

COUNTY OF MONTEREY
Amendment #1 to Agreement #5010-15311
Central California Alliance for Health

WHEREAS, This Amendment #1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter “COUNTY”), and Central California Alliance for Health (hereinafter “CONTRACTOR”).

WHEREAS, COUNTY and CONTRACTOR entered into an agreement for the provision of health plan benefits for In-Home Supportive Services providers with a term of July 1, 2021 to June 30, 2022 for a total contract amount of \$3,500,105 (hereinafter “Original Agreement”).

WHEREAS, the parties wish to amend the Agreement via Amendment #1, to extend the term through June 30, 2023 and add \$5,479,681, \$452,016 for FY 2021-22 and \$5,027,665 for FY 2022-23, for a revised contract total of \$8,979,786.

AGREEMENT

NOW THEREFORE, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement incorporated herein by this reference, except as specifically set forth below.

1. **Section 2.0, Paragraph titled “PAYMENT PROVISIONS” is amended to read as follows:**
“County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA** subject to the limitations set forth in this agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **\$8,979,786.**”
2. **Section 3.0, The first sentence of paragraph titled “TERM OF AGREEMENT” is amended to read as follows:**
“The term of this Agreement is from July 1, 2021 to **June 30, 2023**, unless sooner terminated pursuant to the terms of this Agreement.”
3. **Exhibit AA** reflects the new contract term and total contract amount of **\$8,979,789** and references **Exhibits AA through AA-1.**
4. **Exhibit AA-1** references **Exhibit AA-1-B.**
5. **Exhibit AA-1-A**, pages 3 and 4, references **Exhibit AA-1-B** and the new contract term.
6. **Exhibit AA-1-B** reflects the new contract term.
7. **Exhibit BB**, pages 1 and 2, references **Exhibits AA, AA-1-B and CC.**
8. **Exhibit CC** reflects the addition of **\$452,016 for FY 21/22 and \$5,027,665 for FY 22/23** for a new contract total of **\$8,979,786** and the new contract term.

9. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment #1 and shall continue in full force and effect as set forth in the Original Agreement.

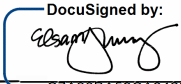
10. A copy of this Amendment #1 shall be attached to the Original Agreement.

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

CONTRACTOR:

By: _____
Chair, Monterey County
Board of Supervisors


DocuSigned by:

By: _____
(Chair, President, Vice-President)

Date: _____

(Print Name & Title)

5/30/2022 | 9:43 PM PDT

Date: _____

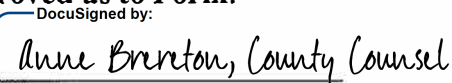
DocuSigned by:

By: _____
(Secretary, CFO, Treasurer)

(Print Name and Title)

6/15/2022 | 5:54 PM PDT

Date: _____

Approved as to Form:

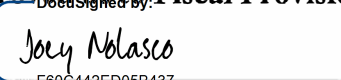
DocuSigned by:


Deputy County Counsel

4/20/2022 | 6:46 PM PDT

Date: _____

Approved as to Fiscal Provisions:

DocuSigned by:


Auditor-Controller's Office

4/26/2022 | 11:13 AM PDT

Date: _____

SCOPE OF SERVICES/PAYMENT PROVISIONS
Central California Alliance for Health

July 1, 2021 - June 30, 2023

I. CONTACT INFORMATION

COUNTY	CONTRACTOR
County Contract Manager: Nick Ledo, Management Analyst Department of Social Services 730 La Guardia Street Salinas, CA 93905 Phone: (831) 755-4904 Fax: (831) 796-8667 E-mail: ledon@co.monterey.ca.us Fiscal Contact: Becky Cromer, Finance Manager III Monterey County Dept. of Social Services Administrative Services Branch (831) 755-4044 (831) 755-8476 Fax cromerBL@co.monterey.ca.us	Central California Alliance for Health Contractor Name and Fiscal Contact: Stephanie Sonnenshine, Chief Executive Director 1600 Green Hills Road, Suite 101 Scotts Valley, CA 95066 Phone: (831) 430-5500 Fax: (831) 430-5882 Email: ssonenshine@ccah-alliance.org

