

**FIRST 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 October, 2010.

WITNESSETH:

WHEREAS, on January 1, 2010, the parties entered into an Agreement for the Health Plan to provide health insurance to Healthy Kids members for the period of January 1, 2010 through December 31, 2012 (hereafter “the Agreement”) pursuant to the San Mateo County Board of Supervisor’s Resolution No. 070601; and

WHEREAS, contract rates are renewed on an annual basis and the capitation rate beginning January 1, 2011, is to be increased to \$101.02; and

WHEREAS, Healthy Kids members with income under 133% of the Federal Poverty Level (FPL) will have their family contribution fees waived; and

WHEREAS, The Healthy Kids eligibility determination function is transferred from the Human Services Agency to the Health Coverage Unit of the San Mateo County Health System; and

WHEREAS, The funding of the Children’s Health Coverage Program’s Retention and Utilization Project will be transferred from the Health System to the Health Plan of San Mateo; and

WHEREAS, The CHI fundholder responsibilities will be transferred from the Silicon Valley Community Health Foundation to the Health System

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 2.1 is amended to read:
“Healthy Kids will be funded by several sources which will pay premiums to PLAN on behalf of Members. These include but are not limited to: (1) the County of San Mateo acting on behalf of the First 5 San Mateo Commission, and (2) the County of San Mateo acting on its own behalf”. I
2. Section II- paragraph 2.2 is amended to read:
“Funding sources shall pay the premiums for Members in the following order of priority: (1) First 5 San Mateo for Members up to the age of six (6) until all the Authority’s allocated funds are committed;; and (2) the County of San Mateo acting on its won behalf for Members not covered under (1) or until all the County’s allocated funds are committed.
3. Section II- paragraph 2.3 is amended to read:
“The Health Coverage Unit of the San Mateo County Health System will provide eligibility determination for Members.”

4. Section III- paragraph 3.1 is amended to read:
“The Health Coverage Unit of the San Mateo County Health System is responsible for (1) determining the eligibility of children for whom Responsible Parties have applied to be covered under Healthy Kids and (2) forwarding completed enrollment information to PLAN for Members for whom the Health Coverage Unit has determined eligible.”
5. Section II- paragraph 3.2 is amended to read:
“In consideration of COUNTY’s payment of Premiums for those Members determined by the Health Coverage Unit of the San Mateo County Health System to be eligible, the PLAN shall be responsible for effecting coverage on the tenth (10th) calendar day following the PLAN’s receipt of notification of eligibility from the Health Coverage Unit. The PLAN’s responsibilities shall include welcome calls and the mailing of the identification card, provider list, and the combined Member Handbook and Evidence of Coverage booklet to the Member’s Responsible Party.
6. Section IV- paragraph 4.5.1 is amended to read:
“The Children’s Health Initiative Oversight Coalition and the Authority sets the Family Contribution amount per Member per quarter. The family contribution shall be waived for Healthy Kids members with household income under 133% of the Federal Poverty Level. For those above 133% of the Federal Poverty Level, the family contribution amounts shall be \$12, \$39, \$63 or \$90 per quarter, based on the Member’s family size and family income as determined through the application process. The Family Contribution will be treated differently than Premiums, and the PLAN will not retain any portion of the Family Contribution. The HPSM will deposit the Family Contribution into a separate account. The disbursement of funds from this account will be at the discretion of the COUNTY with the understanding that funds will be used for expanding access of health care to children in San Mateo County. The PLAN will remit to the COUNTY the entire balance of the Family Contribution account every six (6) months less cost of refunds, returned checks, and checking account fees.”
7. Section IV- paragraph 4.5.3 is amended to read:
“The Health Coverage Unit of the San Mateo County Health System will determine whether a Responsible Party is eligible for either a total or partial reduction of the Family Contribution. The HSA transmit information concerning changes in the amount of Family Contribution to the PLAN with the eligibility record.”
8. Section IV- paragraph 4.5.5 is amended to read:
“To prevent disenrollment due to nonpayment, the PLAN will exercise its best efforts to contact the member by phone or mail. As appropriate, the PLAN will notify the Health Coverage Unit of the San Mateo County Health System if the Responsible Party requests Family Assistance.”
9. Attachment B- Premium Schedule is amended to add the following:

“Premium Schedule for January 1, 2011 through December 31, 2012 is \$101.02 per Member per Month”.

10.Attachment C- paragraph C.2 is amended to read:

“The PLAN will provide the funding to the person’s salary and benefits amount for work performed per this Attachment,”

11.This Amendment shall be effective on January 1, 2011.

12.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 January 1, 2010 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: _____
Board of Supervisors, San Mateo County

By: _____
Maya Altman, Chief Executive Officer
Health Plan of San Mateo

Date: _____

Date: _____