



Provider Portal User Guide: Disproportionate Share Hospital Uploads/ Downloads User Guide

Medi-Cal Management Information System

CA-MMIS V 1.1

July 2025

Provider Portal User Guide: Disproportionate Share Hospital Uploads/Downloads

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Overview

The purpose of this user guide is to provide instructions for re-verifying recipient eligibility status in the Medi-Cal Provider Portal Disproportionate Share Hospital (DSH) Uploads/Downloads application. Re-verification of disproportionate share recipient eligibility status is necessary for hospitals to address Centers for Medicare & Medicaid Services (CMS) audits and lawsuits.

Tips and Troubleshooting

- The DSH Uploads/Downloads application is only appropriate to use for dates of service older than 13 months.
- If the date of service is within the previous 13 months, use AEVS, Single Subscriber Eligibility, Multiple Subscriber Eligibility and Eligibility Benefit (270) Submissions to obtain eligibility information.
- After 30 days, response files will be purged from the site.
- All alphabetical characters in the eligibility request file name must be upper case.
- Do not password protect files.
- Do not encrypt files.
- Once the submitter prepares the file, the file size should be no larger than 6 MB.
- Each request file can be individually compressed using PKZIP or WINZIP.
- Do not bundle several files together.
- If you are having problems accessing the Medi-Cal Provider Portal, call the Telephone Service Center (TSC) Help Desk at 1-800-541-5555.
- For all other questions or issues, contact:

DSH Representative
Department of Health Care Services Medi-Cal Eligibility Division
1501 Capitol Avenue, MS 4607
Sacramento, CA 95814
Telephone: (916) 552-9200

Request A DSH Account with DHCS

Prior to using the DSH Uploads/Downloads application, the hospital, vendor or auditor must contact the Department of Healthcare Services (DHCS) to open an account at dsh.mailbox@dhsc.ca.gov.

All hospitals involved in this process must have a six-digit provider identification number (provider ID) assigned by CMS. DHCS requires that an original, signed hospital authorization letter, written on hospital letterhead, be mailed to DHCS for each hospital for which files are submitted.

Hospital Account

A hospital must follow these steps to open a DSH account:

- Contact DHCS to initiate the process at dsh.mailbox@dhsc.ca.gov.
- Provide DHCS with a signed, original Hospital Authorization Letter using the template provided on the following page.
 - It must be submitted on the appropriate hospital letterhead.
 - Specific beginning dates and ending dates are required for the letters to be accepted by DHCS. The authorization is only valid for the period of time specified in the letters.
- Hospitals will provide the hospital's six-digit CMS provider ID to DHCS.
- Hospitals will provide DHCS with a signed, original *Department of Health Care Services Agreement for Disclosure and Use of DHCS Data* located in Appendix A. It is the responsibility of the hospital to update this agreement when contact information changes.
- Once the letter and agreement are received, DHCS will open the account for the submitter and obtain a submitter ID, which DHCS will provide to the hospital via secure email.

Hospital Authorization Letter Template

Insert the date here.

DSH Representative
Department of Health Care Services
1501 Capitol Avenue, MS 4607
P.O. Box 997417
Sacramento, CA 95899-7417

Re: Medi-Cal Eligibility Re-Verification for Disproportionate Share (DSH) Determination Dear DSH Representative:

By this letter, [Insert the full hospital legal name here] (Hospital) will be identifying Medi-Cal eligible patients for purposes of determining our Hospital's disproportionate share. In exchange for the Department of Health Care Services (DHCS) permitting the Hospital to re-verify Medi-Cal eligibility of the hospital's inpatients, the Hospital agrees to do so pursuant to the following terms:

Hospital shall access Medi-Cal eligibility information on the Hospital's inpatients that may be entitled to Medicare Part A benefits. The hospital will provide data to the DHCS to re-verify the eligibility of those patients who we believe were eligible for Medi-Cal coverage for medical care and services that the Hospital provided.

The Hospital shall use recipient Medi-Cal eligibility information the Hospital obtains for the purpose of the Hospital's claiming the Medicare DSH payment and this information shall not in itself give rise to a payment obligation for DHCS.

The Hospital shall not bring any legal action against DHCS that is in any way related to the re-verification of Medi-Cal eligibility.

The Hospital shall adhere to relevant confidentiality and privacy laws, regulations, and contractual provisions and established appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of records.

The Hospital shall not alter any of the recipient information.

The Hospital shall not retain any of the recipient information for anything other than Medicare Disproportionate Share payment determination purposes.

Sincerely,
[Insert signature and signature block here]

Figure 1.1: Hospital Authorization Letter.

Vendor Account

A vendor follows these steps to open a DSH account:

- Vendors will contact DHCS to initiate the process at dsh.mailbox@dhsc.ca.gov.
- Vendors will provide DHCS with a signed, original Hospital Authorization Letter using the template provided on the following page for each hospital for which they will be submitting files.
 - Specific beginning dates and ending dates are required for the letters to be accepted by DHCS. The authorization is only valid for the period of time specified in the letters.
 - The six-digit CMS provider IDs are required for each hospital
- Vendors will provide DHCS with a signed, original *Department of Health Care Services Agreement for Disclosure and Use of DHCS Data* located in Appendix A. It is the responsibility of the vendor to update this agreement when contact information changes.
- Once the letters and agreement are received, DHCS will open an account for the submitter and obtain a submitter ID, which DHCS will provide to the vendor via secure email.

Vendor Authorization Letter Template

DSH Representative
Department of Health Care Services 1501 Capitol Avenue, MS 4607
P.O. Box 997417
Sacramento, CA 95899-7417

Re: Medi-Cal Eligibility Re-Verification for Disproportionate Share (DSH) Determination Dear DSH Representative:

By this letter, [insert the full hospital legal name here] (Hospital) has designated [insert the full name of the vender company here] (Agent) as its agent to assist in identifying Medi-Cal eligible patients for purposes of determining the Hospital's disproportionate share for the period of [insert the beginning date of the period] through [insert the end date of the period]. In exchange for the DHCS permitting the Hospital and its Agent to re-verify Medi-Cal eligibility of the hospital's inpatients, the Hospital and Agent agree to do so pursuant to the following terms:

1. Hospital and its Agent shall access Medi-Cal eligibility information on the Hospital's inpatients that may be entitled to Medicare Part A benefits. Pursuant to agreements between Agent and Hospital, the Agent will provide data to the DHCS to re-verify the eligibility of those patients who we believe were eligible for Medi-Cal coverage for medical care and services that the Hospital provided.
2. Hospital and its Agent shall use recipient Medi-Cal eligibility information obtained for the purpose of the Hospital's claiming the Medicare DSH payment and this information shall not in itself give rise to a payment obligation for DHCS.
3. The Hospital or its Agent shall not bring any legal action against DHCS that is in any way related to the re-verification of Medi-Cal eligibility.
4. The Agent designated by the Hospital to access Medi-Cal eligibility has a signed agreement with the Hospital agreeing to, among other things, the following terms:
 - a. Be bound by paragraphs 1-3 of this request
 - b. Re-verify eligibility only as a direct result of the Hospital's inquiry on a specific individual
 - c. Adhere to relevant confidentiality and privacy laws, regulations, and contractual provisions and established appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of records
 - d. Not alter any of the recipient information
 - e. Not retain any of the recipient information for anything other than Medicare Disproportionate Share payment determination purposes

Please contact us if you have any questions regarding this matter.

