

AMENDMENT 6
TO THE
COORDINATION AND PROVISION OF PUBLIC HEALTH CARE SERVICES
CONTRACT

THIS AMENDMENT 6 is entered into by and between and between the Orange County Health Authority, a Public Agency, dba CalOptima (“CalOptima”), and the County of Orange, through its division the Orange County Health Care Agency, a political subdivision of the State of California (“County”), and shall become effective as of the first day of the first month following execution of this Amendment 6 by both parties (“Effective Date”), with respect to the following facts:

RECITALS

- A. CalOptima and County entered into a Coordination and Provision of Public Health Care Services Contract (“Contract”) effective June 1, 2013 to set forth the manner in which their respective services shall be coordinated, and County shall be reimbursed by CalOptima, as required by CalOptima’s contract with the State of California, Department of Health Care Services.
- B. County, as Lead Entity, and the California Department of Health Care Services (“DHCS”) entered into a contract for the Whole Person Care Pilot Program (“WPC Pilot Program”), Contract No. 16-14184-OR-30, (“County/DHCS Contract”), for the coordination of physical, behavioral health, and social services in a patient centered approach with the goals of improved health and well-being through more efficient and effective uses of resources for Medi-Cal beneficiaries struggling with homelessness. WPC promotes increased communication between County Behavioral Health and Public Health Services, CalOptima, hospital emergency rooms, community clinics and recuperative care providers to improve access and navigation of services for the homeless population.
- C. In accordance with the Affordable Care Act, Section 2703 and Welfare and Institutions Code Sections 14127 and 14128, CalOptima elected to participate in DHCS’ Health Homes Program (HHP) for the coordination of the full range of physical health, behavioral health, and community based long-term services and supports (LTSS) needed by Medi-Cal members with chronic conditions in Orange County, California, no sooner than January 2020 for CalOptima Medi-Cal members with eligible chronic physical conditions and substance use disorders (SUD), and no sooner than July 1,2020 for CalOptima Medi-Cal members with Serious Mental Illness (SMI).
- D. CalOptima wishes to partner with County to leverage their existing WPC infrastructure to incorporate new services related to HHP. County shall arrange, through the WPC, to provide targeted engagement for Members enrolled in WPC that CalOptima has identified as being eligible for, but not yet enrolled in HHP. CalOptima shall reimburse County for targeted engagement services provided to CalOptima Direct Members. In order to support continuity of care, County shall also have its WPC providers continue to provide housing services to CalOptima Direct Members enrolled in HHP who have an established relationship with a County WPC housing services Provider. As County cannot draw down WPC funding from the State for HHP core services provided to a Member that is receiving like services in HHP, CalOptima shall reimburse County for the housing services provided to CalOptima Direct Members.

- E. CalOptima also wishes to update the Contract language related to the financial responsibility of Vaccines for Children (VFC) administrative fee so that it may be consistent with CalOptima’s Medi-Cal Matrix of Financial Responsibility effective July 1, 2018.
- F. CalOptima and County desire to amend this Contract on the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

- 1. County agrees to provide or arrange for the competent and effective provision of certain Health Home Program services, as described in the attached Part XII “WPC/HHP Crossover Population” of Attachment A, incorporated herein by this reference.
- 2. Attachment B “Compensation” shall be deleted in its entirety and replaced with the attached revised Attachment B – Amendment 6.
- 3. CONTRACT REMAINS IN FULL FORCE AND EFFECT – Except as specifically amended by this Amendment, all other conditions contained in the Contract shall continue in full force and effect. This Amendment is subject to approval by the Government Agencies and by the CalOptima Board of Directors.

IN WITNESS WHEREOF, CalOptima and County have executed this Amendment.

