AMENDMENT 13

TO THE

COORDINATION AND PROVISION OF PUBLIC HEALTH CARE SERVICES CONTRACT

This Amendment 13 to the Coordination and Provision of Public Health Care Services Contract ("Amendment 13") is entered into by and between the Orange County Health Authority, a public agency, dba CalOptima Health ("CalOptima"), and the County of Orange, a political subdivision of the State of California, through its division the Orange County Health Care Agency ("County"), and shall become effective on the first day of the first month following execution of this Amendment ("Effective Date"), with respect to the following:

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 outline the specific services for which County will be reimbursed by CalOptima as required by CalOptima's contract with the Department of Health Care Services ("DHCS").

B. CalOptima and County desire to extend the Coordination and Provision of Public Health Care Services Contract, expiring December 31, 2023, for three (3) years through the terms and conditions set forth herein.

C. On January 8, 2021, DHCS released a revised California Advancing and Innovating Medi-Cal ("CalAIM") proposal that takes a whole-person care approach to improving health outcomes for Medi-Cal members by incorporating both clinical and nonclinical services. Implementation of CalAIM initiatives by managed care plans began on January 1, 2022.

D. Several CalAIM Community Supports were added to the Contract via Amendment 11 effective October 1, 2022. CalOptima and County desire to amend this Contract to include two (2) additional Community Supports, update two (2) Community Support rates, and extend Enhanced Care Management through the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Section 8.1 "Term" shall be deleted in its entirety and replaced with the following:

   "8.1. <u>Term</u>. The Term of this Contract shall be from June 1, 2013, through December 31, 2026."

2. Delete Attachment A, Part XIV "CalAIM Transition Coordination Services" in its entirety and replace it with the attached new Attachment A, Part XIV – Amendment 13 "CalAIM Enhanced Care Management Services"

3. Add the following new Sections H and I to Section I "SCOPE OF WORK" of Attachment A, Part XV "CalAIM Community Supports Services".

   H. Community/Nursing Facility Transition to a Home

   <u>Description/Overview</u>

   A. Community Transition /Nursing Facility Transition to a Home Services, as described in this <u>Section 1</u>, help Members live in the community and avoid further institutionalization.

B. Community Transition/Nursing Facility Transition to a Home Services cover non-recurring setup expenses for Members who are transitioning from a licensed facility to a living arrangement in a private residence where the person is directly responsible for his or her own living expenses. Allowable expenses are those necessary to enable a Member to establish a basic household that do not constitute room and board and include:

i. Assessing the Member's housing needs and presenting options. Refer to the Housing Transition/Navigation Services and/or Housing Tenancy/Sustaining Services Community Supports for additional details.

ii. Assisting in searching for and securing housing, including the completion of housing applications and securing required documentation (e.g., Social Security card, birth certificate, prior rental history).

iii. Communicating with the landlord (if applicable) and coordinating the move.

iv. Establishing procedures and contacts to retain housing.

v. Identifying, coordinating, securing, or funding non-emergency, nonmedical transportation to assist Members' mobility to ensure reasonable accommodations and access to housing options prior to transition and on move-in day.

vi. Identifying the need for and coordinating funding for environmental modifications to install necessary accommodations for accessibility. Refer to the Housing Transition/Navigation Services and/or Housing Tenancy/Sustaining Services for additional details.

vii. Identifying the need for and coordinating funding for services and modifications necessary to enable a Member to establish a basic household refers to funding that does not constitute room and board, such as security deposits required to obtain a lease on an apartment or home; setup fees for utilities or service access; first-month coverage of utilities, including telephone, electricity, heating, and water; funds for services necessary for the Member's health and safety, such as pest eradication and one-time cleaning prior to occupancy; funds for home modifications, such as an air conditioner or heater; and funds for other medically necessary services, such as hospital beds and Hoyer lifts, etc. to ensure access and reasonable accommodations. Refer to the Environmental Accessibility Adaptations and/or Asthma Remediation Community Supports for additional details.

Eligibility

A. Is currently receiving medically necessary nursing facility level of care ("LOC") services and, in lieu of remaining in the nursing facility or Medical Respite setting, is choosing to transition home and continue to receive medically necessary nursing facility LOC services;

B. Has lived 60+ days in a nursing home and/or medical respite setting;

C. Is interested in moving back to the community; and

D. Is able to reside safely in the community with appropriate and cost-effective supports and services.

Restrictions/Limitations

A. Community Transition/Nursing Facility Transition to a Home Services do not include monthly rental or mortgage expense, food, regular utility charges, and/or household appliances or items that are intended for purely diversionary/recreational purposes.

