

CONTRACT BETWEEN THE COUNTY OF SAN MATEO AND THE HEALTH PLAN OF SAN MATEO

This Agreement, made and entered into this _____ day of March, 2005, by and between the County of San Mateo, a political subdivision of the State of California, hereinafter referred to as "County" and the San Mateo Health Commission, dba the Health Plan of San Mateo, hereinafter referred to as "Commission" or "Health Plan," a county organized health system created by the statutory authority of California WIC §14087.51.

WHEREAS, for valuable consideration set forth herein, the Commission and the County desire to contract for the services of a County employee to be the Interim Executive Director for the Health Plan of San Mateo (hereinafter called "Executive Director").

NOW, THEREFORE IT IS HEREBY AGREED that:

1. Services.

- (a) In consideration of the payments hereinafter set forth, the County shall provide an employee of the County of San Mateo to serve as the Interim Executive Director of the Health Plan from July 1, 2005 through June 30, 2006. The Interim Executive Director shall perform the duties outlined in Exhibit "A," as well as any other duties required by state and federal law or regulation or the Health Plan's contracts with the California Department of Health Services and/or Managed Risk Medical Insurance Board (MRMIB).
- (b) The County Manager and the Chair of the Health Commission are authorized to agree a "transition period," which may be any or all of the period from the date

this agreement is fully executed and June 30, 2005. The County Manager and the Chair of the Health Commission are authorized agree to the timing and services to be performed during said transition period. During said transition period, the county employee designated to serve as Interim Executive Director may work at the Health Plan of San Mateo on a part-time basis, and/or may work on Health Plan of San Mateo projects off-site, and/or may work at the County of San Mateo on a part time basis. In making decisions concerning the transition period, the County Manager and the Chair of the Health Commission may consider suggestions from the current Executive Director and the county employee designated to serve as Interim Executive Director.

(c) Following the transition period, but no later than July 1, 2005, the county employee designated to serve as Interim Executive Director will serve in that capacity on a full-time basis.

(d) The employee designated to be the Interim Executive Director shall be mutually agreed upon by the parties, and at the time this agreement is entered into, the parties agree that County employee Maya Altman shall be the designated employee.

2. Compensation for Services.

(a) Effective on the day that Ms. Altman begins working at the Health Plan of San Mateo, the Health Plan shall provide compensation to the County for the full cost of her services. The full cost includes a salary of \$14,310 per month, plus the cost of the car allowance and other benefits that county Department Heads receive.

(b) In the event Ms. Altman's full time service for the Health Plan of San Mateo begins mid-month, or in the event she works for the Health Plan of San Mateo on

a part time basis during the transition period, the amount of monthly compensation shall be prorated.

(c) The County of San Mateo shall compute the cost of Ms. Altman's salary, full payment for all employee benefits, and car allowance, and shall send a monthly invoice to the Health Plan of San Mateo. The Health Plan of San Mateo shall make full payment within 30 days after receipt of said invoice.

(d) In addition, the Health Plan shall be responsible for payment of the Interim Executive Director's expenses reasonably incurred in connection with her job duties, consistent with Health Plan of San Mateo's reimbursement guidelines.

3. Term of Agreement.

(a) The term of this Agreement shall be from the date it is executed by both parties through June 30, 2006.

(b) Either party may terminate this Agreement for any reason by giving written notice to the other party at least sixty (60) days in advance of the effective date of such termination, except as specifically provided in subd. 3(c) of this agreement, in which case the agreement shall be terminated immediately.

(c) The agreement will terminate immediately if Ms. Altman: (i) leaves county employment during the term of this agreement, or (ii) terminates her service as Interim Executive Director, or (iii) is for any reason unable to competently perform the services of Interim Executive Director of the Health Plan of San Mateo.

4. Alterations of Agreement.

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

5. Compliance with All Laws.

All services to be performed pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H." Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

6. Relationship of Parties.

Both Parties agree and understand that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the Health Plan of San Mateo, and that the County employee designated to serve as the Interim Executive Director of the Health Plan of San Mateo acquires none of the rights, privileges, powers, or advantages of HPSM employees.

7. Exhibits.

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A— Job Description, Executive Director

Attachment H— Business Associate Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors

ATTEST:

By: _____
Clerk of Said Board

HEALTH PLAN OF SAN MATEO

By:  _____
Chair

the senior member of the management team, the incumbent directs and participates in the strategic planning process. Goals are established on an annual basis with regular and ongoing review and feedback.

This position reports to the San Mateo Health Commission. Reporting to this position are the Director of Operations and Systems, Medical Director, Director of Planning and Evaluation Services, and the Director of Finance and Administration.

Major challenges of this position include developing and successfully implementing a strategic direction for the Plan; maintaining positive relations with providers, members, legislators, and community representatives who hold diverse viewpoints; and attracting, retaining, developing, and motivating the talent necessary to effectively manage the Plan.

This position interacts with the entire HPSM management team, primarily interacting with the Senior Management team. External contacts include HPSM Commission members and advisory groups, legislators and their representatives, and provides; staff of federal, state, and county agencies including the California Medical Assistance Commission (CMAC), Department of Health Services (DHS), Managed Risk Medical Insurance Board (MRMIB), Department of Managed Care (DMHC), Centers for Medicare and Medicaid (CMS), and San Mateo County Health Services Agency. This position also interacts with staff from other County Organized Health Systems, other health plans and professional organizations.