Sincerely,

[Insert the signature and signature block here.]

Figure 1.2: Vendor Authorization Letter.

Auditor Account

An auditor follows these steps to open a DSH account:

- Auditors will contact DHCS to initiate the process at dsh.mailbox@dhsc.ca.gov.
- Auditors will provide DHCS with a signed, original *Department of Health Care Services Agreement for Disclosure and Use of DHCS Data* located in Appendix A. It is the responsibility of the auditor to update this agreement when contact information changes.
- Once the agreement is received, DHCS will open an account for the auditor and obtain a submitter ID, which DHCS will provide to the auditor via secure email.

File Format

Header Record

Files submitted without headers will not be processed by DHCS. The Header Record Format is outlined in the table below:

Field Number	Field Name	Description	Length
1	Record type	This field contains the number 1, which signifies that this is a header. This is an indicator regarding the type of record (such as header, request/response, or trailer). This field is required and is filled in by the submitter.	1
2	File Creation/Processed Date	This field is populated with the 8-digit date formatted as YYYYMMDD. This date indicates the date the request file was created. After DHCS processes the file, this date will change to the date the file was processed by DHCS. This field is required and is filled in by the submitter.	8
3	Submitter ID	This is the 4-digit submitter ID associated with your organization as assigned by DHCS. This field is required and is filled in by the submitter. Be sure to include the leading zeroes in the field.	4
4	Batch Number	This is a sequential number populated by the submitter to uniquely identify the file. This field consists of 3 digits, and the submitter should begin with the batch number of 001 and increase it incrementally by one for each file submitted to DHCS. Once the submitter reaches 999, the submitter should begin back at 001. This field is required. Be sure to include leading zeroes in the field.	3
5	Federal Provider ID	This is the CMS 6-digit provider ID associated with the hospital providing the service. This field is required and is filled in by the submitter. California hospital provider numbers are formatted as 050####. Omit the hyphens in the CMS provider ID. This field will be used by CMS auditors to validate the file against the attestation report generated by DSH. Incorrect reporting of the provider ID may cause the CMS auditors to reject the file. Uploaded files containing provider IDs of hospitals for which there is no Hospital Authorization Letter on file with DHCS will be rejected and not processed. Repeated attempts to upload files for hospitals without proper authorization will result in a submitter's loss of access to DSH Uploads/Downloads.	6

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Field Number	Field Name	Description	Length
6	Auditor Submitter ID	This is the submitter ID associated with your CMS auditor. If you do not need to have a copy created for your CMS auditor, fill this field with zeroes. This field is required and is filled in by the submitter. The auditor submitter ID is used to ensure the attestation report file and auditor copy of the response file are routed to the proper person. Contact your auditor to obtain this number as an incorrect auditor submitter number will cause misrouting of information and may result in the submitter having to reprocess files. Use of the Auditor Submitter ID is the only method of transmitting a copy of your submission to the auditor. DHCS does not have the capability of transmitting this information for you.	4
7	Inquiry Range – Beginning Date	This field is populated with the 8-digit date formatted as YYYYMMDD. This is the date associated with the earliest date of service being requested in the full request file. This field is required and is filled in by the submitter.	8
8	Inquiry Range – Ending Date	This field is populated with the 8-digit date formatted as YYYYMMDD. This is the date associated with the latest date of service being requested in the full request file. This field is required and is filled in by the submitter.	8
9	Hospital Use Only	This is a free field for submitter use. DHCS will not edit or use this field during processing. This field is optional and is filled in by the submitter. Auditors may specify that additional information be placed in this field.	15
10	Filler (or messages)	This field filler is used to communicate error messages to the submitter. Do not populate this field. This field is populated by DHCS during DSH processing. If an auditor ID is invalid, this field will contain an error message of “Invalid Federal Auditor ID.” If the submitter ID is invalid, this field will contain an error message of “Invalid Submitter.”	63

Once the header has been completed, the submitter will enter the data for one to multiple recipients. The final four fields, consisting of 16 characters, are left blank using the space bar. These four fields are completed by DHCS and consist of your eligibility response. A description of the four response fields is located on the following page.

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Request Record

The request record format is outlined in the table below. The total record length of the request portion is 104 characters, and the total record length of the response portion is 16 characters, for a total of 120 characters.

Field Number	Field Name	Description	Length
1	Record type	This field contains the number 5, which signifies that this is a request. This is an indicator regarding the type of record (such as header, request/response, or trailer). This field is required and is filled in by the submitter.	1
2	Record Creation Date	This field is populated with the 8-digit date formatted as YYYYMMDD. This is the creation date of the request record. This field is required and is filled in by the submitter.	8
3	Request Record Number	This is a sequential number to uniquely identify the record. This field is populated by DHCS during DSH processing. Use the space bar to fill this 7-digit field.	7
4	SSN	This is the field for the nine-digit SSN. At least one search criteria are required (SSN or Medi-Cal ID or BIC ID or the combination of last name, first name and date of birth). This field is optional for inquiries newer than 10 years and is filled in by the submitter. For inquiries more than 10 years old, this field is required. The older inquiries match against an eligibility file in which SSNs are the only search criteria. If this field is not used, leave it blank by using the space bar. If there are leading zeroes in the SSN, make sure the leading zeroes are included.	9

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Field Number	Field Name	Description	Length
5	Medi-Cal ID or Benefits Information Card (BIC) ID Number	<p>This is the field for the ID associated with the recipient. The ID can be one of the following:</p> <ul style="list-style-type: none"> • A Client Index Number (CIN) assigned by DHCS consisting of 9 characters where the first character is a 9 and the last character is a letter other than "P" • Pseudo MEDS ID assigned by DHCS consisting of 9 characters where the first character is an 8 or 9 and the last character is a "P" • County ID assigned by the county consisting of 14 characters • BIC ID assigned by the county consisting of 14 characters <p>At least one search criteria are required (SSN or Medi-Cal ID or BIC or the combination of last name, first name, and date of birth). This field is optional and is filled in by the submitter. Do not use the SSN in this field. Left justify the number with trailing spaces for a total of 14 spaces in this field. If the field is not used, leave it blank using the space bar. If there are leading zeroes in the ID, make sure the leading zeroes are included.</p>	14
6	Last Name	<p>This is the field for the last name of the recipient. At least one search criteria are required (SSN or Medi-Cal ID or BIC or the combination of Last Name, First Name, and Date of Birth). For the name and date of birth search, all three fields must be present (last name, first name, and date of birth). This field is optional and is filled in by the submitter. Left justify the last name with trailing spaces for 20 spaces in this field. If the field is not used, leave it blank using the space bar.</p>	20