B. Community Transition/Nursing Facility Transition to a Home Services are payable up to a total lifetime maximum amount of $7,500.00. The only exception to the $7,500.00 total maximum is if the Member is compelled to move from a Provider-operated living arrangement to a living arrangement in a private residence through circumstances beyond his or her control.

C. Community Transition/Nursing Facility Transition to a Home Services must be necessary to ensure the health, welfare, and safety of the Member, and without which the Member would be unable to move to the private residence and would then require continued or re-institutionalization.

D. Community supports shall supplement and not supplant services received by the Medi-Cal beneficiary through other State, local, or federally-funded programs, in accordance with the CalAIM special terms and conditions ("STCs") and federal and DHCS guidance.

Licensing/Allowable Providers

A. Community Supports Providers must have experience and expertise with providing these unique services. The list is provided to show examples of the types of Community Supports Providers that may provide Community Transition/Nursing Facility Transition, but it is not an exhaustive list of Providers that may offer the services.

i. Case management agencies

ii. Home health agencies

iii. Medi-Cal managed care plans

iv. County mental health providers

v. 1915c home and community-based alternatives/assisted living waiver providers

vi. California community transitions/money follows the person providers

Community Supports Providers that have a state-level enrollment pathway must enroll in the Medi-Cal program, pursuant to relevant DHCS APLs, including Provider Credentialing/Recredentialing and Screening/Enrollment APL 19-004. If there is no state-level enrollment pathway, CalOptima must have a process for vetting the Community Supports Provider, which may extend to individuals employed by or delivering services on behalf of the Community Supports Provider, to ensure it can meet the capabilities and standards required to be a Community Supports Provider.

I. Nursing Facility Transition/Diversion Services

Description/Overview

A. Nursing Facility Transition/Diversion Services, as defined in this Section 1, help Members live in the community and/or avoid institutionalization when possible.

B. The goal is to both facilitate nursing facility transition back into a home-like, community setting and/or prevent skilled nursing admissions for Members with an imminent need for nursing facility level of care ("LOC"). Members have the choice of residing in an assisted living setting as an alternative to long-term placement in a nursing facility when they meet eligibility requirements.

C. The assisted living Provider is responsible for meeting the needs of the Member, including helping with Activities of Daily Living ("ADLs") and Instrumental ADLs ("IADLs") and providing meals, transportation, and medication administration, as needed.

D. Nursing Facility Transition/Diversion Services are for individuals who are transitioning from a licensed health care facility to a living arrangement in a Residential Care Facility for the Elderly ("RCFE") or an Adult Residential Facility ("ARF"). They include wraparound services such as assistance with ADLs and IADLs as needed, companion services, medication oversight, and therapeutic social and recreational programming, provided in a home-like environment. It also includes 24- hour direct care staff on-site to meet scheduled unpredictable needs in a way that promotes maximum dignity and independence and to provide supervision, safety, and security. Allowable expenses are those necessary to enable a person to establish a community facility residence (except room and board), including but not limited to:

i. Assessing the Member's housing needs and presenting options. Refer to Housing Transition/Navigation Services Community Support for additional details.

ii. Assessing the service needs of the Member to determine whether the Member needs enhanced on-site services at the RCFE/ARF so the Member can be safely and stably housed in an RCFE/ARF.

iii. Assisting in securing a facility residence, including the completion of facility applications and securing required documentation (e.g., Social Security card, birth certificate, prior rental history).

iv. Communicating with facility administration and coordinating the move.

v. Establishing procedures and contacts to retain facility housing.

vi. Coordinating with CalOptima to ensure that the needs of Members who need enhanced services to be safely and stably housed in RCFE/ARF settings have Community Supports services and/or ECM services that provide the necessary enhanced services.

a. CalOptima may also fund RCFE/ARF operators directly to provide these enhanced services.

Eligibility

A. For Nursing Facility Transition Services:

i. Has resided 60+ days in a nursing facility;

ii. Is willing to live in an assisted living setting as an alternative to a nursing facility; and

iii. Is able to reside safely in an assisted living facility with appropriate and cost- effective supports.

B. For Nursing Facility Diversion Services:

i. Is interested in remaining in the community;

i. Is willing and able to reside safely in an assisted living facility with appropriate and cost-effective supports and services; and

ii. Must be currently receiving medically necessary nursing facility LOC or meet the minimum criteria to receive nursing facility LOC services and, in lieu of going into a facility, is choosing to remain in the community and continue to receive medically necessary nursing facility LOC services at an assisted living facility.