Requirements: M.A. in health administration, business administration or related field and a minimum of five years related experience in the administration of managed health care required. Working experience with Medicaid and Medicare health care programs are highly desirable. Demonstrated leadership and experience in strategic planning, negotiations, and public relations required. Strong verbal and written communication also required.

Principal Accountabilities

% of time	Essential:
35%	1. Manage the internal administrative and budgetary operations of the Plan.
25%	2. Develop and maintain positive external relations with legislators and their representatives, community groups, County, State, and Federal officials, and regulatory agencies, businesses, and special interest groups, providers, and members.
15%	4. Maintain productive working relationship with the Commission. Inform the Commission of governmental legislation and regulations and requirements of official agencies that affect the planning and operations of HPSM.
10%	6. Conduct and oversee all required reporting to regulatory agencies and all negotiations with the California Medical Assistance Commission.

10%

3. Formulate and implement short and long term strategic plan for the organization.

5%

7. Select, train, develop and motivate all Plan talent to maintain staff with breadth and depth sufficient to attain and surpass established Plan objectives.

Common to All:

8. Comply with all HPSM safety requirements.
9. Adhere to all HPSM employee policies and procedures, and meet required performance standards.
10. Ensure appropriate confidentiality of data and findings.

Attachment H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 164.304 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set.* "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. *Electronic Protected Health Information.* "Electronic Protected Health Information" ("E PHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. *Individual.* "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by County from or on behalf of Health Plan of San Mateo .
- f. *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- g. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. *Security Incident.* "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. *Security Rule.* "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations and Activities of County

- a. County agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

- b. County agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. County agrees to mitigate, to the extent practicable, any harmful effect that is known to County of a use or disclosure of Protected Health Information by County in violation of the requirements of this Agreement.
- d. County agrees to report to Health Plan of San Mateo any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. County agrees to ensure that any agent, including a subCounty, to whom it provides Protected Health Information received from, or created or received by County on behalf of Health Plan of San Mateo , agrees to the same restrictions and conditions that apply through this Agreement to County with respect to such information.
- f. If County has protected health information in a designated record set, County agrees to provide access, at the request of Health Plan of San Mateo , and in the time and manner designated by Health Plan of San Mateo , to Protected Health Information in a Designated Record Set, to Health Plan of San Mateo or, as directed by Health Plan of San Mateo , to an Individual in order to meet the requirements under Section 164.524.
- g. If County has protected health information in a designated record set, County agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Health Plan of San Mateo directs or agrees to make pursuant to Section 164.526 at the request of Health Plan of San Mateo or an Individual, and in the time and manner designed by Health Plan of San Mateo .
- h. County agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by County on behalf of, Health Plan of San Mateo available to the Health Plan of San Mateo , or at the request of the Health Plan of San Mateo to the Secretary, in a time and manner designated by the Health Plan of San Mateo or the Secretary, for purposes of the Secretary determining Health Plan of San Mateo 's compliance with the Privacy Rule.
- i. County agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Health Plan of San Mateo to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

- j. County agrees to provide to Health Plan of San Mateo or an Individual in the time and manner designated by Health Plan of San Mateo, information collected in accordance with Section (i) of this Schedule, to permit Health Plan of San Mateo to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- k. County shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that County creates, receives, maintains, or transmits on behalf of Health Plan of San Mateo.
- l. County shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. County shall ensure that any agent to whom it provides EPHI, including a subCounty, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. County shall report to Health Plan of San Mateo any Security Incident within 5 business days of becoming aware of such incident.
- o. County shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at Health Plan of San Mateo's request, to the Health Plan of San Mateo for purposes of the Secretary determining Health Plan of San Mateo's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by County

Except as otherwise limited in this Schedule, County may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Health Plan of San Mateo as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by Health Plan of San Mateo.

Obligations of Health Plan of San Mateo

- a. Health Plan of San Mateo shall provide County with the notice of privacy practices that Health Plan of San Mateo produces in accordance with Section 164.520, as well as any changes to such notice.
- b. Health Plan of San Mateo shall provide County with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect County's permitted or required uses and disclosures.
- c. Health Plan of San Mateo shall notify County of any restriction to the use or disclosure of Protected Health Information that Health Plan of San Mateo has agreed to in accordance with Section 164.522.

Permissible Requests by Health Plan of San Mateo

Health Plan of San Mateo shall not request County to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Health Plan of San Mateo, unless the County will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of County.

Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, County shall return or destroy all Protected Health Information received from Health Plan of San Mateo, or created or received by County on behalf of Health Plan of San Mateo. This provision shall apply to Protected Health Information that is in the possession of subCountys or agents of County. County shall retain no copies of the Protected Health Information.
- b. In the event that County determines that returning or destroying Protected Health Information is infeasible, County shall provide to Health Plan of San Mateo notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, County shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as County maintains such Protected Health Information.

Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for Health Plan of San Mateo to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of County under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits Health Plan of San Mateo to comply with the Privacy Rule.
- e. *Reservation of Right to Monitor Activities.* Health Plan of San Mateo reserves the right to monitor the security policies and procedures of County