

PROVIDER RECRUITMENT PROGRAM GRANT AGREEMENT

This Provider Recruitment Program (“**PRP**”) Grant Agreement (“**Agreement**”) is effective as of July 1, 2025 (“**Effective Date**”) by and between Partnership HealthPlan of California (“**Plan**”), a public entity contracted with the Department of Health Care Services (“**DHCS**”), and Tehama County Health Services Agency (“**Grantee**”). Grantee and Plan may be referred to each individually as “**Party**” and collectively as “**Parties**” in this Agreement.

Recitals

Whereas, Plan is a non-profit, community-based health care organization that contracts with the State of California (“**State**”) through DHCS to administer Medi-Cal benefits through local care providers to ensure Medi-Cal recipients have access to comprehensive quality care;

Whereas, Plan delivers care to assigned enrollees in twenty-four counties (“**Members**”), which includes many rural communities, and Plan is geographically the largest managed care health plan in the State;

Whereas, offering care to Members in rural areas across a large geographical area creates challenges, and Plan is committed to providing its Members with a sufficient number of contracted providers to ensure quality care for each Member;

Whereas, Plan created the PRP to offer grants (“**Grant(s)**”) to contracted providers for recruiting and hiring individual providers who agree to join Plan’s network and treat Members, as Plan budget allows (“**Recruits**”); and

Whereas, Plan and Grantee agreed to the following terms and conditions to govern any Grants awarded by Plan to Grantee.

Now, therefore, the Parties hereby agree as follows:

1. Grant Application Process.

- a. Purpose of Grants and Eligibility. Plan intends the Grants to support the hiring of providers appropriately licensed under applicable laws as primary care provider (“**PCP**”), obstetrics/gynecology (“**OB/GYN**”), women’s health and psychiatric providers – including physicians (“**MDs**” or “**DOs**”), nurse practitioners (“**NPs**”), and physician assistants (“**PAs**”), specializing in a family medicine, internal medicine, pediatrics, perinatal services (including labor and delivery) or obstetrics/gynecology – to meet and improve the access to care needs for Members. A capped number of Provider Recruitment Grants will be awarded as determined by Plan in its sole discretion. The licensed and certified providers named in this Section 1.a are each a “**Licensed Professional**” under this Agreement.

- b. Application. Applications for Provider Recruitment Grants are subject to the availability of funds and will only be approved if the request aligns with the purpose to meet and improve the access to care needs for Members.
- i. To be considered for a Grant, Grantee must complete the PRP application process and requirements as determined by Plan.
 - ii. Plan may reimburse the Grantee for actual site visit expenses incurred, up to a maximum of \$1,000 per Recruit, for the purpose of conducting an in-person interview (“Site Visit Match”). To be eligible for reimbursement, Grantee must submit a Site Visit Match Incentive Request application as outlined in Section 1.b.i. Reimbursement is subject to organizational eligibility and program criteria. Plan may impose a cap on the number of Site Visit Match requests an organization may submit within a given grant year.
 - iii. If Plan, in its sole discretion, determines that Grantee has met the initial requirements set forth in this Section 1, Plan shall issue an initial approval of the Grant to Grantee (“**Initial Approval**”), detailing the Grant amount. Plan shall not rescind the Initial Approval for six (6) months; provided, however, Plan shall have no obligation to make a Grant payment to Grantee until Grantee additionally completes the requirements in Section 1.d.
- c. Qualifications. A Recruit must (i) be a new addition to the Plan’s provider network in Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Marin, Mendocino, Modoc, Napa, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and/or Yuba counties (“**Counties**”), and unless otherwise approved by Plan, should not be a transfer within Plan’s network in any of the Counties, and (ii) additionally meet all the following qualifications for Grantee to receive Grant funds under this Agreement:
- i. *PCP, OB/GYN, Women’s Health, and Psychiatric Recruits.*
 - The Recruit must provide professional services as a physician, nurse practitioner, or physician assistant at a professional office or clinic location maintained by Grantee in one (1) or more Counties.
 - The Recruit must be a Licensed Professional and credentialed within six (6) months of candidate’s start date in accordance with this Agreement and applicable laws to provide services to Medi-Cal beneficiaries.
 - Psychiatric provider Recruits must provide both in-person and tele-health care services to Members.
- d. Grant Terms. Following Initial Approval and other application requirements satisfied as determined by Plan, Grantee shall submit a duly signed offer letter of acceptance from Recruit, which must cite Plan as funder of the PRP incentives applicable to the Recruit, as set forth in this Agreement, and, upon request, proof of Recruit’s submission to Plan’s credentialing process, and a duly signed and dated employment contract, which

