

**SUBMITTAL TO THE RIVERSIDE COUNTY  
IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

425c



**FROM:** Department of Public Social Services on behalf of  
In-Home Supportive Services (IHSS) Public Authority (PA)

**SUBMITTAL DATE:**  
August 20, 2013

**SUBJECT:** Approve Memorandums of Understanding (MOU) for the IHSS Dual Demonstration Project

**RECOMMENDED MOTION:** That the In-Home Supportive Services Public Authority Board:

1. Approve and authorize the Chairperson to sign the attached Riverside County In-Home Supportive Services Public Authority MOUs #AS-02561 and #AS-02696, with Inland Empire Health Plan (IEHP) and IEHP Health Access, and with Molina Healthcare of California, Partner Plan, Inc., effective January 1, 2014, renewing automatically on an annual basis;
2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the agreements; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

*Susan Loew*

Susan Loew, Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	13/14

<b>SOURCE OF FUNDS:</b>		<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
Federal Funding: 0%; State Funding: 0%; County Funding: 0%; Realignment Funding: 0%; Other Funding: 0%		<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY: *Debra Cournoyer*  
Debra Cournoyer

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL  
BY: *Elena M. Boeva*  
DATE: 7-24-13  
Departmental Concurrence

Policy  Policy   
Consent  Consent

**MINUTES OF THE IN HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY BOARD OF DIRECTORS**

On motion of Director Benoit, seconded by Director Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Benoit and Ashley  
Nays: Stone  
Absent: None  
Date: August 20, 2013

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
Deputy

DPSS/IHSS, Purchasing

(Comp. Item 3-71)

Prev. Agn. Ref.: District: All Agenda Number:

7-1

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

Dep't Recomm.:  
Per Exec. Ofc.:

**RE: Approve Memorandums of Understanding (MOUs) for the IHSS Dual Demonstration Project**

**BACKGROUND:**

California State Welfare and Institutions Code (W&IC) section 14186.3(a) requires that In-Home Supportive Services (IHSS) be a Medi-Cal benefit available through managed care health plans in specified counties. The Legislature's intent is to provide IHSS as a managed care benefit, while counties continue to perform functions necessary for the administration of the IHSS program, including conducting assessments and determining authorized hours for recipients. The W&IC also requires that, as a managed care benefit, managed care health plans must administer the program, including entering into a Memorandum of Understanding (MOU) with each county where IHSS is provided as a managed care benefit.

Riverside County In-Home Supportive Services Public Authority (PA) works under the guidance of Riverside County Department of Public Social Services (DPSS). To fulfill this directive, the PA will enter into MOUs with Inland Empire Health Plan and Molina Healthcare of California, Partner Plan, Inc. to outline the overarching duties involved in setting up and maintaining this project. The managed care plans will provide IHSS as a benefit of managed care through a contract with the California Department of Health Care Services. The PA will perform tasks related to the enhancement of the IHSS program, such as maintaining a registry of ready-to-work home care providers, performing Custodian of Records duties for all IHSS home care providers and administering access to health benefits for eligible providers.

This MOU allows for the sharing of confidential client information between the managed care plans and the PA, to promote shared understanding of the client's needs and ensure appropriate access to IHSS. Medi-Cal Personally Identifiable Information (PII) standards are passed on to the managed care plans in these MOUs.

**FINANCIAL:** There are no financial components to these agreements.

**ATTACHMENTS:** #AS-02561 PA and Inland Empire Health Plan  
#AS-02696 PA and Molina Healthcare of California, Partner Plan, Inc.

SL:PR:clh

COORDINATED CARE INITIATIVE  
CAL MEDICCONNECT

*Original 10/14*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES (COUNTY)  
AND  
INLAND EMPIRE HEALTH PLAN AND IEHP HEALTH ACCESS (PLAN)**

**I. PURPOSE**

This Memorandum of Understanding (MOU) is entered into by and between the Riverside County Department of Public Social Services, hereinafter referred to as "COUNTY," and Inland Empire Health Plan and IEHP Health Access, hereinafter collectively referred to as "PLAN," to allow COUNTY to perform activities to support the provision of In-Home Supportive Services (IHSS) as a managed care benefit.

**II. TERMS**

This MOU is effective January 1, 2014. This MOU shall renew automatically in one-year increments unless terminated as outlined in section IX.I.

**III. DEFINITIONS**

- A. "Contract Care Agency" refers to the vendor utilized to provide approved In-Home Supportive Services (IHSS) providers to provide services to clients.
- B. "Emergency Start" services refers to In-Home Supportive Service (IHSS) service referrals that must be responded to within 24 hours.

**IV. SCOPE OF WORK**

Welfare and Institutions Code (WIC) section 14186.35(a) requires that IHSS be a Medi-Cal benefit available through managed care health plans in specified counties. WIC section 14186(b)(6) states that it is the intent of the Legislature that in providing IHSS as a managed care benefit "counties continue to perform functions necessary for the administration of the IHSS program, including conducting assessments and determining authorized hours for recipients." Furthermore, WIC section 14186.35(a) requires that, as a managed care benefit, managed care health plans must administer the program in a specified manner, including entering into an MOU with each county where IHSS is provided as a managed care benefit to allow the county to continue to perform specified functions.

PLAN is the entity responsible for the provision of IHSS as a benefit of managed care through a contract with the California Department of Health Care Services. COUNTY will perform tasks related to the administration of the IHSS program specified in WIC section 14186.35(a)(9). This MOU gives COUNTY the authority to perform these functions under a managed care system.

Additionally, this MOU allows for the sharing of confidential recipient information to and from both parties to this MOU to promote shared understanding of the consumer's needs and ensure appropriate access to IHSS.

This MOU does not contain a funding component. There is no budget for this MOU.

## **V. COUNTY RESPONSIBILITIES**

- A. COUNTY will assess, approve and authorize each IHSS recipient's initial and continuing need for services pursuant to article 7 (commencing with Section 12300) of chapter 3 of the WIC. Assessments shall be shared with care coordination teams established pursuant to WIC section 14186.35(a)(4). Additional input from the coordination team may be received and considered by COUNTY.
- B. COUNTY shall enroll IHSS providers, conduct provider orientation, and retain enrollment documentation in the manner set forth in WIC section 12301.24 and 12305.81; or may delegate this responsibility to an entity pursuant to WIC section 12300.7.
- C. COUNTY shall ensure criminal background checks are conducted by the IHSS Public Authority on all potential providers of IHSS pursuant to WIC section 12300.7 and that providers are excluded consistent with the provisions set forth in WIC sections 12305.81, 12305.86 and 12305.87.
- D. COUNTY shall provide assistance to IHSS recipients in finding eligible providers through the establishment of a registry as well as provide training for recipients as set forth in WIC section 12301.6; or may delegate this responsibility to an entity pursuant to WIC section 12300.7.
- E. COUNTY shall provide California In-Home Supportive Services Authority with referral information of all IHSS providers for the purposes of wages and benefits, upon the transition of the COUNTY into the California In-Home Supportive Services Authority pursuant to subdivision (a) of WIC section 12300.7.
- F. COUNTY shall continue to work with, and refer to, the contract care agency, or Public Authority, to provide assistance to IHSS recipients through eligible providers.
- G. COUNTY shall pursue overpayment recovery as set forth in WIC section 12305.83.
- H. COUNTY shall perform quality assurance activities including routine case reviews, home visits, and detecting and reporting suspected fraud pursuant to WIC section 12305.71.
- I. COUNTY shall share confidential data necessary to implement the provisions of WIC section 14186.3.
- J. COUNTY shall ensure the advisory committee continues to exist. The committee shall be comprised of not more than 11 people, and no less than 50 percent of the membership of the advisory committee shall be individuals who are current or past users of personal assistance paid for through public or private funds or recipients of IHSS services.

- K. COUNTY shall participate in administrative fair hearings conducted pursuant to WIC section 10950 et seq. by preparing a county position statement that supports the county action and participating in the hearing as a witness where applicable.
- L. COUNTY shall designate a contact person to be responsible for oversight and supervision of the terms of this MOU and to act as a liaison throughout the term of the MOU. COUNTY will immediately notify PLAN in writing of a change in the liaison. The contact person at COUNTY will be:
  - Juan Andrade
  - Department of Public Social Services – Adult Services Division
  - 4060 County Circle Drive
  - Riverside, CA 92503
  - (951) 358-6187
- M. COUNTY may enter into agreement with PLAN to perform additional functions in line with legislation, WIC provisions and regulations governing the Coordinated Care Initiative (CCI).
- N. COUNTY may receive confidential recipient information necessary from the PLAN to promote shared understanding of the consumer's needs and ensure appropriate access to IHSS.
- O. COUNTY will store confidential information received pursuant to this MOU in a place physically secure from access by unauthorized persons.
- P. COUNTY shall instruct any employee with access to the confidential information received pursuant to this MOU regarding the confidential nature of the information.
- Q. COUNTY agrees to comply with all applicable policies and procedures of PLAN relating to the CCI, and more specifically the performance of this MOU, including but not limited to those regarding privacy and security of confidential member information and the provision of managed care benefits to members.

## **VI. PLAN RESPONSIBILITIES**

- A. PLAN shall share confidential beneficiary information with COUNTY to promote shared understanding of the consumer's needs and ensure appropriate access to IHSS.
- B. PLAN may receive confidential beneficiary information necessary to implement this MOU and will use such data only for this purpose; this may include information necessary from the COUNTY to promote shared understanding of the consumer's needs and ensure appropriate access to IHSS.
- C. PLAN will store confidential information received pursuant to this MOU in a place physically secure from access by unauthorized persons.
- D. PLAN shall instruct any employee with access to the confidential information received pursuant to this MOU regarding the confidential nature of the information.

- E. PLAN in consultation with COUNTY shall establish a referral process, care coordination team processes, and other coordination that needs to be enhanced under the integration of the IHSS Program into managed care.
- F. PLAN will designate a contact position, with the current employee's name, to be responsible for oversight and supervision of the terms of this MOU and to act as a liaison throughout the term of the MOU. PLAN will immediately notify COUNTY in writing of a change in the liaison. The contact position at PLAN will be:

Roger Uminski, Director of Health Administration  
Inland Empire Health Plan  
303 E. Vanderbilt Way  
San Bernardino, CA 92408  
(909) 890-2040

- G. PLAN shall notify COUNTY when additional services or emergency backup services are needed. PLAN and COUNTY shall coordinate for PLAN to pay for these services.
- H. PLAN may assist current IHSS recipients or applicants that are PLAN members with the completion of the SOC 873, IHSS Program Medical Certification Form when they are notified by PLAN member or COUNTY that need exists.
- I. PLAN may enter into agreement with COUNTY to perform additional functions in line with legislation, WIC provisions and regulations governing the CCI.
- J. PLAN must adhere to State minimum qualifications for background check and DOJ screening for all IHSS care providers.
- K. PLAN shall maintain policies and procedures for Member grievances in accordance with the requirements specified in the CMS-California Memorandum of Understanding. For purposes of sharing information on the dispensation of Fair Hearing Cases, PLAN agrees to report the resolution of the grievance to the State once PLAN receives the county's report.
- L. PLAN shall maintain a back-up plan in case a Long Term Services and Supports provider does not arrive to provide assistance with activities of daily living. This back-up plan may include authorizing temporary assistance through qualified agencies that have been certified and approved by the California Department of Social Services, and authorizing a Medicare/Medi-Cal Home Health Agency to provide services.

## **VII. DATA CONFIDENTIALITY, SECURITY and SHARING**

### **Data Security**

COUNTY and PLAN agree to comply with WIC section 10850 and any other applicable federal and state laws regarding data security and confidentiality, as they now exist, or may be modified in the future, in both electronic and paper format, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended, Pub.L.014-91.

### **Health Insurance Portability and Accountability Act (HIPAA)**

COUNTY shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996.

### **Personal Health Information (PHI)**

COUNTY and PLAN will agree to the roles and responsibilities of the sharing of personal health information (PHI) for the purposes set forth in Welfare and Institutions Code sections 14186.35 (a)(8) and (9)(B)(ix).

The COUNTY and PLAN will agree on a secure system of sharing information relating to the dispensation of Fair Hearing cases of IHSS recipients.

### **Personally Identifiable Information (PII)**

"Medi-Cal PII" refers to Medi-Cal Personally Identifiable Information which is directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting In Home Supportive Services (IHSS) operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

The COUNTY and PLAN may use or disclose Medi-Cal Personally Identifiable Information (PII) only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of the County. The COUNTY and PLAN shall not duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.

The COUNTY and PLAN agrees to the same privacy and security safeguards as are contained in the Medi-Cal Data Privacy and Security Agreement, attached hereto and incorporated by this reference as **Exhibit A**.

