

AMENDMENT ~~H3~~**TO THE****COORDINATION AND PROVISION OF PUBLIC HEALTH CARE SERVICES
CONTRACT**

THIS AMENDMENT ~~H3~~ shall be effective ~~July~~January 1, ~~2018~~2019 by 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”), 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; ~~and~~ Amendment I1 effective July 1, 2015 to define the respective responsibilities and necessary coordination pertaining to Targeted Case Management; ~~and~~ Amendment 2 effective July 1, 2018 to extend the contract through December 31, 2018.
- B. The purpose of this Amendment 3 is to extend the Contract for five (5) years, and to update contract language to address programmatic and regulatory changes.
- B. C. CalOptima and County now desire to amend the this Contract on the terms and conditions set forth below herein.

NOW, THEREFORE, the parties agree as follows:

1. In Article 1, the definition of “Covered Services” shall be deleted in its entirety and replaced with the following:

“1.15. “Covered Services” means those services provided under the Fee-for-Service Medi-Cal program, as set forth in Article 4, Chapter 3 (beginning with Section 51301), Subdivision 1, Division 3, Title 22, CCR, and Article 4 (beginning with Section 6840), Subchapter 13, Chapter 4, Division 1 of Title 17, CCR, which (i) are included as Covered Services under the State Contract; (ii) are Medically Necessary items and services available to Members under the applicable CalOptima Program, or (iii) are CCS Services (as defined in Title 22, CCR Sections 41515.2-41518.9), which shall be covered for Members, notwithstanding whether such benefits are provided under the Fee-for-Service Medi-Cal Program.”
2. In Article 1, the definition of “Medical Necessity” or “Medically Necessary” shall be deleted in its entirety and replaced with the following:

“1.30. “Medical Necessity” or “Medically Necessary” means reasonable and necessary services to protect life, prevent illness or disability, alleviate severe pain through the diagnosis or treatment of disease, illness or injury, achieve age appropriate growth and development, and attain, maintain, or regain functional capacity per Title 22, CCR Section 51303 (2) and 42 CFR 428.210 (a)(5). When determining the Medical Necessity for a Medi-Cal beneficiary under the age of 21 “Medical Necessity” is expanded to include the standards set forth in the USC Section 1396d(r), and W&I Code Section 14132 (v).”

3. In Article 1, the definition of “Threshold Languages” shall be deleted in its entirety and replaced with the following:

“1.52. “Threshold Languages” means those languages as determined by CalOptima from time to time based upon State requirements per Medi-Cal Managed Care Division (MMCD) Policy Letter 99-03, or any update or revision thereof.”

4. Section 3.22 “No Discrimination (Member)” shall be deleted in its entirety and replaced as follows:

“3.22. No Discrimination (Member). County Associates shall not discriminate against Members because of race, color, national origin, creed, religion language, ancestry, marital status, age, sex, sexual orientation, gender identity, health status, or physical or mental disability, or identification with any other persons or groups defined in Penal Code 422.56, in accordance with Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d (race, color, national origin); Section 504 of the Rehabilitation Act of 1973 (29 USC §794) (nondiscrimination under Federal grants and programs); Title 45 CFR Part 84 (nondiscrimination on the basis of handicap in programs or activities receiving Federal financial assistance); Title 28 CFR Part 36 (nondiscrimination on the basis of disability by public accommodations and in commercial facilities); Title IX of the Education Amendments of 1973 (regarding education programs and activities); Title 45 CFR Part 91 and the Age Discrimination Act of 1975 (nondiscrimination based on age); as well as Government Code Section 11135 (ethnic group identification, religion, age, sex, color, physical or mental handicap); Civil Code Section 51 (all types of arbitrary discrimination); Section 1557 of the Patient Protection and Affordable Care Act, and all rules and regulations promulgated pursuant thereto, and all other laws regarding privacy and confidentiality.

For the purpose of this Contract, if based on any of the foregoing criteria, the following constitute prohibited discriminations: (i) denying any Member any Covered Services or availability of a Provider, (ii) providing to a Member any Covered Service which is different or is provided in a different name or at a different time from that provided to other similarly situated Members under this Contract, except where medically indicated, (iii) subjecting a Member to segregation or separate treatment in any manner related to the receipt of any Covered Service, (iv) restricting a Member in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any Covered Service, (v) treating a Member differently than others similarly situated in determining compliance with admission, enrollment, quota, eligibility, or other requirements or conditions that individuals must meet in order to be provided any Covered Service, or in assigning the times or places for the provision of such services.

