

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



ITEM: 3.34
(ID # 12221)

MEETING DATE:

Tuesday, April 07, 2020

FROM: PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Ratify Acceptance of the California Department of Health Care Services (DHCS) Medi-Cal Health Enrollment Navigators Project Grant Award, and Approve and Execute Agreement DPSS-0001906 with DHCS to Implement the Medi-Cal Health Enrollment Navigators Project, Effective January 1, 2020, through December 31, 2021. All Districts. [\$2,129,348 - 100% State Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify acceptance of the Medi-Cal Health Enrollment Navigators Project grant award from the California Department of Health Care Services (DHCS) in the aggregate amount of \$2,129,348, and Approve and execute Agreement DPSS-0001906 with DHCS to implement the Medi-Cal Health Enrollment Navigators Project, for the period of January 1, 2020 through December 31, 2021;
2. Authorize the Director of DPSS, or designee, to sign any certifications, assurances, reports, or other related documents required by DHCS to receive and effectuate the award that is consistent with the Board's approval; and
3. Authorize the Director of DPSS, or designee, based on the availability of fiscal funding and as approved by County Counsel to: approve and sign amendments to the Agreement that modify the Terms and Conditions of the Allocation, including the work plan, that stay within the intent of the project description; and sign amendments to the compensation provisions that do not exceed twenty percent (20%) of the total annual cost of the agreement.

ACTION: Policy

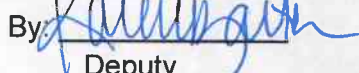

Sayon Baldwin, DPSS Director 3/24/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: April 7, 2020
xc: DPSS

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$507,035	\$1,064,049	\$2,129,348	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: State Funds 100%			Budget Adjustment:	No
			For Fiscal Year:	19/20 – 21/22

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Pursuant to the 2019 Budget Act, Assembly Bill (AB) 74 (Chapter 23, Statutes 2019), the Department of Public Social Services (DPSS) received funding from the Department of Health Care Services (DHCS) to implement the Medi-Cal Enrollment Navigators Project for the County of Riverside. The goal of the Medi-Cal Enrollment Navigators Project is to successfully provide outreach, enrollment and retention activities for our Medi-Cal population.

Impact on Residents and Businesses

DPSS will utilize funding for this project to provide outreach for Medi-Cal, enroll an estimated 15,120 individuals, and assist 1,944 in retaining coverage for the following target populations: persons who are homeless; aged persons; young persons of color; persons with other disabilities; immigrants and families of mixed immigration status; persons with limited English proficiency; low-wage workers and their families or dependents; and uninsured children and youth formerly enrolled in Medi-Cal.

Additional Fiscal Information

The total annual payments shall not exceed:

YEAR PERIOD	ANNUAL PAYMENT
Fiscal Year 2019 - 2020	\$ 507,035
Fiscal Year 2020 - 2021	\$ 1,064,049
Fiscal Year 2021 - 2022	\$ 558,264
Total	\$2,129,348

Contract History and Price Reasonableness

On Thursday, February 27, 2020, DPSS received an award letter from DHCS, allocating funding authorized by Assembly Bill (AB) 74 (Chapter 23, Statutes 2019). DPSS's allocation award amount is \$2,129,348 for the period of January 1, 2020 through December 31, 2021.

ATTACHMENTS:

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

**ATTACHMENT A: ALLOCATION AGREEMENT MEDI-CAL HEALTH ENROLLMENT
NAVIGATORS PROJECT AGREEMENT #DPSS-0001906**



Gregory L. Priamos, Director County Counsel 3/24/2020

DPSS-0001906

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

ALLOCATION AGREEMENT
MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT
County of Riverside

State of California – Department of Health Care Services

COUNTY	RIVERSIDE		
PROJECT TITLE	Medi-Cal Health Enrollment Navigators Project		
PERFORMANCE PERIOD	January 1, 2020	through	December 31, 2021

Under the terms and conditions of this Agreement, the County agrees to complete Navigators Project efforts as described in the project description, and the State of California, through its Director of the Department of Health Care Services pursuant to AB 74, agrees to fund the County up to the Allocation Amount.

PROJECT DESCRIPTION

The County agrees to provide Medi-Cal Health Navigators services and activities pursuant to AB 74, with a focus on one or more of the eleven targeted populations: Persons with mental health disorder needs; Persons with substance use disorder needs; Persons with other disabilities; Aged persons; Persons who are homeless; Young people of color; Persons who are in county jail, in state prison, on state parole, on county probation or under post-release community supervision; Immigrants and families with mixed immigration status; Persons with limited English Proficiency; Low-wage workers and their families, and Uninsured children and youth formerly enrolled in Medi-Cal. The County may target other populations as well. The County shall ensure the needs of the targeted populations are understood and provide information and assistance in a culturally and linguistically appropriate method at no cost to the individual, including the provision of oral interpretation of non-English languages and the translation of written documents when necessary or when requested by the individual to ensure effective communication.

TOTAL ALLOCATION AMOUNT NOT TO EXCEED \$2,129,348	TWO MILLION, ONE HUNDRED TWENTY-NINE THOUSAND, THREE HUNDRED FORTY-EIGHT DOLLARS
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The General and Special Provisions attached are made a part of and incorporated into the Agreement.