Restrictions/Limitations

A. Members are directly responsible for paying their own living expenses.

B. Community supports shall supplement and not supplant services received by the Medi-Cal beneficiary through other State, local, or federally-funded programs, in accordance with the CalAIM special terms and conditions ("STCs") and federal and DHCS guidance.

Licensing/Allowable Community Supports Providers

A. Community Supports Providers must have experience and expertise with providing these unique services in a culturally and linguistically appropriate manner. The below list is provided to show examples of the types of Community Supports Providers that may provide Nursing Facility Transition/Diversion Services but is not an exhaustive list of Community Supports Providers that may offer the services.

i. Case management agencies

ii. Home Health Agencies

iii. Medi-Cal managed care plans

iv. ARF/RCFE operators

B. Community Supports Providers that have a state-level enrollment pathway must enroll in the Medi-Cal program, pursuant to relevant DHCS APLs, including Provider Credentialing/Recredentialing and Screening/Enrollment APL 19-004. If there is no state-level enrollment pathway, managed care plans must have a process for vetting the Community Supports Provider, which may extend to individuals employed by or delivering services on behalf of the Community Supports Provider, to ensure it can meet the capabilities and standards required to be a Community Supports Provider.

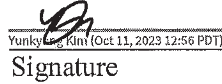
C. RCFEs/ARFs are licensed and regulated by the California Department of Social Services, Community Care Licensing Division.

3. Delete Attachment B – Amendment 10 "Compensation" in its entirety and replace it with the attached new Attachment B – Amendment 13 "Compensation".

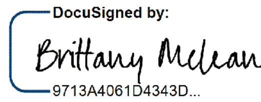
4. This Amendment may be executed in multiple counterparts, and counterpart signature pages may be assembled to form a single, fully executed document.

5. Except as specifically amended by this Amendment 13, all other conditions contained in the Contract as previously amended shall continue in full force and effect. After the Amendment 13 Effective Date, any reference to the Contract shall mean the Contract as amended and supplemented by this Amendment 13. Notwithstanding anything to the contrary in the Contract, in the event of a conflict between the terms and conditions of this Amendment 13 and those contained within the Contract, the terms and conditions of this Amendment 13 shall prevail. Capitalized terms not otherwise defined in this Amendment 13 shall have the meanings ascribed to them in the Contract. This Amendment 13 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 13.

FOR COUNTY:	FOR CALOPTIMA:
	 Yunkyung Kim (Oct 11, 2023 12:56 PDT)
Signature	Signature
Debra Baetz	Yunkyung Kim
Print Name	Print Name
Interim Director, Health Care Agency	Chief Operating Officer
Title	Title
	Oct 11, 2023
Date	Date

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



By: Brittany McLean

Date: 10/23/2023

Attachment A, Part XIV – Amendment 13
CalAIM Enhanced Care Management Services

CalAIM Program Services to be provided by County for CalOptima Medi-Cal Members

I. SCOPE OF WORK---

Service Categories: ECM Services to be provided by County for CalOptima Members who are experiencing SMI/SUD inclusive of other related population of focus criteria to be effective January 1, 2022 under CalOptima's CalAIM program such as homelessness and high utilizers (CalAIM Program enrolled Members only).

A. Enhanced Care Management (ECM)

1. ECM Core Services – Upon authorization by CalOptima Member's assigned Health Network and acceptance by County, County will perform the following core ECM Services to CalOptima Members who are enrolled in CalAIM Program and are experiencing SMI and/or SUD inclusive of other related population of focus criteria to be effective January 1, 2022 under CalOptima's CalAIM program such as homelessness and high utilizers (adults and children/youth), per policy GG.1354 Enhanced Care Management Eligibility and Outreach:

   a. Outreach and engagement;
   b. Comprehensive assessment and care management plan;
   c. Enhanced coordination of care;
   d. Health promotion;
   e. Comprehensive transitional care;
   f. CalOptima Member and family supports; and
   g. Coordination of and referral to community and social support services.

2. ECM Provider Requirements – County, shall satisfy the ECM Provider requirements for County identified, CalAIM enrolled and CalOptima authorized Members as set forth in CalOptima Policies and as follows:

   2.1 County shall have experience serving CalOptima Members experiencing SMI and/or SUD inclusive of other related population of focus criteria to be effective January 1, 2022 under CalOptima's CalAIM program such as homelessness and high utilizers and experience and expertise with the services County will provide.

