
File ID: 2025-01479

9/9/2025

Agreements: Participation in the Rate Range Intergovernmental Transfer (IGT) program with the California Department of Health Care Services (DHCS) and Medi-Cal Managed Care Plan Providers (MMCPP) [Two-Thirds Vote Required]

File ID: 2025-01479

Location: Citywide

Recommendation: Pass a **Motion** 1) by two-thirds vote waiving the requirement for 10-day posting of agreements over \$1 million pursuant to City Code section 4.04.020(c) and Council Rules of Procedure Chapter 7, Section E.2.d.; 2) authorizing the Interim City Manager to execute a) the Intergovernmental Transfer Agreement Regarding Transfer of Public Funds and Assessment Fee with the California State Department of Health Care Services (DHCS); and b) the Health Plan-Provider Agreements with participating Medi-Cal Managed Care Plan Providers; 3) authorizing transfer of funds up to approximately \$5.2 million from the Fire Department's operating budget to DHCS; 4) accepting reimbursement for Medi-Cal services of approximately \$10.1 million, of which, approximately \$5.2 million will reimburse the Fire Department's operating budget; and 5) authorizing designation of the additional federal reimbursement of approximately \$4.8 million to offset costs of providing Emergency Medical Services (EMS).

Contact: Crystal Harland, Fire Administrative Manager, (916) 767-367,
charland@sfd.cityofsacramento.org, Fire Department

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-IGT Agreement Regarding Transfer of Public Funds with DHCS
- 3-Health Plan Provider Agreement with Kaiser Foundation Health Plan
- 4-Health Plan Provider Agreement with Health Net of California
- 5-Health Plan Provider Agreement with Molina

Description/Analysis

Issue Detail: The Rate Range Intergovernmental Transfer (IGT) program provides an opportunity to receive federal matching funds to support health services for Medi-Cal-Managed Care beneficiaries served by the Fire Department. The Fire Department does not receive full reimbursement for medical

services to Medi-Cal Managed Care patients. Currently, the Fire Department receives approximately 25% in reimbursement of Medi-Cal Managed Care costs from payments received from Medi-Cal Managed Care Plan Provider(s) (MMCPP).

The IGT requires the transfer of eligible local dollars from the City to the Department of Health Care Services (DHCS). DHCS uses the funds to receive additional Federal funding from the Centers for Medicare and Medicaid Services (CMS). Since the funds must be used to support the Medi-Cal Managed Care program, DHCS transfers both the original contribution from the City and matched funds to the MCPP, making those funds available to the City. The State and Federal governments will review and approve the documents the City submits to participate in the IGT program before any funds are sent to DHCS.

The amount the City initially transfers will be calculated using the Estimated Member Months (refer to Exhibit 1 of the IGT Agreement Regarding Transfer of Public Funds and Assessment Fee with DHCS), which will be reconciled to actual enrollment for the service periods of January 1, 2024, through December 31, 2024. Enrollment reconciliation will occur continuously as updated figures are made available. If, after the enrollment reconciliation, there is an increase in the amount needed to fund the non-federal share, the City will be required to transfer additional funds to cover the difference. If, after the enrollment reconciliation, there is a decrease in the amount needed to fund the non-federal share, the City can choose to receive the unexpended funds from DHCS. If DHCS and the City mutually agree upon, amounts due to or owed by the City may be offset against future transfers. Actual enrollment figures of the respective period will be considered the final two years after December 31, 2024.

The City of Sacramento provides ambulance transports and meets the following IGT participation criteria:

1. Provides law enforcement services.
2. Has eminent domain authority.
3. Has taxing authority.

As such, the City of Sacramento participates in an IGT program to request funds to recover unreimbursed Medi-Cal costs.

The Fire Department provides prehospital emergency medical services (PHEMS) on a year-long and 24-hour basis to the public, including Medi-Cal Managed Care patients. MCPP make the Fire Department's continued provision of PHEMS to the public financially feasible. The deadline for participating providers to execute their IGT Agreements Regarding Transfer of Public Funds and Assessment Fee with DHCS was August 1, 2025. Therefore, pursuant to Sacramento City Code section 3.56.260, the Interim City Manager signed the City of Sacramento's attached IGT Agreement Regarding Transfer of Public Funds and Assessment Fee with DHCS on July 29, 2025 as an

emergency purchase with approval as to form by the Office of the City Attorney in order to permit the continued conduct of city operations and services in the form of PHEMS provided to the public, including Medi-Cal Managed Care patients. To continue the City of Sacramento's participation in the reimbursement program, staff seeks ratification of the Interim City Manager's execution of IGT Agreement in addition to approval of the transfer of city funds and acceptance of funds from DHCS and additional approval to execute attendant Plan Provider Agreements with Kaiser Foundation Health Plan, Health Net of California, and Molina as final and necessary steps for the City of Sacramento to receive reimbursements under the Rate Range IGT program.

Policy Considerations: Participation in this program is consistent with the City Council's adopted Budget Guidelines to pursue new and enhance existing revenue sources. The Council's adopted Advanced Life Support (ALS) Revenue Recovery policy.

Pursuant to City Charter Section 20 and City Code Section 3.56.090, the City Council holds the delegable authority to approve the execution of contracts of \$250,000 or more for supplies or nonprofessional services.

The Sacramento Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that, unless waived by a 2/3 vote of the City Council, all labor agreements and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days before City Council action.

Economic Impacts: None.

Environmental Considerations: This report concerns administrative activities that do not constitute a "project" as defined by Section 15378 of the California Environmental Quality Act (CEQA) Guidelines and are otherwise exempt under Section 15061(b)(3).

Sustainability: Not applicable.

Commission/Committee Action: None.

Rationale for Recommendation: The following agreements and amendments must be in place for the City to participate in the IGT program:

- a. **The Intergovernmental Transfer Agreement:** This contract specifies the amount to be transferred by the City to DHCS. It requires DHCS to use the transferred funds to increase capitation payments to a specified healthcare plan and to secure federal match funds, or if that is not possible, to return the transferred funds. The parties to this contract are the City and DHCS.

This portion of the agreement commits the City to paying DHCS 20% of the amount transferred as an administrative fee. This fee is refundable if the IGT does not proceed.

b. The Health Plan-Provider Agreements: These agreements are amendments between the MMCPPs and the City. These contract amendments commit the MMCPPs to pay the City a specified amount of the IGT-funded capitation rate increases they receive from DHCS within 30 days of receiving those funds from the State. The MMCPPs will deduct an administrative fee of 2%, 2.5%, or 5% from the amount that will be remitted to the City. The amendments specify how the City will treat these funds from an accounting standpoint. The MMCPPs participating in the program are Aetna Better Health of California, Health Net of California, Kaiser Foundation Health Plan, and Molina Healthcare.