- Exhibit A-I of the Agreement between Monterey County and the Central California Alliance for Health is for the provision of health plan benefits for In-Home Supportive Services providers.
- Notwithstanding Section 15.17 of County of Monterey Standard Agreement (more than \$100,000), in the event of any conflict or inconsistency between the provisions of Exhibit A-I 'Group Agreement' and other attachments or exhibits including, but not limited to, the County of Monterey Standard Agreement (more than \$100,000), the provisions of Exhibit A-I shall prevail and control.

II. SERVICES/PROGRAMS TO BE ADMINISTERED BY CONTRACTOR

CONTRACTOR shall provide the services outlined in **Exhibits AA** through **AA-I**.

III. PAYMENT PROVISIONS

COUNTY shall issue payment for health premiums which are due by the first of every month, but no later than the fifth (5th) of the month for IHSS Providers enrolled in the health plan per **Exhibit AA-I-B**.

EXHIBIT AA

COUNTY shall reimburse CONTRACTOR a total amount not to exceed **eight million, nine hundred seventy-nine thousand seven hundred and eighty-six dollars (\$8,979,786.00)** for Health Benefits for the period of July 1, 2021 through **June 30, 2023**, as described in **Exhibit CC**.

GROUP AGREEMENT
Between
Santa Cruz – Monterey – Merced
Managed Medical Care Commission
and
Monterey County In-Home Supportive Services Public Authority

This Group Agreement (Agreement), including the Evidence of Coverage (EOC) document(s) and attachments listed below and incorporated herein by reference, and any amendments to any of them, constitutes the contract between the Santa Cruz – Monterey –Merced Managed Medical Care Commission d.b.a. Central California Alliance for Health (PLAN) and the Monterey County In-Home Supportive Services Public Authority (Contract Holder). This Agreement is effective this 1st day of July, 2021.

Product Name: Alliance Care IHSS

- Attachment A-I-A - Terms and Conditions
- Attachment AA-I-B – Premium Schedule**
- Attachment A-I-C - COBRA and Cal-COBRA
- Attachment A-I-D – Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Attachment A-I-E – Evidence of Coverage (EOC)

Pursuant to this Agreement, PLAN will provide covered services and supplies to Members in accord with the terms, conditions, rights, and privileges as set forth in this Agreement and the EOC.

The PLAN is subject to the requirements of state and federal laws governing health care plans, including the Knox-Keene Act of 1975 and its amendments. Any provisions required to be in this Agreement by either the applicable Statute or Regulations will bind PLAN whether or not expressly stated in this Agreement.

If any provision of this Agreement is deemed to be invalid or illegal, such provision shall be fully severable and the remaining provisions of this Agreement shall continue in full force and effect.

This Agreement and its attachments have the same meaning given those terms in the EOC.

Group Agreement Effective Date: July 1, 2021

Monterey County
Board of Supervisors

Santa Cruz – Monterey – Merced
Managed Medical Care
Commission

Signature of Chair
Name _____

Signature of Chair

Date

Date

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ATTACHMENT AA-I-A

TERMS AND CONDITIONS

Recital:

- A. Commission has entered into or will enter into and shall maintain a contract with the Monterey County In-Home Supportive Services Public Authority pursuant to which individuals who subscribe and are enrolled under Alliance Care IHSS will receive, through the Commission, health services hereinafter defined as “Covered Services.”

NOW, THEREFORE, it is agreed that the above Recital is true and correct and as follows:

SECTION 1 DEFINITIONS

As used in this agreement, the following terms (listed alphabetically) shall have the meaning set forth herein below, except where, from the context, it is clear that another meaning is intended.

