AGREEMENT ROUTING FORM

For all County Agreements & Amendments

Date: June 4, 2012.

Vendor Name: Central California Alliance for Health, Amendment #1

Title/Brief Descr of Agreement: IHSS Providers Health Plan

Originating Dept. Name: DSES

Dept. Contact Person WITH phone # or extension: Makenze x1590

This Agreement or Amendment requires Board Approval: YES

MYA DETAILS (for the purchase order process)			
NEW AGREEMENTS:	AMENDMENTS:		
Department #	If you are amending an agreement		
Unit#	which had a start date of May 2011 or later, please enter the MYA number		
	below.		
Commodity Code(s)	MYA#		
Other Instructions:	Other Instructions:		
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Approval Guidelines for All Agreements:

When using County boilerplate Agreement and PSA:

Route to vendor first for signature unless there have been line-outs made to the boilerplate wording. Line outs should be approved by County Counsel first.

When using non-standard Agreement:

Departments are required to obtain County Counsel's signature prior to obtaining the vendor's signature for any agreement that does **not** utilize a pre-approved boilerplate document.

Eac	h Approving Authority is re		orward the Service Contract to the n r listed herein. Thank you.	ext Approving Authority in
	Approving Authority:	Approval Initials	Comments:	Date Reviewed
1st	County Counsel (necessary)			616
2nd	Risk Management	N/A		
3rd	Auditor-Controller (necessary)			616
4th	Contracts/Purchasing (REVIEW ONLY for Board Process)	18		6-7-1
YES	Return to Originating Department	Λ'		

^{*} In the event that one of the approving authorities has an issue with an agreement or its supporting documentation and will not sign, the agreement shall be returned immediately to the originating department's key contact person identified herein along with a brief written explanation regarding the issue. Once that issue is corrected, the department shall resume the routing process again by sending the agreement directly to the approving authority who originally withheld approval. The original Routing Form shall still be utilized (a new Routing Form should not be created).

MYA #:	(to be a	ssianed b	v Contracts/	(Purchasing)

COUNTY OF MONTEREY

AMENDMENT #1 TO AGREEMENT #A-11489



ORIGINAL

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 providers, between the parties executed on June 23, 2011, (hereinafter, "Original Agreement") by adding \$31,020 for the period July 1, 2011 to June 30, 2012 to accommodate an increase in provider service hours, increasing the total contract amount to \$1,987,500. Therefore, the parties agree:

- 1. Section 2 of the Original Agreement is amended to read as follows:
 - **2. PAYMENTS BY COUNTY:** COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, 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 \$1,987,500.
- 2. Section 4 of the Original Agreement is amended to read as follows:
 - **4. ADDITIONAL PROVISIONS/EXHIBITS:** The following attached exhibits are incorporated herein by reference and constitute a part of this agreement:

Exhibit A	Scope of Serv	vices/Payment Provisions
Exhib	oit A-I	Group Agreement
Exhib	oit A-I-A	Terms and Conditions
Exhib	oit A-I-B	Premium Schedule
Exhib	oit A-I-C	Contract Holder's Obligations Under
		COBRA and CAL-COBRA
Exhib	oit A-I-D	Contract Holder's Obligations Under
		HIPAA
Exhib	oit A-I-E	Alliance Care IHSS Health Plan Member
		Handbook
Exhibit B	DSES	Additional Provisions
Exhibit CC	Progr	ram Budget FY 2011-12
Exhibit D	Elder	Abuse Reporting Certification
Exhibit E	Busin	ess Associate Agreement
Exhibit F	Samp	le Invoice

- 3. Section III of Exhibit A of the Original Agreement is amended to read as follows:
 - **III. PAYMENT PROVISIONS**: COUNTY shall reimburse CONTRACTOR a total amount not to exceed \$1,987,500 for the period July 1, 2011 to June 30, 2012.

- **4.** Section 1.02 of Exhibit B of the Original Agreement is amended to read as follows:
 - 1.02 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 the budget, attached hereto as **Exhibit CC**. Only the costs listed in **Exhibit CC** 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
- 5. Exhibit C of the Original Agreement is rescinded and replaced by Exhibit CC, attached.

Subject to the foregoing amendment, all other terms and conditions of the Original Agreement shall remain in full force and effect.

If there is any conflict or inconsistency between provisions of this amendment and the Original Agreement, the provisions of this amendment shall control in all respects.

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

Central California Alliance for Health Amendment #1 to Agreement #A-11489

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COUNTY OF MONTEREY:	CONTRACTOR: Central California Alliance for Health
By: Dave Potter Chair, Board of Supervisors	By: MBMMU (Chair, President, Vice-President)
Date:	(Print Name & Title)
	Date: <u>5:23-12</u>
Approved as to Form: Deputy County Counsel Date: 6-24-12 Approved as to Fiscal Provisions:	By: PAULS (Secretary, CFO, Treasurer) Pathi MCTAVANA CTO (Print Name and Title) Date: 5/23/12
Auditor-Controller's Office	

Program BUDGET

Central California Alliance for Health FY 2011-12

	Projected				
	Ηοι	urly Rate	Service Hours		Budget Total
Health Plan Benefits	\$	0.60	3,312,500.00	\$	1,987,500.00
Funding for FY 2011-12			not to exceed:	\$	1,987,500.00

Projected Service Hours and funds available will be determined at the beginning of each contract year.