When applicable, the COUNTY and PLAN shall incorporate the relevant provisions of **Exhibit A** into each subcontract or sub-award to subcontractors.

## VIII. LEGAL SERVICES

In any action at law or in equity, including an action for declaratory relief, brought to enforce or interpret provisions of this MOU. *Each party shall bear its own costs, including attorney's fees.*

## IX. GENERAL PROVISIONS

### A. DUAL INDEMNIFICATION

PLAN shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of PLAN, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of PLAN, its officers, employees, subcontractors, agents or representatives Indemnitors from this MOU.

With respect to any action or claim subject to indemnification herein by PLAN, PLAN shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes PLAN's indemnification to Indemnitees as set forth herein.

COUNTY shall indemnify and hold harmless the PLAN, its Departments, their respective directors, officers, Governing Board, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of COUNTY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of COUNTY, its officers, employees, subcontractors, agents or representatives Indemnitors from this MOU.



With respect to any action or claim subject to indemnification herein by COUNTY, COUNTY shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of PLAN; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes PLAN's indemnification to Indemnitees as set forth herein.

## B. INDEPENDENT PARTIES

It is understood and agreed that the parties are independent contractors and that no relationship of employer-employee exists between the parties hereto. One party's employees shall not be entitled to any benefits payable to employees of the other party, including, but not limited to, Worker's Compensation benefits. The parties shall not be required to make any deductions for employees of the other party from the compensation payable under the provision of this MOU or any such forthcoming agreement.

As independent contractors, the parties hereby hold each other harmless from any and all claims that may be made against the other based upon any contention by any third party that an employer-employee relationship exists by reason of this MOU. As part of the foregoing indemnity, the parties agree to protect and defend at its own expense, including attorney's fees, the other party, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this MOU.

PLAN shall not be deemed to be the employer of an individual IHSS provider referred to recipients under WIC section 14186.35 for the purposes of liability due to the negligence or intentional torts of the individual IHSS provider.

## C. NON-ASSIGNMENT

The parties shall not assign any interest in this MOU, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the other party. Any attempt to assign or delegate any interest without written consent of the other party shall be deemed void and of no force or effect.

## D. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this MOU shall be addressed as follows:

COUNTY: Department of Public Social Services  
Contracts Administration Unit  
10281 Kidd Street  
Riverside, CA 92503

PLAN: Inland Empire Health Plan  
Chief Executive Officer  
303 E. Vanderbilt Way, Suite 400  
San Bernardino, CA 92408

#### E. GOVERNING LAW

As it pertains to the administration of this MOU, PLAN shall comply, when applicable, with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon COUNTY, which are equally applicable and made binding upon PLAN as though made with PLAN directly.

#### F. JURISDICTION

This MOU shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Contract shall be filed only in the appropriate courts located in the County of Riverside, State of California.

#### G. MODIFICATION

No part of this MOU may be modified, altered amended, waived or changed without express written consent of the Parties hereto.

This MOU may be amended at any time by written, mutual consent of all parties.

#### H. EXTENSION

This MOU may be extended, upon both parties agreement in writing, before or after the term expires.

#### I. TERMINATION

1. Termination without cause: This MOU may be terminated by either party without cause following 30 days written notice.
2. Termination with cause: This MOU may be terminated immediately by either party if the terms of this MOU are violated.
3. This MOU will be terminated if the contract between DHCS and the PLAN is terminated.

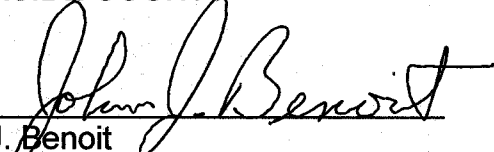
#### J. AUTHORITY TO EXECUTE

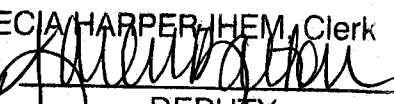
The individuals executing this MOU on behalf of the Parties each represent and warrant that they have the legal and actual authority to bind the Parties to the terms and conditions of this MOU.

This MOU is not effective until signed by both parties.

This document is the full and complete MOU between COUNTY and PLAN.

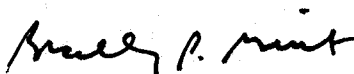
For RIVERSIDE COUNTY

By:   
John J. Benoit  
Chairman, Board of Supervisors

ATTEST:  
KECIA HARPER-JEM, Clerk  
By:   
DEPUTY


Date:     AUG 20 2013    

For PLAN – Inland Empire Health Plan


By:   
Bradley P. Gilbert  
Chief Executive Officer

Date:     7/26/13    

For PLAN – IEHP Health Access

By:   
Bradley P. Gilbert  
Chief Executive Officer

Date:     7/26/13    

FORM APPROVED COUNTY COUNSEL  
BY:  - 7-22-13  
ELENA M. BOEVA                      DATE

**Exhibit A**

**MEDI-CAL DATA PRIVACY AND SECURITY  
AGREEMENT BETWEEN  
The California Department of Health Care Services  
and the County of Riverside, Department of Public Social Services.**

**PREAMBLE**

The California Department of Health Care Services (DHCS) and the County of Riverside, Department of Public Social Services ("County Department") enter into this Medi-Cal Data Privacy and Security Agreement ("Agreement") in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII). DHCS receives federal funding to administer the Medi-Cal program. DHCS provides funding to the County Department in exchange for the County Department's assistance in administering the Medi-Cal program.

This Agreement covers the County of Riverside, Department of Public Social Services workers that assist in the administration of the Medi-Cal program; and access, use, or disclose Medi-Cal PII. For the purpose of this Agreement, the following terms mean:

1. "Assist in the Administration of the Medi-Cal Program" is performing an administrative function on behalf of Medi-Cal, such as determining eligibility or case managing IHSS (In-Home Supportive Services) clients; and 2. "Medi-Cal PII" is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

**AGREEMENTS**

**NOW THEREFORE**, DHCS and the County Department mutually agree as follows:

**I. PRIVACY AND CONFIDENTIALITY**

A. County Department workers covered by this Agreement ("County Workers") may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et seq, or as required by law. For example, County Workers performing eligibility determinations may generally only use or disclose Medi-Cal PII to determine eligibility for individuals applying for Medi-Cal. County Workers assisting in the administration of the In-Home Supportive Services (IHSS) program may generally use or disclose Medi-Cal PII only to perform administrative functions essential to the operation of the IHSS program. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.

B. Access to Medi-Cal PII shall be restricted to only County Workers who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.

C. County Workers who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

## **II. EMPLOYEE TRAINING AND DISCIPLINE**

The County Department agrees to advise County Workers who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department shall:

A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such County Workers who intentionally violate any provisions of this Agreement, up to and including by termination of employment. In complying with this requirement, the County Department agrees to:

1. Provide privacy and security awareness training to each new County Worker within 30 days of employment and thereafter provide ongoing reminders of the privacy and security safeguards in this Agreement to all County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII.
2. Maintain records indicating each County Worker's name and the date on which the initial privacy and security awareness training was completed.
3. Retain training records for inspection for a period of three years after completion of the training.

## **III. MANAGEMENT OVERSIGHT AND MONITORING**

A. Establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII.

B. Ensure that ongoing management oversight includes periodic self-assessments and randomly sampling work activity by County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. DHCS shall provide the County Department with information on MEDS usage indicating any anomalies for investigation and follow-up.

C. Ensure that these management oversight and monitoring activities are performed by County Workers whose job functions are separate from those who use or disclose Medi-Cal PII as part of their routine duties.

## **IV. CONFIDENTIALITY STATEMENT**

The County Department agrees to ensure that all County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the County Worker prior to access to Medi-Cal PII.

## **V. PHYSICAL SECURITY**

The County Department shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. The County Department agrees to safeguard Medi-Cal PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of County Department facilities where County Workers assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The County Department shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at County Department facilities and leased facilities where a large volume of Medi-Cal PII is stored.
- C. Issue County Workers who assist in the administration of the Medi-Cal program identification badges and require County Workers to wear these badges at County Department facilities where Medi-Cal PII is stored or used.
- D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use, meaning that there are County Department and non-County Department functions in one building in work areas that are not securely segregated from each other. The County Department shall have policies which indicate that County Workers are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airplanes.
- E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

## **VI. COMPUTER SECURITY SAFEGUARDS**

The County Department agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section.

### **General Computer Security Safeguards**

In order to comply with the following general computer security safeguards, the County Department agrees to:

- A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link: [www.pd.dgs.ca.gov/masters/EncryptionSoftware.html](http://www.pd.dgs.ca.gov/masters/EncryptionSoftware.html). The County Department shall use an encryption solution that is full-disk unless otherwise approved by DHCS.
- B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.
- D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

E. Ensure that all emails sent outside the County Department's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a new anti-virus definition/software release is available.

G. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have current security patches applied and up-to-date.

H. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The County Department shall ensure that the wipe method conforms to Department of Defense standards for data destruction.

I. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The County Department shall ensure that all remote access is limited to minimum necessary and least privilege principles.

### **System Security Controls**

In order to comply with the following system security controls, the County Department agrees to:

J. Ensure that all County Department systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.

K. Ensure that all County Department systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.

L. Ensure that all County Department systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.

M. Ensure that all County Department systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.

N. Ensure that all County Department data transmissions over networks outside of the County's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII. The County Department shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.

O. Ensure that all County Department systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.

## **Audit Controls**

In order to comply with the following audit controls, the County Department agrees to:

P. Ensure that all County Department systems processing and/or storing Medi-Cal PII have at least an annual system security review. The County Department review shall include administrative and technical vulnerability assessments.

Q. Ensure that all County Department systems processing and/or storing Medi-Cal PII have an automated audit trail, which includes the initiator of the request, along with a time and date stamp for each access. These logs shall be read-only and maintained for a period of at least three (3) years. There shall be a routine procedure in place to review system logs for unauthorized access. The County Department shall investigate anomalies identified by interviewing County Workers and witnesses and taking corrective action, including by disciplining County Workers, when necessary.

R. Maintain an automated audit trail record identifying either the individual worker or the system process that initiated a request for information from the Social Security Administration (SSA) for its systems, such as IEVS. Individual audit trail records shall contain the data needed to associate each query transaction to its initiator and relevant business purpose (that is, the client record for which SSA data was accessed) and each transaction shall be time and date stamped. Access to the audit file shall be restricted to authorized users with a need to know and the audit file data shall be unalterable (read only) and maintained for a minimum of three years.

S. Investigate anomalies in MEDS usage identified by DHCS and report conclusions of such investigations and remediation to DHCS.

T. Exercise management control and oversight, in conjunction with DHCS, of the function of authorizing individual user access to SSA data and MEDS and over the process of issuing and maintaining access control numbers and passwords.

U. Ensure that all County Department systems processing and/or storing Medi-Cal PII have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

## **VII. PAPER DOCUMENT CONTROLS**

In order to comply with the following paper document controls, the County Department agrees to:

A. Dispose of Medi-Cal PII in paper form through confidential means, such as cross cut shredding and pulverizing.

B. Not remove Medi-Cal PII from the premises of the County Department except for identified routine business purposes or with express written permission of DHCS.

C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The County Department shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. County Workers shall verify fax numbers with the intended recipient before sending.

D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The County Department shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.



## VIII. NOTIFICATION AND INVESTIGATION OF BREACHES

The County Department agrees to:

A. Notify DHCS immediately by telephone call or e-mail upon the discovery of a breach of security of Medi-Cal PII in computerized form if the PII was, or is reasonably believed to have been, acquired by an unauthorized person; or within 24 hours by telephone call or e-mail of discovery of any other suspected security incident, intrusion, loss or unauthorized use or disclosure of PII in violation of this Agreement or the law. The County Department shall submit the notification to the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PII, the County Department shall notify DHCS by calling the DHCS ITSD Help Desk.

DHCS Privacy Officer  
DHCS Information Security Officer  
Privacy Officer  
c/o: Office of Legal Services  
Department of Health Care Services  
P.O. Box 997413, MS 0011  
Sacramento, CA 95899-7413  
Email: [privacyofficer@dhcs.ca.gov](mailto:privacyofficer@dhcs.ca.gov)  
Telephone: (916) 445-4646

Information Security Officer  
DHCS Information Security Office  
P.O. Box 997413, MS 6400  
Sacramento, CA 95899-7413  
Email: [iso@dhcs.ca.gov](mailto:iso@dhcs.ca.gov)  
Telephone: ITSD Help Desk  
(916) 440-7000  
(800) 579-0874

B. Ensure that the initial notification includes contact and component information; a description of the breach or loss with scope, numbers of files or records, type of equipment or media, approximate time and location of breach or loss; description of how the data was physically stored, contained, or packaged (e.g. password protected, encrypted, locked briefcase, etc.); whether any individuals or external organizations have been contacted; and whether any other reports have been filed.