FOR COUNTY:

FOR CALOPTIMA:

Signature

Print Name

Title

Date

Signature

Ladan Khamseh
Print Name

Chief Operating Officer
Title

Date

Approved as to form:
County Counsel
County of Orange, California

DocuSigned by:
By: Brittany McLean _____
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Date: _____

**Attachment A, Part XII
WPC/HHP Crossover Population**

HHP Select Services to be provided by WPC Providers for COD/CCN Members

I. SCOPE OF WORK---

Service Categories:

- Targeted Engagement Services to clients referred by CalOptima
 - Housing Services (HHP enrolled members only)
 - Care Coordination Participation (HHP enrolled members only)
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A. Targeted Engagement Services to clients referred by CalOptima:

1. CalOptima will identify Members and submit a request for the County's team to perform targeted engagement. At a minimum, these services include:
 - 1.1 Locating and engaging clients requested by CalOptima (a maximum of three (3) engagement attempts allowed);
 - 1.2 Informing member about HHP services and benefits based upon the information provided by CalOptima;
 - 1.3 Gauging client's interest in HHP and refers client to CalOptima for enrollment, if interested;
 - 1.4 Documenting the outcome of the engagement services in WPC Connect.

B. Housing Services (Individuals receiving housing services through WPC at the time of enrollment into HHP)

1. WPC Providers shall continue to provide Housing Services following enrollment in HHP, as defined in Sections B.1.1 and B.1.2 of this agreement, to Members already receiving housing services through WPC, in order to maintain continuity of services, as follows:

County will provide:

- 1.1 **Housing Navigation and Sustainability Services.** These services include:
 - a. Conducting a tenant screening and housing assessment that identifies the Member's preferences and barriers related to successful tenancy. The assessment may include collecting information on potential housing transition barriers, and identification of housing retention barriers;
 - b. Developing an individualized housing support plan based upon the housing assessment that addresses identified barriers, includes short and long-term measurable goals for each issue, establishes the Member's approach to meeting the goal, and identifies when other providers or services, both reimbursed and not reimbursed by Medicaid, may be required to meet the goal;

- c. Assisting with the housing application process;
- d. Assisting with the housing search process;
- e. Identifying and securing resources to cover expenses such as security deposit, furnishings, adaptive aids, environmental modifications, moving costs and other one-time expenses;
- f. Ensuring that the living environment is safe and ready for move-in;
- g. Assisting in arranging for and supporting the details of the move; and
- h. Developing a housing support crisis plan that includes prevention and early intervention services when housing is jeopardized. The developed 'housing support crisis plan' is provided to member's personal care coordinator at CalOptima.
- i. Coordinating with the County's Coordinated Entry System as there may be housing vouchers or programs identified for the Member through this system.

1.2 **Individual Housing and Tenancy Sustaining Services.** These services include:

- a. Providing early identification and intervention for behaviors that may jeopardize housing, such as late rental payment and other lease violations;
 - 1) Providing a plan for the client in recognition of these behaviors, and
 - 2) Providing a plan for the landlord (who to call) if the behaviors are noted.
- b. Education and training on the roles, rights and responsibilities of the tenant and landlord;
- c. Coaching on developing and maintaining key relationships with landlords/property managers with a goal of fostering successful tenancy;
- d. Assistance in resolving disputes with landlords and/or neighbors to reduce risk of eviction or other adverse action;
- e. Advocacy and linkage with community resources to prevent eviction when housing is, or may potentially become jeopardized;
- f. Ensuring that the member is connected to social supports in the vicinity of their new community and that the other service providers connected with the member also know they are newly housed.
- g. Assisting the Member in accessing resources that may be necessary to obtain immediate need items including, but not limited to; toiletries, cleaning products, kitchen ware, bed, towels and linens, and refrigerator.
- h. Assistance with the housing recertification process;

- 1) Coordinating with the tenant to review, update and modify their housing support and crisis plan on a regular basis to reflect current needs and address existing or recurring housing retention barriers; and
- 2) Continuing training in being a good tenant and lease compliance, including ongoing support with activities related to household management.

