plan of San Mateo's administration of the program and payment for health care services to Members, the funding parties authorize the Health Plan of San Mateo to retain the difference between the premiums and the cost of providing health care services for the Members. Said retention will be used to offset the cost of administering the Program and to improve and to further the Health Plan's mandate of providing health care services to those with limited means.
- 2.6 In addition to premiums paid by the funding sources, Members will be required to make a Family Contribution. However, as set forth in this agreement, the Health Plan of San Mateo will not retain any portion of the Family Contributions.
- 2.7 As the Program is in its early development, the parties agree to meet as necessary to establish policies, protocols and procedures for the implementation of the Program.

SECTION III ENROLLMENT

- 3.1 The San Mateo County Human Services Agency has agreed, in a separate contract, to be responsible for (1) determining the eligibility of individuals for whom Applicants have applied to be covered under the Healthy Kids Program and (2) forwarding completed enrollment information to PLAN for whom the Human Services Agency has determined are eligible.
- 3.2 In consideration of COUNTY's payment of Premiums for those Members determined by Human Services Agency to be eligible, the PLAN shall be responsible for effecting coverage on the tenth (10th) calendar day following the PLAN's receipt of notification of eligibility from the San Mateo Human Services Agency. PLAN's responsibilities shall include Welcome Calls and the provision of the Identification Card, Provider List, and the combined Member Handbook and Evidence of Coverage booklet to Member's parent(s) or guardian(s).

SECTION IV
PREMIUMS/FAMILY CONTRIBUTION

4.1 Premium Amounts

Premiums for the Covered Services under this Agreement are set forth in Appendix B, attached hereto, and incorporated herein by reference.

4.2 Premium Payment

Total Quarterly Premium Amount is payable to PLAN at PLAN's corporate office by electronic file transfer via ACH, wire transfer or check via mail addressed to: Chief Financial Officer, Health Plan of San Mateo, 701 Gateway Blvd, Ste. 400, South San Francisco, CA 94080. The Quarterly Premium Amount is due by the last work day of January, April, July, and October. In the event PLAN submits a Membership Report to COUNTY later than the first (1st) working day of a quarter, the Total Quarterly Premium Amount will be due no later than thirty (30) calendar days after receipt of the Membership Report by COUNTY.

4.3 Premium Calculation, Due Date and Grace Period

PLAN shall submit to the COUNTY a Membership Report by the first (1st) working day of each quarter. This report shall include the Actual Quarterly Premium Due (based on the number of actual member months of coverage for the previous quarter) and an Estimated Quarterly Premium Due (based on a projection of member months to be covered during the previous quarter).

Premiums shall be paid prospectively for the estimated number of member months of coverage for the current quarter. The Estimated Quarterly Premium Due shall be adjusted based on the difference between the Actual Quarterly Premium Due for the last quarter and the Estimated Quarterly Premium Due and not paid by COUNTY for the last quarter.

For the first month or partial month of a Member's coverage, COUNTY will pay one hundred percent (100%) of the Premium for Members with effective dates of coverage on

the first (1st) through sixteenth (16th) day of the month. No Premium will be paid for the first partial month of coverage for Members whose coverage begins on the seventeenth (17th) through the last day of the month of partial coverage.

COUNTY will pay premiums to PLAN as billed by PLAN. However, in the event of a disagreement as to the amount owed, COUNTY will communicate discrepancies to the PLAN, which will make an effort to resolve any discrepancy noted by the next billing period. Premium adjustments due to discrepancies will be incorporated into the next Total Quarterly Premium Amount due.

4.4 Retroactive Additions and Credits for Member Terminations

- 4.4.1 Retroactive additions will be honored at the discretion of the PLAN based upon the eligibility guidelines in the Evidence of Coverage. Retroactive additions are subject to payment of all applicable premiums.
- 4.4.2 Retroactive terminations for Members will be honored at the discretion of PLAN. COUNTY may receive credit for premium related to a retroactive termination, but PLAN will not honor terminations for a period greater than sixty (60) days prior to the date of notification. The premium amount credited to COUNTY will be based on the effective date of termination, subject to the terms of Section 3.2. Information regarding credits due to retroactive terminations will be included in the Membership Report.
- 4.4.3 COUNTY shall be responsible to pay PLAN Premiums for any eligible Members forwarded to PLAN to the extent PLAN enrolled these Members and paid claim(s) based on Human Services Agency's representation that the Member was eligible, when coverage was not actually valid.

4.5 Family Contribution

- 4.5.1 The Children's Health Initiative sets the Family Contribution amount per Member per quarter. This amount shall be either, \$12, \$18, \$36, or \$60 per quarter, based on the Member's family size and family income. Family Contribution will be treated differently than Premiums, and PLAN will not retain any portion of the

Family Contribution. HPSM will deposit the Family Contributions into a separate account established by County. The disbursement of funds from this account will be at the discretion of County Health Services Agency with the understanding that funds will be used for expanding access of health care to children in San Mateo County.

- 4.5.2 The Member's family may choose whether the Family Contribution will be paid on an annual or quarterly basis. As an incentive for Members to make Family Contribution payments on an annual basis rather than a quarterly basis, annual payments will be computed on the basis of three times the quarterly payment amount, i.e., Members who pay for three quarters at once will be credited for a full year's worth of Family Contribution payments.
- 4.5.3 The Human Services Agency will determine the amount of the Family Contribution based on a standard sliding scale, and shall collect the first payment as a condition of enrollment at the time of eligibility determination. The Member's family will have the choice of whether the Family Contribution will be paid on a quarterly or annual basis. After the initial payment of the Family Contribution, subsequent payments of the Family Contribution shall be collected by the PLAN.
- 4.5.4 Members will be notified that subsequent payments of the Family Contribution should be made to the PLAN, and should be received not later than the 20th day of the month preceding the quarter for which the Family Contribution payment is due. PLAN shall report to the COUNTY quarterly on the collection of Family Contributions.
- 4.5.5 PLAN will implement a process to prevent Member disenrollment due to nonpayment of Family Contributions. As part of this process, in the event Family Contributions are not received by the 20th day of the month preceding the quarter for which the Family Contribution payment is due, PLAN will take the following actions not later than the 10th day of the first month of the quarter: 1) exercise its best efforts to contact the member by phone, mail, or whatever means it deems most appropriate, and 2) notify the County Human Services Agency if efforts to

obtain the Family Contribution payment have been unsuccessful for consideration of Family Contribution payment assistance.

4.5.6 If all efforts to obtain the Family Contribution payment have proven to be unsuccessful, a Member will be disenrolled from the program effective the last day of the second month of the quarter for which the contribution has not been made. In that case, COUNTY's obligation to pay Premiums on the Member's behalf shall be limited to two months' premium for a Member, and PLAN shall not be obligated to provide services for the Member for more than two months after non-payment of the Family Contribution. The PLAN will send a final written notification to the member with the date of termination for nonpayment of the Family Contribution at least 15 days prior to the last day of the second month of the quarter for which the family contribution has not been paid.

SECTION V

TERM, TERMINATION, and AMENDMENTS

5.1 Effective Date

This Agreement shall become effective on the date it is first and fully executed by the parties.

5.2 Term

The term of the Agreement shall begin with the effective date of the Agreement and last for two years. This Agreement may be renewed or extended by mutual agreement.

5.3 Termination on Notice

This Agreement may be terminated as follows:

5.3.1 Termination – Without Cause

PLAN or COUNTY may terminate the Agreement without cause upon providing the other party with sixty (60) days prior written notice and shall become effective at the end of the second month following the month in which notice is given. In the event of termination, PLAN shall furnish COUNTY copies of documents,

reports, and studies prepared for COUNTY under this Agreement as well as access to data for Beneficiaries covered under this Agreement.

5.3.2 Termination – For Cause

Either party shall have the right to terminate this Agreement for good cause upon providing thirty (30) days prior written notice to the other party. Good cause may include but not be limited to the non-participation of the three anticipated financial contributors to the Healthy Kids Program. At the time of execution of this Agreement, it is anticipated that the three funders will include the County of San Mateo, the COUNTY, and Peninsula Community Foundation, which is administering funds on behalf of one or more special districts and/or private participants.

5.3.3 The party claiming the right to terminate hereunder shall set forth in the notice of intended termination required hereby the effective date of such termination and the facts underlying its claim that there is good cause to terminate this Agreement. Termination will be effective thirty days after delivery of the termination notice. COUNTY may terminate this Agreement for unavailability of State funds. In this event, COUNTY shall inform the PLAN of such unavailability as soon as it is known, and to the extent legally possible, COUNTY shall pay all outstanding amounts due. Termination shall be effective on the last day of the month in which notification is received by PLAN. PLAN reserves the right to seek Premium amounts from other entities should COUNTY be unable to make Premium payments.

5.3.4 If COUNTY fails to make any past-due payment within fifteen (15) days after receipt of PLAN's written notice to COUNTY of past due amount, PLAN may terminate this Agreement. COUNTY shall be liable for all unpaid Premiums through the termination date. Termination shall be effective on the last day of the month following the month in which notice of termination is given by the PLAN.

5.3.5 Termination Based upon Inability to perform due to changed legal, contractual or regulatory circumstances

In the event there are (1) changes effected in the PLAN's MediCal contract with the State of California, or (2) changes effected in the Healthy Kids Program, or

(3) changes in the Federal Medicaid or SCHIP Programs, or (4) changes in the Federal Medicare Program or (5) substantial changes under other public or private health care insurance programs or policies, any of which changes will have a material detrimental financial effect on the operations of the COUNTY or PLAN, COUNTY or PLAN may terminate this Agreement effective on the last day of the month following the month in which notification is received. In any case where such notice is provided, both parties shall negotiate in good faith in an effort to develop a revised Agreement which, to the extent reasonably practicable under the circumstances, will adequately protect the interests of both parties and members, consistent with the changed legal, contractual or regulatory circumstances which constitute the basis for exercising this termination provision.

5.3.6 Termination for Insufficient Provider Participation

If, for any reason, PLAN is unable to enter into or maintain service contracts with sufficient numbers of Participating Providers to assure adequate Member access to needed Covered Services, PLAN may terminate this Agreement upon thirty (30) days written notice to COUNTY.

5.4 Effect of Termination

As of the date of termination pursuant to any provision of this Agreement, this Agreement shall be of no further force or effect whatsoever, and each of the parties hereto shall be relieved and discharged from any of the obligations it has undertaken, except that COUNTY shall remain liable for due, unpaid Premiums and PLAN shall remain liable for all Benefits rendered to Members up to the date of termination and for any Benefits covered by the term of the Premium or required by law, whichever is later, rendered hereunder after such date until such time as appropriate transfer (or other medically acceptable disposition) of Members receiving inpatient services as of the date of termination is achieved.