must include the PRP incentives applicable to the Recruit as set forth in this Agreement, and as otherwise described in the Grant application requirements. All PRP incentives should be approved by Plan prior to formal offers being made to a Recruit. If Plan determines that Grantee and Recruit have provided the required information under this section, Plan will provide notice to Grantee of final approval of the Grant (“**Final Approval**”). The Grant term for that Recruit is effective as of the Final Approval date consistent with the terms outlined in this Agreement (“**Grant Effective Date**”) and continues in effect for up to five (5) years, expiring on the fifth anniversary of the Grant Effective Date, unless the Grant is terminated earlier as provided herein (“**Grant Term**”). No Grant shall take effect if Grantee has not obtained Final Approval.

2. **Use of Funds.** Grantee will pay Recruits who receive Final Approval from the Plan and then are employed by Grantee the PRP payments designated by Plan for that Recruit, minus any applicable taxes, as set forth in this Section 2. Grantee may not subtract PRP from the compensation package that the Recruit receives from Grantee. Grant payments will be disbursed as outlined in Section 3.

- a. PCP, OB/GYN, Women’s Health, and Psychiatric Recruits.

- Plan shall provide PRP Grants to Grantee for Recruits who receive Final Approvals as follows:
- MD/DOs may receive up to \$100,000 sign-on bonus
- NPs and PAs may receive up to \$50,000 sign-on bonus.
- Sign-on bonuses are prorated based on a Recruit’s full-time equivalent (“**FTE**”) percentage for providing direct patient care for PCP and/or women’s health/perinatal services. For example, a physician Recruit that will provide direct patient care for PCP and/or women’s health/perinatal services at .80 FTE may be eligible for an \$80,000 sign-on bonus ($.80 \times \$100,000 = \$80,000$). Plan may require backup documentation from Grantee regarding Recruits’ FTE percentage for PCP and/or women’s health/perinatal services.
- Upon Grantee’s request at the time of application, or at Plan’s discretion, the Plan may adjust the total sign-on bonus to a prorated amount. This adjustment shall also be based on the Recruit’s Full-Time Equivalent (FTE) percentage dedicated to direct patient care and/or women’s health and perinatal services, relative to the standard bonus amount otherwise applicable.
- Plan will match actual moving expenses for a Recruit who has received Final Approval up to \$5,000 (“**Moving Allowance**”). Recruits must provide Plan with receipts that are directly attributable to Recruit moving from a residence outside of Counties.

- Plan will match actual site visit expenses for Recruit up to a \$1,000 Plan commitment. Restrictions on site visit match requests will apply based on organizational eligibility and program criteria. Additional guidance will be provided as part of the program requirements.
- Plan will pay to move the extended family (limited to one (1) parental/or parental in-law residence) of an existing provider to the community (“**Extended Family Moving Allowance**”). Plan will reimburse the Grantee actual moving expenses up to a \$5,000 Plan commitment. The goal of this incentive is to help a Recruit put down deeper roots in a community. The Recruit must have been with the Grantee for at least one (1) year.
- If Recruit is an MD or DO in a family medicine, internal medicine, or psychiatry residency training program within one (1) of the twenty-four (24) counties in which Plan operates, or has completed relevant clinical training, as determined by Plan, within one (1) of the twenty-four (24) counties in which Plan operates, Recruit may be eligible for an additional Grant payment during their third-year of residency. Grantee shall submit all the applicable application materials required in Section 1, and if Recruit contracts to work for Grantee following Recruit’s residency, Plan will make an additional Grant payment of \$20,000 within thirty (30) days of approving the application (“**Residency Grant Payment**”). If Grantee does not ultimately employ Recruit or Recruit’s employment with Grantee does not last twelve (12) months, or Recruit is not able to complete credentialing with Partnership, Grantee shall promptly notify Plan and return the Residency Grant Payment to Plan within thirty (30) days of learning that Recruit did not meet the requirements under this section.
- Residency Grant Payments are prorated based on a Recruit’s expected full-time equivalent (“**FTE**”) percentage for providing direct patient care for PCP and/or women’s health/perinatal services.