COUNTY OF RIVERSIDE 4060 COUNTY CIRCLE DR RIVERSIDE, CA 92503	DEPARTMENT OF HEALTH CARE SERVICES STATE OF CALIFORNIA ATTN: HEALTH ENROLLMENT NAVIGATORS SECTION MEDI-CAL ELIGIBILITY DIVISION PO BOX 997417, MS 4607 SACRAMENTO, CA 95899-7417
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BY (AUTHORIZED SIGNATURE): <i>V. Manuel Perez</i>	BY (AUTHORIZED SIGNATURE): <i>Sandra Williams</i>
PRINTED NAME AND TITLE OF PERSON SIGNING: V. MANUEL PEREZ, Chairman	PRINTED NAME AND TITLE OF PERSON SIGNING: Sandra Williams, Division Chief
DATE SIGNED: 4/7/2020	DATE SIGNED:

ATTEST:
 KECIA R. HARPER, Clerk
 DEPUTY

FORM APPROVED COUNTY COUNSEL
 BY: *Synthia M. Gunzel*
 DATE: 3-24-2020

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

AMOUNT OF ALLOCATION	AGREEMENT NUMBER	FUND		
ADJ. INCREASING ENCUMBERANCE	APPROPRIATION			
ADJ. DECREASING ENCUMBERANCE	FUNCTION			
TOTAL ALLOCATION AMOUNT	LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR
T.B.A NO.	B.R. NO.	INDEX	OBJ.	PCA
				PROJECT/WORK PHASE

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

SIGNATURE OF ACCOUNTING OFFICER	DATE
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APR 07 2020 3.34

ALLOCATION AGREEMENT
MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT
County of Riverside
State of California – Department of Health Care Services

TERMS AND CONDITIONS OF ALLOCATION

The County shall be responsible for the performance of the work as set forth herein below and for the preparation of deliverables and reports as specified in this Agreement. The County's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan under this Agreement.

Special Provisions

1. County shall complete all work in accordance with an approved Work Plan which will be included in this Agreement as Attachment 2.
2. Rights in Data and Reporting: The County agrees that all data and reports produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such data and reports, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so.

General Provisions

A. Definitions

- A. The term "Allocation" as used herein means the Health Navigators Allocation funding authorized by AB 74.
- B. The term "Agreement" as used herein means an allocation agreement between the State and County specifying the payment of Allocation Amount by the State for the performance of Work Plan within the Project Performance Period by the County.
- C. The term "County" as used herein means the party described as the County on page one (1) of this Agreement.
- D. The term "Allocation Amount" as used herein means funds awarded to the County by the State.
- E. The term "Project Performance Period" as used herein means the period of time that the Allocation Amount is available as described on page one (1) of this Agreement.
- F. The term "Project Representative" as used herein means the person authorized by the County to be responsible for the Allocation and is capable of making daily management decisions.
- G. The term "State" as used herein means the Department of Health Care Services.
- H. The term "Community Based Organization," or "CBO," as used herein means a public or private nonprofit organization of demonstrated effectiveness that is representative of a community or significant segments of a community, and provides educational or related services to individuals in the community, as stated in 20 U.S.C.A § 7801(5).

ALLOCATION AGREEMENT
MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT
County of Riverside

State of California – Department of Health Care Services

B. Allocation Execution

1. County agrees to complete the activities in accordance with the time of the Allocation Performance Period and under the terms and conditions of this Agreement.
2. County shall comply with the provisions of AB 74.
3. County agrees to submit in writing any deviation from the attached Work Plan to the State for approval prior to implementation of changes.

C. Allocation Costs

Subject to the availability of Allocation Amount, the State hereby grants to the County funding not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan and under the terms and conditions set forth in this Agreement.

The Allocation Amount to be provided to the County, under this Agreement, may be disbursed as follows:

1. To Community Based Organizations (CBOs): County shall disperse any amount of the Allocation Amount that the county deems appropriate. The County is recommended to collaborate with one or more CBOs to develop, conduct, and implement effective tools and methods to expand Medi-Cal outreach, increase Medi-Cal enrollment and contribute efforts to retention for the uninsured, targeted populations. The County is not required to immediately contract with CBOs in light of the timelines that may be necessary for contracting processes. However, the County will need to demonstrate through required reporting activities on the progress of contracting with CBOs.
2. Indirect administrative costs, including planning, plan documentation, and other administrative costs shall not exceed the amount approved in the Budget Plan, Attachment 1 of the Allocation Amount.

D. Payment Documentation

1. All payment requests must be submitted by the County on a quarterly basis using a completed Navigators Project Quarterly Invoice, Attachment 3. The invoice and the deliverables noted below must accompany the invoice as outlined in the Quarterly Invoice, Deliverables and Payment Schedule noted on Page 4.

Budget Plan, Attachment 1
 Work Plan, Attachment 2
 Navigators Project Quarterly Invoice, Attachment 3
 Navigators Project Data Report, Attachment 4
 Quarterly Progress Report, Attachment 5

2. County shall submit all documentation for Allocation completion within 90 days, and final reimbursement within 60 days of Allocation completion, but no later than the end of the Project Performance Period as shown on page one (1).

**ALLOCATION AGREEMENT
MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT
County of Riverside
State of California – Department of Health Care Services**

3. Payments shall be on the basis of costs incurred.
4. Advance payment for the Allocation is not allowed.

QUARTERLY INVOICE, DELIVERABLES AND PAYMENT SCHEDULE 2019 / 2020 / 2021				
DUE DATE OF DELIVERABLES	COUNTY DELIVERABLES	QUARTERLY PERFORMANCE PERIOD	DHCS REVIEW DEADLINE	*ESTIMATED COMPLETION DATE
11/15/2019	BUDGET / CAP	Invoice for development of Budget Plan	12/31/2019	N/A
11/15/2019	WORK PLAN	N/A	12/31/2019	N/A
4/30/2020	QUARTERLY INVOICES/ PROGRESS REPORT	January, February, March 2020	5/30/2020	6/30/2020
7/31/2020	1 ST ANNUAL BUDGET REPORT / ALL REMAINING SFY 2019-20 INVOICES/ PROGRESS REPORT	April, May, June 2020	8/31/2020	9/30/2020
10/31/2020	QUARTERLY INVOICES/ PROGRESS REPORT	July, August, September 2020	11/30/2020	12/31/2020
1/31/2021	QUARTERLY INVOICES/ PROGRESS REPORT	October, November, December 2020	2/28/2021	3/31/2021
4/30/2021	QUARTERLY INVOICES/ PROGRESS REPORT	January, February, March 2021	5/30/2021	6/30/2021
7/31/2021	2 ND ANNUAL BUDGET REPORT / ALL REMAINING SFY 2020-21 INVOICES/ PROGRESS REPORT	April, May, June 2021	8/31/2021	9/30/2021
10/31/2021	QUARTERLY INVOICES/ PROGRESS REPORT	July, August, September 2021	11/30/2021	12/31/2021
1/31/2022	QUARTERLY INVOICES/ PROGRESS REPORT ALL REMAINING SFY 2021-22 INVOICE(S)/ 3 RD ANNUAL BUDGET REPORT	October, November, December 2021	3/31/2022	4/30/2022

*Based on 45 calendar days for DHCS' Accounting and the State Controller's Office, per the California Prompt Payment Act.

