



## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN THE COUNTY OF SAN MATEO SHERIFF'S OFFICE, CORRECTIONAL HEALTH SERVICES, JUVENILE PROBATION AND HUMAN SERVICES AGENCY**

#### **I. SUMMARY**

This interagency Memorandum of Understanding (MOU) is between the County of San Mateo Sheriff's Office (SO), County of San Mateo Health Correctional Health Services (CHS), County of San Mateo Probation Department Juvenile Services and Institutions Division (Probation), and County of San Mateo Human Services Agency (HSA). The purpose of this agreement is to establish guidelines for the provision of the California Advancing and Innovating Medi-Cal (CalAIM) pre-release mandate for justice-involved individuals. This MOU is intended to set up pre-release Medicaid (Medi-Cal) application processes in order to better position individuals leaving the jail and youth detention systems to have access to Medi-Cal coverage immediately upon release into the community. Mandates for this workflow are provided via Assembly Bill 133, the CalAIM legislation that requires county welfare and county Sheriff's departments or Juvenile Probation/Youth Facility to screen for Medi-Cal eligibility at least 135 days prior to an incarcerated adult or juvenile's release from a public institution.

Data sharing guidelines are pursuant to Welfare and Institutions Code § 4184.102(j). Successful pre-release Medi-Cal application processes will require on-going communication between the County Correctional Facilities (CCF) and the County Welfare Departments (CWDs). Penal Code § 4011.11 authorizes the sharing of records and other data among CCFs and CWDs. However, all beneficiary/applicant information communicated between the CCF and CWD, regardless of the transfer method and format (paper, electronic, or other) must comply with state and federal requirements to protect the information of the beneficiary/applicant.

CWDs and their local CCFs shall enter into written agreements that impose, at a minimum, the same restrictions and conditions with respect to Medi-Cal Personally Identifiable Information (Medi-Cal PII) that apply to the CWD through the Medi-Cal Privacy and Security Agreement between the CWD and DHCS, released via ACWDL 19-16 or any applicable superseding ACWDL.

To address situations where an individual in custody of San Mateo County correctional facilities will be a resident of a county other than the county that is signatory to this agreement, the commitments of San Mateo County correctional facilities under this agreement to protect confidential information shall also apply to confidential information exchanged with such other county. This provision is not intended to impose any new obligation on the county signing this agreement, with regard to any inter-county transactions.

## **II. PARTIES**

For the purposes of this MOU, the Sheriff's Office will be designated as the primary entity to perform Medi-Cal outreach and enrollment justice-involved adults, thus facilitating the pre-release mandate on behalf of HSA. Correctional Health will assist with the outreach and enrollment of incarcerated adults and juveniles especially if hospitalized or when other special circumstances occur that may require submitting a Medi-Cal application. Probation will be designated the primary entity to do Medi-Cal outreach and enroll justice-involved youth in Medi-Cal. Each party's responsibilities for the CalAIM pre-release mandate are outlined in this MOU.

## **III. SAN MATEO COUNTY SHERIFF'S OFFICE RESPONSIBILITIES**

*San Mateo County Sheriff's Office will be responsible for and agree to the following:*

- Communicate names of incarcerated individuals (IP) via communication portal such as secured email or secured data systems in order for HSA to suspend Medi-Cal if active. Information transmitted should also include aliases if disclosed by IP, date of birth, and social security numbers (when available), and release dates when known.
- Identify uninsured individuals who may be potentially eligible for Medi-Cal at intake or close to intake as part of the CalAIM pre-release process.
- Complete Medi-Cal applications with incarcerated persons using electronic application such as fillable PDF with signature pad(s) owned by HSA, online via BenefitsCal, or paper applications.

