

AMENDMENT TO THE HEALTH CARE SERVICES AGREEMENT**Between****PARTNERSHIP HEALTHPLAN OF CALIFORNIA****AND****HEALTHCARE SERVICES PROVIDER**

This is an Amendment to the Health Care Services Agreement (the "**Agreement**") between Partnership HealthPlan of California, a public entity ("**PARTNERSHIP**") and Mendocino County Health and Human Services Agency, hereinafter referred to as (the "**PROVIDER**").

WHEREAS, PARTNERSHIP and PROVIDER have previously entered into that certain Healthcare Services Agreement on July 21, 2011;

WHEREAS, PARTNERSHIP now desires to amend the Agreement for changes to the Supplemental Substance Abuse benefit and other contract terms effective as of July 1, 2019.

Now, therefore, in consideration of the mutual promises contained herein, PARTNERSHIP and PROVIDER agree to be legally bound as follows:

1. The Effective Date of this Amendment shall be July 1, 2019.
2. As of the Effective Date of this Amendment, Attachment D, Supplemental Substance Abuse Fee Schedule is deleted in its entirety and replaced with a new Attachment D, Supplemental Substance Abuse Fee Schedule.
3. Section 9.18, Compliance with Agreement, is added to the Agreement.

Compliance with Agreement - If PARTNERSHIP determines that PROVIDER is in breach of this Agreement for failure to comply the terms of this Agreement, then PARTNERSHIP with good cause, upon written notice to the PROVIDER and in accordance with Section 9 of the Agreement may seek to impose an administrative and/or financial sanctions and/or penalties against PROVIDER due to non-compliance or failure to comply with applicable federal or state statutes, regulations, rules, contractual obligations, and as applicable, PHC policies and procedures as solely determined by PARTNERSHIP. Any monetary sanction imposed on PARTNERSHIP by a state or federal agency due to Specialist's non-compliance with the terms and provisions of this Agreement may result in a financial penalty to the Specialist as solely determined by PARTNERSHIP. PARTNERSHIP'S written notice will outline the specific reasons; in PARTNERSHIP'S determination, the PROVIDER is in non-compliance of this Agreement. Required actions for the PROVIDER to cure the breach will be set forth in the written notice. In the event the PROVIDER fails to cure those specific claims set forth by PARTNERSHIP within twenty (20) days of the receipt of the notice, PARTNERSHIP reserves the right to impose an administrative and/or financial sanctions and/or penalties against PROVIDER and up to and including termination of the Agreement

immediately upon notice to the PROVIDER. Notice an administrative and/or financial sanction and/or penalty will include the following information:

- a. Effective date
 - b. Detailed findings of non-compliance
 - c. Reference to the applicable statutory, regulatory, contractual, PHC policy and procedures, or other requirements that are the basis of the findings
 - d. Detailed information describing the sanction(s)
 - e. Timeframes by which the organization or individual shall be required to achieve compliance, as applicable
 - f. Indication that PHC may impose additional sanctions if compliance is not achieved in the manner and time frame specified; and
 - g. Notice of a contracted provider's right to file a complaint (grievance) in accordance with PHC policy and procedure.
4. All other terms and provisions of the Agreement not amended hereby shall remain in full force and effect. In the event of any inconsistency between the terms of this Amendment and the Agreement, the terms of this Amendment will govern and control as it relates to the reimbursement and contract terms specifically set forth in this Amendment.

PROVIDER

**Mendocino County Health and
Human Services Agency**

Signature

Jenine Miller, Psy.D.
Print Name

HHSA Assistant Director
Title

7/25/19
Date

PLAN

Partnership HealthPlan of California

Signature

Elizabeth Gibboney
Print Name

Chief Executive Officer
Title

9/16/19
Date

ATTACHMENT D
PARTNERSHIP HEALTHPLAN OF CALIFORNIA
SUPPLEMENTAL SUBSTANCE ABUSE BENEFIT
BENEFIT DESCRIPTION

EFFECTIVE JULY 1, 2019

Refer to the Provider Manual for additional billing criteria at www.Partnershiphp.org. The reimbursement rate below shall be for all eligible Covered Services.

Level of Care/Service	Benefit	Full Services	Partial Services
Pre-Treatment Readiness and Prevention Program H0001 \$40/session/person	Up to 6 sessions, per person per episode* (1 - 1.5 hours to be provided per person, per session)	Assessment Counseling (Individual or Group)* Education	Prevention (6 sessions)
Outpatient Drug Free T1008 \$50/session/person T1008 + modifier HQ \$35/person for group sessions	Individual: 1 session per day, per person allowed (minimum of 50 minutes per session, per person to be provided). Up to 20 sessions per rolling*** year per person allowed.	Individual Counseling* Collateral Services**	
Continuous Recovery/Treatment T1011 \$ 33/session/person	Up to 3 sessions per week per person allowed (1-1.5 hours per session to be provided) up to 20 sessions max per episode.*	Regular process group Individual Counseling Education Support Groups Conjoint Therapy	

Notes:

1. An intake must be created on any PHC member who accesses the PHC Substance Abuse Benefit.
2. This matrix assumes that 7 days = 1 week, 4 weeks = 28 days, and 3 months = 84 days.
3. ** Indicates services to which individual counseling is limited.
4. * Episode is based on medical necessity.
5. * Group => 1 person, no limit on number of participants.
6. *** Rolling Year = 365 days from entry into first O.D.F. treatment. (revised 7/19/02)
7. Local codes were replaced with HCPCS 2003 codes to be HIPAA compliant, effective 6/1/03.

(*) The AODS Supplemental Benefit will be discontinued after 12/31/2020 at which time all Providers and/or Counties are expected to be participating in the DMC-ODS program.

Revised: 7/26/00, 7/19/02, 6/1/03, (June 1, 2005 to increase pre-treatment readiness to 6 sessions, from 3),
7/1/2019

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
Jenine Miller, Psy.D. HHSA Assistant Director/
Behavioral Health Director

Date: 7/25/19

Budgeted: ☒ Yes ☐ No

Budget Unit: 4012

Line Item: 82-7805

Org/Object Code: DD

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: [Signature]
CARRE BROWN, Chair
BOARD OF SUPERVISORS

Date: AUG 29 2019

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy AUG 29 2019

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

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy AUG 29 2019

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 7/31/19

CONTRACTOR/COMPANY NAME

By: [Signature]
Elizabeth Gibboney, Chief Executive Officer

Date: 9/11/19

NAME AND ADDRESS OF CONTRACTOR:

Partnership HealthPlan of California
4665 Business Center Dr.
Fairfield, CA 94534

800-863-4155; contracting@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:

KATHARINE L. ELLIOTT,
County Counsel

By: [Signature]
Deputy

Date: 7/25/19

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO

Date: 7/31/19

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

Exempt Pursuant to MCC Section: Out of county contractor