5.5 Amendment of Agreement

Should either COUNTY or PLAN desire a change in this Agreement, that change shall be proposed in writing to the other party. The other party shall acknowledge receipt of the proposal within ten (10) calendar days of receipt of the proposal. Any proposal shall set

forth a detailed explanation of the reason and basis for the proposed change and the text of the desired amendment to this Agreement that would provide for the change. If the proposal is accepted, this Agreement shall be amended to provide for changes mutually agreed to by the COUNTY and PLAN in writing.

SECTION VI
MEMBER NOTIFICATION OF TERMINATION

- 6.1 It is the responsibility of the PLAN to notify Members of the termination of the Agreement in compliance with all applicable laws.
- 6.2 Termination shall not relieve the COUNTY or PLAN from any obligation incurred prior to the date of termination of this Agreement.

SECTION VII
INDEPENDENT CONTRACTOR RELATIONSHIPS

7.1 Between COUNTY and the PLAN

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purposes of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, the employee or the representative of the other.

7.2 Between Participating Providers and PLAN.

The relationship between PLAN and Participating Providers is a contractual relationship among independent contractors. Participating Providers are not agents or employees of PLAN nor is PLAN an agent or employee of any Participating Provider. Participating Providers maintain their provider-patient relationship with Members and are solely responsible to their Member patients for any health services rendered to their Member patients.

A Participating Provider's participation may be terminated at any time by either the Participating Provider or PLAN and PLAN makes no express or implied warranties or representations concerning the continued participation of any particular Provider. In no event will PLAN be liable for the negligence, wrongful acts, or omissions in a Participating Provider's delivery of services regardless of whether such services are or would be covered under this Agreement, nor will PLAN be liable for services or facilities which for any reason beyond its control are unavailable to the Member.

SECTION VIII RECORDS

8.1 Inspection Rights

8.1.1 Both parties agree to provide to County, to any Federal or State department having monitoring or reviewing authority, or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriate and timeliness of services performed.

8.1.2 Both parties shall maintain and preserve all records relating to this Agreement for a period of five (5) years from the termination date of this Agreement or until audit findings are resolved, whichever is greater.

8.2 Confidentiality of Member Information

Protected Health Information shall be provided in a manner to protect the confidentiality of member information in accordance with applicable federal and state statutes and regulations.

SECTION IX PROGRAM MONITORING AND EVALUATION

9.1 PLAN shall collect data pertaining to the goods and services furnished under the terms of this Agreement for each funded year and shall participate in countywide and/or statewide evaluations of the effectiveness of COUNTY's Healthy Kids efforts, whether they occur during or after the term of this contract. The PLAN shall cooperate with any evaluator

hired by COUNTY for this purpose. PLAN shall submit additional reports as requested by COUNTY and agreed to by PLAN. The PLAN will provide the COUNTY with monthly Member enrollment reports by various parameters, including but not limited to, hospital districts, age, and gender. In conjunction with the COUNTY evaluator, the PLAN will conduct a Provider survey every other year.

SECTION X ADMINISTRATION OF THE AGREEMENT

10.1 Entire Agreement

This Agreement, including the Evidence of Coverage, any amendments, endorsements, insets or attachments, constitutes the entire Agreement between COUNTY and PLAN, and on the effective date as set forth in Section V supersedes all other prior and contemporaneous arrangements, understandings, agreements, negotiations and discussions between the parties, whether written or oral, regarding services provided by this Agreement.

- 10.2 The terms of the Agreement shall be subject to the requirements of the Knox-Keene Health Care Service Plan Act of 1975 (the "Act"), as amended and the regulations promulgated thereunder (the "Regulations"), to the extent applicable hereto, and any provision required to be in this Agreement by either the Act or Regulations shall bind PLAN and the PCP as appropriate, whether or not provided herein. If the Director of the Department of Managed Health Care or his/her successor requires further amendments to this Agreement, PLAN shall notify COUNTY in writing of such amendments. The COUNTY agrees to work with PLAN in good faith effort to accept such an amendment. If COUNTY does not agree to accept such an amendment, PLAN may terminate this Agreement pursuant to Section V. Amendments for this purpose shall include, but not be limited to, material changes to PLAN's Utilization Management, Quality Assessment and Improvement and Complaint and Grievance programs and procedures and to the health care services covered by this Agreement.

10.3 Hold Harmless

10.3.1 PLAN and COUNTY agree that nothing in this Agreement shall cause either party to be liable or responsible for any debt, liability, or obligation of the other party or any third party, unless such liability or responsibility is expressly assumed by the party sought to be charged therewith. Each party shall be solely responsible for and shall indemnify and hold the other party harmless against any claim or obligation for the payment of wages, salaries or other compensation (including all state, federal, and local taxes and mandatory employee benefits), insurance and voluntary employment-related or other contractual or fringe benefits as may be due or payable by the party to or on behalf of the other party's employees, agents, and representatives.

10.3.2 Insurance

Upon request, each party shall furnish the other party with a certificate of insurance evidencing the required coverage set forth herein.

Bodily Injury Liability and Property Damage Liability Insurance. Each party Contractor shall maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Insurance, self-insurance, or a combination thereof, as shall protect both parties from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from operations under this Agreement. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

- | | |
|---------------------------------------|----------------|
| (a) Comprehensive General Liability | \$1,000,000.00 |
| (b) Motor Vehicle Liability Insurance | \$1,000,000.00 |
| (c) Professional liability | \$2,000,000.00 |

10.3.3 COUNTY shall carry at its sole expense general and professional liability insurance or self-insurance of at least one million dollars (\$1,000,000) per person per occurrence, three million dollars (\$3,000,000) aggregate. If COUNTY

obtains one or more claims-made insurance policies to fulfill its obligations under this Section, COUNTY will purchase or provide coverage that assures protection against claims based on acts or omissions that occur during the period of this Agreement but which are asserted after the claims-made insurance policy has expired.

This insurance is against professional errors and omissions in providing services under the terms of this Agreement and is solely for the protection of the interest and property of COUNTY, its employees, Health Plan Members, and third parties.

10.3.4 Each party shall provide a certificate of insurance so that the other party shall be given immediate notice of lapse, termination, amendment or changes of coverage of any policy or insurance maintained by the other party.

10.3.5 Mutual Hold Harmless

- a. It is agreed that PLAN shall defend, save harmless and indemnify COUNTY, its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of PLAN, its officers and/or employees.
- b. It is agreed that COUNTY shall defend, save harmless, and indemnify PLAN, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of COUNTY, its officers and/or employees.
- c. In the event of concurrent negligence of COUNTY, its officers and/or employees, and PLAN, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

10.4 Compliance with Applicable Law

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances, regulations, including but not limited to appropriate licensure, certification regulations confidentiality requirements and applicable quality assurance regulations. Violation of the statutes and regulations, laws, including non-discrimination provisions, shall be considered a breach of this Agreement and shall serve as a basis for termination of this Agreement as well a disqualification for future contracts with the other party.

10.5 Waiver

PLAN's failure to implement, or insist upon compliance with, any provision of this Agreement or the terms of the Evidence of Coverage (Attachment A) incorporated hereunder, at any given time or times, shall not constitute a waiver of PLAN's right to implement or insist upon compliance with that provision at any other time or times. This includes, but is not limited to, the payment of Premiums or Covered Services. This applies whether or not the circumstances are the same.

10.6 Assignability

10.6.1 Without the written consent of the other party, this Agreement is not assignable in whole or in part. Any assignment without the written consent of the other party violates this Agreement and shall automatically terminate this Agreement.

10.6.2 All assignees, subcontractors, or consultants used by either party shall be subject to the same terms and conditions applicable to the parties to this agreement, and the party assigning or subcontracting party shall be liable for the assignee's or the subcontractor's acts and/or omissions.

10.6.3 All agreements between contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to other party.

10.7 Notices

Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date when delivered in person, or, on the date received if delivered by first-class United States mail, UPS, FedEx, or other traceable mail service, proper postage prepaid, and properly addressed to the offices of the COUNTY or the PLAN at the following addresses:

Executive Director
Health Plan of San Mateo
701 Gateway Blvd., Suite 400
South San Francisco, CA 94080

Office of the Director
San Mateo County Health Services
225 37th Avenue
San Mateo, CA 94403

10.8 Claim Determinations

PLAN has complete authority to review all claims for Covered Services under this Agreement. In exercising such responsibility, PLAN shall have discretionary authority to determine whether and to what extent eligible Beneficiaries are entitled to coverage and construe any disputed or doubtful terms under this Agreement. PLAN shall be deemed to have properly exercised such authority unless PLAN abuses its discretion by acting arbitrarily and capriciously.

10.9 Third Parties

This Agreement shall not confer any rights or obligations on third parties except as specifically provided herein.

10.10 Inability to Arrange Services

In the event that due to circumstances not within the reasonable control of PLAN, including but not limited to major disaster, epidemic, complete or partial destruction of facilities, riot, civil insurrection, disability of a significant part of PLAN's Participating Providers or entities with whom PLAN has arranged for services under this Agreement,

or similar causes, the rendition of medical or Hospital benefits or other services provided under this Agreement is delayed or rendered impractical, PLAN shall not have any liability or obligation on account of such delay or failure to provide services, except to refund the amount of the unearned prepaid Premiums held by PLAN on the date such event occurs. PLAN is required only to make a good-faith effort to provide or arrange for the provision of services, taking into account the impact of the event.

10.11 Fraudulent or Material Misstatements

If any relevant fact as to a Member is found to have been misstated, an equitable adjustment of Premiums may be made. If the misstatement affects the existence or amount of coverage, the true facts will be used in determining whether coverage is to exist and/or remain in force.

10.12 Clerical Errors

Incorrect information furnished to PLAN may be corrected, provided that PLAN has not acted to its prejudice in reliance thereon. Clerical errors or delays in keeping or reporting data relative to coverage will neither invalidate coverage which would otherwise be in force nor continue coverage which would otherwise be validly terminated nor grant additional benefits to Members if PLAN, in its sole discretion, determines that a clerical error has been made. Upon discovery of such errors or delay, an adjustment of Premiums may be made. In no case will adjustments in coverage or Premiums be made for a quantity more than two months coverage and/or more than two (2) Premium due dates prior to the date PLAN is notified in writing, on a form satisfactory to PLAN, of the requested addition, deletion, or change in coverage.

10.13 Non-Discrimination

10.13.1 *Section 504.* Both parties shall comply with §504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this agreement.

- 10.13.2 *General Discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this agreement.
- 10.13.3 *Equal Employment Opportunity.* Both parties shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this agreement. Each party's equal employment policies shall be made available to the other party upon request.
- 10.13.4 *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, both parties 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.