- Regarding the use of electronic signature pads:

Per DHCS, the fillable PDF and signature device can be used, as long as the MOU/Data Sharing agreement shows how the Sheriff's Office, and the Social Services Department (SSD) will ensure the requirements below are met:

- The county must have record of the authentication\* from the Medi-Cal applicant/beneficiary/authorized representative; and attach or logically associate the applicant/beneficiary/authorized representative's

electronic signature to the county's electronic record. (Note: The county will keep the record of authentication in case restored stored electronically in imaging system used by HSA).

- The Social Services Department owns the electronic signature pad Device that the in-custody case managers would use to obtain the electronic signature.
- The SO will gather the information/signature and send to the county via secured email or through BenefitsCal.

*\* "Record of authentication" refers to the need for counties to be able to reasonably say that the signature came from the specific person and an audit trail that can be traced back to the person providing the electronic signature. The SSD also needs to have the signature stored in the case file to "attach or logically associate the applicant/beneficiary/authorized representative's electronic signature to the county's electronic record."*

Per MEDIL 21-38, counties must be the entity to establish and adopt an electronic signature process.

In order to establish and adopt use of the signature pad device:

In agreed upon process, HSA would own the electronic signature pad device that the in-custody case managers would use to obtain the electronic signature.

The MOU explains the process that will be used, how it will ensure the applicant/beneficiary/authorized representative is signing the application, and how the application signature will be provided to the county.

- Collect all necessary paperwork and verifications if possible and send via secured email to HSA.
- For in-person CalAIM pre-release Medi-Cal interviews, provide pre-designated interview space that is safe and confidential.
- Communicate release dates to designated parties to ensure timely removal of Medi-Cal suspensions.
- Provide designated staff names and update frequently to ensure timely communication.

#### **IV. CORRECTIONAL HEALTH RESPONSIBILITIES**

*Correctional Health will be responsible for and agrees to the following:*

- Assist with Medi-Cal applications especially when special circumstances occur such as hospitalization, mental health assessments, etc.
- Complete Medi-Cal applications with incarcerated persons using electronic application such as fillable PDF with signature pad(s) owned by HSA, online via BenefitsCal, or paper applications.
- Collect all necessary paperwork and verifications if possible and send via secured email to HSA.
- Provide designated staff names and update frequently to ensure timely communication.

#### **V. PROBATION RESPONSIBILITIES**

*Probation will be responsible for and agrees to the following:*

- Communicate names of incarcerated youth/individuals via communication portal such as secured email or secured data systems in order for HSA to suspend Medi-Cal if active. Information transmitted should also include aliases if disclosed by incarcerated youth, date of birth, and social security numbers (when available), and release dates when known.
- Seek parent/guardian participation and consent to apply for Medi-Cal if youth is under 18 years of age or is over 18 years of age and is claimed as a tax dependent. Notify HSA if parent/guardian has opted in for Medi-Cal services or parent/guardian has not responded.
- Seek participation in Medi-Cal directly with youth if over 18 years of age and not claimed as a tax dependent.
- Complete Medi-Cal application with youth over 18 years of age if not a tax dependent using paper application and transmit to HSA via secured email.
  - Collect all necessary paperwork and verifications if possible and send to HSA via secured email.
- Complete Notice of Incarceration, Release or Medi-Cal application transmittal form and send to HSA via secured email.

- Communicate release dates to designated parties outlined to ensure timely removal of Medi-Cal suspensions.
- Provide designated staff names and update frequently to ensure timely communication.

## **VI. HUMAN SERVICES AGENCY RESPONSIBILITIES**

*HSA will be responsible for and agrees to the following:*

- Provide Benefits Analyst (BA) and other support staff to administer the CalAIM Pre-Release Medi-Cal application process.
- Cross reference names of pre-release incarcerated person/youth in the Statewide Automated Welfare systems and Medi-Cal Eligibility Data System (MEDS).
- Create a pending Medi-Cal application using the date the referral was received as the date of application and assign to designated Eligibility Worker.
- Conduct video calls with incarcerated adult arranged with SO if application is incomplete or additional information is needed.
- Add and remove Medi-Cal suspensions as determined by current Medi-Cal policy.
- Provide Medi-Cal policy guidance as requested and as needed.
- Collect non-confidential program data to evaluate and improve program design.
- Provide quarterly performance data to all parties detailing number of referrals, macro- level outcomes, and processing timeframes.
- Provide Medi-Cal application and active case status updates as requested by designated parties in compliance with Data Sharing agreement.
- Provide Notice of Action and/or Benefit Identification Card (BIC) information and/or copy of temporary paper BIC upon request to designated parties to provide to beneficiary upon release.