3. Payment Schedule. Subject to the terms of this Agreement, Plan shall make Grant payments according to the following schedule and documentation requirements. Plan shall make reasonable efforts to submit the payments to Grantee under this section within thirty (30) days of Recruit meeting the applicable milestone, and Grantee meeting applicable documentation requirements, though payment may be delayed for reasons such as a Recruit not completing the Plan’s credentialing process. Plan shall have no obligation to make any Grant payments to Grantee if Grantee does not comply with all terms of this Agreement.

- PCP, OB/GYN, Women’s Health, and Psychiatric Recruits.
 - i. Payout for a full-time MD/DO Recruit’s sign-on bonus of \$100,000 and an NP or PA, Recruit’s bonus of \$50,000 are as follows:

- \$20,000 for the MD/DO and \$10,000 for the NP/PA in the first year of the Grant Term (50% within thirty (30) days of the Grant Effective Date, or, if Recruit has not completed Plan's credentialing process within thirty (30) days after the Grant Effective Date, within thirty (30) days of Recruit completing Plan's credentialing process), and 50% twelve (12) months after the Grant Effective Date if the Recruit is still practicing with Grantee as required under this Agreement).
 - \$20,000 for the MD/DO and \$10,000 for the NP/PA twenty-four (24) months after the Grant Effective Date if the Recruit is still practicing with Grantee as required under this Agreement.
 - \$20,000 for the MD/DO and \$10,000 for the NP/PA thirty-six (36) months after completing Plan's re-credentialing process if the Recruit is still practicing with Grantee as required under this Agreement.
 - \$20,000 for the MD/DO and \$10,000 for the NP/PA forty-eight (48) months after the Grant Effective Date if the Recruit is still practicing with Grantee as required under this Agreement.
 - \$20,000 for the MD/DO and \$10,000 for the NP/PA sixty (60) months after the Grant Effective Date if the Recruit is still practicing with Grantee as required under this Agreement.
 - Residency Grant Payment. In addition to the above \$100,000 payment cycle, if a Recruit is an MD or DO in a residency training program within one (1) of Partnership's twenty-four (24) counties, Recruit is eligible for an additional Grant payment during their third year of residency of up to \$20,000.
- ii. Grantee shall provide Plan with receipts or proof of reimbursement to Recruit within sixty (60) days of the Recruit's relocation date to receive payment for the moving allowance.
- iii. Grantee shall provide Plan with receipts or proof of reimbursement to Recruit within sixty (60) days of site visit date to receive payment for the site visit allowance.
- iv. Grantee will need to furnish Plan with receipts or proof of reimbursement to Recruit or receipts for moving expenses to move the extended family (parentals/parental in-laws) of a Recruit to the community for Grantee to receive up to \$5,000 from the Plan. Grantee must provide proof of twelve (12) months' employment for Recruit to receive the incentive. The Recruit must have been previously supported by PRP in order to qualify for extended family moving allowance support.

- v. If a change in the percentage of direct patient care takes place for a previously approved Recruit with approved Grant payments remaining, Grantees must complete the below steps:
- Grantee will provide a direct patient care incentive adjustment request to Plan to increase or decrease the sign-on bonus amount for the remaining payments due to the Grantee ongoing (*i.e.* 12, 24, 36, 48, or 60-month payments) in support of the Recruit.
 - The adjustment request must include the estimated number of Members affected by the change (*i.e.* estimated number of Members provided services based on the change).
 - It is the responsibility of the Grantee to submit requests to make a change to the Plan within thirty (30) days of the initial hire date or anniversary date. For example, if Recruit's FTE percentage for PCP and/or women's health/perinatal services changes in their second year of practice, a site may submit a change request to adjust the remaining bonus payment(s) at 24, 36, 48, and 60 months accordingly. Once Plan approves the change request, in order to complete payment(s) at the adjusted amount, Grantee must provide documentation (*i.e.* personnel form citing the updated practice percentage) to Plan along with the request change in order for Plan to review and approve the request. Change requests to increase incentive will be considered based upon the availability of grant funds and is subject to Plan's approval process.
- Attestation Prior to Ongoing Payment. At each of the twelve (12), twenty-four (24), thirty-six (36), forty-eight (48), and sixty (60)-month practice milestones, Grantee must submit an attestation to Plan specifically confirming that the Recruit continues to meet the licensure/certification, FTE, direct patient care, and Member Access (as defined below in Section 4. c Member Access) requirements of this Agreement upon reaching the applicable milestone before Grantee will be eligible for each respective milestone payment under this Section 3.