C. Care Coordination Participation (HHP enrolled members only)

1. Once a WPC member opts in to HHP, care coordination services will be provided through the HHP. WPC care coordinators will continue to participate in existing WPC care coordination activities, including Inter-Disciplinary Care Team (ICT) meetings, as needed.

II. CRITERIA FOR REIMBURSEMENT---

- A. County shall have agreements in place with the WPC Providers to provide targeted engagement services, and housing services.
- B. County shall pay the WPC Providers for the select WPC services rendered. CalOptima shall not have liability to WPC Providers for any services.
- C. County shall not claim reimbursement from DHCS for HHP housing supportive services that are provided through HHP and billed to CalOptima. As per DHCS' HHP Program Guide Appendix K, Joint Medi-Cal Managed Care Health Plan and WPC Guidance, the WPC pilot may not claim WPC reimbursement for care coordination services that are duplicative of HHP care coordination services that are provided during the same month.
- D. CalOptima's reimbursement for targeted engagement services and housing services is subject to the continuation of its contract with DHCS for the HHP.

III. DEFINITIONS SPECIFIC TO THIS ATTACHMENT A, PART XII---

- A. "Engagement Services" means providing information about the HHP and its benefits and encouraging the Member to consider enrollment in the program. These services can be provided at member's preferred location. The County team shall utilize CalOptima-approved communications to ensure health literacy standards, culturally appropriateness and trauma-informed care standards are maintained.
- B. "Health Home Program" or "HHP" means all of the California Medicaid State Plan amendments and relevant waivers that DHCS seeks and CMS approves for the provision of HHP services that provide supplemental services to CalOptima's HHP Members by coordinating and integrating the full range of physical health, behavioral health, and community-based long-term services and supports (LTSS) needed for chronic conditions.
- C. "HHP Member" for this Attachment A, Part XII means a CalOptima Direct Member that is enrolled, and continuously participating in the HHP.

- D. “Homeless” means a Member who, as defined in 24 C.F.R section 91.5, lacks a fixed, regular, and adequate nighttime residence, or who will imminently lose their primary nighttime residence; or are an unaccompanied Member under twenty-five (25) years of age; or a Member who is fleeing dangerous or life-threatening conditions, has no other residence, and lacks the resources to obtain permanent housing.
- E. “Member” means a Medi-Cal eligible beneficiary as determined by the County of Orange Social Services Agency, the California Department of Health Care Services (DHCS) Medi-Cal Program, or the United States Social Security Administration, who is enrolled in CalOptima’s CalOptima Direct (COD) program.
- F. “WPC” means the County of Orange-operated program, administered by the Orange County Health Care Agency, providing infrastructure and integrated systems of care to coordinate services for vulnerable Medi-Cal beneficiaries and others experiencing homelessness.
- G. “WPC Providers” means County’s contracted or staffed providers that provide WPC services.

ATTACHMENT B – AMENDMENT 6
COMPENSATION

I. COMPENSATION

A. General Compensation

With the exception of the services and reimbursement rates specified in Sections I.B, and I.C of this Attachment B, CalOptima or a Member’s Health Network shall reimburse County, and County shall accept as payment in full from CalOptima, the lesser of:

1. billed charges, or:

