

**AMENDMENT TO THE AGREEMENT WITH THE SAN MATEO HEALTH
COMMISSION DBA HEALTH PLAN OF SAN MATEO FOR THE ADMINISTRATION
OF THE CONSOLIDATED ACCESS AND CARE FOR EVERYONE (ACE) PROGRAM**

This Amendment is made this _____ day of _____, 2020 by and between the San Mateo Health Commission dba Health Plan of San Mateo (HPSM), an independent public entity established by the San Mateo County Board of Supervisors pursuant to Welfare and Institutions Code Section 14087.51, hereinafter referred to as “HPSM” and/or “Contractor,” and the County of San Mateo, San Mateo County Health, hereinafter referred to as “Health” and /or “County”.

WITNESSETH:

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

WHEREAS, on July 21, 2015, the parties entered into an Agreement (Resolution No. 073943) for the Contractor to administer the Consolidated Access and Care for Everyone (ACE) Program as well as payment for indigent medical services for the term of April 1, 2015, to March 31, 2018; and

WHEREAS, on July 7, 2017, the parties amended the Agreement to allow San Mateo County to share California Department of Health Care Services (DHCS) data with the Health Plan of San Mateo pursuant to Section 9 of Data Use Agreement (DUA) #IMD-2017-0010 between San Mateo County and DHCS; and

WHEREAS, on February 27, 2018, the parties further amended the Agreement to extend the term of the agreement through March 31, 2020, increase the amount payable under the Agreement by \$24,335,000, to an amount not to exceed \$49,085,000 and replace Exhibit B in its entirety with Revised Exhibit B (rev. 2-27-18); and

WHEREAS, Article 11.14 of such Agreement provides for amending such Agreement; and

WHEREAS, Resolution No. 073943 also authorized the Chief of the San Mateo County Health or her designee to execute contract amendments which modify the County’s maximum fiscal obligation by no more than Twenty Five Thousand dollars (\$25,000.00) in aggregate and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions; and

WHEREAS, on March 15, 2018, the parties further amended the Agreement to allow San Mateo County to share California Department of Health Care Services (DHCS) data with the Health Plan of San Mateo pursuant to Section 9 of Data Use Agreement (DUA) #IMD-2017-0010 Amendment 1 between San Mateo County and DHCS; and

WHEREAS, the parties now wish to further amend the Agreement to extend the term of the agreement through March 31, 2022, and to increase the amount payable under the Agreement by \$24,335,000, to an amount not to exceed \$73,420,000.

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

1. Section 10.1 of Article 10, Term and Termination, is hereby amended in its entirety to read as follows:

This Agreement shall become effective on the Effective Date and shall be for a term of (7) years, ending March 31, 2022.

2. The Revised Exhibit B, Payment, (rev. 2-27-18), is hereby replaced in its entirety by Revised Exhibit B, Payment, (rev. 1/15/20), a copy is attached to this Amendment and incorporated herein by reference.
3. The original Appendix 1-C, Provider Services is hereby replaced in its entirety by Revised Appendix 1-C, Provider Services (rev. 5/12/20), a copy is attached to this Amendment and incorporated herein by reference.
4. The original Appendix 1-J, Reporting is hereby replaced in its entirety by Revised Appendix 1-J, Reporting (rev. 5/12/20), a copy is attached to this Amendment and incorporated herein by reference.
5. A new Appendix L, ACE Policies and Procedures is hereby added, a copy is attached to this Amendment and incorporated herein by reference.
6. The original Exhibit D, Costs for Covered Services, is hereby replaced in its entirety by Revised Exhibit D, Costs for Covered Services (rev. 5/12/20), a copy is attached to this Amendment and incorporated herein by reference.
7. This amendment shall be effective April 1, 2020 and remain in effect until March 31, 2022.
8. By signing this Amendment, both parties mutually agree to waive the 45 business day notice requirement for this contract amendment as provided for in Section 1375.7 of the California Health and Safety Code.
9. All other terms and provisions of said Agreement, as amended, shall remain in full force and effect so that all rights, duties and obligations, and liabilities of the parties hereto otherwise remain unchanged.

