



# **RESOLUTION No. 18-208**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

### **RESOLUTION APPROVING EXECUTION OF RENEWAL AGREEMENT NO. 17-94753 BETWEEN THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS) AND THE COUNTY OF NEVADA THAT PERTAINS TO NEVADA COUNTY'S PARTICIPATION IN A RATE RANGE INTERGOVERNMENTAL TRANSFER ("IGT"): AN AGREEMENT WHEREBY NEVADA COUNTY RETROACTIVELY RECEIVES FEDERAL FINANCIAL PARTICIPATION MEDI-CAL FUNDS TO COVER UNREIMBURSED COSTS FOR PREVIOUSLY PROVIDED, MANDATED SERVICES**

WHEREAS, Nevada County is eligible per California Welfare and Institutions Code Section 14164 and 14301.4 to participate in an Intergovernmental Transfer (IGT) for the purpose of providing support for the nonfederal share of risk-based payments to managed care health plans to enable the plans to compensate providers designated by the transferring entity for Medi-Cal health care services and for the support of the Medi-Cal Program; and

WHEREAS, the Department of Health Care Services requires execution of the attached Agreement for approval of Nevada County's participation in a Rate Range Intergovernmental Transfer for Fiscal Year 2017/18.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Agreement No. 17-94753 by and between the County and the Department of Health Care Services, pertaining to the Rate Range Intergovernmental Transfer ("IGT"), as a requirement to implement Nevada County's participation in a Rate Range Intergovernmental Transfer to secure additional funds for unreimbursed costs for Medi-Cal delivered services for Fiscal Year 2017/18, be and is hereby approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Agreement on behalf of the County of Nevada.

Funds to be deposited into revenue accounts 1589-50101-491-2000/446000 and 1589-40101-492-1101/446210.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of June, 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Edward Scofield, Chair

6/12/2018 cc: HHSA (5)  
AC\* (Hold)

2/26/19 cc: HHSA\*  
AC\* (Release)

## 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 NEVADA (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 following rate category per member per month (PMPM) contribution increments multiplied by member months:

<b>Funding Entity:</b>	<b>County of Nevada</b>		
<b>Health Plan:</b>	<b>California Health &amp; Wellness</b>		
<b>Rating Region:</b>	<b>18 Rural</b>		
Rate Category	Contribution PMPM	Estimated Member Months	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 0.10	472,730	\$ 47,273
Child - MCHIP	\$ 0.02	161,195	\$ 3,224
Adult - non MCHIP	\$ 0.26	259,704	\$ 67,523
Adult - MCHIP	\$ 0.06	3,194	\$ 192
SPD	\$ 0.81	128,861	\$ 104,377
SPD Full Dual	\$ 0.15	35,166	\$ 5,275
BCCTP	\$ 1.05	44	\$ 46
Optional Expansion 7/2017 - 12/2017	\$ 0.04	250,859	\$ 10,034
Optional Expansion 1/2018 - 6/2018	\$ 0.04	250,274	\$ 10,011
Estimated Total		1,562,027	247,955

The GOVERNMENTAL FUNDING ENTITY agrees to initially transfer amounts that are calculated using the Estimated Member Months in the chart above, which will be reconciled to

actual enrollment for the service period of July 1, 2017 through June 30, 2018 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 Sub-Section 1.1 of this Agreement, to actual enrollment in HEALTH PLAN(S) for the service period of July 1, 2017 through June 30, 2018 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 June 30, 2018. If this 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 this 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 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 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 the chart set forth in Sub-Section 1.1. 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 July 1, 2017 through June 30, 2018, 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 separately from, and simultaneous to, 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 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:

Michael Heggarty  
County of Nevada  
Health and Human Services Agency  
950 Maidu Ave  
Nevada City, CA 95959  
Michael.heggarty@co.nevada.ca.us

With copies to:

Ryan Gruver, Chief Fiscal Administrative Officer  
County of Nevada  
Health and Human Services Agency  
950 Maidu Ave  
Nevada City, CA 95959  
Ryan.gruver@co.nevada.ca.us

To DHCS:

Sandra Dixon  
California Department of Health Care Services  
Capitated Rates Development Division  
1501 Capitol Ave., Suite 71-4002  
MS 4413  
Sacramento, CA 95814  
Sandra.Dixon@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 Medical 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.

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 July 1, 2017 and shall expire as of December 31, 2020 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.

THE County of Nevada

By:  Date: 6/14/18

Ed Scofield, Chairman of the Board of Supervisors, County of Nevada

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By:  Date: 10/24/18

Jennifer Lopez, Acting Division Chief, Capitated Rates Development Division