

State of California—Health and Human Services Agency Department of Health Care Services



EDMUND G. BROWN JR. Governor

November 5, 2014

# Medi-Cal Eligibility Division Information Letter No.: 114-53

TO: ALL COUNTY WELFARE DIRECTORS ALL COUNTY ADMINISTRATIVE OFFICERS ALL COUNTY MEDI-CAL PROGRAM SPECIALISTS/LIAISONS

# SUBJECT: County Compliance for Medi-Cal Outreach and Enrollment Activities

The purpose of this Medi-Cal Eligibility Division Information Letter (MEDIL) is to inform counties of policy instruction and guidance for outreach and enrollment (O&E) allocations pursuant to Assembly Bill (AB) 82, Section 71 and Senate Bill (SB) 101, Section 71 (Chapter 23, Statues of 2013). The Department of Health Care Services (DHCS) accepted contributions by The California Endowment to draw down federal matching funds to distribute to selected counties for Medi-Cal O&E activities. This O&E funding is available through June 30, 2016.

# **Outreach and Enrollment Efforts**

DHCS is allocating funds to participating counties through an Allocation Agreement (Attachments 7 & 8), in lieu of a formal state contract. The distributed funds will be used for Medi-Cal O&E activities focusing on one or more of the seven targeted populations below:

- 1. Persons with mental health disorder needs
- 2. Persons with substance use disorder needs
- 3. Persons who are homeless
- 4. Young men of color
- 5. Persons who are in county jail, in state prison, on state parole, on county probation or under post-release community supervision
- 6. Families with mixed immigration status
- 7. Persons with limited English proficiency

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# **Selection Process**

DHCS developed and distributed a survey to all counties, which included an application for O&E funding. The purpose of the survey was twofold. First, the survey provided DHCS a means of measuring the level of interest and need for funding of Medi-Cal O&E efforts aimed at targeted population groups as specified in AB 82, Section 71. Second, it provided counties interested in obtaining O&E funding from DHCS an opportunity to apply for allocations that would fund their Medi-Cal O&E efforts.

DHCS received 40 completed survey applications from counties seeking funding. The selection criteria were developed and applied to each application to determine which counties would receive O&E funds as well as the amount of funds. DHCS initially selected 33 counties, including the County Medical Services Program (CMSP).

## Allocation of Funds

The O&E funds are paid to counties utilizing an allocation process. DHCS requires completion and submission of specific deliverables before funds can be provided to counties. Approval from the county's Board of Supervisors is not required unless it is the county's prescribed protocol for accepting O&E funding. Counties are required to comply with O&E funding terms and demonstrate that the individual signing the Allocation Agreement is authorized to act on the county's behalf.

The Allocation Agreement letter outlines the requirements and provisions of the O&E funding, required deliverable templates, and timeframes for submitting deliverables. The Allocation Agreement includes the funding amount awarded specifically to each county, a schedule for quarterly invoices, deliverables and payments, and a description of each deliverable. All referenced allocation documents are attached to this MEDIL.

A written request must be submitted to DHCS if an extension for any deliverable or progress schedule is needed. All approvals are to be reviewed on a case-by-case basis. Counties must also comply with DHCS policy directives regarding O&E funding as issued in the frequently asked questions, which can be found at: <a href="http://www.dhcs.ca.gov/services/medi-cal/eligibility/Pages/OEworkgroup.aspx">http://www.dhcs.ca.gov/services/medi-cal/eligibility/Pages/OEworkgroup.aspx</a>.

## Use of Funds by Counties

The funding for Medi-Cal O&E efforts shall supplement, not supplant, existing local, state, and foundation funding of county O&E activities. The amount provided to counties, under the Allocation Agreement, may be disbursed as follows:

1. To Community Based Organizations (CBOs): the county must disperse at least 50 percent (%) of the Allocation Amount and partner with one or more CBOs to

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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 but need to demonstrate through quarterly reporting activities on the progress of contracting with CBOs. Exceptions for dispersing funds to CBOs are:

- a. For the counties with an allocation of \$160,000 or less, the county can elect to keep \$80,000 if 50% of the Allocation Amount is less than \$80,000 and this amount is more beneficial to the county in administering their outreach efforts.
- b. Counties who failed to partner with a CBO and submitted a written justification to DHCS for approval.
- 2. To indirect administrative costs, including planning, plan documentation, and other administrative costs. These costs shall not exceed 10% of the Allocation Amount.

## **Project Documentation**

#### Budget Plan

Counties are required to use the Budget Plan (Attachment 1). It must be submitted to DHCS to receive any funds from the Allocation Award.

## Work Plan

Counties are required to use the Work Plan (Attachment 2). A Work Plan must be submitted to DHCS to receive O&E funding. The Work Plan shall include strategies, milestones, and time frames for outreach, enrollment, and retention activities completed by the county and it's contracted CBOs.

#### Outreach and Enrollment Quarterly Invoice

Counties are required to use the Outreach and Enrollment Quarterly Invoice (Attachment 3) which must be submitted by the county on a quarterly basis. The Invoice must include detailed budget activity and expenditures for the specific quarter as well as signatures from both the Project Financial Officer and the County O&E Project Director.

The Invoice must be accompanied by the Quarterly Progress Report (Attachment 4). Additionally, payments cannot be distributed until DHCS receives the Payee Data Record Form (Attachment 6). This document used to establish or verify a vendor number and address to where payments will be sent.

Please note: To receive any funds from the Allocation Award, county must submit a Budget Plan, Invoice, and Payee Data Record Form. Quarterly Progress Report Medi-Cal Eligibility Division Information Letter No.: 114-53 Page 4 November 5, 2014

Counties are required to submit a Quarterly Progress Report (Attachment 4). Counties must provide a progress report to measure and document progress to-date on the work plan objectives and performance goals. DHCS reserves the right to require reports more frequently than on a quarterly basis if necessary, but no more than once a month.