## **VII. JOINT OBLIGATIONS**

1. In the case of unresolved disputes, each party will elevate the issue to its appropriate administrative or executive representative. The administrative or executive representative from each department will consult one another on the issue and reach a joint resolution. If the departments are unable to reach agreement, the dispute will be elevated to the County Executive's Office for resolution.
2. All parties will meet quarterly to discuss existing workflow procedures, policy changes impacting program design, program data, including general outcomes and baseline comparisons, and identify areas for improvement.
3. All parties will provide lists of designated staff who support and/or backup the CalAIM pre-release process to ensure ease of sharing confidential information in accordance with Welfare and Institutions Code § 14184.1020). List will be updated at quarterly meeting.
4. All parties will explore potential workflow for Medi-Cal screening for incarcerated person/youth who are incarcerated for less than 90 days.
5. All parties will explore potential streamlining of this process, including providing paper Medi-Cal applications for completion by the incarcerated person/youth.

## **VIII. CONFIDENTIALITY**

1. The parties agree to require any employees performing services pursuant to this MOU to comply with the provisions of Welfare and Institutions Code § 14184.1020, all other applicable Federal and State regulations as well as State contracts relating to the confidentiality of an incarcerated person/youth's Personally Identifiable Information and health information. The parties also agree to abide by the requirements of the California Department of Health Care Services relating to ensuring that all those provided access will properly safeguard Medi-Cal data.
2. Breaches of confidentiality of an incarcerated person's Medi-Cal information shall be reported to the HSA Compliance and Privacy Officer immediately, via the following means: email to Lulu Lopez [ldlopez@smcgov.org](mailto:ldlopez@smcgov.org) or phone call/VM to 650-802-5192.
3. HSA may be unable to obtain information if it is subject to Criminal Offender Record Information (CORI) legal restrictions.

## IX. TERMS OF AGREEMENT

1. Commencement: This MOU will become effective as of September XX 2023, and shall be in effect until terminated.
2. Termination: This MOU will remain in effect until one or all parties terminate as described herein. Any party may terminate this MOU for any reason by giving thirty (30) calendar days written notice to the other parties.
3. Modifications: This MOU may be modified only by written amendment signed by all parties.
4. Assignment: The rights, responsibilities and duties under this MOU are personal to each Department and may not be transferred or assigned without the express prior written consent of all parties.
5. Warranties: Each department hereby represents and warrants that it is qualified and competent to render all services agreed to in this MOU, and that it shall maintain appropriate licenses, certifications and permits through the life of this MOU which might be required by the work to be performed herein.
6. Jurisdiction and Venue: This MOU shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in San Mateo County, California.

**X. APPROVAL**

We, the undersigned, hereby certify that the Memorandum of Understanding is full, true, and correct and that all information is correct and complete.

*Claire Cunningham  
Director of Human Services Agency  
County of San Mateo*

*Christina Corpus  
Sheriff  
County of San Mateo*

*Michael del Rosario  
Director of Correctional Health Services  
County of San Mateo*

*John Keene  
Director of Probation Services  
County of San Mateo*

## EXHIBITS AND REFERENCES

DHCS Medi-Cal Security and Privacy Agreement 2019

CWD and Correctional Agencies Data Sharing, as required by CalAIM (outlined in [ACWDL 22-27](#))  
State law requires data sharing between CWDs and correctional agencies for the purposes of enrolling individuals into Medi-Cal, appropriately suspending and unsuspending/activating benefits for Medi-Cal beneficiaries and implementing and administering the CalAIM Justice Involved Initiative, as outlined in Pen. Code 4011.11(h)(4) and Welfare & Institutions Code § 14184.102(j); also see Welfare & Institutions Code § 14184.800.