C. Take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment.

D. Investigate the breach and produce a written breach report within ten working days of the incident, detailing what data elements were involved; a description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PII; a description of where PII is believed to have been improperly transmitted, sent, or used; a description of the probable causes of the breach; a detailed corrective action plan including measures that were taken to halt and/or contain the breach. The County Department shall submit the breach report to the DHCS Privacy Officer and Information Security Officer.

E. Notify individuals of the breach or unauthorized use or disclosure of Medi-Cal PII maintained by the County Department when notification is required under state or federal law. The County Department shall obtain the approval of the DHCS Privacy Officer for the

time, manner and content of any such required notifications. County Department shall be responsible for the cost of such notification to the extent that such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of County Department. To the extent such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of DHCS, DHCS shall be responsible for notifying individuals and the County Department shall not be responsible for any costs of notification. If there is any question as to whether DHCS or the County Department is responsible for the breach, DHCS shall issue the notice and DHCS and the County Department shall subsequently determine responsibility for purposes of allocating the costs of such notices.

#### **IX. COMPLIANCE WITH SSA AGREEMENT**

The County Department agrees to comply with substantive privacy and security requirements in the Agreement between the Social Security Administration and DHCS, known as the 1137 Agreement. The specific sections of the 1137 Agreement which contain substantive privacy and security requirements which are to be complied with by County Department are as follows: XI. Procedures for Security; XII. Safeguarding and Reporting Responsibilities for Personally Identifiable Information (PII); XIII. Procedures for Records Usage, Duplication, and Redislosure Restrictions; and Attachment C, Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration. If there is any conflict between a privacy and security standard in these sections of the 1137 Agreement and a standard in this Agreement, the most stringent standard shall apply.

The most stringent standard means that standard which provides the greatest protection to data.

#### **X. COMPLIANCE BY COUNTY DEPARTMENT AGENTS**

The County Department shall require that any agents, including subcontractors, which assist the County Department in its Medi-Cal functions and to which the County Department provides PII, agree to the same privacy and security safeguards as are contained in this Agreement; and to incorporate, when applicable, the relevant provisions of this Agreement into each subcontract or sub-award to such agents or subcontractors.

#### **XI. ASSESSMENTS AND REVIEWS**

In order to enforce this Agreement and ensure compliance with its provisions, the County Department agrees to allow DHCS to inspect the facilities, systems, books and records of the County Department, with reasonable notice from DHCS, in order to perform assessments and reviews. Such inspections shall be scheduled at times that take into account the operational and staffing demands of the county. The County Department agrees to promptly remedy any violation of any provision of this Agreement and certify the same to the DHCS Privacy Officer and Information Security Officer in writing, or to enter into a written corrective action plan with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

#### **XII. DEADLINE FOR SUBSTANTIAL COMPLIANCE**

A. The County Department shall be in substantial compliance with this Agreement by no later than July 1, 2010.

B. If, at any time, the county is unable to meet the security and privacy requirements imposed in this Agreement in the manner specified therein due to a lack of funding;

DHCS will work with the county to develop a Corrective Action Plan which can be implemented within the resources provided by the state for this purpose and which is intended to substantially meet those security and privacy requirements even if such requirements are met utilizing alternative or different methods than those specified in this Agreement.

C. DHCS shall monitor corrective action plans which County Department develops to remediate gaps in security compliance under this Agreement and reassess compliance.

### **XIII. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS**

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by the County Department of the privacy or security of Medi-Cal PII, or federal or state laws or agreements concerning privacy or security of Medi-Cal PII, the County Department shall make all reasonable effort to make itself and any subcontractors, agents, and County Workers assisting in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to County Department at no cost to County Department to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII, or state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

### **XIV. SIGNATORIES**

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement. The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement effective this 4th day of September, 2008.

For the County of Riverside, Department of Public Social Services:

//SS// Susan Loew  
Director

For the California Department of Health Care Services:

Stan Rosenstein  
Chief Deputy Director  
Health Care Programs

COORDINATED CARE INITIATIVE  
CAL MEDICCONNECT PROJECT

*original 1 of 4*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES (COUNTY)  
AND  
MOLINA HEALTHCARE OF CALIFORNIA, PARTNER PLAN, INC. (PLAN)**

**I. PURPOSE**

This Memorandum of Understanding (MOU) is entered into by and between the Riverside County Department of Public Social Services, hereinafter referred to as "COUNTY," and Molina Healthcare of California, Partner Plan, Inc., hereinafter referred to as "PLAN," to allow COUNTY to perform activities to support the provision of In-Home Supportive Services (IHSS) as a managed care benefit.

**II. TERMS**

This MOU is effective January 1, 2014. This MOU shall renew automatically in one year increments unless terminated as outlined in section IX.I.

**III. DEFINITIONS**

- A. "Contract Care Agency" refers to the vendor utilized to provide approved IHSS providers to provide services to clients.
- B. "Emergency Start" services refers to In-Home Supportive Service (IHSS) service referrals that must be responded to within 24 hours.

**IV. SCOPE OF WORK**

Welfare and Institutions Code (WIC) section 14186.35(a) requires that IHSS be a Medi-Cal benefit available through managed care health plans in specified counties. WIC section 14186(b)(6) states that it is the intent of the Legislature that in providing IHSS as a managed care benefit "counties continue to perform functions necessary for the administration of the IHSS program, including conducting assessments and determining authorized hours for recipients." Furthermore, WIC section 14186.35(a) requires that, as a managed care benefit, managed care health plans must administer the program in a specified manner, including entering into an MOU with each county where IHSS is provided as a managed care benefit to allow the county to continue to perform specified functions.

PLAN is the entity responsible for the provision of IHSS as a benefit of managed care through a contract with the California Department of Health Care Services. COUNTY will perform tasks related to the administration of the IHSS program specified in WIC section 14186.35(a)(9). This MOU gives COUNTY the authority to perform these functions under a managed care system.

Additionally, this MOU allows for the sharing of confidential recipient information to and from both parties to this MOU to promote shared understanding of the consumer's needs and ensure appropriate access to IHSS.

This MOU does not contain a funding component. There is no budget for this MOU.

## V. COUNTY RESPONSIBILITIES

- A. COUNTY will assess, approve and authorize each IHSS recipient's initial and continuing need for services pursuant to article 7 (commencing with Section 12300) of chapter 3 of the WIC. Assessments shall be shared with care coordination teams established pursuant to WIC section 14186.35(a)(4). Additional input from the coordination team may be received and considered by COUNTY.
- B. COUNTY shall enroll IHSS providers, conduct provider orientation, and retain enrollment documentation in the manner set forth in WIC section 12301.24 and 12305.81; or may delegate this responsibility to an entity pursuant to WIC section 12300.7.
- C. COUNTY shall ensure criminal background checks are conducted by the IHSS Public Authority on all potential providers of IHSS pursuant to WIC section 12300.7 and that providers are excluded consistent with the provisions set forth in WIC sections 12305.81, 12305.86 and 12305.87.
- D. COUNTY shall provide assistance to IHSS recipients in finding eligible providers through the establishment of a registry as well as provide training for recipients as set forth in WIC section 12301.6; or may delegate this responsibility to an entity pursuant to WIC section 12300.7.
- E. COUNTY shall provide California In-Home Supportive Services Authority with referral information of all IHSS providers for the purposes of wages and benefits, upon the transition of the COUNTY into the Californian In-Home Supportive Service Authority pursuant to subdivision (a) of WIC section 12300.7.
- F. COUNTY shall provide California In-Home Supportive Services Authority with referral information of all IHSS providers for the purposes of wages and benefits, upon the transition of the COUNTY into the California In-Home Supportive Services Authority pursuant to subdivision (a) of WIC section 12300.7.
- G. COUNTY shall continue to work with, and refer to, the contract care agency, or Public Authority, to provide assistance to IHSS recipients through eligible providers.
- H. COUNTY shall pursue overpayment recovery as set forth in WIC section 12305.83.
- I. COUNTY shall perform quality assurance activities including routine case reviews, home visits, and detecting and reporting suspected fraud pursuant to WIC section 12305.71.
- J. COUNTY shall share confidential data necessary to implement the provisions of WIC section 14186.3.

- K. COUNTY shall ensure the advisory committee continues to exist. The committee shall be comprised of not more than 11 people, and no less than 50 percent of the membership of the advisory committee shall be individuals who are current or past users of personal assistance paid for through public or private funds or recipients of IHSS services.
- L. COUNTY shall participate in administrative fair hearings conducted pursuant to WIC section 10950 et seq. by preparing a county position statement that supports the county action and participating in the hearing as a witness where applicable.
- M. COUNTY shall designate a contact person to be responsible for oversight and supervision of the terms of this MOU and to act as a liaison throughout the term of the MOU. COUNTY will immediately notify PLAN in writing of a change in the liaison. The contact person at COUNTY is:
- Juan Andrade  
Department of Public Social Services – Adult Services Division  
4060 County Circle Drive  
Riverside, CA 92503
- N. COUNTY will provide training to managed care plan staff at least one time prior to the demonstration start date and yearly thereafter that may include or not be limited to:
1. Function of the County Department of Public Social Services,
  2. Eligibility & Assessment criteria of IHSS recipients
  3. Services provided to IHSS recipients
  4. How to review and understand data made available to the plans electronically (e.g., IHSS case management information payroll systems (CMIPS) data).
- O. COUNTY may enter into agreement with PLAN to perform additional functions in line with legislations, WIC provisions and regulations governing the Coordinated Care Initiative (CCI).
- P. COUNTY may receive confidential recipient information necessary from the PLAN to promote shared understanding of the consumer's needs and ensure appropriate access to IHSS.
- Q. COUNTY will store confidential information received pursuant to this MOU in a place physically secure from access by unauthorized persons.
- R. COUNTY shall instruct any employee with access to the confidential information received pursuant to this MOU regarding the confidential nature of the information.

## VI. PLAN RESPONSIBILITIES

- A. PLAN shall share confidential beneficiary information with COUNTY to promote shared understanding of the consumer's needs and ensure appropriate access to IHSS.
- B. PLAN may receive confidential beneficiary information necessary to implement this MOU and will use such data only for this purpose; this may include information necessary from the COUNTY to promote shared understanding of the consumer's needs and ensure appropriate access to IHSS.
- C. PLAN will store confidential information received pursuant to this MOU in a place physically secure from access by unauthorized persons.
- D. PLAN shall instruct any employee with access to the confidential information received pursuant to this MOU regarding the confidential nature of the information.
- E. PLAN in consultation with COUNTY shall establish a referral process, care coordination team processes, and other coordination that needs to be enhanced under the integration of the IHSS Program into managed care.
- F. PLAN will designate a contact position, with the current employee's name, to be responsible for oversight and supervision of the terms of this MOU and to act as a liaison throughout the term of the MOU. PLAN will immediately notify COUNTY in writing of a change in the liaison. The contact position at PLAN is:
  - Lisa Hayes, Director DSAS
  - Government Contracts
  - Molina HealthCare
  - 200 Oceangate Suite 100
  - Long Beach, CA 90802
- G. PLAN shall notify COUNTY when additional services or emergency backup services are needed. PLAN and COUNTY shall coordinate for PLAN to provide these services.
- H. PLAN may assist current IHSS recipients or applicants that are plan members with the completion of the SOC 873, IHSS Program Medical Certification Form when they are notified by plan member or County that need exists.
- I. PLAN will provide training to COUNTY staff at least one time prior to the demonstration start date and yearly thereafter that may include, but not be limited to:
  - 1. Overview of Managed Care Processes, Procedures, Prior Authorization criteria, Case Management, Utilization Management, drug formulary, contracted providers and website navigation,
  - 2. Eligibility & Assessment of members
  - 3. Services and benefits provided to members
  - 4. How to review and understand data made available to the County

- J. PLAN may enter into agreement with COUNTY to perform additional functions in line with legislations, WIC provisions and regulations governing the CCI.
- K. PLAN must adhere to State minimum qualifications for background check and DOJ screening for all IHSS care providers that PLAN is covering above and beyond existing hours.

## **VII. DATA CONFIDENTIALITY, SECURITY and SHARING**

### **Data Security**

COUNTY and PLAN agree to comply with any provisions of WIC section 10850 and any other applicable federal and state laws regarding data security and confidentiality, as they now exist, or may be modified in the future, in both electronic and paper format, including, but not limited to, the Health insurance Portability and Accountability Act of 1996, as amended, Pub.L.014-91.

### **Health Insurance Portability and Accountability Act (HIPAA)**

COUNTY shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996.

### **Personal Health Information (PHI)**

COUNTY and PLAN will agree to the roles and responsibilities of the sharing of personal health information (PHI) for the purposes set forth in Welfare and Institutions Code sections 14186.35 (a)(8) and (9)(B)(ix).

