ALLOCATION FOR MEDI-CAL RENEWAL ASSISTANCE

State of California – Department of Health Care Services

COUNTY	San Luis Obispo		
PROJECT TITLE	Medi-Cal Renewal Assistance		
PERFORMANCE PERIOD	January 1, 2015	through	December 31, 2016

Under the terms and conditions of this Allocation, the County agrees to complete renewal assistance efforts as described in the project description, and the State of California, through its Director of the Department of Health Care Services pursuant to Senate Bill (SB) 18, Section 1, agrees to fund the County up to the Allocation Amount.

PROJECT DESCRIPTION

The County agrees to provide Medi-Cal renewal assistance, pursuant to SB 18. SB 18 provides counties and community-based organizations (CBOs) funding to assist current Medi-Cal beneficiaries in renewing their coverage in years 2015 and 2016. In compliance with the newly mandated Patient Protection and Affordable Care Act (ACA), the Medi-Cal renewal process and forms have changed. Beneficiaries that had Medi-Cal pre-ACA or are new to Medi-Cal could benefit from renewal assistance. The funds allocated under this allocation shall be used only for Medi-Cal renewal assistance activities and may supplement, but shall not supplant, existing local, state, and foundation funding of county renewal assistance activities.

TOTAL ALLOCATION AMOUNT NOT TO EXCEED	$69,772
The General and Special Provisions attached are made a part of and incorporated into the Allocation.	
San Luis Obispo	**DEPARTMENT OF HEALTH CARE SERVICES STATE OF CALIFORNIA**
County of San Luis Obispo Behavioral Health Department 2191 Johnson Avenue San Luis Obispo, Ca 93401	
BY (AUTHORIZED SIGNATURE):	BY (AUTHORIZED SIGNATURE): Original Signed by Alice Mak
PRINTED NAME AND TITLE OF PERSON SIGNING:	PRINTED NAME AND TITLE OF PERSON SIGNING: Alice Mak, Acting Division Chief
DATE SIGNED:	DATE SIGNED: March 13, 2015

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

AMOUNT OF ALLOCATION $«Allocation_Amount».00		Allocation NUMBER «Allocation_Number»		FUND –		
ADJ. INCREASING ENCUMBERANCE		APPROPRIATION				
ADJ. DECREASING ENCUMBERANCE		FUNCTION				
TOTAL ALLOCATION AMOUNT $«Allocation_Amount».00		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

APPROVED AS TO FORM
AND LEGAL EFFECT
Rita L. Neal, County Counsel
By: _____ 4/8/15
Deputy County Counsel Date

ALLOCATION FOR
MEDI-CAL RENEWAL ASSISTANCE
COUNTY OF SAN LUIS OBISPO
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 Allocation. The County's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan for this Allocation.

General Provisions

A. Definitions

1. The term "Allocation" as used herein means the document 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.

2. The term "County" as used herein means the party described as the County on page one (1) of this Allocation.

3. The term "Allocation Amount" as used herein means the Renewal Assistance Allocation funding authorized by SB 18 funds awarded to the County by the State.

4. 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 Allocation.

5. 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.

6. The term "State" as used herein means the Department of Health Care Services.

7. 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. 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 Allocation.

2. County, and the agents and employees of County, in the performance of this outreach efforts funded through the Allocation, shall act in an independent capacity and not as officers or employees or agents of the State.

3. County shall complete all work in accordance with an approved Work Plan which will be

included in this Allocation as Attachment 2. County agrees to submit in writing any deviation from the attached Work Plan to the State for approval prior to implementation of changes.

4. County shall comply with the provisions of SB 18 and any policies & procedures by DHCS interpreting it.

5. Rights in Data and Reporting: The County agrees that all data and reports produced in the performance of this Allocation 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.

C. Allocation Costs

Subject to the availability of Allocation Amount, the State hereby grants to the County $69,772 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 Allocation.

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

1. To Community Based Organizations (CBOs): County shall disperse at least 90% 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 renewal assistance efforts. 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. The County shall retain no more than 10% of the Allocation Amount for indirect administrative costs, including planning, plan documentation, and other administrative costs.

D. Federal Funding

The full Allocation 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 Allocation does not appropriate sufficient funds for the program, DHCS will not be liable for paying the federal portion to the counties under this Allocation 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 with no liability occurring to DHCS, or offer an amendment to the Allocation to the counties to reflect the reduced amount.

E. Payment Documentation

1. All payment requests must be submitted by the County on a quarterly basis using a completed Renewal Assistance 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
   Renewal Assistance 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. Be certified by the County prior to its submission to DHCS. This certification must be in compliance with current federal certification requirements.

5. Advance payment for the Allocation Amount is not allowed.

QUARTERLY INVOICE, DELIVERABLES, AND PAYMENT SCHEDULE 2015-2016		
DUE DATE OF DELIVERABLES	**COUNTY DELIVERABLES**	**QUARTER FOR INVOICING EXPENDITURES**
03/27/2015	BUDGET PLAN	Invoice for development of Budget Plan
03/27/2015	WORK PLAN	N/A
04/06/2015	INVOICE and PROGRESS REPORT	January, February, March 2015
07/02/2015	INVOICE and PROGRESS REPORT	April, May, June 2015
10/02/2015	INVOICES and PROGRESS REPORT	July, August, September 2015
01/04/2016	ANNUAL BUDGET REPORT, INVOICE, and PROGRESS REPORT	October, November, December 2015
04/04/2016	INVOICE and PROGRESS REPORT	January, February, March 2016
07/05/2016	INVOICE and PROGRESS REPORT	April, May, June 2016
10/03/2016	INVOICE and PROGRESS REPORT	July, August, September 2016
01/02/2017	ANNUAL BUDGET REPORT, INVOICE, and PROGRESS REPORT	October, November, December 2016

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. Counties must also provide a detailed description of planned administrative costs as part of the Budget Plan.

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 renewal assistance activities completed by the County and its contracted CBOs.

Renewal Assistance Quarterly Invoice
County is required to use the Renewal Assistance 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.

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 and at the end of the project, as outlined in the following schedule:

- Due July 15, 2015 – Report period January 1, 2015 through June 30, 2015
- Due July 15, 2016 – Report period July 1, 2015 through June 30, 2016
- Due January 15, 2017 – Report period July 1, 2016 through December 31, 2016

F. Allocation Termination or Withdrawal

1. County may withdraw from the Renewal Assistance 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. Failure by the County to comply with the requirements of the Renewal Assistance program may be cause for terminating all obligations of the State for additional Allocation payments.

G. 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 renewal program funded through this Allocation.

   i. This action shall result in a 50% reduction of the total Allocation Amount.

H. Hold Harmless

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

I. 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 Allocation 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 Allocation.

3. County agrees to use a generally accepted accounting system.

J. 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.

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 renewal assistance efforts pursuant to this Allocation 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.

M. Disputes

1. County shall continue with the responsibilities under this Allocation during any dispute.

2. The nonenforcement or other waiver of any provision of this Allocation shall not be construed as a continuing waiver or as a waiver of any other provision of this Allocation.