



DEPARTMENT OF HEALTH & HUMAN SERVICES

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ADMINISTRATION FOR CHILDREN AND FAMILIES  
370 L'Enfant Promenade, S.W.  
Washington, D.C. 20447

Ms. Thuan Nguyen  
Chief, Refugee Programs Branch  
Department of Social Services  
744 P Street  
Sacramento, CA 95814

MAR 20 2008

Dear Ms. Thuan Nguyen:

We are pleased to inform you that the revised Federal Fiscal Year 2007/2008 State Plan for the California Refugee Resettlement Program is approved. We find it acceptable under the current ORR regulations at 45 CFR Part 400.

This State Plan approval authorizes California's continued medical screening program funded by refugee medical assistance (RMA) for newly arriving refugees in accordance with ORR regulations at 45 CFR § 400.107. This approval authorizes reimbursement of RMA funds for initial health screenings performed during the first 90 days after a refugee's arrival in the U.S., even if the refugee is subsequently determined eligible for California's Medi-Cal program.

We appreciate the significant amount of work that you and your staff have done over the years to help refugees resettle successfully in California. We look forward to continuing our partnership with the California refugee program.

If you have further questions, please contact Pam Green-Smith at (202) 401-4531.

Sincerely,

A handwritten signature in black ink, which appears to read "D. H. Siegel", is written over the typed name and title.

David H. Siegel  
Acting Director  
Office of Refugee Resettlement

cc: Laura Hardcastle, State Refugee Health Coordinator

**DEPARTMENT OF SOCIAL SERVICES**

744 P Street, Sacramento, CA 95814



October 29, 2007

Brent Orrell, Acting Director  
Office of Refugee Resettlement  
Administration for Children and Families  
Department of Health and Human Services  
370 L' Enfant Promenade, SW  
Washington, D.C. 20447

Dear Mr. Orrell:

Enclosed is the California State Plan for Refugee Assistance and Services for Federal Fiscal Year 2007/2008.

California's State Plan for 2007/08 makes clarifying changes, such as restating and reinforcing the oversight responsibilities of the State Coordinator for refugee cash assistance, social services, and medical assistance, and eliminating the term "entrant" as it pertains to cash assistance and/or medical assistance. The State Plan also reflects changes resulting from the July 1, 2007 reorganization of the former California Department of Health Services into two new departments, the California Department of Health Care Services and the California Department of Public Health. We have attached the fully executed Interagency Agreement between these two departments, who share responsibility for medical assistance services to refugees. In accordance with Office of Refugee Resettlement (ORR) direction, the State Plan has been simplified and descriptions of discretionary programs have been deleted. There has been no substantial change to the program.

Finally, as a result of input provided by ORR staff on the draft of the plan, there are a few areas pertaining to medical assistance that require additional information and/or clarification. These items do not alter the substance nor change the content of the plan, and we have been given permission by ORR staff to forward them as replacement pages as soon as they are available.

If you have any questions, please feel free to contact me or Janet Sandlin of the Refugee Policy Unit at (916) 654-4356.

Sincerely,

*Janet Sandlin*  
for THUAN NGUYEN, Chief  
Refugee Programs Bureau

Enclosure

c: Connie Combs, Office of Refugee Resettlement  
Laura Hardcastle, California Department of Public Health  
Bill Walsh, California Department of Health Care Services

CALIFORNIA STATE PLAN  
FOR  
REFUGEE  
ASSISTANCE AND SERVICES

Federal Fiscal Year 2007/08

*Prepared by*

Refugee Programs Bureau  
California Department of Social Services

*For*

Office of Refugee Resettlement  
Administration for Children and Families  
United States Department of Health and Human Services

State of California  
Arnold Schwarzenegger, Governor

## TABLE OF CONTENTS

	Page
I. <u>ADMINISTRATION</u> .....	1
A. Designations of Authority, Administrative Operations, and Eligibility ...	1-6
B. Organization, Interface, and Oversight in Refugee Resettlement .....	6-13
C. Assurances .....	13-14
II. <u>ASSISTANCE AND SERVICES</u> .....	15
A. Cash and Medical Assistance Programs .....	15-24
B. Employment Services .....	24-27
C. Support of MAAs .....	27
III. <u>PANDEMIC INFLUENZA PLANNING</u> .....	28-30
IV. <u>SUBMISSION OF THE STATE PLAN</u> .....	31
V. <u>EXHIBITS</u>	
Exhibit A -- Interagency Agreement Between the State Departments of Public Health and Health Care Services	
Exhibit B -- Refugee Health Assessment Instrument	
Exhibit C -- State Department of Social Services Regulations Citations	
Exhibit D -- Medi-Cal Eligibility Procedures Manual Articles	
Exhibit E -- Pandemic Flu Continuity of Operations Plan	
Exhibit F -- Acronyms	

## SECTION I

### ADMINISTRATION

#### A. Designations of Authority, Administrative Operations, and Eligibility

1. The California Department of Social Services (CDSS) has been designated by the Governor of the State of California to be the agency responsible for the development of the State Plan for Refugee Assistance and Services, and for the administration of the plan pursuant to 45 Code of Federal Regulations (CFR) Section 400.5.
2. The Director of CDSS has been designated as the State Coordinator and has the authority to ensure coordination of public and private resources for refugee resettlement in the State of California. However, Catholic Charities, Diocese of San Diego, operates a Wilson/Fish Program, as a direct grantee of the federal Office of Refugee Resettlement (ORR). The Wilson/Fish Program provides cash assistance and employment services to newly arriving refugees in San Diego County. The description of the Wilson/Fish Program is excluded from the State Plan because it is not subject to State supervision; however, program staff participate in state and county forums convened by CDSS.
3. The Director of CDSS has established the Refugee Programs Bureau (RPB) to provide day-to-day administrative and operational oversight for California's Refugee Resettlement Program (RRP).
4. While the CDSS State Refugee Coordinator has responsibility for the overall provision and oversight of RRP benefits and services statewide, the California Department of Public Health (CDPH) and the California Department of Health Care Services (CDHCS) have responsibility for the operational administration of the medical assistance portion of RRP. ORR granted approval on March 29, 1988, for the transfer of this responsibility from CDSS to the then-entitled California Department of Health Services, which reorganized effective July 1, 2007 and split into two departments--CDPH and CDHCS.

CDPH is the recipient of the Refugee Medical Assistance (RMA) grant, which funds health assessment services and the provision of medical care services administered by CDHCS. The interagency agreement between CDPH and CDHCS defining the scope of work, budget detail, and general terms and provisions for these two

departments has been attached to this State Plan as Exhibit A. CDPH acts as an independent liaison with ORR on refugee health program matters, and coordinates refugee health services in California.

5. The State Coordinator:

- Maintains a single State Plan for Refugee Assistance and Services, which includes information on medical benefits to refugees.
- Submits to ORR required performance reports which include refugee health program information.
- Ensures CDPH and local health program representation on the State Advisory Council (SAC) on Refugee Assistance and Services.
- Shares information with CDPH on refugee arrivals to California.
- Obtains information on aided refugees from the CDHCS Medi-Cal Eligibility Data System (MEDS).

CDSS, CDPH, and CDHCS coordinate on the above activities and meet as needed to exchange information and discuss issues affecting California's refugee program.

6. RRP in California is state-supervised and county-administered. State Law (Welfare and Institutions [W&I] Code Section 10800) makes the administration of public social services a county function, with the administrative responsibility placed upon the County Boards of Supervisors.

CDSS issues regulations, guidelines, and policy directives to counties regarding RRP in California. For counties that receive Refugee Social Services (RSS) and Targeted Assistance (TA) monies, CDSS requires a plan from the counties that describes the services to be provided to refugees and the use of RRP funds. The plan must be approved by the County Boards of Supervisors. To prepare the county plan, the County Board of Supervisors is required by State Law (W&I Code Section 13277) to design a county planning process that facilitates refugee participation and public input. The plan, at a minimum, must address how services will be delivered to refugees receiving aid in the county and provide for priority consideration for funding refugee community-based organizations (CBOs) if they demonstrate the capacity to

implement the proposed programs.

Counties receiving RSS and TA monies designate a County Refugee Coordinator (CRC) who is responsible for planning and implementing strategies to operate the county refugee program. Quarterly meetings are held between the CRCs and CDSS to coordinate refugee issues. Also, a representative from the CRCs, selected by his or her peers, is a member of SAC and provides CDSS with input on refugee program policy issues.

7. CDSS, CDPH, CDHCS, and the counties that receive RSS, TA, and/or Refugee Medical Assistance (RMA) monies perform monitoring activities to ensure that the administration and operation of the RRP in California is consistent with applicable federal and California laws, regulations, and policies. Those monitoring activities are described below.

- a. State Monitoring

CDSS, CDPH, and CDHCS all perform county monitoring activities. CDSS monitors the Refugee Cash Assistance (RCA), RSS, and TA programs; CDPH monitors the RMA-funded health assessment programs, and CDHCS monitors the RMA Program. The monitoring activity for each program is conducted separately. CDSS conducts case reviews of RCA cases on-site at the county welfare department (CWD). For the RSS and TA programs, CDSS monitors by reviewing county performance reports and county monitoring reports submitted by the county agency designated by the County Board of Supervisors to administer the programs. For RMA-funded health assessments, CDPH conducts on-site reviews of local public health programs, reviews semi-annual progress reports submitted by local programs, and reviews monthly data captured from the Refugee Health Electronic Information System (RHEIS). CDHCS conducts reviews of RMA cases at the CWD.

CDSS, CDPH, and CDHCS notify each other of monitoring schedules, review findings, and corrective action plans.

- RCA Program

CDSS is required by federal RRP regulations to conduct an annual monitoring of county RCA programs. The monitoring is accomplished

through a review of randomly selected RCA case files to determine if the county:

- 1) Is serving only members of eligible target groups;
- 2) Requires and maintains proper verification of a recipient's immigration status;
- 3) Is adequately informing recipients of their rights and responsibilities while in the program;
- 4) Has standard procedures to calculate RCA grant amounts and determine overpayments and underpayments;
- 5) Follows required good cause determination, compliance, and sanctioning procedures when recipients fail or refuse to meet RCA requirements; and,
- 6) Provides adequate and timely notices of action (NOA) to inform individuals that their RCA is being granted, denied, reduced, suspended, or terminated.

After completing an RCA program review, CDSS staff prepare a report on findings, which is presented to the county. If significant problems were identified during a review, the report specifies the problems that were found and the steps that the county must take to remedy the problems and prevent them from recurring. Information regarding county reviews, findings, and CDSS' responses and activities are provided to ORR in required Performance and Progress Reports.

- RSS and TA Programs

CDSS ensures that county refugee activities conducted with RSS and TA funds comply with applicable RRP requirements. To fulfill that responsibility, CDSS requires each RSS and TA-funded county to submit reports regarding the performance of its RSS and/or TA programs. CDSS staff review these reports and, if problems are noted, contact the county to discuss their concerns and provide technical assistance, as needed, to resolve the

problems. The reports, which contain information on CDSS analysis, technical assistance provided, and follow-up activities, are forwarded to ORR.

CDSS will conduct annual reviews of selected service providers to ensure services are being provided in compliance with RSS and TA guidelines and that progress is being made toward the goal of refugee self-sufficiency. CDSS will conduct annual reviews of selected service providers to ensure services are being provided in compliance with RSS and TA guidelines. In order to assist service providers in setting and meeting performance goals, CDSS works with counties to set yearly performance goals on the Annual Outcome Goal Plan (AOGP). The AOGP has been incorporated into the annual certification process of county plans to ensure that it is an integral part of the county refugee program planning process. CDSS provides ongoing training and technical assistance to counties on completing the AOGP, including setting adequate performance goals, and reporting accurate data. When county RSS and TA reviews indicate that a service provider is not meeting contracted performance goals, CDSS follows up with the county in order to ensure that corrective action is taken.

- RMA Program

CDHCS staff conduct annual RMA case monitoring on a sample basis in counties with the largest RMA populations. Monitoring results are provided to CDPH, ORR, the counties reviewed, and CDSS.

CDPH conducts on-site reviews of local public health programs, reviews semi-annual progress reports submitted by local programs, and reviews monthly data captured from RHEIS to monitor program performance.

- b. County Monitoring of RSS and TA Programs

CDSS requires that counties conduct reviews of their service providers on an annual basis. If counties identify any program deficiencies during their program reviews, they must take corrective action to remedy them. Counties must also send copies of their monitoring reports to CDSS. CDSS staff follow up with the county on any corrective action that it must take in regard to problems that are identified during the annual review.

Note: Eligibility for the refugee program in California includes refugees, asylees, Cuban/Haitian Entrants, certain Amerasians from Vietnam, victims of a severe form of human trafficking who receive certification or eligibility letters from ORR, and eligible family members of certified trafficking victims. The term "refugee" used in this plan is intended to encompass all groups of individuals listed above.

## B. Organization, Interface, and Oversight in Refugee Resettlement

### 1. State Organizations

#### a. Health and Human Services Agency (HHS)

HHS oversees numerous state organizations that provide needy Californians with basic health, employment, rehabilitation, and welfare services. The Departments within HHS are: Aging, Alcohol and Drug Programs, Child Support Services, Developmental Services, CDPH, CDHCS, Mental Health, Rehabilitation, CDSS, Emergency Medical Services Authority, Managed Risk Medical Insurance Board, the Office of Statewide Health Planning and Development, and the Office of Systems Integration. The HHS Secretary reports to the Governor on major program policy issues in the health and welfare areas.

#### b. CDSS

CDSS coordinates with a number of other State Departments to carry out the California State Plan for Refugee Assistance and Services. CDSS oversees administration of the refugee resettlement program in California and supervises county administration of RCA and RSS, the California Work Opportunity and Responsibility to Kids (CalWORKs) Program (funded by the Temporary Assistance for Needy Families [TANF] block grant), and the Food Stamp Program. CDSS is also responsible for community care licensing, disability evaluations, and other social services, i.e., child protective services. CDSS' emphasis in all programs is to ensure efficiency, effectiveness, and equity in the delivery of benefits and services at reasonable administrative costs and in a manner that complies with federal and state regulations.