The COUNTY and PLAN will agree on a secure system of sharing information relating to the dispensation of Fair Hearing cases of IHSS recipients.

### **Personally Identifiable Information (PII)**

"Medi-Cal PII" refers to Medi-Cal Personally Identifiable Information which is directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting In Home Supportive Services (IHSS) operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

The COUNTY and PLAN may use or disclose Medi-Cal Personally Identifiable Information (PII) only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code



section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of the County. The COUNTY and PLAN shall not duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.

The COUNTY and PLAN agrees to the same privacy and security safeguards as are contained in the Medi-Cal Data Privacy and Security Agreement, attached hereto and incorporated by this reference as **Exhibit (A)**.

When applicable, the COUNTY and PLAN shall incorporate the relevant provisions of **Exhibit (A)** into each subcontract or sub-award to subcontractors.

## **VIII. LEGAL SERVICES**

In any action at law or in equity, including an action for declaratory relief, brought to enforce or interpret provisions of this MOU. Each party shall bear its own costs, including attorney's fees.

## **IX. GENERAL PROVISIONS**

### **A. DUAL INDEMNIFICATION**

PLAN shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of PLAN, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of PLAN, its officers, employees, subcontractors, agents or representatives Indemnitors from this MOU.

With respect to any action or claim subject to indemnification herein by PLAN, PLAN shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes PLAN's indemnification to Indemnitees as set forth herein.

COUNTY shall indemnify and hold harmless the PLAN, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Directors, elected and appointed officials, employees, agents and

representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of COUNTY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of COUNTY, its officers, employees, subcontractors, agents or representatives Indemnitors from this MOU.

With respect to any action or claim subject to indemnification herein by COUNTY, COUNTY shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of PLAN; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes PLAN's indemnification to Indemnitees as set forth herein.

#### B. INDEPENDENT PARTIES

It is understood and agreed that the parties are independent contractors and that no relationship of employer-employee exists between the parties hereto. One party's employees shall not be entitled to any benefits payable to employees of the other party including, but not limited to, Worker's Compensation benefits. The parties shall not be required to make any deductions for employees of the other party from the compensation payable under the provision of this MOU or any such forthcoming agreement.

As independent contractors, the parties hereby hold each other harmless from any and all claims that may be made against the other based upon any contention by any third party that an employer-employee relationship exists by reason of this MOU. As part of the foregoing indemnity, the parties agree to protect and defend at its own expense, including attorney's fees, the other party, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this MOU.

PLAN shall not be deemed to be the employer of an individual IHSS provider referred to recipients under WIC section 14186.35 for the purposes of liability due to the negligence or intentional torts of the individual IHSS provider.

#### C. NON-ASSIGNMENT

The parties shall not assign any interest in this MOU, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the other party. Any attempt to assign or delegate any interest without written consent of the other party shall be deemed void and of no force or effect.

#### D. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this MOU shall be addressed as follows:

COUNTY: Department of Public Social Services  
Contracts Administration Unit  
10281 Kidd Street  
Riverside, CA 92503

PLAN: Molina Healthcare of California, Partner Plan, Inc.  
President  
200 Oceangate, Suite 100  
Long Beach, CA 90802

#### E. GOVERNING LAW

As it pertains to the administration of this MOU, PLAN shall comply, when applicable, with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon COUNTY, which are equally applicable and made binding upon PLAN as though made with PLAN directly.

#### F. JURISDICTION

This MOU shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Contract shall be filed only in the appropriate courts located in the County of Riverside, State of California.

#### G. MODIFICATION

No part of this MOU may be modified, altered amended, waived or changed without express written consent of the Parties hereto.

This MOU may be amended at any time by written, mutual consent of all parties.

#### H. EXTENSION

This MOU may be extended, upon both parties agreement in writing, before or after the term expires.

#### I. TERMINATION

1. Termination without cause: This MOU may be terminated by either party without cause following 30 days written notice.

2. Termination with cause: This MOU may be terminated immediately by either party if the terms of this MOU are violated.
3. This MOU will be terminated if the contract between DHCS and the PLAN is terminated.

J. AUTHORITY TO EXECUTE

The individuals executing this MOU on behalf of the Parties each represent and warrant that they have the legal and actual authority to bind the Parties to the terms and conditions of this MOU.

This MOU is not effective until signed by both parties.

This document is the full and complete MOU between COUNTY and MOLINA HEALTHCARE OF CALIFORNIA, PARTNER PLAN, INC.

For COUNTY OF RIVERSIDE

For MOLINA HEALTHCARE OF CALIFORNIA, PARTNER PLAN, INC.

By:

  
John J. Benoit  
Chairman, Board of Supervisors

By:

  
Richard Chambers  
President


Date: AUG 20 2013

Date: 7/30/13

ATTEST:

KECIA HARPER-IHEM, Clerk

By:

  
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY:

  
ELENA M. BOEVA

DATE

**Exhibit A**

**MEDI-CAL DATA PRIVACY AND SECURITY  
AGREEMENT BETWEEN  
The California Department of Health Care Services  
and the County of Riverside, Department of Public Social Services.**

**PREAMBLE**

The California Department of Health Care Services (DHCS) and the County of Riverside, Department of Public Social Services ("County Department") enter into this Medi-Cal Data Privacy and Security Agreement ("Agreement") in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII). DHCS receives federal funding to administer the Medi-Cal program. DHCS provides funding to the County Department in exchange for the County Department's assistance in administering the Medi-Cal program.

This Agreement covers the County of Riverside, Department of Public Social Services workers that assist in the administration of the Medi-Cal program; and access, use, or disclose Medi-Cal PII. For the purpose of this Agreement, the following terms mean:

1. "Assist in the Administration of the Medi-Cal Program" is performing an administrative function on behalf of Medi-Cal, such as determining eligibility or case managing IHSS (In-Home Supportive Services) clients; and 2. "Medi-Cal PII" is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

**AGREEMENTS**

**NOW THEREFORE**, DHCS and the County Department mutually agree as follows:

**I. PRIVACY AND CONFIDENTIALITY**

A. County Department workers covered by this Agreement ("County Workers") may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law. For example, County Workers performing eligibility determinations may generally only use or disclose Medi-Cal PII to determine eligibility for individuals applying for Medi-Cal. County Workers assisting in the administration of the In-Home Supportive Services (IHSS) program may generally use or disclose Medi-Cal PII only to perform administrative functions essential to the operation of the IHSS program. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.

B. Access to Medi-Cal PII shall be restricted to only County Workers who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.

C. County Workers who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

## **II. EMPLOYEE TRAINING AND DISCIPLINE**

The County Department agrees to advise County Workers who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department shall:

A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such County Workers who intentionally violate any provisions of this Agreement, up to and including by termination of employment. In complying with this requirement, the County Department agrees to:

1. Provide privacy and security awareness training to each new County Worker within 30 days of employment and thereafter provide ongoing reminders of the privacy and security safeguards in this Agreement to all County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII.
2. Maintain records indicating each County Worker's name and the date on which the initial privacy and security awareness training was completed.
3. Retain training records for inspection for a period of three years after completion of the training.

## **III. MANAGEMENT OVERSIGHT AND MONITORING**

A. Establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII.

B. Ensure that ongoing management oversight includes periodic self-assessments and randomly sampling work activity by County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. DHCS shall provide the County Department with information on MEDS usage indicating any anomalies for investigation and follow-up.

C. Ensure that these management oversight and monitoring activities are performed by County Workers whose job functions are separate from those who use or disclose Medi-Cal PII as part of their routine duties.

## **IV. CONFIDENTIALITY STATEMENT**

The County Department agrees to ensure that all County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the County Worker prior to access to Medi-Cal PII.

## **V. PHYSICAL SECURITY**

The County Department shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. The County Department agrees to safeguard Medi-Cal PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

A. Secure all areas of County Department facilities where County Workers assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The County Department shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.

B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at County Department facilities and leased facilities where a large volume of Medi-Cal PII is stored.

C. Issue County Workers who assist in the administration of the Medi-Cal program identification badges and require County Workers to wear these badges at County Department facilities where Medi-Cal PII is stored or used.

D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use, meaning that there are County Department and non-County Department functions in one building in work areas that are not securely segregated from each other. The County Department shall have policies which indicate that County Workers are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airplanes.

E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

## **VI. COMPUTER SECURITY SAFEGUARDS**

The County Department agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section.

### **General Computer Security Safeguards**

In order to comply with the following general computer security safeguards, the County Department agrees to:

A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link: [www.pd.dgs.ca.gov/masters/EncryptionSoftware.html](http://www.pd.dgs.ca.gov/masters/EncryptionSoftware.html). The County Department shall use an encryption solution that is full-disk unless otherwise approved by DHCS.

B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.

D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a

vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

E. Ensure that all emails sent outside the County Department's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a new anti-virus definition/software release is available.

G. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have current security patches applied and up-to-date.

H. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The County Department shall ensure that the wipe method conforms to Department of Defense standards for data destruction.

I. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The County Department shall ensure that all remote access is limited to minimum necessary and least privilege principles.

### **System Security Controls**

In order to comply with the following system security controls, the County Department agrees to:

J. Ensure that all County Department systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.

K. Ensure that all County Department systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.

L. Ensure that all County Department systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.

M. Ensure that all County Department systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.

N. Ensure that all County Department data transmissions over networks outside of the County's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII. The County Department shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.

O. Ensure that all County Department systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.



## **Audit Controls**

In order to comply with the following audit controls, the County Department agrees to:

P. Ensure that all County Department systems processing and/or storing Medi-Cal PII have at least an annual system security review. The County Department review shall include administrative and technical vulnerability assessments.

Q. Ensure that all County Department systems processing and/or storing Medi-Cal PII have an automated audit trail, which includes the initiator of the request, along with a time and date stamp for each access. These logs shall be read-only and maintained for a period of at least three (3) years. There shall be a routine procedure in place to review system logs for unauthorized access. The County Department shall investigate anomalies identified by interviewing County Workers and witnesses and taking corrective action, including by disciplining County Workers, when necessary.

R. Maintain an automated audit trail record identifying either the individual worker or the system process that initiated a request for information from the Social Security Administration (SSA) for its systems, such as IEVS. Individual audit trail records shall contain the data needed to associate each query transaction to its initiator and relevant business purpose (that is, the client record for which SSA data was accessed) and each transaction shall be time and date stamped. Access to the audit file shall be restricted to authorized users with a need to know and the audit file data shall be unalterable (read only) and maintained for a minimum of three years.

S. Investigate anomalies in MEDS usage identified by DHCS and report conclusions of such investigations and remediation to DHCS.

T. Exercise management control and oversight, in conjunction with DHCS, of the function of authorizing individual user access to SSA data and MEDS and over the process of issuing and maintaining access control numbers and passwords.

U. Ensure that all County Department systems processing and/or storing Medi-Cal PII have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

## **VII. PAPER DOCUMENT CONTROLS**

In order to comply with the following paper document controls, the County Department agrees to:

A. Dispose of Medi-Cal PII in paper form through confidential means, such as cross cut shredding and pulverizing.

B. Not remove Medi-Cal PII from the premises of the County Department except for identified routine business purposes or with express written permission of DHCS.

C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The County Department shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. County Workers shall verify fax numbers with the intended recipient before sending.

D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The County Department shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as

an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

### **VIII. NOTIFICATION AND INVESTIGATION OF BREACHES**

The County Department agrees to:

A. Notify DHCS immediately by telephone call or e-mail upon the discovery of a breach of security of Medi-Cal PII in computerized form if the PII was, or is reasonably believed to have been, acquired by an unauthorized person; or within 24 hours by telephone call or e-mail of discovery of any other suspected security incident, intrusion, loss or unauthorized use or disclosure of PII in violation of this Agreement or the law. The County Department shall submit the notification to the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PII, the County Department shall notify DHCS by calling the DHCS ITSD Help Desk.

DHCS Privacy Officer  
DHCS Information Security Officer  
Privacy Officer  
c/o: Office of Legal Services  
Department of Health Care Services  
P.O. Box 997413, MS 0011  
Sacramento, CA 95899-7413  
Email: [privacyofficer@dhcs.ca.gov](mailto:privacyofficer@dhcs.ca.gov)  
Telephone: (916) 445-4646

Information Security Officer  
DHCS Information Security Office  
P.O. Box 997413, MS 6400  
Sacramento, CA 95899-7413  
Email: [iso@dhcs.ca.gov](mailto:iso@dhcs.ca.gov)  
Telephone: ITSD Help Desk  
(916) 440-7000  
(800) 579-0874

B. Ensure that the initial notification includes contact and component information; a description of the breach or loss with scope, numbers of files or records, type of equipment or media, approximate time and location of breach or loss; description of how the data was physically stored, contained, or packaged (e.g. password protected, encrypted, locked briefcase, etc.); whether any individuals or external organizations have been contacted; and whether any other reports have been filed.

