

**AMENDMENT 5
TO THE
COORDINATION AND PROVISION OF PUBLIC HEALTH CARE SERVICES
CONTRACT**

THIS AMENDMENT 5 TO THE COORDINATION AND PROVISION OF PUBLIC HEALTH CARE SERVICES CONTRACT (“Amendment 5”) is effective as of July 1, 2019, by and between 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.
- B. County, as Lead Entity, and the California Department of Health Care Services (“DHCS”) entered into a contract for the Whole Person Care Pilot Program (“WPC Pilot Program”), Contract No. 16-14184-OR-30, (“County/DHCS Contract”), which includes the provision of recuperative care services. Recuperative care services permits the provision of medically justified recuperative care bed days up to a maximum of 90 days. CalOptima Members have circumstances, such as those Members who are certified for hospice care or who needing intravenous (IV) chemotherapy but do not qualify for skilled nursing care, that may require them to stay beyond ninety (90) days. These CalOptima Members may benefit from medical respite beyond the ninety (90) day period of recuperative care services.
- C. CalOptima has agreed to establish a Post WPC Medical Respite Program (“Medical Respite Program”) for CalOptima Members who need extended medical care beyond the ninety (90) day period of recuperative care services in order to achieve and maintain medical stability through extended transitional care and case management.
- D. County wishes to administer CalOptima’s Medical Respite Program for CalOptima Members.
- E. CalOptima wishes to reimburse the County for Medical Respite Program services as specified in this Amendment.
- F. CalOptima also wishes to update contract language to comply with DHCS subcontracting requirements.
- G. CalOptima and County desire to amend this Contract on the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

- 1. Section 1.40, “Participation Status” shall be deleted in its entirety and replaced with the following:
 - “1.40. “Participation Status” means whether or not a person or entity is or has been suspended, precluded, or excluded from participation in Federal and/or State health care programs

and/or has a felony conviction (if applicable) as specified in CalOptima's Compliance Program and CalOptima Policies.”

2. Section 1.55 shall added to the Contract as follows:

“1.55. CalOptima's Regulators” means those government agencies that regulate and oversee CalOptima's and its first tier downstream and/or related entity’s (“FDR’s”) activities and obligations under this Contract including, without limitation, the Department of Health and Human Services Inspector General, the Centers for Medicare and Medicaid Services, the California Department of Health Care Services, and the California Department of Managed Health Care, the Comptroller General and other government agencies that have authority to set standards and oversee the performance of the parties to this Contract.”

3. Section 1.56 shall be added to the Contract:

“1.56. “Preclusion List” means the CMS-compiled list of providers and prescribers who are precluded from receiving payment for Medicare Advantage (MA) items and services or Part D drugs furnished or prescribed to Medicare beneficiaries.”

4. Section 3.1.4 shall be deleted in its entirety and replaced as follows:

“3.1.4. In accordance with section 3.22 of this Contract, County Associates shall furnish LHA Services to Members under this Contract in the same manner as those services are provided to other patients and may not impose any limitations on the acceptance of Members for care or treatment that are not imposed on other patients.”

5. Section 3.16 “Cultural and Linguistic Services” shall be deleted in its entirety and replaced as follows:

“3.16. Linguistic and Cultural Sensitivity Services.

County shall comply with CalOptima Policies including, without limitation, the requirements set forth herein related to linguistic and cultural sensitivity. CalOptima will provide cultural competency, sensitivity, or diversity training. County shall address the special health needs of Members who are members of specific ethnic and cultural populations, such as, but not limited to, Vietnamese and Hispanic persons. County shall in its policies, administration, and services practice the values of (i) honoring the Members' beliefs, traditions and customs; (ii) recognizing individual differences within a culture; (iii) creating an open, supportive and responsive organization in which differences are valued, respected and managed; and (iv) through cultural diversity training, fostering in staff attitudes and interpersonal communication styles which respect Members' cultural backgrounds. County shall fully cooperate with CalOptima in the provision of cultural and linguistic services provided by CalOptima for Members receiving services from County.