CDSS/RPB, in the Welfare to Work (WTW) Division, administers RRP and the Cuban/Haitian Entrant Program within the pertinent federal guidelines and funding

constraints and the State Plan and has responsibility for managing and coordinating the delivery of benefits and services to eligible refugees. It is RPB's mission to provide state-level leadership and coordination of refugee programs and services to achieve successful refugee resettlement and self-sufficiency, and RPB is committed to continuing California's leadership in the efficient administration of RRP.

c. CDPH

CDPH has been building a foundation to fully support newly-arriving refugees in need of medical attention, acculturation, and language interpretation services to improve their quality of life and promote economic self-sufficiency. To address these needs, CDPH has established the following goals:

- Improve the general health status of the refugee populations in California.
- Prevent and control health problems of public health significance among populations.
- Improve general health services for refugees through follow-up of medical conditions identified in the initial health assessment, health education, and preventive health services emphasizing those health problems that may impede effective resettlement and hinder economic self-sufficiency.
- Promote and facilitate a better understanding of, and access to California's health care system by improving cultural and linguistic competency, and eliminating barriers to utilization and transportation problems common to refugee communities.

Within CDPH, the Refugee Health Section (RHS) administers the Refugee Health Assessment Program pursuant to 45 CFR Section 400.107, which funds refugee-impacted local health jurisdictions to provide comprehensive refugee health assessments (RHAs). The California Refugee Health Assessment (Form CDPH 8418) has been attached to this State Plan as Exhibit B. CDPH also administers the Refugee Preventive Health Discretionary Grant, which funds refugee impacted counties to improve follow up and treatment of chronic health conditions harmful to refugees identified during the post arrival health assessment process.

CDPH, in conjunction with local health jurisdictions, works with voluntary resettlement agencies (VOLAGS) to ensure that refugees receive timely RHAs, medical benefits and necessary health services upon their arrival in California. CDPH and local health jurisdictions work with mutual assistance associations (MAAs), CBOs, refugee forums, and other refugee service providers as part of its outreach effort to ensure that refugees are informed of benefits and services for which they may be eligible. Information is also provided on benefits and services that become available or have changed over time.

d. CDHCS

CDHCS protects and promotes the health status of Californians through the financing and delivery of individual health care services. CDHCS finances and administers a number of individual health care service delivery programs, including the California Medical Assistance Program (Medi-Cal). Medi-Cal is California's Medicaid program. This is a public health insurance program which provides needed health care services for low-income individuals, including families with children, seniors, persons with disabilities, foster care, pregnant women, and low income people with specific diseases such as tuberculosis, breast cancer or HIV/AIDS. Medi-Cal is financed equally by the State and federal government.

Within CDHCS, the Medical Eligibility Division (MED) has responsibility for the administration of the Medi-Cal program, pursuant to the California State Plan for Medical Assistance and Title XIX of the Social Security Act. RMA is administered in conformity with the Medicaid State Plan with the exception of those exemptions required by the Refugee Act of 1980.

e. California Department of Developmental Services (CDDS)

CDDS ensures that quality care is provided to persons with developmental disabilities or mental illnesses who have been admitted to a state hospital.

CDPH, using RRP funds, reimburses CDDS for inpatient costs for time-eligible refugees when those costs are not already covered by other federal or private programs.

f. California Department of Aging (CDA)

CDA administers a broad range of services for seniors 60 years of age and over. This is done through a statewide network of 33 Area Agencies on Aging that coordinate with local agencies to address concerns at the community level. Services include: in-home services to enable seniors to stay at home as long as possible; congregate and home-delivered meals and nutritional instruction; legal services for problems with Medicare, Supplemental Security Income, and consumer fraud; elder abuse protection; case management to link the frail elderly to community services such as transportation and housing assistance; respite care for caregivers; adult day care; senior employment and senior companions, and foster grandparents.

CDSS collaborates with CDA at the State level to bring about awareness of the needs of California's elderly refugees. CDA provides information on services and resources for elderly refugees, which CDSS disseminates to interested organizations and local governments through the RPB website.

g. California Department of Mental Health (CDMH)

CDMH implements and maintains a system for the licensing and certification of facilities, such as psychiatric health and mental health rehabilitation facilities. The CDMH also administers the Pre-Admission Screening and Resident Review Program for appropriateness in the placement of individuals in nursing facilities.

State level coordination between CDSS, CDPH, and CDMH increases awareness and understanding of the special mental health needs of refugees and identifies strategies to reduce barriers to refugee's access to services.

Mental health is essential to the development and acculturation of the refugee population. Therefore, it is important to recognize that the population of people being served: refugees, asylees, victims of severe forms of trafficking, and survivors of torture all have special mental health needs requiring a high degree of cultural competency. Many are faced with language, access, transportation, and cultural barriers in addition to dealing with general mental health conditions such as social adjustment, depression, post traumatic stress disorder, suicide prevention, or the extreme cases, having survived torture.

CDSS has undertaken an effort to increase awareness and understanding of the

special mental health needs of refugees, asylees, survivors of torture, and victims of human trafficking. In this effort, CDSS has worked collaboratively with the Office of Multicultural Services, CDMH, to make it aware of newly arriving refugee populations and their unique needs so that the system may better serve refugees. CDSS coordinates with CDMH and local CRCs to increase the access to mental health services and identify strategies to reduce barriers to service.

h. California Department of Education (CDE)

CDE provides a wide variety of educational services to refugees, including traditional kindergarten through twelfth grade, adult education, English-as-a-Second Language (ESL), and vocational education.

2. Non-State Organizations

Successful refugee resettlement is a collaborative effort requiring the cooperation and coordination of a number of organizations outside of state government. These agencies are as follows:

a. County Welfare Departments (CWDs)

California's welfare programs are supervised by CDSS and administered in the 58 California counties by CWDs. The CWDs accept applications for assistance from refugees, determine eligibility and need, deliver benefits and services, and make referrals to other agencies and providers, when appropriate. Allowable RRP services include cash assistance, medical assistance, and county social services. CWDs may also provide RSS and TA services to refugees directly or through subcontracts, if they are the agencies designated by the County Board of Supervisors to administer RRP funds. In addition, most CRCs are employed by CWDs.

b. Employment Services Providers

Providers of RSS and TA services are selected by the counties on a competitive contract bid basis. The public and private non-profit providers that are awarded contracts accept referrals for services from the county and provide services based on a Family Self-sufficiency Plan.

c. VOLAGS

VOLAGs provide resettlement services within the first 90 days of arrival, including the following core services: pre-arrival services, reception services, counseling, health referrals, and employment services. Each VOLAG provides a variety of optional services beyond these core services as the individual agency's ability permits.

Catholic Charities and Lutheran Immigration and Refugee Service are the two VOLAGs that ORR recognizes to administer the Unaccompanied Refugee Minor (URM) program. California contracts with Catholic Charities of San Jose to administer the URM program.

d. Private Foundations

A number of philanthropic foundations in California play an active role in refugee resettlement. They fund agencies to provide services and to perform functions for refugees that cannot be funded with public resources. The CDSS attempts to coordinate its activities with these foundations.

3. Stakeholder Groups

Many groups are involved in refugee issues. CDSS meetings with SAC and other groups assist it to comply with the quarterly consultation requirements specified in 45 CFR Section 400.5(h).

a. SAC on Refugee Assistance and Services

Pursuant to the Refugee Act of 1980, SAC was established by CDSS. Members of SAC are representatives from local government, VOLAGs, service providers, other interested private organizations, and individuals who are involved in, or affected by, the refugee resettlement process. To ensure that SAC membership is reflective of the communities it represents, CDSS has implemented the following criteria for selecting members:

- Seven public positions must be filled by individuals who are selected from nominations made by MAAs, VOLAGs, service providers, and other interested organizations or individuals on a statewide basis.

- Eight organizational/agency positions are filled by individuals nominated by the following: California State Refugee Forum; Joint Voluntary Agencies Committee of California (JVCC); Chief, CDPH, Refugee Health Section; County Welfare Directors Association (CWDA); CRCs; local Refugee Health Program Coordinators; RPB; and the Governor's Office.

The public members serve for a term of three years. The organizational/agency members serve at the pleasure of the organization that they represent. SAC meets on a regular basis to analyze critical issues affecting refugees and to develop, adopt, and submit recommendations for addressing significant issues to CDSS. SAC ensures citizen involvement in policy discussions that are crucial to the development of a cost-effective, sensitive, and comprehensive RRP. CDSS keeps SAC informed on current issues affecting refugee resettlement in California and solicits advice from SAC on the administration of RRP.

b. Local Forums on Refugee Affairs

Local forums on refugee affairs have been established in communities with large concentrations of refugees. Membership in these forums consists of CRCs, County Refugee Health Coordinators (CRHCs), and representatives from VOLAGs, MAAs, and other public and private organizations interested in refugee resettlement matters. The mission of the forums is to support efforts that assist refugees in becoming self-reliant, and make them aware of their rights and responsibilities as residents of the United States (U.S.)

Major goals of the local forums include the following: Identify strengths and needs of existing and proposed programs for refugees; coordinate and plan policy development; assess the resettlement needs of California's refugee population; and, obtain funds for effective programs to address areas of need.

c. JVCC

The membership of JVCC is comprised of representatives from each VOLAG in California. JVCC coordinates with community and local officials on refugee resettlement matters.

#### 4. CDSS Communications with Agencies and Refugees

CDSS uses the methods described below to communicate with program stakeholders:

- Informs CWDs of program or policy changes through All County Letters (ACLs) and All-County Information Notices (ACINs). These documents, which are subject to a formal review and approval process, transmit information with appropriate references and background data. The ACLs and ACINs that relate to refugees are also sent to CRCs.
- Informs CRCs of refugee arrivals, refugee grant allocations, funding opportunities, and other RRP information through Refugee Coordinator Letters.
- Informs MAAs of general RRP information through e-mails.
- Maintains a website to disseminate refugee program information, policies, and procedures to refugee services partners and the general public.

Public and private agencies, refugees, and the general public communicate with CDSS through various means. Both RPB and the CDSS Public Inquiry and Response Unit receive and respond to correspondence and telephone inquiries.

CDSS and CDPH routinely share information, refer inquiries and requests for information as appropriate, include key staff on mailing lists for stakeholder meetings, correspondence, and policy dissemination, and generally keep a close working relationship among all relevant entities of both departments, creating an ongoing interface in all areas of respective responsibility.

#### C. Assurances

1. Pursuant to 45 CFR Section 400.5 (h) (i), which specifies the contents of the State Plan, CDSS assures that it will:
  - a. Comply with the provisions of Title IV of the Immigration and Nationality Act of 1952, as amended, and official issuances of the Director, ORR.
  - b. Meet the requirements of 45 CFR Part 400.

- c. Comply with all other applicable federal statutes and regulations in effect during the time CDSS is receiving grant funding.
  - d. Amend the State Plan as necessary to comply with standards, goals, and priorities established by the Director, ORR:
2. CDSS assures, as specified under 45 CFR Section 400.5(g), that assistance and services funded under the plan will be provided to refugees without regard to race, religion, nationality, sex, or political opinion.
  3. CDSS assures, as specified under 45 CFR Section 400.5(h), that unless exempted by the Director, ORR, it will convene meetings not less often than quarterly with representatives of: 1) local affiliates of VOLAGs; 2) local community service agencies and other agencies that serve refugees; and 3) State and local governments to plan and coordinate the appropriate placement of refugees in advance of their arrival.
  4. CDSS assures, as specified under 45 CFR Section 400.145(c), that women have the same opportunities as men to participate in all services, including job placement services.
  5. CDSS assures fair and equitable mediation/conciliation procedures as required by a California court decision, Dang, et al. v. McMahon, et al. The process for non-compliance includes good cause determination by the CWD within ten days of notification. If no good cause exists, the CWD will develop a compliance plan to correct the non-participation and bring the individual into compliance. If compliance is reached, no sanctions are invoked. If the individual fails/refuses to participate, the CWD shall provide a notice to the refugee at least ten days prior to invoking sanctions.
  6. CDSS assures that the hearings standards and procedures as set forth in 45 CFR Section 400.54 will also be used for RCA.
  7. CDSS assures that it will comply with 45 CFR Part 401 – Cuban/Haitian Entrant Program requirements.

## SECTION II

### ASSISTANCE AND SERVICES

#### A. Cash and Medical Assistance Programs and Services

##### 1. Cash Assistance

Eligible refugees may receive cash assistance benefits through the CDSS-supervised RCA, URM, and CalWORKs programs; the federally-administered Supplemental Security Income/State Supplementary Payment (SSI/SSP) program; and the county-administered General Assistance/General Relief (GA/GR) program. Eligible refugees may also receive Food Stamp benefits. Eligibility for the RCA and URM programs is determined pursuant to requirements contained in 45 CFR Parts 400 and 401. Eligibility for CalWORKs, SSI/SSP, and Food Stamp benefits is determined for refugees in the same manner as that for nonrefugees. The following is a brief description of these cash assistance programs.

##### a. CalWORKs

Refugees who meet eligibility criteria for the CalWORKs program are provided time-limited cash aid and services such as employment services, skills training, adult basic education, child care, vocational assessments, mental health, substance abuse, and domestic violence services.

##### b. SSI/SSP

This combined federal/state program provides financial assistance to eligible aged, blind, or disabled recipients. The SSI portion of the grant is federally-funded under Title XVI of the Social Security Act; the SSP portion is funded by the State. The federal Social Security Administration is responsible for determining eligibility, computing grants, and disbursing the combined federal/state payment.

For those refugees who are subject to the time limit on SSI and the requirement to become a U.S. citizen, California has developed the Cash Assistance Program for Immigrants (CAPI). CAPI is a state-operated program that provides cash assistance to immigrants, including refugees, who are otherwise eligible for

SSI/SSP, but are denied or discontinued SSI/SSP solely due to their immigration status.

c. RCA

The RCA program provides cash assistance to eligible refugees for a maximum period of eight months. The program is limited to refugees who have been determined to be ineligible for the CalWORKs or SSI/SSP programs.

CDSS adopted regulations necessary to align the RCA program with the CalWORKs program with respect to the determination of eligibility and the benefit level.

Pursuant to 45 CFR Section 400.75, as a condition of RCA eligibility, the client, unless exempt, must: 1) work and/or participate in employment and training services that are designed to assist refugees in becoming employed; 2) go to job interviews as directed; and 3) accept any appropriate employment offer. These mandatory participation requirements, specified in CDSS' Manual of Policies and Procedures (MPP), Section 69-207, are explained to the client by the CWD during program orientation.

