

AGREEMENT FOR THE DEPARTMENT OF HEALTH CARE SERVICES
TO RETAIN FEDERAL FINANCIAL PARTICIPATION RECEIVED AS A
RESULT OF CERTIFIED PUBLIC EXPENDITURES MADE BY PUBLIC
AGENCIES OTHER THAN THE STATE

The California Department of Health Care Services ("DHCS") and

COUNTY OF SAN LUIS OBISPO

("Public Agency") hereby enter into this Agreement for the Department of Health Care Services to Retain Federal Financial Participation Received as a Result of Certified Public Expenditures Made By Public Agencies Other Than the State ("Agreement"). Collectively, DHCS and the Public Agency are referred to as "the parties". The parties agree to the terms and conditions listed below.

1. Purpose of Agreement. DHCS intends to claim federal financial participation funds from the Centers for Medicare and Medicaid ("CMS") as a result of certain federal flexibilities granted by CMS in its 1115 Demonstration Waiver Special Terms and Conditions, amended February 1, 2010 ("Amended STCs") and its subsequent 1115 Demonstration Waiver Special Terms and Conditions, approved November 1, 2010 ("Bridge to Reform STCs"). This Agreement specifies the terms and conditions by which DHCS will claim federal financial participation ("FFP") for services that were either not eligible for, or not needed to claim the full amount of, FFP prior to the Amended STCs and the Bridge to Reform STCs so as to obtain unused federal funding under the Safety Net Care Pool.
2. Certified Public Expenditures. This Agreement pertains only to those Certified Public Expenditures ("CPEs") provided to DHCS by the public agency

for eligible costs for services from February 1, 2010 through and including October 31, 2015.

3. Public Agency Responsibilities. The Public Agency will forward to DHCS all CPEs for total funds expenditures for eligible costs on a form provided by DHCS. The Public Agency will also provide any necessary reports, documentation, and information requested by DHCS or CMS.

4. DHCS Responsibilities. DHCS will not seek financial reimbursement from the Public Agency for any federal disallowance or deferral based on a CPE subject to this Agreement.

5. Inapplicability of W&I Code §14166.24(d)(1). The Parties agree that because DHCS, not the Public Agency, will retain the federal financial participation received from the federal government for the CPEs subject to this Agreement, Section 14166.24(d)(1) of the Welfare and Institutions Code is inapplicable as it pertains to governmental entity responsibility for federal disallowance or deferral.

6. Integration. This Agreement is intended to be a complete integration of the understanding of the Parties and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of this Agreement.

7. Signatures. The person signing this Agreement on behalf of the Public Agency asserts that he/she is an individual duly authorized and having authority to sign on behalf of the Public Agency and is authorized and designated to enter into this Agreement on behalf of the Public Agency.

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Signature Page

COUNTY OF SAN LUIS OBISPO

Name of Public Agency

Department of Health Care Services

Authorized Signatory

Authorized Signatory

Name

Mr. Bob Sands, Chief

Chairman of the Board
Title

Safety Net Financing Division

Date

Date

COUNTY COUNSEL
Approved as to form and legal effect

WARREN R. JENSEN
COUNTY COUNSEL

By: Shamee Matuszewski
Deputy County Counsel

Date: 7/25/2012