Financial Considerations: Upon approval of these agreements, the City will apply and request an amount to be reimbursed through the IGT program. This amount will help the City recover additional reimbursement of previously unreimbursed Medi-Cal costs incurred from January 1, 2024, through December 31, 2023, consistent with the ALS Revenue Recovery policy. To receive the reimbursement from MMCPPs, the City will be required to transfer up to approximately \$4.5 million to DHCS to cover the City's Non-federal share of the managed-care costs. This share includes the 20% fee assessed by the State to cover its costs to administer the IGT program.

The City will recover its non-federal share amount from the reimbursements received through the IGT program. This amount is net of the 2%, 2.5%, or 5% administrative fee assessed by the MMCPPs.

The City's contribution will be funded from the Fire Department's EMS operating budget. The payment received from the MMCPPs will reimburse EMS for the contribution. The additional reimbursement will offset the EMS costs, consistent with the ALS Revenue Recovery policy.

Local Business Enterprise (LBE): Not applicable.

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.


General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____
Assessor's Parcel Number(s): _____
Contract Effective Date: 01/01/2024 Contract Expiration Date (if applicable): 06/30/2027
\$ Amount (Not to Exceed): \$ 10,100,000.00 Adjusted \$ Amount (+/-): _____
Other Party: California Department of Health Care Services
Project Title: Intergovernmental Agreement Regarding Transfer of Public Funds
Project #: _____ Bid/RFQ/RFP #: _____
City Council Approval: YES if YES, Council File ID#: 2025-01479

Contract Processing Contacts

Department: Fire Project Manager: DC Tilden Billiter
Contract Coordinator: Ashley Aslin Email: aaslin@sfd.cityofsacramento.org

Department Review and Routing

| | | |
|-------------------|---------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Accounting: | <u> Ashley Aslin (Jul 29, 2025 15:55:35 PDT)</u> | <u>Jul 29, 2025</u> |
| | (Signature) | (Date) |
| Supervisor: | _____ | _____ |
| | (Signature) | (Date) |
| Division Manager: | _____ | _____ |
| | (Signature) | (Date) |
| Other: | _____ | _____ |
| | (Signature) | (Date) |

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

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Recording Requested

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Other Party Signature Required

-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----

**INTERGOVERNMENTAL AGREEMENT REGARDING
TRANSFER OF PUBLIC FUNDS**

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (“DHCS”) and CITY OF SACRAMENTO FIRE (“GOVERNMENTAL FUNDING ENTITY”) with respect to the matters set forth below.

The parties agree as follows:

AGREEMENT

1. Transfer of Public Funds

1.1 The GOVERNMENTAL FUNDING ENTITY agrees to make a transfer of funds to DHCS pursuant to sections 14164 and 14301.4 of the Welfare and Institutions Code. The amount transferred shall be based on the sum of the applicable rate category per member per month (“PMPM”) contribution increments multiplied by member months, as reflected in Exhibit

1. The GOVERNMENTAL FUNDING ENTITY agrees to initially transfer amounts that are calculated using the Estimated Member Months in Exhibit 1, which will be reconciled to actual enrollment for the service period of January 1, 2024 through December 31, 2024 in accordance with Sub-Section 1.3 of this Agreement. The funds transferred shall be used as described in Sub-Section 2.2 of this Agreement. The funds shall be transferred in accordance with the terms and conditions, including schedule and amount, established by DHCS.

1.2 The GOVERNMENTAL FUNDING ENTITY shall certify that the funds transferred qualify for Federal Financial Participation pursuant to 42 C.F.R. part 433, subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-

related donations. Impermissible sources do not include patient care or other revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

1.3 DHCS shall reconcile the “Estimated Member Months,” in Exhibit 1, to actual enrollment in HEALTH PLAN(S) for the service period of January 1, 2024 through December 31, 2024 using actual enrollment figures taken from DHCS records. Enrollment reconciliation will occur on an ongoing basis as updated enrollment figures become available. Actual enrollment figures will be considered final two years after December 31, 2024. If reconciliation results in an increase to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, the GOVERNMENTAL FUNDING ENTITY agrees to transfer any additional funds necessary to cover the difference. If reconciliation results in a decrease to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, DHCS agrees to return the unexpended funds to the GOVERNMENTAL FUNDING ENTITY. If DHCS and the GOVERNMENTAL FUNDING ENTITY mutually agree, amounts due to or owed by the GOVERNMENTAL FUNDING ENTITY may be offset against future transfers.

2. Acceptance and Use of Transferred Funds

2.1 DHCS shall exercise its authority under section 14164 of the Welfare and Institutions Code to accept funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to this Agreement as Intergovernmental Transfer (IGTs), to use for the purpose set forth in Sub-Section 2.2.

2.2 The funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to Section 1 and Exhibit 1 of this Agreement shall be used to fund the non-federal share

of Medi-Cal Managed Care actuarially sound capitation rates described in section 14301.4(b)(4) of the Welfare and Institutions Code as reflected in the contribution PMPM and rate categories reflected in Exhibit 1. The funds transferred shall be paid, together with the related Federal Financial Participation, by DHCS to HEALTH PLAN(S) as part of HEALTH PLAN(S)' capitation rates for the service period of January 1, 2024 through December 31, 2024, in accordance with section 14301.4 of the Welfare and Institutions Code.

2.3 DHCS shall seek Federal Financial Participation for the capitation rates specified in Sub-Section 2.2 to the full extent permitted by federal law.

2.4 The parties acknowledge that DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services.

2.5 DHCS shall not direct HEALTH PLAN(S)' expenditure of the payments received pursuant to Sub-Section 2.2.

3. Assessment Fee

3.1 DHCS shall exercise its authority under section 14301.4 of the Welfare and Institutions Code to assess a 20 percent fee related to the amounts transferred pursuant to Section 1 of this Agreement, except as provided in Sub-Section 3.2. GOVERNMENTAL FUNDING ENTITY agrees to pay the full amount of that assessment in addition to the funds transferred pursuant to Section 1 of this Agreement.

3.2 The 20-percent assessment fee shall not be applied to any portion of funds transferred pursuant to Section 1 that are exempt in accordance with sections 14301.4(d) or 14301.5(b)(4) of the Welfare and Institutions Code. DHCS shall have sole discretion to determine the amount of the funds transferred pursuant to Section 1 that will not be subject to a

20 percent fee. DHCS has determined that \$0.00 of the transfer amounts will not be assessed a 20 percent fee, subject to Sub-Section 3.3.

3.3 The 20-percent assessment fee pursuant to this Agreement is non-refundable and shall be wired to DHCS simultaneously with the transfer amounts made under Section 1 of this Agreement. If at the time of the reconciliation performed pursuant to Sub-Section 1.3 of this Agreement, there is a change in the amount transferred that is subject to the 20-percent assessment in accordance with Sub-Section 3.1, then a proportional adjustment to the assessment fee will be made.