Pursuant to CalOptima Policies, County shall provide translation of written materials in the Threshold Languages and Concentration Languages, as identified by CalOptima. Written materials to be translated include, but are not limited to, signage, the Member Services Guide, Member information, Explanation of Coverage, Member forms, notices and welcome packages, as well as form letters, including notice of action letters and grievance acknowledgement and resolution letters, as applicable to services provided under this Contract. County shall ensure that all written Member information is provided to

Members at not greater than sixth grade reading level or as determined appropriate through the CalOptima’s group needs assessment, approved by DHCS, and communicated in writing to County. The written Member information shall ensure Members’ understanding of the health plan Covered Services and processes, and ensure the Member’s ability to make informed health decisions. If a Member requests materials in a language not meeting the numeric thresholds, County shall provide oral translation of the written materials utilizing bilingual staff or a telephonic interpreter service. County shall also make materials available to Members in alternate formats (e.g. Braille, audio, large print) upon request of the Member. County shall be responsible for ensuring the quality of translated materials.

Provider shall comply with language assistance standards developed pursuant to Health & Safety Code Section 1367.04.”

6. Section 3.23 “Reporting Obligations” shall be deleted in its entirety and replaced as follows”

“3.23. Reporting Obligations. In addition to any other reporting obligations under this Contract, County shall, upon reasonable request, submit such reports and data required by CalOptima, including, without limitations, to comply with the requests from Government Agencies to CalOptima.”

7. Section 3.24 “Subcontract Requirements” shall be deleted in its entirety and replaced as follows:

“3.24 Subcontract Requirements. If permitted by the terms of this Contract, County may subcontract for certain functions covered by this Contract, subject to the requirements of this Contract. Subcontracts shall not terminate the legal liability of County under this Contract. County must ensure that all Subcontracts are in writing and include any and all provisions required by this Contract or applicable Government Programs to be incorporated into Subcontracts. County shall make all Subcontracts available to CalOptima or its regulators upon request. County is required to inform CalOptima of the name and business addresses of all Subcontractors.

3.24.1 County shall ensure that all Subcontracts are in writing and require that the County and its Subcontractors:

3.24.1.1 Make all premises, facilities, equipment, applicable books, records, contracts, computer, or other electronic systems related to this Contract, available at all reasonable times for audit, inspection, examination, or copying by CalOptima, DHCS, CalOptima’s Regulators, and/or DOJ, or their designees.

3.24.1.2 Retain such books and all records and documents for a term minimum of at least ten (10) years from the final date of the State Contract period or from the date of completion of any audit, whichever is later.

3.24.2 County shall require all Subcontracts that relate to the provision of Medi-Cal Covered Services to Members pursuant to the Contract include the following:

3.24.2.1 Services to be provided by the Subcontractor, term of the Subcontract (beginning and ending dates), methods of extension, renegotiation,

termination, and full disclosure of the method and amount of compensation or other consideration to be received by the Subcontractor.

- 3.24.2.2 Subcontract or its amendments are subject to DHCS approval as provided in the State Contract, and the Subcontract shall be governed by and construed in accordance with all laws and applicable regulations governing the State Contract.
- 3.24.2.3 If allowed, an agreement that the assignment or delegation of the Subcontract will be void unless prior written approval is obtained from County.
- 3.24.2.4 An agreement to submit provider data, encounter data, and reports related to the Subcontract in accordance with Sections 3.23 and 7.9 of the Contract, and to gather, preserve, and provide any records in the Subcontractor's possession in accordance with Section 7.11 and 7.11.3 of this Contract.
- 3.24.2.5 An agreement to make all premises, facilities, equipment, books, records, contracts, computer, and other electronic systems of the Subcontractor pertaining to the goods and services furnished by Subcontractor under the Subcontract, available for purpose of an audit, inspection, evaluation, examination, or copying, in accordance with Section 7.2 and 7.10 of the Contract.
- 3.24.2.6 An agreement to maintain and make available to DHCS, CalOptima, and/or County, upon request, all sub-subcontracts are in writing and require the sub-subcontractors to comply with the requirements set forth in Section 13.24.1 of this Contract.
- 3.24.2.7 An agreement to comply with CalOptima's Compliance Program (including, without limitations, CalOptima Policies), all applicable requirements or the DHCS Medi-Cal Managed Care Program, and all monitoring provisions and requests set forth in Section 7.13 of this Contract.
- 3.24.2.8 An agreement to assist County and/or CalOptima in the transfer of care of a Member in the event of termination of the State Contract or the Contract for any reason, in accordance with Section 8.9 of this Contract, and in the event of termination or the Subcontract for any reason.
- 3.24.2.9 An agreement to hold harmless the State, Members, and CalOptima in the event the County cannot or will not pay for services performed by the Subcontractor pursuant to the Subcontract, and to prohibit Subcontractors from balance billing a Member as set forth in Section 5.7 of the Contract.
- 3.24.2.10 An agreement to notify DHCS in the manner provided in Section 8.10 of the Contract in the event the Subcontract is amended or terminated.
- 3.24.2.11 An agreement to the provision of interpreter services to Members at all provider sites as set forth in Section 3.17 of the Contract, to comply with