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Budget Plan Attachment 1

County is required to use the Budget Plan, Attachment 1. As outlined in the Quarterly Invoice, Deliverables and Payment Schedule above, a Budget Plan must be submitted to, and approved by, DHCS in order to receive the initial payment allocation.

Work Plan Attachment 2

County is required to use the Work Plan, Attachment 2. As outlined in the Quarterly Invoice, Deliverable and Payment Schedule noted above, a Work Plan must be submitted to DHCS in order to receive the second quarterly payment. The Work Plan shall include strategies, milestones, and time frames for outreach, enrollment and retention activities completed by the County and its contracted CBOs.

Navigators Project Invoice Attachment 3

County is required to use the Navigators Project Invoice, Attachment 3. Invoices must be submitted by the County on a quarterly basis as outlined in the Quarterly Payment and Deliverable Schedule noted above. The Invoice must include detailed budget activity and expenditures for the specific quarter.

Please note: To receive the initial payment allocation, County must submit both an approved Budget Plan and an Invoice.

Monthly Data Reporting Attachment 4

County is required to use the Navigators Project Data Report, Attachment 4, or other reporting method as directed by the State. The County is required to submit monthly updates for specific data points regarding the Health Navigators Project, which will be reviewed by the State and subsequently published for public consumption.

Quarterly Progress Report Attachment 5

County is required to submit a Quarterly Progress Report, Attachment 5. As outlined in the Quarterly Invoice, Deliverables and Payment Schedule noted above, Quarterly Progress reports will be required starting with the third quarter (January through March 2020) reporting period. The County must provide a progress report to measure and document progress-to-date on the work plan objectives and performance goals. The State reserves the right to require reports more frequently than on a quarterly basis if necessary, but no more than once a month.

E. Allocation Termination or Withdrawal

1. County may withdraw from the Health Navigators Allocation Funding by notifying the State in writing at any time of the request to withdraw from further participation. Once the withdraw request is received, the State will contact the County to complete close out tasks.
2. County may unilaterally rescind this Agreement at any time prior to the commencement of the Allocation. After Allocation commencement, this Agreement may be rescinded, modified or amended by mutual agreement in writing.
3. Failure by the County to comply with the terms of this Agreement may be cause for terminating all obligations of the State for additional Allocation payments.

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F. Loss of Allocation Amount

The following actions may result in a partial or full loss of the approved Allocation Amount allocated to the County.

1. A County fails to return a signed Agreement to DHCS within 60 days of receipt of the Agreement.
2. A County fails to produce satisfactory Invoices and Deliverables as outlined in the Quarterly Invoice and Deliverable Schedule noted on Page 5.
3. A County withdraws from the Allocation Agreement.
4. A County fails to submit a satisfactory Corrective Action Plan (CAP).
 - i. This action shall result in a 50 percent reduction of the total Allocation Amount.

G. Hold Harmless

1. County agrees to waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.
2. County agrees to indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demand costs, expenses or liability costs arising out of legal actions pursuant to items to which the County has certified. County acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. County agrees to maintain satisfactory financial accounts, documents and records for the Allocation and to make them available to the State for auditing at reasonable times. County also agrees to retain such financial accounts, documents and records for three years following Allocation termination or completion.
2. County and State agree that during regular office hours each of the parties hereto and their duly authorized representative shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. County agrees to maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. County agrees to use a generally accepted accounting system.

I. Audit

1. Allocations are subject to audit by the State for three years following the final payment of Allocation Amount. The purpose of this audit is to verify that Allocation expenditures were properly documented. Counties will be contacted at least 30 days in advance of an audit.

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2. Audit will include all books, papers, accounts, documents, or other records of the County, as they relate to the Allocation for which the State authorized Allocation Amount. The County shall have the Allocation records, including the sources documents and cancelled warrants, readily available to the State.
3. County must also provide an employee having knowledge of the Allocation and the accounting procedure or system to assist the State's auditor. The County shall provide a copy of any document, paper, record, or the like requested by the State.
4. All Allocation records must be retained for at least one year following an audit or final disputed audit findings.

J. Nondiscrimination

1. County shall not discriminate against any person on the basis of sex, race, color, national region, age, religion, ancestry, or physical handicap when conducting Health Navigators efforts pursuant to this Agreement and in compliance with the Americans with Disabilities Act.
2. County shall ensure the security, privacy and confidentiality of each enrollee.

K. Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Attachment 6

1. Counties shall ensure security of privacy and confidentiality of each consumer application and comply with HIPAA requirements as set forth by law in accordance with Attachment 6.

**MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT
 BUDGET PLAN**

Upon concurrent signature of the County Allocation Agreement (Agreement), the county is authorized to use funds for the approved purposes. Any proposed changes to this approved funding agreement requires written approval by DHCS prior to implementing the changes.

Cumulative transfers among annual budget line items are allowed as long as the amount does not exceed five percent (5%) of the current total approved budget.

