

THIRD AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SAN MATEO AND  
THE SAN MATEO COMMUNITY HEALTH AUTHORITY  
TO ADMINISTER THE HEALTHY KIDS PROGRAM

This Amendment is entered into this \_\_\_\_ day of February, 2008.

WITNESSETH:

WHEREAS, on February 12, 2005, the parties entered into an Agreement for the Health Plan to provide health insurance to Healthy Kids members for the period of February 12, 2005 through February 11, 2008 (hereafter "the Agreement") pursuant to the San Mateo County Board of Supervisor's Resolution No. 067335; and

WHEREAS, contract rates are renewed on an annual basis and the capitation rate beginning February 12, 2008, is to be decreased to \$74.47 and the contract payment process is modified to better reflect the true premium and operational costs of the program; and

WHEREAS, the term of the Agreement is to be extended through December 31, 2009; and

WHEREAS, the payment for the Healthy Kids Retention Specialist is being amended to include the new contract period; and

WHEREAS, the payment of \$24,000 for a One-e-App program consultant is to be added; and

WHEREAS, the parties now wish to amend the Agreement.

NOW, THEREFORE, the parties agree that their Agreement for administration of the Healthy Kids Program is amended as follows:

1. Section II- paragraph 2.5 is amended to read:

"In consideration of the PLAN's administration of the program and payment for health care services for Members, the funding parties authorize the PLAN to retain one hundred percent (100%) of any positive remainder for PLAN's fiscal year after expenses from (1) the Cost of Health Services, (2) special projects related to retention, and (3) projects related to increasing health care utilization are subtracted from the total Premiums accrued by PLAN."

2. Attachment B- Premium Schedule is amended to add the following:

"Premium Schedule for February 12, 2007 through December 31, 2009 is \$74.47 per Member per Month".

3. Attachment C- paragraph C.2, last two sentences amended to read:

"PLAN will be paid an amount equal to the person's weekly salary and benefits amount for work performed per this Attachment, up to a maximum of \$136,765 for the two year period of January 1, 2008 through December 31, 2009".

4. The following shall be added as Attachment D for "One-E-App Consultant Services":

#### **"ATTACHMENT D**

##### **Health Plan of San Mateo One-e-App Consultant Services**

###### **D.1 Services**

The Health Plan of San Mateo (PLAN) will hire a consultant for the period January 1, 2008 through June 30, 2008 to provide services to support One-e-App related activities. These services will include the following:

###### **1. Access and Care for Everyone (ACE)**

- a. Work with key County stakeholders to finalize ACE policies
- b. Document ACE policies and procedures
- c. Incorporate updated policies into One-e-App
- d. Complete ACE handbook to incorporate ACE policies and procedures
- e. Create a business flow document and training manual for ACE permanent processes
- f. Establish ACE user types, application responsibilities and mapping between users to insure appropriate application workflow
- g. Establish One-e-App business process workflow for initial and renewal ACE applications

###### **2. Adult Medi-Cal CalWIN Interface**

- a. Complete User Acceptance Testing (UAT) of CalWIN Interface
- b. Work with One-e-App to fix bugs found in UAT
- c. Complete Office Assistant and Benefits Analyst User Manual

###### **3. Training and Testing**

- a. Organize and conduct ACE User Acceptance Testing sessions for end-user
- b. Develop One-e-App ACE training curriculum and user manual for the following user types: Clearance Clerk, Benefit Analyst, HPSM worker
- c. Train Human Services Agency Staff ( e.g. Benefits Analysts, Office Assistant, etc.) on ACE eligibility requirements and One-e-App workflow

###### **4. Documentation and Transition Services**

- a. Transition duties to staff (new hires and/or existing staff)
- b. Provide appropriate documentation as part of transitioning duties to new and /or existing staff.

###### **5. Travel**

- a. As necessary, consultant shall be present at key meeting(s) in San Mateo County.
- b. Plan will make every attempt to give Contractor a two-week notice in advance of meetings requiring Contractor's presence.
- c. Contractor will be available via telephone conference call as required.

###### **D.2 Payment Schedule**

The PLAN will invoice the San Mateo County Children's Health Initiative on a monthly basis, up to a maximum of \$24,000 for the period January 1, 2008 through June 30, 2008."

5. This Amendment shall be effective on January 1, 2008.
6. All other terms, conditions, and provisions of said Amendment shall remain in full force and effect so that all rights, duties, obligations, and liabilities of the parties hereto remain unchanged.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES, that the Agreement of February 12, 2005 be amended accordingly, and that these Amendments are hereby incorporated and made a part of the original Agreement and any Amendments thereto, and subject to all provisions therein.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date and year written below.