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

For Contractor: SAN MATEO HEALTH COMMISSION

<p><small>Digitally signed by Trent Ehrgood DN: cn=Trent Ehrgood, o=Health Plan of San Mateo, ou=Chief Financial Officer, email=trent.ehrgood@hpsm.org, c=US Date: 2020.05.29 08:11:43 -07'00'</small></p> <p>Trent Ehrgood</p> <hr/> <p>Contractor Signature</p>	<hr/> <p>Date</p>	<hr/> <p>Contractor Name (please print)</p>
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COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

REVISED EXHIBIT B
PAYMENT
(rev. 1/15/20)

For the Third Party Administrative (TPA) services provided pursuant to the Agreement, the Health System shall pay HPSM \$8.50 per participant per month. Participation shall be determined by the Eligible Participant count reflected in the One-E-App eligibility system with which the Health System contracts as of the 15th of each month. HPSM shall retrieve the participation count on the 15th of each month and submit an invoice (TPA Statement) to the Health System on the 16th of each month.

The Health System's total fiscal obligation for the TPA services provided by HPSM shall be based on the expected maximum number of Eligible Participants participating in the ACE Program (approximately 21,000 as of March 2020). As such, the Health System's total fiscal obligation for TPA services under this Agreement shall not exceed \$2,220,000 per year. If there is a material change in the volume of Eligible Participants enrolled in the program of ten percent or greater, then HPSM reserves the right to renegotiate the per participant per month fee to accurately reflect its administration costs.

The Health System is fully responsible for the health care costs incurred under Agreement in so far as they are properly adjudicated and paid by HPSM in accordance with the Benefit Plan for services provided to Eligible Participants as identified on the Eligible Participants List. Payment for these health care costs shall be provided in accordance with Article 4 of this Agreement and shall be separate and distinct from the Health System's total fiscal obligation noted above. Costs for health care are estimated at \$ \$700,000 per month for an annual total of \$\$8,400,000.

Total costs for this contract payable by the County shall not exceed \$73,420,000 during the term of the Agreement.

REVISED APPENDIX 1-C
PROVIDER SERVICES
(rev. 5/12/20)

HPSM shall be responsible for credentialing and executing contracts with Participating Providers, as designated by the Health System, to provide services to Eligible Participants under the ACE Program. Contracts shall utilize the rates described in Appendix D. Credentialing requirements will be waived if HPSM already has on file an up-to-date credentialing record. However, HPSM will re-credential the provider in accordance with the Participating Provider's existing credentialing schedule.

HPSM will also engage in standard provider services activities with Participating Providers, including maintaining a Claims department responsible for responding to inquiries related to claims processing, claims submission, and claims payment; maintaining a Member Services department responsible for responding to inquiries related to participant eligibility and PCP assignment; and a Health Services department responsible for responding to inquiries related to prior authorization for Covered Services. Departments will be available to respond to provider inquiries during regular business hours, from 8:00 a.m. to 5:00 p.m. Monday through Friday.

HPSM will also maintain a website and an interactive voice response (IVR) system 24 hours a day, 7 days a week, which providers can use to verify participants' eligibility.

Pharmacy inquiries will be directed to HPSM's pharmacy benefit manager.

Provider services activities will also include initial and on-going provider education and training. HPSM will train any newly added ACE Participating Provider within 30 calendar days of executing an ACE provider agreement. The full scope of the provider education and training will be defined in the ACE program policies and procedures referenced in Appendix L. The purpose of the provider education and training will be to clearly communicate ACE program requirements and limitations that are unique to ACE including, but not limited to: covered benefits and exclusions; linkages to other programs and the ACE program's role as the payer of last resort; limitations on referrals to hospital, specialty, and other service providers that are not part of the San Mateo Medical Center; and ACE-specific referral and prior authorization procedures and requirements. HPSM will also monitor all Participating Providers for compliance with ACE Program requirements and outreach to non-compliant providers to provide training as needed or upon SMMC request.