Medi-Cal Navigators Project (AB 74)	Time Base (FTEs)	SFY 1	SFY 2	SFY 3	Total
		1/01/20 – 6/30/20	7/1/20 – 6/30/21	7/1/21 – 12/31/21	Amount
Personnel Staff					
Eligibility Technician	7.0	\$ 205,398.22	\$ 431,336.27	\$ 226,451.54	\$ 863,186.03
Office Assistant	1.5	\$ 34,241.00	\$ 71,906.10	\$ 37,750.70	\$ 143,897.80
Sr. Program Specialist	0.3	\$ 11,710.30	\$ 24,591.63	\$ 12,910.61	\$ 49,212.54
					\$ -
					\$ -
					\$ -
					\$ -
Benefits		\$ 125,674.76	\$ 263,917.00	\$ 138,556.42	\$ 528,148.18
Total Personnel Expenses	8.8	\$ 377,024.28	\$ 791,751.00	\$ 415,669.27	\$ 1,584,444.55
Non-Personnel – Direct Costs					
-Overhead		\$ 122,760.99	\$ 257,798.08	\$ 135,343.99	\$ 515,903.06
-Office Expenses		\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 6,000.00
-Travel					\$ -
-Training					\$ -
-Conference/Meetings		\$ 750.00	\$ 1,500.00	\$ 750.00	\$ 3,000.00
-Outreach Material		\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 20,000.00
-Total Budget for All CBOs					\$ -
-Other Costs [itemize expenses in an attachment]					\$ -
Total Direct Costs	-	\$ 130,010.99	\$ 272,298.08	\$ 142,593.99	\$ 544,903.06
Non-Personnel – Indirect Costs					
-Health Insurance					\$ -
-Other Costs [itemize expenses in an attachment]		\$ -	\$ -	\$ -	\$ -
Total Indirect Costs		\$ -	\$ -	\$ -	\$ -
Total Personnel Expenses		\$ 377,024.28	\$ 791,751.00	\$ 415,669.27	\$ 1,584,444.55
Total Direct Costs		\$ 130,010.99	\$ 272,298.08	\$ 142,593.99	\$ 544,903.06
Total Indirect Costs @ _ %		\$ -	\$ -	\$ -	\$ -
Grand Total		\$ 507,035.27	\$ 1,064,049.08	\$ 558,263.26	\$ 2,129,347.61

ACTIVITY 1: PLANNING & STARTUP

Purpose of Table: Details all of the known/anticipated planning and startup activities related to the Health Navigators Project. This table identifies steps or requirements that are necessary to complete prior to, or reasonably close after, Health Navigators' enrollment and retention activities are expected to commence.

ITEM NUMBER

Numerically identifies the stated Objectives in this table. The listing is a consecutive numeric progression and follows this methodology below:

- 2 - Activity Table #
- 2.X - Main Objective
- 2.X.X - Subset of Main Objective (if necessary)

OBJECTIVE

Identifies the main stated purpose that the County will be meeting. This field includes County and/or partner CBO high-level responsibilities.

MILESTONE

States a specific activity or activities that will be performed as part of completing the Objective.

STRATEGIES & ACTIVITIES

Identifies the specific methods, processes, or activities that will be performed to complete the stated Objective and/or Milestone.

TARGET POPULATIONS

Identifies one or more of the specified target populations that are intended to be served as part of completing the Objective and/or Milestone.

COMPLETION DATE

Identifies the date that the stated Objective and/or Milestone either was or will be completed.

RESPONSIBILITY

States the responsible organization, staff person, or entity that is in charge of completing the stated Objective and/or Milestone.

GOAL

Details the action(s) taken and/or metrics that allow for completion of the Objective. The Goal can be a quantifiable metric (i.e. number of individuals enrolled) or qualifiable metric (i.e. make attempts to contact potentially interested CBOs).

ACTIVITY 2: NAVIGATION STRATEGIES

Purpose of Table: Details all of the known/anticipated outreach and enrollment activities related to the Health Navigators Project. This table identifies the activities undertaken and the target population(s) that these activities are intended to contact and (potentially) enroll into Medi-Cal as part of the Project.

ITEM NUMBER

Numerically identifies the stated Objectives in this table. The listing is a consecutive numeric progression and follows this methodology below:

- 2 - Activity Table #
- 2.X - Main Objective
- 2.X.X - Subset of Main Objective (if necessary)

OBJECTIVE

Identifies the main stated activities that the County will be engaging in with respect to outreach and enrollment for potentially eligible Medi-Cal beneficiaries within the targeted populations. This field includes County and/or partner CBO high-level responsibilities.

MILESTONE

States a specific activity or activities that will be performed as part of completing the Objective.

STRATEGIES & ACTIVITIES

Identifies the specific methods, processes, or activities that will be performed to complete the stated Objective and/or Milestone.

TARGET POPULATIONS

Identifies one or more of the specified target populations that are intended to be served as part of completing the Objective and/or Milestone.

COMPLETION DATE

Identifies the date that the stated Objective and/or Milestone either was or will be completed.

RESPONSIBILITY

States the responsible organization, staff person, or entity that is in charge of completing the stated Objective and/or Milestone.

GOAL

Details the action(s) taken and/or metrics that allow for completion of the Objective. The Goal can be a quantifiable metric (i.e. number of individuals enrolled) or qualifiable metric (i.e. make attempts to contact potentially interested CBOs).

ACTIVITY 3: RETENTION

Purpose of Table: Details all of the known/anticipated retention activities related to the Health Navigators Project. This table identifies the activities undertaken and the target population(s) that these activities are intended to contact, retain, and re-enroll (due to redetermination process) into Medi-Cal as part of the Project.

ITEM NUMBER

Numerically identifies the stated Objectives in this table. The listing is a consecutive numeric progression and follows this methodology below:

- 3 - Activity Table #
- 3.X - Main Objective
- 3.X.X - Subset of Main Objective (if necessary)

OBJECTIVE

Identifies the main stated activities that the County will be engaging in with respect to retention within the Medi-Cal program for annual redeterminations, disenrollment and re-establishment of eligibility during the 90 cure period, and retaining beneficiaries that are within the targeted populations. This field includes County and/or partner CBO high-level responsibilities.

MILESTONE

States a specific activity or activities that will be performed as part of completing the Objective.

STRATEGIES & ACTIVITIES

Identifies the specific methods, processes, or activities that will be performed to complete the stated Objective and/or Milestone.

TARGET POPULATIONS

Identifies one or more of the specified target populations that are intended to be served as part of completing the Objective and/or Milestone.

