

**INTERGOVERNMENTAL TRANSFER ASSESSMENT FEE**

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

**RECITALS**

A. This Agreement is made pursuant to the authority of Welfare & Institutions Code, section 14301.4.

THEREFORE, the parties agree as follows:

**AGREEMENT**

1. Transfer of Public Funds

1.1 GOVERNMENTAL FUNDING ENTITY shall make Intergovernmental Transfer(s) (“IGTs”) to State DHCS pursuant to section 14164 of the Welfare and Institutions Code and paragraph 1.1 of the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds contract number 16-93687, to be used as a portion of the non-federal share of actuarially sound Medi-Cal managed care rate range capitation increases (“non-federal share IGT”) to HEALTH PLAN (Partnership HealthPlan of California) for the periods of July 1, 2015 to June 30, 2016 and July 1, 2016 to June 30, 2017.

1.2 The parties acknowledge that State DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services (“CMS”) pertaining to the acceptance of non-federal share IGTs and the payment of non-federal share IGT related rate range capitation increases to HEALTH PLAN.

2. Intergovernmental Transfer Assessment Fee

2.1 The State DHCS shall, upon acceptance of non-federal share IGTs pursuant to the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds, and as described in paragraph 1 of this Agreement, exercise its authority under section 14301.4 of the Welfare and Institutions Code to assess a 20-percent assessment fee on the entire amount of the non-federal share IGTs to reimburse State DHCS for the administrative costs of operating the IGT program pursuant to this section and for the support of the Medi-Cal program.

2.2 The funds subject to the 20-percent assessment fee shall be limited to non-federal share IGTs made by the transferring entity, GOVERNMENTAL FUNDING ENTITY, pursuant to the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds, and as described in paragraph 1 of this Agreement.

2.3 The 20-percent fee will be assessed on the entire amount of the non-federal share IGTs pursuant to the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds, and as described in paragraph 1 of this Agreement, and will be made in addition to, and transferred separately from, the transfer of funds pursuant to the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds.

2.4 The 20-percent assessment fee pursuant to this Agreement is non-refundable and shall be wired to State DHCS separately from, and simultaneous to, the non-federal share IGTs pursuant to the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds, and as described in paragraph 1 of this Agreement. However, if any portion of the non-federal share IGTs is not expended for the specified rate increases stated in paragraph 2.2 of the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds, DHCS shall return a proportionate amount of the 20-percent assessment fee to the GOVERNMENTAL FUNDING ENTITY.

3. Other Provisions

3.1 This Agreement contains the entire Agreement between the parties with respect to the 20-percent assessment fee on non-federal share IGTs pursuant to the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds, and as described in paragraph 1, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the GOVERNMENTAL FUNDING ENTITY and State 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 may 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.

3.2 Time is of the essence in this Agreement.

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

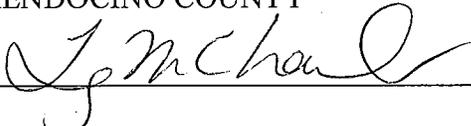
4. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify State DHCS' powers, authorities, and duties under federal and state law and regulations.

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

SIGNATURES

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

THE MENDOCINO COUNTY

By:  Date: 5/22/17

Tammy Moss Chandler, Director Health & Human Services Agency

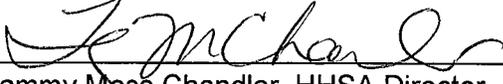
THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By:  Date: 6/28/17

Jennifer Lopez, Acting Division Chief, Capitated Rates Development Division

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF MENDOCINO  
HEALTH AND HUMAN SERVICES AGENCY:

By:   
Tammy Moss Chandler, HHS Director

Date: 5/3/17

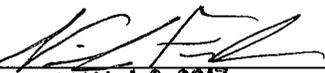
Budgeted:  Yes  No  
Budget Unit: 4070  
Line Item: 862239  
Org/Object Code: CMIGT  
Grant:  Yes  No  
Grant No.:

COUNTY OF MENDOCINO  
By: 

JOHN MCCOWEN, Chair  
BOARD OF SUPERVISORS

Date: MAY 16 2017

ATTEST:  
CARMEL J. ANGELO, Clerk of said Board

By:   
Deputy MAY 16 2017

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

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By:   
Deputy

Date: MAY 16 2017

INSURANCE REVIEW:  
By: 

ALAN D. FLORA, Risk Manager

Date: 5-3-17

CONTRACTOR/COMPANY NAME

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

Printed Name: Jennifer Lopez

Title: Acting Division Chief,

Capitated Rates Development Division

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

NAME AND ADDRESS OF CONTRACTOR:

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

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

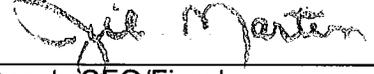
COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:  
KATHARINE L. ELLIOTT, County Counsel

By:   
Deputy

Date: 5/3/17

FISCAL REVIEW:

By:   
Deputy CEO/Fiscal

Date: 5-3-17

EXECUTIVE OFFICE REVIEW:  
APPROVAL RECOMMENDED

By:   
CARMEL J. ANGELO, Chief Executive Officer

Date: 5-3-17

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed  N/A