C. Take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment.

D. Investigate the breach and produce a written breach report within ten working days of the incident, detailing what data elements were involved; a description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PII; a description of where PII is believed to have been improperly transmitted, sent, or used; a description of the probable causes of the breach; a detailed corrective action plan

including measures that were taken to halt and/or contain the breach. The County Department shall submit the breach report to the DHCS Privacy Officer and Information Security Officer.

E. Notify individuals of the breach or unauthorized use or disclosure of Medi-Cal PII maintained by the County Department when notification is required under state or federal law. The County Department shall obtain the approval of the DHCS Privacy Officer for the time, manner and content of any such required notifications. County Department shall be responsible for the cost of such notification to the extent that such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of County Department. To the extent such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of DHCS, DHCS shall be responsible for notifying individuals and the County Department shall not be responsible for any costs of notification. If there is any question as to whether DHCS or the County Department is responsible for the breach, DHCS shall issue the notice and DHCS and the County Department shall subsequently determine responsibility for purposes of allocating the costs of such notices.

#### **IX. COMPLIANCE WITH SSA AGREEMENT**

The County Department agrees to comply with substantive privacy and security requirements in the Agreement between the Social Security Administration and DHCS, known as the 1137 Agreement. The specific sections of the 1137 Agreement which contain substantive privacy and security requirements which are to be complied with by County Department are as follows: XI. Procedures for Security; XII. Safeguarding and Reporting Responsibilities for Personally Identifiable Information (PII); XIII. Procedures for Records Usage, Duplication, and Redisclosure Restrictions; and Attachment C, Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration. If there is any conflict between a privacy and security standard in these sections of the 1137 Agreement and a standard in this Agreement, the most stringent standard shall apply.

The most stringent standard means that standard which provides the greatest protection to data.

#### **X. COMPLIANCE BY COUNTY DEPARTMENT AGENTS**

The County Department shall require that any agents, including subcontractors, which assist the County Department in its Medi-Cal functions and to which the County Department provides PII, agree to the same privacy and security safeguards as are contained in this Agreement; and to incorporate, when applicable, the relevant provisions of this Agreement into each subcontract or sub-award to such agents or subcontractors.

#### **XI. ASSESSMENTS AND REVIEWS**

In order to enforce this Agreement and ensure compliance with its provisions, the County Department agrees to allow DHCS to inspect the facilities, systems, books and records of the County Department, with reasonable notice from DHCS, in order to perform assessments and reviews. Such inspections shall be scheduled at times that take into account the operational and staffing demands of the county. The County Department agrees to promptly remedy any violation of any provision of this Agreement and certify the same to the DHCS Privacy Officer and Information Security Officer in writing, or to enter

into a written corrective action plan with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

## **XII. DEADLINE FOR SUBSTANTIAL COMPLIANCE**

A. The County Department shall be in substantial compliance with this Agreement by no later than July 1, 2010.

B. If, at any time, the county is unable to meet the security and privacy requirements imposed in this Agreement in the manner specified therein due to a lack of funding; DHCS will work with the county to develop a Corrective Action Plan which can be implemented within the resources provided by the state for this purpose and which is intended to substantially meet those security and privacy requirements even if such requirements are met utilizing alternative or different methods than those specified in this Agreement.

C. DHCS shall monitor corrective action plans which County Department develops to remediate gaps in security compliance under this Agreement and reassess compliance.

## **XIII. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS**

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by the County Department of the privacy or security of Medi-Cal PII, or federal or state laws or agreements concerning privacy or security of Medi-Cal PII, the County Department shall make all reasonable effort to make itself and any subcontractors, agents, and County Workers assisting in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to County Department at no cost to County Department to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII, or state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

## **XIV. SIGNATORIES**

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement. The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement effective this 4th day of September, 2008.

For the County of Riverside, Department of Public Social Services:

//SS// Susan Loew

Director

For the California Department of Health Care Services:

Stan Rosenstein

Chief Deputy Director

Health Care Programs

**COORDINATED CARE INITIATIVE  
CAL MEDICCONNECT**

*Oregina 1/3/4*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
RIVERSIDE COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY (PA)  
AND  
INLAND EMPIRE HEALTH PLAN (PLAN)**

**I. PURPOSE**

This Memorandum of Understanding (MOU) is entered into by and between the Riverside County In-Home Supportive Services Public Authority, hereinafter referred to as "PA," for the County of Riverside and Inland Empire Health Plan and IEHP Health Access, hereinafter collectively referred to as "PLAN," to allow PA to perform activities to support the provision of In-Home Supportive Services (IHSS) as a managed care benefit.

**II. TERMS**

This MOU is effective January 1, 2014. This MOU shall renew automatically in one-year increments unless terminated as outlined in section VIII.I.

**III. DEFINITIONS**

- A. "Contract Care Agency" refers to the vendor utilized to provide approved In-Home Supportive Services (IHSS) providers to provide services to clients.
- B. "Emergency Start" services refers to In-Home Supportive Service (IHSS) service referrals that must be responded to within 24 hours.

**IV. SCOPE OF WORK**

Welfare and Institutions Code (WIC) section 14186.35(a) requires that IHSS be a Medi-Cal benefit available through managed care health plans in specified counties. WIC section 14186.35(a)(9) states that managed care health plans shall enter into an MOU with a county agency and the county's PA, pursuant to Section 12301.6, to continue to perform their respective functions and responsibilities pursuant to the existing ordinance or contract, until the Director of Health Care Services provides notification pursuant to subdivision (a) of Section 12300.7 for that county.

PLAN is the entity responsible for the provision of IHSS as a benefit of managed care through a contract with the California Department of Health Care Services (DHCS). PLAN will perform tasks related to the administration of the IHSS program specified in WIC section 12301.6 (c) and (e). This MOU gives PA the authority to perform these functions under a managed care system.

Additionally, this MOU allows for the sharing of confidential recipient information to and from both parties to this MOU to promote a shared understanding of the recipient's needs and ensure appropriate access to IHSS.

This MOU does not contain a funding component. There is no budget for this MOU.

## V. PA RESPONSIBILITIES

- A. PA shall conduct criminal background checks on all potential providers of IHSS and exclude providers consistent with the provisions set forth in WIC Sections 12305.81, 12305.86 and 12305.87.
- B. PA shall provide assistance to IHSS recipients in finding eligible providers through the establishment of a provider registry as well as provide training for providers and recipients as set forth in WIC section 12301.6.
- C. PA shall act as the employer of record and provide access to trained IHSS providers. For the purpose of this MOU, "trained IHSS providers" refers to those IHSS providers who have met the requirements of the All County Letter (ACL) 10-33, ACL 11-12, ACL 00-44, and ACL 06-59.
- D. PA shall be deemed to be the employer for IHSS personnel within the meaning of Chapter 10 of Division 4 of Title 1 of the Government Code, until Riverside County has transitioned and this function is taken over by the California In-Home Supportive Services Authority, pursuant to subdivision (a) of Welfare and Institutions Code section 12300.7.
- E. PA shall designate a contact person to be responsible for oversight and supervision of the terms of this MOU and to act as a liaison throughout the term of the MOU. PA will immediately notify PLAN in writing of a change in the liaison. The contact person at PA will be:  
  
Felix Minjarez  
Riverside County In-Home Supportive Services Public Authority  
12125 Day Street, Suite S-101  
Moreno Valley, CA 92557
- F. PA shall implement Health Benefits coverage for IHSS providers.
- G. PA shall appoint an advisory committee of not more than 11 people, and no less than 50 percent of the membership of the advisory committee shall be individuals who are current or past users of personal assistance paid for through public or private funds or recipients of IHSS services.
- H. PA may enter into agreement with PLAN to perform additional functions in line with legislation, WIC provisions and regulations governing the Coordinated Care Initiative (CCI).

- I. PA agrees to comply with all applicable policies and procedures of PLAN relating to this MOU, including but not limited to those regarding privacy and security of confidential member information and the provision of managed care benefits to members.

## VI. PLAN RESPONSIBILITIES

- A. PLAN shall share confidential beneficiary information with PA to promote a shared understanding of the recipient's needs and ensure appropriate access to IHSS.
- B. PLAN may receive confidential beneficiary information necessary to implement the provisions of this MOU and will use such data only for this purpose.
- C. PLAN shall store confidential information received pursuant to this MOU in a place physically secure from access by unauthorized persons.
- D. PLAN shall instruct any employee with access to the confidential information received pursuant to this MOU regarding the confidential nature of the information.
- E. PLAN shall designate a contact position, with the current employee's name, to be responsible for oversight and supervision of the terms of this MOU and to act as a liaison throughout the term of the MOU. PLAN will immediately notify PA in writing of a change in the liaison. The contact position at PLAN will be:  
  
Roger Uminski, Director of Health Administration  
Inland Empire Health Plan  
303 E. Vanderbilt Way  
San Bernardino, CA 92408  
(909) 890-2040
- F. PLAN in consultation with Riverside County and PA shall establish any other coordination that needs to be enhanced under the integration of the IHSS Program into managed care.
- G. PLAN may enter into agreement with PA to perform additional functions in line with legislations, WIC provisions and regulations governing the CCI.
- H. PLAN shall maintain a back-up plan in case a Long Term Services and Supports provider does not arrive to provide assistance with activities of daily living. This back-up plan may include authorizing temporary assistance through qualified agencies that have been certified and approved by the California Department of Social Services, and authorizing a Medicare/Medi-Cal Home Health Agency to provide services.

## **Data Security**

PA and PLAN agree to comply with any provisions of WIC section 10850 and any other applicable federal and state laws regarding data security and confidentiality, as they now exist, or may be modified in the future, in both electronic and paper format.

## **Health Insurance Portability and Accountability Act (HIPAA)**

PA shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996.

## **Personal Health Information (PHI)**

PA and PLAN will agree to the roles and responsibilities of the sharing of personal health information (PHI) for the purposes set forth in Welfare and Institutions Code sections 14186.35 (a)(8) and (9)(B)(ix).

## **Personally Identifiable Information (PII)**

"Medi-Cal PII" refers to Medi-Cal Personally Identifiable Information which is directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting In Home Supportive Services (IHSS) operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

The PA and PLAN may use or disclose Medi-Cal Personally Identifiable Information (PII) only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of the County. The PLAN shall not duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.

The PA and PLAN agree to the same privacy and security safeguards as are contained in the Medi-Cal Data Privacy and Security Agreement, attached hereto and incorporated by this reference as **Exhibit A**. When applicable, the PA and PLAN shall incorporate the relevant provisions of **Exhibit A** into each subcontract or sub-award to subcontractors. PA and PLAN agree to observe all provisions of the PII agreement between County and the California Department of Health Care Services (CDHCS).



## VIII. GENERAL PROVISIONS

The IHSS PA is an independent legal entity, separate and apart from the County. The IHSS PA has no power to bind the County to any contractual or legal obligations, nor may the obligees of the IHSS PA seek recourse against the County for any financial or legal obligations of the IHSS PA.

### A. DUAL INDEMNIFICATION

PLAN shall indemnify and hold harmless the PA, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of PLAN, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of PLAN, its officers, employees, subcontractors, agents or representatives Indemnitors from this MOU.

With respect to any action or claim subject to indemnification herein by, PLAN shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of PA, County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes PLAN's indemnification to Indemnitees as set forth herein.

PA shall indemnify and hold harmless the PLAN, its Departments, their respective directors, officers, Governing Board, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of PA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of PA, its officers, employees, subcontractors, agents or representatives Indemnitors from this MOU.

With respect to any action or claim subject to indemnification herein by PA, PA shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of PLAN; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes PLAN's indemnification to Indemnitees as set forth herein.

### B. INDEPENDENT PARTIES

It is understood and agreed that the parties are independent contractors and that no relationship of employer-employee exists between the parties hereto. One party's employees shall not be entitled to any benefits payable to employees of the other party, including, but not limited to, Worker's Compensation benefits. The

parties shall not be required to make any deductions for employees of the other party from the compensation payable under the provision of this MOU or any such forthcoming agreement.

As independent contractors, the parties hereby hold each other harmless from any and all claims that may be made against the other based upon any contention by any third party that an employer-employee relationship exists by reason of this MOU. As part of the foregoing indemnity, the parties agree to protect and defend at its own expense, including attorney's fees, the other party, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this MOU.

**C. NON-ASSIGNMENT**

The parties shall not assign any interest in this MOU, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the other party. Any attempt to assign or delegate any interest without written consent of the other party shall be deemed void and of no force or effect.

