

**FIRST AMENDMENT AGREEMENT BETWEEN THE COUNTY OF SAN MATEO  
AND  
The Urban Institute**

THIS FIRST AMENDMENT, entered into this 4th day of August, 2009, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and The Urban Institute, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, on July 8, 2008, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for evaluation consulting services for the term of July 8, 2008 to December 31, 2010 in an amount not to exceed \$342,000 and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and modify the Original Agreement to extend the term, increase the agreement amount and revise the Scope of Services to include a focus on cost-effectiveness;

**NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended and modified as follows:**

1. **Section 3, Payments**, of the Original Agreement is hereby amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed FIVE HUNDRED FORTY TWO THOUSAND DOLLARS, (\$542,000).

2. **Section 4, Term and Termination**, of the Original Agreement is hereby amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 8, 2008 through December 31, 2011.

This Agreement may be terminated by Contractor, County Manger, or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

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

County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. 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.

3. **Original Exhibit A, Scope of Services**, is replaced with Revised Exhibit A (rev. August 4, 2009)
4. **Exhibit B, Section I. Payment Schedule, Subsection A**, of the Original Agreement is amended to read as follows:  
Contractor shall be paid a total of \$542,000 for the term of the agreement.
5. **Section 17, Compliance with Blue Shield of California Foundation Subgrantee Requirements**, is added to the Agreement to read as follows:  
Contractor agrees to comply with all relevant requirements of the County's Grant Agreement with the Blue Shield of California Foundation, included in this Agreement as Attachment J.
6. **All other terms and conditions of the agreement dated July 8, 2008, including any subsequent amendments to this agreement between the County and Contractor, shall remain in full force and effect.**

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

COUNTY OF SAN MATEO

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

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

The Urban Institute

\_\_\_\_\_  
Contractor's Signature  
Date: \_\_\_\_\_

Revised Exhibit “A” (rev. August 4, 2009)

In consideration of the payments set forth in Exhibit “B”, Contractor shall provide the following services:

I. The Contractor will address nine major research questions:

- What is being done under the Blue Ribbon Task Force pilot (funded through the State Coverage Initiative) to improve access to healthcare and redesign care for clients with chronic illness? What changes have been made to the enrollment and service delivery system for low income adults?
- Who is served by the Blue Ribbon Task Force pilot (both the ACE program and the redesigned ambulatory services)? How has the composition of enrollees changed over time?
- What services do clients receive? What are the trends over time?
- What is the quality of care in clinics that are redesigning their approach to better meet the needs of clients with chronic disease?
- Are clients satisfied with the Blue Ribbon Task Force pilot and the services provided?
- Are providers and other key stakeholders satisfied with the Blue Ribbon Task Force pilot?
- What is the impact of the Blue Ribbon Task Force pilot on access to care and use of medical services?
- Does the Blue Ribbon Task Force pilot have an impact on the health status of clients?
- What is the impact of the redesigned clinic and coverage products on the cost effectiveness of care and the settings in which medical services are used?

II. The Contractor will rely on the following data sources to answer the questions:

Primary Data Collection

- Annual Case Study: Contractor will conduct between 15 and 25 interviews per site visit with key stakeholders involved in the Blue Ribbon Task Force pilot, representing leadership at the health system, policy and clinic levels. Contractor will work with the County to identify and prioritize individuals to be included in the interviews. Contractor will complete two 4-day site visits as part of this data collection activity.
- Patient Focus Groups: Contractor will conduct approximately seven focus groups of clients across San Mateo County, with a targeted total participation of 60-70, to enable a deeper understanding of impact on access to care and the quality of clients’ healthcare experiences.

Secondary Data Collection

- Automated Clinic Data Analysis: Contractor will work with the County to select existing automated data collected in the study clinics (to include a pre/post impact evaluation of the redesigned Innovative Care Clinic and a descriptive evaluation of all Medical Center adult primary care clinics and the Ravenswood Family Health Center) that Contractor will receive and analyze.