At intake, the CWD informs the client of available employment and training services and supportive services (i.e., assistance with transportation and work-related expenses). The client is then assessed for employment and training services by either the CWD or a contracted service provider. Employment and training services generally are provided by local service providers that have the language and cultural skills to provide effective services to refugees. These providers are required to report to the CWD client's failures to participate or to accept appropriate employment. If good cause is not found for non-participation, the CWD works with the client through the development of a compliance plan. If the non-participation continues, the CWD imposes financial sanctions on the client.

Service providers providing case management and employment training services employ staff who are culturally-and-linguistically-proficient so that they are able to meet the needs of their limited-English proficient refugee clientele. Through arrivals data provided by the U.S. Department of State and disseminated by RPB, counties are able to plan for the number of refugees that are resettled in

their particular county. To assist in complying with language requirements in 45 CFR Section 400.55, California uses this data to identify the languages of incoming refugees.

In addition, California has provided guidance through Section 21-115 of California's MPP ("Civil Rights Nondiscrimination in Federally Assisted Programs, Title VI Civil Rights Act of 1964") to ensure nondiscrimination of Limited English Proficient (LEP) persons. It has always been the policy that the language of the individual is recorded in the case file. In those instances where service provider staff is not proficient in the language of a refugee, arrangements are made for interpreter services. As a matter of course, service providers identify resources to implement language access programs and make the necessary arrangement for the refugee to participate in English language training while concurrently participating in employment training services. As needed, interpreters are provided and written materials are translated into a language that the refugee understands. These measures are taken to ensure that LEP persons have meaningful access to benefits and services.

Asylees may receive refugee benefits under the RCA program from the date asylum is granted and not, as in the case of refugees, from the date of entry into the U.S. Adult victims of a severe form of trafficking may receive refugee benefits under the RCA program from the date they are certified as trafficking victims by ORR, or in the case of minors who are trafficking victims, from the date they receive an eligibility letter from ORR.

Eligible family members of certified trafficking victims may receive RCA benefits as follows:

- For an individual who is already present in the U.S. on the date the Derivative T Visa is issued, the date of entry for purposes of benefits and services is the Notice Date on the Form I-797, Notice of Action of approval of the individual's Derivative T Visa.
- For an individual who enters the U.S. on the basis of a Derivative T-Visa, the date of entry for purposes of benefits and services is the date of entry stamped on the individual's passport or I-94 Arrival Record.

## 1) Determination of Initial and On-going Eligibility

The treatment of income and resources for the RCA program follows CalWORKs requirements except that reception and placement cash received by a refugee from a VOLAG may not be considered in determining income eligibility.

Income, generally, is any cash or in-kind benefit that is received by or is reasonably anticipated to be available to, the individual as a result of current or past labor or services, business activities, interests in real or personal property, or as a contribution from persons, organizations, or assistance agencies. To be considered in determining the cash aid payment, income must be reasonably anticipated to be available to the recipient in meeting their needs during the payment period.

Real and personal property are considered for purposes of determining eligibility when they are actually available. Property is also considered when the applicant or recipient has a legal interest in a liquidated sum and has the legal ability to make that sum available for support and maintenance. Limits on property holders have been set high enough so that a person need not be completely destitute to qualify for aid. On the other hand, these limits ensure that persons who own property that is sufficient to provide themselves with the necessities of life do not receive aid intended for those in greater need. In determining eligibility with respect to property, it is necessary to ascertain the purposes for which property is held. A person is eligible if the property he or she owns is held for any one of the following purposes (within certain value limits):

- To provide individuals with a home;
- To provide individuals with income to help meet his needs; or
- To provide individuals with a reserve to meet a future need.

California's RCA program follows CalWORKs quarterly reporting and prospective budgeting process to determine eligibility and grant amounts. The maximum aid payments (MAP) and the minimum basic standard of adequate care (MBSAC) levels are the same as those in the CalWORKs program.

California is divided into two regions for MAP and MBSAC purposes. Region 1 counties have a higher MAP and MBSAC due to the higher cost of living in these counties.

Region 1 Counties	
Alameda	San Luis Obispo
Contra Costa	San Mateo
Los Angeles	Santa Barbara
Marin	Santa Clara
Monterey	Santa Cruz
Napa	Solano
Orange	Sonoma
San Diego	Ventura
San Francisco	

Region 2 Counties		
Alpine	Lake	San Bernardino
Amador	Lassen	San Joaquin
Butte	Madera	Shasta
Calaveras	Mariposa	Sierra
Colusa	Mendocino	Siskiyou
Del Norte	Merced	Stanislaus
El Dorado	Modoc	Sutter
Fresno	Mono	Tehama
Glenn	Nevada	Trinity
Humboldt	Placer	Tulare
Imperial	Plumas	Tuolumne
Inyo	Riverside	Yolo
Kern	Sacramento	Yuba
Kings	San Benito	

The attached Exhibit C is a reference guide to California's MPP sections that pertain to the RRP. The MPP sections can be accessed on-line at: [www.dss.cahwnet.gov](http://www.dss.cahwnet.gov)

2) Mandatory Participant Who Does Not Cooperate in Meeting Program Requirements

If an RCA recipient does not meet the criteria to be exempt from RCA work registration requirements as stated in CDSS MPP Section 69-207.3, and fails to participate in employment and training services, go to a job interview, or accept an appropriate employment offer, the CWD must make a good cause determination. If no good cause exists, the CWD worker prepares a compliance plan that explains what the participant must do to remain eligible for his or her grant. If the recipient fails to fulfill the plan requirements, then the CWD sends a NOA and imposes a sanction.

d. Senate Bill (SB 1569), Chapter 672, Statutes of 2006

SB 1569 established a new state program, effective January 1, 2007, for noncitizen victims of a severe form of human trafficking, domestic violence, or other serious crimes. SB 1569 extends eligibility for benefits and services to these victims equivalent to those benefits and services available to refugees. This population generally has no immigration status, and is 100% state-funded.

e. GA/GR Programs

GA/GR program requirements and benefits vary among California's 58 counties. This program is solely administered at the county level and is funded with county monies. Refugees qualify for GA/GR on the same basis as other residents.

f. URM Program

California's URM Program is operated under direct contract with Catholic Charities of San Jose (CC-SJ). In partnership with a foster family agency in San Francisco, CC-SJ is responsible for providing the required URM services to unaccompanied refugee minors for the State of California.

Pursuant to 45 CFR Section 400.115, W&I Code Section 300, and Probate Code Sections 1500 and 1501, the foster family agency will establish protective legal custody for the child within 30 days of the child's arrival to the location of resettlement. Primary responsibility for the child's welfare is vested in CC-SJ, which ensures that the child receives the full range of child welfare benefits and

services that are provided to non-refugee children in foster care. These services may include foster care maintenance payments, medical assistance, support services, and any services identified as allowable in Titles IV-B (Child Welfare Services) and IV-E (Foster Care) of the Social Security Act.

CC-SJ is responsible for all case planning services, pursuant to 45 CFR Section 400.118. These services will include: initial assessment and development of a service plan; coordination and supervision of the activities listed in the plan; referral to service activities; and selection and placement activities to ensure the appropriate placement of the child. Case planning for the refugee URM will also include: family reunification; orientation, assessment, and counseling to facilitate the adjustment of the child to American culture; health screening and treatment, including provision for medical and dental examinations and all necessary medical and dental treatment; preparation for participation in American society with special emphasis on English language instruction; and occupational as well as cultural training as necessary to facilitate the child's social integration and to prepare the child for independent living and economic self-sufficiency.

The URM Program is provided until the minor is emancipated, reunited with parent(s), or united with a nonparental adult who is granted legal custody or guardianship under California law. In California, emancipation occurs when a child reaches age 18 unless he or she is attending high school or an equivalent level of vocational or technical training on a full-time basis and expects to finish prior to his or her 19<sup>th</sup> birthday. In addition, foster care youth are eligible to receive support up to age 24 through the Independent Living Program.

California will continue to comply with 45 CFR Part 400, Subpart H, Child Welfare Services, in providing services under the URM Program.

The State is responsible for the administration, monitoring, and oversight of the URM Program.

## 2. Benefits and Services

### a. Child Welfare Services Program

CDSS provides child welfare services to refugee children according to the state's child welfare standards, practices, and procedures.

b. Federal Food Stamp Program/California Food Assistance Program

In response to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and the subsequent passage of the Agricultural Research, Extension and Education Reform Act of 1998 (AREERA), CDSS has implemented a food assistance program to cover those adversely affected by the PRWORA and AREERA limitations. The benefits in the form of food vouchers are equivalent to the benefits provided under the federal food stamp program.

c. RMA

Each refugee is assessed for eligibility for Healthy Families and Medi-Cal programs. If they are ineligible for these programs, then they are eligible for the RMA program for a period of eight months and receive the same benefits as a Medi-Cal beneficiary.

RMA eligibility procedures are set out in Article 24 of the Medi-Cal Eligibility Procedures Manual (see Exhibit D), which states, in part:

- 1) RMA eligibility is based on the refugee's income and resources on the date of application and the county may not consider as income any of the following:
  - a) Any property remaining in refugee's country of origin.
  - b) A sponsor's income and property.
  - c) In-kind services or shelter provided by sponsor or resettlement agency.
  - d) Income earned after the date of application.
  - e) RCA from the CWD, a VOLAG (matching grant program), or from the federal Department of State or Department of Justice Reception and Placement Programs.
- 2) A refugee does not have to receive RCA to receive RMA benefits.

- 3) If a refugee is discontinued from RCA because of increased earnings from employment, the refugee is transferred to RMA without a re-determination and continues to receive RMA until the end of the 8-month eligibility period.
- 4) If a refugee who is receiving Medi-Cal and has been residing in the U.S. less than the time-eligibility period for refugee medical assistance becomes ineligible for Medi-cal because of earnings from employment, the refugee must be transferred to RMA without an RMA eligibility determination.
- 5) Asylees will receive RMA as of the date asylum is granted and not the date of entry into the U.S.
- 6) Refugee children are to be enrolled in HFP if they are eligible for Medi-Cal with a share of cost. RMA will be a bridging program for them until enrollment in HFP is established.

A Refugee Indicator Code is used to identify all refugees in California receiving aid. This information is reported to the MEDS by the CWDs, and is used by CDHCS to claim 100 percent federal financial participation (FFP) for medical assistance provided to time-eligible refugees receiving RMA. CDSS uses this information to claim 100 percent FFP for RCA and for allocating RSS funds.

CDPH/RHS allocates RMA funds to refugee-impacted, local refugee health programs to provide comprehensive health assessments to newly arriving refugees, secondary migrants, asylees, Cuban and Haitian entrants, and victims of severe forms of trafficking.

Local refugee health programs work closely with local VOLAGs and the Centers for Disease Control and Prevention's Quarantine Stations to obtain timely pre-arrival and arrival information on newly arriving refugees. Arrivals with Class A and B notifications receive first priority for health assessments. Those identified with health conditions at the time of the initial health screening process are provided treatment and follow up services or referred for treatment and follow-up services.

Due to challenges in locating asylees and victims of trafficking, local refugee health programs work with immigration services, attorney groups and other agencies to outreach for eligible health assessment services.

Trained, culturally sensitive interpreters are used to guide families through the health assessment process, orienting families to the health care system, providing outreach and education, and making referrals for other health conditions identified.

In order to receive funds, local refugee health programs must submit an annual program plan and budget that demonstrates need and explains in detail how they will meet specific, measurable, and outcome-oriented program objectives.

## B. Employment Services

For refugee employment services, administrative costs are defined, including but not limited to, as: monitoring, contracting, invoicing, performance and progress statistical reporting costs.

There is no federal requirement to limit the amount allowable for administrative costs under RSS, for either the State or for the counties. State law (W&I Code Section 13275) limits RSS funds that counties may spend for administration to the amount allowed under TA, which is currently 15 percent.

The amount of TA administrative costs that the State may use is limited by federal regulation (45 CFR Section 400.319 (b)) to 5 percent. The federal TA Formula Final Funding Notice limits administrative costs for counties to 15 percent.

### 1. RSS

State Law (W&I Code Section 13276) requires CDSS, after setting aside the necessary state administrative funds, to determine which counties are eligible to receive RSS funds and to establish RSS allocations for those eligible counties.

Pursuant to State Law, effective January 1, 2006, RSS allocations are based on numbers obtained from MEDS of refugee adults on aid who have been in the U.S. 60 months or less in the refugee-impacted counties. Funding is allocated to these counties based on the current number of refugees receiving RCA and CalWORKs in each county while assigning specific weights relative to each refugee's time in the U.S. The exception for this allocation methodology is San Diego County, where ORR Social Services formula funds are incorporated in the Wilson/Fish program budget.

When calculating each county's allocation, a weight of 1.50 is given to the number of refugees who have been in the U.S. one year or less; a weight of 1.25 is given to the number of refugees who have been in the U.S. two years or less, but more than one year; and a weight of 1.00 is given to the number of refugees who have been in the U.S. five years or less, but more than two years.

Pursuant to 45 CFR Section 400.152(b), eligibility for RSS services is limited to refugees who have been in the U.S. for 60 months or less. However, citizenship and naturalization preparation, and referral and interpreter services may be provided to refugees who have been in the U.S. for more than 60 months.

Pursuant to 45 CFR Section 400.147, priority for participation in RSS services is as follows: 1) refugees during their first year in the U.S.; 2) refugees receiving cash assistance; 3) unemployed refugees who are not receiving cash assistance; and 4) employed refugees who are in need of services to retain employment or attain economic independence. For the purposes of providing RSS services, the definition of cash assistance includes RCA and CalWORKs. Cash assistance recipients also include refugees who enter services while receiving cash aid but then lose their eligibility during participation.

RSS services are focused toward the achievement of refugee family self-sufficiency. Therefore, RSS services must be provided within the framework of a family self-sufficiency plan, which consists of individual employability plans for each employable family member. In addition, the services must be designed to assist refugees in becoming employed within one year. Counties are also encouraged to develop services that supplement, and are coordinated with, mainstream employment services.

