

ALLOCATION AGREEMENT
MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT
COUNTY OF NAPA

State of California – Department of Health Care Services

COUNTY	Napa County		
PROJECT TITLE	Medi-Cal Health Enrollment Navigators Project		
SERVICE TERM	Agreement date: October 1, 2022	through	End of implementation date: June 30, 2025
CLOSE OUT TERM	Close out start date: N/A	through	Close out term date: N/A

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 SB 154 (Chapter 43, Statutes of 2022), 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 SB 154, 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 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 and alternative formats when necessary or when requested by the individual to ensure effective communication.

TOTAL ALLOCATION AMOUNT NOT TO EXCEED: \$620,000	SIX HUNDRED TWENTY THOUSAND DOLLARS.
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The General and Special Provisions attached are made a part of and incorporated into the Agreement.

NAPA COUNTY	DEPARTMENT OF HEALTH CARE SERVICES STATE OF CALIFORNIA
2751 NAPA VALLEY CORPORATE DRIVE NAPA CA, 94558	ATTN: HEALTH ENROLLMENT NAVIGATORS SECTION MEDI-CAL ELIGIBILITY DIVISION PO BOX 997417, MS 4607 SACRAMENTO, CA 95899-7417
BY (AUTHORIZED SIGNATURE): ✍	BY (AUTHORIZED SIGNATURE): ✍
PRINTED NAME AND TITLE OF PERSON SIGNING:	PRINTED NAME AND TITLE OF PERSON SIGNING: Sandra Williams, Division Chief
DATE SIGNED:	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
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TERMS AND CONDITIONS OF ALLOCATION AMOUNT

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 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 in compliance with applicable laws.
3. Project partner agrees to attend monthly meetings with their assigned analyst or designated Navigators Project staff.

General Provisions

A. Definitions

- A. The term “Allocation” as used herein means the Health Navigators Allocation funding authorized by SB 154 (Chapter 43, Statutes of 2022).
- 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 (Attachment 2) within the Service Term 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 “Service Term” as used herein means the period of time that the partner has to conduct the approved activities outlined in the work plan (Attachment 2).
- F. The term "Project Representative" as used herein means the person authorized by the County to be responsible for the Allocation Amount and is capable of making daily management decisions.

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- G. The term “State” as used herein means the Department of Health Care Services.
- H. Project Partner – A qualified County or Community-Based Organization selected to enter into an agreement with DHCS to provide services and to comply with the terms and conditions set forth in the Allocation Agreement.
- I. The “Closeout Term” as used herein means administrative activities of this Agreement to closeout or wind down all administrative Health Navigator Project activities engaged in after the end of the Service Term Period stated on page one.
- J. Regular Office Hours - as used herein means the hours between 8:00AM and 5:00PM on all state business days.

B. Allocation Execution

- 1. County agrees to complete the corresponding activities in accordance with the time of the Service Term and Closeout Term, and under the terms and conditions of this Agreement.
- 2. County shall comply with the provisions of SB 154.
- 3. County shall begin implementation once this agreement has been signed by the County and countersigned by DHCS. Any implementation completed prior to the execution date will not be reimbursed.
- 4. County agrees to submit in writing any deviation from the Work Plan (Attachment 2) 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 County: County shall disperse any amount of the Allocation Amount that the County deems appropriate. County may subcontract with one or more other community-based organizations to perform the activities identified in the approved Work Plan, Attachment 2. The State recommends, but does not require, the County 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 of the uninsured, targeted populations. The County is not required to immediately contract with CBOs in light of the timelines the contracting processes may

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necessitate. However, the County will need to demonstrate its contracting progress with CBOs through required reporting activities.

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 Agreement.

D. Payment Documentation

1. All payment requests must be submitted by the County to the State, 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 and Deliverables Deadline Bulletin (2022-005).
 - a. Budget Plan, Attachment 1
 - b. Work Plan, Attachment 2
 - c. Navigators Project Quarterly Invoice, Attachment 3
 - d. Monthly Data Report, Attachment 4
 - e. Quarterly Progress Report, Attachment 5

In very limited circumstances, DHCS may approve a different submission schedule for an individual County outside of what is listed in the Quarterly Invoice and Deliverables Deadline Bulletin (2022-005). In order for this change to be approved for the submission of the documents listed in Section D, 1a, 1b, and 1c (listed above), this change must be agreed to, in writing, by both County and DHCS prior to enactment of this change in schedule.