County of San Mateo
Executed by:

Authorized Signature for the
County of San Mateo

Print Name

Date

Commission
Executed by

Authorized Signature for the
San Mateo Health Commission

Print Name

Date

ATTACHMENT A
EVIDENCE OF COVERAGE

ATTACHMENT B

PREMIUM SCHEDULE FOR 2003

Premium per Member per month.....\$ 93.25

COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: 14 Dec 03

TO: Priscilla Morse, Risk Management, San Mateo County
PONY# EPS163 Fax: 363-4864

FROM: *Arthur Morris*

SUBJECT: Contract Insurance Approval

CONTRACTOR: *Health Plan San Mateo / San Mateo Health Commission*

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES: *NO*

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC): *Administration of Healthy Kids Program.*

COVERAGE:

Comprehensive General Liability:	\$ <u>1 mil</u>
Motor Vehicle Liability:	\$ <u>1 mil</u>
Professional Liability:	\$ <u>1 mil.</u>
Worker's Compensation:	\$ <u>Statutory</u>

APPROVE

WAIVE

MODIFY

REMARKS/COMMENTS:

Priscilla Morse
SIGNATURE

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Health Plan of San Mateo
 Contact Person: Michael W. Murray
 Address: 701 Gateway Blvd. Suite 400
South San Francisco, CA 94080
 Phone Number: (650) 616-0050
 Fax Number: (650) 616-8038

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? 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)

- 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).

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.

Michael W. Murray
Signature

Michael W. Murray
Name (Please Print)

Executive Director
Title

January 15, 2003
Date

LEXINGTON INSURANCE COMPANY
 Boston, MA
 (Administrative Offices at 200 State Street, Boston, MA)
HEALTH MAINTENANCE ORGANIZATION
Professional Liability Coverage
Claims-Made Policy
THIS IS A CLAIMS MADE POLICY. PLEASE READ THIS POLICY CAREFULLY
DECLARATIONS

POLICY 107- 5600 (Renewal of: 107- 4863) Issued 05/14/2002

ITEM

1. NAMED INSURED :
 Health Plan of San Mateo
 701 Gateway Blvd. Suite 400
 South San Francisco, CA 94080

2. POLICY PERIOD :
 From : 05/08/2002 12:01 a.m. Standard Time at
 the address shown item #1
 To : 04/17/2003 12:01 a.m. Standard Time at
 the address shown item #1

3. LIMITS OF LIABILITY: (i) \$ 1,000,000 each claim
 (including Claims Expense) (ii) \$ 1,000,000 aggregate

4. DEDUCTIBLE: \$25,000.00 each claim

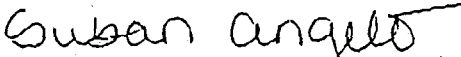
5. PREMIUM (Policy Period) \$83,863.00
 \$200.00 Policy Fee
 \$2,515.89 State Tax
 \$209.66 Stamping Fee
 \$86,788.55 Total

6. (a) COVERAGE RETROACTIVE DATE: 04/17/1987
 (b) CHARGE FOR EXTENDED REPORTING ENDORSEMENT: 150% of Expiring Premium
 (c) COVERAGE FORM ATTACHED: MCO 6/98

7. ENDORSEMENTS MADE PART OF THIS POLICY AT ISSUANCE:
 pmep, pterr, dpr2, dex2, demt, dexf, dds3, dadc,
 denn, dod5, dmar, dmun, pmep, pterr, denx, pclas, pgov

This insurance is issued pursuant to the California Insurance Code, Sections 1760 through 1780, and is placed in an insurer or insurers not holding a Certificate of Authority from or regulated by the California Insurance Commissioner.

Managed Care Services, A Division of Swett & Crawford
 403 Columbia St., Suite 300
 Seattle, WA 98104
 206/340-8499



 Authorized Representative

NOTICE: Except to such extent as may otherwise be provided herein, the coverage of this policy is limited generally to liability for only those claims that are first made against the insureds and reported to the insurer during the policy period. Please read the policy carefully and discuss the coverage hereunder with your insurance agent or broker.

The limit of liability available to pay judgments or settlements shall be reduced by amounts incurred for legal defense. Amounts incurred for legal defense shall be applied against the deductible/retention amount.



**FINANCIAL SERVICES ADVANTAGE POLICY
COMMERCIAL GENERAL LIABILITY COVERAGE
PART DECLARATIONS**

Policy Number: FSA 0009669 01

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

General Aggregate Limit (Other than Products/Completed Operations)	\$ 2,000,000	
Products/Completed Operations Aggregate Limit	\$ 2,000,000	
Personal and Advertising Injury Limit	\$ 1,000,000	
Each Occurrence Limit	\$ 1,000,000	
Tenants Legal Liability	\$ 1,000,000	
Medical Expense Limit	\$ 10,000	Any one person

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

See the Master Policy Index attached.

PREMIUM

Classification Code and Description; Location	Premium Basis	Rate		Advance Premium
		Pr/Co	All Other	
SEE ATTACHED SCHEDULE OF PREMIUMS.				

PREMIUM FOR SURCHARGES

\$

TOTAL ADVANCE PREMIUM FOR THIS COVERAGE PART

\$ 3,939.00

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORMS(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY

U-FSA-D-0016-A-CW(06/00)

INSURED

Issue Date: 03/06/02

Includes copyrighted material of Insurance Services Office, Inc., with its permission.



**FINANCIAL SERVICES ADVANTAGE
COMMERCIAL AUTO COVERAGE PART
DECLARATIONS**

Policy Number: FSA 0009669 01

ITEM ONE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO—SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Commercial Auto Coverage Form next to the name of the coverage.

COVERAGES		COVERED AUTOS <small>(Entry of one or more the symbols from the COVERED AUTOS Section of the Commercial Auto Coverage Form shown which autos are covered autos)</small>	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY		OR OR	\$ 1,000,000 EACH ACCIDENT	212
PERSONAL INJURY PROTECTION (P.I.P.) (Or Equivalent No-Fault Cov.)			Separately Stated in Each P.I.P. End. Minus \$ Deductible	
ADDED P.I.P. (Or Equivalent Added No-Fault Cov.)			Separately Stated in Each Added P.I.P. End.	
PROPERTY PROTECTION INS. (P.P.I.) (Michigan Only)			Separately Stated in Each P.P.I. End. Minus \$ Deductible For Each Accident	
AUTO MEDICAL PAYMENTS			\$	
UNINSURED MOTORISTS (UM)			\$	
UNDERINSURED MOTORISTS (When Not Included in UM Coverage)			\$	
P H Y S I C A L D A M A G E	COMPREHENSIVE COVERAGE		Actual Cash Value Or Cost of Repair, Whichever is Less Minus \$ Deductible For Each Covered Auto, But No Ded. Applies To Loss Caused By Fire Or Lightning. See ITEM FOUR For Hired Or Borrowed Autos.	
	SPECIFIED CAUSES OF LOSS COVERAGE		Actual Cash Value Or Cost of Repair, Whichever is Less Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism See ITEM FOUR For Hired Or Borrowed Autos.	
	COLLISION COVERAGE		Actual Cash Value Or Cost Of Repair, Whichever is Less Minus \$ Deductible For Each Covered Auto. See ITEM FOUR For Hired Or Borrowed Autos.	
	TOWING & LABOR (Not Available in California)		\$ For Each Disablement Of A Private Passenger Auto.	
PREMIUM FOR ENDORSEMENTS			\$	
PREMIUM FOR SURCHARGES			\$	0.00
ESTIMATED TOTAL PREMIUM			\$	212.00
FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART				
See Policy Index Attached.				

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITION COVERAGE

FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY

U-FSA-D-0019-A-CW (06/00)

INSURED

Issue Date: 03/06/02

The Fidelity and Deposit Companies

COMMERCIAL CATASTROPHE LIABILITY POLICY

DECLARATIONS

Issued by: Fidelity and Deposit Company of Maryland Fidelity and Deposit Company

CCL 0007438-01

Renewal of No. CCL 0007438-00

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)

**SAN MATEO HEALTH COMMISSION
DBA HEALTH PLAN OF SAN MATEO
701 GATEWAY BLVD., SUITE 400
SAN MATEO, CA 94080**

Named Insured is: Individual Partnership Corporation Joint Venture Other

Policy Period: From 03/04/02 to 03/04/03 at 12:01 A.M. Standard Time at your mailing address shown above.
IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Agent:

Name STEWART SMITH WEST
Code 0163345

Coverages:

Excess Liability (Coverage A) _____ Extended Liability (Coverage B) _____ Catastrophe Liability (Coverages A & B) X

Limits of Insurance:

Each Incident Limit \$ 3,000,000
General Aggregate Limit \$ 3,000,000
Products - Completed Operations Aggregate Limit \$ 3,000,000

Retentions:

Minimum Retention - Coverage A \$ -0-
Retained Limit - Coverage B \$ 10,000

Premium:

Advance Premium \$ 2,250. Subject to Audit: Yes No
Annual Minimum Premium \$ 2,250.

Form(s) and Endorsement(s) made a part of this Policy at time of issue:

SEE FORMS INDEX

Countersigned:

By _____
Authorized Representative

IMPORTANT - THIS IS NOT A BILL. SEND NO MONEY UNLESS STATEMENT IS ENCLOSED.

STATE
COMPENSATION
INSURANCE
FUND

HOME OFFICE SAN FRANCISCO

POLICY DECLARATIONS

CALIFORNIA WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY
THESE DECLARATIONS ARE A PART OF THE WORKERS' COMPENSATION POLICY INDICATED HEREON.

IS INSURANCE IS EFFECTIVE FROM
:01 A.M., PACIFIC STANDARD TIME
-23-00 TO 8-23-01 AND SHALL
TOMATICALLY RENEW EACH 8-23
TIL CANCELLED

CONTINUOUS POLICY 1591348-00

SAN MATEO HEALTH COMMISSION
701 GATEWAY BLVD., #400
SOUTH SAN FRANCISCO, CALIF 94080

DEPOSIT PREMIUM \$6,131.00
MINIMUM PREMIUM \$200.00
PREMIUM ADJUSTMENT PERIOD MONTHLY
REP 05 N NA

NAME OF EMPLOYER- SAN MATEO HEALTH COMMISSION
(A NON-PROFIT CORP.)

