



Monterey County

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Board Report

Legistar File Number: BC 20-010

January 29, 2020

Introduced: 1/14/2020

Current Status: Agenda Ready

Version: 1

Matter Type: Budget Committee

- a. Support approving and authorizing the Director of the Department of Social Services to sign an Allocation Agreement for \$614,062.00 with Department of Health Care Services-State of California Medi-Cal Navigators Project effective February 4, 2020 through December 31, 2021;
- b. Support authorizing the Department of Social Services Director to negotiate and execute an agreement with the Monterey Bay Central Labor Council to complete Medi-Cal application at the County Jail for a contract amount of \$153,750 for a term through June 30, 2021;
- c. Support authorizing the Director of the Department of Social Services to sign up to three (3) amendments to both the State and Monterey Bay Central Labor Council Agreements, where the amendments do not significantly change the scope of work;
- d. Support approving an increase in appropriations and estimated revenues of \$208,687 for the Social Services Budget Unit 001-5010-SOC005-8262 FY 2019-20 Adopted Budget (4/5ths vote required); and
- e. Support authorizing the Auditor-Controller to amend the FY 2019-20 Adopted Budgets by increasing appropriations and estimated revenues by \$208,687 in Social Services Unit 001-5010-SOC005-8262 (4/5ths vote required).

RECOMMENDATION:

It is recommended that the Budget Committee:

- a. Support approving and authorizing the Director of the Department of Social Services to sign an Allocation Agreement for \$614,062.00 with Department of Health Care Services-State of California Medi-Cal Navigators Project effective February 4, 2020 through December 31, 2021;
- b. Support authorizing the Department of Social Services Director to negotiate and execute an agreement with the Monterey Bay Central Labor Council to complete Medi-Cal application at the County Jail for a contract amount of \$153,750 for a term through June 30, 2021;
- c. Support authorizing the Director of the Department of Social Services to sign up to three (3) amendments to both the State and Monterey Bay Central Labor Council Agreements, where the amendments do not significantly change the scope of work;
- d. Support approving an increase in appropriations and estimated revenues of \$208,687 for the Social Services Budget Unit 001-5010-SOC005-8262 FY 2019-20 Adopted Budget (4/5ths vote required); and
- e. Support authorizing the Auditor-Controller to amend the FY 2019-20 Adopted Budgets by increasing appropriations and estimated revenues by \$208,687 in Social Services Unit 001-5010-SOC005-8262 (4/5ths vote required).

SUMMARY:

The State of California, pursuant to AB74, has made available funding to continue Medi-Cal outreach, enrollment, renewal, and utilization. Monterey County Department of Social Services (DSS) in partnership with Monterey County Health Department (Health) and Monterey Bay Central Labor Council (MBCLC) submitted a proposal and was awarded \$614,062. The focus will be on eleven targeted populations, as outlined in AB74:

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.

This State agreement will fund \$249,629 toward continued outreach activities for DSS MC CHOICE Outreach Team that takes Medi-Cal applications and has delivered critical benefits information to the residents of Monterey County for the last 12+ years; and \$210,683 toward Health and \$153,750 to MBCLC to support both their efforts in meeting with inmates to complete Medi-Cal applications at the Monterey County jail. AB 720 (Chapter 646, Statutes of 2013) added Penal Code Section 4011.11 and amended Section 14011.10 of the Welfare and Institutions (W&I) Code: Authorizes the county to help county inmates apply for health coverage while incarcerated. The efforts at the County jail allows for inmates to have potential coverage while incarcerated, as well as coverage upon release. The continued collaboration between the DSS, Health and MBCLC is important in the fact that it has a two-fold positive impact on the County as a whole; Health and MBCLC is able to ensure that inmates, upon release are more likely to secure Medi-Cal benefits for potential future use; and any facility they may utilize for health related needs receive payment for those services. Health will sub-contract with the MBCLC to ensure that all Medi-Cal applications are collected, tracked, and transmitted to DSS eligibility staff in a timely manner to determine eligibility for Medi-Cal benefits, processing and tracking of outcomes.

This agreement covers approximately two fiscal years of collaboration and combined efforts. The Department is recommending approval of the State Medi-Cal Navigators Allocation Agreement, authority to negotiate and execute the MBCLC agreement so that activities can begin as soon as possible, and increase current years' appropriations/revenues for DSS and Health.

OTHER AGENCY INVOLVEMENT:

Health and MBCLC worked collaboratively with the DSS on the application for funds. The County Administrator's Office - Budget Office concurs with these actions. County Counsel has approved the Allocation Agreement as to legal form. The Auditor-Controller and Contracts/Purchasing have reviewed and approved the Allocation Agreement.

DSS will ensure that the Monterey Bay Central Labor Council agreement is reviewed and approved to legal form by County Counsel and reviewed/approved by the Auditor-Controller and Contracts/Purchasing prior to execution.

FINANCING:

This agreement will be funded 100% by federal Medi-Cal funds. DSS will reimburse Health via Auditor/Controller's Inter/Intra fund transfer. The Department is recommending an increase of appropriations and estimated revenues of \$208,687 for Social Services Budget Unit 001-5010-SOC005-8262 in FY 2019-20. The remaining about of \$405,375 for DSS will be incorporated into the upcoming FY 2020-21 budget cycle.

Prepared by: Becky Cromer, Interim Finance Director, x4404

Becky Cromer for Lori A. Medina
Approved by: Lori A. Medina, Director, x4430

Attachment: Allocation Agreement

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

COUNTY	MONTEREY		
PROJECT TITLE	Medi-Cal Health Enrollment Navigators Project		
PERFORMANCE PERIOD	January 1, 2020	through	June 30, 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 \$614,062.00	SIX HUNDRED FOURTEEN THOUSAND, SIXTY-TWO DOLLARS
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The General and Special Provisions attached are made a part of and incorporated into the Agreement.

COUNTY OF MONTEREY

1000 S. MAIN STREET, STE. 208
SALINAS, CA 93901

**DEPARTMENT OF HEALTH CARE SERVICES
STATE OF CALIFORNIA**

ATTN: HEALTH ENROLLMENT NAVIGATORS SECTION
MEDI-CAL ELIGIBILITY DIVISION
PO BOX 997413, MS 4607
SACRAMENTO, CA 95899-7413

BY (AUTHORIZED SIGNATURE):



PRINTED NAME AND TITLE OF PERSON SIGNING:

DATE SIGNED:

BY (AUTHORIZED SIGNATURE):



PRINTED NAME AND TITLE OF PERSON SIGNING:

Sandra Williams, Division Chief

DATE SIGNED:

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

ALLOCATION AGREEMENT
MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT
County of Monterey
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).

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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).

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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.