State of California—Health and Human Services Agency
California Department of Public Health

TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

GAVIN NEWSOM
Governor

October 1, 2022

Melanie Bird-Livingston
Division Chief, Clinic Health & Prevention Services
San Bernardino County, Dept. of Public Health
351 N. Mt. View Avenue, 3rd Floor
San Bernardino, CA 92415

Dear Melanie Bird-Livingston,

Refugee Health Assessment Program (RHAP) - Federal Fiscal Year (FFY) 2022-23 Award Number 21-36-90899-00

This letter covers the Refugee Health Assessment Program (RHAP) reimbursement information for the period of October 1, 2022 through September 30, 2023. The Office of Refugee Health (ORH) will reimburse the county at the rate per completed health assessment and the award amount below to cover administrative costs for the 2022-23 period:

1. $575.00 for a **comprehensive** (fully completed) health assessment
2. $50,285.00 for **administrative costs** (to be disbursed in quarterly payments)

The reimbursement rate is for the provision of health assessment services to refugees, asylees, entrants from Haiti and Cuba, special visa immigrants, federally certified victims of human trafficking, eligible Afghan and Ukrainian parolees, and other eligible entrants, as required per the 2022-23 ORH Policy and Procedure Manual. The Manual includes criteria for full health assessments.

The reimbursement rate is for costs of patient care that is not billable to Medi-Cal. For patients that have not qualified for Medi-Cal at the time of the health assessment and who cannot be enrolled in Medi-Cal or Refugee Medical Assistance (RMA) (for example, those who are lost to follow up or have moved), ORH will consider reimbursement for health assessment costs on a case-by-case basis for those seen in the first 90 days of arrival, adjudication, or certification. Documentation and approval from the ORH Chief are required and reimbursement is limited.

Allowable Administrative Costs

Allowable costs include coordination and scheduling with resettlement agencies and patients, verifying Medi-Cal eligibility, preparing pre-arrival medical records, interpreting, data entry into RHEIS, data cleaning and analysis/epidemiological reporting, and overall program administration and coordination.

Please note: This award is subject to an appropriation of funds from the Federal Office of Refugee Resettlement, thus rate and/or award could be adjusted.

To receive reimbursement, please complete the following:

1. Complete and sign the enclosed Section VI – Attachment B Certifications, Assurances, and Requirements/Agreement Acceptance form, the Data Use and Disclosure Agreement forms and attach the Checklist.
2. Review RHEIS Users document, and identify users who no longer need access to RHEIS.
3. Submit signed documents to Nuny.cabanting@cdph.ca.gov and Nossin.Khan@cdph.ca.gov by by **October 28, 2022**.

Submit your quarterly invoice to ORH with the following information:
- Award Number **21-36-90899-00**
- List separately quarterly administrative costs and number of fully completed health assessments.
- Attach the RHEIS invoice report, including patients served, covering the dates of the invoice period in an encrypted email.
- The CDPH has implemented a new state-wide accounting and budgeting system and this system rejects duplicate invoice numbers. Therefore, please include your county name, quarter billed, "RHAP", and the fiscal year "22-23" in your invoice number (ex. County Q# RHAP FY22-23).

The health assessments must be completed in accordance with the RHAP medical instructions (see Manual, Section III C). Should any assessment(s) not meet with the CDPH/ORH medical instructions, the invoice will be returned, and payment withheld until the required components are completed in full.

Name
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If you have any questions or need further clarification, please contact me at Christine.Murto@cdph.ca.gov or (916) 552-8264.

Sincerely,

Christine Murto, PhD
Chief, Office of Refugee Health

Enclosure

cc: Abigail Bates
        California Department of Public Health
        Office of Refugee Health
        MS 5204, P.O. Box 997377
        Sacramento, CA 95899-7377

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
REFUGEE HEALTH ASSESSMENT PROGRAM (RHAP)
SUBMISSION CHECKLIST
Budget Period: October 1, 2022 – September 30, 2023

Awardee:

Award Number:

☐ Submission Checklist

☐ Certifications, Assurances, and Requirements Agreement Acceptance

☐ Attachment C – Agreement of Employee/Data Recipient to Comply with Confidentiality requirements

☐ Attachment D – Confidentiality of Patient Information

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
REFUGEE HEALTH ASSESSMENT PROGRAM (RHAP)
CERTIFICATIONS, ASSURANCES, AND REQUIREMENTS AGREEMENT ACCEPTANCE
Budget Period: October 1, 2022 – September 30, 2023

I agree to provide the following certifications, assurances and requirements and to comply with the Office of Refugee Health's (ORH) FY 2022-23 ORH Policy and Procedure Manual and any other conditions stipulated by the California Department of Public Health, ORH:

1. Ensure the provision of health assessment services to refugees, asylees, entrants from Haiti and Cuba, special immigrant visa holders, certified victims of human trafficking, and other eligible entrants, are completed as required in the California Refugee Health Assessment Medical Instructions.

2. Ensure all interested ORR eligible individuals are provided a health assessment upon request. Every effort should be made by the RHAP program to assist eligible patients to enroll in Medi-Cal or Refugee Medical Assistance (RMA). No patient will be denied service or billed due to lack of ability to qualify for Medi-Cal or RMA.

3. Ensure compliance with RHAP Objectives.

4. Enter into the Refugee Health Electronic Information System (RHEIS) all arrivals from CDC's Electronic Disease Notification (EDN) regardless of whether the health assessment was started or not.

