

**INTERGOVERNMENTAL AGREEMENT REGARDING
TRANSFER OF PUBLIC FUNDS**

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (“DHCS”) and the HUMBOLDT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES (“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 applicable rate category per member per month (“PMPM”) contribution increments multiplied by member months, as reflected in Exhibit 1. The GOVERNMENTAL FUNDING ENTITY agrees to initially transfer amounts that are calculated using the Estimated Member Months in Exhibit 1, which will be reconciled to actual enrollment for the service period of January 1, 2021 through December 31, 2021 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 Exhibit 1, to actual enrollment in HEALTH PLAN(S) for the service period of January 1, 2021 through December 31, 2021 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 December 31, 2021. If 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 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 and Exhibit 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 Exhibit 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 January 1, 2021 through December 31, 2021, 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 simultaneously with 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 either be sent via secure email or submitted in writing 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 as set forth below:

* Any required signature(s) on any documents must be in compliance with California Government Code section 16.5 and any other applicable state or federal regulations.

To the GOVERNMENTAL FUNDING ENTITY:

Connie Beck, Director
Humboldt County Department of Health and Human Services
507 F Street
Eureka, CA 95501
cbeck@co.humboldt.ca.us

With copies to:

Nancy Starck, Legislative & Policy Manager
Humboldt County Department of Health and Human Services
507 F Street
Eureka, CA 95501
nstarck@co.humboldt.ca.us

Trevis Green, Deputy Director - Finance
Humboldt County Department of Health and Human Services
507 F Street
Eureka, CA 95501
tgreen@co.humboldt.ca.us

To DHCS:

Vivian Beeck
California Department of Health Care Services
Capitated Rates Development Division
1501 Capitol Ave., MS 4413
Sacramento, CA 95814
Vivian.Beeck@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 January 1, 2021 and shall expire as of June 30, 2024 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 HUMBOLDT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES:

By:  _____ Date: June 20, 2023 _____

Connie Beck, Director

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By:  _____ Date: August 22, 2023 _____

~~Rafael Davtian, Deputy Director, Health Care Financing~~

David Bishop, Acting Division Chief, Capitated Rates Development Division

Exhibit 1

Health Plan:	Partnership Health Plan of California		
Rating Region:	All Rating Regions		
Service Period	1/2021 - 12/2021		
Rate Category	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child non MCHIP	\$ 0.17	1,835,590	\$ 312,050
Child MCHIP	\$ 0.12	817,276	\$ 98,073
Adult non MCHIP	\$ 0.51	1,045,291	\$ 533,098
Adult MCHIP	\$ 0.37	28,224	\$ 10,443
ACA Optional Expansion	\$ 0.12	2,202,804	\$ 264,336
SPD	\$ 1.47	490,034	\$ 720,350
SPD/Full Dual	\$ 0.32	836,710	\$ 267,747
LTC	\$ 6.63	1,763	\$ 11,689
LTC/Full Dual	\$ 4.18	37,393	\$ 156,303
OBRA	\$ 0.89	1,738	\$ 1,547
WCM	\$ 2.52	83,465	\$ 210,332
Estimated Total		7,380,288	\$ 2,585,968

Health Plan	Funding Entity	County	Service Period	
All Partnership	Humboldt County Department of Health and Human Services	Regional	1/2021 - 12/2021	
Category of Aid	SIS/UIS	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child	SIS	\$ 0.15	2,500,865	\$ 375,130
Child	UIS	\$ 0.26	68,864	\$ 17,905
Adult	SIS	\$ 0.46	1,010,532	\$ 464,845
Adult	UIS	\$ 1.26	83,841	\$ 105,640
ACA Optional Expansion	SIS	\$ 0.10	2,125,083	\$ 212,508
ACA Optional Expansion	UIS	\$ 0.90	104,384	\$ 93,946
SPD	SIS	\$ 1.43	450,393	\$ 644,062
SPD	UIS	\$ 3.26	12,233	\$ 39,880
SPD/Full-Dual	SIS	\$ 0.32	835,571	\$ 267,383
SPD/Full-Dual	UIS	\$ 1.22	1,236	\$ 1,508
LTC (non-dual)	SIS	\$ 5.91	1,152	\$ 6,808
LTC (non-dual)	UIS	\$ 12.31	340	\$ 4,185
LTC/Full-Dual	SIS	\$ 4.17	32,548	\$ 135,725
LTC/Full-Dual	UIS	\$ 9.50	48	\$ 456
Whole Child Model	SIS	\$ 2.50	94,068	\$ 235,170
Whole Child Model	UIS	\$ 4.64	2,059	\$ 9,554
OBRA	SIS	\$ 0.54	5	\$ 3
OBRA	UIS	\$ 0.83	1,190	\$ 988
Est. FE Total			7,324,412	\$ 2,615,696

* Note that Estimated Member Months are subject to variation, and the actual total Contribution (Non-Federal Share) may differ from the amount listed here.

* FMAP is a weighted blend of multiple FMAPs

Certificate Of Completion

Envelope Id: 1DF95FDAFD7F4FB7BD8C5DC845FA60F4	Status: Completed
Subject: Complete with DocuSign: CY 2021 Humboldt CHHS Final Amended.docx	
Source Envelope:	
Document Pages: 9	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Scott Gale
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1501 Capitol Ave
	Sacramento, CA 95814-5005
	Scott.Gale@dhcs.ca.gov
	IP Address: 158.96.4.13

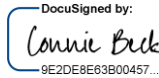
Record Tracking

Status: Original	Holder: Scott Gale	Location: DocuSign
6/20/2023 1:41:36 PM	Scott.Gale@dhcs.ca.gov	
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Storage Appliance Status: Connected	Pool: Department of Health Care Services (CA DHCS)	Location: DocuSign

Signer Events

Connie Beck
cbeck@co.humboldt.ca.us
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style
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Sent: 6/20/2023 1:42:58 PM
Viewed: 6/20/2023 3:22:42 PM
Signed: 6/20/2023 4:25:06 PM

Electronic Record and Signature Disclosure:

Accepted: 6/20/2023 3:22:42 PM
ID: 2da9df69-c8ad-47b6-a0ab-6917a00684a1

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/20/2023 1:42:58 PM
Certified Delivered	Security Checked	6/20/2023 3:22:42 PM
Signing Complete	Security Checked	6/20/2023 4:25:06 PM
Completed	Security Checked	6/20/2023 4:25:06 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

Parties agreed to: Connie Beck

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Department of Health Care Services (CA DHCS) (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Department of Health Care Services (CA DHCS):

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: Russ.Rogers@dhcs.ca.gov

To advise Department of Health Care Services (CA DHCS) of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at Russ.Rogers@dhcs.ca.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Department of Health Care Services (CA DHCS)

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to Russ.Rogers@dhcs.ca.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Department of Health Care Services (CA DHCS)

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to Russ.Rogers@dhcs.ca.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> • Allow per session cookies

- | | |
|--|---|
| | <ul style="list-style-type: none">• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |
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** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Department of Health Care Services (CA DHCS) as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Department of Health Care Services (CA DHCS) during the course of my relationship with you.