

67. Approve agreement with the California Department of Health Care Services in the amount of \$7,705,166 to fund an Intergovernmental Transfer for the non-federal share of Medi-Cal managed care capitation rate increases, and take related actions
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County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: Health Services Agency

Subject: Calendar Year 2024 Intergovernmental Transfer Agreement for Medi-Cal Managed Care Services

Meeting Date: June 24, 2025

Formal Title: Approve agreement with the California Department of Health Care Services in the amount of \$7,705,166 to fund an Intergovernmental Transfer for the non-federal share of Medi-Cal managed care capitation rate increases, and take related actions

Recommended Actions

1. Approve an expenditure agreement with the California Department of Health Care Services, State Contract No. 24-0043, in the amount of \$7,705,166 to fund an Intergovernmental Transfer for the non-federal share of Medi-Cal managed care capitation rate increases, including a 20% assessment fee, for Calendar Year 2024; and
2. Authorize the Interim Director of Health Services or designee to sign the agreement or substantially similar agreement upon review and approval of County Counsel and Risk Management.

Executive Summary

The Health Services Agency (HSA) requests Board approval of an Intergovernmental Transfer (IGT) agreement with the California Department of Health Care Services (DHCS) supporting Medi-Cal managed care services for Calendar Year (CY) 2024. The \$7,705,166 agreement includes an assessment fee of 20% as the DHCS cost to administer the IGT program, which covers Rating Period 2024 (January 1, 2024 through December 31, 2024). HSA receives full reimbursement for this expenditure, and added federal match funding, through a corollary revenue agreement with the Central California Alliance for Health (Alliance).

Discussion

The IGT process allows HSA to draw down supplemental federal funds to augment the capitation rates paid to HSA for providing medical services to Medi-Cal managed care plan beneficiaries. Under the IGT process, HSA transfers funds to DHCS as delineated in the expenditure agreement, and DHCS returns the full expenditure as a reimbursement to HSA, together with matching federal funds, through a revenue agreement with the Alliance. The expenditure agreement includes an assessment fee of 20% for DHCS to administer the IGT program. The Board has authorized HSA to participate in the IGT process annually since Fiscal Year (FY) 2009-10. The last fully executed agreement was approved by the Board for CY 2023 on August 27, 2024.

In CY 2023, HSA transferred \$6,277,442 to DHCS for the service period of January 1, 2023 through December 31, 2023. When federal match was added and returned through the Alliance, HSA received one payment in the amount of \$16,630,287 which includes both local and federal dollars.

The IGT process provides an essential mechanism for HSA to receive needed federal

funding that supplements the Alliance's Medi-Cal managed care plan rates paid to HSA for servicing the Medi-Cal population receiving services in HSA's healthcare clinics. HSA requests Board approval of the proposed expenditure agreement for CY 2024, which will cover the service period of January 1, 2024 through December 31, 2024. The associated revenue agreement with the Alliance is included on HSA's Continuing Agreements List (CAL) approved annually by the Board.

Financial Impact

The cost for the IGT expenditure contract with DHCS, State Contract No. 24-0043, is estimated to be \$7,705,166 under trust account 369301. This total includes \$6,420,972 as HSA's local county share of program costs, and \$1,284,194 as 20% of that payment for administrative overhead. Funding for this expenditure agreement is included in HSA's FY 2023-24 and FY 2024-25 Budgets. The expenditure is fully reimbursed by its corollary revenue agreement, Contract No. R0598, which also adds federal matching dollars. HSA continues to monitor potential federal funding and policy changes that may impact State revenues and services, and will continue to adapt and reallocate resources as needed to maintain essential services amid ongoing uncertainty in funding. These expenditures and revenues involve no County General Funds.

Strategic Initiatives

Operational Plan - Comprehensive Health & Safety

Submitted By:

Jennifer Herrera, Interim Director of Health Services

Recommended By:

Carlos J. Palacios, County Executive Officer

Artificial Intelligence Acknowledgment:

Artificial Intelligence (AI) did not significantly contribute to the development of this agenda item.

**INTERGOVERNMENTAL AGREEMENT REGARDING
TRANSFER OF PUBLIC FUNDS**

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (“DHCS”) and COUNTY OF SANTA CRUZ HEALTH SERVICES AGENCY (“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, 2024 through December 31, 2024 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, 2024 through December 31, 2024 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, 2024. 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 Intergovernmental Transfer (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, 2024 through December 31, 2024, 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:

To the GOVERNMENTAL FUNDING ENTITY:

Jessica Randolph, Health Agency Admin Svcs Director

1080 Emeline Avenue
Santa Cruz, CA 95060
(831) 588-9693
Jessica.Randolph@santacruzcountyca.gov

With copies to:

Christine Williams, Chief Fiscal Svcs.
1800 Green Hills Road Ste. 240
Scotts Valley, CA 95066
(831) 454-7341
Christine.Williams@santacruzcounty.us

Mary Chavez, Admin Svcs Mgr
County of Santa Cruz
1080 Emeline Avenue, Bldg. D
Santa Cruz, CA 95060
Mary.Chavez@santacruzcountyca.gov

Jennifer Herrera, Interim Director Health Svcs Agency
County of Santa Cruz
1080 Emeline Avenue, Bldg. D
Santa Cruz, CA 95060
Jennifer.Herrera@santacruzcountyca.gov

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 Medi-Cal 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. 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.