- **Manual Data Collection in Clinics:** Contractor will work with the County to select data to be collected manually in the study clinics (to include a pre/post impact evaluation of the redesigned Innovative Care Clinic and a descriptive evaluation of all Medical Center adult primary care clinics and the Ravenswood Family Health Center) that will be collected by the County
- **Health Plan of San Mateo Data Analysis:** Contractor will work with the County to define periodic reports, produced by the Health Plan of San Mateo, summarizing administrative data that HPSM will have as the Third Party Administrator for ACE and other programs. Contractor will work with the County to determine the frequency that this data will be provided, with a maximum of two times per year over the evaluation study period.
- **One-e-App Data Collection and Analysis:** Contractor will work with the County to define data from the One-A-App system that will be extracted at regular intervals and provided to the Contractor for analysis. Contractor will work with the County to determine the frequency that this data will be provided, with a maximum of two times per year over the evaluation study period.
- **Hospital Utilization Data (not SMMC):** We will investigate using ER and hospitalization data provided by local (not SMMC) hospitals where Innovative Care Clinic patients might seek care. If hospital data is not available, we will consider seeking permission to use identifiable OSHPD data.

III. Contractor will investigate these questions through six major components:

## **1. Task 1: Case Study**

It will be critical to understand what is actually being done under the Blue Ribbon Task Force Pilot, what changes have been made to the service delivery systems serving low-income adults with chronic health problems, and how key individuals perceive it to be affecting low income adults who are served and their providers. The case study will also explore the services available to low-income uninsured adults and whether that is changing over time.

In years one and two of the evaluation, the Contractor will conduct a comprehensive case study, using semi-structured protocols, in which the Contractor will:

- Interview all the key stakeholders in the Blue Ribbon Task Force pilot (list to be developed with the Special Assistant to the County Manager for the Health System Redesign Initiative)
- Interview staff in the study clinics
- Observe operations in the study clinics.

The Year One site visit should occur as soon as possible after the contract is signed. That visit will also provide an opportunity to learn about data systems and plan the data collection outlined below. At the end of each round of case study data collection, the Contractor will produce a comprehensive case study report.

## **2. Task 2: Individual-Level Clinic Data Analysis**

The purpose of this task is to use existing individual-level clinic data from the Main Campus/Innovative Care clinic, in order to develop a profile of low income adults served, their health conditions, and their treatments, and to track changes in these indicators over time. The Contractor will obtain automated data from the clinic data systems at the study clinic. The Contractor will tailor analysis to the different data available at the clinic, while striving to achieve as much uniformity as possible across clinics and over time. Each year a tracking report will be produced from the findings.

## **3. Task 3: Aggregate-Level Data Collection in or about Clinics**

The purpose of this activity is to use some of the manually-collected data being collected in clinics, and augment or refine the data for the evaluation. The Contractor will work with the County to determine who is collecting the data most relevant to informing the evaluation, in order to systematize the data collected (for example assuring that the same questions are being asked according to the same periodicity, and recorded in a uniform manner) and make sure data are being collected for the individuals of interest to the evaluation (low income adults who are either ACE/WELL enrollees or clients of the study clinics). Once these data collection procedures are defined and mutually agreed upon, the Contractor will periodically obtain the data in, for example, a spreadsheet form and analyze it for the annual tracking report that also uses the automated clinic data.

#### **4. Task 4: Health Plan Data Analysis**

The Health Plan of San Mateo is being contracted to administer the care for enrollees in the ACE program and may administer care for other programs of interest. For these enrollees, the HPSM will have complete enrollment and claims/encounter records for all enrollees. The Contractor will work with the County to define key HPSM data of interest and to design periodic reports. The Contractor will obtain and analyze this data for the annual tracking report.

#### **5. Task 5: One-e-App Data Collection and Analysis**

To obtain impact data (and answer questions such as: “Has the initiative improved access to care? Has the initiative increased appropriate service use?”), the Contractor will build on One-e-App data collection by adding some questions to be asked by CAAs at the time of enrollment or renewal. This form of data collection will only address evaluation questions for the WELL and ACE groups, not for the clinic population not enrolled in WELL or ACE, since they are not enrolled through the One-e-App. The Contractor will work with the Special Assistant to the County Manager and other key individuals responsible for collecting One-e-App data to define the number and content of questions. The Contractor will train CAAs in data collection. The Contractor will produce an impact evaluation report at the end of the evaluation that summarizes all impact findings. Interim results will be provided at least once in memo form.

#### **6. Task 6: Dissemination**

Each year, the Contractor will produce an executive summary of all key findings from the year, to disseminate to evaluation stakeholders in San Mateo County. To reach a wider audience, the Contractor will post the reports described above (annual case study reports; annual monitoring reports; and the impact report) on the Urban Institute web site. The Contractor will also consider creating a shorter brief from each report, and will make conference presentations as appropriate. The Contractor will also prepare a policy brief regarding the evaluation’s conclusions about the cost-effectiveness of the redesigned Innovative Care Clinic and coverage products for previously uninsured patients.