Pursuant to 45 CFR Sections 400.154 and 155, services provided to refugees by counties and their subcontractors may include:

- Employment Services
- Employability Assessment Services
- On-the-Job Training
- English Language Instruction
- Vocational Training
- Skills Recertification
- Day Care for Children

- Transportation
- Translation and Interpreter Services
- Assistance in Obtaining Employment Authorization Documents
- Information and Referral Services
- Outreach Services
- Social Adjustment Services
- Health-related Services

Counties ensure that refugees receive the maximum benefit and maximum results from services provided during the time-limited service eligibility period. To accomplish this, services are provided in a manner that is linguistically and culturally compatible to all refugees. Local agencies providing refugee services include bilingual and bicultural women to ensure adequate access to services by refugee women. English language instruction is provided concurrently with employment-related services and is provided outside normal working hours, when feasible. Other strategies for the provision of services are outlined in the individual county plans which are updated annually.

Agencies conducting intake services are designated by the county. It is the responsibility of the designated agencies to determine the necessary services that a refugee needs to become self-sufficient and to manage the refugee through those services. Intake and assessment activities include the following:

- Determination of eligibility for services.
- Assessment of employability.
- Development of service plans.
- Referrals to other service.
- Monitoring participant progress in programs.

Counties must ensure that refugee women have the same opportunities as men to participate in RRP services, including job placement. Child care is an allowable service under RSS, however, if a refugee is receiving CalWORKs, child care services should be utilized through the CalWORKs system.

## 2. TA Program

CDSS allocates TA funds to counties pursuant to the amounts determined by ORR. Pursuant to 45 CFR Section 400.315(b), counties are required to use their TA funds

to provide employment-related services for refugees who have been in the U.S. 60 months or less, with the exception of referral and interpreter services.

Additionally, 45 CFR Section 400.314, requires that TA programs serve refugees in the following order of priority: 1) cash assistance recipients; 2) unemployed refugees who are not receiving cash assistance; and 3) employed refugees in need of services to retain employment or attain economic independence. Refugees may receive TA services after job placement as part of a family self-sufficiency plan to help the refugee retain employment and/or to obtain a higher paying job and move toward self-sufficiency.

### 3. Discretionary Projects

CDSS competes for various refugee discretionary funds to help meet the special needs of California's refugee population.

### C. Support of MAAs

MAAs are private, non-profit organizations which have been established and operated by refugees. The ORR requires that not less than 51 percent of the composition of the Board of Directors or governing board of MAA consist of refugee or former refugee men and women. Recognizing the strength and potential of refugee MAAs as resources in the resettlement of other refugees, CDSS:

- Encourages counties to utilize MAAs as service providers to the maximum extent possible.
- Recognizes the special strengths of MAAs to deliver services in a manner that is culturally and linguistically compatible with refugees.
- Encourages sound working relationships with counties, MAAs, and service providers to enhance communication and facilitate problem resolution.
- Encourages and assists MAAs and other refugee community leaders to actively participate in the development of the county plan and to provide input to various local forums, coalitions, and community groups on refugee issues.

## SECTION III

### PANDEMIC INFLUENZA PLANNING

On November 7, 2006, CDSS sent an ACIN to program stakeholders informing them of pandemic influenza planning activities occurring at the State level and to focus attention on refugees to ensure they are included in county planning activities. CDSS/RPB and CDPH/RHS will create avenues for refugee populations to participate in pandemic preparedness planning by raising awareness in the refugee community and by sharing information on any new developments in the pandemic flu planning process.

#### CRCs' Role

CRCs are responsible for implementing strategies, funding, and operating procedures for refugee services and programs. CRCs have knowledge and experience in naturalization, immigration and refugee program laws, and policies and procedures. CRCs assist the State by providing current emergency contact information of persons who will be actively involved in pandemic influenza planning to CDSS.

#### CRHCs' Role

CRHCs assist the State in:

- Reviewing pandemic influenza educational materials and/or the developing and translating information, including fact sheets that are accurate and culturally and linguistically appropriate;
- Coordinating with County Offices of Emergency Services to streamline pandemic influenza planning activities; and
- Modifying the California Refugee Health Assessment to include screening to identify newly arriving refugees who may be exhibiting flu-like symptoms. Pandemic flu prevention and education is provided at the point of initial health screening.

CDPH, in collaboration with CDSS, will:

- Network with program stakeholders to evaluate state planning activities as related to educational materials and/or the development and translation of information,

including fact sheets that are accurate and culturally and linguistically appropriate;

- Modify the California RHA, in collaboration with CRHCs and appropriate pandemic influenza preparedness entities to include screening tools to identify newly arriving refugees who may be exhibiting flu-like symptoms. Pandemic flu prevention and education is provided at the point of initial health screening;
- Provide information to program stakeholders on protocols and procedures pertaining to surveillance, containment, prevention and other protocols pertaining to pandemic flu;
- Analyze existing RHEIS and MEDS data to determine the State's representation of current and anticipated refugee populations. This data will be used to guide planning activities to ensure that they target the demographic representation of California's diverse refugee populations;
- Implement training to inform and educate program stakeholders about pandemic influenza and to encourage participation in the preparedness planning process at the State and local levels;
- Work with refugee service providers to identify community leaders and to involve them in the preparedness planning activities;
- Encourage CRHCs and CRCs to collaborate with local emergency preparedness coordinators. The goal will be to foster a State, local community network to ensure that refugee populations have a voice in the preparedness process;
- Compile and maintain a list of local emergency preparedness entities and make it available to program stakeholders;
- Identify, with the federal Centers for Disease Control and Prevention, State and local pandemic response planning groups, and program stakeholders, effective communication channels to disseminate information to ensure that messages reach targeted refugee populations. The channels may include public service announcements via ethnic media sources such as television and radio; neighborhood newspapers; churches; adult education centers; and civic organizations;
- Promote culturally and linguistically appropriate outreach, education and awareness

activities for refugee populations; and

- Provide technical assistance and consultation to CRHCs, VOLAGs and MAAs in the development of and implementation of COOPs to ensure that critical services to refugee communities continue uninterrupted during a pandemic flu or other emergency.

#### CDSS' Continuity of Operations Plan

The California OES requires that each State agency establish a program for Continuity of Government (COG) and a COOP. The COG plan and the COOP provide protocols that help to ensure that agencies are prepared to continue to fulfill their essential roles and functions in the event of a disaster.

In February 2004, a consulting firm funded by the U.S. Department of Homeland Security prepared a CDSS Comprehensive Emergency Operations Plan, which included a COG plan and a COOP. Additionally, the CDSS Welfare to Work Division, which includes the RPB, developed a simplified COG plan and COOP to maintain continuity of government and operations in the event of a disaster. (Refer to Exhibit E).

CDSS will maintain a current list of CRCs, SAC members, MAAs, VOLAGs, and CBOs who will be contacted in the event of a disaster. CDSS will request that these people/agencies disseminate information to their respective refugee communities and help maintain calm.

Updates for pandemic influenza planning activities will be reported to ORR in the required Performance Reports (Form ORR-6).

SECTION IV

SUBMISSION OF THE STATE PLAN

- A. Review and signature of Governor or designee

This plan was reviewed and signed by the governor's Designee, the California State Refugee Coordinator, California Department of Social Services.

*Charr Lee Metsker*

*10-22-07*

CHARR LEE METSKER

Date

Deputy Director

Welfare to Work Division

California Department of Social Services

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (DPH-DHCS New 4/07)

Interagency Agreement

REGISTRATION NUMBER	AGREEMENT NUMBER 07-65571
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- This Agreement is entered into between the State Agency and the Contractor named below  

STATE AGENCY'S NAME California Department of Public Health	(Also referred to as CDPH, DPH, or the State)
CONTRACTOR'S NAME California Department of Health Care Services	(Also referred to as CDHCS, DHCS, or Contractor)
- The term of this Agreement is: July 1, 2007 through June 30, 2012
- The maximum amount of this Agreement is: \$ 38,242,820  
 Thirty eight million, two hundred forty two thousand, eight hundred twenty dollars
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	4 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit B Attachment I – Budget (Year 1)	1 page
Exhibit B Attachment II – Budget (Year 2)	1 page
Exhibit B Attachment III – Budget (Year 3)	1 page
Exhibit B Attachment IV – Budget (Year 4)	1 page
Exhibit B Attachment V – Budget (Year 5)	1 page
Exhibit C * – General Terms and Conditions	<u>GIA 101</u>
Exhibit D – Additional Provisions	3 pages
Exhibit E – HIPAA Business Associate Addendum	7 pages

Items shown above with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.ols.dqs.ca.gov/Standard+Language>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>		<div style="text-align:right; font-size: small;">California Department of General Services Use Only</div> <div style="border: 2px solid black; padding: 5px; text-align:center; margin: 10px 0;"> <b>APPROVED</b>                  JUL 24 2007                  DEPT OF GENERAL SERVICES             </div> <div style="text-align:right; font-family: cursive; font-size: large;">Kyates</div> <div style="margin-top: 20px;"> <input type="checkbox"/> Exempt per             </div>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) California Department of Health Care Services		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 7-13-07	
PRINTED NAME AND TITLE OF PERSON SIGNING Jayna Querin, Chief, Contract Management Unit		
ADDRESS 1501 Capitol Avenue, Suite 71.2101, MS 1403, P.O. Box 997413 Sacramento, CA 95899-7413		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME California Department of Public Health		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 7/13/07	
PRINTED NAME AND TITLE OF PERSON SIGNING Ailan Chinn, Chief, Contracts and Purchasing Services Section		
ADDRESS 1501 Capitol Avenue, Suite 71.2101, MS 1403, P.O. Box 997413 Sacramento, CA 95899-7413		

Exhibit A  
Scope of Work

1. Service Overview

The California Department of Health Care Services (CDHCS), agrees to provide the following services for the California Department of Public Health (CDPH).

Provide Refugee Medical Assistance (RMA) benefits (same as for a Medi-Cal eligible), to all eligible persons who are admitted to the United States as refugees, asylees, parolees, and victims of trafficking (henceforth referred to as "eligible new entrants") who are resettled in California).

2. Projects Representatives

A. The project representatives during the term of this agreement will be:

<p><b>California Department of Public Health</b>                  Laura Hardcastle                  Telephone: (916) 552-8252                  Fax: (916) 552-8260                  Email: <a href="mailto:lhardcas@dhs.ca.gov">lhardcas@dhs.ca.gov</a></p>	<p><b>California Department of Health Care Services</b>                  John Zapata, Contract Officer                  Telephone: (916) 552-9451                  Fax: (916) 552-9477                  Email: <a href="mailto:jzapata@dhs.ca.gov">jzapata@dhs.ca.gov</a></p>
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B. Direct all inquiries to:

<p><b>California Department of Public Health</b>                  Refugee Health Section                  Attention: Beatrice Avis                  Mail Stop 5204                  1501 Capitol Avenue,                  P.O. Box 997413                  Sacramento, CA 95899-7413                    Telephone: (916) 552-8009                  Fax: (916) 552-8260                  Email: <a href="mailto:bavis@dhs.ca.gov">bavis@dhs.ca.gov</a></p>	<p><b>California Department of Health Care Services</b>                  Medi-Cal Policy Division                  Administrative Support Unit                  Attention: Dalia Gouveia                  1501 Capitol Avenue, MS 4600                  P.O. Box 997413                  Sacramento, CA 95899-7413                    Telephone: (916) 552-9599                  Fax: (916) 552-9477                  Email: <a href="mailto:DGouveia@dhs.ca.gov">DGouveia@dhs.ca.gov</a></p>
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C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

3. Services to be Performed

- A. CDHCS shall reimburse providers for services provided to beneficiaries eligible for Refugee Medical Assistance (RMA) pursuant to the policies and procedures contained in the Medi-Cal Provider Manual pertaining to RMA.
- B. All new refugee entrants must be determined ineligible for California Opportunity and Responsibility to Kids (CalWORKS), Healthy Families, Supplemental Security Income/State Supplementary Payment-based Medi-Cal or Medi-Cal Only before they can be placed in RMA-based Medi-Cal. County welfare departments will determine eligibility based on guidelines

**Exhibit A**  
Scope of Work

provided by the Medi-Cal Eligibility Branch (MEB) within CDHCS. RMA benefits shall not exceed a period of eight months.

## C. The CDHCS/MEB will:

1. Have oversight of the eligibility requirements of the Refugee Medical Assistance/Entrant Medical Assistance (RMA/EMA) Program.
2. Prepare All County Welfare Directors Letters as needed instructing counties in RMA/EMA eligibility requirements and procedures.
3. Prepare state regulations as needed.
4. Prepare any correspondence regarding RMA/EMA program eligibility requirements in response to inquiries from the federal Office of Refugee Resettlement (ORR), other states, etc., providing copies of such documents to the CDPH, Refugee Health Section (RHS) and the California Department of Social Services, Refugee Programs Bureau (CDSS/RPB).
5. Update the State Refugee Plan with regard to RMA/EMA eligibility rules as needed.
6. Respond to county calls or other phone inquiries regarding RMA/EMA eligibility requirements.
7. Conduct annual RMA case monitoring per ORR requirements and submit an Annual Report on RMA Case Monitoring to ORR, providing a copy to CDPH/RHS and CDSS/RPB.
8. Implement enhancements to the MEDS system that may become necessary due to changes in RMA eligibility requirements.
9. Notify and collaborate with CDPH/RHS to resolve eligible issues identified during RMA case reviews.
10. Provide training on RMA/EMA program eligibility requirements.
11. Participant in any pertinent meetings related to the Refugee Health Program.

## D. The CDHCS will also:

1. Process and pay RMA-based claims through the Electronic Data Systems (EDS) check write process and Delta Dental process.
2. Pay EDS and Delta Dental administrative fees for claims processing for the RMA-based claims.
3. Provide technical assistance for problems relating to the RMA-based claims.
4. Process and pay RMA-based claims from Department of Mental Health and Department of Developmental Services.
5. Provide CDPH annual cost projections for all RMA claims and administrative charges for all entities listed under Section E.1, E.2 and E.3 below. This will be reported via the ORR-1 form by CDPH/RHS to CDSS/RPB.

**Exhibit A**  
Scope of Work

6. Immediately notify CDPH/RHS of any anticipated increases in annual cost projections that will exceed what is reported in the ORR-1 process for any given federal fiscal year.
  7. Provide to the CDPH/RHS RMA-related CORE reports and other financial data reports as required for preparation of quarterly and annual Financial Status Reports (STD 269) to be submitted to ORR by CDPH.
  8. Provide CDPH and/or CDSS/RPB with quarterly RMA enrollee data for inclusion in the Quarterly Performance Report (ORR-6) prepared by CDSS/RPB for submission to ORR.
- E. Funding Agency Responsibilities

The CDPH will:

1. Reimburse CDHCS for costs associated with the provision of health services to refugees and entrants that are eligible under RMA. These costs shall include costs for all RMA claims; and RMA-related claims from the Department of Mental Health and Department of Developmental Services.
2. Reimburse CDHCS Fiscal Intermediary costs for claims processing (Delta Dental and Electronic Data Systems).
3. Reimburse CDHCS/MEB for administrative costs associated with the oversight and maintenance of the eligibility requirements of the RMA/EMA Program.