1. WORKERS' COMPENSATION INSURANCE - PART ONE OF THIS POLICY APPLIES TO THE WORKERS' COMPENSATION LAWS OF THE STATE OF CALIFORNIA.
2. EMPLOYER'S LIABILITY INSURANCE - PART TWO OF THIS POLICY APPLIES TO LIABILITY UNDER THE LAWS OF THE STATE OF CALIFORNIA. THE LIMIT OF OUR LIABILITY INCLUDING DEFENSE COSTS UNDER PART TWO IS,

\$1,000,000

CODE NO. PRINCIPAL WORK AND RATES EFFECTIVE FROM 08-23-00 TO 08-23-01

CODE NO.	PRINCIPAL WORK	BASE RATE	INTERIM BILLING RATE*
8742	SALESPERSONS--OUTSIDE.	1.37	.95
8810	CLERICAL OFFICE EMPLOYEES--N.O.C.	1.16	.80
	EXPERIENCE MODIFICATION		
	08-23-00 TO 08-23-01		166 %

*****BUREAU NOTE INFORMATION*****

FEIN 943020555

1-78-98-73F

TOTAL ESTIMATED ANNUAL PREMIUM \$61,315

TATE
COMPENSATION
INSURANCE
FUND
P.O. BOX 7980
SAN FRANCISCO, CA
94120-7980

100009159134802020001011021100000000000000000000

A R

SAN MATEO HEALTH COMMISSION
ATTN: FINANCE DEPT
701 GATEWAY BLVD STE 400
S SAN FRAN, CA 94080

RECEIVED
01/15/03
FINANCE DEPT.

10/11/02 1
GROUP
POLICY/UNIT 1591348 - 02

1
0
2
X

CHECK BOX AT LEFT FOR ADDRESS CHANGE

ADDRESS	
CITY, STATE	ZIP

ENCLOSE PAYMENT WITH THIS PORTION OF BILL
RETAIN LOWER PORTION FOR YOUR RECORDS

REPORTING PERIOD	CODE	STANDARD CLASSIFICATION	PAYROLL	RATE	PREMIUM
FROM	TO				

YOUR ANNUAL REVIEW OF YOUR ACCOUNT HAS RESULTED IN A REVISION OF THE
REQUIRED DEPOSIT PREMIUM FOR YOUR POLICY
YOUR POLICY IS WRITTEN ON A QUARTERLY PAYMENT BASIS AND YOUR DEPOSIT
PREMIUM SHALL BE NO LESS THAN 30% OF YOUR ESTIMATED ANNUAL PREMIUM.
ANY REQUIRED CIGA/WCA/WCFA/ SURCHARGES ARE BASED ON ASSESSABLE
PREMIUM.

YOUR ESTIMATED ANNUAL PREMIUM \$129205.00

THE REQUIRED DEPOSIT IS **\$38762.00**

YOUR CURRENT DEPOSIT IS \$12921.00

DEPOSIT PREMIUM BILL \$25841.00

A COPY OF THIS BILL HAS BEEN SENT TO THE BROKER LISTED ON YOUR POLICY
REP CODE 05

PREVIOUS BILLS NOT PAID

CIGA SURCHARGE 2.000% OF	129,205.00	LESS	\$2,584.10	=	.00
WCA (.13350%) + WCFA (.21680%) = .35030% OF	\$129,205.00		452.61	=	.00
LESS PREVIOUSLY PAID WCA/WCFA SURCHARGE					

PLEASE DISREGARD IF PAYMENT HAS BEEN MADE.

1 1591348-02	PAY THIS AMOUNT →	\$25,841.00
TEAR OFF AND ENCLOSE TOP PORTION OF THIS BILL WITH PAYMENT.		

TATE
COMPENSATION
INSURANCE
FUND
P.O. BOX 7980
SAN FRANCISCO, CA 94120-7980

Terms: NET -- 10 Days

DATE PAID _____ CHECK NO. _____

EXPERIENCE MODIFICATION ENDORSEMENT

REP 05
1591348-02
RENEWAL
NA
1-78-98-73F
PAGE 1

**STATE
COMPENSATION
INSURANCE
FUND**

HOME OFFICE
SAN FRANCISCO

ENDORSEMENT AGREEMENT

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

EFFECTIVE AUGUST 23, 2002 TO AUGUST 23, 2003

SAN MATEO HEALTH COMMISSION
ATTN: FINANCE DEPT
701 GATEWAY BLVD STE 400
S SAN FRAN, CA 94080

RECEIVED
FINANCE DEPT

ANY CONTRADICTION BETWEEN THE POLICY AND THIS ENDORSEMENT
WILL BE CONTROLLED BY THIS ENDORSEMENT.

IT IS AGREED THAT IN CONFORMITY WITH PART FIVE - PREMIUM,
SECTION II. RATE CHANGES OF THE POLICY CONTRACT PREMIUM
EARNED AT THE BASE RATES SHALL BE MODIFIED BY 140 %
IN ACCORDANCE WITH THE CALIFORNIA WORKERS' COMPENSATION
EXPERIENCE RATING PLAN.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

NOVEMBER 14, 2002

2512

Thomas Hansen

Kenneth C. Bollier

**INTERAGENCY AGREEMENT BETWEEN
THE SAN MATEO COUNTY CHILDREN & FAMILIES FIRST COMMISSION
AND
THE COUNTY OF SAN MATEO
(HEALTHY KIDS)**

THIS AGREEMENT is entered into this 1st of January, 2003, by and between the San Mateo County Children & Families First Commission, hereinafter called "Commission," and County of San Mateo, hereinafter called "Contractor."

W I T N E S S E T H :

WHEREAS, pursuant to Health & Safety Code Section 130100 et seq., Commission may contract with independent contractors for the furnishing of such services to or for the Commission; and

WHEREAS, the Exhibit A, Project Services, Exhibit B, Payments, and Exhibit C, Intellectual Property Protocol, are attached hereto and incorporated by reference herein;

WHEREFORE, the Commission and Contractor agree as follows:

1. **Services to be Performed**

In consideration of the payments hereinafter set forth in Exhibit B, attached hereto and incorporated by reference herein, Contractor under the general direction of the Executive Director of the Commission, or his/her authorized representative, with respect to the product or result of Contractor's services, shall perform services as described in Exhibit A, attached hereto and incorporated by reference herein, which includes: service delivery improvement and systems change strategies to increase the percentage of enrollment of uninsured children ages 0-5. Contractor shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract.

Exhibits A and B and their attachments reflect the scope of work and budget for the first year of the contract January 1, 2003 to December 31, 2003. It is understood and agreed that Contractor will submit an updated scope of work and budget for the succeeding year by December 31, 2003, and receive written approval from the Executive Director, after consultation with the Chair of the Commission, prior to commencing the second year provided, however, that there shall be no change in the maximum amount payable under this Agreement. It is anticipated that the scope of work and budget will be amended, with written approval of the Executive Director, upon review of the prior year's progress reports.

2. **Contract Term**

The term of this Agreement shall be from January 1, 2003 to December 31, 2004, subject to the termination provisions noted in paragraph 7, and subject further to the agreement provided for in paragraphs 3.C and 11, that there are reports due followed by final payment and evaluation required which occur after December 31, 2004. Contractor further agrees that the requirements of this Agreement pertaining to records in paragraph 8, and intellectual property in paragraph 9, including Exhibit C, shall survive the termination of this Agreement.

3. **Payments**

A. **Maximum Amount**. In full consideration of Contractor's performance of the services described in Exhibit A, the amount that the Commission shall be obligated to pay for services rendered under this Agreement shall not exceed EIGHT HUNDRED AND SIX THOUSAND, TWO-HUNDRED AND TEN DOLLARS (\$806,210.00) for the term as follows: Year 1 - \$ 423,105.00 (January 1, 2003- December 31, 2003); Year 2 - \$383,105.00 (January 1, 2004- December 31, 2004).

B. **Rate of Payment**. The rate of payment shall be as specified in Exhibit B. Each payment shall be conditioned on the performance of the services described in Exhibit A to the full satisfaction of the Executive Director, on behalf of the Commission. In the event that the Commission makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the Commission at the time of contract termination. All payments are contingent upon the existence of a fiscally solvent managed health care plan that administers the Children's Health Initiative for San Mateo County.

C. **Time Limit for Submitting**. Contractor shall submit 6-month progress reports (mid-year and year-end)

- C. **Time Limit for Submitting.** Contractor shall submit 6-month progress reports (mid-year and year-end) within 10 working days of completion of the 6th and 12th month of each funded year under this Agreement for services to the Commission for payment in accordance with the provisions of Exhibit B. Guidelines for progress reports will be provided by the Commission staff and shall include a descriptive narrative, tracking of the approved timeline and work plan and a detailed financial accounting of all grant funds spent in comparison with the approved budget. The Commission must approve any substantial changes to the approved work plan and/or timeline. The Commission Staff will provide guidelines for such changes. Reports will be due to the Commission as follows:

Year 1

<u>6-month Period</u>	<u>Due Date</u>
1 st (January-June)	July 15, 2003 (Mid-Year Progress Report)
2 nd (July-December)	January 15, 2004 (Year End Progress Report)

Year 2

<u>6-month Period</u>	<u>Due Date</u>
1 st (January-June)	July 15, 2004 (Mid-Year Progress Report)
2 nd (July-December)	January 14, 2005 (Year End Progress Report)

- D. **Availability of Funds.** Payment for all services provided pursuant to this Agreement is contingent upon the availability of funds under Proposition 10. In the event such funds are not provided or not available to the San Mateo County Children & Families First Commission, the Commission shall not be liable for any payment whatsoever; including, but not limited to, payments that are based on Commission funds. The Commission may terminate the agreement for unavailability of State funds. In this event, the Commission shall, through its Executive Director, inform Contractor of such unavailability as soon as it is known, and to the extent legally possible pay all outstanding amounts due.
- E. **Supplantation.** Funds pursuant to this Agreement are provided pursuant to Proposition 10 and are intended to supplement, expand upon, and enhance activities funded from existing sources. Contractor shall not use funds under this Agreement to supplant existing resources or services.

4. **Child Abuse Prevention and Reporting.**

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code Section 11165.9. This responsibility shall include:

- A. A requirement that all employees, consultants, or agents performing services under this contract who are required by Penal Code Section 11166(a), to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code 11166(a), gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C. Contractor agrees that its employees, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at the Commission's sole discretion and Contractor's sole expense.

5. **Smoke Free Premises:**

The Contractor shall prohibit smoking on its premises. "Premises" shall include all property owned, leased, or occupied by Contractor, including its offices and day care centers, if applicable.

6. **Assignments and Subcontracts**

- A. Without the written consent of the Executive Director of the Commission or his/her designee, this Agreement is not assignable in whole or in part with the exception of subcontractors already approved as part of this Agreement. Any assignment by Contractor without the written consent of the Executive Director of the Commission or his/her designee violates this Agreement and shall automatically terminate this Agreement.
- B. All assignees or consultants approved in writing by the Executive Director of the Commission or his/her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

7. **Termination of Agreement**

The Executive Director, after consultation with the Chair of the Commission, may at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the Commission, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the Commission and shall be promptly delivered to the Commission. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.

8. **Records**

- A. Contractor agrees to provide to the Commission, to any Federal or State department having monitoring or reviewing authority, to Commission's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.
- B. Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of three (3) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.
- C. Contractor shall notify Commission staff of all instances and/or requests for data disclosure.