**D. NOTICES**

All notices, claims, correspondence, and/or statements authorized or required by this MOU shall be addressed as follows:

PA: In-Home Supportive Services - Public Authority  
C/O Contracts Administration Unit  
10281 Kidd Street  
Riverside, CA 92503

PLAN: Inland Empire Health Plan  
Chief Executive Officer  
303 E. Vanderbilt Way, Suite 400  
San Bernardino, CA 92408

**E. GOVERNING LAW**

As it pertains to the administration of this MOU, PLAN shall comply, when applicable, with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon PA, which are equally applicable and made binding upon PLAN as though made with PLAN directly.

**F. JURISDICTION**

This MOU shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this MOU shall be filed only in the appropriate courts located in the County of Riverside, State of California.

G. MODIFICATION

No part of this MOU may be modified, altered amended, waived or changed without express written consent of the Parties hereto.

This MOU may be amended at any time by written, mutual consent of all parties.

H. EXTENSION

This MOU may be extended, upon both parties agreement in writing, before or after the term expires.

I. TERMINATION

1. This MOU may be terminated by either party without cause following 30 days written notice.
2. Termination with cause: This MOU may be terminated immediately by either party if the terms of this MOU are violated.
3. This MOU will be terminated if the contract between DHCS and the PLAN is terminated.

J. AUTHORITY TO EXECUTE

The individuals executing this MOU on behalf of the Parties each represent and warrant that they have the legal and actual authority to bind the Parties to the terms and conditions of this MOU.

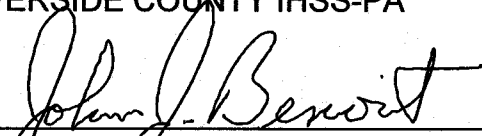
This MOU is not effective until signed by both parties.

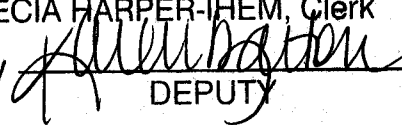
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**IX. ACCEPTANCE**

This document is the full and complete MOU between RIVERSIDE COUNTY IHSS-PA and INLAND EMPIRE HEALTH PLAN.

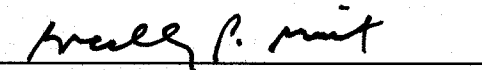
For RIVERSIDE COUNTY IHSS-PA

By:   
John J. Bendit  
Chairman, Board of Directors

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By:   
DEPUTY

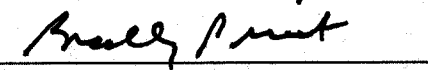
Date: AUG 20 2013

For PLAN – Inland Empire Health Plan

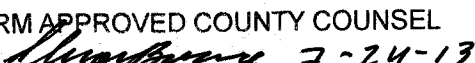
By:   
Bradley P. Gilbert  
Chief Executive Officer

Date: 7/26/13

For PLAN – IEHP Health Access

By:   
Bradley P. Gilbert  
Chief Executive Officer

Date: 7/26/13

FORM APPROVED COUNTY COUNSEL  
BY:  7-24-13  
ELENA M. BOEVA DATE

**MEDI-CAL DATA PRIVACY AND SECURITY  
AGREEMENT BETWEEN  
The California Department of Health Care Services  
and the County of Riverside, Department of Public Social Services.**

**PREAMBLE**

The California Department of Health Care Services (DHCS) and the County of Riverside, Department of Public Social Services ("County Department") enter into this Medi-Cal Data Privacy and Security Agreement ("Agreement") in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII). DHCS receives federal funding to administer the Medi-Cal program. DHCS provides funding to the County Department in exchange for the County Department's assistance in administering the Medi-Cal program.

This Agreement covers the County of Riverside, Department of Public Social Services workers that assist in the administration of the Medi-Cal program; and access, use, or disclose Medi-Cal PII. For the purpose of this Agreement, the following terms mean:

1. "Assist in the Administration of the Medi-Cal Program" is performing an administrative function on behalf of Medi-Cal, such as determining eligibility or case managing IHSS (In-Home Supportive Services) clients; and 2. "Medi-Cal PII" is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

**AGREEMENTS**

**NOW THEREFORE**, DHCS and the County Department mutually agree as follows:

**I. PRIVACY AND CONFIDENTIALITY**

A. County Department workers covered by this Agreement ("County Workers") may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law. For example, County Workers performing eligibility determinations may generally only use or disclose Medi-Cal PII to determine eligibility for individuals applying for Medi-Cal. County Workers assisting in the administration of the In-Home Supportive Services (IHSS) program may generally use or disclose Medi-Cal PII only to perform administrative functions essential to the operation of the IHSS program. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.

B. Access to Medi-Cal PII shall be restricted to only County Workers who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.

C. County Workers who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

## **II. EMPLOYEE TRAINING AND DISCIPLINE**

The County Department agrees to advise County Workers who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department shall:

A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such County Workers who intentionally violate any provisions of this Agreement, up to and including by termination of employment. In complying with this requirement, the County Department agrees to:

1. Provide privacy and security awareness training to each new County Worker within 30 days of employment and thereafter provide ongoing reminders of the privacy and security safeguards in this Agreement to all County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII.
2. Maintain records indicating each County Worker's name and the date on which the initial privacy and security awareness training was completed.
3. Retain training records for inspection for a period of three years after completion of the training.

## **III. MANAGEMENT OVERSIGHT AND MONITORING**

A. Establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII.

B. Ensure that ongoing management oversight includes periodic self-assessments and randomly sampling work activity by County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. DHCS shall provide the County Department with information on MEDS usage indicating any anomalies for investigation and follow-up.

C. Ensure that these management oversight and monitoring activities are performed by County Workers whose job functions are separate from those who use or disclose Medi-Cal PII as part of their routine duties.

## **IV. CONFIDENTIALITY STATEMENT**

The County Department agrees to ensure that all County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the County Worker prior to access to Medi-Cal PII.

## **V. PHYSICAL SECURITY**

The County Department shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. The County Department agrees to safeguard Medi-Cal PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

A. Secure all areas of County Department facilities where County Workers assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The County Department shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.

B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at County Department facilities and leased facilities where a large volume of Medi-Cal PII is stored.

C. Issue County Workers who assist in the administration of the Medi-Cal program identification badges and require County Workers to wear these badges at County Department facilities where Medi-Cal PII is stored or used.

D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use, meaning that there are County Department and non-County Department functions in one building in work areas that are not securely segregated from each other. The County Department shall have policies which indicate that County Workers are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airplanes.

E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

## **VI. COMPUTER SECURITY SAFEGUARDS**

The County Department agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section.

### **General Computer Security Safeguards**

In order to comply with the following general computer security safeguards, the County Department agrees to:

A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link: [www.pd.dgs.ca.gov/masters/EncryptionSoftware.html](http://www.pd.dgs.ca.gov/masters/EncryptionSoftware.html). The County Department shall use an encryption solution that is full-disk unless otherwise approved by DHCS.

B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.

D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

- E. Ensure that all emails sent outside the County Department's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a new anti-virus definition/software release is available.
- G. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have current security patches applied and up-to-date.
- H. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The County Department shall ensure that the wipe method conforms to Department of Defense standards for data destruction.
- I. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The County Department shall ensure that all remote access is limited to minimum necessary and least privilege principles.

### **System Security Controls**

In order to comply with the following system security controls, the County Department agrees to:

- J. Ensure that all County Department systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.
- K. Ensure that all County Department systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.
- L. Ensure that all County Department systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.
- M. Ensure that all County Department systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.
- N. Ensure that all County Department data transmissions over networks outside of the County's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII. The County Department shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.
- O. Ensure that all County Department systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.



## **Audit Controls**

In order to comply with the following audit controls, the County Department agrees to:

P. Ensure that all County Department systems processing and/or storing Medi-Cal PII have at least an annual system security review. The County Department review shall include administrative and technical vulnerability assessments.

Q. Ensure that all County Department systems processing and/or storing Medi-Cal PII have an automated audit trail, which includes the initiator of the request, along with a time and date stamp for each access. These logs shall be read-only and maintained for a period of at least three (3) years. There shall be a routine procedure in place to review system logs for unauthorized access. The County Department shall investigate anomalies identified by interviewing County Workers and witnesses and taking corrective action, including by disciplining County Workers, when necessary.

R. Maintain an automated audit trail record identifying either the individual worker or the system process that initiated a request for information from the Social Security Administration (SSA) for its systems, such as IEVS. Individual audit trail records shall contain the data needed to associate each query transaction to its initiator and relevant business purpose (that is, the client record for which SSA data was accessed) and each transaction shall be time and date stamped. Access to the audit file shall be restricted to authorized users with a need to know and the audit file data shall be unalterable (read only) and maintained for a minimum of three years.

S. Investigate anomalies in MEDS usage identified by DHCS and report conclusions of such investigations and remediation to DHCS.

T. Exercise management control and oversight, in conjunction with DHCS, of the function of authorizing individual user access to SSA data and MEDS and over the process of issuing and maintaining access control numbers and passwords.

U. Ensure that all County Department systems processing and/or storing Medi-Cal PII have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

## **VII. PAPER DOCUMENT CONTROLS**

In order to comply with the following paper document controls, the County Department agrees to:

A. Dispose of Medi-Cal PII in paper form through confidential means, such as cross cut shredding and pulverizing.

B. Not remove Medi-Cal PII from the premises of the County Department except for identified routine business purposes or with express written permission of DHCS.

C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The County Department shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. County Workers shall verify fax numbers with the intended recipient before sending.

D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The County Department shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

## **VIII. NOTIFICATION AND INVESTIGATION OF BREACHES**

The County Department agrees to:

A. Notify DHCS immediately by telephone call or e-mail upon the discovery of a breach of security of Medi-Cal PII in computerized form if the PII was, or is reasonably believed to have been, acquired by an unauthorized person; or within 24 hours by telephone call or e-mail of discovery of any other suspected security incident, intrusion, loss or unauthorized use or disclosure of PII in violation of this Agreement or the law. The County Department shall submit the notification to the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PII, the County Department shall notify DHCS by calling the DHCS ITSD Help Desk.

DHCS Privacy Officer DHCS Information Security Officer  
Privacy Officer  
c/o: Office of Legal Services  
Department of Health Care Services  
P.O. Box 997413, MS 0011  
Sacramento, CA 95899-7413  
Email: [privacyofficer@dhcs.ca.gov](mailto:privacyofficer@dhcs.ca.gov)  
Telephone: (916) 445-4646

Information Security Officer  
DHCS Information Security Office  
P.O. Box 997413, MS 6400  
Sacramento, CA 95899-7413  
Email: [iso@dhcs.ca.gov](mailto:iso@dhcs.ca.gov)  
Telephone: ITSD Help Desk  
(916) 440-7000  
(800) 579-0874

B. Ensure that the initial notification includes contact and component information; a description of the breach or loss with scope, numbers of files or records, type of equipment or media, approximate time and location of breach or loss; description of how the data was physically stored, contained, or packaged (e.g. password protected, encrypted, locked briefcase, etc.); whether any individuals or external organizations have been contacted; and whether any other reports have been filed.

C. Take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment.

D. Investigate the breach and produce a written breach report within ten working days of the incident, detailing what data elements were involved; a description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PII; a description of where PII is believed to have been improperly transmitted, sent, or used; a description of the probable causes of the breach; a detailed corrective action plan including measures that were taken to halt and/or contain the breach. The County Department shall submit the breach report to the DHCS Privacy Officer and Information Security Officer.

E. Notify individuals of the breach or unauthorized use or disclosure of Medi-Cal PII maintained by the County Department when notification is required under state or federal law. The County Department shall obtain the approval of the DHCS Privacy Officer for the

time, manner and content of any such required notifications. County Department shall be responsible for the cost of such notification to the extent that such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of County Department. To the extent such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of DHCS, DHCS shall be responsible for notifying individuals and the County Department shall not be responsible for any costs of notification. If there is any question as to whether DHCS or the County Department is responsible for the breach, DHCS shall issue the notice and DHCS and the County Department shall subsequently determine responsibility for purposes of allocating the costs of such notices.

#### **IX. COMPLIANCE WITH SSA AGREEMENT**

The County Department agrees to comply with substantive privacy and security requirements in the Agreement between the Social Security Administration and DHCS, known as the 1137 Agreement. The specific sections of the 1137 Agreement which contain substantive privacy and security requirements which are to be complied with by County Department are as follows: XI. Procedures for Security; XII. Safeguarding and Reporting Responsibilities for Personally Identifiable Information (PII); XIII. Procedures for Records Usage, Duplication, and Redisclosure Restrictions; and Attachment C, Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration. If there is any conflict between a privacy and security standard in these sections of the 1137 Agreement and a standard in this Agreement, the most stringent standard shall apply.