4. Grant Conditions.

- a. Credentialing. Plan or its delegate must credential all Recruits in accordance with Plan's credentialing policies and procedures and applicable laws prior to Recruit's participation in Plan's network of providers. If Recruit is not credentialed within six (6) months of the candidate's start date, Plan shall have no obligation to pay additional Grant amounts to Grantee for the Recruit, Recruit must also successfully complete any Plan-required re-credentialing to remain eligible for upcoming Grant payment milestones under Section 3. If any Recruit fails to meet Plan's re-credentialing requirement, Plan will not make any additional Grant payments until the Recruit has successfully completed re-credentialing. Recruit will be eligible to receive past, missed Grant payments after being re-credentialed.

- b. Good Standing. Grantee must maintain a contract in Good Standing with Plan for participation in Plan's provider network at all times during the term of this Agreement, and/or, in those circumstances where the provision of services to Members is arranged through an external entity, maintain a contract in Good Standing with an external entity for the provision of services to Members.

Definition of Good Standing: Partnership has the sole authority to determine if a provider is in Good Standing based on the criteria set forth below:

- i. Is contracted with Plan, or another external entity, for the provision of services to Members.
- ii. Has not issued or threatened to issue a termination of that contract.
- iii. Is not pursuing any litigation or arbitration against Plan during the term of the Agreement.
- iv. Has demonstrated the intent, in Plan's sole determination, to continue to work with Plan to address community and Member issues. Plan may determine that a Grantee is not in Good Standing based on relevant quality, payment, or other business concerns, including Member Access requirements.
- v. Is financially solvent (*i.e.*, not in bankruptcy proceedings).
- vi. Is not under financial or administrative sanctions, exclusion or disbarment by any State or federal agency, including DHCS and the Centers for Medicare & Medicaid Services.
- vii. Is adhering to the terms of its contract with Plan, including following Plan policies, quality, encounter data completeness, and billing timeliness requirements.
- viii. Is not under investigation for fraud, embezzlement, or overbilling.
- ix. Is not conducting other activities adverse to the business interests of Plan.

If Grantee is no longer in Good Standing with Plan, it is not eligible for any Grant payments under this Agreement and shall return within thirty (30) days of receiving notice from Plan any Grant funds paid to Grantee while Grantee was not in Good Standing. If Grantee re-establishes itself in Good Standing during any Grant Term, Grantee would be eligible for upcoming Grant payments under Section 3, and any past Grant payments that were held by Plan for not remaining in Good Standing.

- c. Medi-Cal Contract Termination. If Grantee or Recruit terminates its Medi-Cal contract with DHCS, Grantee must notify Plan in writing within thirty (30) days of such occurrence. Grantee shall not be eligible for any additional Grant payments under this Agreement following the termination of its Medi-Cal Contract. In addition, Grantee shall not be eligible for any Grant payments for a Recruit who terminates their Medi-Cal Contract, and if the Recruit terminates their Medi-Cal Contract within twelve (12) months of the Grant Effective Date, Grantee must return to Plan within thirty (30) days of receiving notice from Plan the initial sign-on bonus received for the Recruit upon the Grant Effective Date.
- d. Member Access. Recruit may only close their panel to Members and stop accepting Members as new patients if Recruit has first closed its panel and stopped accepting

patients from every other health plan with which Grantee and/or Recruit are contracted. If Recruit fails to meet the access standards under this section at any time during the Grant Term, Grantee shall no longer be eligible for Grant payments and are no longer eligible to apply for additional bonus incentives while not in good standing. If Grantee re-establishes Member access under this section during any Grant Term, Grantee would be eligible for past Grant payments that were held by Plan for the Recruit failing to meet the access standards, and for upcoming Grant payments under Section 3.