REVISED APPENDIX 1-J
REPORTING
(rev. 5/12/20)

HPSM shall supply such demographic, encounter, quality, and cost information and data as the Health System may require performing its disclosure, planning, reporting, administrative, supervisory, and other functions as required.

Daily Reports:

(1) Authorization Requests - On a daily basis, HPSM shall report all ACE authorization requests received, pending or approved, including the following:

- Member Information (Name, Date of Birth, ID)
- Submitting Provider Name
- Submitting Provider ID
- Rendering Provider Name
- Rendering Provider ID
- Reason for Referral
- ICD-10 Code
- Date of Receipt
- Date of Decision
- Date of Decision Notification
- Type of Authorization Request
- Time Request (Urgent, Routine)
- Authorization Decision (Approved, Denied)
- Authorization Number
- Authorization Service Type
- Denial Reason
- Authorization Number
- Authorization Start Date
- Authorization End Date

Monthly Reports:

(1) PCP assignments and utilization - On a monthly basis, HPSM shall report member assignments and utilization by PCP for all ACE Participating Providers. At a minimum said report will include:

- Member Info (Name, Date of Birth, ID, Gender)
- Assigned PCP Name ACE effective date and PCP Assignment Effective Date
- Number of Assigned PCP Visits, Other PCP Visits, ED Visits and Hospital Visits in the past 12 months
- Primary diagnosis for most recent ED Visits and Hospital Visits

(2) ACE Participating Providers – On a monthly basis, HPSM shall provide a complete list of ACE Participating Providers. At a minimum, the list will include:

- Provider Name
- Billing National Provider Identification
- Gender
- Address
- Days & Hours of Operation
- Phone Number
- Email Address
- Type of Provider
- Specialty
- Medical License Number
- Hospital Affiliation
- Board Certifications, if applicable
- Provider/Medical Group
- Accepting New Pts
- Provider Languages

Quarterly Reports:

- (1) Demographic, Utilization and Cost Summary - On a quarterly basis, HPSM shall report demographic, utilization, and costs per member per month by assigned Primary Care Provider.

Annual Reports:

- (2) Performance Reports – On an annual basis, HPSM shall report on its performance related to the requirements listed in:

APPENDIX 1-A CLAIMS PROCESSING AND DATA MANAGEMENT

- i. Percentage of claims paid based on date of submission
- ii. Copayment reductions

APPENDIX 1-F CUSTOMER SERVICE:

- i. Percent of incoming calls answered within 60 seconds;
- ii. Abandonment rate of incoming calls;
- iii. Number of call attempts to new participants

APPENDIX 1-G GRIEVANCES AND APPEALS:

- i. Number of standard grievances and appeals
- ii. Number of expedited grievances in appeals
- iii. Timeframes for resolution

APPENDIX 1-D UTILIZATION AND MEDICAL MANAGEMENT:

- i. Authorization Timeframes

Adhoc Reports:

HPSM shall provide other adhoc reports as required by the Health System.

APPENDIX 1-L
ACE POLICIES AND PROCEDURES
(rev. 5/12/20)

1. Written Policies and Procedures. HPSM shall have written policies and procedures for conducting the services defined in Exhibit A, Appendices 1-A through 1-K.
 - i. Completion Date - HPSM's written policies and procedures shall be submitted to SMMC for review and approval by December 31, 2020 unless otherwise mutually agreed to a later date.
 - ii. Content - At a minimum, HPSM's written policies and procedures for each functional area of responsibility defined in Exhibit A will clearly articulate ACE program specific operational workflows, including workflows in place to address ACE program requirements that differ from HPSM's other lines of business, processes designed to ensure services available at SMMC are received at SMMC, referral and authorization requirements, and claims processing edits in place to ensure claims are processed in accordance with ACE Program benefits and exclusions.
 - iii. Review and Approval - SMMC will review and approve the written policies and procedures completed in accordance with 1.i, or identify the need for revisions, within 90 calendar days of receipt of a complete set of written policies and procedures.
 - iv. Revisions - Any revisions, updates or changes to the written policies and procedures approved in accordance with 1.iii shall also be submitted to SMMC for review and approval. SMMC will review and approve, or identify the need for revisions, within 30 calendar days of receipt.

