HEALTH PLAN-PROVIDER AGREEMENT

Partnership HealthPlan of California and County of Mendocino

ATTACHMENT D

This Amendment is made this 1st day of July 2024 by and between Partnership HealthPlan of California, a County Organized Health System hereinafter referred to as "PLAN", and County of Mendocino, hereinafter referred to as "PROVIDER".

RECITALS:

WHEREAS, PLAN and PROVIDER have previously entered into an Agreement effective July 21, 2011;

WHEREAS, Section 9.2 of such Agreement provides for amending such Agreement;

WHEREAS, PLAN has been created by its Boards of Supervisors to negotiate exclusive contracts with the California Department of Health Care Services and to arrange for the provision of PLAN covered health care services to PLAN beneficiaries in Mendocino County and PLAN is a public entity, created pursuant to Welfare and Institutions Code 14087.54 and County Code Chapters 7.2, County Code Chapters 34, County Code Chapters 2.40, County Code Chapters 2.0, 8.69, and County Code Chapters 2.0.

WHEREAS, PROVIDER is a governmental entity providing covered Medi-Cal services to Partnership Medi-Cal beneficiaries in accordance with the State DHCS Voluntary Rate Range program requirements.

WHEREAS, PLAN and PROVIDER desire to amend the Agreement to provide for Medi-Cal managed care capitation rate increases to PLAN as a result of intergovernmental transfers ("IGTs") from PROVIDER to the California Department of Health Care Services ("State DHCS") to maintain the availability of PLAN covered health care services to PLAN beneficiaries.

NOW, THEREFORE, PLAN and PROVIDER hereby agree as follows:

Attachment D to the Agreement is hereby deleted in its entirety and replaced with a new Attachment D as set forth herein and is incorporated into the Agreement.

IGT MEDI-CAL MANAGED CARE CAPITATION INCREASES

1. IGT Capitation Increases to PLAN

A. Payment

Should PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by the PROVIDER who is a GOVERNMENTAL FUNDING ENTITY effective July 1, 2024 for Intergovernmental Transfer Medi-Cal Managed Care Increases ("IGT MMCIs"), PLAN shall pay to PROVIDER the amount of the IGT MMCIs received from State DHCS, in accordance with paragraph 1.E below regarding the form and timing of Local Medi-Cal Managed Care ("LMMC") IGT Payments. LMMC IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

B. Health Plan Retention

(1) Medi-Cal Managed Care Seller's Tax

The PLAN shall be responsible to pay the applicable State Agency pursuant to the Revenue and Taxation Code Section 6175 relating to any IGT MMCIs.

(2) The PLAN shall retain up to ten percent (10%) administrative fee based on the total amount of the IGT MMCIs received from DHCS for PLAN'S administrative costs. Each provider's share of the 10% fee shall be calculated based on that provider's proportionate share of the LMMCIGT payments made by Plan in the PROVIDER'S County.

C. Form and Timing of Payments

PLAN agrees to pay LMMC IGT Payments to PROVIDER in the following form and according to the following schedule:

(1) PLAN agrees to pay the LMMC IGT Payments to PROVIDER using the same mechanism through which compensation and payments are normally paid to PROVIDER (e.g., electronic transfer).

(2) PLAN will pay the LMMCIGT Payments to PROVIDER no later than thirty (30) calendar days after receipt of the IGT MMCIs from State DHCS.

D. Consideration

(1) As consideration for the LMMC IGT Payments, PROVIDER shall use the LMMC IGT Payments for the following purposes and shall treat the LMMC IGT Payments in the following manner:

(a) The LMMC IGT Payments shall represent compensation for Medi-Cal PLAN services rendered to Medi-Cal PLAN members by PROVIDER during the State fiscal year to which the LMMC IGT Payments apply.

(2) If the retained LMMC IGT Payments, if any, are not used by PROVIDER in the State fiscal year received, retention of funds by PROVIDER will be established by demonstrating that the retained earnings account of PROVIDER at the end of any State fiscal year in which it received payments based on LMMC IGT Payments funded pursuant to the

Intergovernmental Agreement, has increased over the unspent portion of the prior State fiscal year's balance by the amount of LMMC IGT Payments received, but not used.

(3) Both parties agree that none of these funds, either from the GOVERNMENTAL FUNDING ENTITY or federal matching funds will be recycled back to the GOVERNMENTAL FUNDING ENTITY general fund, the State, or any other intermediary organization. Payments made by the health plan to providers under the terms of this Amendment constitute patient care revenues.

E. Cooperation Among Parties

Should disputes or disagreements arise regarding the ultimate computation or appropriateness of any aspect of the LMMC IGT Payments, PROVIDER and PLAN agree to work together in all respects to support and preserve the LMMC IGT Payments to the full extent possible on behalf of the safety net in Mendocino County.