COMPLETION DATE

Identifies the date that the stated Objective and/or Milestone either was or will be completed.

RESPONSIBILITY

States the responsible organization, staff person, or entity that is in charge of completing the stated Objective and/or Milestone.

GOAL

Details the action(s) taken and/or metrics that allow for completion of the Objective. The Goal can be a quantifiable metric (i.e. number of individuals enrolled) or qualifiable metric (i.e. make attempts to contact potentially interested CBOs).

ACTIVITY 4: TRACKING & REPORTING

Purpose of Table: Details all of the quantifiable information gathered as part of activities listed in Tables 1-3.

ITEM NUMBER

Refers to the item number for the Objectives listed in Tables 1 - 3. All Objectives and/or Milestones that have updated information are to be listed here quarterly.

TRACKING & REPORTING MEASURE

Include a brief description of each measure and its relevant assumptions.

LOCATION

Identifies that location where the Objective and/or Milestone activities was engaged in or completed. This can be a county, an event, or a specific location (as appropriate).

TARGET POPULATIONS

Identifies one or more of the specified target populations that are intended to be served as part of completing the Objective and/or Milestone.

REPORTING PERIOD

This is the period that the activity took place. Generally, this information will be reported in a month and year format (i.e. June 2020), or on a specific date or quarter (i.e. Oct-Dec 2021).

COMPLETION DATE

Identifies the date that the stated Item Number (as it relates to the Objective and/or Milestone in Tables 1-3) was completed.

RESPONSIBLE ENTITY

States the responsible organization, staff person, or entity that is in charge of completing the stated Objective and/or Milestone.

DPSS-0001906
 COUNTY OF RIVERSIDE
 MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT
 WORK PLAN

Activity 1 – Program Planning and Startup							
ITEM NUMBER	OBJECTIVE	MILESTONE	STRATEGIES AND ACTIVITIES	TARGET POPULATIONS	COMPLETION DATE	RESPONSIBILITY	GOAL

Priority target populations are: 1) Persons with mental health disorder needs; 2) Persons with substance use disorder needs; 3) Persons with other disabilities; 4) Aged persons; 5) Homeless persons; 6) Young people of color; 7) Persons in jails, prison, parole probation or post release community supervision; 8) Immigrants and families of mixed immigration status; 9) Persons with limited English proficiency; 10) Low wage workers and their families; 11) Uninsured children and youth formerly enrolled in Medi-Cal.

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COUNTY OF RIVERSIDE
MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT
WORK PLAN

Activity 4 - Tracking & Reporting

Activity 4: Identify major Navigators tracking and reporting measures. Identify target population groups. Identify the initial and final reporting measures and percentage change of each measures. Please include data source.

ITEM NUMBER	TRACKING & REPORTING MEASURE	LOCATION	TARGET POPULATIONS	REPORTING PERIOD	COMPLETION DATE	RESPONSIBLE ENTITY

Priority target populations are: 1) Persons with mental health disorder needs; 2) Persons with substance use disorder needs; 3) Persons with other disabilities; 4) Aged persons; 5) Homeless persons; 6) Young people of color; 7) Persons in jails, prison, parole probation or post release community supervision; 8) Immigrants and families of mixed immigration status; 9) Persons with limited English proficiency; 10) Low wage workers and their families; 11) Uninsured children and youth formerly enrolled in Medi-Cal.

DPSS-0001906
Health Navigators Project
Quarterly Invoice



COUNTY NAME: _____

STATE FISCAL YEAR _____

VENDOR ID #: _____

BILLING PERIOD _____

INVOICE #: HNP _____

AUTHORIZATION: AB 74 | CH 23 | STATUTES OF 2019

BUDGET CATEGORIES (PER CONTRACT)	APPROVED BUDGET	PRIOR AMOUNT EXPENDED	EXPENSES BILLED THIS QUARTER	FOR DHCS USE ONLY		AMOUNT EXPENDED TO DATE	REMAINING BALANCE
				ADJUSTMENT	APPROVED AMOUNT		
PERSONNEL EXPENSES							
Full-Time Staff							
Part-Time Staff							
Benefits _____%							
TOTAL PERSONNEL EXPENSES	\$0.00	\$0.00	\$0.00				
OPERATING EXPENSES							
Office Expenses							
Equipment							
Travel							
Training							
Conferences/Meetings							
Outreach Materials							
Other Costs [itemize each expense]							
Total Budget for all CBO's							
Indirect Costs _____%*							
TOTAL OPERATING EXPENSES	\$0.00	\$0.00	\$0.00				

* CANNOT EXCEED MUTUALLY AGREED UPON AMOUNT OF TOTAL FUNDS ALLOCATED.

BUDGET CATEGORIES (PER CONTRACT)	APPROVED BUDGET	PRIOR AMOUNT EXPENDED	EXPENSES BILLED THIS QUARTER	FOR DHCS USE ONLY		AMOUNT EXPENDED TO DATE	REMAINING BALANCE
				ADJUSTMENT	APPROVED AMOUNT		
OTHER EXPENSES**							
CBO Name							
CBO Name							
CBO Name							
CBO Name							
CBO Name							
CBO Name							
TOTAL OTHER EXPENSES	\$0.00	\$0.00	\$0.00				
TOTAL OF ALL EXPENSES	\$0.00	\$0.00	\$0.00				

** CBO invoices must be attached to invoice, if applicable

DPSS-0001906
Health Navigators Project
Quarterly Invoice

I certify that the expenditures claimed represent actual expenses for the service performed under this allocation.