The most stringent standard means that standard which provides the greatest protection to data.

#### **X. COMPLIANCE BY COUNTY DEPARTMENT AGENTS**

The County Department shall require that any agents, including subcontractors, which assist the County Department in its Medi-Cal functions and to which the County Department provides PII, agree to the same privacy and security safeguards as are contained in this Agreement; and to incorporate, when applicable, the relevant provisions of this Agreement into each subcontract or sub-award to such agents or subcontractors.

#### **XI. ASSESSMENTS AND REVIEWS**

In order to enforce this Agreement and ensure compliance with its provisions, the County Department agrees to allow DHCS to inspect the facilities, systems, books and records of the County Department, with reasonable notice from DHCS, in order to perform assessments and reviews. Such inspections shall be scheduled at times that take into account the operational and staffing demands of the county. The County Department agrees to promptly remedy any violation of any provision of this Agreement and certify the same to the DHCS Privacy Officer and Information Security Officer in writing, or to enter into a written corrective action plan with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

#### **XII. DEADLINE FOR SUBSTANTIAL COMPLIANCE**

A. The County Department shall be in substantial compliance with this Agreement by no later than July 1, 2010.

B. If, at any time, the county is unable to meet the security and privacy requirements imposed in this Agreement in the manner specified therein due to a lack of funding;

DHCS will work with the county to develop a Corrective Action Plan which can be implemented within the resources provided by the state for this purpose and which is intended to substantially meet those security and privacy requirements even if such requirements are met utilizing alternative or different methods than those specified in this Agreement.

C. DHCS shall monitor corrective action plans which County Department develops to remediate gaps in security compliance under this Agreement and reassess compliance.

### **XIII. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS**

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by the County Department of the privacy or security of Medi-Cal PII, or federal or state laws or agreements concerning privacy or security of Medi-Cal PII, the County Department shall make all reasonable effort to make itself and any subcontractors, agents, and County Workers assisting in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to County Department at no cost to County Department to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII, or state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

### **XIV. SIGNATORIES**

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement. The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement effective this 4th day of September, 2008.

For the County of Riverside, Department of Public Social Services:

//SS// Susan Loew  
Director

For the California Department of Health Care Services:

Stan Rosenstein  
Chief Deputy Director  
Health Care Programs

**COORDINATED CARE INITIATIVE  
CAL MEDICCONNECT PROJECT**

*original 1 of 4*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
RIVERSIDE COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY (PA)  
AND  
MOLINA HEALTHCARE OF CALIFORNIA, PARTNER PLAN, INC. (PLAN)**

**I. PURPOSE**

This Memorandum of Understanding (MOU) is entered into by and between the Riverside County In-Home Supportive Services Public Authority, hereinafter referred to as "PA," for the County of Riverside and MOLINA HEALTHCARE OF CALIFORNIA, PARTNER PLAN, INC., hereinafter referred to as "PLAN," to allow PA to perform activities to support the provision of In-Home Supportive Services (IHSS) as a managed care benefit.

**II. TERMS**

This MOU is effective January 1, 2014. This MOU shall renew automatically in one-year increments unless terminated as outlined in section VIII.I.

**III. DEFINITIONS**

- A. "Contract Care Agency" refers to the vendor utilized to provide approved IHSS providers to provide services to clients.
- B. "Emergency Start" services refers to In-Home Supportive Service (IHSS) services that must be responded to within 24 hours.

**IV. SCOPE OF WORK**

Welfare and Institutions Code (WIC) section 14186.35(a) requires that IHSS be a Medi-Cal benefit available through managed care health plans in specified counties. WIC section 14186.35(a)(9) states that managed care health plans shall enter into an MOU with a county agency and the county's PA, pursuant to Section 12301.6, to continue to perform their respective functions and responsibilities pursuant to the existing ordinance or contract, until the Director of Health Care Services provides notification pursuant to subdivision (a) of Section 12300.7 for that county.

PLAN is the entity responsible for the provision of IHSS as a benefit of managed care through a contract with the California Department of Health Care Services (DHCS). PA will perform tasks related to the administration of the IHSS program specified in WIC section 12301.6 (c) and (e). This MOU gives PA the authority to perform these functions under a managed care system.

Additionally, this MOU allows for the sharing of confidential recipient information to and from both parties to this MOU to promote a shared understanding of the recipient's needs and ensure appropriate access to IHSS.

This MOU does not contain a funding component. There is no budget for this MOU.

## V. PA RESPONSIBILITIES

- A. PA shall conduct criminal background checks on all potential providers of IHSS and exclude providers consistent with the provisions set forth in WIC Sections 12305.81, 12305.86 and 12305.87.
- B. PA shall provide assistance to IHSS recipients in finding eligible providers through the establishment of a provider registry as well as provide training for providers and recipients as set forth in WIC section 12301.6.
- C. PA shall act as the employer of record and provide access to trained IHSS providers. For the purpose of this MOU, "trained IHSS providers" refers to those IHSS providers who have met the requirements of the All County Letter (ACL) 10-33, ACL 11-12, ACL 00-44, and ACL 06-59.
- D. PA shall be deemed to be the employer for IHSS personnel within the meaning of Chapter 10 of Division 4 of Title 1 of the Government Code, until Riverside County has transitioned and this function is taken over by the California In-Home Supportive Services Authority, pursuant to subdivision (a) of Welfare and Institutions Code section 12300.7.
- E. PA shall designate a contact person to be responsible for oversight and supervision of the terms of this MOU and to act as a liaison throughout the term of the MOU. PA will immediately notify PLAN in writing of a change in the liaison. The contact person at PA is:  
  
Felix Minjarez  
Riverside County In-Home Supportive Services Public Authority  
12125 Day Street, Suite S-101  
Moreno Valley, CA 92557
- F. PA shall implement Health Benefits coverage for IHSS providers.
- G. PA shall appoint an advisory committee of not more than 11 people, and no less than 50 percent of the membership of the advisory committee shall be individuals who are current or past users of personal assistance paid for through public or private funds or recipients of IHSS services.

- H. PA will provide training to managed care plan staff at least one time prior to the demonstration start date and yearly thereafter that may include or not be limited to:
1. Function of the Public Authority,
  2. Eligibility & Assessment criteria of IHSS providers
  3. Services provided to IHSS providers
  4. How to review and understand data made available to the plans electronically (e.g., IHSS case management information payroll systems (CMIPS) data).
- I. PA may enter into agreement with PLAN to perform additional functions in line with legislations, WIC provisions and regulations governing the Coordinated Care Initiative (CCI).

## VI. PLAN RESPONSIBILITIES

- A. PLAN shall share confidential beneficiary information with PA to promote a shared understanding of the recipient's needs and ensure appropriate access to IHSS.
- B. PLAN may receive confidential beneficiary information necessary to implement the provisions of this MOU and will use such data only for this purpose.
- C. PLAN shall store confidential information received pursuant to this MOU in a place physically secure from access by unauthorized persons.
- D. PLAN shall instruct any employee with access to the confidential information received pursuant to this MOU regarding the confidential nature of the information.
- E. PLAN shall designate a contact position, with the current employee's name, to be responsible for oversight and supervision of the terms of this MOU and to act as a liaison throughout the term of the MOU. PLAN will immediately notify PA in writing of a change in the liaison. The contact person at PLAN is:
- Lisa Hayes, Director DSAS  
Government Contracts  
Molina HealthCare  
200 Oceangate, Suite 100  
Long Beach, CA 90802
- F. PLAN in consultation with Riverside County and PA shall establish any other coordination that needs to be enhanced under the integration of the IHSS Program into managed care.

G. PLAN will provide training to PA staff at least one time prior to the demonstration start date and yearly thereafter that may include or not be limited to:

1. Overview of Managed Care Processes, Procedures, Prior Authorization criteria, Case Management, Utilization Management, drug formulary, contracted providers and website navigation,
2. Eligibility & Assessment of members,
3. Services and benefits provided to members, and/or
4. How to review and understand data made available to the PA

H. PLAN may enter into agreement with PA to perform additional functions in line with legislations, WIC provisions and regulations governing the CCI.

## **VII. DATA CONFIDENTIALITY, SECURITY and SHARING**

### **Data Security**

PA and PLAN agree to comply with any provisions of WIC section 10850 and any other applicable federal and state laws regarding data security and confidentiality, as they now exist, or may be modified in the future, in both electronic and paper format.

### **Health Insurance Portability and Accountability Act (HIPAA)**

PA and Plan shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996.

### **Personal Health Information (PHI)**

PA and PLAN will agree to the roles and responsibilities of the sharing of personal health information (PHI) for the purposes set forth in Welfare and Institutions Code sections 14186.35 (a)(8) and (9)(B)(ix).

### **Personally Identifiable Information (PII)**

"Medi-Cal PII" refers to Medi-Cal Personally Identifiable Information which is directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting In Home Supportive Services (IHSS) operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

The PA and PLAN may use or disclose Medi-Cal Personally Identifiable Information (PII) only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and



42 Code of Federal Regulations section 431.300 et seq, or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of the County. The PA and PLAN shall not duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.

The PA and PLAN agrees to the same privacy and security safeguards as are contained in the Medi-Cal Data Privacy and Security Agreement, attached hereto and incorporated by this reference as **Exhibit (A)**. When applicable, the PLAN shall incorporate the relevant provisions of **Exhibit (A)** into each subcontract or sub-award to subcontractors. PA and PLAN agree to observe all provisions of the PII agreement between County and the California Department of Health Care Services (CDHCS).

### **VIII. GENERAL PROVISIONS**

The IHSS PA is an independent legal entity, separate and apart from the County. The IHSS PA has no power to bind the County to any contractual or legal obligations, nor may the obligees of the IHSS PA seek recourse against the County for any financial or legal obligations of the IHSS PA.

#### **A. DUAL INDEMNIFICATION**

PLAN shall indemnify and hold harmless PA, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of PLAN, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of PLAN, its officers, employees, subcontractors, agents or representatives Indemnitors from this MOU.

With respect to any action or claim subject to indemnification herein by, PLAN shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of PA, County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes PLAN's indemnification to Indemnitees as set forth herein.

PA shall indemnify and hold harmless the PLAN, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Directors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of PA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of PA, its officers, employees, subcontractors, agents or representatives Indemnitors from this MOU.

With respect to any action or claim subject to indemnification herein by PA, PA shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of PLAN; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes PLAN's indemnification to Indemnitees as set forth herein.

#### B. INDEPENDENT PARTIES

It is understood and agreed that parties are independent contractors and that no relationship of employer-employee exists between the parties hereto. One party's employees shall not be entitled to any benefits payable to employees of the other party including, but not limited to, Worker's Compensation benefits.

The parties shall not be required to make any deductions for employees of the other party from the compensation payable under the provision of this MOU.

As independent contractors, the parties hereby hold each other harmless from any and all claims that may be made against the other based upon any contention by any third party that an employer-employee relationship exists by reason of this MOU. As part of the foregoing indemnity, the parties agree to protect and defend at its own expense, including attorney's fees, the other party, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this MOU.

PLAN shall not be deemed to be the employer of an individual IHSS provider referred to recipients under WIC section 14186.35 for the purposes of liability due to the negligence or intentional torts of the individual IHSS provider.

#### C. NON-ASSIGNMENT

The parties shall not assign any interest in this MOU, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the other party. Any attempt to assign or delegate any interest without written consent of the other party shall be deemed void and of no force or effect.

#### D. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this MOU shall be addressed as follows:

PA: In-Home Supportive Services - Public Authority  
C/O Contracts Administration Unit  
10281 Kidd Street  
Riverside, CA 92503

PLAN: Molina Healthcare of California, Partner Plan, Inc.  
President  
200 Oceangate, Suite 100  
Long Beach, CA 90802

E. GOVERNING LAW

As it pertains to the administration of this MOU, PLAN shall comply, when applicable, with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon PA, which are equally applicable and made binding upon PLAN as though made with PLAN directly.

F. JURISDICTION

This MOU shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this MOU shall be filed only in the appropriate courts located in the County of Riverside, State of California.

G. MODIFICATION

No part of this MOU may be modified, altered amended, waived or changed without express written consent of the Parties hereto.

This MOU may be amended at any time by written, mutual consent of all parties.

H. EXTENSION

This MOU may be extended, upon both parties agreement in writing, before or after the term expires.

I. TERMINATION

1. This MOU may be terminated by either party without cause following 30 days written notice.
2. Termination with cause: This MOU may be terminated immediately by either party if the terms of this MOU are violated.
3. This MOU will be terminated if the contract between DHCS and the PLAN is terminated.

J. AUTHORITY TO EXECUTE

The individuals executing this MOU on behalf of the Parties each represent and warrant that they have the legal and actual authority to bind the Parties to the terms and conditions of this MOU.