County Associates agree to render Covered Services to Members in the same manner, in accordance with the same standards, and within the same time availability as offered to

non-CalOptima patients. County Associates shall take affirmative action to ensure that all Members are provided Covered Services without discrimination, except where medically necessary. For the purposes of this section, physical handicap includes the carrying of a gene which may, under some circumstances, be associated with disability in that person's offspring, but which causes no adverse effects on the carrier. Such genetic handicap shall include, but not be limited to, Tay-Sachs trait, sickle cell trait, thalassemia trait, and X-linked hemophilia.

County shall act upon all complaints alleging discrimination against Members in accordance with CalOptima's Policies. County shall include the nondiscrimination and compliance provisions of this clause in all Subcontracts."

5. Section 5.7.6 "Vaccines" shall be re-numbered as Section 5.8.

6. Section 5.7.7 "Recoupment" shall be deleted and replaced as follows:

"5.9. Overpayments and CalOptima Right to Recover. Provider has an obligation to report any overpayment identified by Provider, and to repay such overpayment to CalOptima within sixty (60) days of such identification by Provider, or of receipt of notice of an overpayment identified by CalOptima. Provider acknowledges and agrees that, in the event that CalOptima determines that an amount has been overpaid or paid in duplicate, or that funds were paid which were not due under this Contract to Provider, CalOptima shall have the right to recover such amounts from Provider by recoupment or offset from current or future amounts due from CalOptima to Provider, after giving Provider notice and an opportunity to return/pay such amounts. This right to recoupment or offset shall extend to any amounts due from Provider to CalOptima, including, but not limited to, amounts due because of:

- 5.9.1 Payments made under this Contract that are subsequently determined to have been paid at a rate that exceeds the payment required under this Contract.
- 5.9.2 Payments made for services provided to a Member that is subsequently determined to have not been eligible on the date of service.
- 5.9.3 Unpaid Conlon reimbursements owed by Provider to a Member.
- 5.9.4 Payments made for services provided by a Provider that has entered into a private contract with a Medicare beneficiary for Covered Services."

7. Section 7.1 "Access to and Audit of Contract Records" shall be deleted in its entirety and replaced as follows:

"7.1. Access to and Audit of Contract Records. For the purpose of review of items and services furnished under the terms of this Contract and duplication of any books and records, County Associates shall allow CalOptima, its regulators and/or their duly authorized agents and representatives access to said books and records, including medical records, contracts, documents, electronic systems for the purpose of direct physical examination of the records by CalOptima or its regulators and/or their duly authorized agents and representatives at the County's premises. County Associates shall be given advance notice of such visit in accordance with CalOptima Policies. Such access shall include the right to directly observe all aspects of County Associate's operations and to inspect, audit and reproduce all records and materials and to verify Claims and reports required according to the provisions of this Contract. County Associates shall maintain records in chronological sequence and in an immediately retrievable form in accordance

with the laws and regulations applicable to such record keeping. County Associates shall also comply with any other audit and access requirements set forth in this Contract, as applicable. If DHCS, CMS or the DHHS Inspector General determines there is a reasonable possibility of fraud or similar risk, DHCS, CMS, or the DHHS Inspector General may inspect, evaluate, and audit County Associates at any time. Upon resolution of a full investigation of fraud, DHCS reserves the right to suspend or terminate County Associates from participation in the Medi-Cal program; seek recovery of payments made to County Associates; impose other sanctions provided under the State Plan, and County Associate's contract may be terminated due to fraud."

8. The first paragraph of Section 7.2 "Access to Books and Records" shall be deleted in its entirety and replaced as follows:

"7.2. Access to Books and Records. County Associates agree to make all of its books and records pertaining to the goods and services furnished under the terms of Contract, available for inspection, examination and copying by the Government Agencies, Department of Justice (DOJ), Bureau of Medi-Cal Fraud, Comptroller General and any other entity statutorily entitled to have oversight responsibilities of the COHS program at all reasonable times at the County Associate's place of business or such other mutually agreeable location in California, in a form maintained in accordance with general standards applicable to such book or record keeping, for a term of at least ten (10) years from the final date of the contract between CalOptima and DHCS or from the date of completion of any audit, whichever is later, and including, if applicable, all Medi-Cal 35 file paid claims data for a period of at least ten (10) years from the date of expiration or termination of Subcontracts. County shall provide access to all security areas and shall provide and require Subcontractors to provide reasonable facilities, cooperation and assistance to State representatives in the performance of their duties."