the language assistance standards developed pursuant to Health and Safety Code section 1367.04, and to the requirements for cultural and linguistic sensitivity as set forth in Section 3.16 or the Contract.

- 3.24.2.12 Subcontracts shall have access to CalOptima's dispute resolution mechanism in accordance with Section 9.1 of the Contract.
- 3.24.2.13 An agreement to participate and cooperate in quality improvement system as set forth in Sections 3.13 or the Contract, and to the revocation of the delegation of activities or obligations under the Subcontract or other specified remedies in instances where DHCS, CalOptima and/or County determines that the Subcontractor has not performed satisfactorily.
- 3.24.2.14 In and to the extent Subcontractor is responsible for the coordination of care of Members, an agreement to comply with Sections 7.7.3 and 7.12 of the Contract.
- 3.24.2.15 An agreement by County to notify the Subcontractor of prospective requirements and the Subcontractor's agreement to comply with the new requirements, in accordance with Section 8.6 of the Contract.
- 3.24.2.16 An agreement for the establishment and maintenance of and access to medical and administrative records as set forth in Sections 7.3, 7.4 and 7.5 of the Contract.
- 3.24.2.17 An agreement that Subcontractors shall notify County of any investigations into Subcontractor's professional conduct, or any suspension of or comment on a subcontractor's professional licensure, whether temporary or permanent.
- 3.24.2.18 An agreement requiring Subcontractor to sign a Declaration of Confidentiality pursuant to Section 7.7.3 or the Contract, which shall be signed and filed with DHCS prior to the Subcontractor being allowed access to computer files or any other data or files, including identification of Members.
- 3.24.2.19 Subcontractor's agreement to assist County in the transfer of care in the event of any Subcontract termination for any reason.
- 3.24.2.20 County agrees to assist CalOptima in the transfer of care in the event of any Subcontract termination for any reason."

8. Section 3.26 "Participation Status", shall be deleted in its entirety and replaced as follows:

"3.26. Participation Status. County shall have policies and procedures to verify the Participation Status of County's Associates. In addition, County attests and agrees as follows:

3.26.1 County Associates shall meet CalOptima's Participation Status requirements during the term of this Contract.

3.26.2 County shall immediately disclose to CalOptima any pending investigation involving, or any determination of, suspension, exclusion or debarment by County's Associates occurring and/or discovered during the term of this Contract.

3.26.3 County shall take immediate action to remove any County Associate that does not meet Participation Status requirements from furnishing items or services related to this Contract (whether medical or administrative) to CalOptima Members.

3.26.4 County shall include the obligations of this Section in its Subcontracts.”

9. Section 3.35 shall be added to the Contract as follows:

“3.35. Provider Terminations. In the event that a Participating Provider is terminated or leaves County, County shall ensure that there is no disruption in services provided to Members who are receiving treatment for a chronic or ongoing medical condition or LTSS, County shall ensure that there is no disruption in services provided to the CalOptima Member.”

10. Section 3.36 shall be added to the Contract as follows:

“3.36. Government Claims Act. County shall ensure that County and its agents and Subcontractors comply with the applicable provisions of the Government Claims Act (California Government Code section 900 et seq.), including, but not limited to Government Code sections 910 and 915, for any disputes arising under this Contract, and in accordance with CalOptima Policy AA.1217.”

11. Section 3.37 shall be added to the Contract as follows:

“3.37. Certification of Document and Data Submissions. All data, information, and documentation provided by County to CalOptima pursuant to this Contract and/or CalOptima Policies, which are specified in 42 CFR 438.604 and/or as otherwise required by CalOptima and/or CalOptima's Regulators, shall be accompanied by a certification statement on the County's letterhead sign by the County's Chief Executive Officer or Chief Financial Officer (or an individual who reports directly to and has delegated authority to sign for such Officer) attesting that based on the best information, knowledge, and belief, the data, documentation, and information is accurate, complete, and truthful.”