   2.2 County shall comply with all applicable State and federal laws and regulations and all ECM requirements in the DHCS-CalOptima ECM and Community Supports Contract and associated guidance.

   2.3 County shall have the capacity to provide culturally appropriate and timely in-person care management activities including accompanying CalOptima Members to critical appointments when

necessary. County shall be able to communicate in culturally and linguistically appropriate and accessible ways.

2.4 County shall have agreements, procedures, and processes in place to engage and cooperate with CalOptima, CalOptima Health Networks, area hospitals, primary care practices, behavioral health Providers, Specialists, and other entities, including Community Supports Providers, to coordinate care as appropriate to each CalOptima Member. County shall comply with CalOptima's applicable process for vetting providers, which may extend to the individuals employed by or delivering services on behalf of County, to ensure the providers can meet the capabilities and standards required to be an ECM Provider.

2.5 County shall use a care management documentation system or process that supports the documentation and integration of physical, behavioral, social service, and administrative data and information from other entities to support the management and maintenance of an ECM Member care plan that can be shared with other providers and organizations involved in each ECM Member's care. Care management documentation systems may include Certified Electronic Health Record Technology, or other documentation tools that can: document CalOptima Member goals and goal attainment status; develop and assign care team tasks; define and support CalOptima Member care coordination and care management needs; gather information from other sources to identify CalOptima Member needs and support care team coordination and communication and support notifications regarding CalOptima Member health status and transitions in care (e.g., discharges from a hospital, long-term care facility, housing status).

3. Identifying CalOptima Members for ECM – CalOptima and County shall proactively identify CalOptima Members who are eligible for ECM Services and would benefit from ECM outreach. CalOptima Members identified by County shall be communicated to CalOptima on a monthly basis consistent with CalOptima's process, as described in CalOptima Policy GG.1354: Enhanced Care Management Eligibility and Outreach.

4. County Responsibilities for Assigned ECM Members.

4.1 Upon authorization of ECM by CalOptima and acceptance by County, County shall ensure each assigned ECM Member has a Lead Care Manager who interacts directly with the ECM Member and/or their family member(s), guardian, caregiver, and/or authorized support person(s), as appropriate, and coordinates all covered physical, behavioral, developmental, oral health, Specialty Mental Health Services, Drug Medi-Cal/Drug Medi-Cal Organized Delivery System services, any Community Supports, and other services that address social determinants of health needs, regardless of setting.

4.2 County shall:

(i) Advise the ECM Member on the process for changing ECM Providers, which is permitted at any time;

(ii) Advise the ECM Member on the process for switching ECM Providers, if requested; and

(iii) Notify CalOptima if the ECM Member wishes to change ECM Providers. CalOptima shall implement any requested ECM Provider change within thirty (30) calendar days.

5. County Staffing – At all times, County shall have adequate staff to ensure its ability to carry out responsibilities for each assigned ECM Member consistent with this Contract, applicable CalOptima Policies, DHCS ECM Provider Standard Terms and Conditions, the DHCS-CalOptima ECM and Community Supports Contract and any other related DHCS guidance.

6. County Outreach and Member Engagement – County shall be responsible for conducting outreach to each assigned ECM Member, in accordance with CalOptima Policy GG.1354: Enhanced Care Management Eligibility and Outreach.

    6.1 County shall conduct outreach primarily through in-person interaction where ECM Members and/or their family member(s), guardian, caregiver, and/or authorized support person(s) live, seek care, or prefer to access services in their community. County may supplement in-person visits with secure teleconferencing and telehealth, where appropriate, with the ECM Member's consent, and in compliance with applicable CalOptima Policies. County shall use the following modalities, as appropriate and as authorized by the ECM Member, if in-person modalities are unsuccessful or to reflect an ECM Member's stated contact preferences: (i) Mail; (ii) Email; (iii) Texts; (iv) Telephone calls; and (v) Telehealth.

    6.2 County shall comply with applicable non-discrimination requirements set forth in State and federal law and this Contract.

    6.3 CalOptima and County will coordinate to ensure that ECM Members who the parties know meet exclusionary criteria as defined in CalOptima Policy GG.1354: Enhanced Care Management Eligibility and Outreach do not receive ECM Services.

7. Initiating Delivery of ECM Services – County shall obtain, document, and manage ECM Member authorization for the sharing of personally identifiable information between CalOptima and ECM, Community Supports, and other Providers involved in the provision of ECM Member care to the extent required by federal law.