- 1.1 123% of the Current CalOptima Medi-Cal Fee Schedule on a fee-for-service basis for **physician services**, as defined in the Provider Manual.
- 1.2 100% of the Current CalOptima Medi-Cal Fee Schedule on a fee-for-service basis for **non-physician services**, as defined in the Provider Manual.
- 1.3 100% of the Current CalOptima Medi-Cal Fee Schedule on a fee-for-service basis, as defined in the Provider Manual **for Child Health and Disability Prevention (CHDP) services** provided by County.
- 1.4 140% of the Current CalOptima Medi-Cal Fee Schedule on a fee-for-service basis, as defined in the Provider Manual **for professional services provided by a qualifying CCS paneled specialist** to a Member less than 21 years of age.
- 1.5 Services with Unestablished Fees. If a fee has not been established by Medi-Cal for a particular procedure, and CalOptima has provided authorization for County to provide such service, CalOptima shall reimburse County under the following guidelines:
 - a. “By Report & Unlisted” codes that CalOptima has provided authorization for County to provide such service will be paid at forty percent (40%) of billed charges and must follow Medi-Cal billing rules, policies and guidelines. When billing CalOptima for these codes, County shall include documentation of Covered Services provided.
 - b. County shall utilize current billing codes and modifiers for Medi-Cal.
 - c. CPT or HCPC codes not contained in the Medi-Cal fee schedule at the time of service are not reimbursable.
 - d. If the billed charges are determined to be unallowable, in excess of usual and customary charges, or inappropriate pursuant to a medical review by CalOptima, CalOptima will contact provider for additional justification and these will be handled on a case-by-case basis.

B. Post Whole-Person Care Medical Respite Care

1. For purposes of this Section B, "Post Whole-Person Care Medical Respite Care Fund" shall consist of those funds allocated from Intergovernmental Transfer funds by the CalOptima Board of Directors for Post Whole-Person Care Medical Respite Care Program.
2. REIMBURSEMENT--- To the extent that adequate funds remain in the Post Whole-Person Care Medical Respite Care Fund, **CalOptima shall reimburse County at the rate of \$120 per day** for authorized Medical Respite Care provided to CalOptima Members after 90-days Whole Person Care Recuperative Care **for up to a maximum of ninety (90) days per Member, unless otherwise extended by CalOptima.** County shall accept this rate as payment in full from CalOptima. If the funds in the Post Whole-Person Care Medical Respite Care Fund are exhausted, CalOptima shall have no further obligation to compensate County for Medical Respite Care.
3. INVOICE SUBMISSION--- Invoices for Medical Respite Care, along with all required supporting documentation, shall be submitted to CalOptima, in a format provided by CalOptima, to the following address:

CalOptima
 Attn: Accounts Payable
 505 City Parkway West
 Orange, CA 92868

C. WPC/HHP Crossover Services

1. REIMBURSEMENT--- County shall be reimbursed for its services according to the monthly rates listed below:

Services	HHP Enrollment Status	Rate per Month (per Member)
Targeted Engagement	Eligible	\$207.50
Housing Navigation and Sustainability	Enrolled	\$960.00

2. INVOICE SUBMISSION--- On a monthly basis, County shall submit an invoice to CalOptima at the address specified below for reimbursement of services provided to Members during the previous month. The invoice shall include member details which can be utilized by CalOptima to prepare DHCS reporting, including member-identifying information and which services were provided to each member during that month.