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Field Number	Field Name	Description	Length
7	First Name	This is the field for the first name of the recipient. At least one search criteria are required (SSN or Medi-Cal ID or BIC or the combination of Last Name, First Name, and Date of Birth). For the name and date of birth search, all three fields must be present (last name, first name, and date of birth). This field is optional and is filled in by the submitter. Left justify the first name with trailing spaces for 15 spaces in this field. If the field is not used, leave it blank using the space bar. Many times the name match fails because submitters include the middle initial in the first name field. The first name should only include the first name of the recipient. Keep in mind, some first names are more than one name (such as Mary Ann). In these cases, the first name field should contain the full first name.	15
8	Birth Date	This field is for the 8-digit date of birth of the recipient formatted as YYYYMMDD. At least one search criteria are required (SSN or Medi-Cal ID or BIC or the combination of Last Name, First Name, and Date of Birth). For the name and date of birth search, all three fields must be present (last name, first name, and date of birth). This field is optional and is filled in by the submitter. If the field is not used, leave it blank using the space bar.	8
9	Gender	This field is for the gender associated with this recipient. This field is optional and is filled in by the submitter. The specific format for this field is as follows: M = Male F = Female U = Unborn Blank = Unknown If the gender is unknown, leave the field blank by using the space bar.	1
10	Date of Service	This field is for the 6-digit month and year the services were provided formatted as YYYYMM. This field will be used to determine eligibility. This field is required and is filled in by the submitter. If the date of service spans multiple months, an inquiry record for each month must be created. If the date of service is within the previous 13 months, use AEVS, Single Subscriber Eligibility, Multiple Subscriber Eligibility and Eligibility Benefit (270) Submissions to determine eligibility.	6
11	Hospital Use Only	This is a free field for submitter use. DHCS will not edit nor use this field during processing. This field is optional and is filled in by the submitter. Auditors may specify that additional data be placed in this field.	15

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Response Record

The submitter will receive a response file including the request records 1 through 11, as outlined on a previous page, plus the following response records 12 through 15.

Field Number	Field Name	Description	Length
12	Medi-Cal Eligibility Indicator	The key for the response codes is as follows: 1 = eligible 2 = potentially eligible with unmet share of cost 3 = matched and potentially eligible 4 = unmatched 5 = multiple name match 6 = invalid date of service format 7 = invalid date of service, within the 13-month billing window 8 = not used at this time 9 = invalid submitter ID	1
13	Medicare Part A Eligibility Indicator	This indicates whether the recipient is eligible for Medicare Part A. A response of "Y" indicates that the recipient is eligible for Medicare Part A. If the field is blank, the recipient is not eligible for Medicare Part A.	1
14	Medicare Beneficiary Identifier (MBI)	This field contains the Medicare Beneficiary Identifier (MBI) number.	12
15	Title XIX Restricted Aid Code	If a recipient has a Title XIX eligible restricted aid code, the aid code will be displayed in this field. The restricted aid codes are only returned in correlation with response codes 2 and 3.	2

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Trailer Record

The trailer record will appear at the end of the response file. The Trailer Record Format is outlined in the table below.

Field Number	Field Name	Description	Length
1	Record Type	This field contains the number 9, which signifies that this is a Trailer. This is an indicator regarding the type of record (such as header, request/response, or trailer).	1
2	Response File Creation Date	This field is populated with the 8-digit date as YYYYMMDD. This is the date the file was processed by DHCS.	8
3	Submitter ID	This is the 4-digit submitter ID of the organization submitting the request. This is taken from the header record.	4
4	Batch Number	This is a sequential number populated by the submitter to uniquely identify the file. This is taken from the header record.	3
5	File Record Count	This is the total number of records contained on the response file.	7
6	Response Code 1 Count	This is the total number of records found to be eligible during processing of the file (response code 1).	7
7	Response Code 2 Count	This is the total number of records with unmet share of cost in the file (response code 2).	7
8	Response Code 3 Count	This is the total number of records found but not eligible in the file (response code 3).	7
9	Response Code 4 Count	This is the total number of records not found during processing (response code 4).	7
10	Response Code 5 Count	This is the total number of records with multiple names found during the name/date of birth search in the file (response code 5).	7
11	Response Code 6 Count	This is the total number of records with invalid formats for date of service in the file (response code 6).	7

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Field Number	Field Name	Description	Length
12	Response Code 7 Count	This is the total number of records within the current 13-month window on the file (response code 7).	7
13	Response Code 8 Count	This field is not used at this time.	7
14	Response Code 9 Count	This is the total number of records indicating an invalid submitter ID (response code 9).	7
15	Part A Count	This is the total number of records indicating Medicare Part A eligibility in the file.	7
16	Filler		27

Prepare a File to Upload

The hospital or vendor is responsible for preparing a request file to initiate the eligibility re-verification process.

1. Using a spreadsheet, enter the header information into cell A1 on the first line of a spreadsheet. There should be 120 characters in the cell, either filled with alpha characters, numerical characters or blank spaces. The header should look like this:

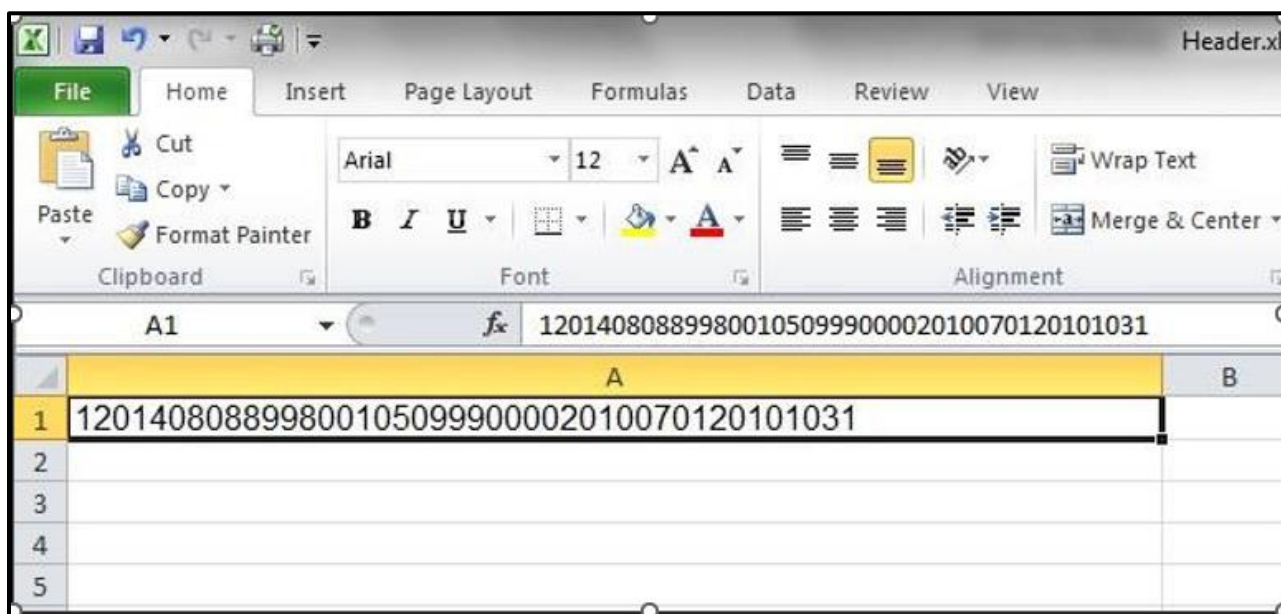
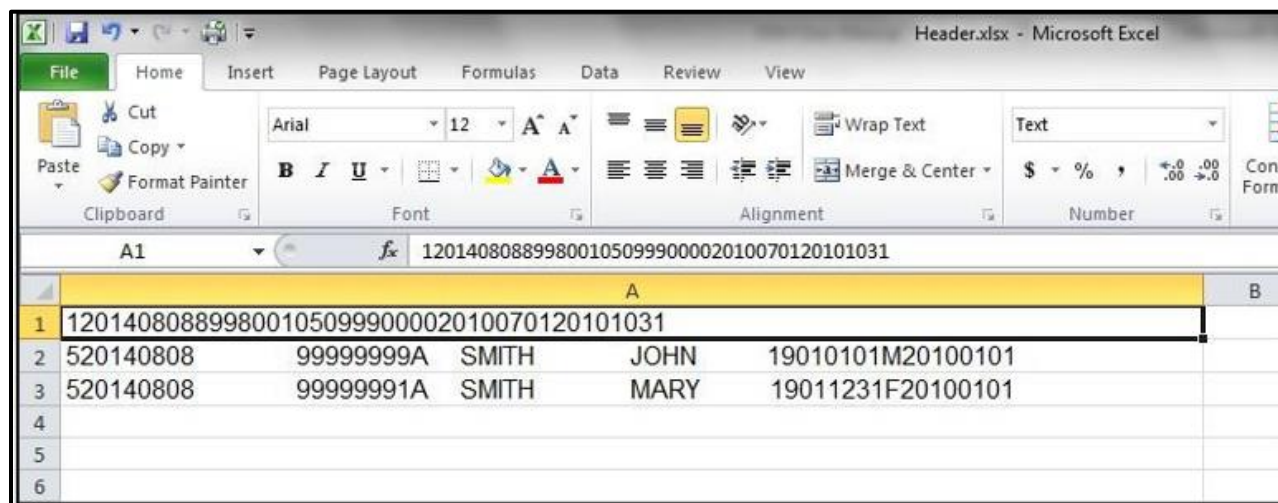


Figure 2.1: Header Information.

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- Beginning on the second line of the spreadsheet in cell A2, enter the information of the recipient into a single cell, just below the header. There should be 120 characters in your cell, either filled with alpha characters, numerical characters, or blank spaces. All alphabetical characters must be upper case. Add any additional recipients on the following lines of your spreadsheet in the same manner. The following example depicts a header entry line followed by two records.



	A	B
1	120140808899800105099900002010070120101031	
2	520140808 99999999A SMITH JOHN 19010101M20100101	
3	520140808 99999991A SMITH MARY 19011231F20100101	
4		
5		
6		

Figure 2.2: Recipient Information.

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3. Save the file as Formatted Text (space delimited) in Notepad, which will result in a file extension of prn.