- 1.1 **“Beneficiary”** – shall mean a person designated by an insuring organization as eligible to receive insurance benefits.
- 1.2 **“Cal-COBRA”** – shall mean the California State law concerning an employee’s access to continued health insurance coverage under certain circumstances when coverage would otherwise terminate. (Health & Safety Code (§1366.20 et seq.; Insurance Code (§10128.50 et seq.))
- 1.3 **“Commission”** shall mean the Santa Cruz – Monterey – Merced Managed Medical Care Commission.
- 1.4 **“Contract Holder”** – shall mean the Monterey County In-Home Supportive Services Public Authority (MCPA), the employer of record for Monterey County In-Home Supportive Services (IHSS) Workers. MCPA is authorized to execute the Group Agreement with the PLAN on behalf of eligible IHSS providers.
- 1.5 **“Consolidated Omnibus Budget Reconciliation Act (COBRA)”** – shall mean the federal law concerning an employee’s access to continued health insurance coverage under certain circumstances when coverage would otherwise terminate.
- 1.6 **“Copayment”** - shall mean the portion of health care costs for covered services for which the Member has financial responsibility under the Alliance Care IHSS Program.
- 1.7 **“Covered Services”** shall mean those health care services and supplies which a Member is entitled to receive under the Alliance Care IHSS Program and which are set forth in the Alliance Care IHSS Program Evidence of Coverage (Attachment A-I-E, attached hereto

and hereby incorporated by reference).

- 1.8 **“Evidence of Coverage”** - shall mean the document issued by the PLAN to Members that describes Covered Services and Non-Covered Services in the Alliance Care IHSS Program (Attachment A-I-E, hereto and incorporated herein by reference).
- 1.9 **“Group Agreement”** – shall mean this Agreement between the PLAN and the Contract Holder which constitutes the agreement regarding the benefits, exclusions and other conditions between the PLAN and Contract Holder.
- 1.10 **“Health Insurance Portability and Accountability Act of 1996 (HIPAA)”** – shall mean the federal law that, among other things, provides renewability of health care coverage to certain employees who no longer qualify for group health insurance through their employer and have an opportunity to purchase coverage from another insurer.
- 1.11 **“Hospital”** - shall mean a licensed general acute care hospital.
- 1.12 **“Member”** - shall mean an individual who is enrolled in good standing in Alliance Care IHSS.
- 1.13 **“Participating Provider”** - shall mean a Provider who has entered into an Agreement with the PLAN to provide Covered Services to Members. The terms “Participating Provider” and “Contracting Provider” may be used interchangeably.
- 1.14 **“PLAN”** - shall mean the Central California Alliance for Health, which is governed by the Santa Cruz – Monterey – Merced Managed Medical Care Commission.
- 1.15 **“Provider”** - shall mean any health professional or institution to render services to Members under the Alliance Care IHSS Program.

SECTION II ENROLLMENT

- 2.0 Members may enroll with the PLAN during the Open Enrollment or within thirty (30) days from the date the individual becomes eligible for coverage. Member eligibility conditions are described in the EOC. Eligible individuals who do not enroll during the Open Enrollment or within thirty (30) days of becoming eligible for coverage may only be enrolled during a subsequent Open Enrollment or upon satisfying special enrollment provisions stated in the EOC. Open Enrollment shall be in compliance with applicable law.
- 2.1 The Contract Holder or designee shall be responsible for forwarding completed enrollment information obtained from eligible members to the PLAN.

- 2.2 The Contract Holder or designee shall also be responsible for forwarding enrollment information on Alliance Care IHSS Members eligible through COBRA or Cal-COBRA.
- 2.3 The Contract Holder will make every effort to ensure that eligibility information is transmitted electronically to the PLAN not later than the 10th of each month in order to be effective on the first of the following month.
- 2.4 The Contract Holder shall not change the eligibility requirements used to determine membership in the group during the term of the Group Agreement, unless agreed to in writing by the PLAN.