12. The first sentence in Section 5.7 “Member Financial Protections” shall be deleted in its entirety and replaced as follows:

“5.7. Member Financial Protections. County and its Subcontractors shall comply with Member financial protections as follows:”

13. Section 5.7.6 shall be added to the Contract as follows:

“5.7.6 County shall hold harmless both the State and Members in the event that CalOptima cannot or will not pay for services performed by the County pursuant to the Contract.”

14. 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 premises, facilities, equipment, books, records, contracts, computer and other electronic systems pertaining to the goods and services furnished under the terms of Contract, available for the purpose of an audit, inspection, evaluation, examination and/or copying, including but not limited to Access Requirements and State’s Right to Monitor, as set forth in the State Contract, Exhibit E, Attachment 2, Provision 20: (a) by CalOptima, the Government Agencies, CalOptima’s Regulators, 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, (b) at all reasonable times at the County Associate’s place of business or such other mutually agreeable location in California, and (c) 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 .”

15. Section 7.9 shall be added to the Contract as follows:

“7.9. Data Submission. County shall submit to CalOptima complete, accurate, reasonable, and timely provider data, encounter data, and other data and reports (a) needed by CalOptima in order for CalOptima to meet its reporting requirements to DHCS, and/or (b) required by CalOptima and CalOptima’s Regulators as provided in this Contract and in CalOptima’s Policies.”

16. Section 7.10 shall be added to the Contract as follows:

“7.10. State’s Right to Monitor. Provider shall comply with the monitoring provisions of this Contract and the State Contract between CalOptima and DHCS, and any monitoring requests by CalOptima and DHCS. Without limiting the foregoing, CalOptima and authorized State and Federal agencies will have the right to monitor, inspect or otherwise evaluate all aspects of the Provider’s operation for compliance with the provisions of this Contract and applicable Federal and State laws and regulations. Such monitoring, inspection or evaluation activities will include, but are not limited to, inspection and auditing of County, Subcontractor, and provider facilities, management systems and procedures, and books and records as the Director of DHCS deems appropriate, at any pursuant to 42 CFR Section 438.3(h). The monitoring activities will be either announced or unannounced. To assure compliance with the Contract and for any other reasonable purpose, the State and its authorized representatives and designees will have the right to premises access, with or without notice to County. The monitoring activities will be either announced or unannounced. Staff designated by authorized State agencies will have access to all security areas and the County will provide, and will require any and all of its subcontractors to provide, reasonable facilities, cooperation and assistance to State representative(s) in the performance of their duties. Access will be undertaken in such a manner as to not unduly delay the work of County and/or the subcontractor(s).”

17. Section 7.11 shall be added to the Contract as follows:

“7.11. Records Related to Recovery for Litigation

7.11.1 Upon request by CalOptima, County shall timely gather, preserve and provide to CalOptima, in the form and manner specified by CalOptima, any information

specified by CalOptima, subject to any lawful privileges, in County's or its Subcontractors' possession, relating to threatened or pending litigation by or against CalOptima or DHCS. If County asserts that any requested documents are covered by a privilege, County shall: 1) identify such privileged documents with sufficient particularity to reasonably identify the document while retaining the privilege; and 2) state the privilege being claimed that supports withholding production of the document. Such request shall include, but is not limited to, a response to a request for documents submitted by any party in any litigation by or against CalOptima or DHCS. County acknowledges that time may be of the essence in responding to such request. County shall use all reasonable efforts to immediately notify CalOptima of any subpoenas, document production requests, or requests for records, received by County or its Subcontractors related to this Contract or Subcontracts entered into under this Contract.

7.11.2 County further agrees to timely gather, preserve, and provide to DHCS any records in County's or its Subcontractor's possession, in accordance with the State Contract, Exhibit E, Attachment 2, "Records Related to Recovery for Litigation" Provision."

18. Section 7.12 shall be added to the Contract as follows:

"7.12. If and to the extent that County is responsible for the coordination of care for Members, CalOptima shall share with County, in accordance with the appropriate Declaration of Confidentiality signed by County and filed with DHCS, any utilization data that DHCS has provided to CalOptima, and County shall receive the utilization data provided by CalOptima and use it as County is able for the purpose of Members care coordination."