This MOU is not effective until signed by both parties.


**IX. ACCEPTANCE**

This document is the full and complete MOU between RIVERSIDE COUNTY IHSS-PA and MOLINA HEALTHCARE OF CALIFORNIA, PARTNER PLAN, INC.

For RIVERSIDE COUNTY IHSS-PA


For MOLINA HEALTHCARE OF CALIFORNIA, PARTNER PLAN, INC.

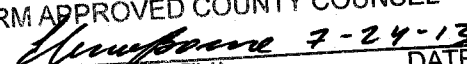
By:   
John J. Benoit  
Chairman, Board of Directors

By:   
Richard Chambers  
President

Date: AUG 20 2013

Date: 7/30/13

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By:   
DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY:  7-24-13  
ELENA M. BOEVA DATE

**MEDI-CAL DATA PRIVACY AND SECURITY  
AGREEMENT BETWEEN  
The California Department of Health Care Services  
and the County of Riverside, Department of Public Social Services.**

**PREAMBLE**

The California Department of Health Care Services (DHCS) and the County of Riverside, Department of Public Social Services ("County Department") enter into this Medi-Cal Data Privacy and Security Agreement ("Agreement") in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII). DHCS receives federal funding to administer the Medi-Cal program. DHCS provides funding to the County Department in exchange for the County Department's assistance in administering the Medi-Cal program.

This Agreement covers the County of Riverside, Department of Public Social Services workers that assist in the administration of the Medi-Cal program; and access, use, or disclose Medi-Cal PII. For the purpose of this Agreement, the following terms mean:

1. "Assist in the Administration of the Medi-Cal Program" is performing an administrative function on behalf of Medi-Cal, such as determining eligibility or case managing IHSS (In-Home Supportive Services) clients; and 2. "Medi-Cal PII" is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

**AGREEMENTS**

**NOW THEREFORE**, DHCS and the County Department mutually agree as follows:

**I. PRIVACY AND CONFIDENTIALITY**

A. County Department workers covered by this Agreement ("County Workers") may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law. For example, County Workers performing eligibility determinations may generally only use or disclose Medi-Cal PII to determine eligibility for individuals applying for Medi-Cal. County Workers assisting in the administration of the In-Home Supportive Services (IHSS) program may generally use or disclose Medi-Cal PII only to perform administrative functions essential to the operation of the IHSS program. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.

B. Access to Medi-Cal PII shall be restricted to only County Workers who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.

C. County Workers who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

## **II. EMPLOYEE TRAINING AND DISCIPLINE**

The County Department agrees to advise County Workers who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department shall:

A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such County Workers who intentionally violate any provisions of this Agreement, up to and including by termination of employment. In complying with this requirement, the County Department agrees to:

1. Provide privacy and security awareness training to each new County Worker within 30 days of employment and thereafter provide ongoing reminders of the privacy and security safeguards in this Agreement to all County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII.
2. Maintain records indicating each County Worker's name and the date on which the initial privacy and security awareness training was completed.
3. Retain training records for inspection for a period of three years after completion of the training.

## **III. MANAGEMENT OVERSIGHT AND MONITORING**

A. Establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII.

B. Ensure that ongoing management oversight includes periodic self-assessments and randomly sampling work activity by County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. DHCS shall provide the County Department with information on MEDS usage indicating any anomalies for investigation and follow-up.

C. Ensure that these management oversight and monitoring activities are performed by County Workers whose job functions are separate from those who use or disclose Medi-Cal PII as part of their routine duties.

## **IV. CONFIDENTIALITY STATEMENT**

The County Department agrees to ensure that all County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the County Worker prior to access to Medi-Cal PII.

## **V. PHYSICAL SECURITY**

The County Department shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. The County Department agrees to safeguard Medi-Cal PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of County Department facilities where County Workers assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The County Department shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at County Department facilities and leased facilities where a large volume of Medi-Cal PII is stored.
- C. Issue County Workers who assist in the administration of the Medi-Cal program identification badges and require County Workers to wear these badges at County Department facilities where Medi-Cal PII is stored or used.
- D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use, meaning that there are County Department and non-County Department functions in one building in work areas that are not securely segregated from each other. The County Department shall have policies which indicate that County Workers are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airplanes.
- E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

## **VI. COMPUTER SECURITY SAFEGUARDS**

The County Department agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section.

### **General Computer Security Safeguards**

In order to comply with the following general computer security safeguards, the County Department agrees to:

- A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link: [www.pd.dgs.ca.gov/masters/EncryptionSoftware.html](http://www.pd.dgs.ca.gov/masters/EncryptionSoftware.html). The County Department shall use an encryption solution that is full-disk unless otherwise approved by DHCS.
- B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.
- D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

- E. Ensure that all emails sent outside the County Department's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a new anti-virus definition/software release is available.
- G. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have current security patches applied and up-to-date.
- H. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The County Department shall ensure that the wipe method conforms to Department of Defense standards for data destruction.
- I. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The County Department shall ensure that all remote access is limited to minimum necessary and least privilege principles.

### **System Security Controls**

In order to comply with the following system security controls, the County Department agrees to:

- J. Ensure that all County Department systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.
- K. Ensure that all County Department systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.
- L. Ensure that all County Department systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.
- M. Ensure that all County Department systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.
- N. Ensure that all County Department data transmissions over networks outside of the County's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII. The County Department shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.
- O. Ensure that all County Department systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.



## **Audit Controls**

In order to comply with the following audit controls, the County Department agrees to:

P. Ensure that all County Department systems processing and/or storing Medi-Cal PII have at least an annual system security review. The County Department review shall include administrative and technical vulnerability assessments.

Q. Ensure that all County Department systems processing and/or storing Medi-Cal PII have an automated audit trail, which includes the initiator of the request, along with a time and date stamp for each access. These logs shall be read-only and maintained for a period of at least three (3) years. There shall be a routine procedure in place to review system logs for unauthorized access. The County Department shall investigate anomalies identified by interviewing County Workers and witnesses and taking corrective action, including by disciplining County Workers, when necessary.

R. Maintain an automated audit trail record identifying either the individual worker or the system process that initiated a request for information from the Social Security Administration (SSA) for its systems, such as IEVS. Individual audit trail records shall contain the data needed to associate each query transaction to its initiator and relevant business purpose (that is, the client record for which SSA data was accessed) and each transaction shall be time and date stamped. Access to the audit file shall be restricted to authorized users with a need to know and the audit file data shall be unalterable (read only) and maintained for a minimum of three years.

S. Investigate anomalies in MEDS usage identified by DHCS and report conclusions of such investigations and remediation to DHCS.

T. Exercise management control and oversight, in conjunction with DHCS, of the function of authorizing individual user access to SSA data and MEDS and over the process of issuing and maintaining access control numbers and passwords.

U. Ensure that all County Department systems processing and/or storing Medi-Cal PII have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

## **VII. PAPER DOCUMENT CONTROLS**

In order to comply with the following paper document controls, the County Department agrees to:

A. Dispose of Medi-Cal PII in paper form through confidential means, such as cross cut shredding and pulverizing.

B. Not remove Medi-Cal PII from the premises of the County Department except for identified routine business purposes or with express written permission of DHCS.

C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The County Department shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. County Workers shall verify fax numbers with the intended recipient before sending.

D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The County Department shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

### **VIII. NOTIFICATION AND INVESTIGATION OF BREACHES**

The County Department agrees to:

A. Notify DHCS immediately by telephone call or e-mail upon the discovery of a breach of security of Medi-Cal PII in computerized form if the PII was, or is reasonably believed to have been, acquired by an unauthorized person; or within 24 hours by telephone call or e-mail of discovery of any other suspected security incident, intrusion, loss or unauthorized use or disclosure of PII in violation of this Agreement or the law. The County Department shall submit the notification to the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PII, the County Department shall notify DHCS by calling the DHCS ITSD Help Desk.

DHCS Privacy Officer DHCS Information Security Officer

Privacy Officer

c/o: Office of Legal Services

Department of Health Care Services

P.O. Box 997413, MS 0011

Sacramento, CA 95899-7413

Email: [privacyofficer@dhcs.ca.gov](mailto:privacyofficer@dhcs.ca.gov)

Telephone: (916) 445-4646

Information Security Officer

DHCS Information Security Office

P.O. Box 997413, MS 6400

Sacramento, CA 95899-7413

Email: [iso@dhcs.ca.gov](mailto:iso@dhcs.ca.gov)

Telephone: ITSD Help Desk

(916) 440-7000

(800) 579-0874

B. Ensure that the initial notification includes contact and component information; a description of the breach or loss with scope, numbers of files or records, type of equipment or media, approximate time and location of breach or loss; description of how the data was physically stored, contained, or packaged (e.g. password protected, encrypted, locked briefcase, etc.); whether any individuals or external organizations have been contacted; and whether any other reports have been filed.

C. Take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment.

D. Investigate the breach and produce a written breach report within ten working days of the incident, detailing what data elements were involved; a description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PII; a description of where PII is believed to have been improperly transmitted, sent, or used; a description of the probable causes of the breach; a detailed corrective action plan including measures that were taken to halt and/or contain the breach. The County Department shall submit the breach report to the DHCS Privacy Officer and Information Security Officer.

E. Notify individuals of the breach or unauthorized use or disclosure of Medi-Cal PII maintained by the County Department when notification is required under state or federal law. The County Department shall obtain the approval of the DHCS Privacy Officer for the

time, manner and content of any such required notifications. County Department shall be responsible for the cost of such notification to the extent that such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of County Department. To the extent such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of DHCS, DHCS shall be responsible for notifying individuals and the County Department shall not be responsible for any costs of notification. If there is any question as to whether DHCS or the County Department is responsible for the breach, DHCS shall issue the notice and DHCS and the County Department shall subsequently determine responsibility for purposes of allocating the costs of such notices.

#### **IX. COMPLIANCE WITH SSA AGREEMENT**

The County Department agrees to comply with substantive privacy and security requirements in the Agreement between the Social Security Administration and DHCS, known as the 1137 Agreement. The specific sections of the 1137 Agreement which contain substantive privacy and security requirements which are to be complied with by County Department are as follows: XI. Procedures for Security; XII. Safeguarding and Reporting Responsibilities for Personally Identifiable Information (PII); XIII. Procedures for Records Usage, Duplication, and Redislosure Restrictions; and Attachment C, Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration. If there is any conflict between a privacy and security standard in these sections of the 1137 Agreement and a standard in this Agreement, the most stringent standard shall apply.

The most stringent standard means that standard which provides the greatest protection to data.

#### **X. COMPLIANCE BY COUNTY DEPARTMENT AGENTS**

The County Department shall require that any agents, including subcontractors, which assist the County Department in its Medi-Cal functions and to which the County Department provides PII, agree to the same privacy and security safeguards as are contained in this Agreement; and to incorporate, when applicable, the relevant provisions of this Agreement into each subcontract or sub-award to such agents or subcontractors.

#### **XI. ASSESSMENTS AND REVIEWS**

In order to enforce this Agreement and ensure compliance with its provisions, the County Department agrees to allow DHCS to inspect the facilities, systems, books and records of the County Department, with reasonable notice from DHCS, in order to perform assessments and reviews. Such inspections shall be scheduled at times that take into account the operational and staffing demands of the county. The County Department agrees to promptly remedy any violation of any provision of this Agreement and certify the same to the DHCS Privacy Officer and Information Security Officer in writing, or to enter into a written corrective action plan with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

#### **XII. DEADLINE FOR SUBSTANTIAL COMPLIANCE**

A. The County Department shall be in substantial compliance with this Agreement by no later than July 1, 2010.

B. If, at any time, the county is unable to meet the security and privacy requirements imposed in this Agreement in the manner specified therein due to a lack of funding;

DHCS will work with the county to develop a Corrective Action Plan which can be implemented within the resources provided by the state for this purpose and which is intended to substantially meet those security and privacy requirements even if such requirements are met utilizing alternative or different methods than those specified in this Agreement.

C. DHCS shall monitor corrective action plans which County Department develops to remediate gaps in security compliance under this Agreement and reassess compliance.

### **XIII. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS**

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by the County Department of the privacy or security of Medi-Cal PII, or federal or state laws or agreements concerning privacy or security of Medi-Cal PII, the County Department shall make all reasonable effort to make itself and any subcontractors, agents, and County Workers assisting in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to County Department at no cost to County Department to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII, or state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

### **XIV. SIGNATORIES**

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement. The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement effective this 4th day of September, 2008.

For the County of Riverside, Department of Public Social Services:

//SS// Susan Loew

Director

For the California Department of Health Care Services:

Stan Rosenstein

Chief Deputy Director

Health Care Programs