SECTION III PREMIUMS

- 3.0 Premiums for the Covered Benefits under this Group Agreement are set forth in **Attachment AA-I-B**, attached hereto, which is fully incorporated herein by reference.

- 3.1 Premium Change

- 3.1.1 PLAN may change the Premium with at least seventy-five (75) days written notice to Contract Holder as follows:

- 3.1.1.1 upon parties written agreement to amend **Attachment AA-I-B** of this Group Agreement;

- 3.1.1.2 upon the effective date of any applicable law or regulation having a direct and material impact on the cost of providing coverage to Members.

Payment of the applicable Premium on and after that date does not constitute acceptance of those changes, unless acceptance is in writing, by the Contract Holder, individually and on behalf of all Members enrolled under this Group Agreement.

- 3.2 Premium Payment

Premiums are payable to the PLAN at the PLAN's corporate office by electronic file transfer via ACH, wire transfer or check via mail addressed to: Chief Financial Officer, Central California Alliance for Health, 1600 Green Hills Road, Suite 101, Scotts Valley, CA 95066.

3.3 Premium due date and grace period

The Premium due date will be the first of the month for which coverage is provided. A thirty (30) day grace period will allow the Group Agreement to be in force beyond the premium due date. The Contract Holder remains liable for the payment of the Premium for the time coverage was in effect during the grace period and Members will remain liable for Copayments. The 30 day grace period is further detailed in Section 4.3.1 of this Agreement.

3.3.1 Premiums shall be paid in full for Members whose coverage is effective on the Premium due date or whose coverage terminates on the last day of the Premium period.

3.4 Retroactive Additions or Deletions

Retroactive additions or deletions are not allowed under this agreement.

3.4.1 The Contract Holder shall be responsible for any claims paid by PLAN and Member to the extent PLAN relied on the Contract Holder's submitted enrollment to confirm coverage where coverage was not valid.

**SECTION IV
TERM AND TERMINATION**

4.0 Effective Date

This agreement shall become effective on July 1, 2021.

4.1 Term

The term of this Agreement is July 1, 2021 through **June 30, 2023**.

4.2 Termination Notices

4.2.1 If Contract Holder initiates the termination, written notice will be transmitted by Contract Holder to PLAN by Certified U.S. Mail, UPS, FedEx, or other traceable mail service, proper postage prepaid and properly addressed to the office of the PLAN as provided below:

Central California Alliance for Health
1600 Green Hills Road, Suite 101
Scotts Valley, CA 95066

4.2.2 If the PLAN initiates the termination, written notice of cancellation will be transmitted by the PLAN to Contract Holder by Certified U.S. Mail, FedEx, or other traceable mail service, proper postage prepaid and properly addressed to the office of the Contract Holder as provided below.

Monterey County In-Home Supportive Services Public Authority
1000 South Main Street, Suite 211C
Salinas, CA 93901

4.3 Termination by the PLAN

4.3.1 Termination for nonpayment

If Contract Holder fails to make a payment that is due and payable, the PLAN may terminate this Agreement consistent with this section. The PLAN may initiate the termination by sending the Contract Holder a notice of cancellation no later than five (5) business days after the last day of paid coverage.

The Contract Holder will be given a thirty (30) day grace period to pay the premiums that are due. The grace period will begin on the first day after the last day of paid coverage. During the grace period, the Members will continue to be treated as Members of the PLAN, which includes Members continuing to receive care and the PLAN continuing to pay claims for services provided to Members.

If the Contract Holder fails to pay the premium due by the expiration of the 30 day grace period, this Agreement may be terminated effective at the end of the grace period. The Contract Holder will remain responsible for any unpaid premium.