19. Section 8.9 "Obligations Upon Termination" shall be deleted in its entirety and replaced as follows:

"8.9. Obligations Upon Termination. Upon termination of this Contract, it is understood and agreed that County shall continue to provide authorized LHA Services to Members who retain eligibility and who are under the care of County at the time of such termination, until the services being rendered to Members are completed, unless CalOptima, in its sole discretion, makes reasonable and medically appropriate provisions for the assumption of such services. County shall continue to provide LHA Services to hospitalized Members in accordance with generally accepted medical standards and practices until the earlier of the Member's discharge from hospital; or alternate coverage is arranged for by CalOptima. Payment for any continued LHA Services as described in this Section shall be at the contracted rates set forth in Attachment B. Prior to the termination or expiration of this Contract, including termination due to termination or expiration of CalOptima's State Contract, and upon request by DHCS or CalOptima to assist in the orderly transfer of Members' medical care and all necessary data and history records to DHCS or a successor State contractor, County shall make available to DHCS and/or CalOptima, copies of medical records, patient files, and any other pertinent information, including information maintained by County and any Subcontractor necessary for efficient case management of Members, and the preservation, to the extent possible, of Member-Provider relationships. Costs of reproduction shall be borne by DHCS and CalOptima, as applicable."

20. Section 9.1 “County Grievances” shall be deleted in its entirety and replaced as follows:

“9.1. County Grievances. CalOptima has established a fast and cost-effective complaint system for provider complaints, grievances and appeals. County shall have access to this system for any issues arising under this Contract, as provided in CalOptima Policies related to the applicable CalOptima Program(s). County Agent complaints, grievances, appeals, or other disputes regarding any issues arising under this Contract shall be resolved through such system.”

21. Section 10.1 shall be deleted in its entirety and replaced as follows:

“10.1. Assignment and Assumption. This Contract may not be assigned nor the duties hereunder delegated, by either party.”

22. Section 10.4 shall be deleted in its entirety and replaced as follows:

“10.4. Governing Law and Venue. This Contract shall be governed by and construed in accordance with all laws of the State of California and Federal laws and regulations applicable to the CalOptima Programs, all contractual obligations of CalOptima, and applicable regulations governing the State Contract between CalOptima and DHCS. Any and all legal proceedings under or related to this Contract shall be brought in California State courts located in Orange County, California, unless mandated by law to be brought in federal court, in which case such legal proceedings shall be brought in the Central District Court of California.”

23. Beginning on the first day of the month following the month in which this Amendment 5 is executed, County agrees to provide or arrange for the competent and effective provision of Medical Respite Care Services, as described in Part XI “Post Whole-Person Care Medical Respite Care” of Attachment A “Coordination of Services” attached hereto and incorporated herein by this reference.

24. Attachment B “Compensation” shall be deleted in its entirety and replaced with the attached Attachment B – Amendment 5.

25. CONTRACT REMAINS IN FULL FORCE AND EFFECT – Except as specifically amended by this Amendment, all other conditions contained in the Contract shall continue in full force and effect. This Amendment is subject to approval by the Government Agencies and by the CalOptima Board of Directors.

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

FOR COUNTY:

FOR CALOPTIMA:

Signature

Signature

Print Name

Ladan Khamsch
Print Name

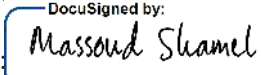
Title

Chief Operating Officer
Title

Date

Date

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

By:  _____
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Date: 8/15/2019

Attachment A, Part XI

Post Whole-Person Care Medical Respite Care

- I. SERVICES--- “Post Whole-Person Care Medical Respite Care” or “Medical Respite Care” shall mean care for homeless CalOptima Medi-Cal Members who have circumstances that are expected to require care beyond the maximum 90-day stay period stated in for the County/DHCS Contract and who do not meet the Medical Necessity criteria for inpatient care or skilled nursing care and are appropriate for discharge to home. Examples include, without limitation, homeless members who are in hospice or are receiving intravenous (IV) chemotherapy. Medical Respite Care does not include any services that are medical covered services under the CalOptima Medi-Cal Program. To the extent that they are not covered services under the CalOptima Medi-Cal program, Medical Respite Care may include, but are not necessarily limited to the following:
- i. Housing in a motel;
 - ii. Nurse-provided medical oversight;
 - iii. Case management/social services;
 - iv. Food and supplies;
 - v. Warm handoff to safe housing, or shelters upon discharge; and
 - vi. Communication and follow-up

County warrants that Medical Respite Care Services provided hereunder shall be in compliance with all requirements of the CalOptima Medical Respite Care Program requirements, except as otherwise set forth herein.