## Annual Budget Report

Counties are required to submit an Annual Budget Report (Attachment 5) at the end of every State fiscal year, as outlined in the following schedule:

- Due July 15, 2015 Report period July 1, 2014 through June 30, 2015
- Due July 15, 2016 Report period July 1, 2015 through June 30, 2016

# Federal Funding

The full Allocation Agreement fund amount is contingent upon State dollars being matched with federal funds. If federal funding for the current year and/or any subsequent year covered under the Agreement does not appropriate sufficient funds for the program, DHCS will not be liable for paying the federal portion to the counties under this Agreement and the counties shall not be obligated to perform any provisions of this agreement. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel the Allocation Agreement with no liability occurring to DHCS, or offer an amendment to the Allocation Agreement to the counties to reflect the reduced amount.

If you have any questions or need further information on Medi-Cal O&E funding, please contact Lance LeBlanc at (916) 552-9680 or by email at <u>DHCSOutreach@dhcs.ca.gov</u>.

Original Signed By:

Tara Naisbitt, Chief Medi-Cal Eligibility Division

Enclosures

# MEDI-CAL OUTREACH & ENROLLMENT BUDGET PLAN

- List all personnel positions and the corresponding time base for each staff member (i.e. full time = 1.0, half time = .50).
- Identify the projected budget amount for each line item per fiscal year and the projected total amounts.
- Identify the costs of benefits for each fiscal year and project the total amount.
- List all non-personnel expenses which may include, but not limited to, operating costs, program supplies, travel, technology equipment, and subcontractors.
- Provide a projection for each fiscal year and the total projected amounts.

Please identify your specific timeframes of your contract per fiscal year, modify if necessary (i.e. Fiscal Year 1 = 03/01/14 - 06/30/14; Fiscal Year 2 = 07/01/14 - 06/30/15; Fiscal Year 3 = 07/01/15 - 02/28/16). Furthermore, for each fiscal year of your contract, include total costs and overall costs for Total Personnel, Total Non-Personnel, Direct Costs (Projects: i.e. equipment specific for outreach and enrollment), and Indirect Costs (Overhead: i.e. health insurance) and identify the percentage, and the Grand Total amounts.

Medi-Cal Outreach and Enrollment					
Budget (AB 82)	Time	FY 1	FY 2 7/1/14 – 6/30/15	FY 3	Total
Demonstration (10) - (1)	Base	3/1/14 - 0/30/14	//1/14 - 0/30/15	/////10 - 0/30/10	Amounts
Personnel Staff					
-		\$	\$	\$	\$
-		\$	\$	\$	\$
-		\$	\$	\$	\$
-		\$	\$	\$	\$
-		\$	\$	\$	\$
-		\$	\$	\$	\$
Benefits		\$	\$	\$	\$
Total Personnel Expenses		\$	\$	\$	\$
Non-Personnel – Direct Costs					
-Office Expenses		\$	\$	\$	\$
-Equipment		\$	\$	\$	\$
-Travel		\$	\$	\$	\$
-Training		\$	\$	\$	\$
-Conference/Meetings		\$	\$	\$	\$
-Outreach Material		\$	\$	\$	\$

-Total Budget for All CBOs	\$ \$	\$ \$	
-Other Costs [itemize expenses in an	\$ \$	\$ \$	
attachment]			
Total Direct Costs	\$ \$	\$ \$	
Non-Personnel – Indirect Costs			
-Health Insurance	\$ \$	\$ \$	
-Other Costs [itemize expenses in an	\$ \$	\$ \$	
attachment]			
Total Indirect Costs	\$ \$	\$ \$	
Total Personnel Expenses	\$ \$	\$ \$	
Total Direct Costs	\$ \$	\$ \$	
Total Indirect Costs @%	\$ \$	\$ \$	
Grand Total	\$ \$	\$ \$	

# Activity 1 – Program Planning and Startup

Activity 1: Identify major O&E planning and startup milestones, strategies, and activities. Identify the AB 82 population groups each effort will target and for each targeted group (e.g., persons with mental health disorder needs, persons with substance use disorder needs, homeless, young men of color, persons in jails, prison, parole probation or post release community supervision, families of mixed immigration, and person with limited English proficiency), how many you intend to enroll (i.e. Increase the number of Medi-Cal eligible clients targeted by O&E efforts by X).

MILESTONE: For each objective, list each partner separately and indicate the number of individuals that they plan to enroll into Medi-Cal.	DESCRIPTION OF STRATEGY/ACTIVITY: Describe below what and or how each partner methods/means will be used to achieve these		oals that are identified in t	he adjacent milestones. What	
MILESTONES	STRATEGIES/ACTIVITIES	AB 82 POPULATION GROUP(S)	TIMELINE	WHO IS RESPONSIBLE	

# Activity 2 – Outreach and Enrollment Activities

Activity 2: Identify major O&E activities. Identify the AB 82 population groups each effort will target and for each targeted group (e.g., persons with mental health disorder needs, persons with substance use disorder needs, homeless, young men of color, persons in jails, prison, parole probation or post release community supervision, families of mixed immigration, and person with limited English proficiency), how many you intend to enroll (i.e. Increase the number of Medi-Cal eligible clients targeted by O&E efforts by X).

For each objective, list each partner	DESCRIPTION OF STRATEGY/ACTIVITY Describe below what and or how each p methods/means will be used to achieve	partner plans on achievi		ied in the adjac	ent milestones. What
MILESTONES	STRATEGIES/ACTIVITIES	LOCATION	TARGET POPULATION AND NUMBER OF ENROLLEMENTS		WHO IS RESPONSIBLE

# Activity 3 – Retention

Activity 3: Identify major O&E retention activities. Identify the AB 82 population groups each effort will target and for each targeted group (e.g., persons with mental health disorder needs, persons with substance use disorder needs, homeless, young men of color, persons in jails, prison, parole probation or post release community supervision, families of mixed immigration, and person with limited English proficiency), how many you expect to re-enroll (i.e. Increase the number of targeted Medi-Cal enrollees who retain their Medi-Cal eligibility by X).