9. **Intellectual Property**

All products and concepts, however recorded, prepared or generated by the Contractor in the performance of this Agreement shall be the exclusive property of the Commission. The term "product" as used in the Agreement shall include, but will not be limited to, documentation, findings, design, report, form, evaluation, method of analysis, system, software developed, design documents and concepts related to the work under this Agreement. This Agreement shall preclude Contractor from using or marketing products developed or originated for the Commission hereunder unless and until the parties execute a marketing agreement. All products, inventions, discoveries and improvements developed in the performance of this Agreement while using Commission facilities, including hardware and software shall be the property of the Commission. It shall be presumed that any product, invention, discovery or improvement was developed using Commission facilities unless Contractor is able to show by documented proof that such invention, discovery or improvement was developed solely with Contractor's facilities. If such product, invention, discovery or improvement shall be determined to be the property of Contractor, Commission shall be granted a nonexclusive, irrevocable, royalty free license to use said invention, discovery or improvement.

The Contractor agrees to abide by the Commission policy and procedures relating to intellectual property. Such policy is incorporated by reference and attached hereto as Exhibit C.

10. **Compliance with Applicable Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances, regulations, including but not limited to appropriate licensure, certification regulations, confidentiality requirements and applicable quality assurance regulations.

11. **Program Monitoring and Evaluation**

Contractor shall track achievement of program objectives and the process and outcome measures for this project as they are described in the scope of work, as amended pursuant to this Agreement. Contractor shall cooperate with any Evaluator hired by the Commission and/or the Children's Health Initiative to aid in the evaluation process. Contractor shall collect client level data for each funded year and shall participate in a countywide and statewide evaluation of the effectiveness of Proposition 10 efforts, whether it occurs during or after the term of this contract. Contractor shall submit reports as requested by the Executive Director or the Evaluator, and comply with reports as required in the Program Handbook, which include the following:

1. A semi-annual and year-end progress report of each funded year.
2. A draft evaluation plan within 31 days of the effective date of hire of the Contractor's evaluation consultant, or as agreed upon by the Executive Director, after consultation with the Chair of the Commission.
3. A year-end evaluation report of each funded year.

12. **Alteration of Agreement**

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, or as permitted by the terms of this Agreement, and no oral understanding or agreement shall be binding on the parties hereto.

13. **Notices**

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, addressed:

- 1) In the case of Commission, to:
Kris Perry, Executive Director
First 5 San Mateo County
1700 S. El Camino Real, Suite 405
San Mateo, CA 94402
Phone: (650) 372-9500
- 2) In the case of Contractor, to:
Margaret Taylor, Director
San Mateo County Health Services Agency
225 37th Avenue
San Mateo, CA 94403
Phone (650) 573-2582

B. **Controlling Law**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

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

COUNTY OF SAN MATEO
(HEALTH SERVICES AGENCY)

SAN MATEO COUNTY CHILDREN & FAMILIES FIRST
COMMISSION

Print Name and Title

Chair

Signature

Date

Date

Budget Unit

Contractor's Tax ID Number

EXHIBIT A

PROJECT SERVICES

Pursuant to the Agreement for Services between The San Mateo County Children & Families First Commission and the County of San Mateo entered onto on January 1, 2003, Contractor shall provide the following services as described more fully in Attachment A, attached hereto and incorporated by reference herein, over the term of this contract from January 1, 2003 to December 31, 2004.

Exhibit A and its attachments reflect the scope of work for the first year of the contract January 1, 2003 to December 31, 2003. It is understood and agreed that Contractor will submit an updated scope of work for the succeeding year by December 31, 2003, and receive written approval from the Executive Director, after consultation with the Chair of the Commission, prior to commencing the second year provided, however, that there shall be no change in the maximum amount payable under this Agreement. It is anticipated that the scope of work will be amended, with written approval of the Executive Director, upon review of the prior year's progress reports.

Under this grant, Contractor will use service delivery improvement and systems change strategies to: increase enrollment of uninsured children ages 0-5 per year.

PLEASE REFER TO ATTACHMENT A FOR SCOPE OF WORK DETAIL

**CHILDREN'S HEALTH INITIATIVE SCOPE OF WORK FOR
THE SAN MATEO COUNTY CHILDREN AND FAMILIES FIRST COMMISSION
(For Year 1: January 1, 2003 – December 31, 2003)**

Objective #1: Develop and conduct outreach and enrollment activities for Healthy Families, Medi-Cal and Healthy Kids raising awareness of health issues and the need for health coverage and leading to increased enrollment of 1,600 previously uninsured children ages 0-5 per year

Total Unduplicated Clients Served under this objective:			
Children 0-5: _____ Describe:	Families of 0-5s: _____ Describe:	Providers of 0-5s: _____ Describe:	Other: _____ Describe:
Major Activities	Staff or Agency Responsible	Documentation/Process Measures	Expected measurable outcomes/results:
1. Recruit, hire and train 5 Community Health Advocates (CHAs) (1Q)	CHI Coordinator	<ul style="list-style-type: none"> Job Descriptions, number of prospective applicants, number of interviews, 5 culturally and linguistically competent CHAs 	
2. Release an RFP to contract with 5 Partner Agencies to conduct community based outreach, enrollment and retention activities (1Q)	CHI Coordinator	<ul style="list-style-type: none"> Number of submitted RFPs, 5 linguistically and culturally competent partner Community Based Organizations (CBOs) 	<ul style="list-style-type: none"> More than a 50% (9 to 14) increase in the number of CBOs involved in MC/HF/HK outreach and enrollment
3. Develop training curriculum and train Community Health Advocates on assisting with the Healthy Kids, Healthy Families and Medi-Cal applications (1Q)	Health Services Outreach Specialist	<ul style="list-style-type: none"> Training manual and attendance at training sessions 	
4. Develop process for integrating HK into Human Service Agency Medi-Cal Benefit Analysts (BAs) workload and then train Human Service Agency BAs on assisting with Healthy Kids and Healthy Families applications (1Q)	HSA Medi-Cal Program Specialist	<ul style="list-style-type: none"> Development of a flow chart, attendance at training sessions and number of passing scores on Healthy Kids test 	
5. Train all staff working on CHI programs using the Health-e-App program (1Q)	HSA/Health Services	<ul style="list-style-type: none"> 80 percent of BAs, CHAs and CBOs are using the Health-e-App to enroll clients 	

**CHILDREN'S HEALTH INITIATIVE SCOPE OF WORK FOR
THE SAN MATEO COUNTY CHILDREN AND FAMILIES FIRST COMMISSION**

(For Year 1: January 1, 2003 – December 31, 2003)

Objective #1 (continued): Develop and conduct outreach and enrollment activities for Healthy Families, Medi-Cal and Healthy Kids raising awareness of health issues and the need for health coverage and leading to increased enrollment of 1,600 previously uninsured children ages 0-5 per year

Major Activities	Staff or Agency Responsible	Documentation/Process Measures	Expected measurable outcomes/results:
6. Convene meetings of contracted and non-contracted CBOs, key Health/HSA staff, and school staff representing at least 20 organizations to develop outreach plan and allocate/prioritize activities among organizations (agency-based, community based, school based, faith based) (1Q)	HSA/Health Services	<ul style="list-style-type: none"> • Strategy document and minutes 	
7. Hold monthly collaborative meetings of contracted Community Based Organization (CBOs), CHAs and BAs to continue developing new strategies for outreach and enrollment (1Q, ongoing)	Health Services	<ul style="list-style-type: none"> • Minutes of collaborative meetings 	
8. Use contracted community based organizations and Health Services CHAs to distribute 1,000 flyers per quarter and make presentations regarding health coverage needs (1Q, ongoing)	Health Services, CBOs		
9. Conduct 4 mass health enrollment events per year in which BAs/CHAs/CAAs provide parents of uninsured children ages 0-5 with enrollment, application and information assistance to enroll into MC/HF/HK. (1Q, ongoing)	Health Services, HSA, CBOs	<ul style="list-style-type: none"> • Application assistance logs • Promotional flyers from events 	<ul style="list-style-type: none"> • 1,600 previously uninsured children ages 0-5 are enrolled into MC/HF/HK (per year)
10. Form strategic partnership with 4 schools districts and conduct on-site outreach, enrollment, application and information assistance for MC/HF/HK to families of uninsured school age children (1Q, ongoing)	Health Services, HSA, CBOs	<ul style="list-style-type: none"> • Promotional Materials Distributed • Application assistance logs • List of participating schools 	<ul style="list-style-type: none"> • 590 children ages 0-5 enrolled in Healthy Kids • 560 children ages 0-5 enrolled in Medi-Cal—a 7 percent increase
11. Work closely with 5 local unions to conduct outreach, enrollment, application and information assistance to their members' uninsured children for MC/HF/HK (1Q, ongoing)	Health Services	<ul style="list-style-type: none"> • Promotional Materials Distributed • Application assistance logs • List of participating unions 	<ul style="list-style-type: none"> • 470 children ages 0-5 enrolled in Healthy Families—a 43 percent increase
12. Coordinate with other San Mateo County Health Services programs and HSA family resource centers on outreach, enrollment and retention activities through health fairs, clinic sites, and schools (1Q, ongoing)	Health Services	<ul style="list-style-type: none"> • List of Coordinating SM Health-Related Organizations • List of CBOs 	

* Note: For mnemonics, refer to glossary at end = BA, CAA, CBO, CFCC, CHA, CHI, HF, HK, HPSM, MC, PSA, RFP

**CHILDREN'S HEALTH INITIATIVE SCOPE OF WORK FOR
THE SAN MATEO COUNTY CHILDREN AND FAMILIES FIRST COMMISSION**

(For Year 1: January 1, 2003 – December 31, 2003)

Objective #1 (continued): Develop and conduct outreach and enrollment activities for Healthy Families, Medi-Cal and Healthy Kids raising awareness of health issues and the need for health coverage and leading to increased enrollment of 1,600 previously uninsured children ages 0-5 per year.

Major Activities	Staff or Agency Responsible	Documentation/Process Measures	Expected measurable outcomes/results:
13. Work closely with the faith-based community to conduct outreach and enrollment events at least 2 places of worship per year. (1Q, ongoing)	Health Services	<ul style="list-style-type: none"> • Promotional Materials Distributed • Application assistance logs • List of participating places of worship 	
14. Provide home-based enrollment, application, and information assistance for MC/HF/HK to 100 children ages 0-5 per year	Health Services, CBOs	<ul style="list-style-type: none"> • Log of "home-based" enrollment assistance 	

* Note: For mnemonics, refer to glossary at end = BA, CAA, CBO, CFFC, CHA, CHI, HF, HK, HPSM, MC, PSA, RFP

**CHILDREN'S HEALTH INITIATIVE SCOPE OF WORK FOR
THE SAN MATEO COUNTY CHILDREN AND FAMILIES FIRST COMMISSION**

(For Year 1: January 1, 2003 – December 31, 2003)

Objective #2 Increase parent's awareness of available health benefit options and appropriate utilization of the health care system in order to ensure that 60 percent of children ages 0-5 enrolled MC/HF/HK who are contacted for follow-up utilize one or more medical or dental service over the year.