4. Amendments

4.1 No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

4.2 The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 2 of this Agreement.

5. Notices. Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall either be sent via secure email or submitted in writing to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address as set forth below:

To the GOVERNMENTAL FUNDING ENTITY:

Masoumeh Ramazani, Admin Officer

5770 Freeport Blvd., Suite 200
Sacramento, CA 95822
(916) 808-8065
mramazani@sfd.cityofsacramento.org

With copies to:

Ashley Aslin, Contract and Compliance Specialist
5770 Freeport Blvd., Suite 200
Sacramento, CA 95822
(916) 808-1629
aaslin@sfd.cityofsacramento.org

Gelmy Ruiz, Senior Consultant
Health Management Associates
333 University Avenue, Suite 160
Sacramento, CA 95825
(916) 329-8234
gruiz@healthmanagement.com

To DHCS:

Vivian Beeck
California Department of Health Care Services
Capitated Rates Development Division
1501 Capitol Ave., MS 4413
Sacramento, CA 95814
Vivian.Beeck@dhcs.ca.gov

6. Other Provisions

6.1 This Agreement contains the entire Agreement between the parties with respect to the Medi-Cal payments described in Sub-Section 2.2 of this Agreement that are funded by the GOVERNMENTAL FUNDING ENTITY, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the GOVERNMENTAL FUNDING ENTITY and DHCS relating to the subject matter of this Agreement. This Agreement is not, however, intended to be the sole

agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. This Agreement shall not modify the terms of any other agreement, existing or entered into in the future, between the parties.

6.2 The non-enforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

6.3 Sections 2 and 3 of this Agreement shall survive the expiration or termination of this Agreement.

6.4 Nothing in this Agreement is intended to confer any rights or remedies on any third party, including, without limitation, any provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals. Accordingly, there shall be no third party beneficiary of this Agreement.

6.5 Time is of the essence in this Agreement.

6.6 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so. Any required signature(s) on any documents must be in compliance with California Government Code section 16.5 and any other applicable state or federal regulations.

7. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS' powers, authorities, and duties under Federal and State law and regulations.

8. Approval. This Agreement is of no force and effect until signed by the parties.

9. Term. This Agreement shall be effective as of January 1, 2024 and shall expire as of June 30, 2027 unless terminated earlier by mutual agreement of the parties.


SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date of the last signature below.

CITY OF SACRAMENTO FIRE:

Approve to Form:  Gary Lindsey (Jul 29, 2025 20:40:13 PDT) Date: Jul 29, 2025

Gary P. Lindsey, Jr., Senior Deputy City Attorney, City of Sacramento

Attest by:  Date: Jul 30, 2025

Wendy Klock-Johnson, Assistant City Clerk, City of Sacramento

By:  Leyne Milstein (Jul 29, 2025 22:36:21 PDT) Date: Jul 29, 2025

Leyne Milstein, Interm City Manager, City of Sacramento

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____ Date: _____

Authorized Representative, Department of Health Care Services

Exhibit 1

| Health Plan | Funding Entity | Rating Region | Service Period | Participation % |
|-------------------|--------------------|-------------------|--------------------------|--------------------------------------------|
| Anthem Blue Cross | City of Sacramento | Sacramento | 1/2024 - 12/2024 | 6.50% |
| Category of Aid | SIS/UIS | Contribution PMPM | Estimated Member Months* | Estimated Contribution (Non-Federal Share) |
| Child | SIS | \$ 0.29 | 993,869 | \$ 288,222 |
| Child | UIS | \$ 0.12 | 34,786 | \$ 4,174 |
| Adult | SIS | \$ 0.66 | 412,304 | \$ 272,121 |
| Adult | UIS | \$ 0.42 | 142,607 | \$ 59,895 |
| Adult Expansion | SIS | \$ 0.15 | 811,549 | \$ 121,732 |
| Adult Expansion | UIS | \$ 0.11 | 96,935 | \$ 10,663 |
| SPD | SIS | \$ 1.85 | 226,483 | \$ 418,994 |
| SPD | UIS | \$ 1.09 | 12,227 | \$ 13,327 |
| SPD Dual | SIS | \$ 0.48 | 272,447 | \$ 130,775 |
| SPD Dual | UIS | \$ 0.19 | 861 | \$ 164 |
| LTC | SIS | \$ 14.43 | 346 | \$ 4,993 |
| LTC | UIS | \$ 1.95 | 74 | \$ 144 |
| LTC Dual | SIS | \$ 9.27 | 5,116 | \$ 47,425 |
| LTC Dual | UIS | \$ 0.11 | 18 | \$ 2 |
| Est. FE Total | | | 3,009,622 | \$ 1,372,631 |

| Health Plan | Funding Entity | Rating Region | Service Period | Participation % |
|--------------------------------|--------------------|-------------------|--------------------------|--------------------------------------------|
| Health Net Community Solutions | City of Sacramento | Sacramento | 1/2024 - 12/2024 | 6.00% |
| Category of Aid | SIS/UIS | Contribution PMPM | Estimated Member Months* | Estimated Contribution (Non-Federal Share) |
| Child | SIS | \$ 0.26 | 604,553 | \$ 157,184 |
| Child | UIS | \$ 0.13 | 24,315 | \$ 3,161 |
| Adult | SIS | \$ 0.60 | 218,720 | \$ 131,232 |
| Adult | UIS | \$ 0.40 | 93,439 | \$ 37,376 |
| Adult Expansion | SIS | \$ 0.10 | 463,357 | \$ 46,336 |
| Adult Expansion | UIS | \$ 0.08 | 61,415 | \$ 4,913 |
| SPD | SIS | \$ 1.80 | 139,213 | \$ 250,583 |
| SPD | UIS | \$ 1.01 | 7,063 | \$ 7,134 |
| SPD Dual | SIS | \$ 0.47 | 140,774 | \$ 66,164 |
| SPD Dual | UIS | \$ 0.18 | 516 | \$ 93 |
| LTC | SIS | \$ 13.32 | 424 | \$ 5,648 |
| LTC | UIS | \$ 1.79 | 92 | \$ 165 |
| LTC Dual | SIS | \$ 9.54 | 4,187 | \$ 39,944 |
| LTC Dual | UIS | \$ 0.10 | 48 | \$ 5 |
| Est. FE Total | | | 1,758,116 | \$ 749,938 |

| Health Plan | Funding Entity | Rating Region | Service Period | Participation % |
|-------------------------------|--------------------|-------------------|--------------------------|--------------------------------------------|
| Kaiser Foundation Health Plan | City of Sacramento | Sacramento | 1/2024 - 12/2024 | 15.82% |
| Category of Aid | SIS/UIS | Contribution PMPM | Estimated Member Months* | Estimated Contribution (Non-Federal Share) |
| Child | SIS | \$ 0.81 | 609,636 | \$ 493,805 |
| Child | UIS | \$ 0.30 | 4,617 | \$ 1,385 |
| Adult | SIS | \$ 1.88 | 252,906 | \$ 475,463 |
| Adult | UIS | \$ 1.15 | 21,141 | \$ 24,312 |
| Adult Expansion | SIS | \$ - | 375,835 | \$ - |
| Adult Expansion | UIS | \$ - | 20,933 | \$ - |
| SPD | SIS | \$ 3.90 | 78,446 | \$ 305,939 |
| SPD | UIS | \$ 2.66 | 1,862 | \$ 4,953 |
| SPD Dual | SIS | \$ 1.14 | 217,775 | \$ 248,264 |
| SPD Dual | UIS | \$ 0.47 | 758 | \$ 356 |
| LTC | SIS | \$ 35.12 | 57 | \$ 2,002 |
| LTC | UIS | \$ 4.72 | 12 | \$ 57 |
| LTC Dual | SIS | \$ 24.20 | 3,920 | \$ 94,864 |
| LTC Dual | UIS | \$ 0.24 | 2 | \$ - |
| Est. FE Total | | | 1,587,900 | \$ 1,651,400 |