9. The first paragraph of Section 7.5 "Records Retention" shall be deleted in its entirety and replaced as follows:

"7.5. Records Retention. County Associates shall maintain and retain all Records of all items and services provided Members for ten (10) years from final date of the contract between CalOptima and DHCS or from the date of completion of any audit, whichever is later, unless a longer period is required by law. Records involving matters which are the subject of litigation shall be retained for a period of not less than ten (10) years following the termination of litigation. County Associates' books and Records shall be maintained within, or be otherwise accessible within the State of California and pursuant to Section 1381(b) of the Health and Safety Code. Such Records shall be maintained and retained on County's State licensed premises for such period as may be required by applicable laws and regulations related to the particular Records. Such Records shall be maintained in chronological sequence and in an immediately retrievable form that allows CalOptima, and/or representatives of any regulatory or law enforcement agencies, immediate and direct access and inspection of all such Records at the time of any onsite audit or review."

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

"8.1- Term. The term of this Contract shall be from June 1, 20132003 through December 31, 20182023."

2. CONTRACT REMAINS IN FULL FORCE AND EFFECT Except as specifically amended _____ by this Amendment II, all other conditions contained in the Contract as previously amended shall continue in full force and effect.

11. The following sentence shall be added to the end of Section 8.6 “Modifications or Terminations to Comply with Law”:

“Both parties shall comply with the new requirements within thirty (30) days of the effective date, unless otherwise instructed by DHCS and to the extent possible.”

12. Part II “Pulmonary Disease Services” of Attachment A, shall be deleted in its entirety and replaced with the revised Part II “Pulmonary Disease Services” of Attachment A, as attached hereto.

13. Part V “Coordination of Child Health and Disability Prevention (CHDP) Activities in Orange County” of Attachment A, shall be deleted in its entirety and replaced with the revised Part V “Coordination of Child Health and Disability Prevention (CHDP) Activities in Orange County” of Attachment A, as attached hereto.

14. Attachment B “Compensation” shall be deleted in its entirety and replaced with the attached Attachment B.

IN WITNESS WHEREOF, the parties have executed this Amendment **H-3**:

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

By: _____

By: _____

Dated: _____ : _____

PART II of Attachment A
Pulmonary Disease Services

Pulmonary Disease Services (PDS) is a County Public Health Services program charged with the reporting, monitoring and control of tuberculosis (TB) in Orange County. Mandated responsibilities are included in Title 17, Section 2500, et seq., of the California Code of Regulations and Section 120100, et seq. of the California Health and Safety Code. PDS performs targeted TB screening services and treatment for latent TB infection to Orange County residents who are at highest risk for progression from TB infection to active TB disease; clinical services for evaluation and treatment of individuals with active or suspected active TB disease; contact investigations; Directly Observed Therapy (DOT); Public Health Nurse TB case management services; professional and community TB education; and epidemiology and surveillance activities.

County and CalOptima Responsibilities

| CATEGORY | County/PDS | CalOptima/Health Networks |
|---|---|---|
| <u>Administration</u> | <p>County PDS shall administer the Tuberculosis (TB) Control Program consistent with current Centers for Disease Control and Prevention (CDC) and California Department of Public Health (CDPH) recommendations for effective TB control practice.</p> | <p>CalOptima will assure that appropriate tuberculosis treatment, control and prevention services are provided to CalOptima Members in accordance with the most recent guidelines recommended by the Centers for Disease Control and Prevention (CDC), the American Thoracic Society (ATS), and the Infectious Diseases Society of America (IDSA).</p> |
| <u>Education and Outreach</u> | <p>Provide education and training to CalOptima staff, Health Networks and providers regarding TB control and treatment, including the County's universal Directly Observed Therapy (DOT) policy, as well as legal mandates for TB reporting.</p> <p>Work with CalOptima in providing technical assistance, training and language specific resources to CalOptima health care providers to ensure appropriate evaluation and treatment of contacts, appropriate treatment for active or suspected active TB cases, and cultural competency to effectively serve TB patients.</p> | <p>Participate with PDS in providing education and training to CalOptima staff, Health Networks and providers regarding TB control and treatment, including the County's universal Directly Observed Therapy (DOT) policy, as well as legal mandates for TB reporting.</p> <p>Work with PDS in providing technical assistance, training and language specific resources to CalOptima health care providers to ensure appropriate evaluation and treatment of contacts, appropriate treatment for active or suspected active TB cases, and cultural competency to effectively serve TB patients.</p> |
| <u>Tuberculosis Screening Services</u> | <p>PDS will provide TB Screening Services (TB testing, chest x-rays, symptom check, and physician evaluation) to</p> | <p>Responsible for assuring the delivery of health care services (including TB screening and</p> |