County of San Mateo

San Mateo Community  
Health Authority

By: \_\_\_\_\_  
Adrienne Tissier, President  
Board of Supervisors, San Mateo County

By: Maya Altman  
Maya Altman, Executive Director  
Health Plan of San Mateo

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

Date: 2/13/08



**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" ("EPHI") 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 Contractor from or on behalf of County.
- 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 Contractor

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



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

#### Permitted Uses and Disclosures by Contractor

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

#### Obligations of County

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

### Permissible Requests by County

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

### Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County 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, Contractor 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 Contractor 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 County 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 Contractor 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 County to comply with the Privacy Rule.
- e. *Reservation of Right to Monitor Activities.* County reserves the right to monitor the security policies and procedures of Contractor



**County of San Mateo  
Contractor's Declaration Form**

**I. CONTRACTOR INFORMATION**

Contractor Name:	San Mateo Community Health Authority	Phone:	650-616-2145
Contact Person:	Maya Altman	Fax:	650-616-8038
Address:	701 Gateway Blvd. Suite 400 South San Francisco, CA 94080		

**II. EQUAL BENEFITS** (check one or more boxes)

*Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.*

- ☒ Contractor complies with the County's Equal Benefits Ordinance by:
- ☒ offering equal benefits to employees with spouses and employees with domestic partners.
  - ☐ offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ Contractor does not comply with the County's Equal Benefits Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
  - ☐ Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to offer equal benefits when said agreement expires.

**III. NON-DISCRIMINATION** (check appropriate box)

Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.

- ☒ No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

**IV. EMPLOYEE JURY SERVICE** (check one or more boxes)

*Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.*

- ☒ Contractor complies with the County's Employee Jury Service Ordinance.
- ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ the contract is for \$100,000 or less.
  - ☐ Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to comply when the collective bargaining agreement expires.

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.

  
\_\_\_\_\_  
Signature

2/13/08  
\_\_\_\_\_  
Date

Maya Altman  
\_\_\_\_\_  
Name

Executive Director  
\_\_\_\_\_  
Title



**CONTRACT INSURANCE APPROVAL**

DATE: February 6, 2008

TO: Faiza Steele FAX: 363-4864 PONY: HRD 163

FROM: Aimee Wong PHONE: x2033 FAX: 573-2116 PONY: HLT-312

**The following is to be completed by the department before submission to Risk Management:**

CONTRACTOR NAME: San Mateo Community Health Authority

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? Yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: 144

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: The Contractor administers the Healthy Kids insurance product at a rate of \$74.47 Per Member Per Month. Its duties include providing the medical, dental and vision benefits to Healthy Kids beneficiaries, conducting retention and health navigation activities and staffing a consultant for the Onc-e-App web-based application processing system.

**The following will be completed by Risk Management:**

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1 mil.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1 mil.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Claudia Jara for Faiza Steele 2/1/08  
Faiza Steele Date  
Risk Management Analyst

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/31/2007

PRODUCER (925) 472-6567 FAX: (925) 472-6568  
Beecher Carlson - Walnut Creek  
1225 Treat Blvd.  
3rd Floor  
Walnut Creek CA 94597

INSURED  
Health Plan of San Mateo  
701 Gateway Boulevard, #400  
South San Francisco CA 94080

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Fidelity and Deposit Co	39306
INSURER B: United States Fire Ins co	
INSURER C: Lexington Insurance	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.													
INSR ADD'L LTR		INSRD		TYPE OF INSURANCE		POLICY NUMBER		POLICY EFFECTIVE DATE (MM/DD/YY)		POLICY EXPIRATION DATE (MM/DD/YY)		LIMITS	
A				GENERAL LIABILITY		FSA1000714	12/31/2007	12/31/2008	EACH OCCURRENCE		\$ 1,000,000		
				<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)		\$ 50,000		
				<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)		\$ 10,000		
									PERSONAL & ADV INJURY		\$ 1,000,000		
									GENERAL AGGREGATE		\$ 2,000,000		
									PRODUCTS - COMP/OP AGG		\$ 2,000,000		
				GEN'L AGGREGATE LIMIT APPLIES PER:									
<input checked="" type="checkbox"/> POLICY		<input type="checkbox"/> PROJECT		<input type="checkbox"/> LOC									
A				AUTOMOBILE LIABILITY		FSA1000714	12/31/2007	12/31/2008	COMBINED SINGLE LIMIT (Ea accident)		\$ 1,000,000		
				<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)		\$		
				<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident)		\$		
				<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)		\$		
				<input checked="" type="checkbox"/> HIRED AUTOS									
				<input checked="" type="checkbox"/> NON-OWNED AUTOS									
				GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT		\$		
				<input type="checkbox"/> ANY AUTO					OTHER THAN EA ACC		\$		
									AUTO ONLY: AGG		\$		
				EXCESS/UMBRELLA LIABILITY					EACH OCCURRENCE		\$		
				<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					AGGREGATE		\$		
											\$		
											\$		
				<input type="checkbox"/> DEDUCTIBLE							\$		
				<input type="checkbox"/> RETENTION \$							\$		
B				WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		408693942	8/23/2007	8/23/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER				
				ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?					E.L. EACH ACCIDENT		\$ 1,000,000		
				If yes, describe under SPECIAL PROVISIONS below					E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000		
									E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
C				OTHER Professional Liability		1078145	4/17/2007	4/17/2008	Each Claim		\$1,000,000		
				Liability					Aggregate		\$1,000,000		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
10 Day Notice of Cancellation for Non-Payment of Premium. Subject to Policy Limits, Terms Conditions and Exclusions.  
Evidence of Insurance Only.

## CERTIFICATE HOLDER

San Mateo Health Services  
222 West 39th Ave.  
San Mateo, CA 94403

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
Robert Hessel/STEVAR

*Robert Hessel*