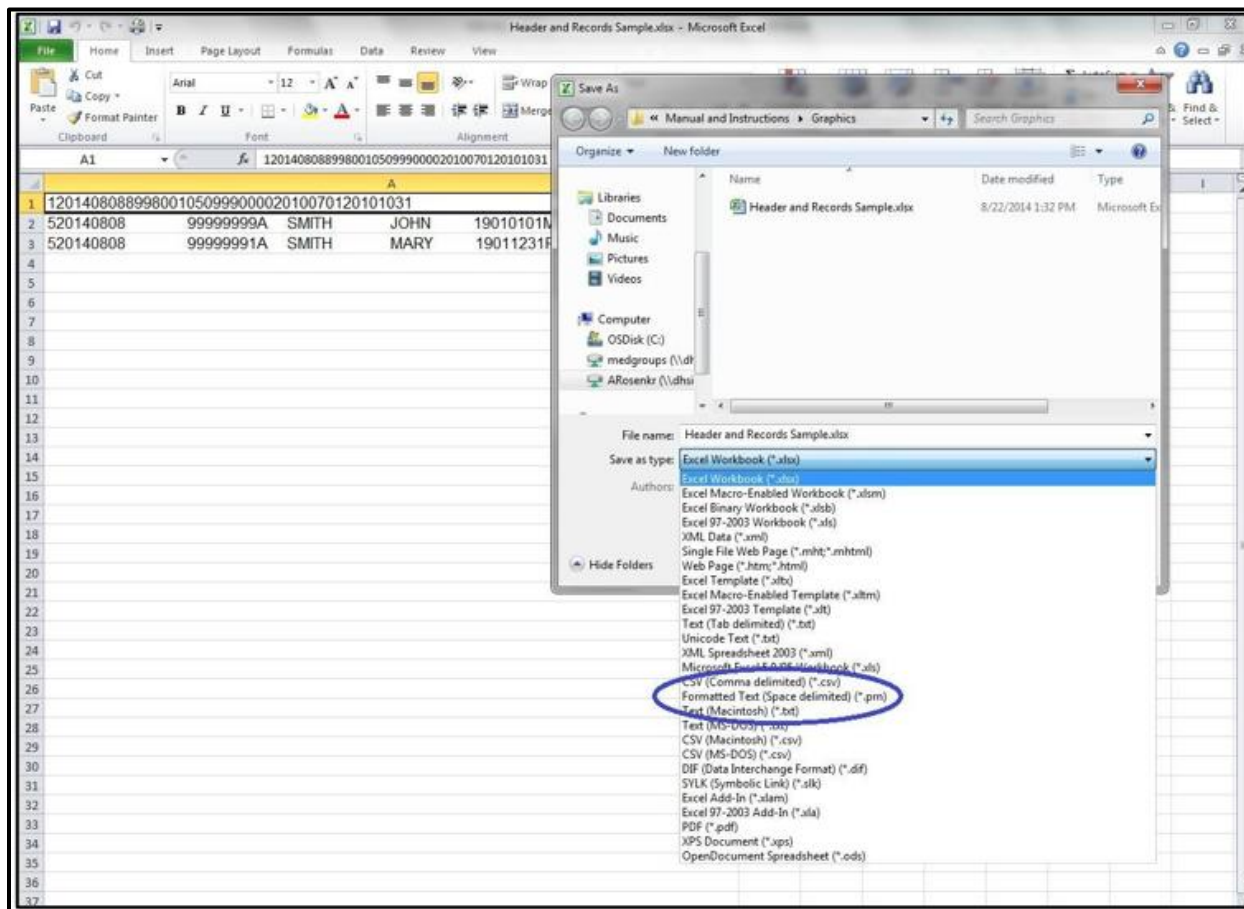


Figure 2.3: Save File

1. The resulting Notepad file should look like this.

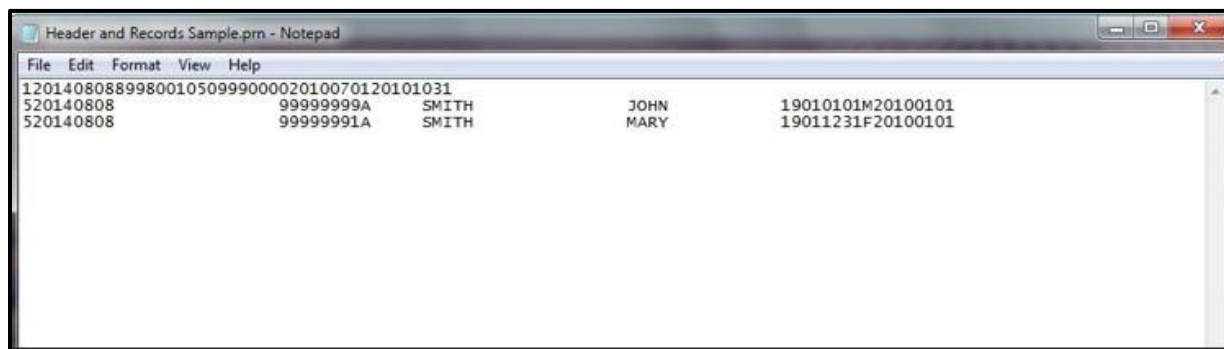


Figure 2.4: Notepad File.

Access Disproportionate Share Hospital Uploads/Downloads

1. In the Provider Portal Dashboard Transaction Center tile, click Get Started.

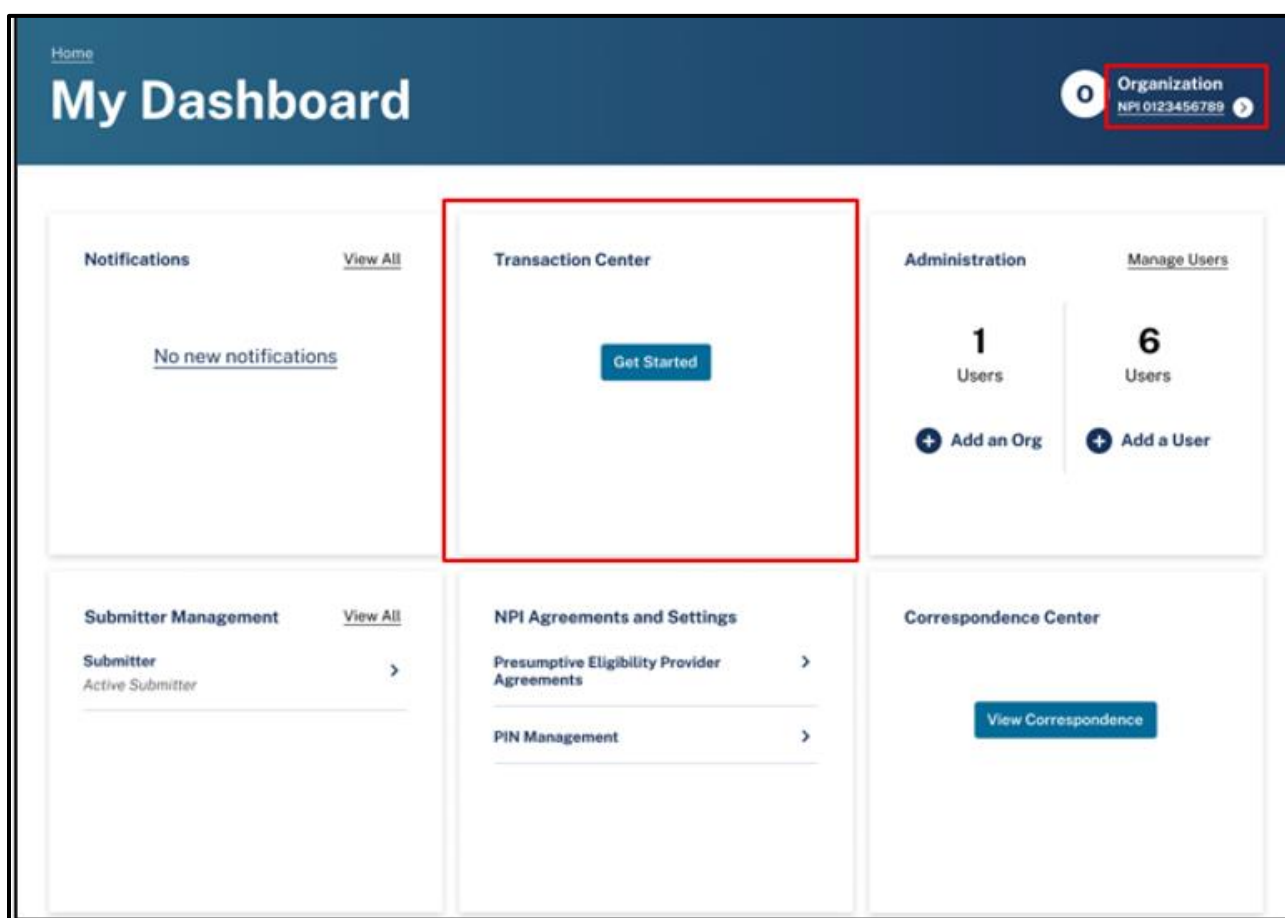


Figure 3.1: Transaction Center Tile.

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2. Click Disproportionate Share Hospital Uploads/Downloads.