#### **IV. Products**

The Contractor will provide the following:

- Annual case study report (2 total)
- Annual tracking report (clinic and HPSM data) (3 total)
- Impact evaluation report (1 report)
- Annual “Executive Summary” report summarizing all findings (3 total)
- Policy brief on cost-effectiveness

The Contractor will also provide a brief update by March 1, 2009, to inform a formal update to the Blue Ribbon Task Force on Adult Health Care Coverage Expansion and other key stakeholders.

## V. Subcontractors

Contractor and its lead evaluators, Embry Howell and Genevieve Kenney, will subcontract with the following:

- Dana Hughes, for \$62,820 to assist with the case study, clinic data analysis, and dissemination.
- Aguirre International to assist with the patient focus groups

Should the above named individuals no longer work for the listed subcontractor, then the contractor will notify the County within 30 days of this change and will find equally or more qualified alternative(s).

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

I. Payment Schedule

- A. Contractor shall be paid a total of \$542,000 for the term of the agreement.
- B. Contractor shall invoice on a monthly basis. It will submit invoices and progress reports to:

County of San Mateo  
Health Department, Director's Office  
ATTN: Srija Srinivasan  
225 37th Avenue  
San Mateo, CA 94403

To constitute a proper invoice, it must be submitted be signed and include the following information and/or attached information: (a) Contract Number; (b) Contractor's name and complete address (c) invoice date; (d) period covered by the invoice; (e) total amount of incurred costs (both for the billing period and cumulatively); (f) indirect costs; (g) fixed fee; (h) total amount invoiced (both for the billing period and cumulatively). Contingent on Contractor meeting targets outlined in the 2-year evaluation schedule.



blue shield  
of california  
foundation

50 Beale Street  
San Francisco, CA 94105  
blueshieldcafoundation.org

May 13, 2009

Jean Fraser  
Chief Executive Officer  
San Mateo County Health System  
225 37th Avenue  
San Mateo, CA 94403

Re: Agreement for Grant #2975619

Dear Ms. Fraser:

It is my pleasure to inform you that the Blue Shield of California Foundation Board of Trustees has approved a \$200,000 grant to San Mateo County Health System, to support the project, *Evaluation of Resource Use Associated with the Redesigned Innovative Care Clinic and Coverage Products to Reach Previously Uninsured Adults*.

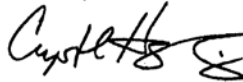
Enclosed are two copies of the terms and conditions of the grant. Please have an appropriate officer of your organization sign both copies. Return one copy to us and keep the other copy for your files.

Please note the reporting requirements in section two of the agreement. Grant reports are to be accessed, completed and submitted to the Foundation via our online application and reporting system. Utilize the following link to access your reports one month prior to your report due date: [http://www.cybergrants.com/BSCF/LOI\\_PS\\_redirect.html](http://www.cybergrants.com/BSCF/LOI_PS_redirect.html). Within our system, this grant request is registered to Srija Srinivasan ("the Grantseeker"). To login and access the reports, you will need to utilize this grantseeker's credentials:


Email Address: [ssrinivasan@co.sanmateo.ca.us](mailto:ssrinivasan@co.sanmateo.ca.us)  
Password: ssrinivasan

We look forward to a long, rewarding relationship with your organization, and we are proud to partner with you in this work that is so critical to the community.

Sincerely,



Crystal Hayling  
President and CEO  
Blue Shield of California Foundation

blue  of california

### Blue Shield of California Foundation Grant Agreement

Blue Shield of California Foundation ("the Foundation") has approved a \$200,000 grant to San Mateo County Health System ("Grantee") to support the project, **Evaluation of Resource Use Associated with the Redesigned Innovative Care Clinic and Coverage Products to Reach Previously Uninsured Adults**, for the 30 month period 06/01/09 to 12/01/11. Funds provided under this grant will be used to determine the cost-effectiveness of two new countywide strategies aimed at increasing access to health services for uninsured San Mateo County adults. The key objectives are:

1. By October 1, 2009, complete the design of research aimed at understanding the resource direction effectiveness of the Blue Ribbon Task Force pilot.
2. By April 1, 2010, conduct interim analysis of claims and clinic data to identify potential issues related to data systems, program administration, and/or service delivery to allow for midcourse corrections in these areas.
3. By April 1, 2011, conduct interim analysis of claims and clinic data to identify potential issues related to data systems, program administration, and/or service delivery to allow for midcourse corrections in these areas.
4. By October 1, 2011, complete the evaluation of the resource direction effectiveness of the Blue Ribbon Task Force pilot.
5. By January 1, 2012, complete a policy brief aimed at safety net systems and local communities to share learnings about resource use and direction from its Blue Ribbon Task Force pilot.