| Health Plan | Funding Entity | Rating Region | Service Period | Participation % |
|-------------------|--------------------|-------------------|--------------------------|--------------------------------------------|
| Molina Healthcare | City of Sacramento | Sacramento | 1/2024 - 12/2024 | 9.39% |
| Category of Aid | SIS/UIS | Contribution PMPM | Estimated Member Months* | Estimated Contribution (Non-Federal Share) |
| Child | SIS | \$ 0.38 | 245,890 | \$ 93,438 |
| Child | UIS | \$ 0.16 | 16,542 | \$ 2,647 |
| Adult | SIS | \$ 0.87 | 95,608 | \$ 83,179 |
| Adult | UIS | \$ 0.62 | 40,106 | \$ 24,866 |
| Adult Expansion | SIS | \$ 0.20 | 295,928 | \$ 59,186 |
| Adult Expansion | UIS | \$ 0.12 | 55,955 | \$ 6,715 |
| SPD | SIS | \$ 2.62 | 69,144 | \$ 181,157 |
| SPD | UIS | \$ 1.58 | 3,261 | \$ 5,152 |
| SPD Dual | SIS | \$ 0.79 | 47,034 | \$ 37,157 |
| SPD Dual | UIS | \$ 0.28 | 277 | \$ 78 |
| LTC | SIS | \$ 20.86 | 295 | \$ 6,154 |
| LTC | UIS | \$ 2.81 | 19 | \$ 53 |
| LTC Dual | SIS | \$ 14.17 | 1,837 | \$ 26,030 |
| LTC Dual | UIS | \$ 0.16 | 12 | \$ 2 |
| Est. FE Total | | | 871,908 | \$ 525,814 |

* Note that Estimated Member Months are subject to variation, and the actual total Contribution (Non-Federal Share) may differ from the amount listed here.

* FMAP is a weighted blend of multiple FMAPs.

Signature: 
Ashley Aslin (Jul 30, 2025 07:45:33 PDT)

Email: aaslin@sfd.cityofsacramento.org

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.



General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____
Assessor's Parcel Number(s): _____
Contract Effective Date: 01/01/2024 Contract Expiration Date (if applicable): 06/30/2027
\$ Amount (Not to Exceed): \$ 3,122,232.00 Adjusted \$ Amount (+/-): _____
Other Party: Kaiser Foundation Health Plan, Inc.
Project Title: Health Plan Provider Agreement
Project #: _____ Bid/RFQ/RFP #: _____
City Council Approval: YES if YES, Council File ID#: 2025-01479

Contract Processing Contacts

Department: Fire Project Manager: DC Tilden Billiter
Contract Coordinator: Ashley Aslin Email: aaslin@sfd.cityofsacramento.org

Department Review and Routing

| | | |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Accounting: | <u> Ashley Aslin (Aug 8, 2025 14:39:37 PDT)</u> | <u>Aug 8, 2025</u> |
| | (Signature) | (Date) |
| Supervisor: | <u>_____</u> | <u>_____</u> |
| | (Signature) | (Date) |
| Division Manager: | <u> Tilden Billiter (Aug 12, 2025 08:16:02 PDT)</u> | <u>Aug 12, 2025</u> |
| | (Signature) | (Date) |
| Other: | <u>_____</u> | <u>_____</u> |
| | (Signature) | (Date) |

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

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Recording Requested

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Other Party Signature Required

-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----

HEALTH PLAN-PROVIDER AGREEMENT
BY AND BETWEEN
KAISER FOUNDATION HEALTH PLAN, INC.
AND
CITY OF SACRAMENTO FIRE
TO IMPLEMENT THE VOLUNTARY RATE RANGE PROGRAM

This Health Plan-Provider Agreement to implement the Voluntary Rate Range Program (VRRP) (“AGREEMENT”) is entered into by and between Kaiser Foundation Health Plan, Inc., a California nonprofit public benefit corporation, on behalf of its Northern California region, hereinafter referred to as “PLAN”, and City of Sacramento Fire, hereinafter referred to as “PROVIDER”, and is made effective as of the last date it is signed by the parties (the “Effective Date”).

RECITALS:

WHEREAS, PLAN is a health care service plan licensed under and subject to the Knox-Keene Care Service Plan Act of 1975, as amended, and is a party to a Medi-Cal managed care contract with the California Department of Health Care Services (“DHCS”) pursuant to which PLAN arranges and pays for the provision of covered Medi-Cal health care services to eligible Medi-Cal members, including Medi-Cal members residing in the Sacramento Rating Region (as defined by DHCS).

WHEREAS, PROVIDER provides emergency ambulance transports to Medi-Cal beneficiaries residing in the Sacramento Rating Region.

WHEREAS, City of Sacramento Fire (“GOVERNMENTAL FUNDING ENTITY”) has entered into an Intergovernmental Agreement regarding Transfer of Public Funds, (the “INTERGOVERNMENTAL AGREEMENT”), with DHCS, to provide intergovernmental transfers (“IGTs”) enabling DHCS to provide PLAN with capitation rate range increases;

WHEREAS, PLAN desires to transfer an applicable portion of such capitation rate range increases from DHCS to PROVIDER; and

WHEREAS, PLAN and PROVIDER desire to enter into an Agreement to document the IGT process applicable to PLAN and PROVIDER, and the total amounts transferred from PLAN to PROVIDER.

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

1. IGT Capitation Rate Range Increases to PLAN

A. Payment

Should PLAN receive any Intergovernmental Transfer Medi-Cal Managed Care Rate Range Increases (“IGT MMCRRIs”) from DHCS where the nonfederal share is funded by GOVERNMENTAL FUNDING ENTITY pursuant to the Intergovernmental Agreement, PLAN shall, subject to the conditions set forth in Section 1.B below, make payments to PROVIDER in the amount of the IGT MMCRRIs received from DHCS. Such payments from PLAN to PROVIDER are referred to herein as Local Medi-Cal Managed Care Rate Range (“LMMCRR”) IGT payments and shall be made in accordance with Section 1.C below, subject to reconciliation as described in Section 1.D below. LMMCRR IGT payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER under any separate contractual agreements

B. Conditions for Receiving Local Medi-Cal Managed Care Rate Range IGT Payments

As a condition of receiving LMMCRR IGT payments under this AGREEMENT, PROVIDER represents and warrants that it shall, as of the date any LMMCRR IGT payment is payable hereunder:

- (1) Remain a Medi-Cal enrolled provider for ambulance transport services;
- (2) Remain in material compliance with its obligations under this AGREEMENT and applicable law;

C. Timing of Payments

Subject to Sections 1.B and E hereof, PLAN agrees to pay to PROVIDER LMMCRR IGT payments no later than forty-five (45) calendar days after PLAN’s receipt of each IGT MMCRR payment from DHCS.