The CDPH/RHS will also:

4. Process all claims received from CDHCS and submit to CDPH accounting for payment.
5. Coordinate with the CDHCS and CDPH accounting sections in the preparation of quarterly and annual Financial Status Reports (STD 269) ensuring accuracy of expenditures prior to timely submissions to ORR.
6. Inform CDHCS/MEB and Fiscal Forecasting about any significant unanticipated increases in caseload in a given federal fiscal year.
7. Inform the CDHCS/MEB about any pertinent meetings, information, publications, issues, legislation, and correspondence relating to the RMA/EMA program and/or refugees in California.

**4. Allowable Informal Scope of Work Changes**

- A. The CDHCS or the CDPH may propose informal changes or revisions to the activities, tasks, deliverables and/or performance time frames specified in the Scope of Work (SOW), provided such changes do not alter the overall goals and basic purpose of the agreement.
- B. Informal SOW changes may include the substitution of specified activities or tasks; the alteration or substitution of deliverables and modifications to anticipated completion/target dates.

**Exhibit A**  
Scope of Work

- C. Informal SOW changes processed hereunder, shall not require a formal amendment, provided the annual budget does not increase or decrease as a result of the informal SOW change.
- D. Unless otherwise stipulated in this agreement, all informal SOW changes and revisions are subject to prior written approval by the CDPH.
- E. In implementing this provision, the CDPH may provide a format for the CDHCS' use to request informal SOW changes. If no format is provided by the CDPH, the CDHCS may devise its own format for this purpose.

**5. Information Sharing and Liaison**

- A. Each department shall appoint a liaison to act in a monitoring capacity throughout the term of this Agreement.
- B. CDHCS/MEB and CDPH/RHS will share information and work together to assist each other in meeting the goals of the Refugee Resettlement Program and the Refugee Medical Assistance/Entrant Medical Assistance Program.

**Exhibit B**  
Budget Detail and Payment Provisions**1. Invoicing**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the CDPH agrees to compensate the Department of Health Care Services (CDHCS) for actual expenditures incurred in accordance with the budget(s) attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than weekly in arrears to:

Beatrice Avis  
California Department of Public Health  
Refugee Health Section  
MS Code 5204  
P.O. Box 997413  
Sacramento, CA 95899-7413

The CDPH, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to California Department of Health Care Services (CDHCS) by the CDPH and shall not require an amendment to this agreement.

C. Invoices shall:

- 1) Be prepared on agency letterhead.
- 2) Bear the name of the agency providing services as shown on the face of the Agreement.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the CDPH shall have no liability to pay any funds whatsoever to the California Department of Health Care Services (CDHCS) or to furnish any other considerations under this Agreement and the California Department of Health Care Services (CDHCS) shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the CDPH shall have the option to either cancel this Agreement with no liability occurring to the CDPH, or offer an agreement amendment to the California Department of Health Care Services (CDHCS) to reflect the reduced amount.

**3. Payment**

- A. Costs under this agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.
- B. Unless otherwise negotiated and specified herein, nothing shall preclude advance payments pursuant to Article 1, Chapter 3, Division 3, Title 2 of the Government Code Section 11257 with reimbursement not more frequently than monthly in arrears thereafter. Nothing herein shall

**Exhibit B**  
Budget Detail and Payment Provisions

preclude advance payments if deemed necessary.

**4. Amounts Payable**

A. The amounts payable under this agreement shall not exceed:

- 1) \$6,921,000 for the budget period of 07/01/07 through 06/30/08
- 2) \$7,267,051 for the budget period of 07/01/08 through 06/30/09
- 3) \$7,630,404 for the budget period of 07/01/09 through 06/30/10
- 4) \$8,011,885 for the budget period of 07/01/10 through 06/30/11
- 5) \$8,412,480 for the budget period of 07/01/11 through 06/30/12

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

**5. Allowable Line Item Shifts**

(Applicable only to agreement containing line item budgets)

- A. Cumulative line item shifts of up to \$25,000 or 10% of the annual agreement total may be made, whichever is greater, up to a cumulative annual maximum of \$50,000, provided the annual agreement total does not increase or decrease.
- B. Line item shifts meeting this criteria shall not require a formal agreement amendment.
- C. The California Department of Health Care Services (CDHCS) shall adhere to the CDPH's requirements regarding the process to follow in requesting approval to make line item shifts.
- D. Line item shifts may be proposed/requested by either the CDPH or the California Department of Health Care Services (CDHCS).

**6. Federal Contract Funds**

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- A. It is mutually understood between the parties that this agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the agreement were executed after that determination was made.
- B. This agreement is valid and enforceable only if sufficient funds are made available to the CDPH by the United States Government for the fiscal years covered by the term of this agreement. In addition, this agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms or funding of this agreement in any manner.
- C. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.
- D. The CDPH has the option to invalidate or cancel the agreement with 30-days advance written notice or to amend the agreement to reflect any reduction in funds.

**Exhibit B**  
Budget Detail and Payment Provisions**7. Recovery of Overpayments**

- A. The California Department of Health Care Services (CDHCS) agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the CDPH and/or Federal Government via one of the following options:
- 1) The California Department of Health Care Services' (CDHCS) remittance to the CDPH of the full amount of the audit exception within 30 days following the CDPH's request for repayment;
  - 2) A repayment schedule which is agreeable to both the CDPH and the California Department of Health Care Services (CDHCS).
- B. The CDPH reserves the right to select the recovery option that will be employed and the California Department of Health Care Services (CDHCS) will be notified by the CDPH in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the California Department of Health Care Services (CDHCS), beginning 30 days after the California Department of Health Care Services' (CDHCS) receipt of the CDPH's demand for repayment.
- D. If the CDPH and/or the California Department of Health Care Services (CDHCS) has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the CDPH and/or the California Department of Health Care Services (CDHCS) loses the final administrative appeal, the California Department of Health Care Services (CDHCS) shall repay, to the CDPH, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the California Department of Health Care Services (CDHCS) first receipt of the CDPH's notice requesting reimbursement of questioned audit costs or disallowed expenses.

EXHIBIT A

California Department of Health Care Services  
07-65571

Exhibit B Attachment I  
Budget  
(Year I)  
(07/01/07 through 06/30/08)

Personnel		\$	<u>83,911</u>
Fringe Benefits (34.726% of Personnel)		\$	<u>29,139</u>
Operating Expenses		\$	<u>16,295</u>
Equipment		\$	<u>-0-</u>
Travel		\$	<u>11,655</u>
Subcontracts			
Department of Mental Health	\$	<u>118,000</u>	
Department of Developmental Services	\$	<u>966,000</u>	
	Total Subcontracts	\$	<u>1,084,000</u>
Other Costs (Estimated annual cost of claims paid to medical providers, including fees and administrative cost to process and pay all Refugee Medical Assistance-based claims.		\$	<u>5,696,000</u>
Indirect Costs (X% of Costs basis)		\$	<u>-0-</u>
	<b>Total</b>	\$	<u><b>6,921,000</b></u>

EXHIBIT A

California Department of Health Care Services  
07-65571

**Exhibit B Attachment II**  
Budget  
(Year 2)  
(07/01/08 through 06/30/09)

Personnel		\$	<u>88,107</u>
Fringe Benefits (34.726% of Personnel)		\$	<u>30,596</u>
Operating Expenses		\$	<u>17,910</u>
Equipment		\$	<u>-0-</u>
Travel		\$	<u>12,238</u>
Subcontracts			
Department of Mental Health	\$	<u>123,900</u>	
Department of Developmental Services	\$	<u>1,014,300</u>	
	Total Subcontracts	\$	<u>1,138,200</u>
Other Costs (Estimated annual cost of claims paid to medical providers, including fees and administrative cost to process and pay all Refugee Medical Assistance-based claims.		\$	<u>5,980,000</u>
Indirect Costs ( <u>X</u> % of Costs basis)		\$	<u>-0-</u>
	<b>Total</b>	\$	<u><u>7,267,051</u></u>

EXHIBIT A

California Department of Health Care Services  
07-65571

Exhibit B Attachment III  
Budget  
(Year 3)  
(07/01/09 through 06/30/10)

Personnel		\$	<u>92,512</u>
Fringe Benefits (34.726% of Personnel)		\$	<u>32,126</u>
Operating Expenses		\$	<u>17,966</u>
Equipment		\$	<u>-0-</u>
Travel		\$	<u>12,850</u>
Subcontracts			
Department of Mental Health	\$	<u>130,095</u>	
Department of Developmental Services	\$	<u>1,065,015</u>	
	Total Subcontracts	\$	<u>1,195,110</u>
Other Costs (Estimated annual cost of claims paid to medical providers, including fees and administrative cost to process and pay all Refugee Medical Assistance-based claims.		\$	<u>6,279,840</u>
Indirect Costs ( <u>X</u> % of Costs basis)		\$	<u>-0-</u>
	<b>Total</b>	\$	<u><b>7,630,404</b></u>

EXHIBIT A

California Department of Health Care Services  
07-65571

Exhibit B Attachment IV  
Budget  
(Year 4)  
(07/01/10 through 06/30/11)

Personnel		\$	<u>97,138</u>
Fringe Benefits (34.726% of Personnel)		\$	<u>33,732</u>
Operating Expenses		\$	<u>18,864</u>
Equipment		\$	<u>-0-</u>
Travel		\$	<u>13,493</u>
Subcontracts			
Department of Mental Health	\$	<u>136,560</u>	
Department of Developmental Services	\$	<u>1,118,266</u>	
	Total Subcontracts	\$	<u>1,254,826</u>
Other Costs (Estimated annual cost of claims paid to medical providers, including fees and administrative cost to process and pay all Refugee Medical Assistance-based claims.		\$	<u>6,593,832</u>
Indirect Costs ( <u>X</u> % of Costs basis)		\$	<u>-0-</u>
	<b>Total</b>	\$	<u><u>8,011,885</u></u>

EXHIBIT A

California Department of Health Care Services  
07-65571

**Exhibit B Attachment V**  
Budget  
(Year 5)  
(07/01/11 through 06/30/12)

Personnel		\$	<u>101,995</u>
Fringe Benefits (34.726% of Personnel)		\$	<u>35,419</u>
Operating Expenses		\$	<u>19,807</u>
Equipment		\$	<u>-0-</u>
Travel		\$	<u>14,168</u>
Subcontracts			
Department of Mental Health	\$	<u>143,388</u>	
Department of Developmental Services	\$	<u>1,174,179</u>	
	Total Subcontracts	\$	<u>1,317,567</u>
Other Costs (Estimated annual cost of claims paid to medical providers, including fees and administrative cost to process and pay all Refugee Medical Assistance-based claims.		\$	<u>6,923,524</u>
Indirect Costs ( <u>X</u> % of Costs basis)		\$	<u>-0-</u>
	<b>Total</b>	\$	<u><u>8,412,480</u></u>

**Exhibit D**  
Additional Provisions**1. Amendment Process**

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the both parties and the Department of General Services (DGS), if DGS approval is required.

**2. Cancellation / Termination**

- A. This Agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
- B. Upon receipt of a notice of termination or cancellation from the CDPH, the California Department of Health Care Services (CDHCS) shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
- C. The California Department of Health Care Services (CDHCA) shall be entitled to payment for all allowable costs authorized under this Agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

**3. Dispute Resolution Process**

If a dispute arises between the California Department of Health Care Services (CDHCS) and the CDPH, the California Department of Health Care Services (CDHCS) must seek resolution using the process outlined below.

- A. The California Department of Health Care Services (CDHCS) should first informally discuss the problem with the CDPH program contract manager. If the problem cannot be resolved informally, the California Department of Health Care Services (CDHCS) must direct the grievance together with any evidence, in writing, to the CDPH program Branch Chief. The grievance must state the issues in dispute, the legal authority or other basis for the California Department of Health Care Services' position and the remedy sought. The CDPH Branch Chief must render a decision within ten (10) working days after receipt of the written grievance from the California Department of Health Care Services (CDHCS). The CDPH Branch Chief shall respond in writing to the California Department of Health Care Services (CDHCS) indicating the decision and reasons therefor. Should the California Department of Health Care Services (CDHCS) disagree with the CDPH Branch Chief's decision, the California Department of Health Care Services (CDHCS) may appeal to the second level.
- B. When appealing to the second level the California Department of Health Care Services (CDHCS) must prepare an appeal indicating the reasons for disagreement with the CDPH Branch Chief's decision. The California Department of Health Care Services (CDHCS) shall include with the appeal a copy of the California Department of Health Care Services' original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the CDPH Branch Chief's

**Exhibit D**  
Additional Provisions

decision. The CDPH Deputy Director of the division in which the branch is organized or his/her designee shall meet with the California Department of Health Care Services (CDHCS) to review the issues raised. A written decision signed by the CDPH Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the California Department of Health Care Services (CDHCS) within twenty (20) working days of receipt of the California Department of Health Care Services (CDHCS) second level appeal. The decision rendered by the CDPH Deputy Director or his/her designee shall be the final administrative determination of the CDPH.

- C. Unless otherwise stipulated in writing by the CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH's program contract manager.
- D. There are organizational differences within the CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the California Department of Health Care Services (CDHCS) shall be notified in writing by the CDPH's program contract manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

**4. Confidentiality of Information**

- A. The California Department of Health Care Services (CDHCS) and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the California Department of Health Care Services (CDHCS), his/her employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- B. The California Department of Health Care Services (CDHCS) and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the California Department of Health Care Services' (CDHCS) obligations under this Agreement.
- C. The California Department of Health Care Services (CDHCS) and its employees, agents, or subcontractors shall promptly transmit to the CDPH's program contract manager all requests for disclosure of such identifying information not emanating from the client or person.
- D. The California Department of Health Care Services (CDHCS) shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client, any such identifying information to anyone other than the CDPH without prior written authorization from the CDPH's program contract manager, except if disclosure is required by State or Federal law.
- E. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

**5. Departmental Reorganization**

- A. The parties to this Agreement acknowledge that the California Public Health Act of 2006 (Act; Senate Bill 162, Chapter 241, Statutes 2006), effective July 1, 2007, establishes the California Department of Public Health (CDPH) and renames the California Department of Health Services as the California Department of Health Care Services (CDPH).