- e. End of Recruit Employment. If a Recruit is no longer employed by Grantee, Grantee must notify Plan in writing within thirty (30) days of such occurrence. If a Recruit leaves the Grantee's employment, Grantee shall not be eligible for any additional Grant payments for that Recruit. If the Recruit does not complete twelve (12) months of employment with Grantee, Grantee must return to Plan within thirty (30) days of receiving notice from Plan the initial sign-on bonus received for the Recruit upon the Grant Effective Date, and/or any Moving Allowance or Extended Moving Allowance funds received for Recruit. If a Recruit dies within twelve (12) months of the Grant Effective Date, Grantee shall not owe a repayment obligation under this section, but Grantee shall not be eligible for any additional Grant payments for that Recruit.
 - f. Repayment Interest. If Grantee does not return payments to Plan within the time frames specified in this Agreement, Grantee shall owe Plan interest, in addition to the repayment amount, at fifteen percent (15%) per annum on the repayment sum.
- 5. Reporting.** Grantee will submit a final report, as requested by Plan, describing the outcome of the Grant within thirty (30) days of Plan's last Grant payment under this Agreement. Grantee is not eligible for additional Grant payments under this Agreement until it has submitted any overdue reports under this section.

In addition to the required final report, Plan may contact Grantee during the Grant Term to inquire about:

- a. The status of the Grant(s).
- b. To require completion of Plan's provider vacancy rate surveys.
- c. To verify Member Access requirement is being met.

As needed, Plan may request from Grantee any additional information related to the grant that is not expressly outlined in this Agreement.

Grantee's failure to respond to these Plan inquiries within thirty (30) days of Plan's last Grant payment may disqualify Grantee from receiving future Grants from Plan, including Grant payments under this Agreement.

- 6. Evaluation and Monitoring.** Plan is entitled to monitor Grantee and Recruit and evaluate Grantee and/or Recruit's operations under this Grant. Monitoring may include unannounced visits from Plan staff to observe Grantee's operations related to Grant, discussions with Grantee's personnel regarding services related to the Grant, or Plan's review of Grantee's and/or Recruit's financial or other records and materials connected with the activities

financed by this Grant. As part of the evaluation of the Grant, Plan may meet with Recruits at the time of hire as a welcome to the Plan's service area. In addition, if a Recruit gives notice and intends to leave practice/Plan service area, Plan may conduct an exit interview with the Recruit.

Plan may also conduct a check-in on at least an annual basis with Recruits to ensure that Recruits feel connected and supported in the community. The data collected helps better define what Recruits need. Additionally, Plan may use responses to its discussions with Recruits in promotional materials for Plan, as agreed to by Recruit.

7. **Term and Termination.** This Agreement is effective as of the Effective Date and shall continue in effect until June 30, 2026. Plan may terminate this Agreement by providing Grantee ten (10) days' prior written notice if (i) Grantee breaches the Agreement, or (ii) if Plan no longer has sufficient funding for Grants under the Agreement. In addition, either Party may terminate this Agreement without cause by providing the other Party with thirty (30) days' prior written notice. The Plan shall owe no further Grant payments to Grantee following termination of this Agreement.

8. **Miscellaneous Provisions.**

- a. Notice. Any notice required to be given pursuant to this Agreement shall be in writing and delivered to the other Party by certified or registered mail, return receipt requested or by a recognized national overnight courier service, except e-mail may be used for day-to-day operations and contacts but not for notice or other communications required under this Agreement or by law.
- b. Waiver. No waiver by any Party of any of the provision in this Agreement shall be effective unless explicitly set forth in writing and signed by the Party waiving compliance with the provision. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- c. Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision, and such invalid provision shall be deemed to be severed from this Agreement so long as a court of competent jurisdiction can sever the offending provision and still preserve the purpose of this Agreement and the intent of the Parties.
- d. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall create or shall be deemed to create any joint venture, agency, or partnership between the Parties.
- e. Compliance. Both Parties shall at all times during the term of this Agreement comply with all laws applicable to the Parties' rights and obligations under this Agreement.