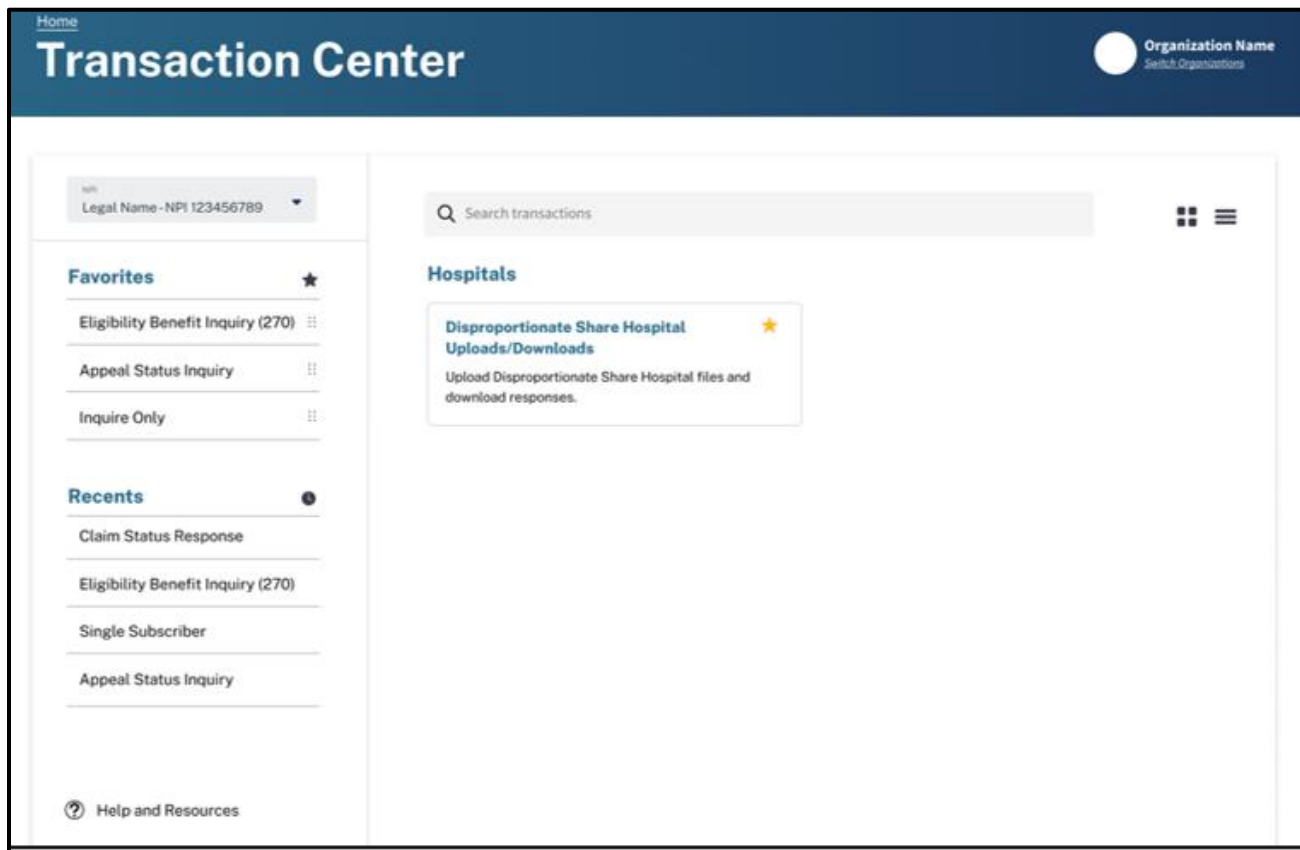



Figure 3.2: Disproportionate Share Hospital Uploads/Downloads Link.

Upload Zip File

1. Drag and drop a zip file into the upload area or click **Select File to Upload**.

Upload a File for Processing


Zip and upload one file at a time for processing; the ZIP file must contain only one file. Files larger than 6MB will not be accepted. Each upload will receive a Volser number for tracking. Volser status will be available within 24 hours of the upload and can be accessed for 30 days.

 Drag and drop a file here, or select a file to upload

Select File to Upload

Response Downloads

Disproportionate Share Hospital (DSH) Responses are available the next business day after the upload and available for 30 days.

 Search by file name

Filter

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1

2

3

4

5

Volser	File Name	Upload Date	Download Date	Responses
101095	File Name	06/18/2024	06/18/2024 12:52:09 PM	DSH013201.V223562.zip
101095	File Name	06/18/2024		
101095	File Name	06/18/2024	06/18/2024 12:52:09 PM	DSH013201.V223562.zip
101095	File Name	06/18/2024	06/18/2024 12:52:09 PM	DSH013201.V223562.zip
101095	File Name	06/18/2024		
101095	File Name	06/18/2024	06/18/2024 12:52:09 PM	DSH013201.V223562.zip
101095	File Name	06/18/2024	06/18/2024 12:52:09 PM	DSH013201.V223562.zip DSH013201.V223562.zip
101095	File Name	06/18/2024	06/18/2024 12:52:09 PM	DSH013201.V223562.zip DSH013201.V223562.zip DSH013201.V223562.zip DSH013201.V223562.zip

Figure 4.1: Upload Zip File.

Search Response Files

1. Enter a file name in the **Search** bar and hit **Enter** on the keyboard. Sort response files by clicking any of the column headings.

Upload a File for Processing

Zip and upload one file at a time for processing; the ZIP file must contain only one file. Files larger than 6MB will not be accepted. Each upload will receive a Volser number for tracking. Volser status will be available within 24 hours of the upload and can be accessed for 30 days.

+

 Drag and drop a file here, or select a file to upload

Select File to Upload

Response Downloads

Disproportionate Share Hospital (DSH) Responses are available the next business day after the upload and available for 30 days.

Search by file name

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Volser	File Name	Upload Date	Download Date	Responses
100001	VXXXXXX-noAuditorID	06/06/2025	06/12/2025 11:31 PM	DSH01461_V100001L.ZIP DSH01461_V100001L.ZIP
100000	V219154-noAuditorID	06/06/2025	06/12/2025 11:31 PM	DSH01461_V100000L.ZIP DSH01461_V100000L.ZIP

Figure 5.1: Search By File Name, or Sort by Column Heading.

View Response Files

It is recommended that submitters open the response and save or print a copy for future reference.

1. Click a file under the Responses column to open and view a response. The attestation letter is marked with an “L” at the end of the file name and provides file counts to verify that the correct files were used during the audits.

Upload a File for Processing

Zip and upload one file at a time for processing; the ZIP file must contain only one file. Files larger than 6MB will not be accepted. Each upload will receive a Volser number for tracking. Volser status will be available within 24 hours of the upload and can be accessed for 30 days.

+

 Drag and drop a file here, or select a file to upload

Select File to Upload

Response Downloads

Disproportionate Share Hospital (DSH) Responses are available the next business day after the upload and available for 30 days.