    7.1 ECM Member authorization for ECM-related data sharing is not required for County to initiate delivery of ECM Services unless such authorization is required by federal law. When federal law requires authorization for data sharing, County shall communicate that it has obtained ECM Member authorization for such data sharing back to CalOptima.

    7.2 County shall notify CalOptima to discontinue ECM under the following circumstances: (i) The ECM Member has met their care plan goals for ECM; (ii) The ECM Member is ready to transition to a lower level of care and/or services; (iii) The ECM Member no longer wishes to receive ECM Services or is unresponsive or unwilling to engage; and/or (iv) County has not had any contact with the ECM Member despite multiple attempts.

    7.3 When ECM is discontinued, or will be discontinued for the ECM Member, CalOptima is responsible for sending a notice of action notifying the ECM Member of the discontinuation of the ECM benefit and ensuring the ECM Member is informed of the right to appeal and the appeals process as instructed in the notice of action. County shall communicate to the ECM Member other benefits or programs that may be available to the ECM Member, as applicable (e.g., ECM Complex Case Management, ECM Basic Case Management, etc.).

8. County and CalOptima Coordination – Both County and CalOptima including its Health Networks will coordinate all aspects of the CalOptima Members enrollment, navigation, and care coordination within the community in a direct and collaborative model to ensure the CalOptima Member is benefiting from all services.

9. ECM Requirements – County shall ensure ECM is a whole-person, interdisciplinary approach to care that addresses the clinical and non-clinical needs of high-need and/or high-cost Medi-Cal Members assigned to the CalOptima Health Networks. County shall ensure the approach is person-centered, goal oriented, and culturally appropriate.

9.1 Subject to all applicable requirements set forth in this Contract (including, but not limited to, subcontracting requirements), if County subcontracts with other entities to administer ECM functions, County shall ensure agreements with each entity bind the entities to the applicable terms and conditions set forth in this Contract and applicable CalOptima Policies and that its Subcontractors comply with all applicable requirements in DHCS County Standard Terms and Conditions and the DHCS-CalOptima ECM and Community Supports Contract. Notwithstanding any subcontracting arrangements, County shall remain responsible and accountable for any subcontracted ECM functions.

9.2 County shall: (i) Ensure each ECM Member receiving ECM has a Lead Care Manager; (ii) Coordinate across all sources of care management in the event that an ECM Member is receiving care management from multiple sources; (iii) Notify CalOptima to ensure non-duplication of services in the event that an ECM Member is receiving care management or duplication of services from multiple sources; and (iv) Follow CalOptima's instruction and participate in efforts to ensure ECM and other care management services are not duplicative.

9.3 County shall collaborate with area hospitals, Primary Care Providers CalOptima and CalOptima's Health Networks, behavioral health Providers, Specialists, dental Providers, Providers of services for LTSS and other associated entities, such as Community Supports Providers, as appropriate, to coordinate Member care for ECM.

9.4 County shall ensure the establishment of an ECM Care Team and a communication process between Members' ECM Care Team participants related to services being rendered, in accordance with the requirements set forth in CalOptima Policies.

9.5 County shall complete a health needs assessment and develop a comprehensive, individualized, person-centered care plan for each ECM Member. County shall ensure case conferences are conducted by the ECM Care Team and the ECM Member's health needs assessment and care plan are updated as necessary.

10. Training – County shall participate in all mandatory, Provider-focused ECM training and technical assistance provided by CalOptima, including in-person sessions, webinars, and/or calls, as necessary. County shall ensure that its staff who will be delivering ECM services complete training required by CalOptima and DHCS prior to participating in the administration of the ECM services.

11. Data Sharing to Support ECM – CalOptima, including its Health Networks, and County agree to exchange available information and data as required by DHCS guidance and as reasonably required by CalOptima Policies, including but not limited to notification of hospital emergency department visits, inpatient admissions and discharges, health history, behavioral health history, and other agreed upon information to support the physical and mental health of ECM Members. CalOptima, including its Health Networks, and County shall conduct such sharing in compliance with all applicable Health Insurance Portability and Accountability Act (HIPAA) requirements (including applying the minimum necessary standard when applicable), and other federal and California state laws and regulations. Further, County shall establish and maintain a data-sharing agreement with other providers that is compliant with all federal and California state laws and regulations as necessary. If applicable laws and/or regulations require an ECM Member's valid authorization for release of health information and a legal exception does not apply, County may not release such information without the ECM Member's valid authorization.