- II. REFERRALS--- The criteria for approval of Member referrals to Recuperative Care Services Providers shall be as follows:
- a. Member has exhausted WPC Recuperative Care ninety (90)-calendar day maximum that was authorized under the WPC program.
 - b. Member does not meet criteria for discharge to home or other stable living situation due to his/her medical condition.
 - c. Member requires a safe and clean environment to access medical care, case management, and other supportive services to achieve and maintain medical stability.
 - d. The length of Member’s Medical Respite Care stay is not expected to exceed ninety (90) calendar days.
 - e. Member is certified for hospice care or is or will be receiving intravenous (IV) chemotherapy.
 - f. Advance approval is not required.

Members meeting criteria described in II.a-d above, but having conditions other than those specified in II.e, will require advance approval from CalOptima. To request advance approval, County must submit a request which includes, the following information:

- a. Diagnosis

- b. Documentation that Member meets the criteria in II.a-d above and supporting medical necessity; and
- c. Treatment Plan

III. CRITERIA FOR REIMBURSEMENT--- In the event County refers and pays for the provision of Medical Respite Care for qualifying CalOptima Medi-Cal members, County may seek reimbursement from CalOptima for such Medical Respite Care services subject to the terms and conditions below and this Amendment.

- 1. County shall have agreements in place with Recuperative Care Services providers to provide the Medical Respite Care services hereunder.
- 2. County shall pay the Recuperative Care Services providers for Medical Respite Care services rendered. CalOptima shall not have liability to Recuperative Care Services providers for any services.
- 3. The Medical Respite Care Fund is that Fund that was established by the CalOptima Board of Directors through reallocating \$250,000.00 from the Intergovernmental Transfer (IGT) funds allocated to the County's Whole Person Care Recuperative Care program. Funding for Medical Respite Care Services is limited to those funds remaining in the Medical Respite Care Fund. No payments may be made under this Agreement for Medical Respite Care services other than from the Medical Respite Care Fund.

IV. LIMIT ON FUNDING AVAILABLE FOR REIMBURSEMENT--- CalOptima's funding shall be limited to the unspent CalOptima Intergovernmental Transfer ("IGT") dollars allocated for Medical Respite Care approved by the CalOptima Board of Directors. In no event shall the cumulative reimbursement under the CalOptima Medical Respite Program exceed \$250,000.00. Reimbursement shall be available for authorized Medical Respite Care for CalOptima Members following the 90-day Whole-Person Care Recuperative Care stay, whether the Member is assigned to CalOptima Direct, to a CalOptima Shared Risk Health Network, to a CalOptima HMO Health Network, or to a CalOptima Physician-Hospital Consortium. Regardless of the quantity or volume of Medical Respite Care services provided by County, in no event will CalOptima's obligations exceed said remaining CalOptima IGT dollars specifically allocated for Medical Respite Care. Post Whole-Person Care Medical Respite Care will be authorized for a maximum of ninety (90) days, which may be extended on a case-by-case basis for up to an additional ninety (90) days per request, subject to CalOptima confirmation of medical necessity; there is no limit to the number of instances in which additional time may be approved, subject to available IGT funds specifically allocated hereunder. This Medical Respite Program is not intended to include, and does not include, Medi-Cal Covered Services that are the financial responsibility of CalOptima or its health networks. Medical Respite Program funding shall not be used to pay for Medi-Cal Covered Services which are the responsibility of CalOptima or any of its health networks.

ATTACHMENT B – AMENDMENT 5

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.
- 1.5 **Post Whole-Person Care Medical Respite Care**
 - 1.5.1 For purposes of this Section 1.5, "Post Whole-Person Care Medical Respite Care Fund" shall consist of those funds allocated from Intergovernmental Transfer funds by the CalOptima Board of Directors for Post Whole-Person Care Medical Respite Care Program.
 - 1.5.2 REIMBURSEMENT--- To the extent that adequate funds remain in the Post Whole-Person Care Medical Respite Care Fund, **CalOptima shall reimburse County at the rate of \$120 per day** for authorized Medical Respite Care provided to CalOptima Members after 90-days Whole Person Care Recuperative Care **for up to a maximum of ninety (90) days per Member, unless otherwise extended by CalOptima.** County shall accept this rate as payment in full from CalOptima. If the funds in the Post Whole-Person Care Medical Respite Care Fund are exhausted, CalOptima shall have no further obligation to compensate County for Medical Respite Care.