Total Unduplicated Clients Served under this objective:

Children 0-5: _____ Families of 0-5s: _____ Providers of 0-5s: _____ Other: _____
Describe: Describe: Describe: Describe:

Major Activities	Staff or Agency Responsible	Documentation/Process Measures	Expected measurable outcomes/results:
1. Follow-up by phone with 80 percent of parents of newly enrolled children ages 0-5 within 60 days of enrollment in MC/HF/HK to determine whether they have utilized the program (2Q, ongoing)	Health Services, HSA, CBOs	<ul style="list-style-type: none"> • Contact/Assistance log • HPSM administrative data 	<ul style="list-style-type: none"> • At least 60 percent of newly enrolled MC/HF/HK children ages 0-5, who are contacted for follow-up utilize one or more medical or dental service over the year.
2. Provide 40 percent of parents of newly enrolled children ages 0-5 with in-person assistance with navigating the health care provider system needed to make appointments for their children's annual exams (2Q, ongoing)	Health Services, HSA, CBOs	<ul style="list-style-type: none"> • Contact/Assistance log • HPSM administrative data 	

* Note: For mnemonics, refer to glossary at end = BA, CAA, CBO, CFFC, CHA, CHI, HF, HK, HPSM, MC, PSA, RFP

**CHILDREN'S HEALTH INITIATIVE SCOPE OF WORK FOR
THE SAN MATEO COUNTY CHILDREN AND FAMILIES FIRST COMMISSION**

(For Year 1: January 1, 2003 – December 31, 2003)

Objective #3: Develop and implement processes to ensure that approximately 60 percent of children ages 0-5 retain Medi-Cal/Healthy Families/Healthy Kids benefits beyond the initial year of enrollment.

Total Unduplicated Clients Served under this objective:			
Children 0-5: _____ Describe:	Families of 0-5s: _____ Describe:	Providers of 0-5s: _____ Describe:	Other: _____ Describe:
Major Activities	Staff or Agency Responsible	Documentation/Process Measures	Expected measurable outcomes/results:
1. Develop systems to continuously monitor address and phone numbers of families of children 0-5 as families move often (3Q).	HPSM, HSA, Health	<ul style="list-style-type: none"> Documentation of the developed process Phone logs 	<ul style="list-style-type: none"> Documentation of the developed process Phone logs
2. Implement systems to continuously monitor address and phone numbers of families as families move often (4Q, ongoing).	HPSM, HSA, Health	<ul style="list-style-type: none"> The number of updated addresses 	<ul style="list-style-type: none"> 60 percent of Healthy Kids members ages 0-5; 70 percent of Medi-Cal members 0-5; and 60 percent of Healthy Families members ages 0-5 will retain their benefits beyond the initial year of enrollment
3. Develop system that flags children ages 0-5 three months prior to re-enrollment date (4Q)	Health, HSA, CBOs	<ul style="list-style-type: none"> Documentation of the developed process 	
4. Three months prior to re-enrollment, contact parents of enrolled children ages 0-5 by phone to notify them it is time to re-enroll (4Q, ongoing)	Health, HSA, CBOs	<ul style="list-style-type: none"> Phone logs 	
5. Two months prior to re-enrollment provide in person or over the phone assistance to parents of enrolled children ages 0-5 to complete forms and any other steps needed to re-enroll in the program (4Q, ongoing).	Health, HSA, CBOs	<ul style="list-style-type: none"> Re-enrollment assistance logs 	

* Note: For mnemonics, refer to glossary at end = BA, CAA, CBO, CFFC, CHA, CHI, HF, HK, HPSM, MC, PSA, RFP

**CHILDREN'S HEALTH INITIATIVE SCOPE OF WORK FOR
THE SAN MATEO COUNTY CHILDREN AND FAMILIES FIRST COMMISSION
(For Year 1: January 1, 2003 – December 31, 2003)**

Objective #4: To evaluate the Children's Health Initiative in order to document progress toward the broader goal of ensuring that all children, 0-5 in San Mateo County, below 400% of the Federal Poverty Level, have health insurance and access to regular medical care.

Total Unduplicated Clients Served under this objective:

Children 0-5: _____ Families of 0-5s: _____ Providers of 0-5s: _____ Other: _____
 Describe: Describe: Describe: Describe:

Major Activities	Staff or Agency Responsible	Documentation/Process Measures	Expected measurable outcomes/results:
1. Coordinate and oversee an evaluation subcommittee comprised of stakeholders and consultants from Health Services, HSA, CFFC, PCF, HPSM (Q1)	Health Services	<ul style="list-style-type: none"> Evaluation meeting minutes 	<ul style="list-style-type: none"> Outcome measures will be more clearly defined once evaluation consultant is hired on Refer to the evaluation plan for outcome measures (must be reviewed and approved by FIRST 5 Commission).
2. Develop an outline and budget for all components of the evaluation (Q1)	Health Services	<ul style="list-style-type: none"> Subcommittee Evaluation Proposal 	
3. Release an RFP for an evaluation firm to oversee all components of the CHI evaluation (Q1)	Health Services	<ul style="list-style-type: none"> RFP Number of submitted proposals 	
4. Review and select an evaluator with the assistance of subcommittee and CHI Coalition (Q2)	Health Services	<ul style="list-style-type: none"> RFP decision criteria 	
5. Develop contract with evaluator and monitor progress of work	Health Services	<ul style="list-style-type: none"> Contract document Evaluator progress reports 	
6. Implement a process evaluation to document the evolution of the project, identifying the most and least effective strategies, and how CHI addressed barriers to outreach and enrollment, health utilization and access and provider participation (Q2, ongoing)	Health Services, Contractor	<ul style="list-style-type: none"> Contracted Evaluator's design Log of completed Interviews Log of completed focus groups 	
7. Implement an impact evaluation using five key databases HPSM administrative data, claims data and HEDIS measures; Population wide random sample surveys of families with children 0-5; Client surveys ages 0-5; Provider surveys; employer surveys (Q2, ongoing)	Health Services, Contractor	<ul style="list-style-type: none"> Survey instrument tools HPSM administrative reports 	
8. Provide evaluation reports on annual basis on the progress of CHI 4Q, 8Q)	Health Services, Contractor		

* Note: For mnemonics, refer to glossary at end = BA, CAA, CBO, CFFC, CHA, CHI, HF, HK, HPSM, MC, PSA, RFP

**CHILDREN'S HEALTH INITIATIVE SCOPE OF WORK FOR
THE SAN MATEO COUNTY CHILDREN AND FAMILIES FIRST COMMISSION**

(For Year 1: January 1, 2003 – December 31, 2003)

Objective 5: To implement and conduct an eligibility determination process that leads to a 100 percent rate of correct enrollment and a 0 percent rate of incorrect denials.

Total Unduplicated Clients Served under this objective:			
Children 0-5: _____ Describe:	Families of 0-5s: _____ Describe:	Providers of 0-5s: _____ Describe:	Other: _____ Describe:
Major Activities	Staff or Agency Responsible	Documentation/Process Measures	Expected measurable outcomes/results:
1. Investigate IT needs and eligibility determination process for Healthy Kids (Q1)	HSA	<ul style="list-style-type: none"> Site visit notes to Santa Clara and San Francisco, meetings with Deloitte 	<ul style="list-style-type: none"> 100 percent rate of correct enrollment for children ages 0-5 and a 0 percent rate of incorrect denials.
2. Implement eligibility determination process for applications completed by CBOs/CAAs (Q1)	HSA	<ul style="list-style-type: none"> Flow charts, meeting notes 	
3. Implement eligibility determination process for Healthy Kids BAs and review process & quality assurance safeguards (Q1)	HSA	<ul style="list-style-type: none"> Flow charts, training manuals, policy and procedures 	
4. Implement a central point where all applications completed by CBOs/CAAs will be sent for determination (Q1)	HSA	<ul style="list-style-type: none"> Meeting notes 	
5. Implement process for handling initial family contributions and passing it onto HPSM to deposits (Q1)	HSA	<ul style="list-style-type: none"> Policy and procedures 	
6. Hire/re-assign staff to serve as the lead on Healthy Kids eligibility determination (1Q)	HSA	<ul style="list-style-type: none"> Staff interviews 	
7. Implement process for transferring data to HPSM once eligibility determination is complete (1Q)	HSA, HPSM	<ul style="list-style-type: none"> Flow charts, meeting notes, policy and procedures, developed MIS systems 	
8. Develop and implement any needed MIS upgrades (e.g., logic for eligibility determination) including ability to track enrollment numbers by geography and age (1Q)	HSA, HPSM, Health Services	<ul style="list-style-type: none"> MIS systems, implementation work plan, contract with vendors 	

* Note: For mnemonics, refer to glossary at end = BA, CAA, CBO, CFFC, CHA, CHI, HF, HK, HPSM, MC, PSA, RFP

**CHILDREN'S HEALTH INITIATIVE SCOPE OF WORK FOR
THE SAN MATEO COUNTY CHILDREN AND FAMILIES FIRST COMMISSION**

(For Year 1: January 1, 2003 – December 31, 2003)

Objective 5: To implement and conduct an eligibility determination process that leads to a 100 percent rate of correct enrollment and a 0 percent rate of incorrect denials.

Major Activities	Staff or Agency Responsible	Documentation/Process Measures	Expected measurable outcomes/results:
9. Process eligibility determination for Healthy Kids in a timely manner (1Q, ongoing)	HSA	<ul style="list-style-type: none"> • Eligibility determination report logs 	
10. Collect initial family contributions and report quarterly the amount of money collected (1Q, ongoing)	HSA	<ul style="list-style-type: none"> • Family contribution report logs 	
11. Pass on eligibility information to HPSM within 2 days so eligible children are enrolled into Healthy Kids as soon as possible (1Q, ongoing)	HSA	<ul style="list-style-type: none"> • Eligibility determination report logs and HPSM Healthy Kids membership information 	

* Note: For mnemonics, refer to glossary at end = BA, CAA, CBO, CFFC, CHA, CHI, HF, HK, HPSM, MC, PSA, RFP

**CHILDREN'S HEALTH INITIATIVE SCOPE OF WORK FOR
THE SAN MATEO COUNTY CHILDREN AND FAMILIES FIRST COMMISSION**

(For Year 1: January 1, 2003 – December 31, 2003)

Objective 6: Implement a marketing and public awareness campaign that leads to an increase in awareness of available health coverage options for low-income children ages 0-5 and sustainable funding to cover all children ages 0-5.