MILESTONE: For each objective, list each partner separately and indicate the number of individuals that they plan to retain into Medi-Cal.	DESCRIPTION OF STRATEGY/ACTIVITY Describe below what and or how each p methods/means will be used to achieve	partner plans on achievi		ied in the adjac	ent milestones. What
MILESTONES	STRATEGIES/ACTIVITIES	LOCATION	TARGET POPULATION AND NUMBER OF ENROLLEMENTS	TIMELINE	WHO IS RESPONSIBLE

Activity 4 –	Tracking an	d Reporting

Activity 4: Identify your intent and list the AB 82 population groups that you will contract to target. Identify for each targeted group, how many you intend to enroll (i.e. Increase the number of Medi-Cal eligible clients in XXX County who receive outreach, education and information regarding the AB 82 targeted populations (e.g., persons with mental health disorder needs, persons with substance use disorder needs, homeless, young men of color, persons in jails, prison, parole probation or post release community supervision, families of mixed immigration, and person with limited English proficiency).

MILESTONE: For each objective, list each partner separately and indicate the number of individuals that they plan to enroll into Medi-Cal.	DESCRIPTION OF ACTIVITY: Describe below what and or how each achieving their goals that are identifie milestones. What methods/means wil goals and objectives?	Beginning & Ending Dates: Identify the timeframe for each partner to achieve their goals and objectives.			
STRATEGIES/ACTIVITIES		LOCATION	TARGET POPULATION AND NUMBER OF ENROLLEMENTS	TIMELINE	WHO IS RESPONSIBLE

AB 82 Sec. 71

<b>Outreach &amp; Enrollmen</b>	t
Quarterly Invoice	



County:	O&E Authorization #:
Fiscal Year:	Invoice #:

Billing Period: \_\_\_\_\_ County/CBO Name: \_\_\_\_\_

Invoice #: OE

Vendor ID #:

BUDGET CATEGORIES (per contract)	Approved Budget	Prior Amount Expended	Expenses Billed this Quarter	DHCS Adjustment	use only Approved Amount	Amount Expended to Date	Remaining Balance
PERSONNEL EXPENSES							
Full-Time Staff							
Part-Time Staff							
Benefits%							
TOTAL PERSONNEL EXPENSES							
OPERATING EXPENSES							
Office 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				

\* Cannot exceed 15% of total funds allocated

BUDGET CATEGORIES	Approved	Prior	Expenses	DHCS u	use only	Amount	Remaining
		Amount	Billed this	Adjustment	Approved	Expended	Balance
(per contract)	Budget	Expended	Quarter		Amount	to Date	Dalance

OTHER EXPENSES				
CBO Name				
TOTAL OTHER EXPENSES				

TOTAL OF ALL EXPENSES				

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

 Sign in blue ink only

 County O&E Project Financial Officer (print)

 Signature

Sign in blue ink only

County O&E Project Director (print)

AB 82 SEC. 71. (a) (1) The State Department of Health Care Services shall accept funding from private foundations in the amount of at least \$12.5 million to provide allocations for the management and funding of Medi-Cal outreach and enrollment plans specific to the provisions contained in this section. (2) The department shall seek necessary federal approval for purposes of obtaining federal funding for activities conducted under this section.

Explanation of Adjustments/Corrections or Revisions (please bold any adjustments, corrections, or revisions for ease of identification):

Signature

#### O&E Quarterly Progress Report Outreach, Enrollment, and Retention

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 O&E objective.

**Narrative** (2-10 pages depending on the complexity of your O&E 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 O&E 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 82 population group impacted by your O&E 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 O&E 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 this Medi-Cal O&E initiative.
  - 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.

#### Department of Health Care Services Exhibit 1

- 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.

## Exhibit 2

- Provide information for all items that apply to the progress made during the current quarter.
- Provide year-to-date totals.

# O&E Quarterly Progress Report Template Outreach, Enrollment, and Retention

County:			Reporting Peric	Reporting Period:				
Check the appropriate	e box to identify the (	D&E objective (you may chec	k one or more box belo	w):				
Outreach		Enrollment	□ Retention					
Major Deliverables and Activities	AB 82 Target Population Reached	Materials	Staff and/or CBO's Used	Status	Performance Measures and Data Collection			
Include reference to the major outcome objectives indicated in your work plan	Specify target audience	Specify all materials developed, finalized, or distributed (radio/TV/print ads; brochures, flyers, etc.) using allocation funds	Indicate staff responsible and/or CBO's used	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.	Provide achievements, percentages, and numbers for the quarter and YTD that document achievements.			

# O&E Quarterly Progress Report Outreach, Enrollment, and Retention

County: \_\_\_\_\_ Quarter: \_\_\_\_\_

# Numbers Specific to O&E Activities ONLY

	Current Quarter	Year-to-date
Amount Billed		
Number of AB 82 individuals reached by O&E efforts		
Number of AB 82 individuals assisted with enrollment into Medi-Cal		
Number of approved Medi-Cal applications resulting from Medi-Cal O&E efforts		
Number of AB 82 beneficiaries assisted with annual eligibility review (AER) and/or Medi-Cal redetermination		
Number of AB 82 beneficiaries that retained Medi-Cal coverage as a result of the O&E efforts		
Number of CEC's and CIA's used in O&E efforts		
Number of CAAs used in O&E efforts		

# Annual Budget Report Fiscal Year 1

(03/01/2014 through 06/30/2014)

	# of Staff	Monthly S	alary Range	FTE %	Annual C	oct	
Position Title	# 01 Stall		<pre>kange  </pre>	%	Annual C	051	
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		\$XXX,XXX	< - \$XXX,XXX	%	\$		
			Тс	otal Salary	\$		
			Fringe Benefit	:s (%)	\$		
					Total Per	rsonnel	\$
Office Expenses [Item	ize all expenses]						
			\$				
			\$				
			\$				
			ð	Total O	perating Ex	nenses	¢
				Total O		penses	Ψ
Equipment [Itemize eq	uipment expenses i.e., i	tems with a Ur	nit cost of \$5,000	) or more]			
	· · · ·		\$				
			\$				•
				Total Eq	uipment Ex	penses	\$
Travel					Tota	l Travel	\$
Travel					Total	l Travel	\$
-	ganizations (CBOs) [L			-			
Community-Based Or				-	dd additional	CBOs a Other	
Community-Based Or CBO Name: Personnel	Office Expenses	Travel	Equipment	Indirect (	dd additional	CBOs a Other Costs	s necessary] Total Costs
Community-Based Or CBO Name:	Office Expenses			Indirect (	dd additional	CBOs a Other	s necessary] Total Costs
Community-Based Or CBO Name: Personnel	Office Expenses	Travel	Equipment	Indirect (	dd additional	CBOs a Other Costs	s necessary] Total Costs \$
Community-Based Or CBO Name: Personnel \$	Office Expenses \$	Travel	Equipment	Indirect (	dd additional	CBOs a Other Costs	s necessary] Total Costs \$
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# Annual Budget Report Fiscal Year 2