Search by file name

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Volser	File Name	Upload Date	Download Date	Responses
100001	VXXXXXX-noAuditorID	06/06/2025	06/12/2025 11:31 PM	DSH01461_V100001.ZIP DSH01461_V100001L.ZIP
100000	V219154-noAuditorID	06/06/2025	06/12/2025 11:31 PM	DSH01461_V100000.ZIP DSH01461_V100000L.ZIP

Figure 6.1: View Response

Medi-Cal Identifier

Before 1994, most claims were billed using a county ID, which was a 14-character identifier with the format “cc-aa-sssssss-f-pp” whereas:

- The “cc” was the county code
- The “aa” was the aid code
- The “sssssss” was the serial number
- The “f” was the family budget unit
- The “pp” was the person number

For non-county managed recipients, such as SSI/SSP for the aged, blind or disabled, MEDS assigns a pseudo (or fake) county ID consisting of “cc-aa-CIN.” A new Beneficiary Identification Card (BIC) debuted in 1994 with either an SSN or CIN as the primary identifier. To determine which ID you have, use the following logic:

- If you have a 14-byte identifier, then it’s probably a county ID or a BIC ID. Remove the dashes and place it in the Medi-Cal ID field.
- If you have a 9-byte identifier, then it can be an SSN, pseudo-ID or CIN. If all 9 bytes are numeric, then put it in the SSN field and leave the Medi-Cal ID blank. If it’s not numeric, then put it in the Medi-Cal ID field.

Change Summary

Version Number	Date	Description	Notes/Comments
1.1	July 2025	Provider Portal	New user guide for step-by-step instructions on information for disproportionate share of hospital uploads and downloads in the Medi-Cal Provider Portal

Appendix A

Department of Health Care Services

Agreement for Disclosure and Use of DHCS Data

1. This Agreement addresses the conditions under which the California Department of Health Care Services (DHCS) will disclose and **[Contractor]** will obtain and use data file(s) as set out in Attachment A. This Agreement supplements any agreements between the parties with respect to the use of information from data and documents and overrides any contrary instructions, directions, agreements, or other understandings in or pertaining to any other prior communication from DHCS or any of its components with respect to the data specified in this Agreement. The terms of this Agreement may be changed only by a written modification to this Agreement or by the parties entering into a new agreement. The parties agree further that instructions or interpretations issued to user(s) concerning this Agreement, and the data and documents specified herein, shall not be valid unless issued in writing by the DHCS point-of-contact specified in Section 3 or the DHCS signatory to this Agreement shown in Section 22.
2. The parties mutually agree that the following named individuals, or their successors, are designated as “Custodians of the Files” on behalf of User(s) and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use or disclosure. User(s) agree to notify DHCS within fifteen (15) days of any change to the custodianship information.

(Name of Custodian of Files)

(Title/Component)

(Company/Organization)

(Company Address)

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3. The parties mutually agree that the DSH Team will be designated as “point-of-contact” for the agreement on behalf of DHCS.

DSH Team

(Name of Contact)

DSH Team

(Title/Component)

DSH.mailbox@dhcs.ca.gov

(Email Address)

4. The parties mutually agree that the following specified Attachment is part of this Agreement:

Attachment A: Data Files

5. The parties mutually agree, and in furnishing data files here under DHCS relies upon such agreement, that such data file(s) will be used solely for the following purpose: Re-verification of the Medi-Cal eligibility status for individuals receiving care at disproportionate share hospitals (DSHs) is necessary for DSH hospitals in response to Centers for Medicare & Medicaid Services (CMS) audits and lawsuits. Hospitals bear the burden of proof and must verify with the State that a patient was eligible for Medicaid for some covered services each day of an inpatient hospital stay. In some cases, the re-verification requires access to eligibility data no longer available on the Automated Eligibility Verification System (AEVS); the Medi-Cal Internet eligibility verification applications, both real-time or batch processing; and the Point of Service (POS) network. As a result, hospitals require DHCS' assistance to re-verify patient eligibility against historical data by using DHCS' DSH Re-Verification System. With the implementation of the Patient Protection and Affordable Care Act (ACA) in 2010, changes were made to the allocation formulas utilized in determining DSH funding. Hospitals and vendors use the DHCS DSH Re-Verification System to obtain the data required for DSH calculations.
6. Some of the data specified in this Agreement may constitute Protected Health Information (PHI) under federal law and/or personal information (PI) under state law.

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- a. The parties mutually agree that the creation, receipt, maintenance, transmittal, and disclosure of data from DHCS containing PHI shall be subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (collectively and as used in this Agreement, HIPAA.). User(s) agree(s) to provide the same, or greater, level of security to DHCS data that would be required if User(s) were a Covered Entity under HIPAA, regardless of whether User is or is not a Covered Entity.
 - b. User(s) agree(s) to comply with the privacy and security standards set forth in applicable State or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose DHCS data is covered under this Agreement. Examples of laws that provide additional and/or stricter privacy protections include but are not limited to the California Information Practices Act, Civil Code section 1798 – 1798.78 Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and Health and Safety code section 11845.5.
 - c. User(s) acknowledge that they must abide by all laws applicable to the privacy and disclosure of PHI and/or PI and agree that User(s) will not use DHCS data for any purpose other than that stated in Section 5 of this Agreement. User(s) also acknowledge they will not use any DHCS data, by itself or in combination with any other data from any source, whether publicly available or not, to individually identify any person to anyone other than DHCS as provided for in this Agreement.
 - d. User(s) acknowledge that they must abide by all laws applicable to the privacy and disclosure of PHI and/or PI and agree that User(s) will not use DHCS data for any purpose other than that stated in Section 5 of this Agreement. User(s) also acknowledge they will not use any DHCS data, by itself or in combination with any other data from any source, whether publicly available or not, to individually identify any person to anyone other than DHCS as provided for in this Agreement.
7. The following definitions shall apply to this Agreement. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations or other applicable law. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
- a. Breach shall have the meaning given to such term under HIPAA and the California Information Practices Act.
 - b. As used in this Agreement and unless otherwise stated, the term “PHI” refers to and includes both “PHI” as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

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- c. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI or of other confidential data that is essential to the ongoing operation of User(s)' organization and intended for internal use; or interference with system operations in an information system.
- d. Unsecured PHI shall have the meaning given to such term under HIPAA.
- e. DHCS data means all data provided by DHCS pursuant to this Agreement as well as all data derived from such data, inclusive of de-identified data.

8. User(s) represent and warrant that, except as DHCS authorizes in writing, User(s) shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person, company, or organization. User(s) agrees that, within User(s)' organizations, access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this Agreement and to those individuals on a need-to-know basis only. User(s) shall not use or further disclose the information other than is permitted by this Agreement or as otherwise required by law. User(s) shall not use the information to identify or contact any individuals.