Total Unduplicated Clients Served under this objective:			
Children 0-5: _____ Describe:	Families of 0-5s: _____ Describe:	Providers of 0-5s: _____ Describe:	Other: _____ Describe:
Major Activities	Staff or Agency Responsible	Documentation/Process Measures	Expected measurable outcomes/results:
1. Develop enrollment forms, flyers and posters to disseminate to low-income families with children ages 0-5(1Q)	Health Services, HSA	• Flyers, posters, enrollment forms	<ul style="list-style-type: none"> • Will be measured by the evaluation plan (TBD) (Refer to the evaluation plan for outcome measures (must be reviewed and approved by FIRST 5 Commission).
2. Write and release one PSA for radio and TV on a quarterly basis (1Q, ongoing)	Health Services	• Sample PSAs	
3. Produce collateral materials such as pens, stickers, umbrellas, etc. to market the program and as incentives to sign up families with children ages 0-5 (1Q, ongoing).	Health Services	• Sample collateral materials	
4. Work with San Mateo County CFFC to get Bay Area wide advertising for the CHI (1Q, 2Q).	Health Services, CFFC	• Meeting notes	
5. Work with 4-6 local newspapers to publicize CHI for children ages 0-5 (1Q, ongoing).	Health Services	• Newspaper articles	
6. Develop a fundraising plan to sustain the program and ensure that all children ages 0-5 are covered (1Q, ongoing).	Health Services	• Fundraising strategy, semi-annual donation report	
7. Release an RFP and hire a public relations consultant to help with fundraising to small businesses (1Q)	Health Services	• RFP, PR contract	
8. Hold Fundraising events and presentations for small businesses (1Q, ongoing).	Health Services	• List of events and presentations	

* Note: For mnemonics, refer to glossary at end = BA, CAA, CBO, CFFC, CHA, CHI, HF, HK, HPSM, MC, PSA, RFP

**CHILDREN'S HEALTH INITIATIVE SCOPE OF WORK FOR
THE SAN MATEO COUNTY CHILDREN AND FAMILIES FIRST COMMISSION
(For Year 1: January 1, 2003 – December 31, 2003)**

GLOSSARY:

BA = Benefit Analyst

CAA = Certified Application Assistant

CFFC = Children and Families First Commission

CHA = Community Health Assistant

CHI = Children's Health Initiative

HF = Healthy Families

HK = Healthy Kids

HPSM = Health Plan of San Mateo

HSA = Human Service Agency

MC = Medi-Cal

PSA = Public Service Announcement

RFP = Request for Proposal

EXHIBIT B

PAYMENTS

Pursuant to the Agreement for Services between The San Mateo County Children & Families First Commission and the County of San Mateo entered into on January 1, 2003, the Commission shall pay Contractor, as described more fully in Attachment B, attached hereto and incorporated by reference herein over the term of this contract from January 1, 2003 to December 31, 2004.

Exhibit B and its attachments reflect the budget for the first year of the contract January 1, 2003 to December 31, 2003. It is understood and agreed that Contractor will submit an updated budget for the succeeding year by December 31, 2003, and receive written approval from the Executive Director, after consultation with the Chair of the Commission, prior to commencing the second year provided, however, that there shall be no change in the maximum amount payable under this Agreement. It is anticipated that the budget will be amended, with written approval of the Executive Director, upon review of the prior year's progress reports. It is also understood that contractor may earn money from funds received under this contract. Any monies earned from investments or otherwise shall be expended on services provided under this contract. Provision for expenditure of this money shall be included in the budgets for year two.

1. The Commission shall pay Contractor based on a 60/40 formula whereby in the first year, 60% of the Maximum Amount of the annual award shall be released to the Contractor upon approval and execution of the contract. After a review of the Contractor's Semi-Annual Progress Report, 40% of the Maximum Amount of the annual award shall be released. In the second year of the contract, 60% of the Maximum Amount of the annual award shall be released after a review of the Contractor's first year Year-End Progress Report.

Guidelines for the progress reports will be provided by the Commission staff and shall include a descriptive narrative, tracking of the approved timeline and work plan (scope of work), and a detailed financial accounting of all grant funds spent in comparison with the approved budget.

2. Payment shall be conditioned on the performance of the services described in Exhibit A to the full satisfaction of the Executive Director, on behalf of the San Mateo County Children & Families First Commission.
3. The amount that the Commission shall be obligated to pay for services rendered under this Agreement shall not exceed \$806,210 for the contract term, January 1, 2003 – December 31, 2004.
4. Payment is contingent upon satisfactory performance, appropriate grant management, and timely reporting.
5. Contractor shall expend funds received, in accordance with the budget as described in Attachment B, attached hereto and incorporated by reference herein, or as approved later by the Executive Director, after consultation with the Chair of the Commission.

Year 1	Year 2
Maximum Amount: \$423,105.00	Maximum Amount: \$383,105.00
Funding: 60/40	
Year 1	Year 2
60% - \$253,863.00	60% - \$229,863.00
40% - \$169,242.00	40% - \$153,242.00

EXHIBIT C

INTELLECTUAL PROPERTY PROTOCOL

The protocol provided below addresses how and when a person must gain permission to disseminate data, findings or products emerging from CFFC-funded projects or their evaluations.

1. Categories of Materials

The following tiers represent the general types or categories of dissemination and the CFFC's policy for each category.

- Tier 1** acknowledges that cleaned and reviewed data, and summaries of cleaned/reviewed data are commonly shared among individuals and/or organizations (collectively "person"). The CFFC encourages this practice and does not expect any advance notice, pre-approval or involvement.
- Tier 2** recognizes that data sets are commonly analyzed and findings are broadly shared through publication, teaching and other methods of dissemination. These activities are viewed as beneficial to the community and therefore the CFFC encourages them. However, prior to any publication of CFFC-funded and produced materials, such material shall be submitted to the CFFC for prior approval for input and to ensure inclusion of appropriate CFFC acknowledgment.
- Tier 3** acknowledges that in some instances, persons will develop analyses, materials or products for distribution and/or sale (e.g. software programs, CD ROMs, brochures, manuals, curricula and books). Persons need to acknowledge that in such instances, the CFFC owns the rights to such analyses, materials or products. Consequently, no person shall sell or otherwise appropriate, any analyses, materials or products which are made possible, in whole or in part, by CFFC funded support, without the express prior approval of the CFFC. When presented with a request by a person for prior approval, the CFFC shall decide whether, and to what extent, such analyses, materials or products may be appropriated or sold, the determination of which shall include consideration of such issues such as profit sharing, on a case by case basis.

2. Definitions and Process

At present, CFFC contracts state that CFFC owns any products from CFFC-funded projects. The protocol provided below addresses how/when a person must gain permission to disseminate data, findings or products emerging from CFFC-funded projects or their evaluations.

Tier 1- Cleaned/Reviewed Data and Summary of Findings

Definition:

This category generally includes data that are considered to be "in the public domain." This includes data from general surveys as well as specific surveys and other data collection methods utilized to identify the "results" of CFFC-funded efforts (e.g.: % of WIC clients who initiate breast feeding).

This data has been cleaned and reviewed for clarity and reasonable validity. This does not include "draft" data or draft summaries which have not been approved or finalized by the originator.

Criteria/Conditions for Release of Information:

In the spirit of cooperating/coordinating with all persons who are working to improve the health and well being of children and families in the County, these data may be released without specific CFFC review and approval provided that appropriate measures are taken to ensure client confidentiality AND provided that the methods used to collect the data are reasonably valid and are available for review upon request.

Tier 2- Analytic Reports for Public Dissemination, Publication and/or Teaching

Definition:

This category includes reports that analyze cleaned data and their significance, which are to be used for public dissemination, publication, or teaching.

Criteria/Conditions for Release of Information:

Reports for public dissemination, publication and/or teaching must (1) acknowledge CFFC support for the intervention or evaluation effort; and (2) be submitted to CFFC prior to distribution/publication for approval, feedback and comments. This includes reports which analyze the status of population (results) and/or those which assess the effectiveness of funded interventions.

Client confidentiality must be maintained and methods of data collection utilized must be included or available upon request. Requests for comments/feedback shall be submitted to CFFC offices. The Executive Director will conduct a review and forward the materials and comments to the evaluation oversight committee for review and additional comments. The request shall then go to the full CFFC for comment and/or approval.

Tier 3- Products with Sales or Profit-Producing Potential

Definition

This category includes any analyses, materials or products wholly or partially created or produced with CFFC support which may be sold or otherwise appropriated. This may include, but is not limited to: manuals, brochures, software programs, CD ROMs, curricula, and books.

Process for Consideration and /or Approval of Product Sale:

Any person with a CFFC-supported product for sale or for profit must submit a request to CFFC for approval for sale specifying the use of profits prior to its sale. Terms of approval of such requests will be considered on a case by case basis.

Requests shall be submitted to CFFC offices. The Executive Director will conduct a review and forward the materials and comments to the evaluation oversight committee for review and additional comments. The request shall then go to the full CFFC for comment and/or approval.

Attachment B

**CHILDREN'S HEALTH INITIATIVE BUDGET REQUEST FORM FOR THE
SAN MATEO COUNTY CHILDREN AND FAMILIES FIRST COMMISSION**

I. PERSONNEL			Amount Requested	Leverage Amount Available	Total Program Budget
<u>Position Title</u>	<u>Salary Range</u>	<u>#FTEs</u>			
A. Program Coordinator	65,000 -75,000	0.33	\$23,760		\$23,760
B. Outreach and Enrollment Staff (7 months)	35,000-42,000	1.67	\$72,639		\$72,639
Benefits @ 31.6%			\$30,462		\$30,462
			-----		-----
Subtotal- Personnel			\$126,861		\$126,861

II. OPERATING EXPENSES		Amount Requested	Leverage Amount Available	Total Program Budget
A. Office Supplies and Materials		\$1,000		\$1,000
B. Printing and Copying		\$3,000		\$3,000
C. Employee Mileage		\$3,800		\$3,800
D. Telephone Expenses		\$1,250		\$1,250
E. Financial Consultants		\$2,000		\$2,000
F. Subcontractors (CBOs)		\$50,000		\$50,000
G. Human Services Agency (HSA)		\$49,175		\$49,175
H. Training & Education Materials and Supply		\$13,000		\$13,000
I. Advertising & Publicity Expense		\$21,333		\$21,333
J. Collateral Materials		\$12,000		\$12,000
K. Evaluation		\$87,000		\$87,000
		-----		-----
Subtotal- Operating Expenses		\$243,558		\$243,558

III. CAPITAL EXPENDITURES		Amount Requested	Leverage Amount Available	Total Program Budget
A. MIS Eligibility/Enrollment and Membership system		\$40,000		\$40,000
		-----		-----
Subtotal - Capital Expenditures		\$40,000		\$40,000