**Exhibit D**  
Additional Provisions

- B. As a result of the departmental reorganization discussed above, various programs may experience a physical relocation, change in personnel, change in procedures, or other effect. If this Agreement is impacted by SB 162, the CDPH reserves the right, without initiation of a formal amendment, to issue one or more written notices to the California Department of Health Care Services (CDHCS) supplying alternate information and/or instructions regarding invoicing, document addressing, personnel changes, and/or other procedural changes.

**Exhibit E**  
HIPAA Business Associate Addendum

**I. Recitals – HIGH RISK**

- A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations:").
- B. The California Department of Public Health ("CDPH") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI").
- C. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.
- D. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- E. As set forth in this Agreement Contractor, here and after, is the Business Associate of CDPH that provides services, arranges, performs or assists in the performance of functions or activities on behalf of CDPH and creates, receives, maintains, transmits, uses or discloses PHI.
- F. CDPH and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations and other applicable laws.
- G. The purpose of the Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations:
- H. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

**1. Permitted Uses and Disclosures of PHI by Business Associate**

- A. **Permitted Uses and Disclosures.** Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of CDPH, provided that such use or disclosure would not violate the HIPAA regulations, if done by CDPH.
- B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Addendum, Business Associate may:
- 1) **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities

**Exhibit E**  
HIPAA Business Associate Addendum

of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

- 2) **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to CDPH. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of CDPH with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of CDPH.

## 2. Responsibilities of Business Associate

Business Associate agrees:

- A. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
- B. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of CDPH; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide CDPH with its current and updated policies.
- C. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI, and provide data security procedures for the use of CDPH at the end of the contract period. These steps shall include, at a minimum:
- 1) Complying with all of the data system security precautions listed in this Agreement or in an Exhibit incorporated into this Agreement;
  - 2) Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of CDPH under this Agreement;
  - 3) Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
  - 4) Complying with the safeguard provisions in the Department's Information Security Policy, embodied in Health Administrative Manual (HAM), sections 6-1000 et seq. and in the Security and Risk Management Policy in the Information Technology Section of the State Administrative Manual (SAM), sections 4840 et seq., in so far as the security standards in these manuals apply to Business Associate's operations. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from

**Exhibit E**

## HIPAA Business Associate Addendum

unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with CDPH.

- D. **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.
- E. **Business Associate's Agents.** To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of CDPH, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including implementation of reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI; and to incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents or subcontractors.
- F. **Availability of Information to CDPH and Individuals.** To provide access as CDPH may require, and in the time and manner designated by CDPH (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to CDPH (or, as directed by CDPH), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for CDPH that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for CDPH health plans; or those records used to make decisions about individuals on behalf of CDPH. Business Associate shall use the forms and processes developed by CDPH for this purpose and shall respond to requests for access to records transmitted by CDPH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
- G. **Amendment of PHI.** To make any amendment(s) to PHI that CDPH directs or agrees to pursuant to 45 CFR Section 164.526, in the time and manner designated by CDPH.
- H. **Internal Practices.** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from CDPH, or created or received by Business Associate on behalf of CDPH, available to CDPH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by CDPH or by the Secretary, for purposes of determining CDPH's compliance with the HIPAA regulations.
- I. **Documentation of Disclosures.** To document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528.
- J. **Notification of Breach.** During the term of this Agreement:
- 1) **Discovery of Breach.** To notify CDPH **immediately by telephone call plus email or fax** upon the discovery of breach of security of PHI in computerized form if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person; or **within 24 hours by email or fax** of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the CDPH contract manager, the CDPH Privacy Officer and the

**Exhibit E**  
HIPAA Business Associate Addendum

CDPH Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the CDPH ITSD Help Desk. Business Associate shall take:

- i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
  - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- 2) **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, to notify the CDPH contract manager(s), the CDPH Privacy Officer, and the CDPH Information Security Officer of:
- i. What data elements were involved and the extent of the data involved in the breach,
  - ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
  - iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
  - iv. A description of the probable causes of the improper use or disclosure; and
  - v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.
- 3) **Written Report.** To provide a written report of the investigation to the CDPH contract managers, the CDPH Privacy Officer, and the CDPH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
- 4) **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The CDPH contract manager, the CDPH Privacy Officer, and the CDPH Information Security Officer shall approve the time, manner and content of any such notifications.
- 5) **CDPH Contact Information.** To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by giving written notice to the Department of Health Care Services. Said changes shall not require an amendment to this Agreement or Addendum.

CDPH Contract Manager	CDPH Privacy Officer	CDPH Information Security Officer
See Provision 4 of Exhibit A for Contract Manager information	Privacy Officer c/o: Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: <a href="mailto:privacyofficer@dhs.ca.gov">privacyofficer@dhs.ca.gov</a>	Information Security Officer Information Security Office P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: <a href="mailto:dhsiso@dhs.ca.gov">dhsiso@dhs.ca.gov</a>

**Exhibit E**  
HIPAA Business Associate Addendum

	Telephone: (916) 445-4646	Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874
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K. **Employee Training and Discipline.** To train and use reasonable measures to ensure compliance with the requirements of this Addendum by employees who assist in the performance of functions or activities on behalf of CDPH under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Addendum, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

- 1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of CDPH under this Agreement and use or disclose PHI.
- 2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
- 3) Business Associate shall retain each employee's written certifications for CDPH inspection for a period of three years following contract termination.

### 3. Obligations of CDPH

CDPH agrees to:

- A. **Notice of Privacy Practices.** Provide Business Associate with the Notice of Privacy Practices that CDPH produces in accordance with 45 CFR 164.520, as well as any changes to such notice. Visit this Internet address to view the most current Notice of Privacy Practices:  
<http://www.dhs.ca.gov/privacyoffice>.
- B. **Permission by Individuals for Use and Disclosure of PHI.** Provide the Business Associate with any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- C. **Notification of Restrictions.** Notify the Business Associate of any restriction to the use or disclosure of PHI that CDPH has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. **Requests Conflicting with HIPAA Rules.** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by CDPH.

### 4. Audits, Inspection and Enforcement

From time to time, CDPH may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the CDPH Privacy Officer in writing. The fact that CDPH inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does CDPH:

**Exhibit E**  
HIPAA Business Associate Addendum

- A. Failure to detect or
- B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of CDPH' enforcement rights under this Agreement and this Addendum.

**5. Termination**

- A. **Termination for Cause.** Upon CDPH' knowledge of a material breach of this Addendum by Business Associate, CDPH shall:
  - 1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by CDPH;
  - 2) Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible; or
  - 3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.
- B. **Judicial or Administrative Proceedings.** Business Associate will notify CDPH if it is named as a defendant in a criminal proceeding for a violation of HIPAA. CDPH may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. CDPH may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- C. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from CDPH (or created or received by Business Associate on behalf of CDPH) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

**6. Miscellaneous Provisions**

- A. **Disclaimer.** CDPH makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon CDPH' request, Business Associate agrees to promptly enter into negotiations with CDPH concerning an amendment to this

**Exhibit E**  
HIPAA Business Associate Addendum

Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. CDPH may terminate this Agreement upon thirty (30) days written notice in the event:

- 1) Business Associate does not promptly enter into negotiations to amend this Addendum when requested by CDPH pursuant to this Section or
  - 2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that CDPH in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to CDPH at no cost to CDPH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDPH, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
- D. **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. **Interpretation.** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
- F. **Regulatory References.** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. **Survival.** The respective rights and obligations of Business Associate under Section 6.C of this Addendum shall survive the termination or expiration of this Agreement.
- H. **No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

# CALIFORNIA REFUGEE HEALTH ASSESSMENT

## PART I: ASSESSMENT SUMMARY

### 1. Identification

Alien number (8 digits)		Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	
Last name		First name	
Medical record number	Social security number	Date of birth ____/____/____ <small>Month      Day      Year</small>	Age
City	ZIP code	Mother's first name	

### 2. Arrival Data

Jurisdiction	Entry status: <input type="checkbox"/> <b>Refugee</b> <input type="checkbox"/> <b>Parolee</b> (from Cuba and Haiti Only)  Migration status: <input type="checkbox"/> Primary <input type="checkbox"/> <b>Victim of trafficking</b> <input type="checkbox"/> Secondary—State      CN: _____  <input type="checkbox"/> <b>Asylee</b> <input type="checkbox"/> <b>County-to-county transfer</b> <input type="checkbox"/> Status granted inside U.S.      County of origin: _____ <input type="checkbox"/> Status granted outside U.S.      _____		
Voluntary agency			
Arrival date ____/____/____			
Notification date ____/____/____			
Contact date ____/____/____			
Was the I-94 verified?	<input type="checkbox"/> YES <input type="checkbox"/> NO	Does the patient have Medi-Cal?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Was the General Consent Form signed?	<input type="checkbox"/> YES <input type="checkbox"/> NO	Currently assigned a PCP?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Was an interpreter used?	<input type="checkbox"/> YES <input type="checkbox"/> NO		

### 3. Demographics

Race/ethnicity: _____	If Hispanic (list): _____	Primary language: _____	<input type="checkbox"/> Written
Country of birth: _____		Secondary: _____	<input type="checkbox"/> Written
Residing country prior to U.S.: _____		Years of education: _____	
Length of stay: _____ years _____ months		Occupation: _____	

### 4. Assessment Status

Assessment was:  <input type="checkbox"/> Not started <input type="checkbox"/> Started      Date started: ____/____/____ <input type="checkbox"/> Completed <input type="checkbox"/> Started, unable to complete      Date completed: ____/____/____	Reason assessment was not started: <input type="checkbox"/> Used other provider <input type="checkbox"/> Unable to locate <input type="checkbox"/> Moved <input type="checkbox"/> Refused <input type="checkbox"/> Over 90 days <input type="checkbox"/> Medi-Cal eligibility issue  Reason assessment is incomplete: <input type="checkbox"/> Used other provider <input type="checkbox"/> Unable to locate <input type="checkbox"/> Moved <input type="checkbox"/> Refused <input type="checkbox"/> Medi-Cal eligibility issue
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### 5. Overseas Medical Exam

DS-2053 (formerly OF-157) reviewed <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not available	Class A conditions	Class B conditions
Overseas chest x-ray date	Overseas chest x-ray result	

6. Immunizations

	REQUIRED IMMUNIZATIONS					ADDTL/BOOSTER		STATUS ON ARRIVAL TO CLINIC <sup>1</sup>
	1 MM/DD/YYYY	2 MM/DD/YYYY	3 MM/DD/YYYY	4 MM/DD/YYYY	5 MM/DD/YYYY	6 MM/DD/YYYY	7 MM/DD/YYYY	
DPT/DTaP/DT								
Td								
Hib								
IPV/OPV								
Hepatitis B								
Hepatitis A								
MMR								
Varicella								
Pneumococcal								
Influenza								

<sup>1</sup> Up-to-date, incomplete, refused, waived, not started, not appropriate, history of disease

7. Tuberculosis (The following sequence is necessary to accurately capture TB information in RHEIS)

<input type="checkbox"/> TB evaluation was <b>NOT</b> initiated <input type="checkbox"/> TB evaluation <b>WAS</b> initiated	<b>Reason evaluation NOT initiated:</b> <input type="checkbox"/> Patient moved—follow-up unknown <input type="checkbox"/> Patient lost to follow-up <input type="checkbox"/> Patient refused <input type="checkbox"/> Other: _____	<b>Module 1</b>
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<input type="checkbox"/> No TST placed <input type="checkbox"/> Most recent TST placed date: ____/____/____ <input type="checkbox"/> TST was completed TST read date: ____/____/____ TST Induration: _____ mm TST interpretation: <input type="checkbox"/> + <input type="checkbox"/> - <input type="checkbox"/> Unknown More than one TST: <input type="checkbox"/> Yes	<b>Reason TST not completed:</b> <input type="checkbox"/> Patient moved—follow-up unknown <input type="checkbox"/> Patient lost to follow-up <input type="checkbox"/> Patient refused <input type="checkbox"/> Other: _____	<b>Module 2</b>
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<input type="checkbox"/> No referral for U.S. chest x-ray <input type="checkbox"/> U.S. chest x-ray referral date: ____/____/____ <input type="checkbox"/> No U.S. chest x-ray taken <input type="checkbox"/> U.S. chest x-ray date: ____/____/____	<b>U.S. chest x-ray result:</b> <input type="checkbox"/> Normal <input type="checkbox"/> Abnormal (consistent with TB) <input type="checkbox"/> Abnormal (NOT consistent with TB) <input type="checkbox"/> Unavailable	<b>Module 3</b>
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<input type="checkbox"/> No TB clinical evaluation <input type="checkbox"/> TB clinical evaluation start date: ____/____/____ <input type="checkbox"/> No result <input type="checkbox"/> TB clinical evaluation result: <input type="checkbox"/> TB Class 0 (No TB exposure, not infected) <input type="checkbox"/> TB Class I (TB exposure, no infection) <input type="checkbox"/> TB Class II (TB infection, no disease) <input type="checkbox"/> TB Class III (TB, clinically active) <input type="checkbox"/> TB Class IV (TB, not clinically active) <input type="checkbox"/> TB Class V (TB suspected, pending final diagnosis)	<b>Reason for retaining TB V classification:</b> <input type="checkbox"/> Patient moved, follow-up unknown <input type="checkbox"/> Patient lost to follow-up <input type="checkbox"/> Patient refused <input type="checkbox"/> Other: _____	<b>Module 4</b>
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Comments:

**7. Tuberculosis (continued)**

No LTBI treatment

**Reason LTBI treatment not started:**

- Patient refused treatment
- Medical contraindication
- Prior adequate treatment
- Other: \_\_\_\_\_
- Pregnancy
- Used outside provider
- Patient's age

LTBI treatment started date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 LTBI treatment stopped date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Reason LTBI treatment stopped:**

- Treatment completed
- Patient is deceased
- Patient moved
- Active TB developed
- Used outside provider
- Adverse effect of medicine
- Patient chose to stop
- Patient lost to follow-up
- Provider decision
- Other: \_\_\_\_\_

Comments:

**8. Laboratory Services/Results**

		DATE READ MM/DD/YYYY	RESULTS <sup>2</sup>	DIAGNOSIS
<input type="checkbox"/> CBC (Age 9 months and up)	Hemoglobin Hematocrit			
<input type="checkbox"/> Serum lead (Age 1 to < 6 yrs)				
<input type="checkbox"/> Serum creatinine (if applicable)				
<input type="checkbox"/> Serum glucose (if applicable)				
<input type="checkbox"/> Urine dipstick (Age 4 and up)	Blood			
<input type="checkbox"/> Incomplete	Glucose			
	Protein			
	Leukocytes			
<input type="checkbox"/> Urine Pregnancy				
<input type="checkbox"/> Hepatitis Panel (Age 12 and up)	Anti-HBc			
(if applicable)	HBsAg			
	Anti-HBs			
	Anti-HCV			
<input type="checkbox"/> RPR Syphilis (Age 12 and up)				
( if + then TP-PA or FTA – ABS)				
<input type="checkbox"/> Ova and parasites (1)				
<input type="checkbox"/> Incomplete (2)				
(3)				
<input type="checkbox"/> Stool for hemocult (if applicable )				
<input type="checkbox"/> Mammogram (date)	<input type="checkbox"/> Referred out <input type="checkbox"/> Declined			
<input type="checkbox"/> Pap Smear (date)	<input type="checkbox"/> Referred out <input type="checkbox"/> Declined			
<input type="checkbox"/> Other:				
<input type="checkbox"/> Other:				
<input type="checkbox"/> Other:				

<sup>2</sup> Results = Not applicable, normal, abnormal, positive, negative

Comments:

**9. Diagnosis**  Normal Exam

ICD 9	ICD 10	DIAGNOSIS	COMMENTS	HEALTH EDUCATION MATERIALS <sup>3</sup>

<sup>3</sup> Health Education Materials = None provided, not applicable, verbal, written, both verbal and written

Comments:

**10. Referrals**

<input type="checkbox"/> None Provided	REFERRAL MODE <sup>4</sup>	DATE OF FIRST APPT.	DATE OF F/U APPT.	MEDICAL PROVIDER
<b>Communicable Diseases</b>				
<input type="checkbox"/> Hepatitis				
<input type="checkbox"/> HIV				
<input type="checkbox"/> Tuberculosis				
<input type="checkbox"/> STDs/STIs				
<input type="checkbox"/> Other				
<b>Other Referrals</b>				
<input type="checkbox"/> Cardiology				
<input type="checkbox"/> CHDP				
<input type="checkbox"/> Dental				
<input type="checkbox"/> Dermatology				
<input type="checkbox"/> Diabetes				
<input type="checkbox"/> EENT				
<input type="checkbox"/> Endocrine				
<input type="checkbox"/> Family planning				
<input type="checkbox"/> Gastroenterology				
<input type="checkbox"/> Hematology				
<input type="checkbox"/> Immunizations				
<input type="checkbox"/> Lead program				
<input type="checkbox"/> Mental Health				
<input type="checkbox"/> Neurology				

<sup>4</sup> Referral Mode = Referred to external provider, referred to in-house provider, list of providers given, referral center, patient chooses to make own appointment, other

**10. Referrals (continued)**

**EXHIBIT B**

	REFERRAL MODE <sup>4</sup>	DATE OF FIRST APPT.	DATE OF F/U APPT.	MEDICAL PROVIDER
<input type="checkbox"/> Nutritionist				
<input type="checkbox"/> OB/Gyn				
<input type="checkbox"/> Oncology				
<input type="checkbox"/> Optome/Ophthalmology				
<input type="checkbox"/> Orthopedics				
<input type="checkbox"/> Pediatrics				
<input type="checkbox"/> Podiatry				
<input type="checkbox"/> Prenatal				
<input type="checkbox"/> Primary care				
<input type="checkbox"/> Pulmonary/chest				
<input type="checkbox"/> Renal				
<input type="checkbox"/> Urology				
<input type="checkbox"/> WIC				
<input type="checkbox"/> Other				

See Part III: Physical Examination section

Signature	Date
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<sup>4</sup> Referral Mode = Referred to external provider, referred to in-house provider, list of providers given, referral center, patient chooses to make own appointment, other

**PART II: COMPREHENSIVE HEALTH HISTORY**

**11. Review of Systems/Current Symptoms:** Check (☑) all that apply. Enter specific findings or observations on "Summary of Current Symptoms and Complaints" box on page 8.  Declined

<p><b>General</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> None identified</li> <li><input type="checkbox"/> Fever</li> <li><input type="checkbox"/> Night sweats</li> <li><input type="checkbox"/> Weight loss</li> <li><input type="checkbox"/> Poor appetite</li> <li><input type="checkbox"/> Other</li> </ul>	<p><b>Gastrointestinal</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> None identified</li> <li><input type="checkbox"/> Indigestion</li> <li><input type="checkbox"/> Pain</li> <li><input type="checkbox"/> Vomiting</li> <li><input type="checkbox"/> Diarrhea</li> <li><input type="checkbox"/> Constipation</li> <li><input type="checkbox"/> Bloody stools</li> <li><input type="checkbox"/> Black stools</li> <li><input type="checkbox"/> Worms</li> <li><input type="checkbox"/> Other</li> </ul>
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**11. Review of Systems/Current Symptoms:** (continued) Check (☑) all that apply. Enter specific findings or observations on "Summary of Current Symptoms and Complaints" box on page 8.

<b>Skin</b> <input type="checkbox"/> None identified <input type="checkbox"/> Rash <input type="checkbox"/> Itching <input type="checkbox"/> Wounds <input type="checkbox"/> Burns <input type="checkbox"/> Other	<b>Genitourinary</b> <input type="checkbox"/> None identified <input type="checkbox"/> Pain urinating <input type="checkbox"/> Blood in urine <input type="checkbox"/> Frequency <input type="checkbox"/> Hesitancy <input type="checkbox"/> Incontinence <input type="checkbox"/> Discharge <input type="checkbox"/> Other
<b>EENT</b> <input type="checkbox"/> None identified <input type="checkbox"/> Eye problems <input type="checkbox"/> Ear problems <input type="checkbox"/> Mouth problems <input type="checkbox"/> Other	<b>Neurological</b> <input type="checkbox"/> None identified <input type="checkbox"/> Decreased sensation <input type="checkbox"/> Dizziness <input type="checkbox"/> Headaches <input type="checkbox"/> Numbness <input type="checkbox"/> Seizures <input type="checkbox"/> Tingling <input type="checkbox"/> Weakness <input type="checkbox"/> Other
<b>Respiratory/cv</b> <input type="checkbox"/> None identified <input type="checkbox"/> Short of breath <input type="checkbox"/> Wheezing <input type="checkbox"/> Cough <input type="checkbox"/> Sputum <input type="checkbox"/> Chest pain <input type="checkbox"/> Abnormal heartbeat <input type="checkbox"/> Other	<b>Paresis</b> <input type="checkbox"/> None identified <input type="checkbox"/> Arms <input type="checkbox"/> Legs <input type="checkbox"/> Hemaplegia <input type="checkbox"/> Paraplegia <input type="checkbox"/> Quadriplegia <input type="checkbox"/> Other
<b>Musculo/skeletal</b> <input type="checkbox"/> None identified <input type="checkbox"/> Amputation <input type="checkbox"/> Assistive devices <input type="checkbox"/> Contracture <input type="checkbox"/> Deformity <input type="checkbox"/> Fractures <input type="checkbox"/> Joint pain <input type="checkbox"/> Limitations <input type="checkbox"/> Scoliosis <input type="checkbox"/> Stiffness <input type="checkbox"/> Swelling <input type="checkbox"/> Unsteady <input type="checkbox"/> Other	

**12. Allergies/Reaction**

Declined

<input type="checkbox"/> No Known allergies	SUBSTANCE (ALLERGEN)	REACTION
<input type="checkbox"/> Chemical allergies		
<input type="checkbox"/> Drug allergies		
<input type="checkbox"/> Environmental allergies		
<input type="checkbox"/> Food allergies		
<input type="checkbox"/> Insect allergies		
<input type="checkbox"/> Other allergies		

**13. Medical History** PH=Personal Hx FH= Family Hx Check (  ) all that apply.

Declined

	PH	FH	TYPE (IF KNOWN)	CURRENT MEDICATIONS	ALTERNATIVE TREATMENTS	HOSPITALIZED DATE
<input type="checkbox"/> None identified						
Anemia						
Blood transfusion						
Cancer						
Cardiovascular Dz						
Diabetes mellitus						
Epilepsy						
Hepatitis						
Hypertension						
Kidney Dz						
Liver Dz						
Lung Dz						
Malaria						
Mental/emotional						
Ulcer Dz						
Stroke						
Tuberculosis						
Thyroid Dz						
Surgery(ies)						
Surgery(ies)						
Other (specify)						

**14. Reproductive Health—Women**

Declined

LMP: ___/___/___	Problem with menses: <input type="checkbox"/> YES <input type="checkbox"/> NO	Last Pap smear date: ___/___/___	Last mammogram date: ___/___/___	Age of menarche: _____
Gravida: _____	Pregnant: <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> Never done	<input type="checkbox"/> Never done	Age of menopause: _____
Para: _____	EDC: ___/___/___	<input type="checkbox"/> Normal	<input type="checkbox"/> Normal	Family planning method: _____
SAB: _____	<input type="checkbox"/> History of FGC	<input type="checkbox"/> Abnormal	<input type="checkbox"/> Abnormal	_____
TAB: _____				_____

**15. Birth History—Children (Ages 0–5)**

Declined

Birth term	Birth weight _____ lbs. OR _____ kg.
Birth defects	Pregnancy complications
Comments:	

**16. Lifestyle Assessment**

DECLINED

HEALTH EDUCATION  
D= DISCUSSED  
EM=EDUC MATERIALS

	Type:	Frequency:	
Tobacco use	_____	_____	<input type="checkbox"/> D <input type="checkbox"/> EM
Illegal drugs	_____	_____	<input type="checkbox"/> D <input type="checkbox"/> EM
Drink alcohol	_____	_____	<input type="checkbox"/> D <input type="checkbox"/> EM
Exercise	_____	_____	<input type="checkbox"/> D <input type="checkbox"/> EM
Use seat belts/car seats	<input type="checkbox"/> YES <input type="checkbox"/> NO	_____	<input type="checkbox"/> D <input type="checkbox"/> EM
Add salt to foods	<input type="checkbox"/> YES <input type="checkbox"/> NO	_____	<input type="checkbox"/> D <input type="checkbox"/> EM
Eat fried foods frequently	<input type="checkbox"/> YES <input type="checkbox"/> NO	_____	<input type="checkbox"/> D <input type="checkbox"/> EM
Eat sweets daily	<input type="checkbox"/> YES <input type="checkbox"/> NO	_____	<input type="checkbox"/> D <input type="checkbox"/> EM
Sexually active*	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A	<input type="checkbox"/> Declined to answer	<input type="checkbox"/> D <input type="checkbox"/> EM
Partners >1 in past year*	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A	<input type="checkbox"/> Declined to answer	<input type="checkbox"/> D <input type="checkbox"/> EM
Use of condoms*	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A	<input type="checkbox"/> Declined to answer	<input type="checkbox"/> D <input type="checkbox"/> EM
Previous STDs / STIs*	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A	<input type="checkbox"/> Declined to answer	<input type="checkbox"/> D <input type="checkbox"/> EM
HIV knowledge*	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A		<input type="checkbox"/> D <input type="checkbox"/> EM

\* N/A indicates that this particular behavior inquiry is not age appropriate.

How do you prefer to get your health information?  Not applicable (due to age)

Family/relatives  TV/video  Radio  Pamphlets  Provider  Community leader  Other

**17. Family Violence Prevention Education**

Was client notified that domestic violence is a crime in the United States?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Was client notified that child/elder abuse is a crime in the United States?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Did client give any indication that she/he has been or is a victim of domestic violence?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Was client given cultural/linguistically appropriate information?	<input type="checkbox"/> YES <input type="checkbox"/> NO

**Interviewer and Interpreter Signature**

Interviewer signature	Title	Date
Interpreter signature	Date	
Interpreter name (print)	Telephone number (       )	

**18. Mental/Emotional**

- None identified
- Declined to answer
- Trouble concentrating
- Trouble sleeping
- Bad dreams
- Change in appetite
- Tired or low energy
- Nervous or irritable
- Heart pounding or racing
- Sad or hopeless
- Unable to go on
- Feel like ending your life
- Other

**19. Trauma/Physical Injuries**

- None identified
- Declined to answer
- Injured by land mine
- Injured by shrapnel
- Beaten
- Starved
- Tortured
- Imprisoned
- Isolated
- Sexually abused
- Experienced intense fear
- Forced to leave your home
- Observed family member tortured
- Observed family member injured
- Observed family member killed
- Other trauma

**CLINIC USE ONLY**

**Summary of Current Symptoms/Complaints** (This space provided for descriptive details and concerns regarding items checked on "Review of Systems," page 5.)