9. User(s) agree to notify DHCS within 30 days of the completion of the purpose specified in Section 5. Upon such completion, User(s) shall destroy all electronic data files with DHCS data by wiping such data using a National Institute of Standards and Technology Special Publication (NIST SP) 800-88 Rev. 1 compliant method or as otherwise approved by DHCS. User(s) shall destroy all paper documents with DHCS data by using a confidential method of destruction, such as crosscut shredding or contracting with a company that specializes in confidential destruction of documents. User(s) shall certify the destruction of the file(s) in writing and send a copy of this certification to the DHCS point-of-contact listed in Section 3 within 30 days of the destruction. User(s) agree that no DHCS data, including but not limited to parts or copies thereof as well as files derived from DHCS data (electronic, hardcopy or otherwise), shall be retained when the files are destroyed unless authorization in writing for the retention of such files has been received from the DHCS point-of-contact listed in Section 3.

10. Safeguards and Security.

- a. User(s) shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of DHCS data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement.

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- b. User(s) shall, at a minimum, utilize a NIST SP 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at <https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final>; updates will be available online at <https://csrc.nist.gov/publications/sp800>.
- c. User(s) shall employ FIPS 140-2 validated encryption of PHI at rest and in motion unless User determines it is not reasonable and appropriate to do so based upon a risk assessment and equivalent alternative measures are in place and documented as such. FIPS 140-2 validation can be determined online at <https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search>, with information about the Cryptographic Module Validation Program under FIPS140-2 available online at <https://csrc.nist.gov/Projects/cryptographic-module-validation-program/fips-140-2>. In addition, User(s) shall maintain, at a minimum, the most current industry standards for transmission and storage of DHCS data and other confidential information.
- d. User(s) shall apply security patches and upgrades, and keep virus software up to date, on all systems on which DHCS data may be used.
- e. User(s) shall ensure that all members of its workforce with access to DHCS data sign a confidentiality statement prior to access to such data. The statement must be renewed annually.
- f. User(s) shall, if applicable, notify the DHCS point of contact specified in Section 3 of the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.
- g. Subject to DHCS approval as required by Section 8, User(s) shall ensure that any agents, sub-contractors, sub-awardees, vendors or others (collectively, "agents") that use or disclose DHCS data on behalf of User(s) agree to the same restrictions and conditions that apply to User(s) with respect to DHCS data,

11. Breaches and Security Incidents

- a. User shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:
 - i. User(s) shall notify DHCS within 24 hours by email (or by telephone if User is unable to email DHCS) of the discovery of:
 - 1. Unsecured DHCS data if the DHCS data is reasonably believed to have been accessed or acquired by an unauthorized person

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2. Any suspected security incident which risks unauthorized access to DHCS data
3. Any intrusion or unauthorized access, use or disclosure of DHCS data in violation of this Agreement; or
4. Potential loss of DHCS data
 - i. Notice shall be provided to the DHCS point-of-contact specified in Section 3. Notice shall also be provided to DHCS Privacy Office and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Privacy Office and Information Security Office information in Section 11.g.
 - ii. Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online at <https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf>
- b. Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of DHCS data, User(s) shall take:
 - i. Prompt action to mitigate any risks or damages involved with the security incident or breach; and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.
- c. User(s) shall immediately investigate such security incident or confidential breach.
- d. User(s) shall provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form,

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User(s) shall make reasonable efforts to provide DHCS with such information. A “Supplemental PIR” may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove User(s)’ determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and User(s)’ corrective action plan.

- i. If User(s) do(es) not complete a Final PIR within the ten (10) working day timeframe, User(s) shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.
 - e. If the cause of a breach is attributable to User(s) or User(s)’ agents, User(s) shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner, and content of any such notifications and DHCS review and approval must be obtained before the notifications are made.
 - f. If the cause of a breach of DHCS data is attributable to User(s) or User(s)’ agents, User(s) is/are responsible for all required reporting of the breach as required by applicable federal and state law.
 - g. DHCS Privacy Office and Information Security Office contact information:
 - i. Privacy Office, c/o Breach Reporting Unit, Enterprise Data and Information Management Division, Department of Health Care Services, P.O. Box 997413, MS 4722, Sacramento CA 95899-7413; Email: incidents@dhcs.ca.gov.
 - ii. Information Security Office, P.O. Box 997413, MS 6400, Sacramento, CA 95899-7413; Email: incidents@dhcs.ca.gov
12. User(s) agree to train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose DHCS data, and to discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment. In complying with the provisions of this Section, User(s) shall observe the following requirements:

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- a. User(s) 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 under this Agreement and use or disclose DHCS data; and
- b. User(s) 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.

13. From time to time, DHCS may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books, and records of User(s) to monitor compliance with this Agreement. User(s) shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the DHCS Privacy Office in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, User(s)' facilities, systems and procedures does not relieve User(s) of their responsibility to comply with this Agreement.

14. User(s) acknowledge that penalties under HIPAA and section 14100.2 of the California Welfare & Institutions Code, including possible fines and imprisonment, may apply with respect to any disclosure of DHCS data that is inconsistent with the terms of this Agreement.

15. Termination.

- a. This Agreement shall terminate at the time of the completion of the project which is described in Section 5, or three years after the date it is executed, whichever event occurs sooner, and at that time all data provided by DHCS must be destroyed as set forth in Section 9, above, and a certificate of destruction sent to the DHCS point-of-contact specified in Section 3, unless data has been destroyed prior to the termination date and a certificate of destruction sent to DHCS. All representations, warranties and certifications shall survive termination.
- b. Upon DHCS' knowledge of a material breach or violation of this Agreement by User(s), DHCS may provide an opportunity for User(s) to cure the breach or end the violation and may terminate this Agreement if User(s) does not cure the breach or end the violation within the time specified by DHCS. DHCS may terminate this Agreement immediately if User(s) breach a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, User must destroy all DHCS data in accordance with Section 9, above.

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c. The provisions of this Agreement governing the privacy and security of the DHCS data shall remain in effect until all DHCS data is destroyed or returned to DHCS.

16.. Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

17. User(s) agree that additional data elements may not be added to Attachment A nor transferred from DHCS to User(s) without approval by, as applicable, DHCS's Data and Research Committee and the Committee for the Protection of Human Subjects.

18. This Agreement shall be binding on any and all successor(s)-in-interest of the Parties.

19. This Agreement may be signed in counterpart and all parts taken together shall constitute one agreement.

20. The Custodian, as named in Section 2, hereby acknowledges his/her appointment as Custodian of the aforesaid file(s) on behalf of User(s) and agrees in a representative capacity to comply with all of the provisions of this Agreement on behalf of User(s).

(Name of Custodian of File(s) - Typed or Printed)

(Title/Component)

(Signature)

(Date)

21. On behalf of User(s), the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

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(Company/Organization)

(Address)

(City/State/ZIP Code)

(Phone Number and E-Mail Address)

(Signature)

(Date)

22. On behalf of DHCS the undersigned individual hereby attests that (s)he is authorized to enter into this Agreement and agrees to all the terms specified herein.

(Name of DHCS Representative - Typed or Printed)

Jessie Choi

Program Review Branch Section Chief

(Title/Component)

(Signature)

(Date)