11.1 CalOptima will provide to County the following data at the time of assignment and periodically thereafter, and following DHCS guidance for data sharing where applicable:

(i) CalOptima Member assignment files, defined as a list of Medi-Cal Members authorized for ECM and assigned to County;

(ii) Non-duplicative Encounter and/or claims data, as appropriate;

(iii) Non-duplicative physical, behavioral, administrative and social determinants of health data (e.g., Homeless Management Information System (HMIS data)) for all assigned CalOptima Members, as available; and

(iv) Reports of performance on quality measures and/or metrics, as requested.

12. Claims Submission and Reporting – County shall submit claims or invoices for provision of ECM Services to CalOptima using the national standard specifications and code sets defined by DHCS. In the event County is unable to submit claims to CalOptima for ECM Services using the national standard specifications and DHCS-defined code sets, County shall submit an invoice to CalOptima with a minimum set of data elements (as defined by DHCS) necessary for CalOptima to convert the invoice to an encounter for submission to DHCS.

13. Quality and Oversight – County acknowledges that CalOptima will conduct oversight of County's provision of ECM Services under this Contract to ensure the quality of ECM Services and compliance with program requirements, which may include audits and/or corrective actions. County shall respond to all reasonable requests from CalOptima for information and documentation related to County's provision of ECM Services.

14. ECM Data and Reports – County shall submit to CalOptima complete, accurate, and timely ECM data and reports in the manner and form reasonably acceptable to CalOptima as required by applicable CalOptima Policies or otherwise required by DHCS in order for CalOptima to monitor and meet the following: (i) program performance targets; and (ii) its data reporting requirements to DHCS.

15. County Agent Qualifications – County shall verify that the qualifications of County staff and agents on behalf of County providing ECM Services under this Contract comply with the requirements of this Contract and applicable CalOptima Policies and DHCS guidance. In addition, for County staff and agents providing services on behalf of County who enter CalOptima Members' homes or have face-to-face interactions with CalOptima Members, County shall also conduct background investigations, including, but not limited to, County, State and Federal criminal history and abuse registry screening. County shall comply with all applicable laws in conducting background investigations and shall exclude unqualified persons from providing services under this Contract.

16. County will provide ECM Services from January 2022, through the Term of the Contract.

II. CRITERIA FOR REIMBURSEMENT---

A. CalOptima shall reimburse County for ECM provided to a CalOptima Member, subject to authorization from CalOptima.

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

A. "CalAIM (California Advancing and Innovating Medi-Cal") is a multi-year initiative by DHCS to improve the quality of life and health outcomes of County of Orange population by implementing broad delivery system, program, and payment reform across the Medi-Cal program. The major components of CalAIM build upon the successful outcomes of various pilots (including but not limited to the Whole Person

Care Pilots (WPC), Health Homes Program (HHP), and the Coordinated Care Initiative) from the previous federal waivers and will result in a better quality of life for Medi-Cal members as well as long-term cost savings/avoidance.

B. "Homeless" means a CalOptima 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 CalOptima Member under twenty-five (25) years of age; or a CalOptima Member who is fleeing dangerous or life-threatening conditions, has no other residence, and lacks the resources to obtain permanent housing.

C. "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.

D. "WPC (Whole Person Care)" means the program administered by the Orange County Health Care Agency, providing infrastructure and integrated systems of care to coordinate services for vulnerable Medi-Cal beneficiaries experiencing homelessness.

ATTACHMENT B – AMENDMENT 13

COMPENSATION

I. COMPENSATION

A. Medi-Cal Program

1. With the exception of the services and reimbursement rates specified in Sections I.B, I.C, and I.D of this Attachment B – Amendment 13, CalOptima or a Member's Health Network shall reimburse County, and County shall accept as payment in full from CalOptima, the lesser of:

   a. billed charges, or:

   b. the following rates:

      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.

      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.

      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.

      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.

2. 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. WPC/HHP Crossover Services

1. REIMBURSEMENT--- County shall be reimbursed for its services provided on or before December 31, 2021, 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 CalOptima 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

C. CalAIM Enhanced Care Management Services

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

Services	CalAIM Eligible or Enrolled	Rate
Enhanced Care Management Services (SMI/SUD) and inclusive of other related population of focus criteria to be effective January 1, 2022 under CalOptima's CalAIM program such as homelessness and high utilizers	Enrolled and Authorized by CalOptima	$553.83 Per Enrollee Per Month (PEPM) for each CalOptima Member who receives three (3) or more hours of ECM Services in a given month as identified by twelve (12) or more units. For purposes of Attachment B – Amendment 13, the term "Per Enrollee Per Month" means an all-inclusive case rate that applies whenever County, has provided the minimum level of service payment to an enrolled CalOptima Member. This rate is paid on the basis of submitted invoices and is not considered a capitation payment.

