



## Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Board Order

#### Agreement No.: A-12933

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

Approved and authorized the Chair of the Board of Supervisors to sign Amendment #2 retroactively with the Central California Alliance for Health by adding \$175,940 for FY 2015/16, effective June 15, 2016, and adding \$2,014,558 to extend services for the period July 1, 2016 through June 30, 2017, increasing the total contract amount to \$3,985,038, and extending the term of the agreement through June 30, 2017.

PASSED AND ADOPTED on this 28<sup>th</sup> day of June 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas and Parker

NOES: None

ABSENT: Supervisor Potter

I, Gail T. Borkowski, 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 79 for the meeting on June 28, 2016.

Dated: July 6, 2016  
File ID: 16-785

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Denise Hancock  
Deputy

# COUNTY OF MONTEREY

**ORIGINAL**

## AMENDMENT #2 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, (hereinafter, "Original Agreement ") **by adding \$175,940 for FY 2015/16, effective June 15, 2016, due to an increase in provider benefit hours, and adding \$2,014,558 for the period July 1, 2016 – June 30, 2017, increasing the total contract amount to \$3,985,038; and extending the term of the agreement through June 30, 2017.** 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 AAA** 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 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 **\$3,985,038**.
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, 2017**, 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:

|                          |   |
|--------------------------|---|
| <b>Exhibit AAA</b>       | <b>Scope of Services/Payment Provisions</b>             |
| <b>Exhibit AAA-I</b>     | <b>Group Agreement</b>                                  |
| Attachment AA-I-A        | Terms and Conditions                                    |
| <b>Attachment AA-I-B</b> | <b>Premium Schedule</b>                                 |
| Attachment A-I-C         | Contract Holder's Obligations Under COBRA and CAL-COBRA |
| Attachment A-I-D         | Contract Holder's Obligations Under HIPAA               |
| Attachment A-I-E         | Alliance Care IHSS Health Plan Member Handbook          |
| Exhibit B                | DSS Additional Provisions                               |
| <b>Exhibit C-2</b>       | <b>Program Budget</b>                                   |
| Exhibit D                | Elder Abuse Reporting Certification                     |
| Exhibit E                | HIPAA Certification                                     |

5. Section IV, TERM AND TERMINATION, of Attachment AA-I-A of the Original Agreement is amended to read as follows:

4.1 TERM

The term of this Agreement is July 1, 2015 through **June 30, 2017**.

6. 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 **AA-I-B**, Premium Schedule, by the first (1<sup>st</sup>) of each month, but no later than the fifth (5<sup>th</sup>) 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 C-2**. Only the costs listed in **Exhibit C-2** 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 AAA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AAA**, 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 AA, AA-I, A-I-B, and C of the Original Agreement are rescinded, and replaced by Exhibits AAA, AAA-I, AA-I-B and C-2, 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: *James Barker*  
Chair, Board of Supervisors

Date: 6-28-16

**Approved as to Form:**

*[Signature]*  
Deputy County Counsel

Date: 6/9/16

**Approved as to Fiscal Provisions:**

*Donnelly*  
Auditor-Controller's Office

Date: 6/13/16

**CONTRACTOR:**

**Central California Alliance for Health**

By: *Lakshmi*  
(Chair, President, Vice-President)

*KATHERINE GRASSI, CHAIR*  
(Print Name & Title)

Date: 5-27-16

By: *Barry*  
(Secretary, CFO, Treasurer)

*Barry Starck, CFO*  
(Print Name and Title)

Date: 5/13/16

**SCOPE OF SERVICES/PAYMENT PROVISIONS**

**Central California Alliance for Health**

*July 1, 2015 - June 30, 2017*

**I. CONTACT INFORMATION**

For Contractor: Alan McKay, Chief Executive Officer  
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](mailto:gonzalezb@co.monterey.ca.us)

1. **Exhibit AAA-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 AAA-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 AAA-I** shall prevail and control.

**II. SERVICES/PROGRAMS TO BE ADMINISTERED BY CONTRACTOR**

CONTRACTOR shall provide the services outlined in **Exhibits AAA through AAA-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<sup>th</sup>) of the month for IHSS Providers enrolled in the health plan, per **Exhibit AA-I-B**.

COUNTY shall reimburse CONTRACTOR a total amount not to exceed **\$3,985,038** for the period July 1, 2015 through **June 30, 2017**, as described in **Exhibit C-2**, attached.

**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 1<sup>st</sup> day of July, 2015.

Product Name: Alliance Care IHSS

- Attachment AA-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, 2015

Monterey County  
Board of Supervisors

\_\_\_\_\_  
Signature of Chair  
Name \_\_\_\_\_

Date:

Santa Cruz – Monterey – Merced  
Managed Medical Care  
Commission

  
\_\_\_\_\_  
Signature of Chair  
Kathleen Grassi

Date:

**ATTACHMENT AA-I-B**

**PREMIUM SCHEDULE  
(July 1, 2015 – June 30, 2017)**

Premium .....\$309/per member/per month

**Central California Alliance for Health  
Program Budget  
Agreement #A-12933, Amendment #2**

July 1, 2015 through June 30, 2016

|                                       | Hourly Rate | Projected<br>Service<br>Hours | Budget Total           |
|---------------------------------------|-------------|-------------------------------|------------------------|
| Health Benefits                       | \$ 0.44     | 4,467,000                     | \$ 1,965,480           |
| COBRA                                 |             |                               | \$ 5,000.00            |
| <b>Total Budget Shall Not Exceed:</b> |             |                               | <b>\$ 1,970,480.00</b> |

July 1, 2016 through June 30, 2017

|                                       | Hourly Rate | Projected<br>Service<br>Hours | Budget Total           |
|---------------------------------------|-------------|-------------------------------|------------------------|
| Health Benefits                       | \$ 0.44     | 4,567,177                     | \$ 2,009,558.00        |
| COBRA                                 |             |                               | \$ 5,000.00            |
| <b>Total Budget Shall Not Exceed:</b> |             |                               | <b>\$ 2,014,558.00</b> |

Total funding for the period July 1, 2015 through **June 30, 2017** shall not exceed **Three million, nine hundred eighty-five thousand, and thirty-eight dollars (\$3,985,038).**