

COUNTY - PROVIDER INTERGOVERNMENTAL TRANSFER AGREEMENT

BY AND BETWEEN

NEW LIFE HEALTH AUTHORITY dba NEW LIFE, LLC, AN INDIAN HEALTH CARE PROGRAM AND

ENTITY WHOLLY OWNED BY THE PINOLEVILLE POMO NATION,

AND

THE COUNTY OF SONOMA DEPARTMENT OF HEALTH SERVICES

TO IMPLEMENT THE INTERGOVERNMENTAL

TRANSFER PROCESS BETWEEN COUNTY AND PROVIDER

This County-Provider Intergovernmental Transfer (“IGT”) Agreement (“Agreement”) is made by and between the County of Sonoma Department of Health Services, a California county, hereinafter referred to as “COUNTY”, and New Life Health Authority dba New Life, LLC, hereinafter referred to as “PROVIDER,” a designated American Indian Health Care Program Provider (IHCP) by the California Department of Health Care Services (DHCS), also referred to as a Tribal Compact Clinic, and an entity wholly owned by the Pinoleville Pomo Nation, a federally recognized Indian tribe (“Tribe”).

RECITALS:

WHEREAS, COUNTY provides Drug Medi-Cal Organized Delivery System (DMC-ODS) services for substance use disorder (SUD) treatment in Sonoma County pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14021.51–14021.53 and 14124.20–14124.25 of the Welfare and Institutions Code (hereinafter referred to as W&I Code), Title 42, Part 438 of the Code of Federal Regulations (hereinafter referred to as 42 CFR 438), and the Special Terms and Conditions (STCs) of the DMC-ODS waiver. The COUNTY is a party to a Medi-Cal Agreement with the California Department of Health Care Services (“DHCS”) to provide SUD treatment services to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX or Title XXI of the Social Security Act (hereinafter referred to as the Act) for reimbursable covered services rendered by certified DMC providers, including Medi-Cal beneficiaries residing in Sonoma County;

WHEREAS on December 16, 2025, Sonoma County Board of Supervisors authorized execution of an Intergovernmental Transfer Agreement between the COUNTY and PROVIDER and to establish appropriations;

WHEREAS, PROVIDER agrees to fund the COUNTY’S nonfederal share of Medi-Cal payment for the Medi-Cal services Provider furnishes through the DMC-ODS delivery system in accordance with applicable law and on the terms and conditions expressed herein. The COUNTY agrees to the intergovernmental transfers (“IGTs”) of public funds to DHCS, as detailed in the Intergovernmental Agreement Regarding Transfer of Public Funds (DHCS Contract Number 24-40107, COUNTY

Contract Number 2024-1456-A00) between the County and the California Department of Health Care Services (DHCS) (hereafter, the “Contract”), to maintain the availability of Medi-Cal behavioral health care services to Medi-Cal beneficiaries;

WHEREAS, PROVIDER, under an agreement with COUNTY, will provide Medi-Cal eligible opioid treatment program (OTP) services at 280 E. Standley Street, Ukiah, CA 95482, as a DMC-ODS licensed facility, to eligible Medi-Cal members residing in Sonoma County, inclusive of Tribal and non-Tribal Medi-Cal beneficiaries (hereafter, the “Service Agreement”);

WHEREAS, COUNTY and PROVIDER desire to enter into this Agreement for funding the COUNTY’s nonfederal share of Medi-Cal payment; and

WHEREAS, COUNTY will provide payment to PROVIDER for claims in the full amount invoiced by PROVIDER, upon receipt of federal and nonfederal share from DHCS.

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

I. Fiscal Years (FY) 2024-25 Through FY 2027-28 IGT to COUNTY

A. Tribal 638 Provisions and Voluntary Payment of the Non-Federal Share

This Agreement sets out the terms and conditions on which PROVIDER will voluntarily provide a monthly payment to the COUNTY in an amount equal to the County’s non-federal share of allowable Medi-Cal expenditures for Medi-Cal covered services rendered by PROVIDER under the Service Agreement, consistent with 42 CFR 433.51, and not already used as matching funds in other federal programs or being provided from other federal grants received by the PROVIDER.

Prior to the PROVIDER voluntarily providing the COUNTY’s portion of the nonfederal share of funds to the COUNTY, the Tribe shall provide documentation of PROVIDER’S status as a designated IHCP by the DHCS, (see “List of American Indian Health Program Providers” set forth in APL 17-020, Attachment 1), also referred to as a Tribal Compact Clinic.

B. Claims Data and Supporting Documentation

1. As an IHCP, the PROVIDER shall be reimbursed for its service at the encounter rate published by the Indian Health Service (IHS) and published annually in the Federal Register (*for example, the rate applicable to 2024 is published at 88 Fed.Reg. 87789*); this is known as the Office of Management and Budget (OMB) Rate or the IHS All-Inclusive Rate. The terms and conditions set forth in All Plan Letter (APL) 17-020 and the California Medicaid State Plan, including Supplement 6, Attachment 4.19-B, are incorporated herein.