2. Oversight Committee. HPSM and SMMC agree to establish an ACE Oversight Committee. The purpose of the ACE Oversight Committee will be to routinely monitor ACE program administration and performance, promote communication between organizations, and provide a forum for addressing issues related to the administration of the ACE program. Any decision-making authority of the Oversight Committee will be defined by the organizations in a committee charter.

3. EXHIBIT “D” COSTS FOR COVERED SERVICES

HPSM shall adjudicate and pay claims payable to Participating Providers for Covered Services provided to Eligible Participants under the benefits plan for the ACE Program as directed by the Health System and described as follows:

Primary Care Providers

HPSM shall adjudicate and pay Primary Care Providers on a fee-for-service basis in accordance with 100% of the Medicare Fee Schedule. Primary Care Providers shall only include those clinics associated with the San Mateo Medical Center, North East Medical Services and Ravenswood Family Health Center.

Hospital Providers

HPSM shall adjudicate and pay Hospital Providers in accordance with HPSM’s hospital payment rates under its Medi-Cal line of business, unless otherwise agreed upon in writing by the Chief of the Health System or her/his designee and HPSM. .

Specialty Providers and Other Services Providers

HPSM shall adjudicate and pay contracted Specialty Providers and Other Service Providers on a fee-for-service basis in accordance with HPSM’s payment schedule to Medi-Cal Specialty Providers and Other Service Providers, respectively, unless otherwise agreed upon in writing by the Chief of the Health System or her/his designee and HPSM.

Pharmacy Providers

For all eligible pharmacies, HPSM shall not make any payment for any prescription drugs provided by the pharmacies to Eligible Participants, except for prescription drugs dispensed by approved pharmacies in Half Moon Bay (“Half Moon Bay pharmacies”) and by the pharmacy (ies) contracted with the Ravenswood Family Health Center and North East Medical Center (NEMS) under the 340B program.. For prescription drugs dispensed at all pharmacies except the Half Moon Bay, Ravenswood and NEMS pharmacies, HPSM shall only collect utilization data in the form of a processed claim. For these claims, payment shall be set at \$0 for each pharmacy claim. HPSM shall track pharmacy costs by matching utilization data against 340b pricing lists provided to HPSM by SMMC. For prescription drugs dispensed at the Half Moon Bay pharmacies, HPSM shall make payment in accordance with drug costs and fill fees negotiated with its pharmaceutical benefits manager. For prescription drugs dispensed at the Ravenswood and NEMS pharmacy (ies), HPSM shall determine pharmacy payment amounts by matching utilization data against the 340B pricing lists and applying appropriate copayments. Payments for both the Half Moon Bay pharmacies and the Ravenswood pharmacy(ies) shall be drawn from the Health Care Cost Reserve and included on the Monthly Statement for Payment of Health Care Costs.

For Covered Services provided by non-Participating Providers who are approved by HPSM, HPSM shall adjudicate and pay claims at 100% of the Medi-Cal fee schedule applicable on the

date of service unless otherwise agreed upon in writing by the Chief of the Health System or her designee and HPSM.

Payment Rates

Within 30 calendar days of the execution date of this Amendment, HPSM shall provide SMMC with a list of payment rates by provider for each provider receiving an ACE claims payment in the past 12 months in a mutually agreed upon form and format. Further, HPSM agrees to provide copies of ACE provider agreements as needed to establish the current rate arrangement.