Sign in blue ink only.	
_____	_____
County Navigators Project Financial Officer (print)	Signature
Sign in blue ink only	
_____	_____
County Navigators Project Director (print)	Signature

DPSS-0001906
DHCS Health Enrollment Navigators Project
Monthly Data Reporting Instructions

	#	Field Name	Description	When to Indicate
INFORMATIONAL DATA	1	County Name	Name of the County submitting the Monthly Data Report.	This field must be completed.
	2	Reporting Period	Month and Year for which the Monthly Data Report is being submitted.	This field must be completed.
	3	State Fiscal Year	This is the State Fiscal Year in which the Monthly Data Report is being submitted. The California SFY runs from July 1 through June 30.	This field must be completed.
	4	Date Assisted	This is the date that the individual was encountered as part of the approved Project activities.	This field must be completed.
	5	Person Encountered	This is the name of the individual encountered as part of the approved Project activities.	This field must be completed.
	6	Social Security Number	This is the Social Security Number of the individual encountered as part of the approved Project activities.	This field may be left blank if the individual encountered is being assisted with DP 1.
	7	CIN #	This is the Client Identification Number of the individual encountered as part of the approved Project activities.	This field may be left blank if the individual encountered is being assisted with DP 1.
	8	Date of Birth	This is the actual date of birth (MM/DD/YYYY) of the individual encountered as part of the approved Project activities.	This field may be left blank if the individual encountered is being assisted with DP 1.
	9	Address	This is the current (or last known) home address of the individual encountered as part of the approved Project activities.	This field may be left blank if the individual encountered is being assisted with DP 1 and/or TP 5.
AGE DATA	10	A 1: Children: Ages 0-18	This range is used to indicate the age range of the individual being assisted as part of the approved Project activities.	This field may be left blank if the Date of Birth field is filled out.
	11	A 2: Adults: Ages 19-64	This range is used to indicate the age range of the individual being assisted as part of the approved Project activities.	This field may be left blank if the Date of Birth field is filled out.
	12	A 3: Adults: Ages 65+	This range is used to indicate the age range of the individual being assisted as part of the approved Project activities.	This field may be left blank if the Date of Birth field is filled out.
DATA POINT (DP)	13	DP 1: Outreach	This field is used to indicate if the individual was encountered as part of the Outreach activities. For purposes of this Project, "outreach" is defined as "Individuals being informed or educated about Medi-Cal Program including how to apply for and keep Medi-Cal benefits, if eligible."	If the individual encountered only for outreach purposes, information data, and/or age, DPs 2-6, and/or TPs 1-11 fields may potentially be left blank.
	14	DP 2: Assisted with Application	This field is used to indicate if the individual encountered was assisted in completing any or all parts of the Medi-Cal application package. For purposes of this Project, "assisted with application" is defined as "Individuals receiving assistance on how to apply for Medi-Cal, fill out an application, and/or submit required substantiating documentation."	If the individual encountered was assisted for this purpose, then all application informational data, DP 1, DP 6, and/or TPs 1-11 should be filled out with all available data.
	15	DP 3: Enrolled	This field is used to indicate if the individual encountered was enrolled into/approved for Medi-Cal as a result of submitting their application package. For purposes of this Project, "enrolled" is defined as "Individuals enrolled into Medi-Cal as a direct result of being educated by or receiving assistance from the Navigators Project."	If the individual encountered was assisted for this purpose, then all applicable informational data, DP 1, DP 2, DP 6, and/or TPs 1-11 should be filled out with all available data.
	16	DP 4: Assisted with Accessing & Utilizing Health Care Services	This field is used to indicate if the individual encountered was assisted with resolving any problems or requesting assistance in order to utilize their existing Medi-Cal benefits. For purposes of this Project, "assisted with accessing & utilizing health care services" is defined as "Medi-Cal recipients receiving assistance in accessing and utilizing health care services such as dental or medical office visits or routine medical care."	If the individual encountered was assisted for this purpose, then all applicable informational data and/or TPs 1-11 should be filled out with all available data.

DPSS-0001906
DHCS Health Enrollment Navigators Project
Monthly Data Reporting Instructions

#	Field Name	Description	When to Indicate	
17	DP 5: Assisted with Troubleshooting	This field is used to indicate if the individual encountered was assisted with resolving any problems or issues associated with their being enrolled into or keeping their existing Medi-Cal benefits. For purposes of this Project, "assisted with troubleshooting" is defined as "Individuals receiving assistance on Medi-Cal eligibility problems or case management issues in order to keep their on-going Medi-Cal benefits. This assistance may include Medi-Cal renewal or re-determination related services provided by the Navigators Project."	If the individual encountered was assisted for this purpose, then all applicable informational data, DP 4, and/or TPs 1-11 should be filled out with all available data.	
18	DP 6: Retained	This field is used to indicate if the individual encountered was approved for re-enrollment within the 90 cure period, or able to continue their enrollment in Medi-Cal by proactively submitting the required documents, as part of the annual redetermination process, as a result of submitting their application package. For purposes of this Project, "retained" is defined as "Individuals continued to be enrolled for on-going Medi-Cal benefits as a direct result of the Navigators Project."	If the individual encountered was assisted for this purpose, then all applicable informational data, DP 2, DP 4, DP 6, and/or TPs 1-11 should be filled out with all available data.	
TARGET POPULATION DATA (TP)	19	TP 1: Mental Health Disorders	This field indicates that an individual encountered belongs to this target population.	If there is a reasonable indication that this individual is part of this target population; or if the individual self-identifies (verbally, on the Medi-Cal application, or in their MEDS profile) that they belong to this target population.
	20	TP 2: Substance Use Disorders	This field indicates that an individual encountered belongs to this target population.	If there is a reasonable indication that this individual is part of this target population; or if the individual self-identifies (verbally, on the Medi-Cal application, or in their MEDS profile) that they belong to this target population.
	21	TP 3: Other Disabilities	This field indicates that an individual encountered belongs to this target population.	If there is a reasonable indication that this individual is part of this target population; or if the individual self-identifies (verbally, on the Medi-Cal application, or in their MEDS profile) that they belong to this target population.
	22	TP 4: Aged Persons	This field indicates that an individual encountered belongs to this target population.	If there is a reasonable indication that this individual is part of this target population; or if the individual self-identifies (verbally, on the Medi-Cal application, or in their MEDS profile) that they belong to this target population.
	23	TP 5: Homeless	This field indicates that an individual encountered belongs to this target population.	If there is a reasonable indication that this individual is part of this target population; or if the individual self-identifies (verbally, on the Medi-Cal application, or in their MEDS profile) that they belong to this target population.
	24	TP 6: Young People of Color	This field indicates that an individual encountered belongs to this target population.	If there is a reasonable indication that this individual is part of this target population; or if the individual self-identifies (verbally, on the Medi-Cal application, or in their MEDS profile) that they belong to this target population.
	25	TP 7: Immigrants & Families of Mixed Immigration Status	This field indicates that an individual encountered belongs to this target population.	If there is a reasonable indication that this individual is part of this target population; or if the individual self-identifies (verbally, on the Medi-Cal application, or in their MEDS profile) that they belong to this target population.
	26	TP 8: Limited English Proficiency	This field indicates that an individual encountered belongs to this target population.	If there is a reasonable indication that this individual is part of this target population; or if the individual self-identifies (verbally, on the Medi-Cal application, or in their MEDS profile) that they belong to this target population.
	27	TP 9: Low-Wage Workers and their Families or Dependents	This field indicates that an individual encountered belongs to this target population.	If there is a reasonable indication that this individual is part of this target population; or if the individual self-identifies (verbally, on the Medi-Cal application, or in their MEDS profile) that they belong to this target population.
	28	TP 10: Uninsured Children or Youth Formerly Enrolled in Medi-Cal	This field indicates that an individual encountered belongs to this target population.	If there is a reasonable indication that this individual is part of this target population; or if the individual self-identifies (verbally, on the Medi-Cal application, or in their MEDS profile) that they belong to this target population.
	29	TP 11: Persons who are in County Jail, State Prison, on State Parole, on County Probation, or under Post-Release Community Supervision	This field indicates that an individual encountered belongs to this target population.	If there is a reasonable indication that this individual is part of this target population; or if the individual self-identifies (verbally, on the Medi-Cal application, or in their MEDS profile) that they belong to this target population.