- f. Change in Law. If any change to an applicable law has a materially adverse effect on the ability of either Party to carry out its obligations under this Agreement, Plan shall, upon written notice to Grantee, amend this Agreement to comply with the change in law in a manner that accomplishes the intents and objectives of the Parties, as evidenced by the terms of the Agreement.
- g. Amendments. With the exception of revisions under Section 8(f), any amendment to the Agreement must be in writing and signed by an authorized person of each Party.
- h. Assignment. This Agreement shall not be assigned or otherwise transferred, in whole or in part, by Grantee without the prior written consent of Plan. Plan may assign this Agreement in its sole discretion.
- i. Indemnification. Grantee shall defend, indemnify, and hold harmless Plan and its respective officers, directors, agents, volunteers, consultants and employees against any and all third-party claims, losses, demands, damages, costs, expenses, or liability arising out of Grantee's, or its officers, employees, subcontractors, agents, or representatives', breach of this Agreement, negligence, recklessness, or intentional misconduct, except to the extent any such loss was caused by the gross negligence, recklessness, or intentional misconduct of Plan.
- j. No Third-Party Beneficiaries. The Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.
- k. Jurisdiction and Disputes. The Agreement shall be governed and construed in accordance with the laws of the State without giving effect to any choice or conflict of law provision or rule (whether of the State or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State. Each Party irrevocably consents to personal jurisdiction and venue in the State and federal courts located in the County of Solano, California with respect to any claim arising out of or in connection with this Agreement.
- l. Arbitration. If any dispute between the Parties arises out of or relates to this Agreement, or the interpretation, validity or enforceability hereof ("**Dispute**"), the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable resolution satisfactory to the Parties. If the Dispute cannot be settled through negotiation within a period of thirty (30) days, then, upon notice by either Party to the other Party, either Party may submit the Dispute to binding arbitration before JAMS. The arbitration shall be held in accordance with the JAMS then-current Streamlined Arbitration Rules & Procedures, which currently are available at: <https://www.jamsadr.com/rules-streamlined-arbitration>. The arbitrator shall be either a retired judge, or an attorney who is experienced in commercial contracts and licensed to practice law in California, selected

pursuant to the JAMS rules. The Parties expressly agree that any arbitration shall be conducted in Fairfield, California. Each Party understands and agrees that by signing the Agreement, each Party is waiving the right to a jury. The arbitrator shall apply California substantive law in the adjudication of all Disputes. The Parties shall each bear the arbitration costs equally, and each Party shall be responsible for its own attorneys' fees. The arbitrator's decision shall be final and binding upon the Parties. The arbitrator's decision shall include the arbitrator's findings of fact and conclusions of law and shall be issued in writing within thirty (30) days of the commencement of the arbitration proceedings; provided, however, that the arbitrator shall have no jurisdiction to make errors of law or legal reasoning.

- m. Interpretation. Each Party has had the opportunity to have counsel of its choice examine the provisions of this Agreement, and no implication shall be drawn against any Party by virtue of the drafting of this Agreement.
- n. Without Limitation. Any reference in the Agreement to "include(s)" or "including" means inclusion without limitation, unless otherwise distinguished within the text.
- o. Recitals. The recitals set forth in this Agreement are made a part of the Agreement by this reference.
- p. Entire Agreement. This Agreement and any documents expressly incorporated herein by reference comprise the entire agreement between the Parties in relation to the matters referred to herein and supersede any previous agreement, arrangement, communication, and/or negotiation (whether written or oral) between the Parties relating thereto.
- q. Counterparts. This Agreement may be executed by exchange of faxed or electronically transmitted (.pdf) executed signature pages, and any signature transmitted by facsimile or pdf for purpose of executing this Agreement shall be deemed an original signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

AS WITNESS this Agreement has been signed on behalf of each Party by its duly authorized representative:

**PARTNERSHIP HEALTHPLAN
OF CALIFORNIA**

**TEHAMA COUNTY HEALTH SERVICES
AGENCY**

By: _____

Name: _____

Title: _____

Date: _____

By: Jayne S. Bottke

Name: Jayne S. Bottke

Title: Executive Director

Date: 12-17-25

