

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 5 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
05MHF074	A.2
REGISTRATION NUMBER	
4280100598468.2	

1. This Agreement is entered into between the State Agency and Contractor named below:
 

STATE AGENCY'S NAME	Managed Risk Medical Insurance Board
CONTRACTOR'S NAME	County of San Mateo
2. The term of this Agreement is July 1, 2005 through June 30, 2008
3. The estimated amount of this Agreement after this amendment is: \$1,378,639 (\$481,260 added)
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
  - I. This Agreement is hereby amended for the purposes of extending the term of July 1, 2005, through June 30, 2007, to July 1, 2005, through June 30, 2008, of revising the Confidential Attachment, Rates of Payment, for June 29, 2007, through June 30, 2008, of adding \$481,260 to the amount of the agreement, and of making technical or other administrative changes to Exhibits B and D.
  - II. This Agreement is amended through the revision and incorporation of the following attachment as if fully set forth herein:
 

Attachment I - Confidential Rates of Payment, for June 29, 2007, through June 30, 2008.

(Continued)

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>	<b>CALIFORNIA</b> Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)	
County of San Mateo	
BY (Authorized Signature)	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING	
Adrienne Tissier, President	
ADDRESS	
225 37th Avenue San Mateo, CA 94403	
<b>STATE OF CALIFORNIA</b>	
AGENCY NAME	
Managed Risk Medical Insurance Board	
BY (Authorized Signature)	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING	
Teresa Krum, Deputy Director, Administration	
ADDRESS	
1000 G Street, Suite 450, Sacramento, CA 95814	
<input type="checkbox"/> Exempt per: Insurance Code sec. 12699.54	

III. Exhibit B, Section II, Item C, Availability of Federal Funds, is amended to read:

Availability of, and Restrictions on, Federal Funds

1. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties, based on then-existing regulations and federal executive agencies' interpretation and application of relevant regulations and statutes but before ascertaining the availability of Congressional appropriation of funds, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purposes of this program for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions made applicable at any time by:
  - a. enactments of Congress
  - b. regulations promulgated or amended by federal executive agencies, or
  - c. the interpretation or application by federal executive agencies of relevant regulations and statutesthat may affect the provisions, terms or funding of this Agreement in any manner.
3. The parties mutually agree that, if Congress does not appropriate sufficient funds for the Program or, as described in Items Exhibit B, II.C.2.a, b and c, restrictions, limitations or conditions affect the provisions, terms or funding of this Agreement, this Agreement shall be amended to reflect any reduction in funds and any restrictions, limitations or conditions that affect the Agreement's provisions, terms or funding.
4. The State has the option to invalidate this Agreement under the 30-day termination clause in Exhibit D, Item I.B, or to amend the Agreement to reflect any reduction in funds.

IV. Exhibit D, Section II, Item N, Disclosure of Contractor Records and Rates of Payment, is amended to read:

1. As authorized by section 6254 of the Government Code, the State and the Contractor shall protect from public disclosure all program records related

to the deliberative process, discussions, communications or negotiations over the development of this Agreement.

2. This Agreement and its terms shall remain confidential to the full extent permitted by applicable law, including, but not limited to, Government Code section 6254. For the purposes of this Agreement, disclosure shall be as follows:
  - a. This Agreement and any subsequent amendments, with the exception of Attachment I, Confidential Rates of Payment, shall not be open to public inspection and shall be kept confidential until one year after this Agreement or amendment, as applicable, has been fully executed. The term "fully executed" shall mean the effective starting date of this Agreement or amendment, as applicable.
  - b. The rates of payment for this Agreement as contained in Attachment I, Confidential Rates of Payment, and all documents and reports held by the State which refer to rates of payment, shall not be open to public inspection and shall be kept confidential until three years after this Agreement has been open to public inspection pursuant to Item N.2.a, above.
  - c. Any rates of payment for this Agreement added through a contract amendment and as contained in Attachment I, Confidential Rates of Payment, and all documents and reports held by the State which refer to rates of payment, shall not be open to public inspection and shall be kept confidential until three years after the contract amendment has been open to public inspection pursuant to Item N.2.a.
  - d. The entire Agreement, or amendments to this Agreement, or other records pertaining to the rate of payment, shall be open to inspection by the Joint Legislative Audit Committee and its authorized auditors.
  - e. The records pertaining to the rate of payment, shall be open to federal auditing authorized by the Department of Health and Human Services or the United States Comptroller General and their authorized representatives.
  - f. As needed, the State shall also allow its own authorized auditors and contractors, including actuarial consultants, whether public or private, to have access to the Agreement, its amendments, the payment rates, and records containing payment rates. The State

shall bind its auditors and contractors to the confidentiality requirements contained in this Agreement.

- V. The effective date of this amendment is June 29, 2007.
- VI. All other terms and conditions shall remain the same.

**ATTACHMENT I  
CONFIDENTIAL RATES OF PAYMENT**

This attachment is confidential, and is not open until, at the earliest July 1, 2011. See Exhibit D, Item II.N. of this Agreement for the standards governing confidentiality.

### HEALTHY FAMILIES PROGRAM RATES

**County of San Mateo** **Region 3**  
**Composite Rates for Health, Dental & Vision**

<b>Current Year Rate:</b>	<b>Infant Rate</b>	<b>Child Rate</b>
2006/07	165.63	75.64
2007/08	165.63	75.67

**Prior Years Rates for Retroactive Claims**

	<b>Infant Rate</b>	<b>Child Rate</b>
2002/03	226.87	96.90
2003/04	212.11	92.00
2004/05	212.11	92.00
2005/06	165.35	75.39

San Mateo rates for 1-18 years were adjusted to deduct costs for  
State Supported Services