F. Reconciliation

Within one hundred twenty (120) calendar days after the end of each of PLAN's fiscal years in which LMMC IGT Payments were made to PROVIDER, PLAN shall perform a reconciliation of the LMMC IGT Payments transmitted to the PROVIDER during the preceding fiscal year to ensure that the supporting amount of IGT MMCIs were received by PLAN from State DHCS. PROVIDER agrees to return to PLAN any overpayment of LMMCIGT Payments made in error to PROVIDER within thirty (30) calendar days after receipt from PLAN of a written notice of the overpayment error, unless PROVIDER submits a written objection to PLAN. Any such objection shall be resolved in accordance with the dispute resolution processes set forth in Section 10.3 of the Agreement. The reconciliation processes established under this paragraph are distinct from the indemnification provisions set forth in Section J below. PLAN agrees to transmit to the PROVIDER any underpayment of LMMC IGT Payments within thirty (30) calendar days of PLAN's identification of such underpayment.

G. Indemnification

PROVIDER shall indemnify PLAN in the event DHCS or any other federal or state agency recoups, offsets, or otherwise withholds any monies from or fails to provide any monies to PLAN, or PLAN is denied any monies to which it otherwise would have been entitled, as a direct result of the LMMC IGT arising from the Intergovernmental Agreement. Recovery by PLAN pursuant to this section shall include, but not be limited to, reduction in future LMMC IGTs paid to PROVIDER in an amount equal to the amount of MMCI payments withheld or recovered from PLAN, or by an offset of any other amounts owed by PLAN to PROVIDER, including but not limited to payments for direct service rendered.

Remittance Information

The IGT-funded payments made by the PLAN pursuant to this Amendment only, shall be mailed to the PROVIDER at the address set forth below:

Jenine Miller, Psy.D.
County of Mendocino

2. Term

The term of this Amendment shall commence on July 1, 2011 through December 31, 2029. PHC reserves the right to immediately terminate this IGT Amendment prior to December 31, 2029, if DHCS suspends or discontinues the IGT funding described in this Amendment. PHC will promptly provide formal notice to the provider upon said suspension or discontinuation.

All other terms and provisions of said Agreement shall remain in full force and effect so that all rights, duties and obligations, and liabilities of the parties hereto otherwise remain unchanged; provided, however, if there is any conflict between the terms of this Amendment and the Agreement, then the terms of this Amendment shall govern.

SIGNATURES

HEALTH PLAN: Signed by: Sonja Bjork 10A81AB5333C440... Date: 6/5/2025 | 5:02 PM PDT

By: Sonja Bjork, CEO, Partnership HealthPlan of California

PROVIDER: _____ Date: 5/13/25

By: Jenine Miller, Psy.D., Director of Health Services, County of Mendocino

docusign

Certificate Of Completion

Envelope Id: 9400480B-096F-4A3C-85FA-210DF87C12FA
Status: Sent
Subject: Complete with Docusign: CY2024 Voluntary Rate Range Program (IGT) - Request for Amendment Signature
Source Envelope:
Document Pages: 4
Signatures: 0
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Bridget Gleaves
4665 Business Center Dr
Fairfield, CA 94534
bgleaves@partnershiphp.org
IP Address: 172.251.229.202

Record Tracking

Status: Original
2/28/2025 5:43:33 PM
Holder: Bridget Gleaves
bgleaves@partnershiphp.org
Location: DocuSign

Signer Events	Signature	Timestamp
Jenine Miller, Psy.D. millerje@mendocinocounty.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/3/2025 8:51:54 AM ID: 592272d1-d06f-4bb4-a537-734ce58db557		Sent: 2/28/2025 5:46:08 PM Viewed: 3/3/2025 8:51:54 AM
Sonja Bjork sbjork@partnershiphp.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/10/2023 9:47:24 AM ID: dcdb797f-1afd-4ffb-bd3e-776e0c1b98b3		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/28/2025 5:46:08 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Partnership Health Plan of California (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Partnership Health Plan of California:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: rvalencia@partnershiphp.org

To advise Partnership Health Plan of California of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at rvalencia@partnershiphp.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Partnership Health Plan of California
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to rvalencia@partnershiphp.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Partnership Health Plan of California
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to rvalencia@partnershiphp.org and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify Partnership Health Plan of California as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Partnership Health Plan of California during the course of my relationship with you.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
Jenine Miller, Psy.D.
Director of Health Services

Date: 5/13/25

Budgeted: Yes
Budget Unit: 4012
Line Item: 82-7805
Grant: No
Grant No.: N/A

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 06/03/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 06/03/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By. _____
Risk Management

Date: 05/12/2025

CONTRACTOR/COMPANY NAME

Signed by:
By: Sonja Bjork
10A81AB5333C440...
Sonja Bjork, CEO

Date: 6/5/2025 | 5:02 PM PDT

NAME AND ADDRESS OF CONTRACTOR:

Partnership HealthPlan of California
4665 Business Center Drive
Fairfield, CA 94534
707-419-7931
sbjork@partnershiphp.org

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 05/12/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 05/12/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ N/A
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Revenue, Located outside Mendocino County