D. Reconciliation

PROVIDER agrees to return to PLAN any overpayment of LMMCRR IGT 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. PLAN agrees to transmit to the PROVIDER any uncontested underpayment of LMMCRR IGT payments within thirty (30) calendar days of the PLAN’s identification of such underpayment. Any disputes between the parties regarding overpayments or underpayments shall be resolved in accordance with Section 3 below.

E. Plan Compensation

- (1) As compensation for its administrative services in connection with this AGREEMENT, PLAN shall retain a two percent (2%) administrative fee based on the total amount of each IGT MMCRR payment received from DHCS.

(2) PLAN shall not retain any other portion of the IGT MMCRR payments received from DHCS other than those specified above.

F. Consideration

(1) As consideration for the LMMCRR IGT payments, PROVIDER shall use the LMMCRR IGT payments solely for the following purposes and shall treat the LMMCRR IGT payments in the following manner:

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

(b) To the extent total payments received by PROVIDER for a State fiscal year under this AGREEMENT exceed the cost of Medi-Cal services provided to Medi-Cal beneficiaries by PROVIDER during such fiscal year, any remaining LMMCRR IGT payment amounts shall be retained by PROVIDER and shall be expended solely for health care services. Retained LMMCRR IGT payment amounts may be used by the PROVIDER in either the State fiscal year for which the payments are received or subsequent State fiscal years.

(2) For purposes of subsection (1)(b) above, if the retained LMMCRR 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 LMMCRR IGT payments pursuant to this AGREEMENT, has increased over the unspent portion of the prior State fiscal year's balance by the amount of LMMCRR IGT payments received, but not used. These retained PROVIDER funds may be commingled with other PROVIDER funds for cash management purposes, provided that such funds are appropriately tracked, and only the depositing facility is authorized to expend them.

(3) None of these funds, either from the PLAN or federal matching funds, will be recycled back to the GOVERNMENTAL FUNDING ENTITY's general fund, the State, or any other intermediary organization. Payments made under the terms of this AGREEMENT constitute patient care revenues.

2. PLAN's Oversight Responsibilities

PLAN's oversight responsibilities regarding PROVIDER's use of the LMMCRR IGT payments shall be limited as described in this Section. PLAN may request, within thirty (30) calendar days after the end of each State fiscal year in which LMMCRR IGT payments were made by PLAN to PROVIDER, that PROVIDER submit a written confirmation to PLAN that states whether and how PROVIDER complied with the provisions set forth in Section 1.F above. In each instance, PROVIDER shall provide PLAN with written confirmation within thirty (30) calendar days of PLAN's request.

3. Dispute Resolution

A. Cooperation Among Parties

Should disputes or disagreements arise regarding the ultimate computation or appropriateness of any aspect of the LMMCRR IGT payments, PROVIDER and PLAN agree to work together in all respects to support and preserve the LMMCRR IGT payments to the full extent permitted by law, on behalf of the safety net in the Sacramento Rating Region in which PROVIDER renders services.

B. Meet and Confer

If a dispute arises between the parties relating to this AGREEMENT, either party may by written notice call a meeting regarding such dispute to be attended by a representative of each party who has the authority to negotiate and bind that party to a resolution. The parties will attempt in good faith to resolve the dispute through this process prior to seeking other available remedies or recourse. In the event such informal efforts at dispute resolution are not successful, either party may seek whatever remedies and/or recourse may be available in accordance with this AGREEMENT and applicable law.

4. Indemnification

PROVIDER shall defend, indemnify and hold PLAN, its affiliated and related entities, and its and their respective officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims from injury or damages arising out of the performance of this AGREEMENT but only in proportion to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of PROVIDER, its officers, employees or agents.

PLAN shall defend, indemnify and hold PROVIDER, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of PLAN, its officers, employees or agents.

5. 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, to the extent the provisions of this AGREEMENT are severable.

6. Status of Parties

Each party is, and shall always 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 PLAN and PROVIDER or any of either party's employees, agents, consultants, or subcontractors. 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 course 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.

7. Term and Termination

The term of this AGREEMENT shall commence on the Effective Date and, unless terminated earlier in accordance with this Section 7, will continue until the one-year anniversary of the Effective Date. Thereafter, this AGREEMENT shall automatically renew for successive one-year terms, unless either party terminates this AGREEMENT in accordance with this Section 7. Either party may immediately terminate this AGREEMENT, by giving written notice of termination to the other Party, if (1) participation in the VRRP is no longer desired, or (2) DHCS discontinues VRRP. Notice of termination should be sent to the address set forth below.

8. Amendment

This AGREEMENT may only be amended or modified in writing, executed by both Parties.

9. Notice

Any notice required or desired to be given pursuant to or in connection with this AGREEMENT must be given in writing, addressed to the noticed party at the address set forth below. All notices provided under this AGREEMENT shall be in writing, signed by an authorized signatory, and shall be deemed given upon receipt if sent as follows: (i) personally delivered; (ii) sent by registered U.S. mail, postage prepaid by sender, with confirmed delivery; (iii) sent by a commercial service with confirmed delivery; or (iv) sent by certified mail (return receipt requested). Any party may change its address for notice purposes by written notice to the other party.

If to PLAN:

Kaiser Foundation Health Plan, Inc.
Attention: Kaycee Velarde
1 Kaiser Plaza, 25th Floor
Oakland, CA, 94612
Telephone: (626) 639-5374
Email: Kaycee.B.Velarde@kp.org; and
Medi-Cal-Contract-Management-Regulatory@kp.org

If to PROVIDER:

Masoumeh Ramazani, Administrative Officer
City of Sacramento Fire Department
5770 Freemont Blvd., Suite 200
Sacramento, CA 95822-3516
Telephone: (916) 808-8065
Email: mramazani@sfd.cityofsacramento.org

[SIGNATURE PAGE FOLLOWS]

SIGNATURES

PLAN: Kaiser Foundation Health Plan, Inc.

By: _____

Date _____

Mark A. Southworth
Executive Director, CA & HI Medicaid Finance
Kaiser Foundation Health Plan, Inc.

PROVIDER: City of Sacramento Fire

By: _____

Date _____

Leyne Milstein
Interim City Manager
City of Sacramento Fire

Approved as to Form: 
Gary Lindsey (Aug 12, 2025 08:29:22 PDT)

Date Aug 12, 2025

Gary P. Lindsey, Jr.
Senior Deputy City Attorney
City of Sacramento

Attest By: _____

Date _____

Wendy Klock-Johnson
Assistant City Clerk
City of Sacramento

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.