5. Ensure that required health assessment data will be entered into RHEIS accurately and within 30 days of completing the health assessment.

6. Conduct data and medical quality assurance monitoring on a regular basis.

7. Ensure each client's I-94 or other proof of eligibility form is reviewed and a copy kept in the client's medical record to confirm eligibility status and for audit purposes.

8. Ensure that billings to Medi-Cal related to the health assessment process are only for costs not funded by this award.

9. Comply with all required ORH deadlines and applicable requests.

10. Comply with all sections of the RHAP/RHEIS Data Use and Disclosure Agreement (DUDA)

    - Ensure page 11 of the DUDA is signed/updated every 3 years.
    - Ensure Attachment C: 'Agreement by Employee/Data Recipient to Comply with Confidentiality Requirements' and Attachment D: 'Confidentiality of Patient Information' of the DUDA is signed/updated for each RHEIS user annually

11. If RHAP services are Subcontracted, I will be responsible to ensure that all RHAP requirements are completed by the Subcontractor.

12. Notify the ORH within 7 days of anticipated discontinuation of RHAP services.

13. Identify a staff (Refugee Health Coordinator) to be in charge of communicating with the local Refugee Resettlement Agencies and the State.

    Print Name: Official Title:

                                                                       Email:

    Required Signature:

_____   Date:
    County Official Signature
    Print Name: **Joshua Dugas**   Official Tittle: **Public Health Director**

Attachment C

Agreement by Employee/Data Recipient to Comply with Confidentiality Requirements

Summary of Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosure

All HIV/AIDS case reports and any information collected or maintained in the course of surveillance-related activities that may directly or indirectly identify an individual are considered *confidential public health record(s)* under California Health and Safety Code (HSC), Section 121035(c) and must be handled with the utmost confidentiality. Furthermore, HSC §121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to $5,000 plus court costs, as provided in HSC §121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of $5,000-$25,000 plus court costs as provided by HSC §121025(e)(2). Any willful, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, or psychological harm to the person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or a fine of up to $25,000 plus court costs (HSC §121025(e)(3)). Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for all actual damages incurred for economic, bodily, or psychological harm as a result of the breach (HSC §121025(e)(4)). Each disclosure in violation of California law is a separate, actionable offense (HSC §121025(e)(5)).

Because an assurance of case confidentiality is the foremost concern of the California Department of Public Health, Office of AIDS (CDPH/OA), any actual or potential breach of confidentiality shall be immediately reported. In the event of any suspected breach, staff shall immediately notify the director or supervisor of the local health department's HIV/AIDS surveillance unit who in turn shall notify the CDPH/OA Surveillance Section Chief or designee. CDPH/OA, in conjunction with the local health department and the local health officer shall promptly investigate the suspected breach. Any evidence of an actual breach shall be reported to the law enforcement agency that has jurisdiction.

Employee Confidentiality Pledge

I recognize that in carrying out my assigned duties, I may obtain access to private information about persons diagnosed with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual named in any HIV/AIDS confidential public health record. Should I be responsible for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my employment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions above.

_____ _____ _____
Employee name (print)   Employee Signature   Date

_____ _____ _____
Supervisor name (print)   Supervisor Signature   Date

_____
Name of Employer

P L E A S E   R E T A I N   A   C O P Y   O F   T H I S   D O C U M E N T   F O R   Y O U R   R E C O R D S.

Attachment D

California Department of Public Health
Office of Refugee Health
Refugee Health Electronic Information System (RHEIS)

CONFIDENTIALITY OF PATIENT INFORMATION

On behalf of the State of California Department of Public Health, Office of Refugee Health (CDPH/ORH), you have been authorized to work with confidential medical information and individual medical records. Such information is not to be shared with unauthorized employees, family, friends and/or acquaintances. It is illegal and unethical to disclose any information including:

- Record, case or medical identification number
- Discuss patient identity, name, date of birth, gender, etc.
- Discuss clinical activity of test results
- Discuss case with other employees
- Disclosure of medical insurance or method of payment
- Answer telephone inquiries
- Sharing or transfer of medical records physically, electronically or by mail

As an authorized RHEIS user, you agree to access the RHEIS system only for performance of legitimate governmental business. RHEIS users must ensure the integrity, security, and confidentiality of RHEIS data and permit appropriate disclosure and use of such data only as permitted by law.

You agree that you are responsible for complying with your County's Privacy and Information Security Policies when accessing the RHEIS system. You are also responsible for the confidentiality and security of your selected password. Never leave your computer terminal or workstation unattended when using RHEIS. The following preventive measures must be taken to protect your password:

- Keep your password a secret to yourself.
- Shared passwords are strictly prohibited.
- Passwords should be changed on a regular basis.
- RHEIS will also prompt you to change you password every 60 days.
- Do not write or paste your password on your terminal.
- Do not automate your password in a data file, log-on script, or macro.

CDPH/ORH reserves the right to terminate the RHEIS account of any user at any time.

I, _____ have read the above and acknowledge my responsibility to conform to this policy.
   (*Print name of RHEIS user*)

County _____

Work Address _____
   (Street)   *(City)*   *(State)*   *(Zip)*

Work Number: _____   Email: _____

_____   _____
Employee Signature   Date

_____   _____
County RHAP Coordinator Signature   Date
   *** If the County RHAP Coordinator authorized you to be a RHEIS user and you are a non-RHAP staff member, then the County RHAP will be responsible in providing RHEIS technical service to you.

CDPH RHEIS DUA 09-16-2020