2. On a monthly basis, no later than thirty (30) days following the last day of each calendar month, the PROVIDER shall provide or cause to be provided to the COUNTY, the following:

a. Appropriate documentation of the Medi-Cal-covered services provided under the Service Agreement, together with the invoiced amounts related to, and claimed for, such services, for the prior calendar month, including individual patient’s eligibility data and the amount of federal matching funds to be paid, based on the patient’s category of Medicaid eligibility. The PROVIDER shall keep documentation of patient-level data related to the

services provided, as well as records for the nonfederal funding sources for the payment of the nonfederal share for at least 10 years for purposes of audits and compliance purposes.

b. An attestation or attestations from the Tribe or an authorized representative of the Tribe with respect to such services confirming that the nonfederal share of services, consistent with 42 CFR 433.51, are not already being used as matching funds in other federal programs or being provided from other federal grants received by the Tribe.

c. A payment from PROVIDER equal to the COUNTY'S nonfederal share for such invoiced services ("IGT Payment").

3. PROVIDER shall notify COUNTY when payment has been made pursuant to this paragraph within five (5) calendar days of such payment, which notice PROVIDER may deliver by e-mail to the address identified in Section I.K

below.

C. Submission of Data and Certifications

1. Upon receipt of the items required in Section B, COUNTY shall promptly submit all claims and certifications to DHCS but in no event later than thirty (30) calendar days after receiving them.

2. No later than thirty (30) calendar days following receipt of payment from DHCS for the invoiced services, the COUNTY shall provide full payment to PROVIDER for all DHCS approved claims invoiced by PROVIDER.

D. Conditions of Payment

1. PROVIDER shall, as of the date each IGT Payment is due:

a. Remain a participating provider in the COUNTY and not issue a notice of termination of the Service Agreement and shall maintain its designation as an Indian Health Care Plan Program (IHCP) provider set forth in APL 17-020, Attachment 1 by the DHCS, also referred to as a Tribal Compact Clinic;

b. Maintain its capacity to serve as a provider of substance use treatment services under the Service Agreement.

2. The payments made under C.2. shall represent compensation to PROVIDER for Medi-Cal covered services rendered to COUNTY members by PROVIDER during the State fiscal years to which the IGT Payments apply. To the extent that total payments to PROVIDER for any State fiscal year under this Agreement exceed the PROVIDER'S costs of SUD services provided to Medi-Cal beneficiaries by PROVIDER during that fiscal year, such excess amounts shall be retained by PROVIDER and may be expended by Provider in accordance with applicable federal laws, notwithstanding any other provision of this Agreement. Such excess amounts may be used by the PROVIDER in either the State fiscal year for which the payments are received or subsequent State fiscal years.

3. None of these funds, either from the PROVIDER or State and federal matching funds, will be recycled back to the COUNTY's general fund, the State, or any other intermediary organization. Payments made under the terms of this Agreement constitute patient care revenue.

4. COUNTY shall perform all its obligations and satisfy all the terms and conditions imposed on County by the Contract. With respect to the Contract, County shall provide notice to PROVIDER within ten (10) calendar days of the date of any notice of default, or of failure to perform, or of termination, regardless of whether such notice is delivered to or received by COUNTY.

5. Time is of the essence. A party's failure to object to the untimely performance of any requirement on the part of the other party in any case or instance shall not constitute a waiver of the right to declare a breach of this Agreement.

6. This Agreement, together with the documents referred to herein, including the Service Agreement, as from time to time amended, constitutes the entire agreement between the parties with respect to the matters dealt with herein and supersedes any previous agreement between the parties in relation to such matters.

E. Cooperation Among Parties

Should disputes or disagreements arise regarding the ultimate computation or appropriateness of any aspect of the IGT Payments, PROVIDER and COUNTY agree to work together in all respects to the full extent possible and permitted by law.

F. Reconciliation

Within one hundred twenty (120) calendar days after the end of each of COUNTY's fiscal years in which IGT Payments were made by PROVIDER, COUNTY shall perform a reconciliation of the IGT Payments transmitted by the PROVIDER during the preceding fiscal year to ensure that the supporting amount of IGT were received by COUNTY from State DHCS.

PROVIDER agrees to return to COUNTY any overpayment made in error to PROVIDER within thirty (30) calendar days after receipt from COUNTY of a written notice of the overpayment error, unless PROVIDER submits a written objection to COUNTY, in which case PROVIDER shall not be required to return such payment. PROVIDER shall have thirty (30) calendar days from the date of receipt of such notice in which to submit its objection. The reconciliation processes established under this paragraph are distinct from the indemnification provisions set forth in Section H. below.

COUNTY agrees to transmit to the PROVIDER any underpayment within thirty (30) calendar days of the COUNTY's identification of such underpayment.