Fiscal Year 2 (07/01/2014 through 06/30/2015)

osition Title						
	# of Staff		Salary Range X - \$XXX,XXX	FTE %	Annual Cost \$	
			x - \$xxx,xxx	%	э \$	
		\$XXX,XX	X - \$XXX,XXX	%	\$	
				otal Salary	\$	
			Fringe Benefit	-	\$	
					Total Personnel	\$
fice Expenses [Iter	mize all expenses]					
			\$			
			\$			
			\$ \$			
			Φ	Total Or	perating Expenses	\$
						Ψ
uipment [Itemize e	equipment expenses i.e.,	items with a U	nit cost of \$5,000	) or more]		
· · ·			\$ \$	-		
			\$		–	•
				lotal Equ	ipment Expenses	\$
					Total Travel	\$
ommunity-Based C	Drganizations (CBOs) [			CBO's]	Total Travel	\$
ommunity-Based C					Other	\$ Total Costs
mmunity-Based C	-	Travel		Indirect C	Other osts Costs	
CBO Name: Personnel	Office Expenses	Travel	Equipment	Indirect C	Other osts Costs \$	Total Costs \$
CBO Name: Personnel	Office Expenses	Travel	Equipment	Indirect C	Other osts Costs	Total Costs \$
CBO Name: Personnel \$	Office Expenses \$	Travel	Equipment	Indirect C	Other osts Costs \$	Total Costs \$
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CBO Name: Personnel \$ her Costs [Itemize	Office Expenses \$	Travel	Equipment	Indirect C \$	Other Costs \$ Total CBOs	Total Costs \$
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CBO Name: Personnel \$ ther Costs [Itemize	Office Expenses \$ e each expense]	Travel	Equipment \$ \$ \$	Indirect C \$	Other Costs \$ Total CBOs Total Other Costs	Total Costs \$ \$ \$ \$

# Annual Budget Report Fiscal Year 3

Fiscal Year 3 (07/01/2015 through 06/30/2016)

osition Title			-			
	# of Staff	Monthly Salary \$XXX,XXX - \$X	<b>/ Range</b>	FTE %	Annual Cost	
		\$XXX,XXX - \$X \$XXX,XXX - \$X		% %	\$ \$	
		\$XXX,XXX - \$X		%	\$ 	
		φισοι, σοι φι		tal Salary	\$	
		Erin	ige Benefits	-	\$ \$	
		FIII	ige benefits	s (70)	φ	
					Total Personnel	\$
fice Expenses [Iter	mize all expenses]					
			\$			
			\$			
			\$ \$			
			Φ	Total O	perating Expenses	¢
						Ψ
uipment [Itemize e	quipment expenses i.e.,	tems with a Unit cos	st of \$5.000	or morel		
	4		\$			
			\$			
				Total Eq	uipment Expenses	\$
						<b>^</b>
avel						
					Total Travel	\$
ommunity-Based C	Organizations (CBOs) [l				Other	
ommunity-Based C			-	BO's] Indirect C	Other	\$ Total Costs
mmunity-Based C CBO Name: Personnel	Office Expenses	Travel E	quipment	Indirect C	Other Costs Costs	Total Costs
mmunity-Based C		Travel E		Indirect C	Other	Total Costs
mmunity-Based C CBO Name: Personnel	Office Expenses	Travel E	quipment	Indirect C	Other Costs Costs	Total Costs \$
mmunity-Based C CBO Name: Personnel	Office Expenses	Travel E	quipment	Indirect C	Other Costs Costs	Total Costs \$
mmunity-Based C CBO Name: Personnel \$	Office Expenses \$	Travel E	quipment	Indirect C	Other Costs Costs	Total Costs \$
mmunity-Based C CBO Name: Personnel \$ her Costs [Itemize	Office Expenses \$	Travel E( \$\$_	quipment	Indirect C	Other Costs Costs	Total Costs \$
mmunity-Based C CBO Name: Personnel \$ her Costs [Itemize	Office Expenses \$	Travel E( \$\$_	quipment	Indirect C	Other Costs Costs	Total Costs \$
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CBO Name: Personnel \$ her Costs [Itemize	Office Expenses \$	Travel E( \$\$_	quipment	Indirect C	Costs Other Costs Costs Total CBOs Total Other Costs	Total Costs \$ \$
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Dommunity-Based C CBO Name: Personnel \$ her Costs [Itemize	Office Expenses \$ e each expense]	Travel E( \$\$_	quipment	Indirect C \$	Costs Other Costs Costs Total CBOs Total Other Costs	Total Costs \$ \$ \$ \$