| <u>CATEGORY</u> | <u>County/PDS</u> | <u>CalOptima/Health Networks</u> |
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| | <p><u>CalOptima Members when appropriate.</u></p> <p><u>PDS will offer treatment for latent TB infection to CalOptima Members who meet the PDS selection criteria as delineated in the <i>Tuberculosis Screening Services</i> document released by County annually.</u></p> <p><u>PDS will provide CalOptima Members with written documentation of TB screening results and treatment for latent TB infection upon request.</u></p> | <p><u>treatment for latent TB infection, if necessary) for CalOptima Members.</u></p> |
| <u>Reporting active or suspected active TB cases</u> | <p><u>Inform CalOptima staff, Health Networks and CalOptima health care providers of legal mandates and procedures for TB reporting.</u></p> | <p><u>CalOptima health care providers will report active or suspected active TB cases to PDS per State regulations (California Code of Regulations Title 17, Section 2500, and Health and Safety Code Section 121362).</u></p> |
| <u>TB Case Management of active or suspected active TB cases</u> | <p><u>Ensure that each active or suspected active TB case is assigned a PDS case manager to coordinate TB follow-up: (1) each active or suspected active TB patient is educated about TB and its treatment; (2) contacts to the TB patient are examined; and (3) the TB patient completes an appropriate course of therapy.</u></p> <p><u>When case managing a CalOptima Member, the PDS case manager will notify the CalOptima designated case manager of coordination and oversight of TB care for the CalOptima Member, and will update the CalOptima designated case manager if the assigned PDS case manager changes.</u></p> <p><u>The PDS Case Manager will review with the CalOptima designated case manager the need for hospital admission of CalOptima Members, including (1) airborne isolation; and (2) medical need versus public health need.</u></p> <p><u>PDS case manager will provide updates as needed to CalOptima providers on Members receiving active TB treatment in the PDS TB Clinic. PDS case manager</u></p> | <p><u>CalOptima will have a case management system available to address coordination or operational issues identified in the TB care of CalOptima Members.</u></p> <p><u>The CalOptima designated case manager will provide CalOptima Health Networks with the name of the assigned PDS case manager responsible for coordination and oversight of TB care for the CalOptima Member, and will notify the Health Network if the assigned PDS case manager changes.</u></p> <p><u>For CalOptima Members under their care, the CalOptima health care provider will: (1) ensure that each TB patient adheres to treatment and follow-up medical appointments; (2) assess patient for potential barriers to compliance with treatment; (3) collaborate with PDS to identify and address barriers to compliance with treatment; (4) report to the PDS case manager when</u></p> |

| <u>CATEGORY</u> | <u>County/PDS</u> | <u>CalOptima/Health Networks</u> |
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| | <p><u>will respond to information/ update requests from CalOptima providers in a timely manner.</u></p> <p><u>County contracted inpatient facility will communicate with CalOptima Health Networks and health care providers as requested.</u></p> <p><u>Locate patients lost to follow-up and ensure continuity of care.</u></p> <p><u>Upon request, ensure that TB patients who lose Medi-Cal eligibility before completing treatment have a medical provider or receive TB care from PDS.</u></p> | <p><u>noncompliance is suspected or confirmed; (5) notify Health Network case management of Member receiving treatment for active TB; (6) report to PDS case manager when patient ceases treatment for TB disease including when patient fails to keep an appointment, relocates without transferring care or discontinues care. (Health and Safety Code Section 121362); and (7) respond to information/update requests from PDS case manager in a timely manner.</u></p> <p><u>Facilitate referral to County/PDS upon request by CalOptima providers, Health Networks or Members for Members who lose Medi-Cal eligibility so that they can complete TB treatment services.</u></p> |
| Contact Investigation | <p><u>Initiate and conduct contact investigation upon identification or notification from CalOptima health care provider of an active or suspected active TB case.</u></p> <p><u>Evaluate and treat, if necessary, household and non-household contacts referred to PDS for examination.</u></p> | <p><u>For CalOptima Members under their care, the CalOptima health care provider will examine, or cause to be examined, all household and non-household contacts, or refer them to PDS for examination. When requested by the PDS case manager, a health care provider shall report the results of any examination related to TB of a contact. (Health and Safety Code Section 121363)</u></p> <p><u>Evaluate and treat, if necessary, household and non-household contacts of CalOptima Members not referred to PDS in accordance with current CDC guidelines.</u></p> |