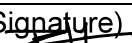
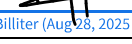
General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____
Assessor's Parcel Number(s): _____
Contract Effective Date: 01/01/2024 Contract Expiration Date (if applicable): 06/30/2027
\$ Amount (Not to Exceed): \$ 1,808,792.00 Adjusted \$ Amount (+/-): \$ 0.00
Other Party: Health Net of California, Inc.
Project Title: Health Plan Provider Agreement
Project #: _____ Bid/RFQ/RFP #: _____
City Council Approval: YES if YES, Council File ID#: 2025-01479

Contract Processing Contacts

Department: Fire Project Manager: DC Tilden Billiter
Contract Coordinator: Ashley Aslin Email: aaslin@sfd.cityofsacramento.org

Department Review and Routing

| | | |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Accounting: | <u> Ashley Aslin (Aug 28, 2025 08:34:34 PDT)</u> | <u>Aug 28, 2025</u> |
| | (Signature) | (Date) |
| Supervisor: | <u> (Signature)</u> | <u>(Date)</u> |
| Division Manager: | <u> Tilden Billiter (Aug 28, 2025 08:51:13 PDT)</u> | <u>Aug 28, 2025</u> |
| | (Signature) | (Date) |
| Other: | <u>(Signature)</u> | <u>(Date)</u> |

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

☐

Recording Requested

☐

Other Party Signature Required

-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----

HEALTH PLAN-PROVIDER AGREEMENT

AMENDMENT 11 TO AGREEMENT BETWEEN HEALTH NET OF CALIFORNIA, INC. AND THE CITY OF SACRAMENTO VIA ITS FIRE DEPARTMENT

This Amendment is made, ____ day of _____ 2025, by and between Health Net of California, Inc., a California corporation licensed pursuant to Health and Safety Code section 1349 et seq. to act as a health plan hereinafter referred to as "PLAN", and City of Sacramento via its Fire Department, hereinafter referred to as "PROVIDER."

RECITALS:

WHEREAS, PLAN and PROVIDER have previously entered into an Agreement effective January 1, 2013;

WHEREAS, Health Net Community Solutions, Inc. (HNCS), a corporate entity licensed under Health and Safety Code Section 1349 et seq. has a contract with the California Department of Health Care Services (State DHCS) pursuant to Welfare and Institutions Code Section 14087.3 to act as a Medi-Cal managed care plan. HNCS has contracted with Health Net of California, Inc. to fulfill its responsibilities for the provision of Medi-Cal covered services for eligible Medi-Cal members. Health Net of California, Inc. has subsequently entered into the Agreement referenced above, and amendments to it, to allow PROVIDER to render such services to HNCS Medi-Cal members in Sacramento County. For purposes of this Amendment, Health Net of California, Inc. and Health Net Community Solutions, Inc. shall collectively be referred to as "PLAN;"

WHEREAS, PROVIDER provides 9-1-1 emergency medical response and transport for the City of Sacramento and in that capacity serves all patients in need, including Medi-Cal beneficiaries. PROVIDER provides advanced life support paramedic services, including 12-lead ECG monitoring, advanced airway interventions and Advanced Cardiac Life Support medication consistent with the latest American Heart Association guidelines. PROVIDER currently deploys 24-hour ALS ambulances, flex ALS ambulances when additional staffing and equipment are available, and 12-hour ambulances;

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 (GOVERNMENTAL FUNDING ENTITY) to the California Department of Health Care Services ("State DHCS") to maintain the availability of Medi-Cal health care services to Medi-Cal beneficiaries.

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

Amendment 11 of the Agreement is added to read as follows:

2024 IGT MEDI-CAL MANAGED CARE CAPITATION RATE RANGE INCREASES

1. IGT Capitation Rate Range 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 GOVERNMENTAL FUNDING ENTITY specifically pursuant to the provisions of the Intergovernmental Agreement Regarding Transfer of Public Funds, IGT-24-0021 (“Intergovernmental Agreement”) effective for the period January 1, 2024 through December 31, 2024 for Intergovernmental Transfer Medi-Cal Managed Care Rate Range Increases (“IGT MMCRRIs”), PLAN shall pay to PROVIDER the amount of the IGT MMCRRIs received from State DHCS, in accordance with paragraph 1.E below regarding the form and timing of Local Medi-Cal Managed Care Rate Range (“LMMCRR”) IGT Payments. LMMCRR 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) The PLAN shall not impose a fee or retention amount, or reduce other payments to a county public hospital health system, that would result in a direct or indirect reduction to the payments authorized under Welfare and Institutions Code Section 14301.5.

(2) The PLAN shall retain a two percent (2%) administrative fee based on the total amount of the IGT MMCRRIs received from DHCS for PLAN’s cost to administer this program. Each provider’s share of the two percent (2%) fee shall be calculated based on that provider’s proportionate share of the LMMCRR IGT payments made by Plan in Sacramento County.

(3) PLAN will not retain any other portion of the IGT MMCRRIs received from the State DHCS other than those mentioned above.

C. Conditions for Receiving Local Medi-Cal Managed Care Rate Range IGT Payments

As a condition for receiving LMMCRR IGT Payments, PROVIDER shall, as of the date the particular LMMCRR IGT Payment is due:

(1) remain a participating provider in the PLAN and not issue a notice of termination of the Agreement;

(2) maintain its current emergency response services for PLAN Medi-Cal beneficiaries.

D. Schedule and Notice of Transfer of Non-Federal Funds

The GOVERNMENTAL FUNDING ENTITY shall notify the PLAN within five (5) business days after PROVIDER's funds referred to in the Intergovernmental Transfer Agreement have been transferred to the State.

E. Form and Timing of Payments

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

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

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

F. Consideration

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

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

(b) To the extent that total payments received by PROVIDER for any State fiscal year under this Amendment exceed the cost of Medi-Cal services provided to Medi-Cal beneficiaries by PROVIDER during that fiscal year, any remaining LMMCRR IGT Payment amounts shall be retained by PROVIDER to be expended for health care services. Retained LMMCRR IGT Payment amounts may be used by the PROVIDER in either the State fiscal year for which the payments are received or subsequent State fiscal years.

(2) For purposes of subsection (1) (b) above, if the retained LMMCRR 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 LMMCRR 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 LMMCRR IGT Payments received, but not used. These retained PROVIDER funds may be commingled with other GOVERNMENTAL FUNDING ENTITY'S funds for cash management purposes

provided that such funds are appropriately tracked and only the depositing facility is authorized to expend them.

(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'S 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.

G. PLAN's Oversight Responsibilities

PLAN's oversight responsibilities regarding PROVIDER's use of the LMMCRR IGT Payments shall be limited as described in this paragraph. PLAN shall request, within thirty (30) calendar days after the end of each State fiscal year in which LMMCRR IGT Payments were transferred to PROVIDER, a written confirmation that states whether and how PROVIDER complied with the provisions set forth in Paragraph 1.F above. In each instance, PROVIDER shall provide PLAN with written confirmation of compliance within thirty (30) calendar days of PLAN's request.