State of California—Department of Health Care Services

# PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9) STD. 204 (Rev. 5/06)\_DHCS

1	<b>INSTRUCTIONS</b> : Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this <b>fully completed</b> form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. <b>NOTE</b> : Governmental entities, federal, state, and local (including school districts), are not required to submit this form.							
2	PAYEE'S LEGAL BUSINESS N	AME (Type or Print)						
	SOLE PROPRIETOR-ENTER	NAME AS SHOWN ON SSN (Last, First, M.I.)	E-M/	E-MAIL ADDRESS				
	MAILING ADDRESS		BUS	INESS AL	DDRESS			
	CITY, STATE, ZIP CODE		CITY	, STATE,	ZIP CODE			
3	ENTER FEDERAL EM	PLOYER IDENTIFICATION NUMBE	ER (FEIN):				NOTE: Payment will not be processed	
PAYEE ENTITY TYPE		MEDICAL (e.g.,	-		otherapy, chiropractic,	etc.)	without an accompanying taxpayer I.D. number.	
CHECK ONE BOX ONLY	ESTATE OR TR	RUST LEGAL (e.g., att	•	vices)				
		R SOLE PROPRIETOR AL SECURITY NUMBER:						
		(SSN required by auth	nority of Cali	ifornia F	Revenue and Tax Code S	Section 18646)		
4 PAYEE RESIDENCY TYPE	California nonre withholding.	ent—qualified to do business in Cali sident (see reverse side)—Paymen ervices performed in California. r of Franchise Tax Board waiver of \$	nts to nonre	esident	ts for services may be			
		fy under penalty of perjury that the		-		ument is true	and correct.	
5		Should my residency status chan SENTATIVE'S NAME (Type or Print)		promp				
	SIGNATURE		DA	TE		TELEPHONE		
6	Please return comple	eted form to:						
	Department/Office:	Department of Health Care Se	ervices					
	Unit/Section:	Outreach & Enrollment, Attn:	Valerie O	rosco				
	Mailing Address:	PO Box 997417, MS 4607						
	City/State/ZIP:	Sacramento, CA 95899						
	Telephone:	(916) 552-9456	F	AX:	(916)440-5690			
	E-Mail Address:	oeworkgroup@dhcs.ca.gov						

#### PAYEE DATA RECORD STD. 204 (Rev. 5/06)\_DHCS (Page 2)

1	Requirement to Complete Payee Data Record, STD. 204
	A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.
	Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.
2	Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.
3	Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).
	The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).
4	Are you a California resident or nonresident?
-	A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
	A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.
	For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.
	Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.
	For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:
	Withholding Services and Compliance Section:1-888-792-4900E-mail address: wscs.gen@ftb.ca.govFor hearing impaired with TDD, call:1-800-822-6268Website: www.ftb.ca.gov
5	Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.
6	This section must be completed by the State agency requesting the STD. 204.
Privac	y Statement
an in	ion 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests idividual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, hich statutory or other authority such number is solicited, and what uses will be made of it.
	mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided bject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.
	have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the ness services unit or the accounts payable unit of the State agency(ies) with which you transact that business.

All questions should be referred to the requesting State agency listed on the bottom front of this form.



State of California—Health and Human Services Agency Department of Health Care Services



EDMUND G. BROWN JR. Governor

October 17, 2014

Name Title Agency Name County Street City, State, Zip

# SUBJECT: DEPARTMENT OF HEALTH CARE SERVICES MEDI-CAL OUTREACH AND ENROLLMENT ALLOCATION AGREEMENT

Dear Mr. <NAME>:

As a recipient of the Department of Health Care Services (DHCS), Medi-Cal Outreach and Enrollment Allocation (Allocation) funding authorized by Assembly Bill (AB) 82 (Chapter 23, Statutes 2013), Section 71, your organization is required to sign and comply with the attached Medi-Cal Outreach and Enrollment Agreement (Agreement).

The Agreement is being utilized in lieu of a formal, state contract. The Allocation funds will be paid to your organization utilizing an allocation process. In order to receive Allocation funds, your organization is not required to obtain Board of Supervisor's Approval unless that is the prescribed protocol for accepting allocation funding. The Agreement outlines the requirements and provisions of the Allocation Funding, required deliverable templates and the timeframes for submitting required deliverables.

Please contact your DHCS Outreach and Enrollment Liaison at <u>oeworkgroup@dhcs.ca.gov</u> upon receipt of the Agreement to provide details regarding the process that your organization is required to follow in order to obtain allocation approval. You must sign and electronically return Page 1 of the Agreement to <u>oeworkgroup@dhcs.ca.gov</u> upon receipt. Once that information is provided, your liaison will work with you directly in regards to the Quarterly Invoice and Deliverable Schedule.

We look forward to working with your organization and appreciate your commitment to Medi-Cal Outreach and Enrollment efforts in your community. If you have additional questions or need clarification regarding the Agreement, please contact your DHCS Outreach and Enrollment Liaison.

Sincerely,

Tara Naisbitt, Division Chief Department of Health Care Services

# ALLOCATION AGREEMENT MEDI-CAL OUTREACH AND ENROLLMENT

State of California – Department of Health Care Services

COUNTRY							
COUNTY	«County»		1	11 4			
PROJECT TITLE	Medi-Cal O		1 Enro		- I /		
PERFORMANCE PERIOD	March 12, 2	2014		through	December 3	31, 2016	
Under the terms and conditions of the description, and the State of Califor to fund the County up to the Allocat	nia, through its Di						
PROJECT DESCRIPTION							
The County agrees to provide Medi more of the seven targeted populati are homeless; Young men of color; community supervision; Families w populations as well. The County sh a culturally and linguistically appro- languages and the translation of wri-	ons: Persons with Persons who are i with mixed immigrall ensure the need priate method at a ten documents who	mental health n county jail, ration status; l ds of the targe no cost to the ten necessary	disord in state Persons ted pop individ or whe	er needs; Persons e prison, on state p s with limited Engoulations are unde dual, including the n requested by the	with substance us barole, on county p glish Proficiency. rstood and provide e provision of oral individual to ensu	e disorder needs; robation or unde The County may e information and interpretation of	Persons who r post-release / target other assistance in `non-English
TOTAL ALLOCATION AI EXCEED	MOUNT NOT	ТО	«A	llocation_Amo	ount»		
The General and Special Prov	visions attached	l ara mada a	nort	of and incorpo	rated into the A	araamant	
•	isions attached	i ale made a			<b>OF HEALTH</b>		MORE
«County Agency»				ATE OF CAL		LAKE SEK	VICES
«Address_Line_1»«Address	Line_2»						
BY (AUTHORIZED SIGNATURE):			BY (	AUTHORIZED SIGN	ATURE):		
₩,			ФC	riginal Signed by	v Tara Naisbitt		
PRINTED NAME AND TITLE OF PERSC	N SIGNING:		PRI	NTED NAME AND TI	TLE OF PERSON SIG	GNING:	
				a Naisbitt, Div	vision Chief		
DATE SIGNED:				E SIGNED:			
			IVIa	rch 12, 2014			
<b>CERTIFICATION OF F</b>	UNDING (FO	DR STATI	E US	E ONLY)			
AMOUNT OF ALLOCATION				NUMBER	FUND –		
\$«Allocation_Amount».00		«Allocatio	on_Nu	mber»			
ADJ. INCREASING ENCUMB	ERANCE	APPROP	RIAT	ION			
ADJ. DECREASING ENCUME	SERANCE	FUNCTIO	NC				
TOTAL ALLOCATION ANOI	NIT						FIGOAL
TOTAL ALLOCATION AMOU	JN I	LINETIE	LM AL	LOTMENT	CHAPTER	STATUTE	FISCAL YEAR
\$«Allocation_Amount».00							YEAK
T.B.A NO. B.R. 1	NO.	INDEX		OBJ.	PCA	PROJECT/W PHASE	ORK
I hereby certify upon my personal SIGNATURE OF ACCOUNTIN	<u> </u>		unds a DATI		this encumbrance	······································	