County Name: _____

Reporting Period: _____

State Fiscal Year: _____

#	Date Assisted	Person Encountered (Last Name, First Name)	Social Security Number	CIN #	Date of Birth	Address	Age		Data Points (6)						Target Populations (11)										
							Children, Ages 0-18	Adults, Ages 19-64	Outreach	Assisted with Application	Enrolled	Assisted with Accessing & Utilizing Health Care Services	Assisted with Troubleshooting	Retained	Mental Health Disorders	Substance Use Disorders	Other Disabilities	Agee Person	Homeless	Young People of Color	Immigrants & Families of Mixed Immigration Status	Limited English Proficiency	Low-Wage Workers and their Families or Dependents	Uninsured Children or Youth Formerly Enrolled in Medi-Cal	Persons Who Live in County (all)
1							A1	A2	DP1	DP2	DP3	DP4	DP5	DP6	TP1	TP2	TP3	TP4	TP5	TP6	TP7	TP8	TP9	TP10	TP11
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CORRECTION TO A PREVIOUSLY REPORTED DATA PERIOD
ONLY SUBMIT IF NECESSARY

County Name: _____

PREVIOUSLY REPORTED INFORMATION

CURRENTLY SUBMITTED ON _____

Reporting Period: _____

State Fiscal Year: _____

Date Assisted #	Person Encountered (Last Name, First Name)	Social Security Number	OH #	Date of Birth	Address	Age		Data Points (6)						Target Populations (11)										
						Children: Ages 0-18	Adults: Ages 19-64	Outreach	Assisted with Application	Enrolled	Assisted with Accessing & Utilizing Health Care Services	Assisted with Troubleshooting	Retained	Mental Health Disorders	Substance Use Disorders	Other Disabilities	At Risk	Homeless	Young People of Color	Immigrants & Families of Mixed Immigration Status	Limited English Proficiency	Low-Wage Workers and their Families or Dependents	Uninsured Children or Youth Formerly Enrolled in Medi-Cal	Persons who are in County Jail, State Prison, or State Parole on Probation or Parole with a Risk of Re-entry to Supervision
A1	A2	A3	DP1	DP2	DP3	DP4	DP5	DP6	TP1	TP2	TP3	TP4	TP5	TP6	TP7	TP8	TP9	TP10	TP11					
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**DHCS Health Enrollment Navigators Project
Quarterly Progress Report Program Planning and
Startup, Navigation Activities, Retention, and
Tracking and Reporting**

County: _____

Quarter: _____

Instructions: Report the progress your county achieved during the quarter and year-to-date (YTD) towards each work plan objective. This report is comprised of a brief narrative and completion of the chart described below for each Navigators Project objective.

Narrative (2-10 pages depending on the complexity of your Navigators Project efforts):

- Describe the activities carried out this reporting period to meet the objectives, as described in your work plan. Briefly describe indicators or benchmarks used and progress to date. If you worked with any community-based organizations (CBOs), please indicate who they are and what did they do for the project.
 - What did you accomplish during this reporting period? Did you use indicators or benchmarks to determine your progress? How many Medi-Cal enrollments resulted from your Medi-Cal Navigators Project efforts?
- Describe any practices or innovative strategies that were successful and can serve as a model for others or that your county can build upon.
- Describe project activities or successes not identified in the work plan that were a spin off of work plan activities.
- Describe which, if any, proposed activities were not completed.
 - If the activities completed differ from your proposal, what caused these changes? Were activities delayed and if so, why? Will these activities be completed? When and how? Are there any activities you will not be able to complete during the course of your grant?
- Describe any products developed and data sources used.
- Describe AB 74 population group impacted by your Navigators Project efforts.
- Describe any challenges or barriers encountered and proposed solutions.
- Describe whether your department/agency or partnering organizations received funding from other foundations, corporations, or government bodies for the Medi-Cal Navigators Project efforts currently being supported by this allocation funding opportunity.
 - If applicable, please give each funder's name, the amount of funding provided, and when it was provided. If the support is in-kind and you can estimate the dollar amount, provide that figure; if it is in-kind and you cannot estimate the amount, do not include it.
- Describe whether DHCS assisted or failed to assist you in any way during this time period.
 - Have DHCS' instructions and messages been consistent or have you gotten different messages from different DHCS staff?
- If you chose to do so, describe anything else you would like to share with DHCS pertaining to the Medi-Cal Navigators Project.
 - Please include an addendum to the report, if needed. Feel free to tell us about any other unexpected issues, concerns, or successes you have had during this reporting period.

