

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

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AGREEMENT NUMBER	AMENDMENT NUMBER
05MHF074	A3
REGISTRATION NUMBER	
4280100598468.3	

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, 2009
3. The maximum amount of this Agreement after this amendment is: \$1,733,225 (\$354,586 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 amended for the purposes of extending the term of July 1, 2005, through June 30, 2008, to July 1, 2008, through June 30, 2009, of adding \$354,586 to the amount of the Agreement, and of making technical or other administrative changes to Exhibits A and B.

**(Continued)**

All other terms and conditions shall remain the same.

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

II. Exhibit A, Section II, Item A, Term of Agreement, is amended to read:

The term of this Agreement shall be from July 1, 2005, through June 30, 2009. The State may exercise the option to negotiate an Agreement for two subsequent one-year terms. The State shall exercise this option no later than sixty (60) days prior to the expiration date of this Agreement. Such extension shall be by an amendment to this Agreement. Reimbursement rates applicable to each subsequent one-year term shall be negotiated by the parties and included in the amendment. Renewal of the Agreement is contingent upon successful performance by the Contractor, as determined by the State at its sole discretion.

III. Exhibit B, Section I, Item D, Financial and Enrollment Reports, is amended to read:

1. Monthly Financial Reports

- a. The Contractor shall also submit to the State a monthly financial report for each month within the federal fiscal quarter by the fifteenth (15th) day after the end of the federal fiscal quarter with supporting documentation and a certificate attesting the validity of costs and services provided in an electronic and paper format specified by the State.
- b. The monthly financial report shall justify and request payment for services provided to program subscribers pursuant to Section I, Items B.1, 2, 3, 4 and 6 of this Exhibit.
- c. The monthly financial report shall indicate the total county contribution to be transferred by the Contractor to the Children's Health Initiative Matching (CHIM) fund. The county reimbursement amount on the monthly financial report will also include the applicable State administrative costs, as determined in Section I, Item B.4.d of this Exhibit, for State administration services provided under this Agreement. Because the period of availability of federal funds is limited to two (2) years, the Contractor shall submit the monthly financial reports no later than ninety (90) days prior to the end of the time limit contained in 45 C.F.R. 95.7 to ensure availability of the federal funds for reimbursement.
- d. The monthly financial report shall provide adequate documentation for State approval of Title XXI reimbursement for allowable county administrative costs, which will not be in excess of the established ten percent (10%) of net benefits costs for contractor administrative costs.

2. Monthly Enrollment Report

The Contractor shall submit to the State monthly enrollment reports along with the monthly financial report described in Exhibit B, Section I, Item D.1 by the fifteenth (15th) day after the end of the federal fiscal quarter in a standardized electronic and paper format specified by the State. The monthly enrollment reports shall be submitted with the corresponding HIPAA compliant enrollment files as specified in Exhibit A, Section IV, Item J.3. The State shall use the monthly enrollment reports to verify the Contractor's calculations of the applicable monthly Title XXI contribution to be transferred to the CHIM fund. Because the period of availability of federal funds is limited to two (2) years, the Contractor shall submit the monthly enrollment reports no later than ninety (90) days prior to the end of the time limit contained in 45 C.F.R. 95.7 to ensure availability of the federal funds for reimbursement.

3. Retroactive Benefits Payment Report

No later than sixty (60) calendar days after submission of the first monthly financial report, the Contractor shall submit to the State a retroactive benefits payment report covering the periods set forth in Section I, Item B.5 of this Exhibit, along with the supporting enrollment reports in a standardized electronic and paper format specified by the State. The supporting enrollment reports shall be submitted with the corresponding HIPAA compliant enrollment files as specified in Exhibit A, Section IV, Item J.3. The State shall use the enrollment reports to verify eligibility for retroactive payments, as well as the Contractor's calculations of the applicable Title XXI contribution to be transferred to the CHIM fund. The Contractor retroactive benefits payment report submissions shall be in accordance with submission requirements specified in Exhibit B, Section I, Item D.2.

4. Quarterly Budget Report

The Contractor shall submit to the State a quarterly budget report sixty (60) days prior to the start of each federal quarter in a standardized electronic and paper format specified by the State. The quarterly budget report shall include monthly estimates of enrollment and corresponding expenditures in a two-year State fiscal period. A State fiscal period is defined as the twelve-month period beginning July 1 through June 30. This report is a federal requirement, therefore, the State's ability to pay the Contractor is contingent on the timely submission of the quarterly budget report.

5. Quarterly Statistical Enrollment Report

The Contractor shall submit to the State a quarterly statistical enrollment report by the tenth (10th) day after the end of the quarter in an electronic and paper format as specified by the State. The quarterly statistical enrollment report shall include actual enrollment for each federal quarter, including statistics on new enrollment, disenrollment and ever-enrolled subscribers. This report is a federal requirement; therefore, the State's ability to pay the Contractor is contingent on the timely submission of the quarterly statistical enrollment report.

6. Any financial, enrollment, retroactive payment, budget or statistical enrollment report received not completed in accordance with Section I, Items D.1 through 5 of this Exhibit shall be considered unacceptable and returned to the Contractor unprocessed with an explanation of any problems with the financial report. The Contractor may resubmit an acceptable report. The State reserves the right to make minor corrections to the report and process the reports for payment or reporting with the corrections.
7. Any financial, enrollment, and retroactive benefit payment report submitted as described under Section 1, Items D.1 through 3 of this Exhibit after review and approval by the State shall be considered valid and acceptable for processing of payment for benefit and administrative services provided to program subscribers.
8. The State will notify the Contractor when it has approved the monthly financial report and monthly enrollment report or the retroactive benefits payment report and request submission of the applicable county contribution to be submitted by the Contractor electronically to the State Treasurer's Office. Upon receipt of the county contribution, the State will process the payment of the Title XXI federal reimbursement in accordance with State and federal payment procedures.

IV. Exhibit B, Section II, Item D, Prior to Fiscal Year/Crossing Fiscal Years, is amended to read:

It is mutually agreed between the parties that this Agreement may have been signed and executed prior to the start of the 2005-06 State fiscal year before ascertaining the availability of federal funds allocated through the State budget for the 2005-06 State fiscal year. This Agreement has also been written with a term that crosses State fiscal years, and therefore before ascertaining the availability of legislative appropriation of federal funds for the 2007-08 and 2008-

09 State fiscal years. This Agreement is valid and enforceable only if sufficient federal funds are made available through the 2007-08 and 2008-09 State budgets for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted in statute by the State Legislature which may affect the provision, term or funding of this Agreement in any manner. It is mutually agreed that if the State Legislature does not appropriate sufficient funds for this program, the Agreement shall be amended to reflect any reduction in funds.

- V. The effective date of this amendment is July 1, 2008.