

ORIGINAL

COUNTY OF MONTEREY

AMENDMENT #3 to AGREEMENT #A-11489

Central California Alliance for Health

This Amendment 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").

The Amendment modifies the agreement for health plan benefits for In-Home Supportive Services providers, between the parties executed on June 23, 2011, and as amended on June 26, 2012, and as amended on August 28, 2012, (hereinafter, "Original Agreement") **by extending the term of the agreement through June 30, 2014 and adding \$2,868,106 for the period July 1, 2013 to June 30, 2014, increasing the total contract amount to \$7,517,419.** Therefore, the parties agree:

1. Section 1 of the Original Agreement is amended to read as follows:

1. SERVICES TO BE PROVIDED: The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AAA**, in conformity with the terms of this Agreement. The services are generally described as follows: Provide health plan benefits for In-Home Support Services (IHSS) providers.

2. Section 2 of the Original Agreement is amended to read as follows:

2. PAYMENTS BY COUNTY: COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AAA**, 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 **\$7,517,419.**

3. Section 3 of the Original Agreement is amended to read as follows:

3. TERM OF AGREEMENT: The term of this Agreement is from July 1, 2011 to **June 30, 2014**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County, and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. Section 4 of the Original Agreement is amended to read as follows:

4. ADDITIONAL PROVISIONS/EXHIBITS: The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit AAA	Scope of Services/Payment Provisions
Exhibit A-I	Group Agreement
Exhibit A-I-A	Terms and Conditions
Exhibit AAA-I-B	Premium Schedule
Exhibit A-I-C	Contract Holder's Obligations Under COBRA and CAL-COBRA
Exhibit A-I-D	Contract Holder's Obligations Under HIPAA
Exhibit AA-I-E	Alliance Care IHSS Health Plan Member Handbook
Exhibit B	DSES Additional Provisions
Exhibit CCCC	Program Budget FY 2013-14
Exhibit D	Elder Abuse Reporting Certification
Exhibit E	Business Associate Agreement
Exhibit F	Sample Invoice

5. Sections 1.02 and 2.01 of Exhibit B of the Original Agreement are amended to read as follows:

1.02 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 the budget, attached hereto as **Exhibit CCCC**. Only the costs listed in **Exhibit CCCC** 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

2.01 Outcome objectives and performance standards: CONTRACTOR shall, for the entire term of this Agreement, provide the service outcomes set forth in **Exhibits AAA** and A-I. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibits AAA** and A-I 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.

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6. Exhibits AA, AA-I-B, A-I-E, and CCC of the Original Agreement are rescinded, and replaced by Exhibits AAA, AAA-I-B, AA-I-E and CCCC, attached.

Subject to the foregoing amendment, all other terms and conditions of the Original Agreement shall remain in full force and effect.

If there is any conflict or inconsistency between provisions of this amendment and the Original Agreement, the provisions of this amendment shall control in all aspects.

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

COUNTY OF MONTEREY:

By: *Fred Amb*
Chair, Board of Supervisors

Date: 6/25/2013

CONTRACTOR:

Central California Alliance for Health

By: *Jane Parker*
Chair, President, Vice-Pres.

Jane Parker, Chair
Print Name and Title

Date: 6-3-13

Approved as to Form:

J. Michael Morgan
Senior Deputy County Counsel

Date: 06-10-2013

By: *Patti McFarland*
Secretary, CFO, Treasurer

Patti McFarland, CFO
Print Name and Title

Date: 6/4/13

Approved as to Fiscal Provisions:

[Signature]
Auditor-Controller's Office

Date: 6-1-13

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH

SCOPE OF SERVICES/PAYMENT PROVISIONS

July 1, 2011 to **June 30, 2014**

I. CONTACT INFORMATION

Contractor Name: Central California Alliance for Health

Contact Person: Alan McKay
1600 Green Hills Road, Suite 101
Scotts Valley, CA 95066
Executive Director
Phone: (831) 430-5500

County Contract Manager: **Robert Taniguchi, Deputy Director**
1000 South Main Street, Suite 306
Salinas, CA 93901
Phone: (831) 755-4470
taniguchirk@co.monterey.ca.us

1. Exhibit A-I of the Contract between Monterey County and the Central California Alliance for Health is for the provision of health plan benefits for In-Home Supportive Services providers.
2. Notwithstanding Section 15.17 of County of Monterey Agreement for Professional Services (more than \$100,000), in the event of any conflict or inconsistency between the provisions of Exhibit A-I 'Group Agreement' and other attachment or exhibit, including, but not limited to the County of Monterey Agreement for Professional Services (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 AAA through A-I, attached.

III. PAYMENT PROVISIONS

COUNTY shall reimburse CONTRACTOR a total amount not to exceed **\$7,517,419** for the period July 1, 2011 to **June 30, 2014**.

ATTACHMENT AAA-I-B

**PREMIUM SCHEDULE
(July 1, 2011 – June 30, 2014)**

Premium\$500/per member/per month

Central California Alliance for Health

Program Budget

Agreement A-11489, Amendment # 3

July 1, 2011 through June 30, 2012

	<u>Hourly Rate</u>	<u>Projected Service Hours</u>	<u>2011-12 Budget Total</u>
Health Plan Benefits	\$0.60	3,312,500	\$ 1,987,500.00

July 1, 2012 through June 30, 2013

	<u>Hourly Rate</u>	<u>Projected Service Hours</u>	<u>2012-13 Budget Total</u>
Health Plan Benefits	\$0.69	3,840,308	\$ 2,649,813.00
Cobra's			\$ <u>12,000.00</u>
			\$2,661,813.00

July 1, 2013 through June 30, 2014

	<u>Hourly Rate</u>	<u>Projected Service Hours</u>	<u>2013-14 Budget Total</u>
Health Plan Benefits	\$0.69	4,121,893	\$ 2,844,106.00
Cobra's			\$ <u>24,000.00</u>
			\$2,868,106.00

Total funding for the period July 1, 2011 through June 30, 2014 shall not exceed seven million, five hundred seventeen thousand, four hundred and nineteen dollars (\$7,517,419).