

**INTERGOVERNMENTAL AGREEMENT REGARDING  
TRANSFER OF PUBLIC FUNDS**

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (“DHCS”) and the COUNTY OF MONTEREY, CALIFORNIA on behalf of Natividad Medical Center (the “Governmental Funding Entity”) with respect to the matters set forth below.

**RECITALS**

A. This Agreement is made pursuant to the authority of Sections 14199.2 and 14301.5 of the Welfare & Institutions Code.

B. The Central California Alliance for Health is a public entity formed pursuant to Welfare and Institutions Code section 14087.54 and County Code Chapter 7.58, County Code Chapter 2.45 and County Code Chapter 9.43. Central California Alliance for Health is a party to a Medi-Cal managed care contract with DHCS, entered into pursuant to Welfare and Institutions Code Section 14087.3, under which Central California Alliance for Health arranges and pays for the provision of covered Medi-Cal health care services to eligible Medi-Cal members residing in the County.

THEREFORE, the parties agree as follows:

**AGREEMENT**

1. Transfer of Public Funds

1.1 The Governmental Funding Entity shall transfer funds to DHCS pursuant to Sections 14164, 14199.2, and 14301.5 of the Welfare and Institutions Code, up to a maximum total amount of Five Hundred Fifty-two Thousand, Four Hundred Forty-one dollars (\$552,441) for the period of January 1, 2017 through June 30, 2017, to be used solely as a portion of the

nonfederal share of actuarially sound Medi-Cal managed care capitation rates for Health Plan (Central California Alliance for Health) for the period of January 1, 2017 through June 30, 2017, as described in paragraph 2.2 below. The funds shall be transferred in accordance with a mutually agreed upon schedule between the Governmental Funding Entity and DHCS, in the amounts and components specified therein.

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. For transferring units of government that are also direct service providers, 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.

2. Acceptance and Use of Transferred Funds by DHCS

2.1 DHCS shall exercise its authority under Sections 14164, 14199.2, and 14301.5 of the Welfare and Institutions Code to accept funds transferred by the Governmental Funding Entity pursuant to this Agreement as intergovernmental transfers (IGTs), to use for the purpose set forth in paragraph 2.2 below.

2.2 The funds transferred by the Governmental Funding Entity pursuant to this Agreement shall be used to fund a portion of the nonfederal share of Medi-Cal managed care actuarially sound capitation rates described in subdivision (b) of Section 14199.2, and subdivision (a) of Section 14301.5 of the Welfare and Institutions Code and shall be paid, together with the related federal financial participation, by DHCS to Health Plan as part of

Health Plans' capitation rates for the period January 1, 2017 through June 30, 2017. To the extent that DHCS has made and documented such expenditures, or portion thereof, prior to the necessary funds being transferred by the Governmental Funding Entity, the appropriate amount of subsequently transferred funds shall be deemed to have been used in accordance with the requirements of this paragraph 2.2. The capitation rate amounts paid under this paragraph shall be used for payments related to Medi-Cal services rendered to Medi-Cal beneficiaries. The rate amounts paid under this paragraph shall be in addition to, and shall not replace or supplant, all other amounts paid or payable by DHCS or other State agencies to Health Plans.

2.3 DHCS shall seek federal financial participation for the rate amounts specified in paragraph 2.2 to the full extent permitted by federal law.

2.4 The parties acknowledge that State DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services (CMS) prior to the payment of any rate amounts pursuant to paragraph 2.2.

2.5 The parties agree that none of these funds, from either 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 Plans to providers under the terms of this Agreement and their provider agreement constitute patient care revenues.

2.6 Within One Hundred Twenty (120) calendar days of the execution of this Agreement, and every quarter as applicable thereafter, DHCS shall advise the Governmental Funding Entity and Health Plans of the amount of the Medi-Cal managed care capitation rate amounts that DHCS paid to Health Plans during the applicable rate period specified in paragraph 2.2 involving any funding under the terms of this Agreement.

2.7 If any portion of the funds transferred by the Governmental Funding Entity pursuant to this Agreement is not expended by DHCS for the specified rate amounts under paragraph 2.2, DHCS shall return the unexpended funds to the Governmental Funding Entity.

3. Amendments

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

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

4. Notices. Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered 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 set forth below:

To the Governmental Funding Entity:

Gary Gray, D.O., Chief Executive Officer  
County of Monterey/Natividad Medical Center  
1441 Constitution Blvd.  
Salinas, CA 93906  
GrayGR@natividad.com

With copies to:

Natividad Medical Center  
Attn: Nancy Majewski, Managed Care Operations Manager  
1441 Constitution Blvd.  
Salinas, CA 93906  
MajewskiNS@natividad.com

To DHCS:

Sandra Dixon  
California Department of Health Care Services

Capitated Rates Development Division  
1501 Capitol Ave., Suite 71-4002  
P.O. Box 997413  
MS 4413  
Sacramento, CA 95899-7413  
Sandra.Dixon@dhcs.ca.gov

5. Other Provisions

5.1 This Agreement contains the entire Agreement between the parties with respect to the Medi-Cal rate amounts for Health Plans described in paragraph 2.2 that are funded by the Governmental Funding Entity pursuant to paragraph (1) of subdivision (e) of Section 14199.2, and paragraph (4) of subdivision (b) of Section 14301.5 of the Welfare and Institutions Code, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements regarding such transferred funds between the Governmental Funding Entity and DHCS. 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. One or more other agreements already exist between the parties regarding such other matters, and other agreements may be entered into in the future. This Agreement shall not modify the terms of any other agreement between the parties.

5.2 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.

5.3 Paragraph 2 of this Agreement shall survive the expiration or termination of this Agreement.

5.4 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.

5.5 Time is of the essence in this Agreement.

5.6 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so.

6. 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.

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

8. Term. This Agreement shall be effective as of January 1, 2017 and shall expire as of ~~June 30, 2019~~ **December 31, 2020** unless terminated earlier by mutual agreement of the parties.

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

THE COUNTY OF MONTEREY

By: \_\_\_\_\_

Date: \_\_\_\_\_

Gary Gray D.O., Chief Executive Officer, Natividad Medical Center

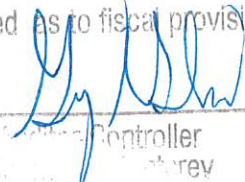
THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: \_\_\_\_\_

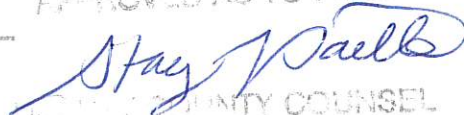
Date: \_\_\_\_\_

Jennifer Lopez, ~~Acting~~ Division Chief, Capitated Rates Development Division

Reviewed as to fiscal provisions

  
\_\_\_\_\_  
Jennifer Lopez  
Division Chief  
Capitated Rates Development Division  
3/20/11

APPROVED AS TO FORM

  
\_\_\_\_\_  
Stacy Waeltli  
County Counsel  
County of Monterey