### **Snippet from ACWDL 22-27**

#### DATA SHARING BETWEEN CCFs AND CWDs

Successful pre-release Medi-Cal application processes will require on-going communication between the CCFs and the CWDs. Penal Code § 4011.11 authorizes the sharing of records and other data among CCFs and CWDs. However, all beneficiary/applicant information communicated between the CCF and CWD, regardless of the transfer method and format (paper, electronic, or other) must comply with state and federal requirements to protect the information of the beneficiary/applicant.

CWDs and their local CCFs shall enter into written agreements that impose, at a minimum, the same restrictions and conditions with respect to Medi-Cal Personally Identifiable Information (Medi-Cal PII) that apply to the CWD through the Medi-Cal Privacy and Security Agreement between the CWD and DHCS, released via ACWDL 19-16 or any applicable superseding ACWDL. These shall include, (1) restrictions on disclosure of Medi-Cal PII, (2) conditions regarding the use of appropriate administrative, physical, and technical safeguards to protect Medi-Cal PII, and, where relevant, (3) the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII be reported to the CWD. If the following language is included in the CWDs written agreement with their local CCF, the CWD will be authorized by DHCS to share data with any CCF in other counties even when they are not a direct party to the CWD's agreement with their local CCF. "To address situations where an individual in custody of (enter County Correctional Facility name) will be a resident of a county other than the County that is signatory to this agreement, the commitments of (enter County Correctional Facility name) under this agreement to protect confidential information shall also apply to confidential information exchanged with such other county. This provision is not intended to impose any new obligation on the County signing this agreement, with regard to any inter-county transactions."

#### RELEASE OF INFORMATION (ROI)

A ROI is not required for a CCF to submit an application on behalf of an inmate or youth, or for any communication between the CCF and CWD in order to complete pre-release application processes. Authorized Representative (AR) An AR is not required for a CCF to submit an application on behalf of an inmate or youth as part of the pre-release application process.

However, during the application process, All County Welfare Directors Letter No.: 22-27 Page 9 November 10, 2022, the inmate or youth may designate an individual or an organization as an AR to act responsibly on their behalf in assisting with their application, renewal of eligibility, and other ongoing communications with the CWD. More information about ARs can be found in ACWDL 18-26, 18-26E, and 20-28.

*Data Sharing Agreements and Memorandum of Understanding (MOU)*

CWDs enter into Privacy and Security Agreements (PSAs) (released via [ACWDL 19-16](#) or any applicable superseding ACWDL) with DHCS that requires CWDs to have written agreements with any organization that they share Medi-Cal Personally Identifiable Information (Medi-Cal PII) with. These agreements shall impose, at a minimum, the same restrictions and conditions with respect to that apply to the CWD through the PSA, including (1) restrictions on disclosure of Medi-Cal PII, (2) conditions regarding the use of appropriate administrative, physical, and technical safeguards to protect Medi-Cal PII, and, where relevant, (3) the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII be reported to the CWD.

If the following language is included in the CWDs written agreement with their local correctional agencies, the CWD will be authorized by DHCS to share data with any correctional agencies in other counties even when they are not a direct party to the CWD's agreement with their local Correctional Agencies.

*“To address situations where an individual in custody of (enter county correctional facility name) will be a resident of a county other than the county that is signatory to this agreement, the commitments of (enter county correctional facility name) under this agreement to protect confidential information shall also apply to confidential information exchanged with such other county. This provision is not intended to impose any new obligation on the county signing this agreement, with regard to any inter-county transactions.”*