Grant payments will be issued according to the following schedule:

1 <sup>st</sup> payment of \$66,667	Issued upon receipt signed grant agreement
2 <sup>nd</sup> payment of \$66,667	Issued upon receipt and review of 1 <sup>st</sup> interim report
3 <sup>rd</sup> and final payment of \$66,666	Issued upon receipt and review of 2 <sup>nd</sup> interim report

This is a legally binding agreement ("Agreement"). It will be effective upon our receipt of an original of this Agreement, signed by an authorized representative of your organization. We will arrange for payment of the first installment of the grant within 30 days of our receipt of a signed original. To facilitate your receipt of the payment check, please indicate on the countersigned copy the name of the person in your organization to whom grant checks should be sent. Please keep the second copy of this agreement for your files.

Please read the terms and conditions of this Agreement very carefully, including its reporting requirements. The Foundation will not consider grant renewals for grantees who fail to meet reporting requirements.

#### TERMS AND CONDITIONS

1. **Use of Funds.** Grantee shall use the grant funds only for the purposes of the specific project described above and substantially in accordance with the approved budget included with Grantee's proposal. Grantee shall repay to the Foundation any portion of the grant funds which are not spent or committed, or which are not used for the specific project described in this Agreement. Any significant changes in the purpose for which

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grant funds are spent or in the budget or grant period must be approved in writing by the Foundation before the funds are spent.

2. **Reporting.** Reports are to be furnished to the Foundation no later than the following dates:

1 <sup>st</sup> Interim	04/01/10
2 <sup>nd</sup> Interim	02/01/11
Final	01/01/12

The purpose of these reports is to permit the Foundation to learn from its experience as a grantmaker and to meet its obligations under federal and state regulations. Failure to submit these reports may disqualify Grantee from receiving future funding from the Foundation.

3. **Evaluation and Monitoring.** The Foundation may monitor and conduct an evaluation of operations under this grant. This may include a visit from Foundation staff, Trustees, and/or Foundation advisors, to observe Grantee's program, discuss the program with Grantee's personnel, and review financial and other records and materials connected with the activities financed by this grant. In addition, Grantee shall provide to the Foundation copies of any publications or other materials produced, in full or in part, with Foundation funds.
4. **Recordkeeping.** Grantee shall keep adequate records to substantiate expenditures from grant funds. Grantee shall make its books and records pertaining to the grant funds available to the Foundation at reasonable times for review and audit, and shall comply with all reasonable requests of the Foundation for information and interviews regarding use of grant funds. Grantee shall keep copies of all books and records related to this grant and all reports to the Foundation for at least four years after Grantee has expended the last of the grant funds.
5. **Sub-grantees.** Grantee shall retain full discretion and control over the selection of any sub-grantees or sub-contractors to carry out Grantee's charitable purposes and shall act completely independently of the Foundation. The Foundation and Grantee acknowledge that there is no agreement, written or oral, by which the Foundation may cause Grantee to choose any particular sub-grantee or sub-contractor. Grantee shall require that any sub-grantee or sub-contractor be subject to the requirements of Paragraphs 1, 2, 3, 4, 7, 10, 11, 12 and 13 of this Agreement, substituting Grantee for the Foundation and the sub-grantee or sub-contractor for Grantee, as applicable. All obligations of Grantee under these Paragraphs shall remain in full force and effect.
6. **Funds Not Earmarked; Grantee Representation.** The grant funds are not earmarked to be used in any attempt to influence legislation within the meaning of Internal Revenue Code ("IRC") Section 4945(e). The Foundation and Grantee have made no agreement, oral or written, to that effect. Grantee represents and warrants, here and in its proposed budget for this grant, that the total of all grants from the Foundation for this project to be

**Blue Shield of California Foundation Grant Agreement**

paid to Grantee within a single annual accounting period of Grantee does not exceed the amount budgeted by Grantee for its accounting period for activities of the project that are not attempts to influence legislation within the meaning of IRC Section 4945(e).