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.

CONTRACT # IGT-24-0043

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, 2024 and shall expire as of June 30, 2027 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.

COUNTY OF SANTA CRUZ HEALTH SERVICES AGENCY:

By: _____ Date: _____

Jennifer Herrera, Health Services Agency Interim Director

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____ Date: _____

Authorized Representative, Department of Health Care Services

Approved as to Form:

DocuSigned by:

E0F6FD189D784BF... 6/2/2025
Office of the County Counsel Date

Approved as to Insurances:


Signed by:

E4EAD05BA53B4DB... 6/2/2025
Risk Management Date

Exhibit 1

Health Plan	Funding Entity	Rating Region	Service Period	Participation %
Central California Alliance for Health	County of Santa Cruz Health Services Agency	Central California	1/2024 - 12/2024	18.69%
Category of Aid	SIS/UIS	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child	SIS	\$ 0.74	1,893,646	\$ 1,401,298
Child	UIS	\$ 0.32	86,039	\$ 27,532
Adult	SIS	\$ 2.24	613,665	\$ 1,374,610
Adult	UIS	\$ 1.50	414,837	\$ 622,256
Adult Expansion	SIS	\$ 0.41	1,165,281	\$ 477,765
Adult Expansion	UIS	\$ 0.35	260,465	\$ 91,163
SPD	SIS	\$ 5.87	174,012	\$ 1,021,450
SPD	UIS	\$ 3.58	29,471	\$ 105,506
SPD Dual	SIS	\$ 2.05	422,288	\$ 865,690
SPD Dual	UIS	\$ 0.54	4,944	\$ 2,670
LTC	SIS	\$ 5.88	542	\$ 3,187
LTC	UIS	\$ 3.59	287	\$ 1,030
LTC Dual	SIS	\$ 2.06	9,839	\$ 20,268
LTC Dual	UIS	\$ 0.54	85	\$ 46
WCM	SIS	\$ 6.21	64,396	\$ 399,899
WCM	UIS	\$ 4.20	1,572	\$ 6,602
Est. FE Total			5,141,369	\$ 6,420,972

* 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: 6D64C88B-1E49-43E7-BA65-F10FF222C7C4	Status: Sent
Subject: State Contract No 24-0043 (25-1840) 6/24/2025 BOS	
Source Envelope:	
Document Pages: 8	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	HSA Admin Processing
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	701 Ocean Street
	Santa Cruz, CA 95060
	hsa.adminprocessing@santacruzcountyca.gov
	IP Address: 73.158.132.136

Record Tracking

Status: Original 5/30/2025 12:21:40 PM	Holder: HSA Admin Processing	Location: DocuSign
	hsa.adminprocessing@santacruzcountyca.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: County of Santa Cruz	Location: Docusign

Signer Events

Signer Events	Signature	Timestamp
John Nguyen John.Nguyen@santacruzcountyca.gov Lead Assistant County County Counsel Security Level: Email, Account Authentication (None)	 <small>DocuSigned by: F0F6FD189D784BF...</small>	Sent: 5/30/2025 12:31:59 PM Viewed: 6/2/2025 7:18:21 AM Signed: 6/2/2025 7:29:21 AM
	Signature Adoption: Uploaded Signature Image Using IP Address: 76.126.28.101	

Electronic Record and Signature Disclosure:

Accepted: 6/12/2024 8:53:19 AM
ID: cff2bd5b-d3a4-40f2-aa61-cc2de5bbd9e3

Gina Borasi Gina.Borasi@santacruzcountyca.gov Risk Manager County of Santa Cruz Security Level: Email, Account Authentication (None)	 <small>Signed by: E4EADC5BA53B4DB...</small>	Sent: 6/2/2025 7:29:22 AM Viewed: 6/2/2025 11:32:10 AM Signed: 6/2/2025 11:43:14 AM
	Signature Adoption: Pre-selected Style Using IP Address: 63.194.190.100	

Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM
ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

Jennifer Herrera
Jennifer.Herrera@santacruzcountyca.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 3/15/2022 11:53:09 AM
ID: adfbf871-ce91-4e73-80d4-0f78b849cdb5

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Maite Arce Maite.Arce@santacruzcountyca.gov Associate Analyst County of Santa Cruz Security Level: Email, Account Authentication (None)		Sent: 6/2/2025 11:43:16 AM
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Electronic Record and Signature Disclosure:

Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
HSA Admin Processing hsa.adminprocessing@santacruzcountyca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/24/2024 2:34:11 PM ID: 00c89360-1e1f-479f-918e-15cefaa8da5a Mary Chavez Mary.Chavez@santacruzcountyca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/6/2024 9:05:10 AM ID: 70a00aad-91fa-4733-a484-e335fcb03bd0		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		