

**AMENDMENT NO. 1 TO AGREEMENT NO. A-14565 BY AND BETWEEN
COUNTY OF MONTEREY & PACIFIC HEALTH ALLIANCE**

THIS AMENDMENT is made to the AGREEMENT for the provision of Dental Plan services and Third-Party Administration by and between **PACIFIC HEALTH ALLIANCE**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to remove some services and to extend the term of the AGREEMENT.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 2.0 “SCOPE OF SERVICES” shall be amended by removing all sub-sections, except sub-sections 2.2 and 2.3, which provide:
 - 2.2 CONTRACTOR shall maintain a preferred provider network for use by the County plan.
 - 2.2.1 CONTRACTOR shall be responsible for maintaining agreements with preferred providers to include providing Contracting Providers with instructions regarding their compliance with administrative, billing, and accounting procedures required by County.
 - 2.2.2 CONTRACTOR shall be responsible for recruiting of new Contracting Providers used by enrollees to establish contractual relationships to include determination that provider meets established standards.
 - 2.2.3 CONTRACTOR shall make provider directory available to enrollees.
 - 2.3 CONTRACTOR shall establish Provider Reimbursement Rates for Contracting Providers and Non-Providers.
 - 2.3.1 CONTRACTOR shall be responsible for establishing the Uniform, Customary and Reasonable (UCR) fees to be utilized in setting reimbursement rates.
 - 2.3.2 CONTRACTOR shall utilize local data (County of Monterey) for establishing UCR fees. UCR fees will be subject to annual review and possible adjustment. Negotiations with providers to increase the UCR will not result in rates that exceed the Bay Area CPI.
2. Section 3.0 “TERM OF AGREEMENT”, sub-section 3.1 shall be amended by removing, *“The term of this AGREEMENT is from January 1, 2020 through and including December 31, 2024, with the option to extend this AGREEMENT for three (3) additional one (1)-year periods.”* and replacing it with, *“The term of this AGREEMENT is from January 1, 2020 through and including June 30, 2027.”*

3. Section 4.0 “COMPENSATION AND PAYMENTS”, sub-section 4.1 shall be amended by removing, “*It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the payment provisions attached hereto as EXHIBIT B – COST SUMMARY.*” and replacing it with, “*It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the payment provisions attached hereto as EXHIBIT B1 – COST SUMMARY.*”
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on November 26, 2019.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: _____
Signature of Chair, President, or
Vice-President

Dated: _____

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: _____

Deputy Auditor/Controller

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated: _____

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated: _____

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT B1 – COST SUMMARY

The County agrees to the terms set forth in this AGREEMENT to pay CONTRACTOR the following fees:

DENTAL PLAN

Dental Plan Network Access Fee

- July 1, 2024 through June 30, 2025: \$12,000 per month.
- July 1, 2025 through June 30, 2026: \$13,000 per month.
- July 1, 2026 through June 30, 2027: \$14,000 per month.