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| <p><u>Treatment for Active TB</u></p> | <p><u>Review initial disease notification report and ensure that follow-up and treatment are in accordance current CDC, ATS, and IDSA standards.</u></p> <p><u>Provide clinical consultation for active or suspected active TB cases, including treatment and medical management recommendations for patients with multidrug- resistant (MDR) or extensively drug-resistant (XDR) TB.</u></p> <p><u>Evaluate and treat, if necessary, active or suspected active TB cases presenting to or referred to PDS for examination.</u></p> | <p><u>Responsible for assuring the delivery of health care services for CalOptima Members, as described in contractual requirements and in accordance current CDC, ATS, and IDSA standards.</u></p> <p><u>CalOptima health care providers will request PDS clinical consultation, as needed, for active or suspected active TB cases, including treatment and medical management recommendations for patients with multidrug- resistant (MDR) or extensively drug-resistant (XDR) TB.</u></p> <p><u>CalOptima health care providers will utilize laboratories that conform to all provisions of California Code of Regulations Title 17, Section 2505 and CDC and ATS guidelines.</u></p> <p><u>The CalOptima health care provider is responsible for coordinating with PDS case manager regarding patient TB progress for CalOptima Members under their care.</u></p> <p><u>Updated treatment plans will be submitted to the PDS case manager at least monthly or more frequently, as determined by the County of Orange TB Controller, until treatment is completed. Subsequent reports will provide updated clinical status and laboratory results, assessment of treatment adherence, name of current care provider if the patient transfers care, and any other information required by PDS. Each health care provider who treats a person with active TB disease will maintain written documentation of each patient's adherence to his or her individual treatment plan. (Health and Safety Code 121362)</u></p> |
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| <u>CATEGORY</u> | <u>County/PDS</u> | <u>CalOptima/Health Networks</u> |
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| | <p><u>Review requests for facility discharge, release, or transfer and written treatment plan for CalOptima Members within 24 hours of receipt of that plan.</u></p> <p><u>For CalOptima Health Network Members, PDS Hospital Liaison will contact Health Network case management with decision. For CalOptima Direct Members, PDS Hospital Liaison will contact CalOptima case management.</u></p> | <p><u>The CalOptima health care provider will report to the PDS case manager when a patient does not respond to treatment, such as persistently Acid-Fast Bacilli smear positive or failure to demonstrate radiographic or clinical improvement; and report to PDS case manager any adverse reactions to medications and changes in medication orders.</u></p> <p><u>A facility discharge, release, or transfer report will include all pertinent and updated information required by PDS not previously reported on any initial or subsequent report, and will specifically include a verified patient address, the name of the medical provider who has specifically agreed to provide medical care, clinical information used to assess the current infectious state, and any other information required PDS. (Health and Safety Code 121362 and 121361)</u></p> |
| <u>Directly Observed Therapy (DOT)</u> | <u>Provide Directly Observed Therapy (DOT) to all active or suspected active TB cases. Provide Directly Observed Preventive Therapy (DOPT) for the treatment of latent TB infection for children less than 5 years of age and others as recommended by TB Controller.</u> | <u>The CalOptima health care provider and case manager serve as the point-of-contact with PDS case manager regarding patient Directly Observed Therapy and Directly Observed Preventive Therapy for CalOptima Members under their care.</u> |
| <u>Quality Assurance</u> | <p><u>Monitor and enforce CalOptima health care provider adherence to mandated TB reporting requirements. Identify delayed, non-submitted or inadequate TB reports and inform CalOptima to assist in taking corrective action.</u></p> <p><u>Ensure TB treatment and follow-up meets or exceeds established standards of care. Inform CalOptima of any quality of care issues.</u></p> | <u>CalOptima will follow-up and assist PDS in taking corrective action on any of the following PDS notifications: (1) delayed, non-submitted or inadequate TB reports; (2) quality of care issues; (3) delayed or deferred contact investigations; and (4) TB mandate violations.</u> |

PART V of Attachment A
Coordination of Child Health and Disability Prevention (CHDP) Activities in Orange
County

State and Federal regulations mandate County/CHDP Program to coordinate CHDP/Early and Periodic Screening, Diagnosis and Treatment (EPSDT) activities at the local level. Activities related to the Medi-Cal population include: informing the population about CHDP services; assisting the population to gain and maintain access to preventive and curative health services; developing and implementing on-going strategies to outreach the eligible population; recruiting, training, certifying, assisting, and monitoring a network of community medical practitioners providing CHDP services; providing care coordination as appropriate; and assessing compliance with CHDP/EPSDT requirements.

