



# RESOLUTION NO. 20-428

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING ACCEPTANCE OF ALLOCATION AGREEMENT IN THE AMOUNT OF \$427,116 IN "MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT" FUNDING FROM THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS)

WHEREAS, AB 74 authorizes DHCS to manage and fund Medi-Cal outreach, enrollment, retention, and troubleshooting services in the State, hereafter called "Navigation Services"; and

WHEREAS, the Department of Social Services applied for and was previously awarded funds in the amount of \$500,000 for the Medi-Cal Health Enrollment Navigators project; and

WHEREAS, the Allocation Agreement was not acted upon by the Board of Supervisors as DHCS placed a hold on the grant program due to potential loss in funding from COVID-19 State budget reductions; and

WHEREAS, the DHCS program was subsequently funded again at a lesser amount which impacted the awarded allocation amount; and

WHEREAS, due to COVID-19 State budget reductions, the revised allocation award amount is now \$427,116 for the period of April 29, 2020 through December 31, 2021.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the revised allocation amount of \$427,116 in Medi-Cal Health Enrollment Navigators Project funding be and hereby is accepted from the California Department of Health Care Services and the Director of Health and Human Services Agency, or his or her designee, is hereby authorized to sign on behalf of County any necessary documents in connection with this award and all amendments thereto, on behalf of the Nevada County.

Funds to be deposited into revenue account: 1589-50105-494-5001/440480

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 13th day of October, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: \_\_\_\_\_



\_\_\_\_\_  
Heidi Hall, Chair

10/13/2020 cc: DSS\*  
AC\*

1. This amendment is entered into between the Department of Health Care Services and the County named below:  
County of Nevada
2. Performance Period: April 29, 2020 through December 31, 2021
3. Prior Agreement Amount: \$500,000
4. Amendment Effective Date: Upon DHCS counter-signature, unless otherwise specified.
5. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Allocation Agreement and incorporated herein. All other terms and conditions not specifically revised by this amendment shall remain the same.
  - I. Purpose of amendment: This Amendment shall be used to increase or decrease the approved Allocation Agreement Budget Plan or to modify the approved Performance Period end date due to approved revisions to the original Work Plan and/or Goals and Objectives. Revisions may be due to the following:
    - a. Modifications to work plan activities due to the impacts of COVID-19 and the need to reassess outreach opportunities.
    - b. Additions or reductions to targeted population(s).
    - c. Addition of new activities due to creative workarounds during the pandemic, such as review of Cal-Fresh in-reach cases.
    - d. Addition of new Community-Based Organization (CBO) partnerships.
    - e. Updates to goals and objectives.
    - f. Revisions to projected enrolled and retained numbers.
    - g. Requests for additional funding due to work plan revisions or other necessary considerations.
  - II. Amended Allocation Agreement Documents:
    - a. Revised Budget Plan – Submit as Budget Plan **A-1**
    - b. Revised Work Plan – Submit as Work Plan **A-2**
    - c. Revised Goals and Objectives – Include in revised Work Plan **A-2**.
  - III. Changes made in this amendment must be made as **bold** and underline for new additions, while deletions must be made as ~~strikethrough text (i.e. strike)~~.

<b>REVISED ALLOCATION AMOUNT NOT TO EXCEED \$427,116</b>	FOUR HUNDRED TWENTY-SEVEN THOUSAND, ONE HUNDRED SIXTEEN DOLLARS
--	---

The General and Special Provisions attached are made a part of and incorporated into the Agreement.

<b>COUNTY OF NEVADA</b>	<b>DEPARTMENT OF HEALTH CARE SERVICES STATE OF CALIFORNIA</b>
-------------------------	---

950 MAIDU AVE NEVADA CITY, CA 95959	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: Ryan Gruver, Director of Health and Human Services Agency	PRINTED NAME AND TITLE OF PERSON SIGNING: Sandra Williams, Division Chief
--	--

DATE SIGNED:	DATE SIGNED:
--------------	--------------

## 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 (Chapter 23, Statutes of 2019).
- B. The term "Agreement" as used herein means an allocation agreement between the State and County specifying the payment of an 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).

**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 (Chapter 23, Statutes of 2019).
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 the 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 Agreement.

**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 A-1  
Work Plan, Attachment A-2  
Navigators Project Quarterly Invoice, Attachment 3  
Navigators Project Data Report, Attachment 4  
Quarterly Progress Report, Attachment A-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).

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

<b>QUARTERLY INVOICE, DELIVERABLES AND PAYMENT SCHEDULE 2019 / 2020 / 2021</b>				
<b>DUE DATE OF DELIVERABLES</b>	<b>COUNTY DELIVERABLES</b>	<b>QUARTERLY PERFORMANCE PERIOD</b>	<b>DHCS REVIEW DEADLINE</b>	<b>*ESTIMATED COMPLETION DATE</b>
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 <sup>ST</sup> 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 <sup>ND</sup> 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 <sup>RD</sup> 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.

**Budget Plan Attachment A-1**

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

**Work Plan Attachment A-2**

County is required to use the Work Plan, Attachment **A-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 timeframes 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 A-5**

County is required to submit a Quarterly Progress Report, Attachment **A-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 closeout 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 partial or full loss of the approved Allocation Amount allocated due 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 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 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 for 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 audits 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. 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 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.