

AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND HEALTHWAYS, INC

THIS AMENDMENT TO THE AGREEMENT, entered into this 01 day of January, 2018, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Healthways, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS the parties entered into an agreement for Healthways, Inc. on February 11, 2014, in the amount of \$123,600 whereby Contractor provides outreach, enrollment and retention services for children and adult health coverage services (hereafter "the Agreement") pursuant to the San Mateo County Board of Supervisor's Resolution No. 073008; and

WHEREAS on December 9, 2014 the parties amended the Agreement to increase the amount of the Agreement by \$41,000 to \$164,600.

WHEREAS on September 1, 2015 the parties amended the Agreement to extend the term from January 1, 2014 through December 31, 2015 to January 1, 2014 to December 31, 2017, increase the amount of the Agreement by \$150,735 to \$315,335.

WHEREAS on July 1, 2017 the parties amended the Agreement to increase the amount of the Agreement by \$955 to \$366,290.

WHEREAS, the parties wish to amend the Agreement to extend the term from January 1, 2014 through December 31, 2017 to January 1, 2014 to December 31, 2018, and increase the amount of the Agreement by \$66,545 to \$432,835.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section "3. Payments" of the Agreement is 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 Revised Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Revised Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed FOUR HUNDRED THIRTY TWO THOUSAND EIGHT HUNDRED THIRTY FIVE DOLLARS (\$432,835).

2. Section "18. Compliance with Living Wage Ordinance" is added to the agreement to read as follows:

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

3. Original Exhibit A is replaced with Revised Exhibit A, (rev. [January 1, 2018]).

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

- a) Provide culturally tailored assistance to diverse residents, particularly in areas that compliment Health System presence.
- b) Provide excellent and welcoming customer service to county residents seeking health insurance to enable them to receive the right care at the right time in the

right setting.

- c) Provide accurate enrollment and retention assistance that furthers county residents' enrollment in the federal/state programs they qualify for and assures enrollment in local programs is only pursued for those who do not qualify for federal/state options.
- d) Provide effective and efficient screening of San Mateo County residents seeking affordable health insurance coverage to achieve geographic-specific and countywide health insurance enrollment goals.
- e) As part of the Health System Health Coverage Unit main objectives, the Contractor shall focus its efforts on Medi-Cal (MC) enrollment and MC outreach for its targeted population.
- f) Ensure at least one staff will be a Certified Application Counselor (CAC), with up-to-date annual certification from Covered California and that in-person health coverage outreach and enrollment assistance will be available at least 25 hours per week.
- g) Increase the awareness, understanding, and positive perception of MC, Healthy Kids (HK), Access and Care for Everyone (ACE) and the Covered California (CC) programs of 100 residents per month through activities, such as information dissemination and presentations. These activities, as well as a list of the outreach sites used and the number of clients reached, will be documented on the monthly report form which shall be submitted to the Health Coverage Unit (HCU) Supervisor on the 7th day of the following month. This activity can either be done by the Contractor or Contractor's subcontractors.
- h) Coordinate and implement at least one outreach activity per month, either via presentations or informational tables, targeting residents in the North County region of San Mateo County, with special emphasis on new immigrant residents.
- i) Assist in enrolling at least 870 children and adults into MC, HK, ACE and CC programs. The Contractor's CACs will conduct all application assistance via the Health Coverage Unit electronic application processing system (currently One-e-app) and CC California Healthcare Enrollment, Eligibility and Retention (CalHEERS) web based application processing systems. Application assistance will consist of determining potential eligibility for applicants, assisting them with the verification collection, and explaining their health coverage benefits. The Contractor will provide the enrollment numbers on their monthly report form.
- j) Adapt to new workflows for eligibility assistance that rely on the CC CalHEERS

as well as changes to the Human Services Agency automation systems and processes such as real-time approval by phone, etc.

- k) Adapt to new workflows between the Health System and the Human Services Agency that evolve to maximally leverage County capacity to connect low-income individuals to health coverage.
- l) Ensure that 100% of all children and adults that seek services at the Jefferson Elementary School District sites are asked about their insurance status, and uninsured clients are referred to staff CECs.
- m) Inform families about MC, HK, ACE and CC by distributing and presenting culture-specific health education and coverage materials through existing community networks that target residents of San Mateo County, such as schools and community-based organizations. Particular attention will be given to residents in the North County region of the County, with special emphasis on new immigrant residents.
- n) Distribute Request for Information (RFI) flyers or health insurance surveys to all school schools in the Jefferson Elementary School District, and follow-up on all returned surveys via phone calls.
- o) When key staff is not available for enrollment assistance, Contractor will refer eligible individuals to the HCU Community Health Advocates, ensuring that the clients receive application assistance.
- p) Provide HCU at least 6 hours per week to refer and schedule appointments with enrollment assistance.
- q) Provide staff CACs, as requested by HCU, to participate in county-wide health insurance enrollment events.
- r) Participate in the Medi-Cal Administrative Activities (MAA) program and comply with all program requirements, including training and time survey studies.
- s) Meet with the HCU Supervisor on a bi-annual basis for on-going training on outreach, enrollment, eligibility and retention activities for MC, HK, ACE and CC. Participate in the Master Trainers quarterly site visits.
- t) Attend the monthly HCU Community Coalition meeting in order to respond to evolving outreach, enrollment, eligibility, and retention issues.
- u) Participate in health coverage systems improvements projects, as directed by the

HCU Program Manager.

- v) Submit a monthly report form that includes the number of children and adults: that have been reached through dissemination of outreach materials; screened for eligibility; assisted with MC, HK, ACE and CC enrollment and re-enrollment; referred to Community Health Advocates; and other data as needed. The monthly report form shall be submitted to the HCU Supervisor on the 7th day of the following month and should also include a MC, ACE or CC client story and a MC or HK story for a family with a child 0-5 years of age.
 - w) Participate in program evaluations of the Health System by providing information to the evaluators about their work associated with this project and by assisting them with the recruitment of families for focus groups.
 - x) This Agreement with the Health Coverage Unit is funded by Federal Financial Participation Medi-Cal Administrative Activities (MAA) funding and with matching County General Fund for services. Contractor may not use these funds for any other federal matching program.
4. Original Exhibit B is replaced with Revised Exhibit B, (rev. [January 1, 2018]).


In consideration of the services provided by Contractor in Revised Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

The contractor shall invoice the County for \$30,900 prior to the first monthly report (January 2014). The Contractor may then invoice for the amount of \$71,900 upon approval of the sixth monthly report (July 2014), \$30,900 upon approval of the twelfth monthly report (January 2015), \$41,470 upon approval of the 18th monthly report (July 2015), \$63,256 upon approval of the 24th monthly report (January 2016), \$63,256 upon approval of the 30th monthly report (July 2016), \$31,827 upon approval of the 36th monthly report (January 2017), \$32,781 upon approval of the 42nd monthly report (June 2017), \$33,272 upon approval of the 48th monthly report (January 2018), and \$33,273 upon approval of the final, 54th monthly report (July 2018) verifying that requested services are being completed according to the quality and quantity agreed upon by both parties.

5. **All other terms and conditions of the agreement dated July 1, 2017, between the**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: HEALTHWAYS, INC


Contractor Signature

11-8-17
Date

HealthWays
Venancio Acebedo
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board