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

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, 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, On February 11, 2014, the parties entered into an agreement 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, the parties wish to amend the agreement to increase the maximum amount payable under the agreement by $41,000, to $164,600, and to add to the agreement's scope of services tasks necessary to fulfill the responsibilities of Certified Enrollment Entity for Covered California (CC), as defined in the contract with CC.

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

1. **Exhibit A** of the agreement is amended to add the following paragraphs to the scope of work:

   Acting as Certified Enrollment Entity for Covered California (CC) assures compliance with all Certified Enrollment Counselor duties and responsibilities defined by CC under the Navigator Grant program contract provisions set forth in the agreement between the County of San Mateo and CC dated October 1, 2014. This includes compliance with the following sections of the CC Agreement: Exhibit A, section B, Section C numbers 1, 4, 6-14, Section E, Section F, Section G and Exhibit E.

   Achieve effectuated enrolment into a CC health plan for at least 150 consumers.

   Responsibilities include:
   - Providing regular in-person enrollment assistance to CC-eligible consumers in HealthWays' service area;
   - Supporting outreach or enrollment events at community locations targeting CC-

eligible consumers in HealthWays' service area, including with Bayshore Elementary and/or Jefferson Union High School District;
- Participating in local, regional or statewide activities related to furthering Affordable Care Act (ACA) success in San Mateo County
- Providing data to fulfill all reporting responsibilities related to HealthWays' activities to CC for the Navigator Grant
- Partnering with the Health System/ Health Coverage Unit on efforts aimed at meeting the CC Navigator Grant program targets and achieving the goal of maximized enrollment.

2. Section **Exhibit B** of the agreement is amended to add the following text to Payment Schedule:

For services required of Contractor acting as a Certified Enrollment Entity for CC, Contractor shall submit invoices to the county for $10,250 upon execution of the amendment to the agreement dated December 9, 2014, setting forth the Certified Enrollment Entity duties. The contractor may then invoice for the amount of $10,250 upon meeting 50% of its enrollment target, $10,250 upon meeting 75% of its enrollment target and the final $10,250 upon meeting 100% of its enrollment target.

3. **All other terms and conditions of the agreement dated February 11, 2014 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

HealthWays, Inc

_____
Contractor's Signature

Date: 11-7-14

ATTACHMENT I

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

The undersigned (hereinafter called "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.

Name of 504 Person:	**Dr. Vennie Acebedo**
Name of Contractor(s):	**HealthWays, Inc.**
Street Address or P.O. Box:	**901 Campus Drive, Suite 209**
City, State, Zip Code:	**Daly City, CA 94015**

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

Signature:	
Title of Authorized Official:	Executive Director
Date:	11-7-14

*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."