County and CalOptima Responsibilities

| <u>CATEGORY</u> | <u>County/CHDP</u> | <u>CalOptima/Health Networks</u> |
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| <u>Administration</u> | <p>Coordinate CHDP/EPSDT activities at the local level. Activities include:</p> <ul style="list-style-type: none"> ● <u>Informing Medi-Cal eligible individuals about CHDP services;</u> ● <u>Assisting Medi-Cal eligible individuals to gain and maintain access to preventive and curative health services;</u> ● <u>Developing and implementing on-going strategies to outreach to the eligible population;</u> ● <u>Recruiting, training, certifying, assisting, and monitoring a network of community medical practitioners providing CHDP services;</u> ● <u>Providing care coordination and case management as appropriate; and</u> ● <u>Assessing compliance with CHDP/EPSDT requirements.</u> | <p>Responsible for assuring the delivery of health care services for CalOptima members as described in DHCS contract requirements including the provision of pediatric preventive services in accordance with the most recent recommendations of the American Academy of Pediatrics (AAP) Guidelines and the Guide to Clinical Prevention Services: Report of US Preventive Services Task Force.</p> |

| CATEGORY | County/CHDP | CalOptima/Health Networks |
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| <p><u>Client Outreach</u></p> <p><u>NOTE: Clients are individuals who may be eligible to receive or are receiving Medi-Cal benefits.</u></p> | <p><u>Provide outreach services about CHDP to potential CHDP beneficiaries, including clients ages birth through twenty-one (21) years old.</u></p> <p><u>Provide CHDP "basic informing" to a Medi-Cal eligible individual at the time of his or her eligibility determination as outlined in the Interagency Agreement between County/CHDP and the County of Orange Social Services Agency (SSA).</u></p> <p><u>Inform CalOptima providers of other programs and other funding sources of care for those individuals who lose Medi-Cal eligibility and are age birth through nineteen (19) years.</u></p> | <p><u>Notify members upon enrollment and annually thereafter of the availability of pediatric preventive services. Refer to CalOptima Policy GG.1116: Pediatric Preventive Services for full notification requirements.</u></p> <p><u>At each non-emergency primary care encounter with a member who is under twenty-one (21) years of age, a CalOptima provider shall advise the member or the member's parent/guardian of the availability of pediatric preventive services. Refer to CalOptima Policy GG.1116: Pediatric Preventive Services for full notification requirements.</u></p> <p><u>CalOptima shall send information on well child visits and immunizations to families of newborns and at six months of age.</u></p> <p><u>CalOptima shall send reminder postcards to members who are ages one (1) to twenty (20) years of age for upcoming health assessments according to the AAP periodicity schedule.</u></p> |

| <u>CATEGORY</u> | <u>County/CHDP</u> | <u>CalOptima/Health Networks</u> |
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| <u>Provider Network</u> | | |
| <u>Recruitment</u> | <u>Collaborate with CalOptima in recruiting CHDP providers.</u> | <u>Encourage all CalOptima primary care physicians (i.e. pediatricians, family/general practitioners, OB/GYNS, and internists who see patients under twenty-one (21) years of age) to become CHDP-certified providers through provider relations and provider bulletins.</u> |
| <u>Application</u> | <u>Mail CHDP application packet to all providers who request an application.</u> <u>Receive completed applications from CalOptima providers.</u> | |
| <u>Facility and Medical Record Review</u> | <u>Accept copy of facility review conducted within the past 12 months by CalOptima and/or a confirmatory letter. A modified review consisting of Critical Elements (CEs) will be completed by CHDP Program to assure minimum standard is maintained. Additional full-scope (consist of facility and medical record review) reviews may be performed for a variety of reasons. Refer to CHDP Local Program Guidance Manual.</u> | <u>CalOptima shall conduct facility site reviews for network providers on a triennial basis.</u> <u>Ensure timely provision and documentation of site reviews.</u> |
| <u>Certification</u> | <u>Approve or deny CHDP applications and notify a provider and CalOptima of such provider's status, including effective date.</u> | <u>Maintain database of CalOptima CHDP-certified providers and share information including flagged provider files with Health Networks on a weekly basis.</u> <u>Distribute State and local CHDP Provider Information Notices electronically to Health Networks and ask the Health Networks to distribute to non-certified providers.</u> |
| <u>Education</u> | <u>Maintain a CHDP Provider Resource Directory that identifies CalOptima CHDP-certified providers.</u> <u>Distribute all State and local CHDP Provider Information Notices directly to CalOptima in an electronic format.</u> <u>Provide consultation to CalOptima regarding CHDP/EPSDT policies and guidelines including ongoing policy and program updates.</u> | |