4.3.2 Termination for withdrawal from the group market

4.3.2.1 PLAN's withdrawal of this product from the group market.

PLAN may terminate a particular product offered as permitted by the Health Insurance Portability and Accountability Act (HIPAA) if;

4.3.2.1.1 PLAN is unable to enter into or maintain service contracts with sufficient numbers of providers, (hospitals and physicians) to assure adequate Member access to needed Covered Services, the PLAN may terminate this Agreement upon ninety (90) days written notice to the Contract Holder; or

4.3.2.1.2 If, the qualification of PLAN under the Federal Social Security Act is terminated or ceases or if the PLAN's contract with the State of California is terminated or ceases, Plan shall give Contract Holder immediate written notice of the foregoing termination(s) and this Agreement shall terminate in accordance with the terms of Section 4.3.2.2 of this Agreement.

4.3.2.2 PLAN's withdrawal from the group market

In the event that PLAN ceases to offer coverage in the group market, the PLAN will provide the Contract Holder with one hundred and eighty (180) days prior written notice of the termination.

4.3.3 Termination Due to Loss of Eligibility

PLAN or Contract Holder may terminate a Member for failure to meet the applicable eligibility requirements, which includes: failure to meet time-based employment requirements, group participation requirements, or service area requirements.

The Contract Holder will provide thirty (30) days written notice when cancelling or termination of coverage due to Member's loss of eligibility.

4.4 Termination by the Contract Holder

Contract Holder may terminate this Agreement at any time upon sixty (60) days written notice to PLAN.

4.4.1 Termination due to non-renewal of Agreement

The Contract Holder may terminate this Group Agreement as of its renewal date, by providing PLAN written notice of non-renewal not less than sixty (60) days prior to the renewal date.

4.4.2 Termination due to Premium change

The Contract Holder may terminate this Group Agreement as of the date any Premium change would become effective, by providing PLAN with written notice of termination not less than sixty (60) days prior to such effective date.

4.5 Termination by either Contract Holder or PLAN for fraud or intentionally furnishing incorrect or incomplete information

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party, if the terminating party can demonstrate the other party committed fraud or intentionally misrepresented a material fact. Such termination must occur within twenty four (24) months following the issuance of the health service plan contract.

4.6 Effect of Termination

As of the date of termination pursuant to any provision of this Agreement, this Agreement shall be of no further force or effect whatsoever, and each of the parties

hereto shall be relieved and discharged herefrom, except that the PLAN shall remain liable for all Benefits rendered to Members up to the date of termination and for any Benefits rendered hereunder after such date until such time as appropriate transfer (or other medically acceptable disposition) of Members receiving inpatient services as of the date of termination is achieved.

**SECTION V
MEMBER NOTIFICATION OF TERMINATION**

- 5.0 It is the responsibility of the Contract Holder or designee to notify the Members of the termination of the Group Agreement in compliance with all applicable laws. However, PLAN reserves the right to notify Members' of termination of the Group Agreement. When PLAN delivers a notice of cancellation or termination to Contract Holder, Contract Holder or designee will promptly notify each Member of that fact.
- 5.1 Termination shall not relieve the Contract Holder or PLAN from any obligation incurred prior to the date of termination of this Group Agreement.

**SECTION VI
OBLIGATIONS UNDER COBRA AND CAL-COBRA**

- 6.0 The Contract Holder is subject to the requirements of state and federal law governing continuation of health care coverage for Members. The federal law is the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). The California state law is the California Continuation Benefits Replacement Act ("Cal-COBRA"). Any provisions required to be in this Group Agreement by either the applicable Code or Regulation governing COBRA or Cal-COBRA will bind the Contract Holder whether or not expressly stated in the Group Agreement or any Attachments. Contract Holder hereby acknowledges its obligations and agrees to comply with all applicable legal requirements with respect to COBRA and/or Cal-COBRA continuation coverage.

**SECTION VII
THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

- 7.0 The Contract Holder is subject to the requirements of state and federal law governing the portability of health care coverage for Members ("creditable coverage"). The federal law is the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Any provisions required to be in this Group Agreement by either the applicable Statute or Regulation governing HIPAA will bind the Contract Holder whether or not expressly stated in the Group Agreement or any Attachments.

Contract Holder hereby acknowledges its obligations and agrees to comply with all applicable legal requirements with respect to HIPAA continuation coverage.