G. Disputes

COUNTY and PROVIDER agree that the terms of Section 13 of the Service Agreement shall be incorporated into this Agreement by reference and shall govern the resolution of disputes under this Agreement. This Agreement sets out a process for effectuating IGT Payments for the payment of the COUNTY'S portion of the non-federal share. Nothing in this Agreement, shall in any way limit, extinguish, or waive, or be construed to limit, extinguish, or waive, any right, claim, remedy, or cause of action arising from or related to a party's actions or failure to act or perform under this

Agreement. Without limiting the generality of the foregoing, neither PROVIDER nor COUNTY waive in any respect any claims, remedies, or rights to recover, secure, or collect any sums, payments, or amounts owed, or claimed to be owed, to PROVIDER or COUNTY for the provision of services.

H. Indemnification

The parties agree that the terms of Section 5 of the Service Agreement (#2024-1020-A00), as copied here shall set forth the relationship of the parties pursuant to indemnification in this Agreement. 2024-1020-A00 Section 5:

“Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Contractor’s obligations under this Article apply whether or not there is concurrent or contributory negligence on County’s part, but to the extent required by law, excluding liability due to County’s conduct. County shall have the right to select its legal counsel at Contractor’s expense, subject to Contractor’s approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers’ compensation acts, disability benefits acts, or other employee benefit acts.”

I. Severability

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid and the remaining provisions of this Agreement shall remain in full force and effect, and to the extent the provisions of this Agreement are severable.

J. Status of Provider

Each party is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Each party is entirely responsible for compensating staff, subcontractors, and consultants employed by that party. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and PROVIDER or any of either party’s employees, agents, consultants, or subcontracts. Each party assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the term and scope of their employment. Each party, its agents, employees, consultants, or subcontractors shall not be entitled to any rights or

privileges of the other party's employees and shall not be considered in any manner to be employees of the other party.

K. Payment Information

PROVIDER voluntarily agrees to pay the COUNTY'S nonfederal share to COUNTY through an electronic transfer/payment process. If for an unanticipated reason a payment is required to be mailed to the COUNTY, the PROVIDER will mail the payment to the following:

COUNTY Payment Information:

Behavioral Health Director
Behavioral Health Division
Department of Health Services
County of Sonoma
2227 Capricorn Way Suite 207
Santa Rosa, CA 95407
Tel: 707-565-4850

COUNTY agrees to provide payment to PROVIDER as reimbursement for all DHCS approved claims invoiced by the PROVIDER, upon receipt of federal and nonfederal share from DHCS, through an electronic transfer/payment process.

L. Administration of IGT Agreement

Each entity identifies the following individual to serve as the authorized administrative representative for the IGT Agreement.

COUNTY:

Department of Health Services

Behavioral Health Director
Behavioral Health Division
Department of Health Services
County of Sonoma
2227 Capricorn Way Suite 207
Santa Rosa, CA 95407
Tel: 707-565-4850

PROVIDER:

Revive Pathway

OneTogether Solutions, LLC
6650 Gunpark Drive
Boulder, CO 80301
Phone: (303) 468-0020/Cell: (303) 859-2742

Email: bk@ots.health

M. Term

The term of this Agreement shall commence as of January 1, 2025, and shall terminate on June 30, 2028, unless terminated sooner as provided herein.

N. Termination

This Agreement may be terminated by either party hereto:

1. In the event of a material breach under this Agreement, and such breach is not cured within thirty (30) calendar days of notice of breach; or
2. The Service Agreement is terminated or not renewed or extended; or
3. Upon agreement of the parties.

O. Notices

Any notice required or permitted to be given under this Agreement shall be in writing and shall specifically refer to this Agreement, and shall be addressed to the appropriate Party below at the mailing address specified below or such other mailing address as may be specified by such Party in writing, except where e-mail is permitted by this Agreement, and shall be deemed to have been given for all purposes: (a) when received, if hand-delivered or sent by a reputable courier service or e-mail where permitted, or (b) ten (10) calendar days after mailing, if mailed by first class certified or registered airmail, postage prepaid, return receipt requested.

COUNTY:

Behavioral Health Director
Behavioral Health Division
Department of Health Services
County of Sonoma
2227 Capricorn Way Suite 207
Santa Rosa, CA 95407
Tel: 707-565-4850

PROVIDER:

New Life Health Authority dba New Life, LLC
6650 Gunpark Dr.
Boulder CO 80301
Tel: 303-859-2742

bk@ots.health, judson@ots.health, jsh@ots.health, jennifer@thekentgroup.org, mccoy@olp-partners.com

With a Copy To:

General Counsel

SIGNATURES

COUNTY: County of Sonoma, Department of Health Services

By: _____

Date: _____

Nolan Sullivan, Director, Health Services

PROVIDER: New Life Health Authority dba New Life, LLC

By: _____

Date: _____

[Name, Title, Party]