#### ALLOCATION AGREEMENT MEDI-CAL OUTREACH AND ENROLLMENT COUNTY OF

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. <u>Definitions</u>

- 1. The term "Allocation" as used herein means the Outreach and Enrollment Allocation funding authorized by AB 82, Section 71.
- 2. 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.
- 3. The term "County" as used herein means the party described as the County on page one (1) of this Agreement.
- 4. The term "Allocation Amount" as used herein means funds awarded to the County by the State.
- 5. 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.
- 6. 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.
- 7. The term "State" as used herein means the Department of Health Care Services.
- 8. 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(6).

#### B. <u>Allocation Execution</u>

- 1. County agrees to complete the Allocation 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 82, Section 71.
- 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. <u>Allocation Costs</u>

Subject to the availability of Allocation Amount, the State hereby grants to the County [insert Allocation Amount] 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 at least 50% of the Allocation Amount The County is required to partner 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 quarterly reporting activities on the progress of contracting with CBOs.
- 2. Indirect administrative costs, including planning, plan documentation, and other administrative costs shall not exceed 10% of the Allocation Amount.

## D. Payment Documentation

1. All payment requests must be submitted by the County on a quarterly basis using a completed Outreach and Enrollment 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 Outreach and Enrollment Quarterly Invoice, Attachment 3 Quarterly Progress Report, Attachment 4 Annual Budget Report, Attachment 5

- 2. County shall submit all documentation for Allocation completion and final reimbursement within 90 days of Allocation completion, but no later than the end of the Project Performance Period as shown on page one (1).
- 3. Payments shall be on the basis of costs incurred.
- 4. Advance payment for the Allocation is not allowed.

QUAR	QUARTERLY INVOICE, DELIVERABLES AND PAYMENT SCHEDULE 2014 / 2015 / 2016									
DUE DATE OF DELIVERABLES	COUNTY DELIVERABLES	QUARTER FOR INVOICING EXPENDITURES	DHCS REVIEW DEADLINE	*ESTIMATED PAYMENT DATE						
03/27/14	BUDGET / CAP	Invoice for development of Budge Plan	04/03/14	TBD						
04/10/14	WORK PLAN	N/A	04/17/14	04/30/14						
07/07/14	1 <sup>ST</sup> ANNUAL BUDGET REPORT / INVOICES/ PROGRESS REPORT	March, April, May, June 2014	07/11/14	08/01/14						
10/03/14	INVOICES/ PROGRESS REPORT	July, August, September 2014	10/09/14	10/30/14						
01/06/15	INVOICES/ PROGRESS REPORT	October, November, December 2014	01/12/15	02/02/15						
04/07/15	INVOICES/ PROGRESS REPORT	January, February, March 2015	04/13/15	05/04/15						
07/07/15	2 <sup>ND</sup> ANNUAL BUDGET REPORT / INVOICES/ PROGRESS REPORT	April, May, June 2015	07/13/15	08/03/15						
10/06/15	INVOICES/ PROGRESS REPORT	July, August, September 2015	10/12/15	11/02/15						
01/05/16	INVOICES/ PROGRESS REPORT	October, November, December 2015	01/11/16	02/01/16						
04/05/16	INVOICES/ PROGRESS REPORT	January, February, March 2016	04/11/16	05/02/16						
07/07/16	3 <sup>rd</sup> ANNUAL BUDGET REPORT / INVOICES/ PROGRESS REPORT	April, May, June 2016	07/13/16	08/03/16						

\*Based on 21 processing days for DHCS' Accounting and the State Controller's Office.

#### **Budget Plan**

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 DHCS in order to receive the initial payment allocation of at least 20% of the Total Allocation Award.

#### Work Plan

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.

#### **Outreach and Enrollment Quarterly Invoice**

County is required to use the Outreach and Enrollment Quarterly 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 of at least 20% of the Total Allocation Award, County must submit a Budget Plan and an Invoice. The Invoice will reflect the time needed to develop the Budget Plan.

#### **Quarterly Progress Report**

County is required to submit a Quarterly Progress Report, Attachment 4. As outlined in the Quarterly Invoice, Deliverables and Payment Schedule noted above, Quarterly Progress reports will be required starting with the third quarter 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.

#### **Annual Budget Report**

County is required to submit an Annual Budget Report, Attachment 5, at the end of every State fiscal year as outlined in the following schedule:

- Due July 15, 2014 Report period March 1, 2014 through June 30, 2014
- Due July 15, 2015 Report period July 1, 2014 through June 30, 2015
- Due July 15, 2016 Report period July 1, 2015 through June 30, 2016

#### E. Allocation Termination or Withdrawal

- 1. County may withdraw from the Outreach and Enrollment 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.

