

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



522

FROM: Executive Office

SUBMITTAL DATE:
11/26/13

SUBJECT: Approval of amendment to the agreement with the California Department of Corrections/California Correctional Health Care Services for the Low Income Health Program District 5/5 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the amendment to the agreement between the County and the California Department of Corrections/California Correctional Health Care Services for enrollment of state inmates into the Low Income Health Program, known as Riverside County HealthCare.

BACKGROUND:

Summary

On March 12, 2013 Agenda Item No. 3.3, your Board approved and authorized the Chairman of the Board to sign the agreement between the County and the California Department of Corrections/Correctional Health Care Services for enrollment of state inmates into the Riverside County HealthCare (RCHC) Program. This contract is a requirement of Riverside County's contract with the Department of Health Care Services (DHCS) for the Low Income Health Program (LIHP):

Debra Cournoyer
Debra Cournoyer
Deputy CEO

FORM APPROVED BY COUNTY COUNSEL
BY: *Neal R. Kipnis* DATE: 11/26/13
NEAL R. KIPNIS

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
SOURCE OF FUNDS: LIHP and RCRM Enterprise Fund				Budget Adjustment: N/A	
				For Fiscal Year:	FY 2013/2014

C.E.O. RECOMMENDATION:

APPROVE

BY: *George A. Johnson*
George A. Johnson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- Positions Added
- Change Order
- A-30
- 4/5 Vote

Prev. Agn. Ref.: 3.3 of 3/12/13 | **District:** 5/5 | **Agenda Number:**

3-3

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FORM 11: Approval of amendment to the agreement with the California Department of Corrections/California Correctional Health Care Services for the Low Income Health Program

DATE: 10/24/13

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

As stated in the agreement, the California Correctional Health Care Services (CCHCS) will reimburse Riverside County \$10.00 for the administrative function of enrolling eligible state prisoners into RCHC. Additionally, CCHCS will reimburse the County for one-time non-federal share of allowable administrative costs associated with the CCHCS share of the set up of RCHC agreed upon by both parties up to a total of \$5,000.

Riverside County's responsibilities include enrolling the patient-inmate into RCHC within 10 business days of notification and submit claims based on invoices and certifications received from CCHCS to DHCS for the quarterly claiming of the Federal Financial Participation (FFP).

The amendment to the contract will replace Exhibit E, Data and Security, in its entirety and replace it the attached Exhibit E, Business Associates Agreement. In addition, this amendment will revise Exhibit A, Scope of Work, to update the address and phone numbers for the CDCR project representatives of this agreement.

Neither the contract nor the contract amendment affects the contracted reimbursement rates the CDCR has with Riverside County Regional Medical Center. Likewise this contract does not place RCHC at risk of additional costs for care provided to inmates at acute care facilities state wide. The CDCR is utilizing this contract as a means to claim a federal match to state funds expended in the provision of healthcare services to inmates.

The LIHP is a two year program that is a component of the State's Section 1115(a) Demonstration Waiver which expands health care coverage to low income, uninsured adults who are not eligible for MediCal or other public programs. On December 13, 2011 the Board was provided an update that the contract between DHCS and the County had been signed by the Assistant County Executive Officer. On January 31, 2012, Board of Supervisors' Agenda Item No. 3.2; the Board ratified the contract between the County and the State DHCS for implementation of the Low Income Health Program known as RCHC.

Impact on Citizens and Businesses

This has no impact on Citizens or Businesses in Riverside County.

SUPPLEMENTAL:

Contract History and Price Reasonableness

The contract with the California Department of Corrections/California Correctional Health Care Services for the Low Income Health Program was approved on March 12, 2013 and is a requirement of the contract between the County of Riverside and the DHCS for the implementation of the Low Income Health Program. As there is no cost directly attributable to the contract with the California Department of Corrections/California Correctional Health Care Services and there is the opportunity to gain reimbursement, price reasonableness is not a concern for this contract.

ATTACHMENTS (if needed, in this order):

N/A

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 5 Pages

AGREEMENT NUMBER ICHC.11183	AMENDMENT NUMBER 1
REGISTRATION NUMBER ep1277079	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
California Department of Corrections and Rehabilitation
CONTRACTOR'S NAME
County of Riverside
- The term of this Agreement is January 1, 2012 through June 30, 2014
- The maximum amount of this Agreement after this amendment is: \$16,000.00
Sixteen Thousand Dollars and Zero Cents
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This amendment shall:

Replace the current Exhibit E, Data and Security, in its entirety and replace it with the attached Exhibit E, Business Associates Agreement (HIPAA).