H. Cooperation Among Parties

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

I. Reconciliation

Within one hundred twenty (120) calendar days after the end of each of PLAN's fiscal years in which LMMCRR IGT Payments were made to PROVIDER, PLAN shall perform a reconciliation of the LMMCRR IGT Payments transmitted to the PROVIDER during the preceding fiscal year to ensure that the supporting amount of IGT MMCRRIs were received by PLAN from State DHCS. PROVIDER agrees to return to PLAN any overpayment of LMMCRR IGT 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 any dispute resolution processes set forth in the Agreement or otherwise in good faith by the parties. 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 LMMCRR IGT Payments within thirty (30) calendar days of PLAN's identification of such underpayment.

J. Indemnification

(1) Anything to the contrary contained in the Agreement notwithstanding, PROVIDER shall indemnify and hold PLAN harmless against any losses, claims, demands, liabilities, court costs, judgments and expenses, imposed by a court or otherwise incurred by PLAN after the execution date of this Amendment as a result of PLAN's receipt of IGT rate increases or payment of LMMCRR IGT payments, including but not limited to the following circumstances:

(2) In the event that DHCS, the Department of Human Health and Services 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, for any reason relating to the Medi-Cal managed care capitation rate increases arising from the Intergovernmental Agreement as such increases flow through the Medi-Cal Agreement between PLAN and the State and this Agreement, including but not limited to (a) State DHCS' use of IGT Rate Increases or LMMCRR IGT payments to supplant or replace other amount in violation of the restrictions in Section 2.2 of the Intergovernmental Agreement; (b) the failure of the IGT Rate Increases to qualify in whole or part for federal participation pursuant to 42 C.F.R. part 433, subpart B; or (c) overpayment of the IGT Rate Increases to PLAN by State DHCS, PLAN shall have a right to immediately recoup, offset or withhold any and all such amounts from payments otherwise due to PROVIDER. Recovery by PLAN pursuant to this section shall include, but not be limited to, reduction in future LMMCRR IGT payments paid to PROVIDER in an amount equal to the amount of IGT Rate Increases payments recovered from PLAN, or by reduction of any other amounts owed by PLAN to PROVIDER.

K. 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.

L. Status of Contractor

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 PLAN 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 course 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.

M. Remittance Information

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

Masoumeh Ramazani, Administrative Officer
City of Sacramento Fire Department
5770 Freeport Blvd., Suite 200
Sacramento, CA 95822-3516

Phone: (916) 808-8065 Email: mramazani@sfd.cityofsacramento.org

2. Term

The term of this Amendment shall commence on January 1, 2024 and shall terminate on December 31, 2027.

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: HEALTH NET OF CALIFORNIA INC.

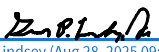
By: _____ Date: _____

Jessica Sellner, Plan Chief Financial Officer, Health Net of California, Inc.

PROVIDER: CITY OF SACRAMENTO VIA ITS FIRE DEPARTMENT

By: _____ Date: _____

Leyne Milstein, Interim City Manager, City of Sacramento

Approved as to Form: 
Gary Lindsey (Aug 28, 2025 09:12:05 PDT)

Date: Aug 28, 2025

Gary P. Lindsey, Jr., Senior Deputy City Attorney, City of Sacramento

Attest By: _____

Date: _____

Wendy Klock-Johnson, Assistant City Clerk, City of Sacramento

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.



General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____
Assessor's Parcel Number(s): _____
Contract Effective Date: 01/01/2024 Contract Expiration Date (if applicable): 06/30/2027
\$ Amount (Not to Exceed): \$ 1,478,054.00 Adjusted \$ Amount (+/-): \$ 0.00
Other Party: Molina Healthcare
Project Title: Health Plan Provider Agreement
Project #: _____ Bid/RFQ/RFP #: _____
City Council Approval: YES if YES, Council File ID#: 2025-01479

Contract Processing Contacts

Department: Fire Project Manager: DC Tilden Billiter
Contract Coordinator: Ashley Aslin Email: aaslin@sfd.cityofsacramento.org

Department Review and Routing

| | | |
|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| Accounting: | <u></u> <small>Ashley Aslin (Aug 28, 2025 08:46:00 PDT)</small> (Signature) | <u>Aug 28, 2025</u> (Date) |
| Supervisor: | _____ (Signature) | _____ (Date) |
| Division Manager: | <u></u> <small>Tilden Billiter (Aug 28, 2025 08:50:33 PDT)</small> (Signature) | <u>Aug 28, 2025</u> (Date) |
| Other: | _____ (Signature) | _____ (Date) |

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

☐

Recording Requested

☐

Other Party Signature Required

-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----

HEALTH PLAN-PROVIDER AGREEMENT

AMENDMENT TO AGREEMENT BETWEEN MOLINA HEALTHCARE AND CITY OF SACRAMENTO VIA ITS FIRE DEPARTMENT

AMENDMENT 11

This Amendment is made by and between Molina Healthcare, a California corporation licensed pursuant to Health and Safety Code section 1349 et seq. to act as a health plan hereinafter referred to as "PLAN," and the City of Sacramento via its Fire Department, hereinafter referred to as "PROVIDER."

RECITALS:

WHEREAS, PLAN and PROVIDER have previously entered into an Agreement effective January 1, 2013;

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

WHEREAS, Molina Healthcare, a corporate entity licensed under Health and Safety Code Section 1349 et seq., has a contract with the California Department of Health Care Services (State DHCS) pursuant to Welfare and Institutions Code Section 14087.3 to act as a Medi-Cal managed care plan. Molina Healthcare has subsequently entered into the Agreement referenced above, and amendments to it, to allow PROVIDER to render such services to Molina Healthcare Medi-Cal members in Sacramento County;

WHEREAS, PROVIDER is a City that through its Fire Department provides 9-1-1 emergency medical response and transport for the City of Sacramento and in that capacity serves all patients in need, including Medi-Cal beneficiaries. PROVIDER provides advanced life support paramedic services, including 12-lead ECG monitoring, advanced airway interventions and Advanced Cardiac Life Support medication consistent with the latest American Heart Association guidelines. PROVIDER currently deploys 24-hour ALS ambulances, flex ALS ambulances when additional staffing and equipment are available, and 12-hour ambulances; and,

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 (GOVERNMENTAL FUNDING ENTITY) to the California Department of Health Care Services ("State DHCS") to maintain the availability of Medi-Cal health care services to Medi-Cal beneficiaries.

