

# COUNTY OF MONTEREY

## AMENDMENT #2 TO AGREEMENT #5010-19445

### 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").

**WHEREAS**, This Amendment modifies the agreement for the provision of health plan benefits for In-Home Supportive Services providers between the parties originally executed on June 18, 2019, (hereinafter, "Original Agreement") **by adding \$278,165 for FY 2019-20, effective May 1, 2020, to increase the amount of health insurance premiums, for the period July 1, 2019 thru June 30, 2020, increasing the total contract amount to \$3,059,818.** 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 AA** 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 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 **\$3,059,818.**
  
3. 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:

<b>Exhibit AA</b>	<b>Scope of Services/Payment Provisions</b>
Exhibit AA-I	Group Agreement
Attachment A-I-A	Terms and Conditions
Attachment A-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

Attachment A-I-E	HIPAA
Exhibit B	Alliance Care IHSS Health Plan Member Handbook
<b>Exhibit C-1</b>	DSS Additional Provisions
Exhibit D	<b>Program Budget</b>
Exhibit E	Elder Abuse Reporting Certification
	HIPAA Certification

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

**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 C-1**. Only the costs listed in **Exhibit C-1** 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 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.

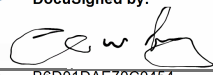
7. Exhibits A, and C of the Original Agreement are rescinded, and replaced by **Exhibits AA and C-1**, attached.

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:**

DocuSigned by:  
By:   
B6D01DAE70C0454...

Chair, Board of Supervisors

Date: 5/14/2020 | 9:49 AM PDT

**Approved as to Form:**

DocuSigned by:  
By: *Anne Breton, County Counsel Monterey County*  
07025F3AA36B4A4...

Deputy County Counsel

Date: 5/11/2020 | 10:37 AM PDT

**Approved as to Fiscal Provisions:**

DocuSigned by:  
By: *Burcu Mousa*  
811C333503B9474...

Auditor-Controller's Office

Date: 5/12/2020 | 8:58 AM PDT

**CONTRACTOR:**

**Central California Alliance for Health**

DocuSigned by:  
By:   
A992F1DA9B06448...

(Chair, President, Vice-President)

\_\_\_\_\_  
(Print Name & Title)

Date: 5/7/2020 | 8:22 AM PDT

DocuSigned by:  
By: *Lisa Ba, CCAH CFO*  
65F0C166120442A...

(Secretary, CFO, Treasurer)

\_\_\_\_\_  
(Print Name and Title)

Date: 5/8/2020 | 7:12 PM PDT

**SCOPE OF SERVICES/PAYMENT PROVISIONS**  
**Central California Alliance for Health**

*June 18, 2019 - June 30, 2020*

**I. CONTACT INFORMATION**

For Contractor: Stephanie Sonnenshine, Chief Executive Director  
1600 Green Hills Road, Suite 101  
Scotts Valley, CA 95066  
Phone: (831) 430-5500  
Fax: (831) 430-5882

For County: Emily Nicholl, Program Manager  
1000 S. Main Street, Suite 211C  
Salinas, CA 93901  
Phone: (831) 755-4720  
Fax: (831) 757-9226  
[nicholle@co.monterey.ca.us](mailto:nicholle@co.monterey.ca.us)

1. **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.
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 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 A-I**.

**IV. 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<sup>th</sup>) of the month for IHSS Providers enrolled in the health plan per **Exhibit A-I-B**.

COUNTY shall reimburse CONTRACTOR a total amount not to exceed **three million, fifty-nine thousand, eight hundred and eighteen dollars (\$3,059,818.00)** for the period June 18, 2019 through June 30, 2020 for Health Benefits for the period of July 1, 2019 through June 30, 2020, as described in **Exhibit C-1**.

**PROGRAM BUDGET****Central California Alliance for Health  
Health Plan Benefits**

	<u>Hourly Rate</u>	<u>Projected Service Hours</u>	<u>Budget Total</u>
FY 2019-20	\$ 0.44	6,283,302	\$2,764,653
<b>Additional Health Insurance</b>			<b>\$259,694</b>
<b>COBRA</b>			<b>\$35,471</b>
<b>Estimated Total for Fiscal Year 2019-20</b>			<b>\$3,059,818</b>



# Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

## Board Order

### Agreement No. A-14342

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Jane Parker to:

a. Approve and authorize the Chair of the Board of Supervisors to sign an agreement with the Central California Alliance for Health for \$2,781,653 to provide health plan benefits for eligible In-Home Supportive Services providers for the period June 18, 2019 to June 30, 2020, including the non-standard Termination provision in Exhibit A-I, Sections 4.0 through 5.1, and non-standard Mutual Indemnification provisions in Exhibit A-I, Sections 9.14 and 9.15; and b. Authorize the Chair of the Board of Supervisors to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$278,165) of the original contract amount, and do not significantly change the scope of work.

PASSED AND ADOPTED on this 11th day of June 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Lopez, Parker and Adams  
NOES: None  
ABSENT: Supervisor Phillips

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 11, 2019.

Dated: June 11, 2019  
File ID: A 19-186  
Agenda Item No.: 43

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

Valerie Ralph, Clerk of the Board

## Certificate Of Completion

Envelope Id: E069F4A17DB948AB9FBD6C0A5810DF02	Status: Delivered
Subject: CCAH Amendment #2 Complete	
Source Envelope: A2DC27BFCC1643E283F6BBB574E828EA	
Document Pages: 6	Signatures: 0
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Wes Morrill
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	morrillrw@co.monterey.ca.us
	IP Address: 192.92.176.114

## Record Tracking

Status: Original	Holder: Wes Morrill	Location: DocuSign
5/14/2020 9:59:16 AM	morrillrw@co.monterey.ca.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Social Services	Location: DocuSign

## Signer Events

Signature	Timestamp
Becky Cromer, DSS Finance cromerbl@co.monterey.ca.us County of Monterey Security Level: Email, Account Authentication (None)	Sent: 5/14/2020 10:01:44 AM Viewed: 5/14/2020 12:08:16 PM

### Electronic Record and Signature Disclosure:

Accepted: 5/6/2020 5:40:51 PM  
ID: 865bb7c0-8667-48ee-ac6b-c56c3339027a

## In Person Signer Events

Signature

Timestamp

## Editor Delivery Events

Status

Timestamp

## Agent Delivery Events

Status

Timestamp

## Intermediary Delivery Events

Status

Timestamp

## Certified Delivery Events

Status

Timestamp

## Carbon Copy Events

Status

Timestamp

## Witness Events

Signature

Timestamp

## Notary Events

Signature

Timestamp

## Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	5/14/2020 10:01:44 AM
Certified Delivered	Security Checked	5/14/2020 12:08:16 PM

## Payment Events

Status

Timestamps

## Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Social Services:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [urenael@co.monterey.ca.us](mailto:urenael@co.monterey.ca.us)

### **To advise Social Services of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [urenael@co.monterey.ca.us](mailto:urenael@co.monterey.ca.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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### **To request paper copies from Social Services**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [urenael@co.monterey.ca.us](mailto:urenael@co.monterey.ca.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Social Services**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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- ii. send us an email to [urenae1@co.monterey.ca.us](mailto:urenae1@co.monterey.ca.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- Until or unless you notify Social Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Social Services during the course of your relationship with Social Services.