

AMENDMENT NO. 4 TO THE MASTER SERVICES AGREEMENT**Between****PARTNERSHIP HEALTHPLAN OF CALIFORNIA****and****NAPA COUNTY**

This Amendment No. 4 (“Amendment”) to the Master Services Agreement for Community Supports (“Agreement”) is entered into between Partnership HealthPlan of California (“Partnership”) and Napa County (“Subcontractor”), (collectively, the “Parties”). This Amendment is to be effective January 1, 2025. In the event of a conflict between this Amendment and any other provision of the Agreement, this Amendment will control. Any capitalized term utilized in this Amendment will have the same meaning ascribed to it in the Agreement unless otherwise set forth in this Amendment. If a capitalized term used in this Amendment is not defined in the Agreement or this Amendment, it will have the same meaning ascribed to it in the Medi-Cal Contract.

RECITALS

WHEREAS, the Parties entered into the Agreement dated January 1, 2022; and

WHEREAS, the Parties entered into subsequent amendments to extend the term of the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to extend the term further and to reflect compliance with recent updates to the Medi-Cal Contract.

NOW, THEREFORE, in consideration of the foregoing, the Agreement is amended as follows:

1. ARTICLE XI - TERM, TERMINATION AND AMENDMENT, Section 11.1: “TERM” is hereby removed in its entirety and replaced with the following:

The term of this Agreement begins on the Effective Date and will continue in effect until December 31, 2025, unless terminated sooner in accordance with the terms of this Agreement.

2. ARTICLE XII – OTHER PROVISIONS, Section 12.4: “NOTICES” is hereby revised to reflect the following notice information for Partnership **from** Elizabeth Gibboney, CEO **to** Sonja Bjork, CEO.
3. EXHIBIT C - DATA SHARING AGREEMENT: Agreement for Disclosure and Use of Data and Documents, Section 3., 4., & 5.

Section 3. Partnership HealthPlan of California information table is revised **from** Kirt Kemp, CIO as Name of Custodian of Files Title/Component and 707-863-4103 / kkemp@partnershiphp.org for phone number and email address **to** Tina Buop, CIO as Name of Custodian of Files/Component and 707-366-3825 / tbuop@partnershiphp.org for phone number and email address.

Section 4. Partnership HealthPlan of California information table is revised **from** Elizabeth Gibboney, CEO as Name of Designates Individual and Title and 707-863-4232 / egibboney@partnershiphp.org for direct phone line and direct email address **to** Sonja Bjork, CEO as Name of Designates Individual and Title and 707-419-7931 / sbjork@partnershiphp.org for direct phone line and direct email address.

Section 5. Last paragraph is hereby deleted in its entirety and replaced with the following:

This Agreement will terminate on December 31, 2025, or on the date Partnership terminates the Community Supports Master Services Agreement, or Delegation Agreement with Napa County, or when the Parties agree the data sharing is no longer needed as part of continuing healthcare operations, as set forth in this Exhibit C.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the subsequent Amendment between Partnership and Subcontractor is entered into by and between the undersigned parties.

Subcontractor

Napa County

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Partnership

Partnership HealthPlan of California

Signed by:
Signature: Sonja Bjork
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Printed Name: Sonja Bjork

Title: Chief Executive Officer

Date: 6/10/2025

Approved as to Form
Napa County Counsel
By: Silva Darbinian
Deputy