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 CalOptima 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. PACE Program Services

1. For Covered Services provided to PACE Members, CalOptima shall reimburse County, and County shall accept as payment in full from CalOptima, the lesser of:

   a. billed charges, or

   b. 100% of the current Medicare Allowable Participating Provider Fee Schedule for locality 26.

2. Prior authorization rules apply for payment of services.

3. Medicare billing rules and payment Policies and guidelines for billing and payment will apply.

4. Services with Unestablished Fees. If a fee has not been established by Medicare for a particular procedure, and CalOptima has provided authorization for Professional 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 Medicare billing rules and guidelines. When billing CalOptima for these codes, County shall include documentation of Covered Services provided.

   b. County shall utilize current payment codes and modifiers for Medicare.

   c. CPT or HCPC codes not contained in the Medicare 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 County for additional justification and these will be handled on a case-by-case basis.

5. Should Medicare consider a service as non-covered, then Medi-Cal guidelines shall be applied. County may need to resubmit claim in accordance with Medi-Cal codes, billing rules, Policies, and guidelines for reimbursement.

E. CalAIM Community Supports Services

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

Housing Deposits – Effective 10/01/2022.

Service	Lifetime maximum of $5,000.00. The amount of the Housing Deposit, up to the maximum allowed
Billing Code(s); including modifiers	See DHCS guidance for specific billing codes and modifiers

Housing Transition Navigation Services Service Rate - Effective 10/01/2022.

Bundled Payments (per Enrollee per Month (PEPM))	$449.00 PEPM

Billing Code(s); including modifiers	See DHCS guidance for specific billing codes and modifiers

Housing Tenancy and Sustaining Services Service Rate - Effective 10/01/2022

Bundled Payments (per Enrollee per Month (PEPM))	$475.00 PEPM
Billing Code(s); including modifiers	See DHCS guidance for specific billing codes and modifiers

Recuperative Care (Medical Respite) Service Rate - Effective 10/01/2022

Service Rate	$226.00 Per Day, All Inclusive
Billing Code(s); including modifiers	See DHCS guidance for specific billing codes and modifiers

Medically Tailored Meals Service Rate - Effective as of the Effective Date of this Amendment.

Service Rate	$12.00 Per Delivered Meal $66.00 Per Weekly Grocery Box Delivered $38.00 Per Nutritional Assessment
Billing Code(s); including modifiers	See DHCS guidance for specific billing codes and modifiers

Day Habilitation Programs Service Rate - Effective 7/01/2022

Service Rate	$67.30 Per Day, All Inclusive
Billing Code(s); including modifiers	See DHCS guidance for specific billing codes and modifiers

Short-Term Post-Hospitalization Housing Service Rate - Effective as of the Effective Date of this Amendment.

Service Rate	$119.00 Per Day, All Inclusive
Billing Code(s); including modifiers	See DHCS guidance for specific billing codes and modifiers

Community/Nursing Facility Transition to a Home Service Rate - Effective as of the Effective Date of this Amendment.

Service Rate	Lifetime maximum of $7,500.00. The amount of Community/Nursing Facility Transition to Home Services, up to the maximum allowed.
Billing Code(s): including modifiers	See DHCS guidance for specific billing codes and modifiers

Nursing Facility Transition/Diversion Services Service Rate - Effective as of the Effective Date of this Amendment.

Bundled Payments (per Enrollee per Month (PEPM))	$496.00 PEPM
Billing Code(s): including modifiers	See DHCS guidance for specific billing codes and modifiers

BILLING -- County shall submit Community Supports Services claims to CalOptima's Claims Department in accordance with DHCS billing guidelines specific to Community Supports. Billing and payment provisions in Sections II.E and II.F of Attachment A – Part XV "CalAIM Community Supports Services" of this Contract also apply.