Exhibit A

- Using your approved work plan as a blueprint, discuss the progress made on each of your objectives. Quantify your progress whenever possible (e.g., number of people enrolled, enrollment percentages, etc).
- Indicate whether the information provided in this attachment pertains to Outreach, Enrollment, Retention, or any combination of the three, efforts accomplished or attempted during the reporting period.

**DHCS Health Enrollment Navigators Project
Quarterly Progress Report Template**

County:			Reporting Period:		
Check the appropriate box to identify the Navigators Project objective (you may check one or more box below):					
<input type="checkbox"/> Program Planning and Startup		<input type="checkbox"/> Navigation Activities		<input type="checkbox"/> Retention	
				<input type="checkbox"/> Tracking and Reporting	
Major Deliverables and Activities	AB 74 Target Population Reached	Materials	Staff and/or CBO's Used	Status	Performance Measures and Data Collection
<i>Include reference to the major outcome objectives indicated in your work plan</i>	<i>Specify target audience</i>	<i>Specify all materials developed, finalized, or distributed (radio/TV/print ads; brochures, flyers, etc.) using allocation funds</i>	<i>Indicate staff responsible and/or CBO's used</i>	<i>Indicate the completion date. If not completed, indicate the projected completion date. Provide a reason if date is different than on the approved work plan.</i>	<i>Provide achievements, percentages, and numbers for the quarter and YTD that document achievements.</i>

Attachment 6**Applicability to Allocation Agreement**

This Business Associate Addendum (BAA) has been prepared for use solely in connection with the "Allocation Agreement – Medi-Cal Health Enrollment Navigators Project between County and the Department of Health Care Services (DHCS). The following conditions apply, to the extent that performance of the Allocation Agreement by County results in County having access to or gathering Protected Health Information or Personal Information as defined in paragraph 4.1 below:

- A. If the county business unit entering into the Allocation Agreement on behalf of County is the same county business unit that performs Medi-Cal eligibility services on behalf of DHCS, and County has made a separate Privacy and Security Agreement with DHCS, then this BAA does not apply, and the Allocation Agreement shall instead be subject to the provisions of the Privacy and Security Agreement.
- B. If the county business unit or other entity entering into the Allocation Agreement is not the same county business unit that performs Medi-Cal eligibility services on behalf of DHCS, or County has not made a separate Privacy and Security Agreement with DHCS, then the following BAA does apply to the Allocation Agreement.

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)
2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.
3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.
4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
 - 4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
 - 4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
7. **Permitted Uses and Disclosures of PHI by Business Associate.** Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA if done by DHCS.

7.1 Specific Use and Disclosure Provisions. Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

8. Compliance with Other Applicable Law

- 8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:
- 8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and
- 8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.
- 8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
- 8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

- 9.1 **Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.
- 9.2 **Safeguards and Security.**
- 9.2.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be, at a minimum, at Federal Information Processing Standards (FIPS) Publication 199 protection levels.
- 9.2.2 Business Associate shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with

its selected framework as it may be updated from time to time. Examples of industry-recognized security frameworks include but are not limited to

9.2.2.1 NIST SP 800-53 – National Institute of Standards and Technology Special Publication 800-53

9.2.2.2 FedRAMP – Federal Risk and Authorization Management Program

9.2.2.3 PCI – PCI Security Standards Council

9.2.2.4 ISO/IEC 27002 – International Organization for Standardization / International Electrotechnical Commission standard 27002

9.2.2.5 IRS PUB 1075 – Internal Revenue Service Publication 1075

9.2.2.6 HITRUST CSF – HITRUST Common Security Framework

9.2.3 Business Associate shall maintain, at a minimum, industry standards for transmission and storage of PHI and other confidential information.

9.2.4 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.2.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.2.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.3 Business Associate's Agent. Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. Mitigation of Harmful Effects. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. Access to PHI. Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI. Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. Accounting for Disclosures. Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. Compliance with DHCS Obligations. To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

15. Access to Practices, Books and Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

16. Return or Destroy PHI on Termination; Survival. At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or

received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

17. Special Provision for SSA Data. If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

18. Breaches and Security Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to DHCS.

18.1.1 Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to DHCS.

18.1.2 Business Associate shall notify DHCS **within 24 hours by email** (or by telephone if Business Associate is unable to email DHCS) of the discovery of:

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

18.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4 Potential loss of confidential data affecting this Agreement.

18.1.3 Notice shall be provided to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Contact Information at Section 18.6. below.

Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online at

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>.

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

18.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

- 18.2 Investigation.** Business Associate shall immediately investigate such security incident or confidential breach.
- 18.3 Complete Report.** To provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.
 - 18.3.1** If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.
- 18.4 Notification of Individuals.** If the cause of a breach is attributable to Business Associate or its agents, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.
- 18.5 Responsibility for Reporting of Breaches to Entities Other than DHCS.** If the cause of a breach of PHI is attributable to Business Associate or its subcontractors, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.
- 18.6 DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	DHCS Privacy Office	DHCS Information Security Office
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

19. Responsibility of DHCS. DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

20. Audits, Inspection and Enforcement

- 20.1** From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.
- 20.2** If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

21. Termination

- 21.1 Termination for Cause.** Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:
- 21.1.1** Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or
- 21.1.2** Terminate this Agreement if Business Associate has violated a material term of this Agreement.
- 21.2 Judicial or Administrative Proceedings.** DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

22. Miscellaneous Provisions

- 22.1 Disclaimer.** DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.
- 22.2. Amendment.**
- 22.2.1** Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
- 22.2.2** Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.
- 22.3 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.
- 22.4 No Third-Party Beneficiaries.** Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.
- 22.5 Interpretation.** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

22.6 No Waiver of Obligations. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.