SECTION VIII INDEPENDENT CONTRACTOR RELATIONSHIPS

8.0 Between Participating Providers and PLAN.

The relationship between PLAN and Participating Providers is a contractual relationship among independent contractors. Participating Providers are not agents or employees of PLAN nor is PLAN an agent or employee of any Participating Provider.

Participating Providers maintain the provider-patient relationship with Members and are solely responsible to their Member patients for any health services rendered to their Member patients. PLAN and Contract Holder make no express or implied warranties or representations concerning the qualifications, continued participation, or quality of services of any Physician, Hospital or other Participating Provider. In no event will PLAN or Contract Holder be liable for the negligence, wrongful acts, or omissions in a Participating Provider's delivery of services regardless of whether such services are or would be covered under this Group Agreement, nor will PLAN or Contract Holder be liable for services or facilities which for any reason beyond its control are unavailable to the Member.

The PLAN will provide written notice to the member, within a reasonable period of time, of any termination or breach of contract by, or inability to perform by, any contracting provider if a member may be materially and adversely affected.

8.1 Between the Contract Holder and PLAN.

The relationship between PLAN and the Contract Holder is limited to a contractual relationship between independent contractors. Neither party is an agent nor employee of the other in performing its obligations pursuant to this Group Agreement.

SECTION IX ADMINISTRATION OF THE AGREEMENT

9.0 Entire Agreement

This Group Agreement, including the Group Application, Evidence of Coverage, Schedule of Benefits, any amendments, endorsements, insets or attachments, and as provided for under applicable state or federal law, constitutes the entire Group Agreement between the Contract Holder and PLAN, and on the Effective Date of Coverage, supersedes all other prior and contemporaneous arrangements, understandings, agreements, negotiations and discussions between the parties, whether written or oral, previously issued by PLAN for Covered Benefits provided by this Group Agreement.

9.1 Amendments

9.1.1 This Group Agreement may be amended at any time upon written agreement of PLAN and Contract Holder. Amendments to this Agreement shall only be effective, provided it is in writing and signed by duly authorized representatives of both Parties.

9.1.2 The terms of the Group Agreement shall be subject to the requirements of the Knox-Keene Health Care Service Plan Act of 1975 (the "Act"), as amended (Health and Safety Section 1340), and the regulations promulgated thereunder (the "Regulations"), to the extent applicable hereto, and any provision required to be in this Agreement by either the Act or Regulations shall bind PLAN and the Participating Providers as appropriate, whether or not provided herein. If the Director of the Department of Managed Health Care or his/her successor requires further amendments to this Group Agreement, PLAN shall notify Contract Holder in writing of such amendments. The Contract Holder will have thirty (30) days from the date of PLAN's notice to accept or reject the proposed amendments by written notice of acceptance or rejection to PLAN. Amendments for this purpose shall include, but not be limited to, material changes to PLAN's Utilization Management, Quality Assessment and Improvement and Complaint and Grievance programs and procedures and to the health care services covered by this Group Agreement. Without limiting the foregoing, the validity and enforceability of this Agreement, as well as the rights and duties of the parties herein shall be governed by California law.

9.2 Forms

PLAN shall supply the Contract Holder or designee with a reasonable supply of its forms and descriptive literature. The Contract Holder or designee shall distribute PLAN's forms and descriptive literature to any eligible individual who becomes eligible for coverage. The Contract Holder shall, within sixty-two (62) days of receipt from an eligible individual, forward all applicable forms and other required information to PLAN.

9.3 Records

The PLAN maintains records and information to allow the administration of a Member's coverage. The Contract Holder or designee shall provide the PLAN information to allow for the administration of a Member's benefits. This includes information on enrollment, continued eligibility, and termination of eligibility. The PLAN shall not be obligated to provide coverage prior to receipt of information needed to administer the benefits or confirm eligibility in a form satisfactory to the PLAN.