CalOptima
 Attn: Accounts Payable
 505 City Parkway West
 Orange, CA 92868

D. CalOptima and County may mutually agree, in writing, to modify Attachment B of this Contract.

II. SERVICES ELIGIBLE FOR REIMBURSEMENT

CATEGORY	County	CalOptima/Health Networks
Non-DOT TB Treatment	PDS will bill CalOptima for covered TB screening and treatment services for both CalOptima Direct and Health Network members.	CalOptima will pay County for claims for covered TB screening and treatment services for both CalOptima Direct and Health Network members. CalOptima shall not pay County for DOT professional services.
HIV Services (17th Street Care)	For CalOptima clients in the process of transitioning to a CalOptima provider, County will bill CalOptima for medical services provided to CalOptima Direct Members, and the appropriate Health Network for Health Network Members.	CalOptima will pay claims submitted for Covered Services provided at 17 th Street Care to CalOptima Direct Members. CalOptima's Health Networks are responsible for Claims for Covered Services provided at 17 th Street Care to their Members.
Adult Immunizations	County will bill CalOptima or the appropriate Health Network for Health Network Members for Medi-Cal covered adult immunizations provided to CalOptima Direct and Health Network members over the age of 18. For Members 18 to 21 years of age, County will bill CalOptima on a CMS-1500, UB-04 claim form, or electronic equivalent.	CalOptima or the appropriate Health Network for Health Network Members will reimburse County for Medi-Cal covered adult immunizations provided to CalOptima Direct and Health Network members over the age of 18.
Pediatric Preventive Services	County Children's Clinic will bill CalOptima or the appropriate Health Network for Health Network Members for Pediatric Preventive Services on a CMS-1500, UB-04 claim form, or electronic equivalent. For vaccines supplied free through the Vaccine For Children (VFC) Program, County will bill CalOptima or the appropriate Health Network for Health Network Members for vaccine administration costs only. Sick care (i.e. non-CHDP/PPS services) will be provided to CalOptima Direct patients only. County Children's Clinic will bill CalOptima for covered medical services provided to CalOptima Direct Members.	CalOptima or the appropriate Health Network for Health Network Members will pay claims submitted for Pediatric Preventive Services (PPS) provided to CalOptima Members when claim is submitted on a CMS-1500, UB-04 claim form, or electronic equivalent. CalOptima or the appropriate Health Network for Health Network Members will reimburse providers for the administration fee only for vaccine supplied free through the Vaccine For Children (VFC) Program. CalOptima will pay County for covered non-PPS medical services provided to CalOptima Direct Members.
Services provided at Orangewood	County/JHS - Orangewood shall bill CalOptima or the appropriate Health Network for Health Network Members, using the CMS-1500, UB-04 claim form, or electronic equivalent for Pediatric Preventive Services (CHDP health assessments) provided to CalOptima members.	CalOptima or the appropriate Health Network for Health Network Members, will pay for Pediatric Preventive Services (PPS) billed on a CMS-1500, UB-04 claim form, or electronic equivalent for CalOptima members at Orangewood.

CATEGORY	County	CalOptima/Health Networks
	<p>County/JHS -Orangewood shall bill Health Networks or CalOptima Direct for other medically necessary services provided on site at Orangewood.</p>	<p>CalOptima or the member’s Health Network shall pay claims for medically necessary services to County/JHS - Orangewood at CalOptima fee-for-services rates.</p> <p>CalOptima or the member’s Health Network shall reimburse providers to whom County/JHS – Orangewood has referred Orangewood residents for medically necessary services at CalOptima fee-for-services rates.</p>
Public Health Lab Services	<p>County will bill CalOptima or the appropriate Health Network for Health Network Members for Medi-Cal covered lab services provided to CalOptima members. County will bill CalOptima on a CMS-1500, UB-04 claim form, or electronic equivalent.</p>	<p>CalOptima or the appropriate Health Network for Health Network Members will reimburse County for Medi-Cal covered lab services provided to CalOptima members.</p>
Post Whole-Person Care Medical Respite Care	<p>County will bill CalOptima for covered Post Whole-Person Care Medical Respite Care for both CalOptima Direct and Health Network members.</p>	<p>CalOptima will pay County for invoices submitted for covered Post Whole-Person Care Medical Respite Care for both CalOptima Direct and Health Network members.</p>
WPC/HHP Crossover Services	<p>County will bill CalOptima for the select HHP services listed below, for CalOptima Direct Members via invoice.</p> <ol style="list-style-type: none"> 1. Targeted Engagement Services 2. Housing Services <p>County shall not bill CalOptima for HHP services provided to a Medi-Cal member assigned to Health Network. If a Health Network refers one of their assigned Medi-Cal members to County for HHP services, County will bill the appropriate Health Network for the HHP services. County’s arranged reimbursement rates with Health Network shall apply.</p>	<p>CalOptima will pay County for invoices submitted for the select HHP services listed below provided to CalOptima Direct Members.</p> <ol style="list-style-type: none"> 1. Targeted Engagement Services 2. Housing Services