

**AMENDMENT #2
TO AGREEMENT No. A-12022 BY AND BETWEEN
COUNTY OF MONTEREY & PACIFIC HEALTH ALLIANCE (PHA)**

WHEREAS, PACIFIC HEALTH ALLIANCE (PHA), hereinafter “CONTRACTOR”, and the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, previously entered into an agreement dated June 1, 2011 for the provision of DENTAL PLAN BENEFITS and THIRD PARTY ADMINISTRATION for THE COUNTY OF MONTEREY’S self-insured dental program; and

WHEREAS, on December 29, 2015 the COUNTY and CONTRACTOR entered into AMENDMENT No. 1 for the term January 1, 2016 - December 31, 2016; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT to extend to December 31, 2017 to reflect the County’s exercise of the option to extend the AGREEMENT for one (1) of two (2) additional one (1) year periods; and

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

1. **“TERM OF AGREEMENT”**, shall be amended by removing “The initial term of this Agreement is through and including December 31, 2015. County and CONTRACTOR agree to exercise the option to extend the AGREEMENT to **December 31, 2016**, unless sooner terminated pursuant to the terms of this agreement” **and replacing it with** “The term of this Agreement is extended through December 31, 2017, with the option to extend the AGREEMENT for one (1) additional; one (1) year period, unless sooner terminated pursuant to the terms of this agreement”.
2. **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.
3. A copy of this AMENDMENT #2 shall be attached to the original AGREEMENT dated June 1, 2011.

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

MONTEREY COUNTY

For W. J. S.
Contracts/Purchasing Officer

*W. J. S. Skinner
Deputy Purchasing Agent
County of Monterey*

CONTRACTOR

By: [Signature]
Signature of Chair, President, or
Vice-President

Dated: 12/23/14

LAURENCE CHASE
Printed Name and Title

Approved as to Fiscal Provisions:
[Signature]
Deputy Auditor/Controller

Dated: 12/21/14

Dated: 12/23/14

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

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated:

Dated:

Approved as to Form:
[Signature]
Deputy County Counsel

Dated: 12/23/14

*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.

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

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: *Lawrence Cappel*
Signature of Chair, President, or
Vice-President

Dated: _____

Lawrence Cappel, President and CEO
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 12/23/16

Deputy Auditor/Controller

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

Dated: _____

Alison Miller, Executive V.P. of Operations
Printed Name and Title

Approved as to Liability Provisions:

Dated: 12/23/16

Risk Management

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.