2. County shall submit all documentation to the State for Allocation completion within the Closeout Term as shown on page one (1).
3. Payments to the County shall be on a costs incurred basis. Expenses on the quarterly invoice must include activities performed during the billing period.
4. The County must meet the requirements of this Allocation Agreement, including the terms of all of its referenced Attachments, in order to receive approved Allocation payments from the State. If the County fails to meet such requirements or exhibit deficiencies in the performance of this Agreement, the State may withhold partial or full Allocation payments. See also section F. Loss of Allocation Amount below for more information.
5. Payment will be issued by the State upon the accurate, complete, and timely submission, in accordance with the submission schedule outlined in the Quarterly Invoice and Deliverables Deadline Bulletin (2022-005), of the following documents:
 - a. Monthly Data Report Attachment 4
 - b. A complete Navigators Project Invoice Attachment 3
 - c. A complete Quarterly Progress Report Attachment 5

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Budget Plan Attachment 1

County is required to use the Budget Plan, Attachment 1 to identify all line items of expenditure for each fiscal year of the project. DHCS provides approval of this initial Budget Plan upon DHCS countersignature of the Budget Plan. Upon completion of a fiscal year, County must submit a new proposed Budget Plan by July 31 that identifies estimated expenditures for the current and subsequent fiscal years.

If the County needs to adjust line-item expenditures, County can unilaterally shift less than five percent (5%) of funding between one or more line-item amounts within the Non-Personnel – Direct Costs section and/or the Personnel Staff section. Any adjustment resulting in a change that exceeds five percent (5%) of any singular line item from the most recently approved Budget Plan requires DHCS approval prior to enacting this change. Any proposed revisions to the Budget Plan by County must be submitted to DHCS in writing. DHCS has up to thirty (30) calendar days to review and provide response of approval or denial of the request.

Work Plan Attachment 2

County is required to use the Work Plan, Attachment 2. As outlined in the Quarterly Invoice, a Work Plan must be submitted to, and approved by, DHCS in order to receive the quarterly payment. The Work Plan shall include strategies and time-frames for outreach, enrollment, and retention activities completed by the County and its contracted CBOs. Any proposed revisions to the Work Plan by County must be submitted to DHCS in writing. DHCS has up to thirty (30) calendar days to provide a response of approval or denial of the request.

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 Invoice and Deliverables Deadline Bulletin (2022-005). The invoice must be accurate and complete and include detailed budget activity and expenditures for the specific quarter. The expenditures identified in the invoice must be supported by all appropriate documents (such as receipts, proof of payment, time sheets, etc.) to substantiate that payment was made and is eligible for reimbursement of allowable expenditures. DHCS will issue an Invoice Dispute Notification form (STD 209) if the County has submitted an invoice for payment, but has not submitted any or all of the following items:

- Monthly Data Report (for the corresponding quarter being billed)
- Quarterly Progress Report (for the corresponding quarter being billed)
- Budget Plan due to entering a new fiscal year
- Budget Plan for a shift equal to or greater than five percent (5%)

As outlined in Bulletin 2020-003 Instructions for Submitting Quarterly Invoice and Progress Report an initial payment is permissible. In order for DHCS to consider approval of an initial payment request, the County is required to have a DHCS-approved Budget Plan, submit a prospectus invoice (on the Navigators Project Quarterly Invoice, Attachment 3 form) identifying anticipated expenditures, and provide a narrative explaining why these

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funds are needed and the work expected to be performed. Once submitted, DHCS will provide notice within two (2) weeks if the request has been approved.

All initial payment requests cannot exceed twenty-five percent (25%) of the current fiscal year's budget. If a subsequent initial payment is requested, the County must provide proof of funds expenditure via the quarterly invoice process. All subsequent initial payments require full utilization before another initial payment will be considered for the requested amount; otherwise, the subsequent initial payment request will be reduced by the unexpended amount (the difference between what was paid and what expended in the approved quarterly invoice.).

