ORIGINAL

COUNTY OF MONTEREY

AMENDMENT #4 TO AGREEMENT #A-12933

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").

This Amendment modifies the agreement for the provision of health plan benefits for In-Home Supportive Services (IHSS) providers between the parties executed on July 7, 2015,and amended on October 13, 2015, June 28, 2016, and May 30, 2017 (hereinafter, "Original Agreement ") **by adding $2,524,165, effective June 19, 2018, increasing the total funding to $8,928,683, and extending the term of the agreement through June 30, 2019.** Therefore, the parties agree:

1. Section 1.0 GENERAL DESCRIPTION of the Original Agreement is amended to read as follows:
   1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A5** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows: Provide health plan benefits for In-Home Supportive Services providers.

2. Section 2.0 PAYMENT PROVISIONS of the Original Agreement is amended to read as follows:
   2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A5**, 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 **$8,928,683.00**.

3. Section 3.0 TERM OF AGREEMENT of the Original Agreement is amended to read as follows:
   3.01 The term of this Agreement is from July 1, 2015 to **June 30, 2019**, 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 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS of the Original Agreement is amended to read as follows:

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A5	**Scope of Services/Payment Provisions**	
Exhibit A5-I	**Group Agreement**	
	Attachment AAA-I-A	**Terms and Conditions**
	Attachment AAAA-I-B	**Premium Schedule**
	Attachment A-I-C	Contract Holder's Obligations Under COBRA and CAL-COBRA
	Attachment A-I-D	Contract Holder's Obligations Under HIPAA
	Attachment AA-I-E	**Alliance Care IHSS Health Plan Member Handbook**
Exhibit B	DSS Additional Provisions	
Exhibit C4	**Program Budget**	
Exhibit D	Elder Abuse Reporting Certification	
Exhibit E	HIPAA Certification	

5. Sections 1.01, 1.03 and 2.01 of Exhibit B of the Original Agreement are amended to read as follows:

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

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 C4**. Only the costs listed in **Exhibit C4** 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 **Exhibit A5**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A5**, 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.

5. Exhibits AAAA, AAAA-I, AA-I-A, AAA-I-B and C-3 of the Original Agreement are rescinded, and replaced by **Exhibits A5, A5-I, AAA-I-A, AAAA-I-B, AA-I-E, and C4,** attached.

If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended.

Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

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

COUNTY OF MONTEREY:

By: _____
Chair, Board of Supervisors

Date: _____

Approved as to Form:

_____
Deputy County Counsel

Date: 5.31.18

Approved as to Fiscal Provisions:

_____
Auditor-Controller's Office

Date: 6.1.18

CONTRACTOR:
Central California Alliance for Health

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

Chairperson
(Print Name & Title)

Date: 5/25/18

By: _____
(Secretary, CFO, Treasurer)

Lisa Ba, CFO
(Print Name and Title)

Date: 5/30/18

EXHIBIT A5

SCOPE OF SERVICES/PAYMENT PROVISIONS

Central California Alliance for Health
July 1, 2015 - June 30, 2019

I. CONTACT INFORMATION

For Contractor:

Stephanie Sonnenshine, Chief Executive Director
1600 Green Hills Road, Suite 101
Scotts Valley, CA 95066
Phone: (831) 430-5500

For County:

Bertha Gonzalez, MA II
1000 S. Main Street, Suite 211C
Salinas, CA 93901
Phone: (831) 755-4904
Fax: (831) 757-9226
gonzalezb@co.monterey.ca.us

1. **Exhibit A5-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.

2. 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 A5-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 A5-I** shall prevail and control.

II. SERVICES/PROGRAMS TO BE ADMINISTERED BY CONTRACTOR

CONTRACTOR shall provide the services outlined in **Exhibits A5** through **A5-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 (5^{th}) of the month for IHSS Providers enrolled in the health plan, per **Exhibit AAAA-I-B**.

COUNTY shall reimburse CONTRACTOR a total amount not to exceed **eight million, nine hundred twenty eight thousand six hundred eighty three dollars ($8,928,683)** for the period July 1, 2015 through **June 30, 2019,** as described in **Exhibit C4.**

EXHIBIT A5-I

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, 2017.

Product Name: Alliance Care IHSS

Attachment AAA-I-A	**Terms and Conditions**
Attachment AAAA-I-B	**Premium Schedule**
Attachment A-I-C	Contract Holder's Obligations Under COBRA and CAL-COBRA
Attachment A-I-D	Contract Holder's Obligations Under HIPAA
Attachment AA-I-E	**Alliance Care IHSS Health Plan Member Handbook**

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, 2015

Monterey County
Board of Supervisors

_____
Signature of Chair
Name_____

Date

Santa Cruz – Monterey – Merced
Managed Medical Care
Commission

_____
Signature of Chair
Ryan Coonerty

Date 5/25/18

TABLE OF CONTENTS

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 AAAA-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 sixty-one (61) days written notice to Contract Holder as follows:

3.1.1.1 upon parties written agreement to amend Attachment **AAAA-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.

3.5 Non-payment of Premium

3.5.1 If the Premiums are not paid by the Premium due date, PLAN will require the Contract Holder to pay interest on the overdue amount at 1 1/2% for each month overdue, not to exceed 10% of the total amount due, commencing on the first day after the expiration of the grace period.

SECTION IV
TERM AND TERMINATION

4.0 Effective Date

This agreement shall become effective on July 1, 2015.

4.1 Term

The term of this Agreement is July 1, 2015 through **June 30, 2019**.

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 211
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 other party commits fraud or intentionally furnishes incorrect or incomplete material information to the noticing party.

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.

A Contracting Provider's participation may be terminated at any time without advance notice to the Contract Holder or Members.

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 Material Misstatements 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 AAAA-I-B

PREMIUM SCHEDULE
(July 1, 2015 – **June 30, 2019**)

July 1, 2017 – **June 30, 2019** Premium .....$353/per member/per month

July 1, 2015 – June 30, 2017 Premium.....$309/per member/per month

Central California Alliance for Health
Program Budget
Agreement #A-12933, Amendment # 4

July 1, 2015 through June 30, 2016

	Hourly Rate	Projected Service Hours	Budget Total
Health Benefits	$ 0.44	4,467,000	$ 1,965,480
COBRA			$ 5,000.00
Total Estimated Budget For This Period:			$ 1,970,480.00

July 1, 2016 through June 30, 2017

	Hourly Rate	Projected Service Hours	Budget Total
Health Benefits	$ 0.44	4,567,177	$ 2,149,269.00
COBRA			$ 11,124.00
Total Estimated Budget For This Period:			$ 2,160,393.00

*Note: Increasing FY 16/17 by $145,835, effective June 1, 2017

July 1, 2017 through June 30, 2018

	Hourly Rate	Projected Service Hours	Budget Total
Health Benefits	$ 0.44	**5,256,854**	**$ 2,313,016.00**
COBRA			**$ 15,000.00**
Total Estimated Budget For This Period:			$ 2,328,016.00

July 1, 2018 through June 30, 2019

	Hourly Rate	Projected Service Hours	Budget Total
Health Benefits	**$ 0.44**	**5,698,102**	**$ 2,507,165.00**
COBRA			**$ 17,000.00**
Total Estimated Budget For This Period:			**$ 2,524,165.00**
		GRAND-TOTAL	**$ 8,983,054.00**

Total funding for the period July 1, 2015 through June 30, **2019** shall not exceed: **Eight million, nine hundred eighty-three thousand, and fifty-four dollars ($8,983,054).**