Revise Exhibit A, Scope of Work, to update the address and phone numbers for the CDCR project representatives of this agreement.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>County of Riverside</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>11/13/13</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>John J. Benoit, Chairman, Board of Supervisors</u>		
ADDRESS <u>4080 Lemon Street Riverside, CA 92501</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>California Department of Corrections and Rehabilitation</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>11/13/13</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Terrie Reese, Staff Services Manager I</u>		
ADDRESS <u>P.O. Box 588500, Bldg D2, Elk Grove, CA 95758</u>		
		<input checked="" type="checkbox"/> Exempt per: SCM 4.04

CRIM APPROVED COUNTY COUNSEL
 BY: NEAL R. KIPNIS
 DATE: 11/13/13

Scope of Work

1. The California Department of Corrections and Rehabilitation's/California Correctional Health Care Services (CCHCS) and the Contractor agree the Contractor will enroll eligible patient-inmates identified by the Department of Health Care Services (DHCS) in the Low Income Health Program (LIHP) operated by Contractor for inpatient hospital services provided off state correctional institution grounds, pursuant to Penal Code Section 5072 and Welfare and Institutions Code Section 14053.7.

2. The services shall be performed at Contractor's offices located at: the Riverside County Regional Medical Center offices located at 26520 Cactus Avenue, Moreno Valley, CA 92555.

3. The services shall be provided during normal business hours of 8:00 am to 5:00 pm, Monday through Friday with the exception of weekends and holidays.

4. The project representatives during the term of this agreement will be:

Contract Manager	Project Representative
State Agency: CCHCS – Healthcare Invoice Data and Provider Services Branch	Contractor: County of Riverside
Name: Jennifer Kammerer-Pulley	Name: Jan Remm
Phone: (916) 691-5468	Phone: (951) 486-4462
E-mail: Jennifer.kammerer-pulley@cdcr.ca.gov	E-mail: jremm@co.riverside.ca.us
Fax: (916) 691-3940	Fax: (951) 486-4475
Address: 8280 Longleaf Drive, Bldg. D Elk Grove, CA 95758	Address: 26520 Cactus Avenue Moreno Valley, CA 92562

Direct all contract inquiries to:

Contract Analyst	Contractor Representative
State Agency: CCHCS – California Correctional Health Care Services	Contractor: County of Riverside
Section/Unit: CCHCS – Procurement Services	Section/Unit: Low Income Health Program
Attention: Christopher Chilcott	Attention: Jan Remm
Address: P.O. Box 588500, Bldg D2, Elk Grove, CA 95758	Address: 26520 Cactus Ave Moreno Valley, CA 92555
Phone: (916) 691-4798	Phone: (951) 486-4673
E-mail: Christopher.chilcott@cdcr.ca.gov	E-mail: jremm@co.riverside.ca.us
Fax: (916) 691-3941	Fax: (951) 486-4475

5. Contractor agrees to provide services in the manner specified herein and as detailed in Exhibit A-1, Detailed Scope of Work.

Definitions

Catch-all definition:

The following terms and others used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use¹

Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Contractor to the contract to which this Business Associate Agreement is attached as an exhibit. For purposes of this exhibit only, the term “Agreement” shall refer to this Business Associate Agreement. The term “Service Agreement” shall refer to the contract to which this Business Associate Agreement is attached as an exhibit.

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean California Department of Corrections and Rehabilitation, California Correctional Health Care Services (CCHCS).

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

¹ These definitions are set forth in the Code of Federal Regulations (CFR); Title 45, Public Welfare; PART 160—GENERAL ADMINISTRATIVE REQUIREMENTS § 160.103 Definitions, PART 162--ADMINISTRATIVE REQUIREMENTS § 162.103 Definitions. and PART 164--SECURITY AND PRIVACY § 164.103 Definitions.

- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information and any security incident of which it becomes aware as required by Federal and State laws.
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (e) Make available protected health information in a designated record set to the Covered Entity or individual or the individual's designee as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or at the request of an individual, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- (h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

- (a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in Service Agreement.
- (b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b) However, under 45 CFR 164.520(a)(3), inmates are not entitled to notices of privacy practices, and 45 CFR 164.520 therefore does not currently apply to Covered Entity.

Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the effective date of the Service Agreement, and shall terminate on termination of the Service Agreement or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

(c) Obligations of Business Associate Upon Termination.

Business Associate

Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraph (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

Upon termination of this Agreement, if requested by Covered Entity, Business Associate will transmit the protected health information to another business associate of the Covered Entity.

Upon termination of this Agreement, Business Associate shall obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.