II. SERVICES ELIGIBLE FOR REIMBURSEMENT

Category	County	CalOptima/Health Networks
Non-DOT TB Treatment	**Medi-Cal**: PDS will bill CalOptima for covered TB screening and treatment services for both CalOptima Direct and Health Network Members.	**Medi-Cal**: 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 and STD Services (17th Street Testing, Treatment and Care)	**Medi-Cal**: 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. **PACE**: County will bill CalOptima for HIV testing and counseling services, and STD Services provided to PACE Members.	**Medi-Cal and PACE**: CalOptima will pay claims submitted for Medi-Cal and PACE Covered Services provided at 17th Street Testing, Treatment and Care to CalOptima Direct Medi-Cal Members and to PACE Members, respectively. **Medi-Cal**: CalOptima's Health Networks are responsible for Claims for Covered Services provided at 17th Street Testing, Treatment and Care to their Members.
Adult Immunizations	**Medi-Cal**: 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. **PACE**: County will bill CalOptima for Medicare covered adult immunizations provided to CalOptima PACE Members.	**Medi-Cal**: 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. **PACE**: CalOptima will reimburse County for Medicare covered adult immunizations provided to CalOptima PACE Members.

Category	County	CalOptima/Health Networks
Pediatric Preventive Services	**Medi-Cal**: 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.	**Medi-Cal**: 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	**Medi-Cal**: 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. County/JHS -Orangewood shall bill Health Networks or CalOptima Direct for other medically necessary services provided on site at Orangewood.	**Medi-Cal**: 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. CalOptima or the Member's Health Network shall pay claims for medically necessary services to County/JHS - Orangewood at CalOptima fee-for-services rates. 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.

Category	County	CalOptima/Health Networks
Public Health Lab Services	**Medi-Cal**: 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.	**Medi-Cal**: CalOptima or the appropriate Health Network for Health Network Members will reimburse County for Medi-Cal covered lab services provided to CalOptima Members.
WPC/HHP Crossover Services	**Medi-Cal**: County will bill CalOptima for the select HHP services listed below, for services provided on or before December 31, 2021, for CalOptima Direct Members via invoice. 1. Targeted Engagement Services 2. Housing Services 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.	**Medi-Cal**: CalOptima will pay County for invoices submitted for the select HHP services listed below provided to CalOptima Direct Members for dates of service on or before December 31, 2021. 1. Targeted Engagement Services 2. Housing Services
CalAIM Enhanced Care Management (ECM) Services	**Medi-Cal**: County will bill CalOptima for the select CalAIM Program services listed below, for CalOptima Members via invoice. 1. Enhanced Care Management Services for CalOptima Members in the SMI and/or SUD populations inclusive of other related population of focus criteria to be effective January 1, 2022 under CalOptima's CalAIM program such as homelessness and high utilizers.	**Medi-Cal**: CalOptima will pay County for invoices submitted for the select CalAIM Program services listed below provided to CalOptima Members. 1. Enhanced Care Management Services for CalOptima Members in the SMI and/or SUD populations inclusive of other related population of focus criteria to be effective January 1, 2022 under CalOptima's CalAIM program such as homelessness and high utilizers.

Category	County	CalOptima/Health Networks
CalAIM Community Supports Services	**Medi-Cal, Medicare Advantage (OneCare), and Cal MediConnect (OneCare Connect)*:** County will bill CalOptima for the select CalAIM Program services listed below, for CalOptima Members. Effective 10/01/2022 1. Housing Deposits 2. Housing Transition Navigation Services 3. Housing Tenancy and Sustaining Services 4. Recuperative Care (Medical Respite) Effective 7/01/2022 5. Medically Tailored Meals 6. Day Habilitation Programs 7. Short-Term Post-Hospitalization Housing Effective as of the Effective Date of this Amendment.. 8. Community/Nursing Facility Transition to a Home 9. Nursing Facility Transition/Diversion *CalOptima's Cal MediConnect (OneCare Connect) program ended 12/31/2022.	**Medi-Cal, Medicare Advantage (OneCare), and Cal MediConnect (OneCare Connect)*:** CalOptima will pay County for claims submitted for the select CalAIM Program services listed below provided to CalOptima Members. Effective 10/01/2022 1. Housing Deposits 2. Housing Transition Navigation Services 3. Housing Tenancy and Sustaining Services 4. Recuperative Care (Medical Respite) Effective 7/01/2022 5. Medically Tailored Meals 6. Day Habilitation Programs 7. Short-Term Post-Hospitalization Housing Effective as of the Effective Date of this Amendment. 8. Community/Nursing Facility Transition to a Home 9. Nursing Facility Transition/Diversion *CalOptima's Cal MediConnect (OneCare Connect) program ended 12/31/2022.