NOW, THEREFORE, PLAN and PROVIDER hereby agree as follows:
Amendment 11 of the Agreement is added to read as follows:

2024 IGT MEDI-CAL MANAGED CARE CAPITATION RATE RANGE INCREASES

1. IGT Capitation Rate Range 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 GOVERNMENTAL FUNDING ENTITY's Intergovernmental Agreement Regarding Transfer of Public Funds, IGT-24-0021, effective for the period January 1, 2024 through December 31, 2024 for Intergovernmental Transfer Medi-Cal Managed Care Rate Range Increases ("IGT MMCRRIs"), PLAN shall pay to PROVIDER the amount of the IGT MMCRRIs received from State DHCS, in accordance with paragraph 1.E below regarding the form and timing of Local Medi-Cal Managed Care Rate Range ("LMMCRR") IGT Payments. LMMCRR 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) The PLAN shall retain a two percent (2%) administrative fee based on the total amount of the IGT MMCRRIs received from DHCS for PLAN's cost to administer this program. Each provider's share of the two percent (2%) fee shall be calculated based on that provider's proportionate share of the LMMCRR IGT payments made by PLAN in Sacramento County.

(2) PLAN will not retain any other portion of the IGT MMCRRIs received from the State DHCS other than those mentioned above.

C. Conditions for Receiving Local Medi-Cal Managed Care Rate Range IGT Payments

As a condition for receiving LMMCRR IGT Payments, PROVIDER shall, as of the date the particular LMMCRR IGT Payment is due:

(1) remain a participating provider in the PLAN and not issue a notice of termination of the Agreement; and

(2) maintain its current emergency response services for PLAN Medi-Cal beneficiaries.

D. Schedule and Notice of Transfer of Non-Federal Funds

GOVERNMENTAL FUNDING ENTITY shall notify the PLAN within five (5) business days after the funds referred to in the Intergovernmental Transfer Agreement have been transferred to the State.

E. Form and Timing of Payments

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

(1) PLAN agrees to pay the LMMCRR IGT Payments to PROVIDER using the same mechanism through which compensation and payments are normally paid to PROVIDER (e.g., electronic transfer). After retaining the PLAN's administrative fee, as shown in Section B above, PLAN will pay PROVIDER a percent of the remaining LMMCRR IGT payment equal to the PROVIDER's contribution as a percent of total governmental entity contributions to this IGT.

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

F. Consideration

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

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

(b) To the extent that total payments received by PROVIDER for any State fiscal year under this Amendment exceed the cost of Medi-Cal services provided to Medi-Cal beneficiaries by PROVIDER during that fiscal year, any remaining LMMCRR IGT Payment amounts shall be retained by PROVIDER to be expended for health care services. Retained LMMCRR IGT Payment amounts may be used by the PROVIDER in either the State fiscal year for which the payments are received or subsequent State fiscal years.

(2) For purposes of subsection (1) (b) above, if the retained LMMCRR 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 LMMCRR 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 LMMCRR IGT Payments received, but not used. These retained PROVIDER funds may be commingled with other GOVERNMENTAL FUNDING ENTITY'S funds for cash management purposes provided that such funds are appropriately tracked and only the depositing facility is authorized to expend them.

(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'S 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.

G. PLAN's Oversight Responsibilities

PLAN's oversight responsibilities regarding PROVIDER's use of the LMMCRR IGT Payments shall be limited as described in this paragraph. PLAN shall request, within thirty (30) calendar days after the end of each State fiscal year in which LMMCRR IGT Payments were transferred to PROVIDER, a written confirmation that states whether and how PROVIDER complied with the provisions set forth in Paragraph 1.F above. In each instance, PROVIDER shall provide PLAN with written confirmation of compliance within thirty (30) calendar days of PLAN's request.

H. Cooperation Among Parties

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

I. Reconciliation

Within one hundred twenty (120) calendar days after the end of each of PLAN's fiscal years in which LMMCRR IGT Payments were made to PROVIDER, PLAN shall perform a reconciliation of the LMMCRR IGT Payments transmitted to the PROVIDER during the preceding fiscal year to ensure that the supporting amount of IGT MMCRRIs were received by PLAN from State DHCS. PROVIDER agrees to return to PLAN any overpayment of LMMCRR IGT 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 VIII of the Agreement and Section K below. 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 LMMCRR IGT Payments within thirty (30) calendar days of PLAN's identification of such underpayment.

J. Indemnification

PLAN and PROVIDER agree to indemnify and hold harmless the other party for any losses or delays in capitation payments as a result of the LMMCRR IGT arising from the Intergovernmental Agreement.

K. Dispute Resolution

All disputes between the parties relating to this contract which cannot be resolved by mutual agreement or mediation, which shall be required prior to moving to arbitration, shall be resolved exclusively by arbitration in accordance with the provisions of this Subsection. Either party may commence arbitration by sending a written demand for arbitration to the other party setting forth the nature of the controversy, the dollar amount involved, if any, and the remedies sought. There shall be one (1) arbitrator. If the parties fail to select a mutually acceptable arbitrator within ten (10) days after the demand for arbitration is mailed, then the parties stipulate to arbitration before a single arbitrator sitting on the San Diego JAMS/Endispute panel, who is a retired judge and is selected in the sole discretion of the San Diego JAMS/Endispute office administrator. The parties shall share all interim costs of the arbitration until decision. The prevailing party shall be entitled to reimbursement by the other party of such party's attorneys' fees and costs and any arbitration fees and expenses incurred with the arbitration. The substantive law of the State of California shall be applied by the arbitrator. The parties shall have the rights of discovery as provided in Part 4 of the California Code of Civil Procedure and as provided for in Section 1283.05 of said Code. The California Code of Evidence shall apply to testimony and documents submitted to the arbitrator. Arbitration shall take place in San Diego, California. As soon as reasonably practicable, a hearing with respect to the dispute or matter to be resolved shall be conducted by the arbitrator. As soon as reasonably practicable thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the parties and their legal counsel. All decisions of the arbitrator shall be final, binding and conclusive on the parties and shall constitute the only method of resolving disputes or matters. A court of appropriate jurisdiction may issue a writ to enforce the arbitrator's decision. Judgment may be entered upon a decision in accordance with applicable law in any court having appropriate jurisdiction.

L. 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.

M. Status of Contractor

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 PLAN and PROVIDER or any of either party's employees, agents, consultants, or subcontractors. 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 course 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.

N. Remittance Information

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

Masoumeh Ramazani, Administrative Officer
City of Sacramento Fire Department
5770 Freeport Blvd., Suite 200
Sacramento, CA 95822-3516

Phone: (916) 808-8065 Email: mramazani@sfd.cityofsacramento.org

2. Term

The term of this Amendment shall commence on January 1, 2024 and shall terminate on December 31, 2027.

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: MOLINA HEALTHCARE

By: _____ Date: _____

Jennifer Eiseberg, Vice President of Network Management and Operations, Molina Healthcare

PROVIDER: CITY OF SACRAMENTO, VIA ITS FIRE DEPARTMENT

By: _____ Date: _____

Leyne Milstein, Interim City Manager, City of Sacramento

Approved as to Form:  Date: Aug 28, 2025
Gary Lindsey (Aug 28, 2025 09:14:27 PDT)

Gary P. Lindsey, Jr., Senior Deputy City Attorney, City of Sacramento

Attest By: _____ Date: _____

Wendy Klock-Johnson, Assistant City Clerk, City of Sacramento