| CATEGORY | County/CHDP | CalOptima/Health Networks |
|--|---|---|
| <u>Health Education</u> | <p><u>Collaborate with CalOptima in providing CalOptima providers and Health Networks with health education materials that support all components of the CHDP health assessment (i.e., brochures, videos, training on a variety of topics such as nutrition, injury prevention, violence prevention, lead screening, and anti-tobacco information).</u></p> <p><u>Provide CHDP health education materials directly to CHDP-certified providers as available and camera-ready copies to CalOptima, CalOptima affiliated Health Networks, and non-CHDP-certified providers.</u></p> <p><u>Collaborate with CalOptima staff on health education projects related to prevention activities that target children and teens at the community and individual client/member service delivery levels.</u></p> <p><u>Collaborate with CalOptima in making available health education materials that are linguistically specific and culturally sensitive for the population of Orange County.</u></p> | <p><u>Collaborate with County/CHDP staff on health education projects related to prevention activities that target children and teens at the community and individual member service delivery levels.</u></p> <p><u>Collaborate with County/CHDP in making available health education materials that are linguistically specific and culturally sensitive for the population of Orange County.</u></p> <p><u>CalOptima shall provide non-CHDP-certified providers with health education materials that support all of the components of the CHDP health assessment.</u></p> |
| <u>Appointment Scheduling and Transportation Assistance</u> | <p><u>Upon request, provide Medi-Cal beneficiaries with detailed CHDP information via telephone or mail including information about CHDP medical and dental appointment scheduling and transportation assistance.</u></p> <p><u>Provide intensive informing, referral for medical and dental services, and documentation to persons referred by PM 357 forms from SSA.</u></p> <p><u>Upon request for scheduling assistance, County/CHDP staff, in consultation with the Medi-Cal beneficiary, shall make the health assessment appointment with a CHDP certified medical practitioner. If the child belongs to a CalOptima Health Network, County/CHDP shall contact the PCP selected by the member or assigned by the Health Network. If the CalOptima Health Network is unknown, County/CHDP shall contact CalOptima member services to determine the PCP information.</u></p> | <p><u>Upon request, refer CalOptima members and providers to County/CHDP for detailed information about CHDP services.</u></p> <p><u>Ensure providers are scheduling appointments for pediatric prevention services and assisting members in scheduling in accordance with CalOptima Policy GG.1110: Primary Care Physician Definition, Role, and Responsibilities.</u></p> <p><u>Share the CalOptima Health Network Listing and Provider Directory with County/CHDP including all updates as available.</u></p> |

| CATEGORY | County/CHDP | CalOptima/Health Networks |
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| <u>Care Coordination</u> | <p><u>Serve as a resource for CalOptima members and providers, including linking members/providers with services outside of CalOptima such as:</u></p> <ul style="list-style-type: none"> • Vaccines for Children (VFC) program; • California Children's Services (CCS) Medical Therapy Program; • Supplemental Nutrition Program for Women, Infants and Children (WIC); • Head Start; • Regional Center of Orange County; • Mental Health Services; and • Dental Care. <p><u>Inform CalOptima providers of CHDP resources available to members who are no longer eligible for Medi-Cal benefits, including the toll free County/Health Referral telephone number for access to medical and non-medical health resources.</u></p> <p><u>Inform CalOptima/CHDP providers of funding mechanisms for providers choosing to see non-Medi-Cal CHDP income eligible clients such as State CHDP "fee-for-service". Encourage providers to participate and maintain a directory of participating providers.</u></p> <p><u>Upon request, advise CalOptima members who lose Medi-Cal eligibility and have no medical provider about CHDP (non-Medi-Cal income eligible) services available to them.</u></p> <p><u>Assist in identifying and tracking high-risk hard to reach clients such as clients lost to providers, members who lose eligibility and benefits but still require treatment, and members with serious problems that do not maintain a treatment plan.</u></p> | <p><u>In accordance with CalOptima Policy GG.1110: Primary Care Provider Definition, Role, and Responsibilities, require providers to be responsible for: primary care, case management and coordination of medical referrals including, but not limited to:</u></p> <ul style="list-style-type: none"> • California Children's Services (CCS) Medical Therapy Program (MTP); • Supplemental Nutrition Program for Women, Infants and Children (WIC); • Head Start; • Regional Center of Orange County; • Mental Health Services; • Dental Care; • Continuity of care; and • Follow-up on missed appointments. <p><u>Facilitate referral to County/CHDP upon request by CalOptima members who lose Medi-Cal eligibility, so that they can be made aware of non-Medi-Cal CHDP services available to them.</u></p> |