#### F. Loss of Allocation Amount

The following actions may result in a loss or part of all 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% 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 an 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. Community Based Organizations (CBOs)

- 1. As mandated in AB 82, Section 71(e)(1), "The funds allocated under this section shall be used only for the Medi-Cal outreach and enrollment activities and may supplement, but shall not supplant, existing local, state, and foundation funding of county outreach and enrollment activities."
- 2. AB 82, Section 71(g), requires that "Under terms of the approved allocation for the outreach and enrollment program, funded entities under this section shall not receive payment for inperson assister payments for assisting potential Medi-Cal enrollees."
- 3. In working with the CBOs for Medi-Cal outreach and enrollment, the counties will need to provide documentation clearly delineating how their partnering CBOs will separate the enrollment work under this allocation from the enrollment work of the CBO's Certified Enrollment Counselors (CECs) and Certified Insurance Agents (CIAs) for which they would be paid \$58 per enrolled application.
  - i. Example: If a CBO, in partnership with a county agency through this funding source, sends out a CEC to an outreach and enrollment activity at a substance use disorder clinic and enrolls some of the population at the clinic or makes an appointment with them and enrolls them later, the CBO cannot claim the \$58 per approved Medi-Cal application for this same person. The CBO is already receiving funds for this purpose through the county.

#### J. <u>Audit</u>

- 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.
- 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.

#### K. 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 outreach and enrollment 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.

#### L. <u>Health Insurance Portability and Accountability Act of 1996 ("HIPAA")</u>

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



State of California—Health and Human Services Agency Department of Health Care Services



EDMUND G. BROWN JR. Governor

October 17, 2014

Name Title Agency Name County Address

# SUBJECT: DEPARTMENT OF HEALTH CARE SERVICES MEDI-CAL OUTREACH AND ENROLLMENT ALLOCATION AGREEMENT

Dear Mr. <NAME>:

As a recipient of the Department of Health Care Services (DHCS), Medi-Cal Outreach and Enrollment Allocation (Allocation) funding authorized by Assembly Bill (AB) 82 (Chapter 23, Statutes 2013), Section 71, your organization is required to sign and comply with the attached Medi-Cal Outreach and Enrollment Agreement (Agreement).

The Agreement is being utilized in lieu of a formal, state contract. The Allocation funds will be paid to your organization utilizing an allocation process. In order to receive Allocation funds, your organization is not required to obtain Board of Supervisor's Approval unless that is the prescribed protocol for accepting allocation funding. The Agreement outlines the requirements and provisions of the Allocation Funding, required deliverable templates and the timeframes for submitting required deliverables.

Please contact your DHCS Outreach and Enrollment Liaison at <u>oeworkgroup@dhcs.ca.gov</u> upon receipt of the Agreement to provide details regarding the process that your organization is required to follow in order to obtain allocation approval. You must sign and electronically return Page 1 of the Agreement to <u>oeworkgroup@dhcs.ca.gov</u> upon receipt. Once that information is provided, your liaison will work with you directly in regards to the Quarterly Invoice and Deliverable Schedule.

We look forward to working with your organization and appreciate your commitment to Medi-Cal Outreach and Enrollment efforts in your community. If you have additional questions or need clarification regarding the Agreement, please contact your DHCS Outreach and Enrollment Liaison.

Sincerely,

Tara Naisbitt, Division Chief Department of Health Care Services

# ALLOCATION AGREEMENT MEDI-CAL OUTREACH AND ENROLLMENT

State of California - Department of Health Care Services

COUNTY	«County»						
PROJECT TITLE		Outreach an	d Enro	llmont			
PERFORMANCE PERIC			u Lint	throug	h December 3	21 2016	
I ERFORMANCE I ERR	<b>JD</b> Watch 12,	2014		tiitougi		51, 2010	
Under the terms and conditions o description, and the State of Calit to fund the County up to the Allo	fornia, through its I						
PROJECT DESCRIPTIO	N						
The County agrees to provide Me more of the seven targeted popul are homeless; Young men of cole community supervision; Families populations as well. The County a culturally and linguistically application of we control the translation of we	ations: Persons with or; Persons who are s with mixed immi- shall ensure the ne propriate method at written documents w	h mental health in county jail, gration status; eds of the target t no cost to the when necessary	n disord in state Persons eted pop e individ or whe	er needs; Persons e prison, on state s with limited En pulations are und dual, including th n requested by the	s with substance us parole, on county p glish Proficiency. erstood and provide he provision of oral e individual to ensu	e disorder needs; robation or under The County may information and interpretation of	Persons who r post-release / target other assistance in non-English
TOTAL ALLOCATION . EXCEED	AMOUNT NO	110	«A	llocation_Am	ount»		
The General and Special Pr	ovisions attache	ed are made	a part	of and incorpo	orated into the A	greement.	
«County Agency»					<b>FOF HEALTH</b>	<u> </u>	VICES
• • •			ST	ATE OF CAI	LIFORNIA		
«Address_Line_1»«Addres	s_Line_2»						
BY (AUTHORIZED SIGNATURE):			BY (	AUTHORIZED SIGN	NATURE):		
Ŕ			₿C	riginal Signed b	oy Tara Naisbitt		
PRINTED NAME AND TITLE OF PER	SON SIGNING:				TILE OF PERSON SIG	GNING:	
DATE SIGNED:				ra Naisbitt, Di	vision Chief		
			Ma	rch 12, 2014			
<b>CERTIFICATION OF</b>	FUNDING (F	OR STAT	E US	E ONLY)			
AMOUNT OF ALLOCATIO	N			NUMBER	FUND –		
\$«Allocation_Amount».00		«Allocati					
ADJ. INCREASING ENCUM	IBERANCE	APPROF	PRIAT	ION			
ADJ. DECREASING ENCUN	ARED ANCE	FUNCTI	ON				
ADJ. DECKEASING ENCOM	IDERAINCE	FUNCTI	ON				
TOTAL ALLOCATION AMO	JUNT	LINE IT	EM AI	LOTMENT	CHAPTER	STATUTE	FISCAL
\$«Allocation_Amount».00							YEAR
T.B.A NO. B.R	NO.	INDEX		OBJ.	PCA	PROJECT/W PHASE	ORK
I hereby certify upon my perso	onal knowledge th	nat budgeted f	funds a	re available for	this encumbrance	;	
SIGNATURE OF ACCOUNT	ING OFFICER		DAT	E			

#### ALLOCATION AGREEMENT MEDI-CAL OUTREACH AND ENROLLMENT COUNTY OF

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.

