

COUNTY OF MONTEREY

ORIGINAL

AMENDMENT #2 TO AGREEMENT #A-11489

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 providers, between the parties executed on June 23, 2011, and as amended on June 26, 2012, (hereinafter, "Original Agreement ") by adding \$2,661,813 for the period July 1, 2012 to June 30, 2013 for premiums in the second year of the agreement, increasing the total contract amount to \$4,649,313.

Therefore, the parties agree:

1. Section 1 of the Original Agreement is amended to read as follows:

1. SERVICES TO BE PROVIDED: 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 services are generally described as follows: Provide health plan benefits for In-Home Supportive Services providers.

2. 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 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 \$4,649,313.

3. 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:

<b>Exhibit AA</b>	<b>Scope of Services/Payment Provisions</b>
Exhibit A-I	Group Agreement
Exhibit A-I-A	Terms and Conditions
<b>Exhibit AA-I-B</b>	<b>Premium Schedule</b>
Exhibit A-I-C	Contract Holder's Obligations Under COBRA and CAL-COBRA
Exhibit A-I-D	Contract Holder's Obligations Under HIPAA
Exhibit A-I-E	Alliance Care IHSS Health Plan Member Handbook
Exhibit B	DSES Additional Provisions
<b>Exhibit CCC</b>	<b>Program Budgets</b>
Exhibit D	Elder Abuse Reporting Certification
Exhibit E	Business Associate Agreement
Exhibit F	Sample Invoice

4. Sections 1.02 and 2.01 of Exhibit B of the Original Agreement are 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 CCC**. Only the costs listed in **Exhibit CCC** 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 **Exhibits AA and A-I**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibits AA and A-I** 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.

5. Exhibits **A, A-I-B** and **CC** of the Original Agreement are rescinded, and replaced by Exhibits **AA, AA-I-B** and **CCC**, attached.

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

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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:

**COUNTY OF MONTEREY:**

By: \_\_\_\_\_  
Dave Potter  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**CONTRACTOR:**

**Central California Alliance for Health**

By: Jane Parker  
(Chair, President, Vice-President)

Jane Parker, Chair  
(Print Name & Title)

Date: 8-15-12

**Approved as to Form:**

J. Michael Morgan  
Senior Deputy County Counsel

Date: 08-15-2012

By: [Signature]  
(Secretary, CFO, Treasurer)

Patti McFarland  
(Print Name and Title)

Date: 8/15/12

**Approved as to Fiscal Provisions:**

[Signature]  
Auditor-Controller's Office

Date: 8-15-12

**CENTRAL CALIFORNIA ALLIANCE FOR HEALTH**

**SCOPE OF SERVICES/PAYMENT PROVISIONS**

**July 1, 2011 to June 30, 2013**

**I. CONTACT INFORMATION**

Contractor Name: Central California Alliance for Health

Contact Person: Alan McKay  
1600 Green Hills Road, Suite 101  
Scotts Valley, CA 95066  
Executive Director  
Phone: (831) 430-5500

County Contract Manager: **Robert Taniguchi, Deputy Director**  
**1000 South Main Street, Suite 306**  
**Salinas, CA 93901**  
**Phone: (831) 755-4470**  
**[taniguchirk@co.monterey.ca.us](mailto:taniguchirk@co.monterey.ca.us)**

1. Exhibit A-I of the Contract 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 Agreement for Professional Services (more than \$100,000), in the event of any conflict or inconsistency between the provisions of Exhibit A-I 'Group Agreement' and other attachment or exhibit, including, but not limited to the County of Monterey Agreement for Professional Services (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, attached.

**III. PAYMENT PROVISIONS**

COUNTY shall reimburse CONTRACTOR a total amount not to exceed **\$4,649,313 for the period July 1, 2011 to June 30, 2013.**

**PREMIUM SCHEDULE  
(July 1, 2011 – June 30, 2013)**

Premium .....\$500/per member/per month

## Central California Alliance for Health

### Program Budget

July 1, 2011 through June 30, 2012

<u>Total</u>	<u>Hourly Rate</u>	<u>Projected Service Hours</u>	<u>2011-12 Budget</u>
Health Plan Benefits	\$0.60	3,312,500	\$ 1,987,500.00
Funding for FY 2011-12	Shall Not Exceed	\$1,987,500.00	

July 1, 2012 through June 30, 2013

<u>Budget Total</u>	<u>Hourly Rate</u>	<u>Projected Service Hours</u>	<u>2012-13</u>
Health Plan Benefits	\$0.69	3,840,308	\$ 2,649,813.00
COBRA's			\$12,000.00
Funding for FY 2012-13	Shall Not Exceed	\$2,661,813.00	

Total funding for the period July 1, 2011 to June 30, 2013 shall not exceed four million, six hundred forty-nine thousand, three hundred and thirteen dollars (\$4,649,313.00).