| CATEGORY | County/CHDP | CalOptima/Health Networks |
|---|--|---|
| <u>Data Collection</u> | <p><u>For dates of service beginning July 1, 2018, receive electronically CalOptima CHDP encounter data in a form and content that is mutually agreed upon by County/CHDP and CalOptima.</u></p> | <p><u>For dates of service beginning July 1, 2018, all CalOptima and Health Network providers shall bill CalOptima or the appropriate Health Network for Health Network Members, for CHDP services on the CMS-1500 or UB-04 claim form as appropriate, or electronic equivalent.</u></p> <p><u>Provide County/CHDP staff with all CalOptima and Health Network CHDP encounter data captured on the CMS-1500 or UB-04, electronically on a monthly basis in a form and content that is mutually agreed upon by County/CHDP and CalOptima..</u></p> |
| <u>Quality Assurance</u> | <p><u>Re-certify and conduct facility reviews of CHDP providers every three years to assess provider compliance with CHDP/EPSDT requirements, including provider credentialing and patient/member chart review. Share results with CalOptima as appropriate. Accept copy of facility review or confirmatory letter from CalOptima in lieu of conducting a review and perform a modified review consisting of Critical Elements (CEs) only. Additional onsite reviews may be performed for a variety of reasons. Refer to CHDP Local Program Guidance Manual.</u></p> <p><u>Notify CalOptima of problems identified at the facility review and assist CalOptima where appropriate with corrective action plan.</u></p> <p><u>Notify the CalOptima provider credentialing subcommittee of CHDP provider de-certifications.</u></p> | <p><u>CalOptima shall triennially review all provider offices to ensure that providers are in compliance with CHDP guidelines.</u></p> <p><u>Develop and implement a corrective action plan when requirements are not met.</u></p> <p><u>CalOptima will inform Health Network staff regarding CHDP/EPSDT guidelines at regularly-scheduled UM/CM Roundtables as appropriate.</u></p> |
| <u>Annual Review and Signage</u> | <p><u>County and CalOptima staff will review this CHDP attachment (Attachment A – Part V to County Contract) annually and all parties will sign a statement indicating that the review has taken place.</u></p> | <p><u>County and CalOptima staff will review this CHDP attachment (Attachment A – Part V to County Contract) annually and all parties will sign a statement indicating that the review has taken place.</u></p> |

ATTACHMENT B – AMENDMENT 3**ATTACHMENT B**
I. COMPENSATION

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.**

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 payment codes and modifiers for Med-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.**

3. 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 |
|--|---|--|
| <u>Non-DOT TB Treatment</u> | <u>PDS will bill CalOptima for covered TB screening and treatment services for both CalOptima Direct and Health Network members.</u> | <u>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.</u> |
| <u>HIV Services (17th Street Care)</u> | <u>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.</u> | <u>CalOptima will pay claims submitted for Covered Services provided at 17th Street Care to CalOptima Direct Members.</u> <u>CalOptima's Health Networks are responsible for Claims for Covered Services provided at 17th Street Care to their Members.</u> |
| <u>Adult Immunizations</u> | <u>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.</u> <u>For Members 18 to 21 years of age, County will bill CalOptima on a CMS-1500, UB-04 claim form, or electronic equivalent.</u> | <u>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.</u> |
| <u>Pediatric Preventive Services</u> | <u>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.</u> <u>For vaccines supplied free through the Vaccine For Children (VFC) Program, County will bill for vaccine administration costs only.</u> <u>Sick care (i.e. non-CHDP/PPS services) will be provided to CalOptima Direct patients only.</u> <u>County Children's Clinic will bill CalOptima for covered medical services provided to CalOptima Direct Members.</u> | <u>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.</u> <u>CalOptima will reimburse providers for the administration fee only for vaccine supplied free through the Vaccine For Children (VFC) Program.</u> <u>CalOptima will pay County for covered non-PPS medical services provided to CalOptima Direct Members.</u> |
| <u>Services provided at Orangewood</u> | <u>County/JHS - Orangewood shall bill CalOptima or the appropriate Health Network for Health Network Members.</u> | <u>CalOptima or the appropriate Health Network for Health Network Members, will pay for</u> |

| CATEGORY | County | CalOptima/Health Networks |
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| | <p><u>using the CMS-1500, UB-04 claim form, or electronic equivalent for Pediatric Preventive Services (CHDP health assessments) provided to CalOptima members.</u></p> <p><u>County/JHS -Orangewood shall bill Health Networks or CalOptima Direct for other medically necessary services provided on site at Orangewood.</u></p> | <p><u>Pediatric Preventive Services (PPS) billed on a CMS-1500, UB-04 claim form, or electronic equivalent for CalOptima members at Orangewood.</u></p> <p><u>CalOptima or the member's Health Network shall pay claims for medically necessary services to County/JHS - Orangewood at CalOptima fee-for-services rates.</u></p> <p><u>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.</u></p> |
| <u>Public Health Lab Services</u> | <u>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.</u> | <u>CalOptima or the appropriate Health Network for Health Network Members will reimburse County for Medi-Cal covered lab services provided to CalOptima members.</u> |