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#### **General Provisions**

#### A. <u>Definitions</u>

- 1. The term "Allocation" as used herein means the Outreach and Enrollment Allocation funding authorized by AB 82, Section 71.
- 2. 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.
- 3. The term "County" as used herein means the party described as the County on page one (1) of this Agreement.
- 4. The term "Allocation Amount" as used herein means funds awarded to the County by the State.
- 5. 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.
- 6. 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.
- 7. The term "State" as used herein means the Department of Health Care Services.
- 8. 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(6).

#### B. <u>Allocation Execution</u>

- 1. County agrees to complete the Allocation 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 82, Section 71.
- 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 [insert Allocation Amount] 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 at least 50% of the Allocation Amount; however, the County can elect to keep \$80,000 if 50% of the Allocation Amount is less than \$80,000 and this amount is more beneficial to the County in administering their outreach efforts. The County is required to partner 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 quarterly reporting activities on the progress of contracting with CBOs. If it is not advantageous for the County to partner with a CBO, the County must provide their Outreach and Enrollment Liaison with a justification. This scenario will be dealt with on a case-by-case basis.
- 2. Indirect administrative costs, including planning, plan documentation, and other administrative costs shall not exceed 10% of the Allocation Amount.

#### D. <u>Payment Documentation</u>

1. All payment requests must be submitted by the County on a quarterly basis using a completed Outreach and Enrollment 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 Outreach and Enrollment Quarterly Invoice, Attachment 3 Quarterly Progress Report, Attachment 4 Annual Budget Report, Attachment 5

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

- 3. Payments shall be on the basis of costs incurred.
- 4. Advance Allocation payment without an invoice is not allowed.

QUARTERLY INVOICE, DELIVERABLES AND PAYMENT SCHEDULE 2014 / 2015 / 2016				
DUE DATE OF DELIVERABLES	COUNTY DELIVERABLES	QUARTER FOR INVOICING EXPENDITURES	DHCS REVIEW DEADLINE	*ESTIMATED PAYMENT DATE
03/27/14	BUDGET / CAP	Invoice for development of Budge Plan	04/03/14	TBD
04/10/14	WORK PLAN	N/A	04/17/14	04/30/14
07/07/14	1 <sup>ST</sup> ANNUAL BUDGET REPORT / INVOICES/ PROGRESS REPORT	March, April, May, June 2014	07/11/14	08/01/14
10/03/14	INVOICES/ PROGRESS REPORT	July, August, September 2014	10/09/14	10/30/14
01/06/15	INVOICES/ PROGRESS REPORT	October, November, December 2014	01/12/15	02/02/15
04/07/15	INVOICES/ PROGRESS REPORT	January, February, March 2015	04/13/15	05/04/15
07/07/15	2 <sup>ND</sup> ANNUAL BUDGET REPORT / INVOICES/ PROGRESS REPORT	April, May, June 2015	07/13/15	08/03/15
10/06/15	INVOICES/ PROGRESS REPORT	July, August, September 2015	10/12/15	11/02/15
01/05/16	INVOICES/ PROGRESS REPORT	October, November, December 2015	01/11/16	02/01/16
04/05/16	INVOICES/ PROGRESS REPORT	January, February, March 2016	04/11/16	05/02/16
07/07/16	3 <sup>rd</sup> ANNUAL BUDGET REPORT / INVOICES/ PROGRESS REPORT	April, May, June 2016	07/13/16	08/03/16

\*Based on 21 processing days for DHCS' Accounting and the State Controller's Office.

#### **Budget Plan**

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 DHCS in order to receive the initial payment allocation of at least 20% of the Total Allocation Award.

#### Work Plan

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.

#### **Outreach and Enrollment Quarterly Invoice**

County is required to use the Outreach and Enrollment Quarterly 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 of at least 20% of the Total Allocation Award, County must submit a Budget Plan and an Invoice. The Invoice will reflect the time needed to develop the Budget Plan.

#### **Quarterly Progress Report**

County is required to submit a Quarterly Progress Report, Attachment 4. As outlined in the Quarterly Invoice, Deliverables and Payment Schedule noted above, Quarterly Progress reports will be required starting with the third quarter 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.

#### **Annual Budget Report**

County is required to submit an Annual Budget Report, Attachment 5, at the end of every State fiscal year as outlined in the following schedule:

- Due July 15, 2014 Report period March 1, 2014 through June 30, 2014
- Due July 15, 2015 Report period July 1, 2014 through June 30, 2015
- Due July 15, 2016 Report period July 1, 2015 through June 30, 2016

#### E. Allocation Termination or Withdrawal

- 1. County may withdraw from the Outreach and Enrollment 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.

#### F. Loss of Allocation Amount

The following actions may result in a loss or part of all 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% 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 an 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. Community Based Organizations (CBOs)

- 1. As mandated in AB 82, Section 71(e)(1), "The funds allocated under this section shall be used only for the Medi-Cal outreach and enrollment activities and may supplement, but shall not supplant, existing local, state, and foundation funding of county outreach and enrollment activities."
- 2. AB 82, Section 71(g), requires that "Under terms of the approved allocation for the outreach and enrollment program, funded entities under this section shall not receive payment for inperson assister payments for assisting potential Medi-Cal enrollees."
- 3. In working with the CBOs for Medi-Cal outreach and enrollment, the counties will need to provide documentation clearly delineating how their partnering CBOs will separate the enrollment work under this allocation from the enrollment work of the CBO's Certified Enrollment Counselors (CECs) and Certified Insurance Agents (CIAs) for which they would be paid \$58 per enrolled application.
  - i. Example: If a CBO, in partnership with a county agency through this funding source, sends out a CEC to an outreach and enrollment activity at a substance use disorder clinic and enrolls some of the population at the clinic or makes an appointment with them and enrolls them later, the CBO cannot claim the \$58 per approved Medi-Cal application for this same person. The CBO is already receiving funds for this purpose through the county.

#### J. <u>Audit</u>

- 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.
- 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.

#### K. 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 outreach and enrollment 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.

#### L. Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

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