If an invoice payment is withheld, the County will need to provide the information and/or report(s) identified by DHCS to remediate the deficiency before DHCS will authorize payment.

Monthly Data Report Attachment 4

County is required to use the Monthly Data Report, Attachment 4, or other reporting method as directed by the State. The County is required to submit accurate and complete monthly updates on a timely basis, for specific data points, as defined on the Monthly Data Report Template, regarding the Health Navigators Project, which the State will review and subsequently publish for public consumption. Each Monthly Data Report must include (at a minimum) the following pieces of data for every individual submitted as either enrolled or retained on the "Enrollment and Retention Rpt" tab:

- Full name (first and last)
- Date of birth
- Social Security Number and/or Client Identification Number
- Identify status as either enrolled or retained
- At least one or more of the 11 identified Target Populations

Each Monthly Data Report must also include updates to the following self-reported data points on the "Aggregate Data Reporting" tab:

- DP 1: Enrolled
- DP 2: Retained
- DP 3: Direct Outreach
- DP 4: Media Outreach
- DP 5: Assisted with Application
- DP 6: Assisted with Accessing & Utilizing Health Care Services
- DP 7: Assisted with Troubleshooting
- DP 8: Assisted with Redetermination

Failure to submit complete and accurate reports on a timely basis, in accordance with the submission schedule outlined in the Quarterly Invoice and Deliverables Deadline Bulletin (2022-005), may result in withheld payments and an invoice dispute issued to the County. Payments will be issued once the complete Monthly Data Report is provided to DHCS.

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Quarterly Progress Report Attachment 5

County is required to submit a Quarterly Progress Report, Attachment 5 according to the Quarterly Invoice and Deliverables Deadline Bulletin (2022-005). Quarterly Progress reports will be required starting with the first 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. Failure to submit complete and accurate reports on a timely basis, in accordance with the submission schedule outlined in the Quarterly Invoice and Deliverables Deadline Bulletin (2022-005), may result in withheld payments and an invoice dispute issued to the County. Payments will be issued once the complete Quarterly Progress Report is provided to DHCS.

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 its 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 execution of the Allocation Amount. After the execution of the Allocation Amount, 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 termination of all obligations of the State under this Allocation Agreement and for any additional Allocation payments.

Upon termination or withdrawal from participation, the County must return all unspent allocated funds to the State.

F. Loss of Allocation Amount

The County may be subject to partial or full loss of the approved Allocation Amount if any of the following occurs, including but not limited to:

1. The County fails, without good cause, to return a signed Agreement to DHCS within sixty (60) days of receipt of the Agreement.
2. The County fails, without good cause, to produce satisfactory invoices and deliverables as outlined in the Quarterly Invoice and Deliverables Deadline Bulletin (2022-005).
3. The County fails, without good cause, to meet a satisfactory participation rate as proposed on their work plan.
4. The County withdraws from the Allocation Agreement.

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5. A County fails to submit a timely and satisfactory Corrective Action Plan (CAP), when applicable. Such an action shall result in a fifty percent (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 the 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 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 expenditures of the Allocation Amount 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 (3) years following the termination or completion of the Allocation Agreement.
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. Audits

1. Allocations are subject to audits by the State for three (3) years following the final payment of the Allocation Amount. The purpose of such audits is to verify that expenditures of the Allocation Amount were properly documented. County will be contacted at least thirty (30) days in advance of an audit.
2. Audits will include all books, papers, accounts, documents, or other records of the County as they relate to the Allocation for which the State authorized the Allocation Amount. The County shall ensure that the Allocation Amount records, including the sources, documents and cancelled warrants, are readily available to the State.

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3. County must also provide an employee having knowledge of the Allocation Amount 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 Amount records must be retained for at least one (1) year following an audit or final disputed audit findings, whichever is later in time.

J. Nondiscrimination

1. County shall not discriminate against any person on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation 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. County 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.

L. Federal Terms & Conditions Attachment 7

1. County shall comply with all requirements and special terms and conditions set forth within the Federal Terms and Conditions that all individuals receiving Title XIX must adhere to. Such Federal Terms and Conditions are attached hereto as Attachment 7 and fully incorporated herein by reference.

**APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL**

BY: _____

Deputy County Counsel

DATE: January 6, 2023