- 1.5.3 INVOICE SUBMISSION--- Invoices for Medical Respite Care, along with all required supporting documentation, shall be submitted to CalOptima, in a format provided by CalOptima, to the following address:

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

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.

ATTACHMENT B (continued) – AMENDMENT 5

II. SERVICES ELIGIBLE FOR REIMBURSEMENT

CATEGORY	County	CalOptima/Health Networks
Non-DOT TB Treatment	PDS will bill CalOptima for covered TB screening and treatment services for both CalOptima Direct and Health Network members.	CalOptima will pay County for claims for covered TB screening and treatment services for both CalOptima Direct and Health Network members. CalOptima shall not pay County for DOT professional services.
HIV Services (17th Street Care)	For CalOptima clients in the process of transitioning to a CalOptima provider, County will bill CalOptima for medical services provided to CalOptima Direct Members, and the appropriate Health Network for Health Network Members.	CalOptima will pay claims submitted for Covered Services provided at 17 th Street Care to CalOptima Direct Members. CalOptima’s Health Networks are responsible for Claims for Covered Services provided at 17 th Street Care to their Members.
Adult Immunizations	County will bill CalOptima or the appropriate Health Network for Health Network Members for Medi-Cal covered adult immunizations provided to CalOptima Direct and Health Network members over the age of 18. For Members 18 to 21 years of age, County will bill CalOptima on a CMS-1500, UB-04 claim form, or electronic equivalent.	CalOptima or the appropriate Health Network for Health Network Members will reimburse County for Medi-Cal covered adult immunizations provided to CalOptima Direct and Health Network members over the age of 18.
Pediatric Preventive Services	County Children’s Clinic will bill CalOptima or the appropriate Health Network for Health Network Members for Pediatric Preventive Services on a CMS-	CalOptima or the appropriate Health Network for Health Network Members will pay claims submitted for Pediatric Preventive Services (PPS)

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	<p>1500, UB-04 claim form, or electronic equivalent.</p> <p>For vaccines supplied free through the Vaccine For Children (VFC) Program, County will bill for vaccine administration costs only.</p> <p>Sick care (i.e. non-CHDP/PPS services) will be provided to CalOptima Direct patients only.</p> <p>County Children’s Clinic will bill CalOptima for covered medical services provided to CalOptima Direct Members.</p>	<p>provided to CalOptima Members when claim is submitted on a CMS-1500, UB-04 claim form, or electronic equivalent.</p> <p>CalOptima will reimburse providers for the administration fee only for vaccine supplied free through the Vaccine For Children (VFC) Program.</p> <p>CalOptima will pay County for covered non-PPS medical services provided to CalOptima Direct Members.</p>
Services provided at Orangewood	<p>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.</p> <p>County/JHS -Orangewood shall bill Health Networks or CalOptima Direct for other medically necessary services provided on site at Orangewood.</p>	<p>CalOptima or the 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.</p> <p>CalOptima or the member’s Health Network shall pay claims for medically necessary services to County/JHS - Orangewood at CalOptima fee-for-services rates.</p> <p>CalOptima or the member’s Health Network shall reimburse providers to whom County/JHS – Orangewood has referred Orangewood residents for medically necessary services at CalOptima fee-for-services rates.</p>
Public Health Lab Services	<p>County will bill CalOptima or the appropriate Health Network for Health Network Members for Medi-Cal covered lab services provided to CalOptima members. County will bill CalOptima on a CMS-1500, UB-04 claim form, or electronic equivalent.</p>	<p>CalOptima or the appropriate Health Network for Health Network Members will reimburse County for Medi-Cal covered lab services provided to CalOptima members.</p>
Post Whole-Person Care Medical Respite Care	<p>County will bill CalOptima for covered Post Whole-Person Care Medical Respite Care for both CalOptima Direct and Health Network members.</p>	<p>CalOptima will pay County for invoices submitted for covered Post Whole-Person Care Medical Respite Care for both CalOptima</p>

CATEGORY	County	CalOptima/Health Networks
		Direct and Health Network members.