

**SECOND 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 December, 2012.

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. 071214 ; and

WHEREAS, contract will be extended from January 1, 2010 through December 31, 2012 to January 1, 2010 through December 31, 2013.

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

"Premium Schedule for January 1, 2011 through December 31, 2013 is
\$101.02 per Member per Month".

2. Attachment C is amended to the following:

C.1 Children's Health Coverage Programs Retention and Utilization Project

The Health Plan of San Mateo (PLAN) will employ staff to conduct outreach and retention activities for Medi-Cal and Healthy Kids children ages 0-5.

The duties of staff assigned to this project will include but not be limited to:

1. Conducting special outreach calls to those Healthy Families HPSM members transitioning to Medi-Cal and assisting them with navigating the Denti-Cal program by providing names of local Denti-Cal providers
2. Conducting special outreach (phone calls) to MC and HK 0-5 members who have disenrolled from the program and referring them to reapply if they are still eligible
3. Special outreach to 0-5 children on Restricted Medi-Cal but no Healthy Kids coverage

C.2 Payment Schedule

It is expected that these specific activities will be paid by First 5 funds and will be in the amount of \$97,500.00. The PLAN will invoice the COUNTY the first half of the First 5 grant by January 31, 2013 and the second half by July 31, 2013.

3. This Amendment shall be effective on January 1, 2013.

4. 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

By: _____
President
Board of Supervisors, San Mateo County

Date: _____

San Mateo Community
Health Authority

By:  _____
Ron Robinson, Director of Finance
Health Plan of San Mateo

Date: 12.10.12

ATTEST:

BY: _____
Clerk of Said Board

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons.
- ☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Maya Altman

Name of 504 Person - Type or Print

San Mateo Community Health Authority

Name of Contractor(s) - Type or Print

701 Gateway Boulevard, Suite 400

Street Address or P.O. Box

South San Francisco, CA 94080

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.


Signature

DIRECTOR OF FINANCE

Title of Authorized Official

11/13/12
Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."