Have you seen a medical provider since your arrival?  YES  NO

Reason:

**PART III: PHYSICAL EXAMINATION**

**20. Vital Signs**

Declined

Temp: \_\_\_\_\_ °C / \_\_\_\_\_ °F    Pulse: \_\_\_\_\_  Reg. /  Irreg.    B/P (3 years +) \_\_\_\_\_  
 Height: \_\_\_\_\_ cm / \_\_\_\_\_ inch    Weight: \_\_\_\_\_ kg / \_\_\_\_\_ lbs.    Head circumference (2 years and under) \_\_\_\_\_ cm

Vision Snellen: L \_\_\_\_\_ R \_\_\_\_\_ Both \_\_\_\_\_

Audiometry:  Normal  Abnormal  Inconclusive

Comments: \_\_\_\_\_    Comments: \_\_\_\_\_

**21. Physical Examination** Check (☑) if normal, comment if abnormal.

Declined

<b>Skin</b> <input type="checkbox"/> Normal	<input type="checkbox"/> Scars <input type="checkbox"/> Other	<input type="checkbox"/> Birthmarks	<input type="checkbox"/> Ecchymoses	<input type="checkbox"/> Petechiae	<input type="checkbox"/> Dermatitis
<b>Head/Facies</b> <input type="checkbox"/> Normal	<input type="checkbox"/> Other				
<b>Nose</b> <input type="checkbox"/> Normal	<input type="checkbox"/> Septum	<input type="checkbox"/> Mucosa	<input type="checkbox"/> Other		
<b>Mouth/pharynx</b> <input type="checkbox"/> Normal	<input type="checkbox"/> Gums <input type="checkbox"/> Other	<input type="checkbox"/> Teeth	<input type="checkbox"/> Tongue	<input type="checkbox"/> Oropharynx	<input type="checkbox"/> Tonsils
<b>Ears</b> <input type="checkbox"/> Normal	<input type="checkbox"/> Hearing	<input type="checkbox"/> Drums	<input type="checkbox"/> Canals	<input type="checkbox"/> Other	
<b>Eyes</b> <input type="checkbox"/> Normal	<input type="checkbox"/> EOM <input type="checkbox"/> Other	<input type="checkbox"/> Strabismus	<input type="checkbox"/> Conjunctiva	<input type="checkbox"/> Pupils	<input type="checkbox"/> Fundi
<b>Neck</b> <input type="checkbox"/> Normal	<input type="checkbox"/> Thyroid	<input type="checkbox"/> Trachea	<input type="checkbox"/> Neck veins	<input type="checkbox"/> Other	
<b>Lymphatic</b> <input type="checkbox"/> Normal	<input type="checkbox"/> Cerv-auric <input type="checkbox"/> Other	<input type="checkbox"/> Supra clavicular	<input type="checkbox"/> Axillary	<input type="checkbox"/> Epitrochlear	<input type="checkbox"/> Inguinal
<b>Breasts</b> <input type="checkbox"/> Normal	<input type="checkbox"/> Tanner stage	<input type="checkbox"/> Masses	<input type="checkbox"/> Nipple discharge	<input type="checkbox"/> SBE reviewed	<input type="checkbox"/> Other
<b>Thorax/lungs</b> <input type="checkbox"/> Normal	<input type="checkbox"/> AP diameter	<input type="checkbox"/> Expansion	<input type="checkbox"/> Percussion	<input type="checkbox"/> Auscultation	<input type="checkbox"/> Other
<b>Heart</b> <input type="checkbox"/> Normal	<input type="checkbox"/> Rhythm <input type="checkbox"/> Other	<input type="checkbox"/> PMI	<input type="checkbox"/> Heart sounds	<input type="checkbox"/> Murmurs	<input type="checkbox"/> Gallops
<b>Peripheral vascular</b> <input type="checkbox"/> Normal	<input type="checkbox"/> Carotid <input type="checkbox"/> P.tib.	<input type="checkbox"/> Radial <input type="checkbox"/> Bruits	<input type="checkbox"/> Femoral <input type="checkbox"/> Varices	<input type="checkbox"/> Popliteal <input type="checkbox"/> Other	<input type="checkbox"/> D.Ped.
<b>Abdomen/flank</b> <input type="checkbox"/> Normal	<input type="checkbox"/> Contour <input type="checkbox"/> Liver	<input type="checkbox"/> Scars <input type="checkbox"/> Spleen	<input type="checkbox"/> Bowel sounds <input type="checkbox"/> Hernia	<input type="checkbox"/> Bruits <input type="checkbox"/> Masses	<input type="checkbox"/> Tenderness <input type="checkbox"/> Other
<b>Musculo/skeletal</b> <input type="checkbox"/> Normal	<input type="checkbox"/> Joint pain <input type="checkbox"/> Scoliosis	<input type="checkbox"/> Muscles <input type="checkbox"/> Other	<input type="checkbox"/> Back/neck	<input type="checkbox"/> Hip/shoulder	<input type="checkbox"/> Peripheral
<b>Extremities</b> <input type="checkbox"/> Normal	<input type="checkbox"/> Deformities	<input type="checkbox"/> Edema	<input type="checkbox"/> Ulcers	<input type="checkbox"/> Other	
<b>Neuro-psychiatric</b> <input type="checkbox"/> Normal	<input type="checkbox"/> Mood <input type="checkbox"/> Mental status	<input type="checkbox"/> Cranial nerves <input type="checkbox"/> Coordination	<input type="checkbox"/> Tremors <input type="checkbox"/> Sensory	<input type="checkbox"/> Motor <input type="checkbox"/> Reflexes	<input type="checkbox"/> Romberg <input type="checkbox"/> Other
<b>Genital—pelvic (female)</b> <input type="checkbox"/> Normal <input type="checkbox"/> Deferred <input type="checkbox"/> Declined	<input type="checkbox"/> Tanner stage <input type="checkbox"/> Female genital cutting	<input type="checkbox"/> Introitus/vagina <input type="checkbox"/> Other	<input type="checkbox"/> Cervix	<input type="checkbox"/> Uterus	<input type="checkbox"/> Adnexae
<b>Genital—male</b> <input type="checkbox"/> Normal <input type="checkbox"/> Deferred <input type="checkbox"/> Declined	<input type="checkbox"/> Tanner stage	<input type="checkbox"/> Penis	<input type="checkbox"/> Scrotum	<input type="checkbox"/> Testicles	<input type="checkbox"/> Other
<b>Rectal</b> <input type="checkbox"/> Normal <input type="checkbox"/> Deferred <input type="checkbox"/> Declined	<input type="checkbox"/> Hemorrhoids	<input type="checkbox"/> Masses	<input type="checkbox"/> Fissures	<input type="checkbox"/> Prostate	<input type="checkbox"/> Other
<b>Occult blood test</b>	<input type="checkbox"/> Positive	<input type="checkbox"/> Negative	<input type="checkbox"/> Deferred	<input type="checkbox"/> Declined	

Assessment and Plan—*CLINIC USE ONLY*

Assessment:

Plan:

Medical provider signature

Title

Date

## 2007/2008 California State Plan for Refugee Assistance and Services

## California Department of Social Services

## Manual of Policies and Procedures (MPP) Section Reference

SUBJECT	MPP SECTION
State will use the hearings standards and procedures as set forth in 45 CFR Section 400.83(b)	69-210 – Notices and Hearings
Describe the elements of the TANF program which will be used in the RCA program. Determination of initial and on-going eligibility treatment of income and resources, budgeting methods, need standards. (45 CFR Section 400.66[a][1]) Determination of benefit amounts/payment levels based on size of the assistance unit, income disregards. (45 CFR Section 400.66[a][2]) Proration of shelter, utilities, and similar needs. (45 CFR Section 400.66[a][3]) Any other State TANF rules relating to financial eligibility and payments. (45 CFR Section 400.66[a][4])	69-206 – Refugee Resettlement Program, Income and Resources 42-200 – Property 44-100 - Income 44-200 – Assistance Unit Composition and Need 44-300 – Aid Payments
Will not consider resources remaining in the applicant's country of origin. (45 CFR Section 400.66[b])	69-206.21
Will not consider a sponsor's income and resources as accessible to the refugee solely because the person is serving as a sponsor. (45 CFR Section 400.66[c])	69-206.2
Will not consider any cash grant received by the applicant under the Department of State or Department of Justice Reception and Placement program (45 CFR Section 400.66[d])	69-206.11
Will use date of application as the date RCA begins. (45 CFR Section 400.66[e])	69-205.211
Implementation date must be implemented by 3/21/2002	69-200 Regulations became effective 2/1/02
Describes the criteria for exemption from registration for employment services, participation in employability service programs, and acceptance of appropriate offers of employment.	69-207.3 – Refugees Exempt from Registration, Employment and Employment-Directed Education/Training Requirements
State will notify promptly local resettlement agency whenever refugee applies for RCA. (45 CFR Section 400.68[a])	69-203.2 – County Responsibilities
State will contact applicant's sponsor or local resettlement agency at time of application for RCA concerning offers of employment, etc. (45 CFR Section 400.68[b])	69-203.2 – County Responsibilities
Describes safeguards for limited English proficient persons as required by 45 CFR Section 400.55	21-115 – Provisions for Services to Applicants and Recipients who Are Non-English speaking or who Have Disabilities

2006/2007 CALIFORNIA STATE PLAN FOR REFUGEE/ENTRANT  
ASSISTANCE AND SERVICES  
CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES  
MEDI-CAL ELIGIBILITY PROCEDURES MANUAL ARTICLE 24

ORR REQUIREMENT	MEPM SECTION
The state will base RMA/EMA on the applicant's income and resources on the date of application.	Article 24B-4, Section 2. RMA/EMA Eligibility Requirements, a.(4)
The state will use the 200 percent poverty option as an eligibility standard for RMA/EMA.	Article 24B-3, Section 2. RMA/EMA Eligibility Requirements, a.(2) and (3)
The state will allow refugees who do not meet the financial eligibility standards for RMA/EMA to spend down as is done for Medi-Cal.	Article 24B-4, Section 2. RMA/EMA Eligibility Requirements, a.(6)
The state will determine eligibility for RMA/EMA applicants as individuals and not as a family or assistance unit.	Article 24B-3, Section 2. RMA/EMA Eligibility Requirements, a.(1)
The state will not count the Reception and Placement grant, matching grant, or RCA when determining RMA/EMA eligibility on the date of application.	Article 24B-4, Section 2. RMA/EMA Eligibility Requirements, a.(5)
The state will not count any property remaining in the refugee's country of origin.	Article 24B-4, Section 2. RMA/EMA Eligibility Requirements, a.(5)
The state will not count any income earned after the date of application.	Article 24B-4, Section 2. RMA/EMA Eligibility Requirements, a.(4)
The state will not consider in-kind services and shelter provided by a sponsor or local resettlement agency when determining eligibility for RMA/EMA.	Article 24B-4, Section 2. RMA/EMA Eligibility Requirements, a.(5)
The state must comply with regulations governing applications, determination of eligibility and furnishing Medicaid (including opportunity for fair hearings).	Title 22, California Code of Regulations, Section 50257(b)(2); Article 24B-11, Section 9. Notice of Action
Notify the agency which provided for the initial resettlement of a refugee whenever the refugee applies for medical assistance.	Article 24B-5, Section 4. Resettlement Agency Identification
The state will transfer clients who lose eligibility for Medi-Cal due to employment during their first 8 months in the U.S. to RMA/EMA without an eligibility determination.	Article 24B-4, Section 2. RMA/EMA Eligibility Requirements, a.(9) and (10)
The state will not use denial or termination from RCA as criterion for eligibility for RMA/EMA.	Article 24B-4, Section 2. RMA/EMA Eligibility Requirements, a.(9)

**CALIFORNIA DEPARTMENT OF SOCIAL SERVICES  
WELFARE TO WORK DIVISION**

**Continuity of Government/Continuity of Operations Plan  
Disaster Management Procedures – Pandemic Flu Preparation**

<b>Task-Event/Activity</b>	<b>Responsible Team Member</b>	<b>Detail or Reference</b>
Maintain telephone trees	WTW Management Team	Each manager responsible for his/her staff
Conference Call Capability	WTW Management Team	Obtain conference call lines to be used as needed.
Dial-Up Access	WTW Branch Chiefs	If Dial-Up PC access becomes necessary, Branch Chiefs would work with managers to determine who needs access. The Information Services Division would then be requested to set up accounts.
Communication Plan for Stakeholders	WTW Deputy & Branch Chiefs	Inform stakeholders to refer to website for daily updates on issues. Branch Chiefs would review web content prior to posting.
Contact with Federal Government	WTW Deputy & Branch Chiefs	Keep federal officials informed of limitations by program and geographic area.
Request Waivers	WTW Management Team	If mandated program activities can not be performed, e.g. face-to-face interviews, then waivers would be requested from federal entities.
Seek Executive Order	WTW Deputy Director	If State mandates can not be carried out, e.g., fingerprint imaging, request an Executive Order to suspend mandate.
Alternative Operational Guidelines	WTW Management Team	Develop alternative program procedures for mandated activities that can not be performed.

**ACRONYMNS**

**ACIN -- All County Information Notice**

**ACL -- All County Letter**

**AREERA -- Agricultural Research, Extension and Education Reform Act**

**CalWORKs -- California Work Opportunity and Responsibility to Kids**

**CAPI -- Cash Assistance Program for Immigrants**

**CBO -- Community-Based Organization**

**CC-SJ -- Catholic Charities of San Jose**

**CDA -- California Department of Aging**

**CDDS -- California Department of Developmental Services**

**CDE -- California Department of Education**

**CDHCS -- California Department of Health Care Services**

**CDMH -- California Department of Mental Health**

**CDPH -- California Department of Public Health**

**CDSS -- California Department of Social Services**

**CFR -- Code of Federal Regulations**

**COG -- Continuity of Government**

**COOP -- Continuity of Operations Plan**

**CRC -- County Refugee Coordinator**

**CRHC – County Refugee Health Coordinator**

**CWD -- County Welfare Department**

**CWDA -- County Welfare Directors Association**

**FFP -- Federal Financial Participation**

**FFY -- Federal Fiscal Year**

**GA/GR -- General Assistance/General Relief**

**HFP -- Healthy Families Program**

**HHSA -- Health and Human Services Agency**

**JVCC -- Joint Voluntary Agencies Committee of California**

**LEP -- Limited English Proficient**

**MAA – Mutual Assistance Association**

**MAP -- Maximum Aid Payment**

**MBSAC -- Minimum Basic Standard of Adequate Care**

**MED – Medi-cal Eligibility Division**

**MEDS – Medi-Cal Eligibility Data System**

**MPP -- Manual of Policies and Procedures**

**OES – California Office of Emergency Services**

**ORR – Office of Refugee Resettlement**

**PRWORA -- Personal Responsibility and Work Opportunity Reconciliation Act**

**RCA -- Refugee Cash Assistance**

**RHA -- Refugee Health Assessment**

**RHEIS -- Refugee Health Electronic Information System**

**RHS -- Refugee Health Section**

**RMA -- Refugee Medical Assistance**

**RPB -- Refugee Programs Bureau**

**RRP -- Refugee Resettlement Program**

**RSS -- Refugee Social Services**

**SAC -- State Advisory Council on Refugee Assistance and Services**

**SSI/SSP -- Supplemental Security Income/State Supplementary Payment**

**TA -- Targeted Assistance**

**TANF -- Temporary Assistance to Needy Families**

**URM -- Unaccompanied Refugee Minor**

**U.S. -- United States**

**VOLAG -- Voluntary Agency**

**W&I Code -- Welfare and Institutions Code**

**WTW -- Welfare to Work**