Attachment B

**CHILDREN'S HEALTH INITIATIVE BUDGET REQUEST FORM FOR THE
SAN MATEO COUNTY CHILDREN AND FAMILIES FIRST COMMISSION**

IV. INDIRECT COSTS	Amount Requested	Leverage Amount Available	Total Program Budget
Personnel costs @ 10%	\$12,686		\$12,686
	-----		-----
Subtotal – Indirect Costs	\$12,686		\$12,686

V. TOTAL PROGRAM COSTS	Amount Requested	Leverage Amount Available	Total Program Budget
Total of sections I – IV	\$423,105		\$423,105

CHILDREN'S HEALTH INITIATIVE BUDGET REQUEST FORM FOR THE SAN MATEO COUNTY CHILDREN AND FAMILIES FIRST COMMISSION

I PERSONNEL

1. Program Coordinator 0.33 FTE

Paid monthly at 35.50/hr x 13.3hrs/week x 52 weeks \$23,760

The Program Coordinator will coordinate all aspects of the initiative. Including: monitoring other collaborative partners' performance, administering community based contracts, supervising staff, facilitating coalition meetings, coordinating evaluation, and providing reports to the Commission. (All program objectives)

2. Community Healthy Advocates 1.66 FTE

Paid monthly at \$18/hr x 67hrs/week x 52 weeks \$72,639

CHAs will be San Mateo County Health Services employees and will act as health coverage specialists, providing proactive outreach, promoting the programs, and encouraging potentially eligible children to apply. They will work closely with Human Services Agency Medi-Cal Benefit Analysts and will also work with schools, clinics, WIC, CHDP, other Health Services programs, faith based organizations, and CBOs. (Objectives 1-3 & 6)

Benefits @ 31.6% \$30,462

II OPERATING EXPENSES

A. Office Supplies and Materials

\$1,000

Papers, pens, desk supplies, etc. @ \$83/month

B. Printing/Copying

\$3,000

Internal copying of correspondence and copying of marketing/
outreach materials @ \$250/month

C. Employee Mileage

\$3,800

Staff travel around the County for outreach and enrollment events. Estimated
annual figure of 5,200 miles x \$.365/mile = \$3,800

D. Telephone Communications

\$1,250

Phones/fax monthly costs @ \$104/month

E. Financial Consultants

\$2,000

10 to 12 hours of financial analysis of the per member per month costs
of the Healthy Kids Program at \$175 per hour. This is a contracted
consultant (see attached resume)

F. Subcontractors (CBOs)

\$50,000

5 Community Based Organizations who will perform targeted Medi-Cal,
Healthy Families and Healthy Kids outreach and enrollment to hard
to serve populations ages 0 through 5. Activities include: participation in
the Healthy Families and Healthy Kids Certified Assistor Training; Information
Dissemination; Assistance in planning and organizing of mass enrollment
events throughout the County. (approximately 11 hours per week over
a 52-week period of certified assistor staff time at \$18/hr including benefits)

**CHILDREN'S HEALTH INITIATIVE BUDGET REQUEST FORM FOR THE
SAN MATEO COUNTY CHILDREN AND FAMILIES FIRST COMMISSION**

<u>G. Subcontractors (HSA)</u>	\$49,175
Human Services Agency staff (.66 FTE) that will perform Medi-Cal, Healthy Families and Healthy Kids outreach and enrollment activities and will determine finally eligibility for the Healthy Kids program.	
<u>H. Training & Education Materials and Supply</u>	\$13,000
Materials and supplies to train and certify CBOs and Health Services and Human Services Agency staff for Healthy Kids enrollment	
<u>I. Advertising & Publicity</u>	\$21,333
Marketing activities that raise awareness about available health coverage options. Activities will include: developing and disseminating materials that promote CHI, such as posters and flyers; and publicizing CHI through radio and TV	
<u>J. Collateral Materials</u>	\$12,000
Producing collateral materials, such as pencils, t-shirts and stickers as incentives for enrollment;	
<u>K. Evaluation</u>	\$87,000
One third the cost of the CHI evaluation, which will include six evaluation components including: process evaluation, health plan administrative analysis, client and population based surveys, provider surveys and an analysis of crowd-out.	
III. CAPITAL EXPENDITURES	
<u>A. MIS Eligibility/Enrollment and Membership System</u>	\$40,000
One time cost for a Management Information System that will expedite enrollment into Medi-Cal, Healthy Families and Healthy Kids. It will also track premiums, annual re-determination and develop reports on enrollment by age and geography. This is a one time cost and represents one third of the total costs of the MIS.	
IV. INDIRECT COSTS	\$12,686
10 % OF TOTAL personnel (\$126,861) Includes administrative overheads, payroll and business services	
V. TOTAL PROGRAM COSTS	<u>\$423,105</u>

COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION
MEMORANDUM

DATE: 14 Jan 03

TO: Priscilla Morse, Risk Management, San Mateo County
PONY# EPS163 Fax: 363-4864

FROM: Arthur Morris Fax: 2116 Phone 276

SUBJECT: Contract Insurance Approval

CONTRACTOR: SM CHILDREN & FAMILIES FIRST COMMISSION / FIRST 5 Commission

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES: no

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC): Funding for Children's Health Initiative

COVERAGE:

Comprehensive General Liability:	\$ 0
Motor Vehicle Liability:	\$ 0
Professional Liability:	\$ 0
Worker's Compensation:	\$ 0

APPROVE _____

WAIVE

MODIFY _____

REMARKS/COMMENTS:

Priscilla Morse
SIGNATURE

**AGREEMENT BETWEEN
PENINSULA HEALTH CARE DISTRICT
AND THE COUNTY OF SAN MATEO
REGARDING THE SAN MATEO COUNTY CHILDREN'S HEALTH
INITIATIVE**

This Agreement is made this ___ day of _____, 2003, by and between the Peninsula Health Care District ("District") and the County of San Mateo ("County").

RECITALS

- A. District is a public health care district formed and operating pursuant to the Local Health Care District Law. (California Health and Safety Code Sections 32000 et seq.)
- B. County has determined that there is a public need for the provision of basic health care for indigent and needy children residing in San Mateo County.
- C. County has created the San Mateo County Children's Health Initiative for the provision of health insurance for indigent and needy children throughout County ("County Health Initiative" or the "Program").
- D. District's financial support of the County Health Initiative for children residing in District as set forth herein, is consistent with District's healthcare purposes, which include providing "assistance in the operation of ... health services including... other health care programs, services, and facilities and activities at any location within or without the district for the benefit of the district and the people served by the district." (Health and Safety Code §32121(j))
- E. The parties believe that enhancing access to basic medical care for children is not only humane but also necessary to improve the health of the community and that providing health insurance is a sound way to help promote such access.
- F. Whereas, the parties anticipate that the actual exchange of funding will be accomplished through a fundholder/foundation.

NOW, THEREFORE, County and District agree as follows:

1. **Purpose.**

This Agreement is entered into for the purpose of confirming District's decision on December 19, 2002, to support the Program for eligible children living in the District.

2. **District to Help Fund County Health Initiative.**

To help assure the continuance of the County Health Initiative, District shall pay to County for the fiscal years 2002-2003 and 2003-2004 a portion of the cost of the Program for children living within the District. County is relying on District's payment of those funds for the Program. Notwithstanding the foregoing, County understands and acknowledges that this funding by District is subject to the following terms and conditions.

- 2.1. The County shall match each dollar contributed by District for the Program.
- 2.2. The District's funds shall be applied only for the benefit of children living within District and shall only be used to fund Healthy Kids premiums and non-premium costs ("non-premium" including Medi-Cal, Health Families and Healthy Kids outreach enrollment and marketing activities; and CHI evaluation and administration).
- 2.3. The District's grant will be funded only from its tax receipts.
- 2.4. The District's grant shall not exceed Thirteen Point Eight Percent (13.8%) of the total cost of the Program described in section 2.2 or Seven Hundred and Fifty Thousand Dollars (\$750,000), which ever is less.
- 2.5. The District's grant will be funded on a quarterly basis, beginning January 1, 2003 after receipt of an invoice from County.
- 2.6. The District shall receive quarterly updates and progress reports from County.
- 2.7. If the Program is terminated or substantially modified at any time during the grant period, the District will withdraw any remaining grant funds not yet paid.
- 2.8. If the Program is substantially modified to such an extent that District determines that the Program no longer meets the expectations of District, then District shall notify County of such determination and the reasons thereof. County thereafter shall have

30 days to revise such modification or to convince District to reverse its determination. If District's determination remains that the Program has been so substantially modified that it no longer meets the expectations of District, then District may terminate this Agreement effective upon such determination by District or upon any date thereafter as set by District and no grants shall be payable hereunder by District after such termination date.

2.9. If District loses or relinquishes its right to receive tax collections within the term of this Agreement, this Agreement shall terminate effective as of the effective date of such event, and no grants shall be payable hereunder by District after such date.

2.10. County shall indemnify, defend, and hold harmless, District, its directors, officers, staff and authorized representatives, from and against all costs, expenses, and attorney's fees, arising directly or indirectly, out of, in connection with, or relating to the District's participation in the Program pursuant to this Agreement. This obligation shall not be qualified or eliminated by any allegation, finding, judgment, or verdict that any indemnitee is responsible for a passively negligent act or omission, except where such negligence was the principal cause.

3. **Other District Health Care Activities.**

County supports and welcomes the continuation of District's involvement in the County Health Initiative (as well as the other health care related activities of District) and supports and welcomes District's use of property tax revenues to help support the County Health Initiative.

4. **Notices.**

All notices, payments, reports, requests, demands and other communication to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally, or on the second day after mailing if mailed to the party to whom notice is given by first class mail, registered or certified, postage prepaid and addressed as follows:

District: Chair, Board of Directors
 Peninsula Health Care District
 1783 El Camino Real
 Burlingame, California, 94010

County: County Manager
County of San Mateo
400 County Center
Redwood City, California 94063

The parties shall provide notice in writing of any change of address.

5. **Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6. **Entire Agreement.**

This Agreement is the entire understanding and agreement of the parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the parties. No other understanding between the parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

Date: _____

PENINSULA HEALTH CARE DISTRICT

By: _____
Its: _____

Date: _____

COUNTY OF SAN MATEO

By: _____
Its: President Board of Supervisors

Attest: _____
Clerk

COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION
MEMORANDUM

DATE: 14 Jan 03

TO: Priscilla Morse, Risk Management, San Mateo County
PONY# EPS163 Fax: 363-4864

FROM: Arthur Morris, x2761, Fax 2116

SUBJECT: Contract Insurance Approval

CONTRACTOR: Peninsula Health Care District

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES: *no*

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC): Funding for Children's Health Initiative

COVERAGE:

Comprehensive General Liability:	\$ 0
Motor Vehicle Liability:	\$ 0
Professional Liability:	\$ 0
Worker's Compensation:	\$ 0

APPROVE _____

WAIVE ✓

MODIFY _____

REMARKS/COMMENTS:

Priscilla Morse

SIGNATURE