The Contract Holder or designee shall make payroll and other records directly related to Member's coverage under this Group Agreement available to PLAN for inspection, at PLAN's expense, at the Contract Holder's or designee's office, during regular business hours, upon reasonable advance request from PLAN. This provision shall survive the termination of this Group Agreement as necessary to resolve outstanding financial or administrative issues pursuant to this Group Agreement. PLAN's performance of any

obligation that depends on information to be furnished by Contract Holder or designee or Member will not arise prior to receipt of that information in the form requested by PLAN. Nor will PLAN be liable for any obligation due to information incorrectly supplied by Contract Holder or designee or Member. All records of Contract Holder that have a bearing on coverage shall be open for inspection by PLAN at any reasonable time.

The PLAN shall make all relevant business records, which apply to the administration of this contract, available to Contract Holder for inspection, at Contract Holder's expense, at the PLAN's or designee's office, during regular business hours, upon reasonable advance request from Contract Holder. This provision shall survive the termination of this Group Agreement as necessary to resolve outstanding financial or administrative issues pursuant to this Group Agreement.

9.4 Clerical Errors

Incorrect information furnished to PLAN may be corrected, provided that PLAN has not acted to its prejudice in reliance thereon. In accordance with Section 3.4 there will be no retroactive enrollment additions or deletions.

9.5 Claim Determinations

PLAN has authority to review all claims for Covered Benefits under this Group Agreement. In exercising such responsibility, PLAN shall have discretionary authority to determine whether and to what extent eligible individuals and beneficiaries are entitled to coverage and construe any disputed or doubtful terms under this Group Agreement. PLAN shall be deemed to have properly exercised such authority unless PLAN abuses its discretion by acting arbitrarily and capriciously.

9.6. Member Termination for Fraud or Misrepresentation

A Member can be terminated for fraud or intentional misstatements of a material fact in a manner consistent with the provisions in Member's Evidence of Coverage.

9.7 Assignability

No rights or benefits under this Group Agreement are assignable by the either party to any other party unless approved by PLAN or Contract Holder.

9.8 Waiver

The failure to implement, or insist upon compliance with, any provision of this Group Agreement or the terms of the EOC incorporated hereunder, by either party, at any given time or times, shall not constitute a waiver of that party's right to implement or insist upon compliance with that provision at any other time or times. This includes, but is not limited to, the payment of Premiums or benefits. This applies whether or not the circumstances are the same.

9.9 Notices

Any notice required or permitted under this Group Agreement shall be in writing and shall be deemed to have been given on the date when delivered in person, or, if delivered by first-class United States mail, FedEx, or other traceable mail service, on the date mailed, proper postage prepaid, and properly addressed to the offices of the PLAN or Contract Holder.

9.10 Third Parties

This Group Agreement shall not confer any rights or obligations on third parties except as specifically provided herein.

9.11 Non-Discrimination

9.11.1 No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this agreement.

9.11.2 Both parties shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this agreement. Either party's equal employment policies shall be made available to the other party upon request.

9.11.3 Both parties shall comply with Section 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

9.12 Inability to Arrange Services

In the event that due to circumstances not within the reasonable control of PLAN, including but not limited to major disaster, epidemic, complete or partial destruction of facilities, riot, civil insurrection, disability of a significant part of PLAN's Participating Providers or entities with whom PLAN has arranged for services under this Group Agreement, or similar causes, the rendition of medical or Hospital benefits or other services provided under this Group Agreement is delayed or rendered impractical, PLAN shall not have any liability or obligation on account of such delay or failure to provide services, except to refund the amount of the unearned prepaid Premiums held by PLAN on the date such event occurs. PLAN is required only to make a good-faith effort to provide or arrange for the provision of services, taking into account the impact of the event.

9.13 Workers' Compensation

The Contract Holder is responsible to notify plan immediately upon becoming aware of any worker's compensation claims submitted by an eligible individual. PLAN shall be reimbursed, by the appropriate entity, for all paid medical expenses which have occurred as a result of any work related injury that is compensable or settled in any manner.