7. **Prohibited Uses.** Grantee shall not use any portion of the funds granted:
  - a. To influence the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, a voter registration drive within the meaning of IRC Section 4945(d)(2), as interpreted by its accompanying regulations;
  - b. To undertake an activity for any purpose other than a religious, charitable, scientific, literary, educational, or other purpose specified in IRC Section 170(c)(2)(B); or
  - c. To induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with IRC Section 501(c)(3).
8. **Grant Announcements.** Grantee shall submit in advance to the Foundation, for review and revision at the sole discretion of the Foundation, any announcements Grantee intends to make regarding the grant, and any publications referring to the grant Grantee intends to publish other than in its annual reports or tax returns. The Foundation may include information on the grant in its periodic public reports and may also refer to the grant in a press release. If there are special considerations concerning the public announcement of this grant, or if Grantee would like to coordinate a public announcement of the grant with the Foundation, Grantee may contact the Foundation to discuss Grantee's plans.
9. **Representation and Warranty Regarding Tax Status.** By entering into this Agreement, Grantee represents and warrants that Grantee is exempt from federal income tax under IRC Section 501(c)(3) or in the absence of such a determination, that Grantee is a state or any political subdivision thereof within the meaning of Code Section 170(c)(1), or a state college or university within the meaning of Code Section 511(a)(2)(B) (referred to hereafter as a "Public Charity") and that it is not a private foundation as defined in IRC Section 509(a) (i.e., that it is a "Public Charity"). Such representation and warranty shall continue through the completion date of this grant.
10. **Publications; License.** Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements or procedures as the Foundation may establish from time to time. Grantee grants to the Foundation an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.
11. **Violation of Terms; Change of Status.** In the case of any violation by Grantee of the terms and conditions of the grant, including but not limited to not executing the work of the grant in substantial compliance with the proposal, or in the event of any change in or challenge by the Internal Revenue Service of Grantee's status as a Public Charity, the Foundation reserves the right in its absolute discretion to terminate the grant as provided

**Blue Shield of California Foundation Grant Agreement**

in Paragraph 16. The Foundation's determination will be final and will be binding and conclusive upon Grantee. Grantee shall give the Foundation immediate written notice of any change in Grantee's tax exempt or Public Charity status. If final or interim reports are not received in a timely manner, the Foundation may withhold payment until the outstanding report is received, and may terminate the grant as provided in Paragraph 16 if any such report is not received within a reasonable time (no more than sixty [60] days) following the date on which it was due.

12. **No Agency.** Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which such products may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
13. **Terrorist Activity.** Grantee agrees that the grant funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders.
14. **Further Assurances.** Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the IRC. Grantee agrees that if Grantee has any doubts about its obligations under this Agreement, including those incorporated by reference to the IRC, Grantee will promptly contact the Foundation or legal counsel.
15. **Indemnification.** Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, or in expending or applying the grant funds, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of the Foundation, its officers, directors, employees, or agents.
16. **Remedies.** If the Foundation determines, in its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the Foundation may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and the Foundation may demand the return of all or part of the unexpended grant funds, which Grantee shall immediately repay to the Foundation. The Foundation may also avail itself of any other remedies available by law.
17. **Captions.** All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.

Grant #2975619

May 13, 2009

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18. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.
19. **Governing Law.** This Agreement shall be governed by the laws of the State of California applicable to contracts to be performed entirely within the State.

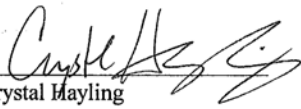
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**Blue Shield of California Foundation Grant Agreement**

Please have one copy of this agreement reviewed and signed where indicated by an authorized officer of Grantee and returned to the attention of **Adam Sanders, Grants Administrator**. Please keep the second copy for your files. If, at any time during the life of this grant you have questions or if changes in circumstance arise, please feel free to contact your **Program Officer, Richard Thomason**.

**ACCEPTED AND AGREED:**

Foundation: Blue Shield of California Foundation

By:   
Crystal Hayling

Title: President and CEO

Date: May 13, 2009

Grantee: SAN MATEO COUNTY  
HEALTH SYSTEM

EIN: 946000532

By: \_\_\_\_\_  
Signature of person authorized to  
sign on behalf of the grantee

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

For routing purposes, payment check should  
be directed to:

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone: \_\_\_\_\_