9.14 Indemnification by Contractor

PLAN shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the PLAN's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "PLAN's performance" includes PLAN's action or inaction and the action or inaction of PLAN's officers, employees, agents and subcontractors.

9.15 Indemnification by County

COUNTY (CONTRACT HOLDER) shall indemnify, defend, and hold harmless the PLAN, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the COUNTY'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the PLAN. "COUNTY'S Performance includes COUNTY'S action or inaction and the action or inaction of COUNTY'S officers, employees, agents and subcontractors.

ATTACHMENT AA-I-B

PREMIUM SCHEDULE
(July 1, 2021 – June 30, 2023)

July 1, 2021 – **June 30, 2023** Premium \$574/per member/per month

ATTACHMENT A-I-C

**CONTRACT HOLDER'S OBLIGATIONS UNDER
COBRA AND CAL-COBRA**

- A. All parties will comply with applicable federal law, regulations and requirements regarding continuation of benefits.
- B. All parties will comply with applicable state law, regulations and requirements regarding continuation benefits.
- C. Contract Holder or designee agrees to forward to PLAN in a timely manner copies of any and all notices provided to Members regarding COBRA or Cal-COBRA continuation coverage.
- D. Contract Holder will administer or contract for the administration of coverage under COBRA and Cal-COBRA.

ATTACHMENT A-I-D

**CONTRACT HOLDER'S OBLIGATIONS UNDER THE
HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT OF 1996 (HIPAA)**

- A. Contract Holder is obligated under both federal and state law with regard to the renewability of health care coverage for Members under certain circumstances where coverage would otherwise terminate ("creditable coverage"). The federal law is the Health Insurance Portability and Accountability Act (HIPAA). The guaranteed renewability provision of HIPAA entitles a Member, who is disenrolled or terminated from employment an opportunity to purchase a health insurance plan that provides the same scope of benefits that the Member received through the Contract Holder program.

- B. Contract Holder or designee also agrees to forward to PLAN in a timely manner copies of any and all notices provided to Members regarding HIPAA.

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Payments by County: County shall issue payment for health premiums as outlined in **Attachment AA-1-B Premium Schedule**, by the first (1st) of each month, but no later than the fifth (5th) of the month.

1.02 Invoice: County creates payment document based on the number of IHSS providers enrolled in the health plan monthly.

1.03 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit CC**. Only the costs listed in **Exhibit CC** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:

(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit AA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.
- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the organization's policy of maintaining a drug-free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
 - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term “discrimination” as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 “Procedures for Investigation and Resolution of Discrimination Complaints”; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual’s race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran’s status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.
- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR), Part 15 and 28 CFR Part 42;**

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (**ADEA**), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code** Section 4450;
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. CONTRACT ADMINISTRATORS

5.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Stephanie Sonnenshine** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

5.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

- A. CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.
- B. CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.
- C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).
- D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.
- E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

Amendment #1
Central California Alliance for Health

Program Budget - FY 21/22

July 1, 2021 through June 30, 2022

	Hourly Rate	Projected Service Hours	Budget Total
Health Benefits estimated thru Feb. 2022	\$ 0.48	4,613,743	\$ 2,214,597
Health Benefits Estimated Mar-Jun 2022	\$ 0.66	2,447,006	\$ 1,615,024
Health Benefits (Co-Pays)			\$ 92,500
COBRA			\$ 30,000
Total Budget For This Period:		7,060,749	\$ 3,952,121

Program Budget - FY 22/23

July 1, 2022 through June 30, 2023

	Hourly Rate	Projected Service Hours	Budget Total
Health Benefits	\$ 0.66	7,372,864	\$ 4,866,090
Health Benefits (Co-Pays)			\$ 131,575
COBRA			\$ 30,000
Total Budget For This Period:		7,372,864	\$ 5,027,665

TOTAL BUDGET SHALL NOT EXCEED	\$8,979,786
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